



AGENDA MATERIAL

COMMITTEE OF THE WHOLE

MEETING DATE: MONDAY, JULY 20, 2020

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

TIME: 6:30 PM



MEETING: Committee of the Whole

DATE: Monday, July 20, 2020

Reference No. COW - 29/51

OPEN SESSION via videoconference at 4:30 p.m.

Committee of the Whole - Special Session

Chair: Councillor T. Giertuga

Establishment of Closed Session - July 20, 2020

The following resolution will be presented to Committee of the Whole for consideration:

THAT a Committee of the Whole – Closed Session meeting be scheduled for Monday, July 20, 2020 at 4:30 p.m. in order to receive information relative to personal matters about an identifiable individual, including municipal or local board employees; labour relations or employee negotiations; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

CLOSED SESSION via videoconference at 4:30 p.m.

Committee of the Whole - Closed Session

Chair: Councillor T. Giertuga

Closed Session Agenda will be distributed separately to Members of Council and EMT only.

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

Committee of the Whole - Operations Session

Chair: Councillor B. McKinnon

DISCLOSURES OF INTEREST

CONFIRMATION OF AGENDA

Confirmation of Agenda - July 20, 2020 - Committee of the Whole **(Page 14)**

With respect to the July 20, 2020 Committee of the Whole meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

REPORTS OF COMMITTEES

Earthcare Advisory Committee Minutes

Minutes of Meetings No. 09-2019, No. 01-2020 and 02-2020 of the Earthcare Advisory Committee, held on December 3, 2019, January 7, 2020 and February 4, 2020, for information. **(Pages 15-27)**

Parking Authority Board Minutes

Minutes of Meeting No. 04-2020 of the Parking Authority Board held on April 14, 2020 and Special Meetings No. 01 and No. 02 held on March 20, 2020 and April 29, 2020, for information. **(Pages 28-35)**

REPORTS OF MUNICIPAL OFFICERS

2020 Non-Affiliated, Non-Union and Managerial Salaries

Report No. 2020CLS.026 (Human Resources & Corporate Safety) relative to the above noted was previously presented at the Committee of the Whole - Closed Session meeting held on June 15, 2020.

With respect to Report No. 2020CLS.026 (Human Resources & Corporate Safety), we recommend forgoing a general wage increase for the non-union managerial employees in 2020;

AND THAT effective October 1, 2020 the non-affiliated pay schedule steps below the Ontario Minimum Wage be increased as outlined in the report, and that the Non-Affiliated Pay Schedule be amended accordingly;

AND THAT any necessary By-Laws be presented to Council for ratification.

2020 Council Remuneration Increase

At the June 22, 2020 Committee of the Whole meeting, Report No. R 73/2020 (City Manager's Office - Human Resources & Corporate Safety), relative to the above noted was deferred to the July 20, 2020 meeting.

Report No. R 73/2020 (City Manager's Office - Human Resources & Corporate Safety), recommending that the remuneration for City Council be amended for the annual adjustment of half the rate of inflation for 2019 for the City of Thunder Bay (0.5%), re-presented. **(Pages 37-40)**

With respect to Report No. R 73/2020 (City Manager's Office – Human Resources and Corporate Safety Division) as per the direction of City Council in Report R/29/2018, we recommend that the remuneration for City Council be amended for the annual adjustment of half the rate of inflation for 2019 for the City of Thunder Bay (0.5%);

AND THAT this increase be retroactive to January 1, 2020;

AND THAT Administration continue to present annual adjustments as directed that equal half the rate of inflation for the previous year for the City of Thunder Bay;

AND THAT annual adjustments be presented to City Council for approval in conjunction with the annual review of By-law 164-1989 (Non-union and Managerial Personnel of the Corporation of the City of Thunder Bay);

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

Memorandum from Mayor B. Mauro, dated June 22, 2020 providing an amendment relative to the recommended contained within Report No. R 73/2020, re-presented. **(Page 41)**

With respect to Report No. R 73/2020 (City Manager's Office – Human Resources & Corporate Safety) – Council Remuneration Increase, we recommend that paragraph 1 of the recommendation be amended to read "City Council forego the annual adjustment of half the rate of inflation for 2020";

AND THAT paragraph 2 of the recommendation be deleted;

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

Hutton Park Drive Local Improvement: Road Work, Sidewalk and Storm Sewer

At the June 15, 2020 Committee of the Whole meeting, the resolution relative to Report No. R 60/2020 (Infrastructure & Operations – Engineering & Operations) was referred to Administration to report back by July 20, 2020 on the cost associated with paving one side of Hutton Park Drive for a walking trail.

