

## **DOWNTOWN ORILLIA MANAGEMENT BOARD**

**Regular Board Meeting**

**Tuesday April 18, 2023 – 5:30 p.m.**

**DMB Boardroom, Downtown Orillia Office**

**23 Mississauga Street West**

(Accessible Entrance is Located at the Front Entrance off Mississauga Street)

### **A G E N D A**

Page

#### **Open Session**

**Chair – Michael Fredson**

**Call to Order**

**Approval of Agenda**

**Disclosure of Interest**

**Deputations**

1. Ellen Wolper, Paper Kapers – re Communication and Advertising.

#### **Minutes**

1. March 21, 2023 – Regular Board Meeting.

#### **Closed Session**

There are no Closed Session items for this meeting.

#### **Correspondence - Information Items**

1. Corporate Services Department, Clerks Division – re Request for street closure regarding the Vintage Market event, May 27, 2023
2. Corporate Services Department, Clerks Division – re Request for street closure regarding the Celebrate You event, June 17, 2023.
3. Corporate Services Department, Clerks Division – re Request for street closure regarding the Sweet Summer event, June 24, 2023.

#### **Correspondence - Action Items**

None.

#### **Reports**

1. DMB Manager – re Financial Report.

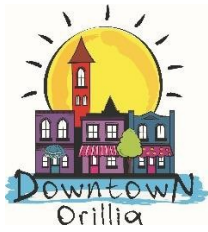
## Page

2. DMB Manager – re Seagulls and Wildlife Services.
3. Events and Marketing Coordinator – re Events and Marketing.
4. DMB Manager – re Heritage Sign Bylaws.
5. Director, Doug Cooper – re Parking Advisory Committee.
6. Director, Megan Murray- re Transit Advisory Committee.

### **Date of Next Meeting**

Tuesday May 15, 2023, at 5:30 pm at the Downtown Orillia Management Board Office Boardroom.

### **Adjournment**



## **DOWNTOWN ORILLIA MANAGEMENT BOARD MINUTES**

**Minutes of the Regular Meeting of the Downtown Orillia Management Board,  
March 21, 2023 at 5:30 p.m.**

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**Present:** Michael Fredson, Chair  
Jeff Gilbert, Vice Chair  
Doug Cooper, Treasurer  
Councillor David Campbell  
Megan Murray, Director  
Darcy Macdonell, Director  
Jenna French, Director

**Absent:** Kaylea McCarron, Director  
Stevie Baker, Director

**Also Present:** Dina Tzirakos-Hawker, Manager  
Samantha Yandt, Events & Marketing Coordinator

### **Open Session**

#### **Chair – Michael Fredson**

#### **Call to Order**

The meeting was called to order at 5:42 pm

#### **Approval of Agenda**

Moved by Campbell, seconded by Cooper:

THAT the agenda for the Downtown Orillia Management Board meeting held on March 21, 2023, be approved as distributed.

**Carried.**

#### **Disclosure of Interest**

None.

## **Deputations**

None.

## **Minutes**

1. February 21, 2023 – Board Meeting Minutes.

Moved by Campbell seconded by Cooper:

THAT the minutes of the Downtown Orillia Management Board meeting held on February 21, 2023, be adopted, with having been printed and distributed.

**Carried.**

2. March 13, 2023 – Board Meeting Minutes.

Moved by Murray, seconded by French:

THAT the minutes of the Downtown Orillia Management Board meeting held on March 13, 2023, be adopted, having been printed and distributed;

**Carried.**

## **Closed Session**

Moved by Cooper, seconded by Murray:

“THAT pursuant to Section 239(4) of the *Municipal Act, 2001, S.O. 2001, c25*, notice is hereby given that this Committee intends to hold a closed session meeting today in the Downtown Orillia Management Board Room of the Downtown Orillia Office to deal with a matter pursuant to Section 239(2) (d) of the said Act (Personnel Matter(s)).”

## **Motion to Rise to Open Session**

Moved by Murray, seconded by Cooper:

THAT the Downtown Orillia Management Board rise and report to Open Session.

**Carried.**

## **Open Session**

### **Motions Arising from Closed Session Discussions**

Moved by Cooper, seconded by MacDonell:

THAT as recommended in the confidential report dated March 21, 2023, regarding staff contracts, the Downtown Orillia Management Board increase DMB Maintenance Lead Rick Elliott's salary by 3% plus benefits in line with the

approved 2023 DMB Budget beginning April 1, 2023.

**Carried.**

Moved by MacDonell seconded by Gilbert:

THAT as recommended in the confidential report dated March 21, 2023, regarding staff contracts, the Downtown Orillia Management Board increase DMB Event & Marketing Coordinator Samantha Yandt's salary by 3% in line with the approved 2023 DMB Budget beginning April 1, 2023;

AND THAT the approved Employee Benefit Package amount to be added to the salary total for 2023;

AND THAT the DMB Event & Marketing Coordinator title be changed to Event & Marketing Specialist.

**Carried.**

Moved by French seconded by Gilbert

THAT as recommended in the confidential report dated March 21, 2023, regarding staff contracts, the Downtown Orillia Management Board increase DMB Manager Dina Tzirakos-Hawker's salary by 3% in line with the approved 2023 DMB Budget beginning April 1, 2023.

**Carried.**

### **Correspondence - Information Items**

1. Office of the Mayor – re 2023 Tag Days.

Moved by Cooper, seconded by Campbell:

THAT the Downtown Orillia Management Board receive the from the correspondence Office of the Mayor – re 2023 Tag Days as information.

### **Correspondence - Action Items**

None.

### **Reports**

1. DMB Manager – re Financial Report.

Moved by Cooper, seconded by MacDonell:

THAT the Financial Report dated March 21, 2023, for the period of February 15, 2023, to March 21, 2023, be received;

AND THAT staff be authorized to proceed with payments in the amount of \$1127.09 from the 2023 DMB Budget.

