



# **AGENDA MATERIAL**

## **COMMITTEE OF THE WHOLE**

**MEETING DATE:** MONDAY, MARCH 7, 2022

**LOCATION:** S. H. BLAKE MEMORIAL AUDITORIUM  
(Council Chambers)

**TIME:** 6:30 P.M.



**MEETING:** Committee of the Whole

**DATE:** Monday, March 7, 2022

*Reference No. COW - 9/53*

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**CLOSED SESSION in the McNaughton Room at 5:30 p.m.**

Committee of the Whole - Closed Session

Chair: Councillor Aldo Ruberto

**OPEN SESSION in S.H. Blake Memorial Auditorium at 6:30 p.m.**

Committee of the Whole - Operations Session

Vice-Chair: Councillor Albert Aiello

***DISCLOSURES OF INTEREST***

***CONFIRMATION OF AGENDA***

Confirmation of Agenda - March 7, 2022 - Committee of the Whole **(Page 4)**

With respect to the March 7, 2022 Committee of the Whole, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

***PRESENTATIONS***

**City of Thunder Bay Organics (Green Bin) Diversion Program Presentation**

Memorandum from Manager - Solid Waste & Recycling Services, dated February 16, 2022 requesting to provide a presentation relative to the above noted. **(Page 5)**

***ITEMS ARISING FROM CLOSED SESSION***

## ***REPORTS OF COMMITTEES, BOARDS AND OUTSIDE AGENCIES***

### **Clean, Green & Beautiful Committee Minutes**

Minutes of Meetings 08-2021 and 09-2021 of the Clean, Green & Beautiful Committee held on November 17, 2021, and December 15, 2021, for information. **(Pages 6 – 14)**

## ***REPORTS OF MUNICIPAL OFFICERS***

### **Streamline Development Approval Fund**

Report R 29/2022 (Development & Emergency Services) recommending that Appropriation No. 4 be approved to establish the budget for the City of Thunder Bay's Streamline Development Approval Fund initiatives as fully funded by Ontario's Ministry of Municipal Affairs and Housing. **(Pages 15 – 42)**

WITH RESPECT to Report R 29/2022 (Development & Emergency Services), we recommend that Appropriation No. 4 be approved to establish the budget for the City of Thunder Bay's Streamline Development Approval Fund initiatives as fully funded by Ontario's Ministry of Municipal Affairs and Housing;

AND THAT any necessary by-laws be presented to Council for ratification.

## ***PETITIONS AND COMMUNICATIONS***

### **2021 Management Review Report – DWQMS – City of Thunder Bay Bare Point Water Treatment Plant and Distribution Subsystem**

Memorandum from General Manager - Infrastructure & Operations Kerri Marshall dated February 15, 2022 providing an overview relative to the above noted. **(Pages 43 – 45)**

### **National Active Transportation Fund Project Recommendation**

Memorandum relative to the above noted to be distributed separately.

### **Prince Arthur's Landing Waterfront Project - Outstanding Item**

Memorandum from General Manager - Community Services Kelly Robertson dated February 15, 2022 containing a motion recommending that Outstanding Item 2013-010-CS - Prince Arthur's Landing Phase 1 - Project Update and Final Capital Works - Project Update 2013 & December 2014 be removed from the Community Services Outstanding List. **(Pages 47 – 49)**

WITH RESPECT to the Memorandum from General Manager – Community Services Kelly

Robertson and Director – Engineering & Operations Kayla Dixon, we recommend that Outstanding Item 2013-010-CS - Prince Arthur's Landing Phase 1 - Project Update and Final Capital Works - Project Update 2013 & December 2014 be removed from the Community Services Outstanding List.

#### **Automated Speed Enforcement – Administration Update - Outstanding Item**

Memorandum from Director of Engineering & Operations Kayla Dixon, dated February 28, 2022 containing a motion recommending that the report back date relating to Outstanding Item No. 2020-048-INO (Automated Speed Enforcement) be changed from April 4, 2022 to June 6, 2022.

**(Pages 50 – 51)**

WITH RESPECT to the Memorandum from Kayla, Director – Engineering & Operations Division dated February 28, 2022, we recommend that the report back date relating to Outstanding Item No. 2020-048-INO (Automated Speed Enforcement) be changed from April 4, 2022 to June 6, 2022.

#### **Ontario Big City Mayors Resolution**

Memorandum from Mayor Bill Mauro relative to the above noted to be distributed separately.

#### **Establishment of City Council Meeting – March 7, 2022**

The following resolution will be presented to Committee of the Whole in order to establish City Council Meeting on March 7, 2022. **(Page 52)**

THAT a City Council meeting be scheduled immediately following the Committee of the Whole Meeting scheduled on Monday, March 7, 2022.

#### ***OUTSTANDING ITEMS***

#### **Outstanding List for Operations as of February 22, 2022**

Memorandum from City Clerk Krista Power, dated February 22, 2022 providing the Operations Outstanding Items List, for information. **(Pages 53 – 55)**

#### ***NEW BUSINESS***

#### ***ADJOURNMENT***

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***MEETING DATE***      03/07/2022 (mm/dd/yyyy)

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***SUBJECT***              Confirmation of Agenda

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***SUMMARY***

Confirmation of Agenda - March 7, 2022 - Committee of the Whole

***RECOMMENDATION***

With respect to the March 7, 2022 Committee of the Whole, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

## **Memorandum**

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**TO:** Krista Power, City Clerk

**FROM:** Jason Sherband, Manager- Solid Waste & Recycling Services

**DATE:** February 16, 2022

**SUBJECT:** Request to Present Information – March 7, 2022 COW Meeting

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We request the opportunity to provide a presentation relative to the development of the City of Thunder Bay Organics (Green Bin) Diversion Program to Committee of the Whole at the meeting on Monday, March 7, 2022. With the assistance of Mike Birett, Project Lead from EXP Services Inc., we will provide a brief presentation in regards to the City's obligations as it relates to the Provincial Policy Statement on Food and Organic Waste.