Report No. R 60/2020 (Infrastructure & Operations - Engineering & Operations) recommending that Administration be directed to include \$350,000 for consideration in the 2021 Capital Budget for the asphalt re-surfacing of Hutton Park Drive, from Valley Street to Mercier Street, re-presented. **(Pages 42-52)**

Memorandum from Mr. A. Ward, Project Engineer – Infrastructure & Operations, dated July 10, 2020 containing additional information relative to the above noted. **(Pages 53-54)**

Pending the passage of the resolution at the Committee of the Whole meeting, the resolution will be presented for ratification at the City Council meeting to be held later in the evening and will require a two-thirds vote.

With respect to Report No. R 60/2020 (Infrastructure & Operations – Engineering & Operations) we recommend that Administration be directed to include \$350,000 for consideration in the 2021 Capital Budget for the asphalt re-surfacing of Hutton Park Drive, from Valley Street to Mercier Street as per Option #4 outlined in this Report;

AND THAT Administration be directed to advise the property owners along Hutton Park Drive, from Valley Street to Mercier Street, of the City's intent to complete only the asphalt re-surfacing of Hutton Park Drive in 2021, subject to further approval of the budget, unless a successful Local Improvement Petition is brought forward by the neighbourhood to fund the additional works towards bringing the roadway to a full urban standard;

AND THAT Administration prepare a further report to City Council, if a volunteer comes forward to lead the Local Improvement Petition, to advise on the results of the Local Improvement Petition in advance of the 2021 Capital Budget process;

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

PETITIONS AND COMMUNICATIONS

Committee of the Whole and City Council Agenda Process

Memorandum from Ms. K. Power, City Clerk, dated June 29, 2020 relative to a return to the regular practice of building of agendas with no restrictions, for information. **(Pages 55-56)**

Portable Battery Recycling Agreement

Memorandum from Mr. J. Sherband, Manager – Solid Waste and Recycling Services, dated July 7, 2020 recommending that the City of Thunder Bay enter into a Portable Battery Recycling Agreement with Call2Recycle Canada. **(Pages 57-59)**

With respect to the Memorandum from Mr. J. Sherband, Manager – Solid Waste and Recycling Services, dated July 7, 2020, relative to the Municipal Hazardous or Special Waste Program, we recommend that the City of Thunder Bay enter into a "Portable Battery Recycling Agreement" with Call2Recycle Canada;

AND THAT the Mayor and Clerk are authorized to execute this Agreement and any other necessary documentation related to the agreement;

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

Ban on Single Use Plastics

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020, recommending that the City of Thunder Bay support a harmonized approach on the elimination of single-use plastics across the Province of Ontario, in principle, and defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for single-use plastics, re-presented. **(Pages 60-61)**

With Respect to the memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 4, 2020, we recommend that the City of Thunder Bay support a harmonized approach on the elimination of single-use plastics across the Province of Ontario, in principle, and defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for single-use plastics;

AND THAT this resolution be circulated to the Honourable Patty Hajdu, Minister of Health; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Jeff Yurek, Minister of Environment, Conservation and Parks; AMO; and NOMA;

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

Boulevard Lake Clean Up

Memorandum from Councillor A. Foulds, dated July 6, 2020 recommending that Administration report back on the short and long term plans relative to clean up at Boulevard Lake. **(Pages 62-63)**

With Respect to the clean up of Boulevard Lake, we recommend that Administration report back on the short and long term plans relative to clean up;

AND THAT this report include any financial implications and environmental considerations;

AND THAT this report be received on or before September 28;

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

Trowbridge Falls Outdoor Sports Tourism and Events Infrastructure

Memorandum from Mr. W. Schwar, Supervisor – Parks & Open Space Planning, dated July 9, 2020 containing a motion recommending that City Council support the joint application by the Black Sheep Mountain Bike Club and the City of Thunder Bay's Parks & Open Spaces Division to the Northern Ontario Heritage Fund Corporation (NOHFC) for the Trowbridge Outdoor Sports Tourism and Events infrastructure project. **(Pages 64-69)**