**Carried.**

2. DMB Event & Marketing Coordinator – re 2023 Marketing Plan.

Moved by Cooper, seconded by French:

THAT the 2023 Events report be approved with the following changes;

- That an Arts District event be added to the events for August 26, 2023.
- A Christmas Night Market be added to November 17 and 18, 2023.
- Winter Markets be removed from December 1 and 8, 2023.
- Pictures with Santa event be created for December 2, 2023.

AND THAT staff be directed to notify the membership of the events schedule with the disclaimer that events are subject to change based on Council's approval of road closure requests;

AND THAT a subsequent communication will be sent to the membership following the April 3, 2023 Council meeting

**Carried.**

Moved by MacDonell, seconded by Cooper:

THAT the See You On The Patio Program relaunch on June 30<sup>th</sup>, 2023;

AND THAT the scheduled weekly road closures occur on three blocks – Mississauga Street W between Andrew Street and West Street, Mississauga Street E between Peter Street and Matchedash Street, and Peter Street S only on Friday and Saturday nights;

AND THAT the See You On The Patio Program close Mississauga Street from Albert Street to Front Street and Peter Street S on the Friday night(s) before Downtown Orillia events, subject to the Farmers Market participation;

AND THAT the road closures for the See You On The Patio Program begin at 6:00 p.m.

**Carried.**

3. Director, Doug Cooper – re Parking Advisory Committee

Moved by Campbell, seconded by MacDonell:

THAT the Parking Advisory Committee Update be received.  
**Carried.**

4. Director, Megan Murray- re Transit Advisory Committee.

Moved by French, seconded by MacDonell:

THAT the Transit Advisory Committee Update be received.  
**Carried.**

5. DMB Manager – re Chamber of Commerce.

Moved by Cooper, seconded by Murray:

THAT the Chamber of Commerce Update be received.  
**Carried.**

### **Adjournment**

Moved by Cooper, seconded by Murray.

THAT the meeting be adjourned.  
**Carried.**

Meeting adjourned – 8:29 p.m.

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M. Fredson  
Chair.



**Corporate Services Department**  
*Clerk's Division*

T: 705-325-1311  
F: 705-325-5178  
✉ clerks@orillia.ca  
🌐 orillia.ca  
📍 50 Andrew St. S., Suite 300,  
Orillia, ON L3V 7T5

**DIRECT LINE: 705-558-9548**  
**EMAIL: kpreston@orillia.ca**

April 4, 2023

Samantha Yandt, Marketing and Event Specialist  
Downtown Orillia Management Board

**Sent via email to: samantha@downtownorillia.ca**

Dear Ms. Yandt:

**Re: Request for street closure regarding the Vintage Market event, May 27, 2023**

This is to advise you that your letter dated March 27, 2023 respecting the above was presented to a meeting of Council held on April 3, 2023.

At that time, Council adopted the following resolution:

*“THAT, further to the request of the Downtown Orillia Management Board in a letter dated March 27, 2023 regarding the Vintage Market event, the following streets and parking lots be closed to vehicular traffic from 10:00 AM to 5:00 PM on Saturday, May 27, 2023, as follows:*

- Mississaga Street East from Peter Street to Matchedash Street*
- Mississaga Street East from Matchedash Street to Front Street*
- Municipal Public Parking Lot #5;*

*AND THAT no damage shall be caused to municipal property;*

*AND THAT the closure of the subject street sections and Municipal Public Parking Lot #5 will result in an estimated cost to the Parking Reserve of \$677.25 in forgone revenue;*

*AND THAT the event be designated as a “Community Festival” event;*

*AND THAT the event must adhere to the following conditions:*



Samantha Yandt

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April 4, 2023

- *A six metre right-of-way fire route down the centre of the closed streets be maintained at all times to comply with fire and safety regulations, and*
- *The whole intersections remain clear to allow for turning of emergency vehicles, and*
- *An emergency action plan, approved by the Fire Department, will be prepared and implemented."*

Regards,



Kristine Preston, CMO, Dipl.M.A.  
Deputy Clerk

KP:jf

Attachment: Letter from DOMB re Vintage Market Road Closure Request

Copy to: Michael Clark, Fire Chief  
Ian Sugden, General Manager of Development Services and Engineering  
Wesley Cyr, Manager of Engineering and Transportation  
Jeff Hunter, Manager of Construction and Transit  
Lisa Dobson, Transportation Technologist  
Melissa Gordon, Permits Clerk Technician  
Jason Flemming, Supervisor of Roads, Source and Storm  
Kyle Mitchell, Manager of Source Protection and Operations  
Karen Strain, Environmental Services and Operations  
Samantha Quail, Environmental Services and Operations  
Shawn Crawford, Manager of Legislative Services  
Lynn Telford, Manager of Treasury Services  
Ashley Stafford, Executive Assistant to Corporate Services  
J.C. Gilbert, County of Simcoe Paramedic Services  
Leesa Schoenmaker, Administrative Assistant, County of Simcoe  
Kelly Maynard, Parkview Transit  
Sylvie D'Amico, Casino Rama  
Inspector Coyer Yateman, Detachment Commander, Orillia O.P.P.



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**EMAIL: kpreston@orillia.ca**

April 4, 2023

Samantha Yandt, Marketing and Event Specialist  
Downtown Orillia Management Board

**Sent via email to: samantha@downtownorillia.ca**

Dear Ms. Yandt:

**Re: Request for street closure regarding the Celebrate You event, June 17, 2023**

This is to advise you that your letter dated March 27, 2023 respecting the above was presented to a meeting of Council held on April 3, 2023.