Sincerely,

Jason Sherband  
Manager-Solid Waste & Recycling Services

cc: Dana Earle- Deputy City Clerk  
Gord Stover- Committee & Meeting Management System Coordinator

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***MEETING DATE***      03/07/2022 (mm/dd/yyyy)

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***SUBJECT***              Clean, Green & Beautiful Committee Minutes

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***SUMMARY***

Minutes of Meetings 08-2021 and 09-2021 of the Clean, Green & Beautiful Committee held on November 17, 2021, and December 15, 2021, for information.

***ATTACHMENTS***

1 November Minutes  
2 December Minutes

**DATE:** NOVEMBER 17, 2021**MEETING NO. 08-2021****TIME:** 10:00 AM**PLACE:** MICROSOFT TEAMS**CHAIR:** COUNCILLOR R. JOHNSON**MEMBERS:**

Councillor R. Johnson, *City Council*  
K. Donahue, *Citizen Representative*  
J. Charette, *Ministry of Tourism Culture & Sport*  
M. Davidson, *EcoSuperior*  
K. Jessiman, *Medium Business Representative*  
S. Margarit, *Large Industrial Representative*  
A. Puiatti, *Architectural*  
D. Pallen, *Heritage Advisory Committee*  
A. Viljoen, *Citizen Representative*  
K. Berlinquette, *Small Business Representative*  
J. Reinhart, *Youth Representative*  
K. Holmes, *Public Art Committee*  
S. Godwin, *Thunder Bay Art Gallery*

**OFFICIALS:**

K. Lewis, General Manager, Development & Emergency Services  
J. Fazio, Planner II  
K. Hell, Communications Coordinator, Development & Emergency Services

**GUESTS:**

L. Constanzo, Community Services  
A. Coomes, Sustainability Coordinator  
D. McCloskey, Planning Services

**1. WELCOME & DISCLOSURES OF INTEREST**

The Chair, Councillor R. Johnson, called the meeting to order at 10 am. There were no disclosures of interest declared at this time.

**2. AGENDA APPROVAL**

It was the consensus of the Committee that the agenda for Meeting No. 09-2021 of the Clean, Green & Beautiful Committee held on December 15, 2021 be confirmed.

**3. MINUTES OF PREVIOUS MEETING**

It was consensus of the Committee to confirm the Minutes of Meeting No. 08-2021 held on November 17, 2021.



4. PLANNING SERVICES ZONING BY-LAW PRESENTATION

J. Fazio and D. McCloskey provided an informative presentation on the Zoning By-Laws. The presentation is available upon request.

5. 2021 PROJECTS UPDATE

G. Walter provided an update via email prior to the November meeting.

Arranging to have the planters and potted trees picked up from the summer Pilots from the North Core Streetscape Pilots. These materials will be on-hand for the spring to be deployed if new Pilots or Streetscape beautification in the BIAs or on the streets.

Roundabout Indigenous plantings will be developed through the winter at the Conservatory/Greenhouses to go into the ground in the spring. Tender for the Greenhouses and Headhouse (Annex) to replace the Greenhouses will go out this week.

Wildflower seeding of the islands on Leland was started but awaiting final seeding once we have the seed mixes.

6. CLEAN, GREEN & BEAUTIFUL CORPORATE POLICY REVIEW

Committee discussed an overview of the Clean, Green & Beautiful Policy and the recommended changes. A discussion was held relative to the policy being more direct and supported by the criteria document.

A motion was passed to accept the revised Clean, Green & Beautiful Corporate Policy in principle.

Moved by A. Viljoen and K. Jessiman

Final approval will take place at the December meeting.

K. Hell to send a copy of the existing policy and a copy with the recommended changes to the Clean, Green & Beautiful Committee.

7. EMERGING PROJECTS

There will be no High School projects this year due to COVID-19.

A review was recommended for the Emerging Projects and the High School evaluation/application forms.

S. Godwin, R. Johnson, A. Viljoen, B. Baker agreed to meet for an hour regarding the changes required for the above mentioned.

8. CLEAN, GREEN & BEAUTIFUL AWARDS UPDATE

Non-Chamber members are not eligible to be nominated. Chamber of Commerce memberships are \$315 per year.

A suggestion was made to share the call out for Clean, Green & Beautiful nominees on social media.

B. Baker, K. Jessiman, S. Godwin and A. Puiatti continue to work on recruiting nominations. Nominees to be brought forward at the December meeting.

9. DOWNTOWN FORT WILLIAM REVITALIZATION COMMITTEE

S. Margarit provided an update relative to the above. The Downtown Fort William Revitalization Committee had their introductory meeting November 9, 2021. Working on their procedural by-law, Terms of Reference and Conduct.

The strategic renewal plan is be ready for the end of 2022 and budget to date is \$79,000.

S. Margarit was elected Chair of the Committee.

10. EARTHCARE UPDATE

A.Coomes provided an informative update relative the above noted focusing on the Net Zero Strategy until 2050.

11. PUBLIC ART UPDATE

K. Holmes provided an update relative to the above.

Traffic box wraps are completed on the corners of James and Arthur and Saunders and Oliver. The balance should be installed in the spring.

The All Together bus design is complete and waiting on the installation date.

L. Bode resigned and her position will be posted shortly

No meeting in November.

12. HERITAGE COMMITTEE UPDATE

D. Pallen provided an update relative to the above.

The Committee is looking for guidance regarding Indigenous Relations heritage projects moving forward.

From the initial 30 possible heritage properties to be registered the list has been narrowed down to four; Donald McKellar residence, the Katie McKellar residence, the Young residence (a.k. Selkirk Manor), all in the south side and the doctor's cottage (on Ray Court in the north side of town).