With respect to the Memorandum from Mr. W. Schwar dated July 9, 2020, we recommend that City Council support the joint application by the Black Sheep Mountain Bike Club and the City of Thunder Bay's Parks & Open Spaces Division to the Northern Ontario Heritage Fund Corporation (NOHFC) for the Trowbridge Outdoor Sports Tourism and Events infrastructure project;

AND THAT the City of Thunder Bay's contribution of \$50,000 will be provided through the existing 2020 Parks & Open Spaces Section Capital Recreational Trail budget;

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

Pride Crosswalk Installations for 2020

Memorandum from Ms. K. Dixon, dated July 10, 2020 containing a motion recommending that a rainbow painted crosswalk be installed at the Donald Street and May Street intersection in 2020.
(Pages 70-71)

With respect to the Memorandum from Ms. K. Dixon, Director – Engineering dated July 10, 2020, we recommend that a rainbow painted crosswalk be installed at the Donald Street and May Street intersection in 2020;

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

Fireworks By-law Proposed Amendment

Memorandum from Councillor A. Ruberto dated July 6, 2020, requesting Council's consideration to amend By-law 45/1993 a by-law to regulate the sale and setting off of fireworks in the City of Thunder Bay. **(Pages 72-73)**

With Respect to By-law 45-1993 and the associated amendments to regulate the sale and setting off of fireworks in the City of Thunder Bay, we recommend that Administration report back with information and options on potential changes that may include decreased dates established for the setting off of fireworks; the potential of increased support from By-law enforcement to respond to noise complaints relating to fireworks; the ability for the City to enforce a decibel level for the sale of fireworks and accompanying displays;

AND THAT this report be received on or before November 23, 2020;

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

The Engagement of Council in Decisions to Host Evacuees

At the June 1, 2020 Committee of the Whole meeting, a memorandum from Councillor M. Bentz, dated May 28, 2020 was presented and a resolution was passed recommending that Administration report back to City Council with information and potential recommendations on how City Council could be more engaged in decisions pertaining to the hosting of evacuees.

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Mr. M. Smith, General Manager - Development & Emergency Services, dated June 12, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Mr. M. Smith, General Manager - Development & Emergency Services, dated June 12, 2020, recommending that the Municipal Emergency Control Group (“MECG”) report back to City Council for direction when it is the position of the MECG that a request to accommodate evacuees be denied, re-presented. **(Pages 74-78)**

With respect to the memo dated June 12, 2020 regarding the engagement of City Council in decisions to host evacuees, we recommend that the Municipal Emergency Control Group (“MECG”) report back to City Council for direction when it is the position of the MECG that a request to accommodate evacuees be denied.

Request for Report – Development of a Loitering By-law

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor A. Ruberto, dated June 18, 2020 containing a motion relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor A. Ruberto, dated June 24, 2020 containing a revised motion, recommending that Administration report back to City Council with information and recommendations that could be effective in dealing with the loitering situation. **(Pages 79-80)**

With respect to the potential development of a Loitering By-law for the City of Thunder Bay, we recommend that Administration report back to City Council with information and recommendations that could be effective in dealing with the loitering situation;

AND THAT Administration seek input from the Anti-Racism & Respect Advisory Committee, the Thunder Bay Drug Strategy Implementation Panel, Thunder Bay Police Services, Thunder Bay Poverty Reduction Panel, Crime Prevention Council and any other relevant stakeholders who request to participate;

AND THAT the report include any relevant financial impacts that relate to how a by-law may assist with some of the concerns presented by the public relative to loitering;

AND THAT this report be received on or before September 28, 2020;

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

OPEN SESSION in the S.H. Blake Memorial Auditorium

Committee of the Whole - Community Services Session
Vice Chair: Councillor A. Foulds

REPORTS OF COMMITTEES

Multi-Use Indoor Sports Facility Committee Minutes

Minutes of Meetings No. 02-2020 and No. 03-2020 of the Multi-Use Indoor Sports Facility Committee held on March 4, 2020 and June 16, 2020, for information. **(Pages 81-89)**

Minutes of Meeting No. 04-2020 of the Multi-Use Indoor Sports Facility Committee held on July 13, 2020, for information. **(Distributed separately)**

The District of Thunder Bay Social Services Administration Board Minutes

At the June 22, 2020 Committee of the Whole meeting, the following committee minutes were deferred to the July 20, 2020 meeting.