At that time, Council adopted the following resolution:

*“THAT, further to the request of the Downtown Orillia Management Board in a letter dated March 27, 2023 regarding the Celebrate You event, the following streets be closed to vehicular traffic from 10:00 AM to 5:00 PM on Saturday, June 17, 2023, as follows:*

- Mississaga Street West from Albert Street to Andrew Street*
- Mississaga Street West from Andrew Street to West Street*

*AND THAT no damage shall be caused to municipal property;*

*AND THAT the closure of the subject street sections will result in an estimated cost to the Parking Reserve of \$87.50 in forgone revenue;*

*AND THAT the event be designated as a “Community Festival” event;*

*AND THAT the event must adhere to the following conditions:*

Samantha Yandt

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April 4, 2023

- A six metre right-of-way fire route down the centre of the closed streets be maintained at all times to comply with fire and safety regulations, and
- The whole intersections remain clear to allow for turning of emergency vehicles, and
- An emergency action plan, approved by the Fire Department, will be prepared and implemented;

*AND THAT the Downtown Transit Terminal be temporarily relocated from Mississaga Street to West Street during the street closure.*

Regards,



Kristine Preston, CMO, Dipl.M.A.  
Deputy Clerk

KP:jf

Attachment: Letter from DOMB re Celebrate You Road Closure Request

Copy to:

- Michael Clark, Fire Chief
- Ian Sugden, General Manager of Development Services and Engineering
- Wesley Cyr, Manager of Engineering and Transportation
- Jeff Hunter, Manager of Construction and Transit
- Lisa Dobson, Transportation Technologist
- Melissa Gordon, Permits Clerk Technician
- Jason Flemming, Supervisor of Roads, Source and Storm
- Kyle Mitchell, Manager of Source Protection and Operations
- Karen Strain, Environmental Services and Operations
- Samantha Quail, Environmental Services and Operations
- Shawn Crawford, Manager of Legislative Services
- Lynn Telford, Manager of Treasury Services
- Ashley Stafford, Executive Assistant to Corporate Services
- Wendy Fairbairn, General Manager, Opera House
- Bessie Sullivan, CEO, Library
- J.C. Gilbert, County of Simcoe Paramedic Services
- Leesa Schoenmaker, Administrative Assistant, County of Simcoe
- Kelly Maynard, Parkview Transit
- Sylvie D'Amico, Casino Rama
- Inspector Coyer Yateman, Detachment Commander, Orillia O.P.P.



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**EMAIL: kpreston@orillia.ca**

April 4, 2023

Samantha Yandt, Marketing and Event Specialist  
Downtown Orillia Management Board

**Sent via email to: samantha@downtownorillia.ca**

Dear Ms. Yandt:

**Re: Request for street closure regarding the Sweet Summer Market and Baking Competition event, June 24, 2023**

This is to advise you that your letter dated March 27, 2023 respecting the above was presented to a meeting of Council held on April 3, 2023.

At that time, Council adopted the following resolution:

*“THAT, further to the request of the Downtown Orillia Management Board in a letter dated March 27, 2023 regarding the Sweet Summer Market and Baking Competition event, the following streets be closed to vehicular traffic from 10:00 AM to 5:00 PM on Saturday, June 24, 2023, as follows:*

*- Mississauga Street East from West Street to Peter Street*

*AND THAT no damage shall be caused to municipal property;*

*AND THAT the closure of the subject street sections will result in an estimated cost to the Parking Reserve of \$175.00 in forgone revenue;*

*AND THAT the event be designated as a “Community Festival” event;*

*AND THAT the event must adhere to the following conditions:*

Samantha Yandt

Page 2

April 4, 2023

- *A six metre right-of-way fire route down the centre of the closed streets be maintained at all times to comply with fire and safety regulations, and*
- *The whole intersections remain clear to allow for turning of emergency vehicles, and*
- *An emergency action plan, approved by the Fire Department, will be prepared and implemented;*

*AND THAT the Downtown Transit Terminal be temporarily relocated from Mississaga Street to West Street during the street closure."*

Regards,



Kristine Preston, CMO, Dipl.M.A.

Deputy Clerk

KP:jf

Attachment: Letter from DOMB re Sweet Summer Road Closure Request

Copy to:

- Michael Clark, Fire Chief
- Ian Sugden, General Manager of Development Services and Engineering
- Wesley Cyr, Manager of Engineering and Transportation
- Jeff Hunter, Manager of Construction and Transit
- Lisa Dobson, Transportation Technologist
- Melissa Gordon, Permits Clerk Technician
- Jason Flemming, Supervisor of Roads, Source and Storm
- Kyle Mitchell, Manager of Source Protection and Operations
- Karen Strain, Environmental Services and Operations
- Samantha Quail, Environmental Services and Operations
- Shawn Crawford, Manager of Legislative Services
- Lynn Telford, Manager of Treasury Services
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- Kelly Maynard, Parkview Transit
- Sylvie D'Amico, Casino Rama
- Inspector Coyer Yateman, Detachment Commander, Orillia O.P.P.

DMB Staff and Committee Report  
March 21, 2023

Reports

1. DMB Manager, Dina Hawker - Financial Report

Recommendation

“THAT the Financial Report dated April 18, 2023, for the period of March 20, 2023, to April 7, 2023, be received;

AND THAT staff be authorized to proceed with payments in the amount of \$1554.33 from the 2023 DMB Budget.

Invoice From	Amount	Minus HST Discount	Purchase Description	Date	Account	Invoice #	P/O Number
Creative Nomad Studios	\$ 1,158.25	\$ 1,043.04	Office Lease and Shed Rent	2023-04-01	GEN LEASES PROP	998	80145
Brelyn Enterprise	\$ 141.25	\$ 127.20	Car Show Half Pg Ad Exploring Orillia	2023-03-22	ADM DMB CAR MISC	2023-202	84895
Home Hardware	\$ 23.02	\$ 20.73	Black Graffiti cover, paper garbage bags	2023-03-22	GEN OFFICE SUPPLIES	627070	84896
Wells Fargo	\$ 231.81	\$ 208.75	Printer Payment & fee	2023-03-09	GEN LEASES EQUIPMENT	5024255245	84897
<b>TOTAL</b>	<b>\$ 1,554.33</b>	<b>\$ 1,399.72</b>					

2. DMB Manager – re Seagulls and Wildlife Services.

Recommendation

“THAT the Downtown Orillia Management Board allocate an additional \$\_\_\_\_\_ to **GL 9-98-98-002-00982-71000** DOMB ADM DOMB WLDLF CONTRACTS which currently has a 2023 budget of \$4300.00;

AND THAT staff proceed with Royal Canadian Falconry with a budget of \$\_\_\_\_\_;

AND THAT staff proceed to work with Legislative Services for the Enforcement of roof maintenance.”