The Committee continues to work on the Heritage Property Tax Relief (Incentive) Programme.

Doors Open to be held September 10, 2022 will have an agricultural theme. A Clean, Green & Beautiful representative would be a great addition.

Heritage properties can be viewed on the City of Thunder Bay [website](#).

13. ROUNDTABLE

Councillor R. Johnson

- Letter of Deputation re the Litter Program organized by Eco-Superior was sent to Clerk's Office requesting a specific date for the presentation.
- No meeting in January, first meeting of 2022 will be February 16.
- Meeting with S. Prince, Year of the Garden has been postponed.
- In person meeting will be held over the lunch hour at the Art Gallery from 11:30 to 1 pm in June.

14. NEXT MEETING

Committee meetings are held on the 3<sup>rd</sup> Wednesday of each month, except July and August, from 10:00 a.m. until 12:00 p.m. in the McNaughton Room, 3<sup>rd</sup> Floor of City Hall, unless otherwise notified.

- Wednesday, December 15, 2021 TBD

15. ADJOURNMENT

11:55 am

**DATE:** DECEMBER 15, 2021**MEETING NO. 09-2021****TIME:** 10:00 AM**PLACE:** MICROSOFT TEAMS**CHAIR:** COUNCILLOR R. JOHNSON**MEMBERS:**

Mayor Bill Mauro, *City Council*  
Councillor Rebecca Johnson, *City Council*  
Bilana Baker, *Local Artist*  
Kelly Berlinquette, *Small Business Representative*  
Jean Charette, *Ministry of Tourism Culture & Sport*  
Melissa Davidson, *EcoSuperior*  
Kendall Donahue, *Citizen Representative*  
Jesse Hamilton, *EcoSuperior*  
Kyle Jessiman, *Medium Business Representative*  
Stephen Margarit, *Large Industrial Representative*  
Peter Mersch, *Landscape Designer*  
Diana Pallen, *Heritage Advisory Committee*  
Jessica Reinhart, *Youth Representative*  
Albertus Viljoen, *Citizen Representative*

**OFFICIALS:**

Karen Lewis, General Manager, Development & Emergency Services  
Jillian Fazio, Planner II  
Kelly Hell, Communications Coordinator, Development & Emergency Services

**GUESTS:**

Louisa Costanzo, Community Services  
Jason Sherband, Solid Waste & Recycling

**1. WELCOME & DISCLOSURES OF INTEREST**

The Chair, Councillor Rebecca Johnson, called the meeting to order at 10 am. There were no disclosures of interest declared at this time.

**2. AGENDA APPROVAL**

It was the consensus of the Committee that the agenda for Meeting No. 09-2021 of the Clean, Green & Beautiful Committee held on December 15, 2021 be confirmed.

**3. MINUTES OF PREVIOUS MEETING**

It was consensus of the Committee to confirm the Minutes of Meeting No. 08-2021 held on November 17, 2021.

4. CLEAN, GREEN & BEAUTIFUL CORPORATE POLICY REVIEW

Administration has requested that items (funding and designation) removed from the Clean, Green & Beautiful Policy be put back in.

The Committee discussed an overview of the Clean, Green & Beautiful Policy and recommended a further review for the new changes at the February meeting.

Karen Lewis worked with the City Clerk's Office to prepare a memo that was sent to Council that the Corporate Policy update be referred to the end of April 2022.

In addition, it was discussed to review the Clean, Green & Beautiful Terms of Reference at the same time as the Corporate Policy. The same sub-committee agreed to work on the Terms of Reference, Councillor Rebecca Johnson, Biljana Baker, Diana Pallen, Albertus Viljoen and Kendal Donahue.

5. EMERGING PROJECTS

This agenda item has been deferred to the February meeting. The sub-committee: Sharon Godwin, Rebecca Johnson, Albertus Viljoen and Biljana Baker will schedule a meeting.

6. CLEAN, GREEN & BEAUTIFUL AWARDS UPDATE

Clean, Green & Beautiful has received two nominations for the Chamber Awards.

A request made to the group to send any additional nominations to Kyle Jessiman by the end of January 2022.

DOWNTOWN FORT WILLIAM REVITALIZATION COMMITTEE

Stephen Margarit provided an update relative to the above.

At their second meeting, the Committee received three presentations; Jeff Palmer outlined an initial work plan, Public Consultations and the Planning Department.

7. ECOSUPERIOR LITTER DEPUTATION TO COUNCIL

Jesse Hamilton and Melissa Davidson noted that the Litter Prevention Program 2020/21 deputation would be presented to Council on January 24, 2022 and include the following:

- Data Collection
- Cigarette butt litter
- Engaging business to incorporate cleaner choices
- Confirming additional garbage bins being installed and which locations

8. EARTHCARE

Work continues on the new EarthCare Sustainability Report. Kyle Jessiman reached out to the group to review the report online and welcomes any feedback.

9. HERITAGE COMMITTEE UPDATE

Diana Pallen provided an update relative to the above.

Chippewa Park Pavilion is working with the Fort William First Nations on developing new processes.

The City's Planning Department provided a presentation on the new Zoning By-Laws.

10. PUBLIC ART UPDATE

The recruitment for the coordinator's position has been short-listed. Interviews will start this week.

The All Together "Maamawe" bus is waiting on installation. Targeting January 2022 and will invite the Committee to the media event.

A media release went out on the traffic boxes.

Snow sculpture competition and Snow Days information has gone out.

11. SOLID WASTE AND RECYCLING SERVICES PRESENTATION

Jason Sherband, Manager, Solid Waste and Recycling Services, provided a detailed and informative presentation on Solid Waste and Recycling Services. The presentation is available upon request.

12. ROUNDTABLE

Albertus Viljoen  
Presented the North Core Street Scape study to Council, which was well received.