Minutes of Meeting No. 21/2019 of The District of Thunder Bay Social Services Administration Board held on November 20, 2019, Meetings No. 22/2019 and No. 23/2019 (Closed) held on November 21, 2019, and Meetings No. 24/2019 and No. 25/2019 (Closed) held on December 12, 2019, for information. **(Pages 90-113)**

Thunder Bay District Health Unit - Board of Health Minutes

At the June 22, 2020 Committee of the Whole meeting, the following committee minutes were deferred to the July 20, 2020 meeting.

Minutes of Thunder Bay District Health Unit - Board of Health Meetings, held on November 20, 2019, December 18, 2019, January 15, 2020 and February 19, 2020 for information. **(Pages 114-146)**

REPORTS OF MUNICIPAL OFFICERS 2

Metrolinx Multi-Year Agreement for Joint Transit Procurements

Report No. R 77/2020 (Community Services - Asset Management) recommending that the City of Thunder Bay continue as a member of the Metrolinx Joint Transit Procurement Initiative and enter into a new governance agreement with Metrolinx. **(Pages 147-184)**

With respect to Report No. R 77/2020 (Community Services - Asset Management), we recommend the City of Thunder Bay continue as a member of, and participant in the Metrolinx Multi-Year Agreement for the Joint Transit Procurements Initiative ending March 31, 2024;

AND THAT the Manager Fleet Services be designated as Thunder Bay's representative and signatory for business relating to the Metrolinx Transit Joint Procurements Initiative Steering Committee along with the Manager, Supply Management (or designate) being designated as the Alternate Member;

AND THAT the Mayor and City Clerk be authorized to sign any necessary agreements related to any contract;

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

COVID-19: Phase 3 Summer 2020 Operations Service Level Changes

Report No. R 81/2020 recommending that Administration be directed to implement the Phase 3 Summer 2020 Operations service level changes as outlined in the report. **(Distributed separately)**

COVID 19: Safety Measures on Transit

Report No. R 82/2020 (Community Services - Transit Services) providing public messaging completed to date relative to COVID-19 public health considerations for transit users, for information. **(Pages 186-191)**

FIRST REPORTS

Multi-Use Indoor Sports Facility - Project Advancement

Report No. R 74/2020 (Community Services - Asset Management) containing recommendations relative to the above noted. **(Distributed separately)**

Memorandum from Mr. G. Broere, Director – Asset Management, dated July 6, 2020 requesting the opportunity for Stantec Architecture to provide a presentation relative to the above noted. **(Page 193)**

This report is being introduced as a 'first report' to allow Committee of the Whole and the general public time to consider the implications of the report before the recommendations are considered by Committee of the Whole on July 27, 2020.

Receive Report No. R 74/2020 as a First Report

Recommendation to receive Report No. R 74/2020 as a First Report. **(Page 194)**

With respect to Report No. R 74/2020 (Community Services – Asset Management) we recommend that the Report be received;

AND THAT Report No. R 74/2020 (Community Services – Asset Management) be re-presented at the July 27, 2020 Committee of the Whole meeting for consideration.

PETITIONS AND COMMUNICATIONS

Thunder Bay Transit Service Changes During the COVID-19 Pandemic

Memorandum from Mayor B. Mauro, dated July 7, 2020 containing a motion requesting information relative to the above noted. **(Pages 195-196)**

With respect to the Thunder Bay Transit Service changes during the COVID-19 Pandemic, we recommend that Administration provide Council with information relative to the changes that were introduced and the impact of those changes;

AND THAT the report include Administration's strategy to mitigate the lost revenue from April 1, 2020 to July 19, 2020;

AND THAT Administration report to Council on or before August 10, 2020;

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

Wearing of Masks – Medical Officer of Health

Memorandum from Mayor B. Mauro, dated July 6, 2020 recommending that The Thunder Bay District Health Unit be requested to provide their recommendation with respect to issuing an Order to require individuals to wear a mask or face covering. **(Pages 197-200)**

Correspondence from Mr. W. Agostino, dated July 7, 2020 requesting to provide a deputation relative to the above noted. **(Page 201)**

Correspondence from Mr. S. Assad, dated July 9, 2020 requesting to provide a deputation relative to the above noted. **(Page 202)**