## Dina Tzirakos

---

**From:** Dina Tzirakos  
**Sent:** April 3, 2023 11:22 AM  
**To:** Michael Fredson; David Campbell; Jack and Maddy; Doug Cooper; Kaylea McCarron; eat@rusticapizzavino.com; Jeff Gilbert; darcy macdonell  
**Cc:** Samantha Yandt  
**Subject:** Update: Parking Report, Meeting , Seagulls  
**Attachments:** Royal Canadian Falconry 03 2023.pdf

Hello All,

We did not receive enough confirmations for our Special Board Meeting for quorum, so for those of you who replied kindly note that this **meeting will not occur**.

Lisa Dobson contacted me this morning regarding the newly revised report, once she sends it to me I will circulate it, though again we will not be able to meeting regarding the changes since it is due for review by end of day tomorrow. I have set aside time to meet with her virtually today, so if there are any updates regarding comments, or submissions deadlines I will communicate those to the group accordingly.

Seagulls:

We contacted several companies, and had two who provided suggestions and one who provided an assessment of the area. In order to use falconry to address a Seagull issue, permits must be obtained for the staff to access the roof of each building. A second and key part to providing this service is that all preventative trips must be sent to the Ministry of the Environment- Canadian Wildlife Services office, once reviewed the ministry will issue a permit for a specific number of eggs that are allowed to be removed from the nesting areas.

One of the biggest issues we face is that where the Seagulls have been nesting for years ( currently on North side of Mississaga between West and Peter) The babies that hatch will return to where they were born, so this issue stems from years of allowing the birds to nest there. Some of the potential issues we will face with falconry is that they will switch to the other side of the street or a different block. The projected time the falconer has given for this problem to go away is 5 + years, but employing their services will provide a noticeable impact to amount of gulls we have nesting here.

The estimate is quite high, I have attached it here for you review but the breakdown is as follows :

If we choose a 1 year commitment the rate is \$ 520.80 per visit

If we choose a 2 year commitment we will receive 5% off that rate or a 3 year commitment will give us a 7.5% reduction in rate.

Assuming we choose a 3 year for cost effectiveness the visits required for egg retrieval permits and prevention are:

**44 visits = \$21,197.80 + HST**

**32 visits = \$15,415.68 + HST**

If we choose 1 year those same visits will total:

**44 visits= \$22,915.20 + HST**

**32 visits = \$16,665.60 + HST**

Amy from Royal Canadian Falconry advised that she would have a minimum amount of visits required, since her services partner with government reporting and efficacy of her program.

There was a discussion with bylaw regarding building owners and property responsibility however they will not be permitted to remove the eggs since the Seagull is protected.

I will be in touch with more updates.

With appreciation,



**Dina Tzirakos- Hawker**

***BIA Manager***

Downtown Orillia Management Board

23 Mississaga St. W, 2nd Floor

Orillia, ON L3V3A5

(705) 325-3261

downtownorillia.ca



## **AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated for reference this 12<sup>TH</sup> day of April, 2023.

**BETWEEN:**

**DOWNTOWN ORILLIA MANAGEMENT BOARD**

**23 Mississauga St. W, Orillia ON L3V3A5**

(the "Client")

**AND:**

**ROYAL CANADIAN FALCONRY**

**1379 Irish Line Rd. Haliburton K0M 1S0**

(the "Contractor")

**W H E R E A S:**

**A.** The Client called for a proposal for the provision of consulting services for Bird Abatement (the "Project"), and the Contractor in reply submitted a proposal. A copy of the Contractor's proposal is attached as Schedule "A" to this Agreement.

**B.** The client has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "Services") to the client in respect of the Project on the terms and conditions set out in this Agreement.

**NOW THEREFORE** the Client and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the Client to the Contractor agree as follows:

### **1.0 DEFINITIONS**

**1.1** In this Agreement:

(a) "Services" means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.

### **2.0 TERM**

**2.1** The term of this Agreement is for the period commencing **April 2023** and terminating on **December 2025** (the "Term"), subject to earlier termination as provided in section 7 of this Agreement.

### **3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

#### **3.1 The Contractor must:**

- (a)** provide the Client with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement;
- (b)** supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c)** perform the Services for the Client with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d)** charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e)** provide and maintain at the Contractor's expense any insurance that the Contractor is required to provide by law, or that is reasonably necessary to insure against any risks you may assume as a result of entering into this Agreement;
- (f)** not subcontract any of its obligations under this Agreement without the Client's prior written consent;
- (g)** comply with all laws applicable to the provision of the Services including all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services.

### **4.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

#### **4.1 The Contractor represents and warrants to the Client that:**

- (a)** if the Contractor is a corporation, it is duly organized, validly existing and legally entitled to carry on business in Ontario and is in good standing with respect to filings of annual reports according to the records of the Registrar of Companies of Ontario; and
- (b)** the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

## **5.0 FEES AND EXPENSES**

**5.1** In consideration for the provision of the Services, the Client shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement, plus any Goods and Services Tax applicable.

**5.2** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

## **6.0 INDEMNIFICATION**

**6.1** The Contractor shall release, indemnify and save harmless the Client, its elected officials, officers, and employees of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services, or from the Contractor's breach of this Agreement.

## **7.0 TERMINATION**

**7.1** If the Client fails to provide payment in the agreed upon time frame as outlined in 'Schedule A' then the Contractor may terminate the contract within 10 days written notice.