Diana Pallen  
Brodie Resource Library is having a mural installed commemorating the history and legacy of the Residential Schools.

Councillor R. Johnson

Working group, Karen Lewis, Albertus Viljoen, Biljana Baker, Andy Puiatti, Louisa Costanzo, Stephen Margarit, Sue Hamel, Rebecca Johnson, Karen Berlinquette are to meet in January regarding the present Clean, Green & Beautiful Projects to be discussed at the February meeting  
No meeting in January

13. NEXT MEETING

Committee meetings are held on the 3<sup>rd</sup> Wednesday of each month, except July and August, from 10:00 a.m. until 12:00 p.m. in the McNaughton Room, 3<sup>rd</sup> Floor of City Hall, unless otherwise notified.

- Wednesday, February 16, 2022
- Wednesday, March 16, 2022
- Wednesday, April 20, 2022
- Wednesday, May 18, 2022
- Wednesday, June 15, 2022
- July – consider a tour of projects
- No further meetings will be held until after the Municipal Election

14. ADJOURNMENT

The meeting adjourned at 11:50 am

# Corporate Report

<b>DEPARTMENT/ DIVISION</b>	Development & Emergency Services	<b>REPORT</b>	R 29/2022
<b>DATE PREPARED</b>	02/15/2022	<b>FILE</b>	
<b>MEETING DATE</b>	03/07/2022 (mm/dd/yyyy)		
<b>SUBJECT</b>	Streamline Development Approval Fund		

## **RECOMMENDATION**

WITH RESPECT to Report R 29/2022 (Development & Emergency Services), we recommend that Appropriation No. 4 be approved to establish the budget for the City of Thunder Bay's Streamline Development Approval Fund initiatives as fully funded by Ontario's Ministry of Municipal Affairs and Housing;

AND THAT any necessary by-laws be presented to Council for ratification.

## **EXECUTIVE SUMMARY**

This Report recommends approval of Appropriation No. 4 to establish the budget for the City of Thunder Bay's Streamline Development Approval Fund (SDAF) initiatives as fully funded by Ontario's Municipal Affairs and Housing. The City of Thunder Bay has been awarded up to \$1.75 million of grant funding to assist with projects to streamline the development approval process for developers, organizations and individuals wishing to undertake development in the City of Thunder Bay. These projects are consistent with the comprehensive Digital Strategy endorsed by City Council in December 2021.

Interim and final reports related to the funding are due to the Ministry of Municipal Affairs and Housing on April 22, 2022, and February 28, 2023, respectively.

## **LINK TO STRATEGIC PLAN**

The City of Thunder Bay's "One City, Growing Together" 2019 – 2022, Strategic Plan details a vision of the City that will act to Lead, Serve, Grow, and Renew. The Digital Strategy supports these goals particularly as it relates to advancing service excellence through a citizen focus and best use of technology.

Serve: Goal 3. Review points of contact with customers to identify better ways of serving the public that are inclusive and easy to use.



The Digital Strategy identifies a number of digital service delivery enhancements, which directly support this goal, including projects related to e-permitting and streamlining development approvals.

## ***DISCUSSION***

The Streamline Development Approval Fund has been made available to large urban municipalities to unlock housing supply by streamlining, digitizing, and modernizing their approach to managing and approving applications for residential developments. The fund can also be used to support diversity internship programs within planning and building departments. On January 19, 2022, the City of Thunder Bay was advised its allocation was up to \$1.75 million.

The development of a comprehensive Digital Strategy that aligns with the City's Strategic Plan was a recommendation of the recent Grant Thornton Program and Services Review and was recommended for Implementation in Corporate Report R 144/2020 (City of Thunder Bay Program and Service Review – Implementation) presented at a special Committee of the Whole meeting on December 9, 2021.

Following on consultation with members of Council, Thunder Bay Chamber of Commerce, Thunder Bay Community Economic Development Commission, and a stakeholder consultation session with representatives from the building and construction Community, the projects this grant will make possible were identified as priorities for implementation in 2023.

Work is now underway with a third party consulting firm to develop the phased work plan with e-permitting and e-plans as the highest priorities. Where applicable, projected outcomes associated with recommendations will identify process improvements and potential cost savings, if applicable. Eligible projects are described in Schedule C of the Agreement.

As detailed in Schedule F of the Agreement, interim and final reports related to the funding are due to the Ministry of Municipal Affairs and Housing on April 22, 2022, and February 28, 2023, respectively

## ***FINANCIAL IMPLICATION***

The City of Thunder Bay will receive up to \$1.75 million of grant funding for implementation of projects to streamline the development approval process for developers, organizations and individuals wishing to undertake development in the City of Thunder Bay.

Administration is recommending that Appropriation No. 4 be approved

***REFERENCE MATERIAL ATTACHED:***

Attachment 1 – Streamline Development Approval Fund Transfer Payment Agreement

Attachment 2 – Appropriation No. 4

***PREPARED BY: KAREN LEWIS, GENERAL MANAGER – DEVELOPMENT & EMERGENCY SERVICES AND JACK AVELLA, DIRECTOR – CORPORATE INFORMATION TECHNOLOGY***

THIS REPORT SIGNED AND VERIFIED BY: (NAME OF GENERAL MANAGER)  Karen Lewis, General Manager – Development & Emergency Services	DATE:  February 24, 2022
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## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### B E T W E E N :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Municipal Affairs and  
Housing**

**(the “Province”)**

**- and -**

**The Corporation of the City of Thunder Bay**

**(the “Recipient”)**

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

Schedule “A” -	General Terms and Conditions
Schedule “B” -	Project Specific Information and Additional Provisions
Schedule “C” -	Project
Schedule “D” -	Budget
Schedule “E” -	Payment Plan
Schedule “F” -	Reports.