Correspondence from Ms. M. Jameus, dated July 10, 2020 requesting to provide a deputation relative to the above noted. **(Page 203)**

With Respect to the current State of Emergency relative to the COVID-19 pandemic and the risk of spreading the virus in our community; and as we rely on public health professionals for recommendations on ways to prevent the spread of the virus, we acknowledge that Public Health Units have the authority to impose restrictions;

AND THAT municipalities have been advised that at the local level there is greater certainty that local Medical Officers of Health have the legal ability to mandate mask use by the public pursuant to their powers under the Health Protection and Promotion Act;

AND THAT medical professionals and senior levels of government are now recommending the wearing of face coverings in public spaces;

AND THAT medical professionals are anticipating a second wave of the virus in the fall which will

be coincide with the regular flu season;

AND THAT some Public Health Units and municipalities in Ontario have issued Orders requiring individuals to wear a mask, or face covering, in public areas, we request that The Thunder Bay District Health Unit provide their recommendation with respect to issuing an Order to require individuals to wear a mask or face covering; the Order which would be defined by the Thunder Bay District Health Unit, and include appropriate exceptions, including those related to accessibility for people with disabilities;

AND THAT this Resolution be forwarded to Dr. J. DeMille, Medical Officer of Health and all municipalities served the Thunder Bay District Health Unit;

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

Stop Arm Cameras

Memorandum from Councillor B. McKinnon, Chair - Inter-Governmental Affairs Committee, dated June 26, 2020 recommending that Administration report back relative to the City's responsibility and role relative to the installation of stop arm cameras on school buses.
(Pages 204-205)

With respect to the Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 26, 2020, we recommend that Legal Services determine the City's responsibility and role relative to the installation of stop arm cameras on school buses;

AND THAT Administration be directed to report back to Council with their findings on or before November 30, 2020.

Community and Supportive Housing

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020 recommending that City Council appeal to the Provincial and Federal Governments to increase funding for homeless prevention initiatives, mental health supports and programs and services for those dealing with addiction, re-presented. **(Pages 206-209)**

With Respect to the additional need for mental health and addictions supports, including treatment, transitional and supportive housing in the District of Thunder Bay, we recommend that City Council appeal to the Provincial and Federal Governments to increase funding for homeless prevention initiatives, mental health supports and programs and services for those dealing with addiction;

AND THAT City Council call upon the Ministry of Health to facilitate the development of a stronger partnership between municipalities, Service Managers and the North West LHIN with additional resources committed to mental health and addictions agencies for direct supports and supportive housing.

AND THAT City Council call upon the Ministry of Health to provide additional capital and operating funding to support health partners to assist more people in treatment facilities.

AND THAT City Council call upon the Ministry of Municipal Affairs and Housing to provide additional capital and operating funding to support housing and health partners to assist more people through enhanced transitional housing opportunities;

AND THAT City Council call upon the Ontario government to support the development of a Coordinated Housing Access System, in part, by aligning current financial resources for homelessness services with federal commitments to help streamline the process to access housing and supports.

AND THAT a copy of the resolution, once approved by City Council, be distributed to the Honourable Patty Hajdu, Minister of Health; the Honourable Ahmed Hussen, Minister of Families, Children and Social Development; the Honourable Seamus O'Regan, Minister of Indigenous Services; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Doug Ford, Premier of Ontario; the Honourable Christine Elliot, Minister of Health; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions; the Honourable Greg Rickford, Minister of Indigenous Affairs; the District of Thunder Bay Social Services Administration Board; North West LHIN; and the Northwestern Ontario Municipal Association;

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

Vacancy Review

At the January 29, 2020 Committee of the Whole (2020 Capital and Operating Budget) meeting, a resolution was passed directing Administration to suspend hiring for all vacant positions in the City of Thunder Bay until receipt of the Phase 2 Program and Services Review and directing Administration to report back on the savings realized as a result of this course of action on or before June 29, 2020.