**7.2** In the event that this Agreement is terminated, the Contractor shall be paid by the Client for Services performed to the date of termination and all remaining unpaid amounts, less any amounts necessary to compensate the Client for damages or costs incurred by the Contractor or any person employed by or on behalf of the Contractor arising from the Contractor's default.

## **8.0 CONFIDENTIALITY**

**8.1** The Client shall not disclose any information, data or confidential information of the Contractor to any person including competitors, other than representatives of the Client, and shall not use for its own purposes or for any purpose other than for the purpose of providing the Services any such information, data or confidential information it may acquire as a result of its engagement under this Agreement.

## **9.0 NOTICE**

**9.1** Any notice required to be given under this Agreement will be deemed to be sufficiently given:

(a) if hand/courier delivered, at the time of delivery;

(b) if sent by email to the email addresses set out below, once it has been electronically transmitted.

**10.0 BINDING EFFECT**

**10.1** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

**11.0 SURVIVAL OF CERTAIN COVENANTS**

**11.1** The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

**12.0 RELATIONSHIP**

**12.1** The legal relationship between the Contractor and the Client is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the Client to be that of employee and employer.

**13.0 WAIVER**

**13.1** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**14.0 ENTIRE AGREEMENT**

**14.1** This Agreement constitutes the entire agreement between the parties with respect to the matters herein and may not be modified except by subsequent agreement in writing.

**15.0 LAW APPLICABLE**

**15.1** This Agreement is to be construed in accordance with and governed by the laws applicable in Ontario.

**16.0 AMENDMENT**

**16.1** This Agreement may not be modified or amended except by the written agreement of the parties.

**17.0 CONFLICT**

**17.1** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

**18.0 HEADINGS**

**18.1** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

## **19.0 INTERPRETATION**

**19.1** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

## **20.0 ENUREMENT**

**20.1** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

## **21.0 DISPUTE RESOLUTION**

**21.1** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the Client and the Contractor be submitted to mediation.

**21.2** In the event of a dispute, the parties agree to resolve the dispute by: Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.

**21.3** If, after 30 business days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and the Mediator's decision will be final. The mediation shall take place in Toronto, Ontario, unless agreed otherwise. Parties will be responsible for their own costs.

## **22.0 COUNTERPART**

**22.1** This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

## **23.0 DELAY IN PERFORMANCE**

**23.1** Neither the Client nor the Service Provider shall be deemed to be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to abnormal weather conditions, epidemic, civil disturbance, strike, labour disturbances, judicial restraint and inability to procure permits, licenses or authorizations for any of the supplies, materials, accesses or services required to be provided by either the Client or the Service Provider under this Agreement. If any such circumstances occur, the non-performing party shall, as soon as possible after being prevented from performing, give written

notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

#### **24.0 PAYMENT**

**24.1** The Service Provider shall submit an invoice to the Client for Services to be performed at the beginning of the Term during which the Services are performed under this Agreement;

**24.2** The invoice submitted for the term shall be clearly itemized to show the amount of work performed, the billing rates, the reimbursable expenses and the costs incurred to employ Contractors.

**24.3** The Service Provider shall keep books, records, documents, survey of activities and other evidence relevant to the provision of the Services. The Client or any of its duly authorized representatives shall for the purpose of audit and examination have access to and be permitted to inspect such books, records, documents and any other evidence for inspection, copying and audit for a period of three years after the completion, for any reason, of this Agreement.

#### **IN WITNESS HEREOF**

the Client and the Contractor have executed this Agreement as of the day, month and year first above written.

**DOWNTOWN ORILLIA MANAGEMENT BOARD**, by its authorized signatory:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

**ROYAL CANADIAN FALCONRY**, by its authorized signatory:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

## **SCHEDULE "A"**

### **A.1 SERVICES**

- Fill out and submit all applicable Damage and Danger permits and End of Year reports to the Ministry of Environment in accordance with federal law;
- All work is to be completed in accordance with applicable federal and provincial guidelines;
- Provide suitable bird(s) of prey to harass and deter gulls and other birds from using the site as a food source, nesting site and settling ground;
- Removal of nests, nesting material, eggs and other associated debris as permitted by the Damage and Danger permit issued by the Ministry of Environment;
- Integrate a variety of deterrents to prevent the birds from becoming accustomed to any one method of harassment such as whips, pyrotechnics, flags and balloons. The use of auditory deterrents will be limited and is not to be a primary means of deterrence;
- Provide the client with an annual end of season report about bird control activities and results and provide up to date reports on activities upon Client's request;
- Services will include a minimum of 40 visits spread throughout the Term as determined by the level of coverage needed;
- Services described are for the property at: **6 West Street North, 10 Mississauga East, 18 Mississauga East, 22-23 Mississauga East, 34 Mississauga E, 38 Mississauga E, 44 Mississauga E, 46 Mississauga E, 48 Mississauga E, 52 Mississauga E, 54 Mississauga E, 56 Mississauga E, 58 Mississauga E, 62 Mississauga E, 66 Mississauga E, 68 Mississauga E, 70 Mississauga E, 74 Mississauga E**

### **A.2 FEES**

- Fee's to be paid are equal to that of the initial proposal submitted and agreed upon by Contractor and Client.
- The Client agrees to pay the fees of \$481.74+HST per visit (\$520.80 with 7.5% discount for 3 year term) for the duration of the agreed upon term. Payment is due within 14 days of receipt.
- Late Payment Interest- A penalty of 0.5% per day (to a maximum of 15%) will incur in the event of late payment.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date



*Protected A when completed*

## APPLICATION FOR A DAMAGE OR DANGER PERMIT UNDER THE MIGRATORY BIRDS REGULATIONS

*All information included in this application will be treated as confidential. Personal information collected as part of the permitting process is protected under the Privacy Act.*

**IMPORTANT:** Please consult the document "**Instruction Sheet: Applying for a Migratory Bird Damage or Danger Permit**" when filling out this application. Incomplete, illegible or unsigned application forms will be returned and may result in a refusal of your application or a delay in the issuance of your permit. Failure to provide adequate details could also result in a delay or refusal. Send the completed application form and any additional documents to your regional Canadian Wildlife Service office (contact information can be found at the end of the accompanying instruction sheet).