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 **One and the Same Agreement.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Municipal Affairs and Housing**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: The Honourable Steve Clark  
Title: Minister of Municipal Affairs and Housing

**The Corporation of the City of Thunder Bay**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A12.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the

Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

**“Loss”** means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

**“Maximum Funds”** means the maximum set out in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

**“Project”** means the undertaking described in Schedule “C”.

**“Records Review”** means any assessment the Province conducts pursuant to section A7.4.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.



### **A3.0 TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, “**Province**” includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1:
  - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”;
  - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
  - (i) completed to the satisfaction of the Province; and
  - (i) signed by an authorized signing officer of the Recipient.

A7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3; and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A10.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and

- (b) the Notice Period.

A12.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), and (i).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

#### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A14.0 FUNDS UPON EXPIRY**

A14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

#### **A15.0 DEBT DUE AND PAYMENT**

A15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the



excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

## **A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

## **A18.0 SEVERABILITY OF PROVISIONS**

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any

actions that could establish or imply such a relationship.

#### **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

#### **A22.0 GOVERNING LAW**

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A23.0 FURTHER ASSURANCES**

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A24.0 JOINT AND SEVERAL LIABILITY**

A24.1 **Joint and Several Liability.** Where the Recipient comprises of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

### **A26.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a **"Failure"**);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

**A27.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	Up to \$1,750,000
<b>Expiry Date</b>	March 31, 2023
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule "A"</b>	\$5,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> Brenda Vloet <b>Position:</b> Manager, Municipal Programs and Outreach Unit <b>Address:</b> 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor <b>Email:</b> Brenda.Vloet@ontario.ca
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<b>Position:</b> <b>Address:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

B1 Section 4.3 of Schedule "A" is amended by adding the following subsection:

- (e) Not use the Funds for the purpose of paying the Recipient's regular salary costs.

## SCHEDULE “C” PROJECT

Project Title
City of Thunder Bay Streamline Development Approval Fund Initiative
Objectives
The objective of the Project is to streamline the Recipient’s development approval processes or support a diversity internship program in connection with the Recipient’s development approvals processes.
Description
<p>The Recipient will undertake one or more of the following:</p> <ol style="list-style-type: none"> <li>1. Procuring consulting or fee-for-service resources to do one or more of the following: <ol style="list-style-type: none"> <li>a. Identify and assist the Recipient to implement more efficient processes for the Recipient’s development approvals;</li> <li>b. Prepare draft changes to the Recipient’s zoning by-laws and explore opportunities to accommodate new housing development as-of-right;</li> <li>c. Implement or enhance implementation of a Community Planning Permits system with a housing component;</li> <li>d. Review council decision-making processes related to development approvals and make recommendations for streamlining those processes, including delegating certain planning decisions to the Recipient’s staff where considered appropriate;</li> <li>e. Develop draft Community Improvement Plans that include housing incentives; and</li> <li>f. Undertake studies to support new housing types;</li> </ol> </li> <li>2. Implementing e-permitting systems or online “Manage My Application” systems that provide for online status checking, interaction between the applicant and planners, fee payments, and ability to start additional permits and view agency comments;</li> <li>3. Implementing systems that enable the use of online application forms, which allow for the submission of supporting documents, drawings, and studies as well as standardizes forms, drawings, studies and data submissions;</li> <li>4. Developing online application guides to help applicants select a location, identify development type, and follow a step-by-step guide to determine application submission requirements;</li> <li>5. Implementing online booking and web meetings systems for pre-consultation and planning meetings;</li> <li>6. Purchasing data/application management/workflow software, digital drawing software, or 3D tools to assist with design and visualization of development applications;</li> </ol>

7. Purchasing software or hardware to improve the Recipient's efficiency in handling payments related to development approvals, such as new hardware or software to handle online payments or credit card payments;
8. Standardizing terminology, application processes, and data requirements as well as developing terms of reference to improve the customer experience and position partners for simpler data sharing;
9. Hiring temporary staff to deal with backlogs related to development approvals, including inspectors and Committee of Adjustment clerks;
10. Implement diversity internship programs to support diversification of planning or building departments including internships for qualified students or new graduates with a focus on people with disabilities, Indigenous, Black, and racialized individuals, and people from diverse ethnic and cultural origins, sexual orientations, and gender identities and expressions; and
11. Other initiatives to streamline the Recipient's development approval processes, with the written approval of the Province.

**SCHEDULE "D"**  
**BUDGET**

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Item	Amount
Reimbursement of Project costs incurred between January 19, 2022 to the earlier of February 28, 2023 or the submission of the Final Report Back.	Up to \$1,750,000



**SCHEDULE “E”  
PAYMENT PLAN**

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<b>Milestone</b>	<b>Scheduled Payment</b>
<ul style="list-style-type: none"><li>• Execution of Agreement</li></ul>	Initial payment of <b>\$875,000</b> made to recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none"><li>• Submission of the Interim Report Back</li></ul>	Interim payment made to the Recipient no more than thirty (30) days after the Province’s approval of the Interim Report Back, for costs incurred and submitted as part of the interim Report Back that exceed the initial payment
<ul style="list-style-type: none"><li>• Submission of Final Report Back to the Province</li></ul>	Final payment of up to <b>\$875,000</b> made to the Recipient no more than thirty (30) days after the Province’s approval of the Final Report Back for costs incurred and submitted as part of the Final Report Back that exceed the initial and interim payments.

## SCHEDULE “F” REPORTS

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Name of Report	Reporting Due Date
1. Interim Report Back	April 22, 2022
2. Final Report Back	February 28, 2023

### 1. Interim Report Back

The Recipient will submit one (1) Interim Report Back to the Province by April 22, 2022 using the reporting template provided by the Province. The Interim Report will include:

- A written description outlining how the Recipient intends to spend the Funds, along with a workplan, timeline and budget for the Project.
- A list of actual costs to carry out the Project paid by the Recipient, with supporting documentation, such as invoices or receipts, showing actual costs incurred to date, if any.