### SECTION 1 – Applicant information

#### 1.1 – Type of request

- ☒ New application  
☐ Permit renewal  
☐ Permit amendment

If you are applying for a renewal or amendment, please indicate the number of the previous permit(s):

#### 1.2 – History

Have you previously held a damage or danger permit under the *Migratory Birds Regulations*?

☐ Yes ☒ No

(If yes and the permit number is different from the number provided in section 1.1, please provide former permit numbers):

Have you ever been refused a damage or danger permit or had one cancelled or suspended?

☐ Yes ☒ No (If yes, provide reason):

Have you ever been convicted of an offence under the *Migratory Birds Convention Act* or the *Migratory Birds Regulations*?

☐ Yes ☒ No (If yes, provide reason):



<b>1.3 – Contact information of permit applicant</b>		
Surname: TZIRAKOS-HAWKER	Given Name: Dina	
Name of business or organization (if applicable): Downtown Orillia Management Board		
Mailing Address (street number and name, incl. P.O. Box if applicable): 23 Mississauga St. W		
City: Orillia	Province/Territory: ON	Postal code: L3V 3A5
Telephone Number (day): 705 325 3261	Telephone Number (other):	Fax (if applicable):
Email Address: dina@downtownorillia.ca		
<b>1.4 – Land where permitted activities will occur</b>		
<b>Land Tenure</b>		
Do you own, lease or manage the land where activities will be undertaken? (Please check the box that applies)		
<input type="checkbox"/> Own <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Manage		
<b>Note:</b> A Letter of Authorization from the landowner or leasee is required for this type of application and a template is available on the <a href="#">Government of Canada website</a> .		
<b>1.5 - Current location of migratory birds (see instructions)</b>		
Provide the current location(s) of where the damage or danger is occurring. Please be as specific as possible in describing the site where the birds are located (rooftop, parking lot, soybean field, golf course greens, etc.). In most cases, the physical/civic address(es) or latitude/longitude coordinates must be provided (P.O. box is not acceptable). Additional information such as acreage and maps can be provided for clarity.		
Rooftops of 6 West St N      46 Mississauga E      62 Mississauga E 10 Mississauga E      48 Mississauga E      66 " 18 Mississauga E      52 Mississauga E      68 " 22-23 Mississauga E      54 " 34 Mississauga E      56 " 38 Mississauga E      58 " 44 Mississauga E      60 " 64 Mississauga E      64 " 66 Mississauga E      68 " 70 Mississauga E      72 " 74 Mississauga E      76 " 78 Mississauga E      80 " 82 Mississauga E      84 " 86 Mississauga E      88 " 90 Mississauga E      92 " 94 Mississauga E      96 " 98 Mississauga E      100 "		
<b>SECTION 2 – Nominee(s) (see instructions) (Please use Appendix A to add nominees)</b>		
Will nominees other than yourself undertake the activities listed on this application?		

☒ Yes

☐ No

If yes, please complete Appendix A to list all nominees.

**SECTION 3 – Nature of the situation and activity(ies) you are seeking authorization to undertake (see instructions)**

a) Describe in detail the situation and/or problem for which the permit is being requested. This must include your assessment of the seriousness of the damage or danger. The downtown strip is being overrun by gulls nesting on roof tops. Gulls swoop patrons & the babies fall off the roof & onto the sidewalks, breaking legs & injuring themselves. It is affecting all of the shops downtown

☐ Photographs attached (optional)

b) Explain in detail **all previous measures** used to resolve the problem, **how effective** each measure was, and the **duration** of use of each measure.

Noise makers, pyre, propane bangers, kites, etc.

c) Describe your long-term plan to control the problem, including current and proposed management techniques, which may include non-lethal, proactive scaring or management techniques.

Annual falconry based scaring

d) Describe the activities and methods (types of firearms to be used, egg disposal methods, etc.) you propose to address the problem.

falconry based bird control & egg collection

e) Identify in the table below the **species** of migratory birds causing the damage or danger, the **season** when the problem is occurring, the type of activity(ies) you are proposing to undertake, and the estimated **number** of migratory birds, eggs and nests

Application for a Migratory Bird Damage or Danger Permit

that will be affected. A request for any of the activities listed below does not guarantee that your application will be approved. (Use Appendix B if more species are affected).

SPECIES: Herring gull					SPECIES: ring billed gull				
Season when problem is occurring	Winter <input type="checkbox"/>	Spring <input checked="" type="checkbox"/>	Summer <input checked="" type="checkbox"/>	Fall <input type="checkbox"/>	Season when problem is occurring	Winter <input type="checkbox"/>	Spring <input checked="" type="checkbox"/>	Summer <input checked="" type="checkbox"/>	Fall <input type="checkbox"/>
Activities (See instructions for descriptions)	Estimated no. of adult birds affected: 100		Estimated no. of young birds affected: 200		Activities (See instructions for descriptions)	Estimated no. of adult birds affected: 300		Estimated no. of young birds affected: 500	
<input checked="" type="checkbox"/> Scare using firearms or aircraft	100		200		<input checked="" type="checkbox"/> Scare using firearms or aircraft	300		500	
<input type="checkbox"/> Relocation of birds	/		/		<input type="checkbox"/> Relocation of birds				
<input type="checkbox"/> Relocation of nests with eggs or immature birds	Exact no. of eggs: Exact no. of young:		Exact no. of nests:		<input type="checkbox"/> Relocation of nests with eggs or immature birds	Exact no. of eggs: Exact no. of young:		Exact no. of nests:	
<input checked="" type="checkbox"/> Collection, destruction and disposal of eggs	Estimated no. of eggs: 300		Estimated no. of nests: 50-100		<input checked="" type="checkbox"/> Collection, destruction and disposal of eggs	Estimated no. of eggs: 600		Estimated no. of nests: 100-200	
<input checked="" type="checkbox"/> Removal and destruction of nests	Estimated no. of eggs: 300		Estimated no. of nests: 50-100		<input checked="" type="checkbox"/> Removal and destruction of nests	Estimated no. of eggs: 600		Estimated no. of nests: 100-200	
<input checked="" type="checkbox"/> Kill-to-support scaring	100		200		<input checked="" type="checkbox"/> Kill-to-support scaring	300		500	
<input type="checkbox"/> Kill-to-remove					<input type="checkbox"/> Kill-to-remove				
f) Provide dates for when the anticipated activity or activities will take place.									
From 2023/04/01 (yyyy/mm/dd)					To 2025/12/31 (yyyy/mm/dd)				