### 2. Final Report Back

The Recipient will submit one (1) Final Report Back to the Province once the Project is completed and by February 28, 2023. The Final Report Back will include a publicly posted staff report and completion of a report back template.

The staff report should include a summary of the Project, how the Funds were spent, and measures or actions expected to be achieved, and must be posted on the Recipient’s publicly accessible website.

The report back template will be submitted to the Province and includes:

- A written description outlining how the Recipient completed the Project
- A description of how the initial payment was spent as well as setting out the additional costs incurred for the Project.
- A description of the anticipated cost savings or outcomes of the Project related to streamlining the Recipient’s development approval process.
- A description of the measures or actions expected to be achieved through the modernization or the streamlining of the Recipient’s systems and processes related to the development approval processes.
- If the Recipient’s Project included the implementation of an internship program for the Recipient’s planning or building departments, the number of interns enrolled in the diversity internship program.
- The actual costs to carry out the Project that have not been included as part of the Interim Report Back paid by the Recipient with supporting documentation such as invoices or receipts, showing actual costs incurred and paid.
- A hyperlink to the staff report on the Recipient’s publicly accessible website.

		The City of Thunder Bay		DATE: 02-15-22				
DEPARTMENT: Development & Emergency Services		REQUEST FOR APPROPRIATION CHANGE		<div></div>				
DIVISION: General Manager's Office		REQUEST FOR ADDITIONAL APPROPRIATION		<div>X</div>				
				<div>4</div> APPROP NO.				
WBS ELEMENT		DESCRIPTION		BUDGET AVAILABLE	INCREASE	DECREASE	ADMIN USE	
							IM Position	Fund Code
DEV-GM0-220002-01-01		SDAF Projects			1,750,000		4.1	75
		Provincial Grant - Streamlining Development Approvals Fund				1,750,000		75
					1,750,000	1,750,000		
EXPLANATIONS/REASONS:  Funding awarded under Streamling Development Approvals Fund. These funds are to be used for consulting services, software, implementation of epermitting, mobile technology and other project costs consistent with the Council approved Digital Strategy.				EFFECT ON LEVEL OF SERVICE:  DECREASE INCREASE MAINTAINED <div></div> <div>X</div> <div></div>				
				DATE: _____  RECOMMENDED/APPROVED  <div>Linda Evans</div> <div>CITY TREASURER</div>  <div>Norm Gale</div> <div>CITY MANAGER</div>				
PREPARED BY: M Gallagher for B McIlwain		VERIFIED BY			COMMITTEE OF THE WHOLE			
REVIEWED BY: Karen Lewis General Manager - Development & Emergency Services		FINANCE: Moira Gallagher Moira Gallagher, CPA, CMA Budget & Planning Accountant Corporate Services & Long Term Care Department			<div>APPROVED</div> <div>NOT APPROVED</div> <div></div> <div></div> <div>DATE: _____</div>			

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***MEETING DATE***     03/07/2022 (mm/dd/yyyy)

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***SUBJECT***             2021 Management Review Report – DWQMS – City of Thunder Bay  
Bare Point Water Treatment Plant and Distribution Subsystem

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***SUMMARY***

Memorandum from General Manager - Infrastructure & Operations Kerri Marshall dated February 15, 2022 providing an overview relative to the above noted.

***ATTACHMENTS***

1 Memorandum from Kerri Marshall

## **Memorandum**

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**TO:** Krista Power, City Clerk

**FROM:** Kerri Marshall, General Manager – Infrastructure & Operations

**DATE:** February 15, 2022

**SUBJECT:** 2021 Management Review Report – DWQMS – City of Thunder Bay  
Bare Point Water Treatment Plant and Distribution Subsystem  
Committee of the Whole – March 7, 2022

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Members of Council,

The Environment Division – Water Authority has continued to demonstrate its commitment towards continual improvement of the Drinking Water Quality Management System (DWQMS) for the City of Thunder Bay Bare Point Water Treatment Plant and Distribution Subsystem.

The Drinking Water Quality Management Standard is the Quality Management Standard approved under s. 21 of the *Safe Drinking Water Act, 2002*, and complements Ontario's legislative and regulatory framework by endorsing a proactive and preventive approach to assuring drinking water quality. This approach includes consideration of elements that are fundamental to ensuring the long-term sustainability of a Drinking Water System including: management processes employed within the system; the maintenance of infrastructure used to supply drinking water; and, identification of potential risks and risk mitigation strategies for items such as system security, water treatment, and the impacts of climate change.

Report No. 84/2015 (Environment) authorized the continued designation of the General Manager – Infrastructure and Operations as the Owners Representative for the City of Thunder Bay DWQMS. As such, the 2021 Annual Management Review Report for the Bare Point Water Treatment Plant and Distribution Subsystem has been completed and presented to myself, as the Owner's designate. The annual Management Review evaluates the suitability, adequacy and effectiveness of the DWQMS and includes a review of the internal and external audits results, water quality results, operational performance and a review of system infrastructure as a highlight. The Management Review Report outlines the results of the Management Review and identifies corrective actions to support continual improvement of the system including specific action items, time lines and personnel responsible.

A Surveillance System Audit was carried out by SAI Global in September 2021 to obtain audit evidence and to determine a) whether the quality management activities and related results conform to DWQMS V2 requirements, and b) if they have been effectively implemented and/or maintained. The external audit confirmed the management system remains effectively implemented and meets the requirements of the standard relative to the scope of certification. SAI Global provided a recommendation for continued certification of the Water Authority.

The 2021 Management Review Report finds that the Water Authority has demonstrated the continued delivery of high quality safe drinking water and their commitment to continual improvement.

The Statutory Standard Duty of Care under the SDWA requires system owners to be aware of the Quality Management System for its drinking water system and its components. The Operational Plan documents the DWQMS and is based on meeting or exceeding the requirements of the Ministry of Environment, Conservation and Parks' Drinking Water Quality Management Standard.

If you have any questions regarding this review, please do not hesitate to contact the undersigned.



Kerri Marshall, General Manager  
Infrastructure & Operations

CC: - EMT  
- Michelle Warywoda, Director - Environment Division  
- Tony Santos, Manager – Compliance & Quality Control



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***MEETING DATE***     03/07/2022 (mm/dd/yyyy)

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***SUBJECT***             National Active Transportation Fund Project Recommendation

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***SUMMARY***

Memorandum relative to the above noted to be distributed separately.

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**MEETING DATE** 03/07/2022 (mm/dd/yyyy)

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**SUBJECT** Prince Arthur's Landing Waterfront Project - Outstanding Item

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***SUMMARY***

Memorandum from General Manager - Community Services Kelly Robertson dated February 15, 2022 containing a motion recommending that Outstanding Item 2013-010-CS - Prince Arthur's Landing Phase 1 - Project Update and Final Capital Works - Project Update 2013 & December 2014 be removed from the Community Services Outstanding List.

***RECOMMENDATION***

WITH RESPECT to the Memorandum from General Manager – Community Services Kelly Robertson and Director – Engineering & Operations Kayla Dixon, we recommend that Outstanding Item 2013-010-CS - Prince Arthur's Landing Phase 1 - Project Update and Final Capital Works - Project Update 2013 & December 2014 be removed from the Community Services Outstanding List.

***ATTACHMENTS***

1 Memorandum from Kayla Dixon



## Memorandum

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**TO:** Members of Council

**FROM:** Kelly Robertson, General Manager – Community Services  
Kayla Dixon, P. Eng. MBA, Director – Engineering & Operations

**DATE:** February 15, 2022

**SUBJECT:** Prince Arthur's Landing Waterfront Project  
Committee of the Whole – March 7, 2022

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At the March 25, 2013 Committee of the Whole, Report No. 2013.018 (Waterfront Development) relative to providing an update on the Phase 1 – Prince Arthur's Landing Waterfront Project, and further recommending approvals in order to complete outstanding project components by December 31, 2014 as per funding requirements, including maximizing available match funding from the Northern Ontario Heritage Fund Corporation (NOHFC), was presented. At the time, a resolution was passed directing that Administration report back to Council with a further project update after all construction contracts have been awarded and again when the Phase 1 - Prince Arthur's Landing (PAL) project is fully completed.

The final phase of Prince Arthur's landing was completed in 2021; therefore, Administration is providing this memorandum summarizing the project costs and external funding leveraged.

The development at PAL provides a space for residents and visitors to enjoy the waterfront in all seasons and has brought economic development to the north core as well as the City as a whole. The project was a joint effort with funding from all levels of government as well as community partners.

### Water Garden and Baggage Arts Buildings

The Water Garden Pavilion and the adjacent Baggage Building Arts Centre are the first two LEED-certified buildings in Thunder Bay, both achieving LEED Gold certification. The Pavilion's innovative features include solar energy, green roof, and recycled content building material. It also incorporates all mechanical and storage requirements of the adjacent water/ice park features as well as the ice re-surfacer. The Marina Park splash pad with a water garden island feature is the most popular part of the waterfront development at Prince Arthur's Landing and is turned into an outdoor skating rink in the winter.

The Baggage Building Arts Centre is a platform for cultural exchange and collaboration at Prince Arthur's Landing. The space includes an accessible pottery studio open to the public and two exhibition spaces fostering community spirit, cultural awareness and civic pride.

### Public Art

Patrons visiting Prince Arthurs Landing will come across a diverse collection of art that reflects the unique character of Thunder Bay. Highlights include the Spirit Garden and the celebration

circle panels and performance space to honour Thunder Bay's Indigenous heritage. A public walking tour through PAL will also take participants by several other art installations including Traveller's Return, 2Beacons Jigew, Embedded History, and thirteen written art installations to provide moments of pause and reflection with granite benches for resting.

#### Infrastructure Improvements

Improvements include streetscape along Pearl Street and Sleeping Giant Parkway, final pavement surfaces on Pearl Street and Sleeping Giant Parkway and installation of a roundabout at Pearl Street. Trails extend throughout the development encouraging pedestrians and cyclists to explore. Market Square is designed with landscaping, decorative lighting, site furnishings, and electrical connections which will facilitate using the site for food trucks, bands, or special events. A wetland was created for stormwater treatment and an oil grit separator was installed in partnership with the Red Sky Metis Independent Nation to remove oil and sediment and screen debris from stormwater and snowmelt entering a Habitat Pond.

#### Leveraged Funding

The total costs for the Prince Arthur's Landing Waterfront Project are \$63,741,284.21. External funding was largely leveraged for this project with funds provided by:

- Community Contribution \$90,683.30
- Community Partnership Reserve Fund \$97,545.20
- Federation of Canadian Municipalities (FCM) – GMF \$66,453.55
- FEDNOR \$2,379,554.68
- Canada Community Building Fund (formerly FGT) \$1,345,207.88
- Build Canada Federal & Provincial \$29,299,998.78
- Land Development Account \$4,733.26
- NOHFC \$5,329,259.98
- Renew Thunder Bay \$344,065.51
- Reserves \$385,617.18
- Tax \$249,994.68.

PAL also includes a significant condominium and hotel development and tenancy of the CN Station with businesses supporting the park. Construction of Market Square was completed in 2021 and was the final project in the Phase 1 Waterfront development.

#### ***RECOMMENDATION***

WITH RESPECT to the Memorandum from General Manager – Community Services Kelly Robertson and Director – Engineering & Operations Kayla Dixon, we recommend that Outstanding Item 2013-010-CS - Prince Arthur's Landing Phase 1 - Project Update and Final Capital Works - Project Update 2013 & December 2014 be removed from the Community Services Outstanding List.