**SECTION 4 – Relocation (To be completed only if applying to relocate birds, nests or eggs. See instructions for details.)**

**4.1 – Relocation of birds**

a) Please describe **in detail** the intended capture method and name of qualified professional that will carry out the capture and relocation:

N/A

b) Please describe **in detail** the equipment that will be used, how it will be used and how birds will be kept during the relocation process:

/

c) Provide the physical address and municipality of the location to which the migratory birds will be relocated. The physical/civic address(es) or latitude/longitude coordinates must be provided (P.O. box is not acceptable). Please provide an approximate distance (in km) and time (in min) required for the transportation during the relocation process.

/

**4.2 – Relocation of nests with eggs or immature birds**

a) Please describe **in detail** the intended method for relocating active nests:

N/A

b) Please describe **in detail** the equipment that will be used to transport nests and how it will be used:

/

c) Provide the physical address and municipality of the location to which the nests will be relocated. The physical/civic address(es) or latitude/longitude coordinates must be provided (a P.O. box is not acceptable). Please provide an approximate distance (in km) and time (in min) required for the transportation during the relocation process. (Distance should not exceed 50 km).

NIA

*Landowner attestation from relocation site*

I, \_\_\_\_\_ (full name), the undersigned hereby approve the release of \_\_\_\_\_ (insert name(s) of species) on the property described in section 5 and acknowledge that I am the owner of that property.

Landowner Telephone Number: \_\_\_\_\_

Date (yyyy/mm/dd): \_\_\_\_\_

Signature of the owner of the relocation site:

NIA

**SECTION 5 – Disposal, human consumption or giving (To be completed only if applying to kill birds or remove or destroy nests or eggs. See instructions for detail.)**

a) Provide the method of disposal (e.g., local waste in accordance with local municipal bylaws). local waste management

b) If the carcass is being disposed of, provide the physical address as well as municipality where the carcasses will be disposed. The physical/civic address(es) or latitude/longitude coordinates must be provided (a P.O. box is not acceptable).

*Landowner attestation from disposal site (to be completed if site is not a landfill)*

I, \_\_\_\_\_ (full name), the undersigned hereby approve the disposal of migratory birds and/or disposal of eggs/nests on the property described in section 6 and acknowledge that I am the landowner of that property.

Landowner Telephone Number: \_\_\_\_\_

Date (yyyy/mm/dd): \_\_\_\_\_

**Signature of the owner of the disposal site:**

\_\_\_\_\_

## SECTION 6 – Statement of certification and applicant signature

I, \_\_\_\_\_ (full name) attest that I and the nominees have the knowledge to accurately identify the species for which I am requesting a permit and to conduct the permitted activities. I hereby certify that:

- all information submitted is accurate and has been completed to the best of my knowledge;
- I, and the nominees, have read and understood the relevant Best Practices document(s), which can be found at <https://www.canada.ca/en/environment-climate-change/services/migratory-bird-conservation/managing-conflicts.html>
- I attest that the damage and/or danger being caused by the migratory birds is serious;
- I attest that the other methods or techniques that have been applied where appropriate have not resolved the damage or danger;
- I attest that I am the owner/lessee or manager of the property or structure on which the requested activities are being conducted or I have submitted the required landowner attestations to act on their behalf;
- I am aware of my obligation to obtain, in advance, any other federal, provincial, municipal permits or authorizations required to legally conduct activities;
- I will submit a report of the activities by the date indicated on the permit; and
- I understand it is my responsibility to address concerns regarding the activities if raised by the public.

**Signature of applicant:**

**Date:**

\_\_\_\_\_  
(sign with dark ink)

\_\_\_\_\_  
(yyyy/mm/dd)





3. DMB Event & Marketing Coordinator – re 2022 Marketing Plan.

Recommendation

“THAT the 2023 Downtown Orillia Event and Marketing Engagement report be received;

AND THAT staff be directed to proceed with soft launching the new downtown logo after the DOBIA name is reviewed by Council on May 1<sup>st</sup>, 2023;