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**MEETING DATE**     03/07/2022 (mm/dd/yyyy)

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**SUBJECT**             Automated Speed Enforcement – Administration Update - Outstanding Item

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***SUMMARY***

Memorandum from Director of Engineering & Operations Kayla Dixon, dated February 28, 2022 containing a motion recommending that the report back date relating to Outstanding Item No. 2020-048-INO (Automated Speed Enforcement) be changed from April 4, 2022 to June 6, 2022.

***RECOMMENDATION***

WITH RESPECT to the Memorandum from Kayla, Director – Engineering & Operations Division dated February 28, 2022, we recommend that the report back date relating to Outstanding Item No. 2020-048-INO (Automated Speed Enforcement) be changed from April 4, 2022 to June 6, 2022.

***ATTACHMENTS***

1 Memorandum from Kayla Dixon



## **MEMORANDUM**

**TO:** Krista Power - City Clerk  
**FROM:** Kayla Dixon, Director – Engineering and Operations  
**DATE:** February 28, 2022  
**SUBJECT:** Automated Speed Enforcement – Administration Update  
Committee of the Whole – March 7, 2022

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At the November 2, 2020 Committee of the Whole meeting, a resolution was passed that recommended that Administration provide a report to Council with respect to the costs and timelines associated with implementing Automated Speed Enforcement. This report is currently due back to Council on April 4, 2022.

Research into participation in the provincial Automated Speed Enforcement program requires discussion with multiple private and governmental organizations. Analysis of technical report and program cost evaluations are anticipated to take longer than expected. The Automated Speed Enforcement program is fairly new in Ontario and municipal monitoring results are in their infancy, therefore research has had to be broadened to additional jurisdictions. Additionally there are multiple agencies to which agreements and financial estimates are required to successfully evaluate the City's commitments for this program. In order to provide a thorough analysis of the program, more time is necessary to bring this report to a scheduled Operations Committee meeting.

WITH RESPECT to the Memorandum from Kayla, Director – Engineering & Operations Division dated February 28, 2022, we recommend that the report back date relating to Outstanding Item No. 2020-048-INO (Automated Speed Enforcement) be changed from April 4, 2022 to June 6, 2022.

KD

cc: Kerri Marshall, General Manager - Infrastructure & Operations

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***MEETING DATE***     03/07/2022 (mm/dd/yyyy)

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***SUBJECT***             Establishment of City Council Meeting – March 7, 2022

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***SUMMARY***

The following resolution will be presented to Committee of the Whole in order to establish City Council Meeting on March 7, 2022:

***RECOMMENDATION***

THAT a City Council meeting be scheduled immediately following the Committee of the Whole Meeting scheduled on Monday, March 7, 2022.

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***MEETING DATE***      03/07/2022 (mm/dd/yyyy)

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***SUBJECT***              Outstanding List for Operations as of February 22, 2022

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***SUMMARY***

Memorandum from City Clerk K. Power, dated February 22, 2022 providing the Operations Outstanding Items List, for information.

***ATTACHMENTS***

1 Memorandum from City Clerk Krista Power

# Memorandum

*Office of the City Clerk*  
**Fax:** 623-5468  
**Telephone:** 625-2230

**TO:** Mayor & Council

**FROM:** Krista Power, City Clerk

**DATE:** Tuesday, February 22, 2022

**SUBJECT:** Outstanding List for Operations Session as of February 22, 2022  
 Committee of the Whole – March 7, 2022

The following items are on the outstanding list for Community Services:

Reference Number	Department/Division	Outstanding Item Subject	Resolution Report Back Date	Revised Report Back Date
2009-015-INO	Infrastructure & Operations	Temporary Street Closures for Special Events	No date included in original resolution	<b>May-02-2022</b>
2014-002-INO	Infrastructure & Operations / Engineering & Operations	Residential Wattage Reduction Report	No date included in original resolution	<b>May-05-2025</b>
2017-029-INO	Infrastructure & Operations / Engineering - Parks & Open Spaces	Request to Save Trees on City Property	No date included in original resolution	<b>May-02-2022</b>
2020-047-INO	Infrastructure & Operations / Engineering & Operations	Electric Scooter Pilot Participation	Dec-01-2026	<b>Feb-01-2027</b>
2020-048-INO	Infrastructure & Operations / Engineering & Operations	Automated Speed Enforcement (Photo Radar) - Request for Report	Nov-30-2021	<b>Apr-04-2022</b>
2021-104-INO	Infrastructure & Operations / Engineering & Operations	Standard for Trails and Walking Paths – Line Painting	Mar-07-2022	<b>May-02-2022</b>

<b>Reference Number</b>	<b>Department/Division</b>	<b>Outstanding Item Subject</b>	<b>Resolution Report Back Date</b>	<b>Revised Report Back Date</b>
2021-105-INO	Infrastructure & Operations / Engineering & Operations	Boulevard Dam Electrical Power Production	Mar-07-2022	<b>May-02-2022</b>
2021-108-INO	Infrastructure & Operations/Engineering & Operations	Tactile Walking Indicators	Jan-15-2024	<b>Mar-4-2024</b>
2021-111-INO	Infrastructure & Operations	School Bus Stop Arm Cameras	Sept-12-2022	<b>Dec-12-2022</b>
2021-112-INO	Infrastructure & Operations	Neebing River - Request for Report	May-2-2022	<b>Jul-18-2022</b>
2022-100-INO	Infrastructure & Operations/Parks	Injured Workers Monument	Apr-04-2022	
2022-101-INO	Infrastructure & Operations/Parks	Injured Workers Monument & Policy Development	Sep-12-2022	

\* Subject to ratification