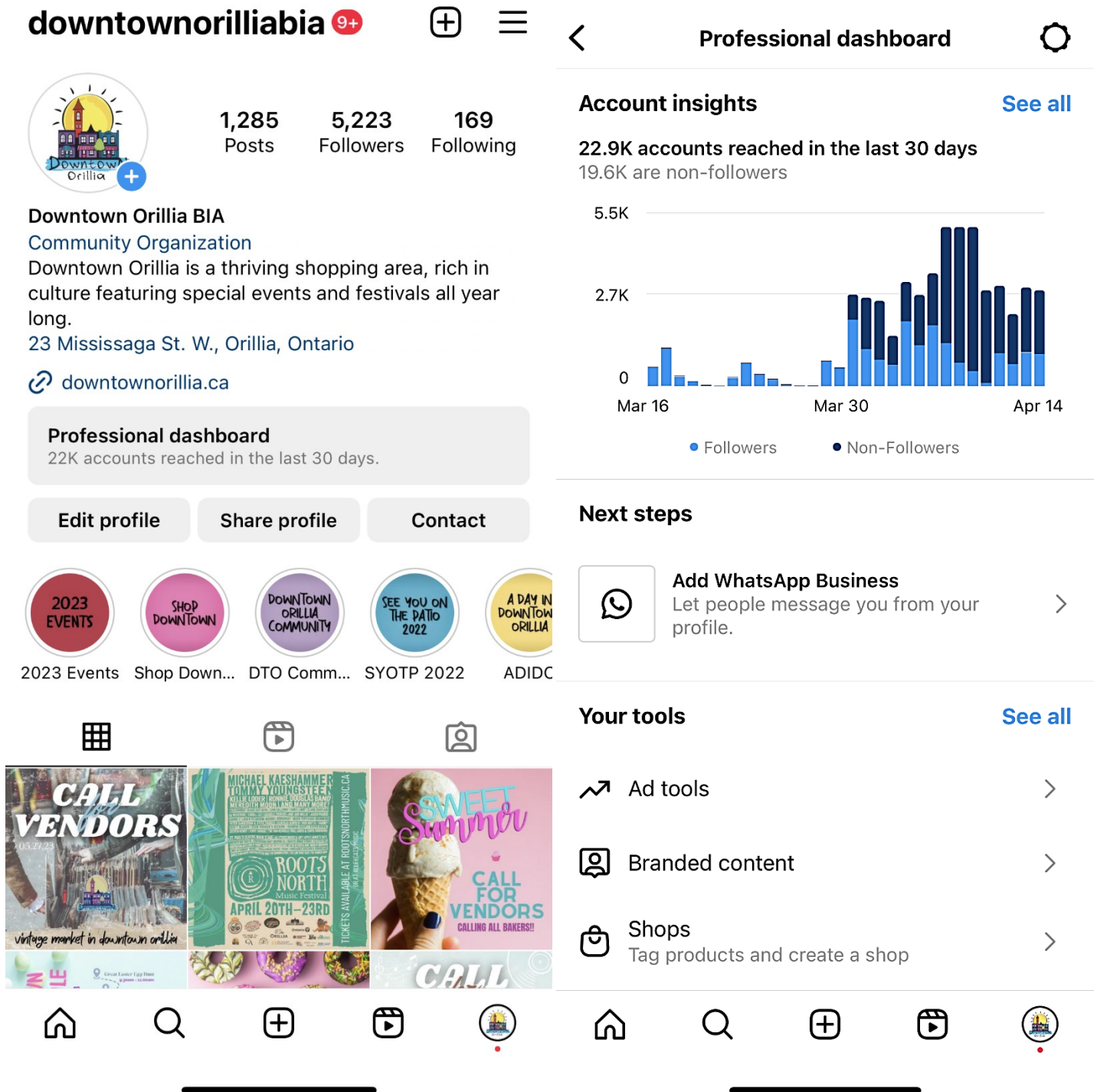
AND THAT staff be directed to make the following modifications, if required, to the new Orillia BIA logo;”

Comments

-

## Instagram Analytics:

- Since posting our new events, and teaser posts our following has increased by over 200 followers
- The DOBIA social media engagement is up 835% and our reach has increased from 3500 accounts to 22,000 accounts, which has increased our reach by 1017%





Ad insights



Posted on March 31 at 9:30 AM



239



9



15



17

Overview ⓘ

Reach	6,070
Content Interactions	280
Profile activity	279
<b>Ad goal</b>	
Profile visits	136
From latest ad	

Reach ⓘ

6,070

Accounts Center accounts reached



Ad insights



Posted on April 4 at 9:00 AM



272



24



90



49

Overview ⓘ

Reach	8,460
Content Interactions	435
Profile activity	250
<b>Ad goal</b>	
Profile visits	121
From latest ad	

Reach ⓘ

8,460





## Ad insights



Posted on April 6 at 10:00 AM

170

11

92

35

### Overview ⓘ

Reach	10,678
Content Interactions	308
Profile activity	469
<b>Ad goal</b>	
Profile visits	412
From latest ad	

### Reach ⓘ

10,678



## Ad insights



Posted on April 11 at 9:00 AM

79

4

35

9

### Overview ⓘ

Reach	5,595
Content Interactions	127
Profile activity	115
<b>Ad goal</b>	
Profile visits	72
From latest ad	

### Reach ⓘ

5,595



## Insights



Last 30 Days ▾

Mar 16 - Apr 14

## Overview

You reached **+1,017%** more accounts compared to Feb 14 - Mar 15

Accounts reached	22.9K <b>+1,017%</b>	>
Accounts engaged	861 <b>+835%</b>	>
Total followers	5,223 <b>+3.8%</b>	>

## New Logo Proposal

- The office ran two contests for logo design and neither contests produced a clear winner
- The following logos were created in house with consultation with designers, Tourism Staff, and to compliment the logos of the Chamber and the City.
- DOBIA, is outlined in the logo below, and OrillBia creates a memorable play on the city name and the BIA
- We circulated the two options below to about 20 people, and the first option was the preferred logo.



#### 4. DMB Manager – re Heritage Sign Bylaws

##### Recommendation

“THAT the Downtown Orillia Board review the Heritage Sign Bylaws;

AND THAT staff be directed to circulate a survey regarding the DSPA bylaws with the following questions;

##### Background/Key Facts:

- Current process requires two approvals, and is confusing to new merchants.
- There are requirements for window usage without permits being required.
- A-Frame sidewalk signs require an application and approval from the DOMB office as well as an application with approval from the city.
- Feedback is negative regarding the process.

##### Survey Questions:

-

DMB Staff and Committee Report  
March 21, 2023

5. Director, Doug Cooper – Parking Advisory Committee

“THAT the Parking Advisory Committee Update be received.”

6. Director, Megan Murray – Transit Advisory Committee

“THAT the Transit Advisory Committee update be received.”