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Ms. M. Panizza, Director – Human Resources & Corporate Safety, dated June 17, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Ms. M. Panizza, Director – Human Resources & Corporate Safety, dated June 17, 2020, relative to vacant positions, re-presented, for information. **(Pages 210-212)**

Mayors and Regional Chairs of Ontario (MARCO) Municipal Funding Request

Memorandum from Mayor B. Mauro, dated June 29, 2020 containing a letter from Mayors and Regional Chairs of Ontario (MARCO) to Prime Minister Trudeau and Premier Ford requesting financial assistance for Canadian municipalities, for information. **(Pages 213-216)**

Thunder Bay Police Services Board - By-law Enforcement Support

Memorandum from Ms. G. Morriseau, Chair – Thunder Bay Police Services Board, dated July 10, 2020 providing a resolution adopted by the Thunder Bay Police Services Board at its meeting held on June 23, 2020, for information. **(Distributed separately)**

NEW BUSINESS

ADJOURNMENT

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Confirmation of Agenda

SUMMARY

Confirmation of Agenda - July 20, 2020 - Committee of the Whole

RECOMMENDATION

With respect to the July 20, 2020 Committee of the Whole meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.



MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Earthcare Advisory Committee Minutes

SUMMARY

Minutes of Meetings No. 09-2019, No. 01-2020 and 02-2020 of the Earthcare Advisory Committee, held on December 3, 2019, January 7, 2020 and February 4, 2020, for information.

ATTACHMENTS

- 1 EAC minutes Dec 3 2019
- 2 EAC minutes Jan 7 2020
- 3 EAC minutes Feb 4 2020

DATE: December 3, 2019**MEETING NO.:** 09-2019**TIME:** 4:45 P.M.**PLACE:** Lot 66 Restaurant, 66 S. Court St.**CHAIR:** Councillor A. Foulds

PRESENT:

Councillor A. Foulds
Ms. M. Wanlin
Ms. S. Costigan
Mr. L. Duffield
Ms. S. Stiles

OFFICIALS:

Ms. A Coomes, Sustainability Coordinator
Mr. J. Porter, Climate Adaptation Coordinator
Ms. M. Warywoda, Director – Environment Division
Ms. L. Grace, Administrative Assistant – Environment
Division

1.0 WELCOME & DISCLOSURES OF INTEREST

The Chair, Councillor A. Foulds, called the meeting to order at 4:45 p.m. There were no disclosures of interest declared at this time.

2.0 AGENDA APPROVAL

MOVED BY: Ms. S. Stiles
SECONDED BY: Mr. L. Duffield

THAT the agenda for Meeting No. 09-2019 of the EarthCare Advisory Committee, held on December 3, 2019, including any additional information and new business, be confirmed.

CARRIED

3.0 PRESENTATIONS – No presentations**4.0 MINUTES OF PREVIOUS MEETING**

The Minutes of Meeting No. 08-2019 of the EarthCare Advisory Committee, held on November 5, 2019, to be confirmed.

MOVED BY: Ms. S. Costigan
SECONDED BY: Ms. M. Wanlin

THAT the Minutes of Meeting No. 08-2019 of the EarthCare Advisory Committee, held on November 5, 2019, be confirmed.

CARRIED

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

- Ms. A. Coomes presented a draft memo to Council requesting them to declare a “Climate Emergency”. After discussion, changes were recommended. The resolution will be amended to say “THAT the EarthCare Advisory Committee sends a memorandum to City Council recommending The City of Thunder Bay officially declare a climate emergency for the purposes of naming, framing, and deepening our commitment to protecting our economy, our ecosystems, and our community from climate change.” Ms. A. Coomes to make the changes and re-distribute to the EarthCare Committee for approval. The memo is to be presented to Council at the January 6th meeting, along with a deputation from the EarthCare Working Group.
- The annual GreenPrint meeting was pushed from January to February.

6.0 SUSTAINABILITY REPORT – No report

7.0 CLIMATE ADAPTATION UPDATE – No report

8.0 WORKING GROUP UPDATE FROM LIAISONS – None

9.0 UPCOMING EVENTS – None

10.0 NEW BUSINESS – None

11.0 NEXT MEETING

Committee meetings are held on the first Tuesday of each month, except July and August, at 4:00 p.m. in the CEDC Boardroom, Suite 701, 34 Cumberland St. N., Thunder Bay, unless otherwise notified.

The 2020 meeting schedule is as follows:

- January 7, 2020
- February 4, 2020 – Martin Room, City Hall
- March 3, 2020
- April 7, 2020
- May 5, 2020
- June 2, 2020
- September 1, 2020
- October 6, 2020
- November 3, 2020

- December 1, 2020 – Location to be determined

12.0 ADJOURNMENT

The meeting was adjourned at 5:27 pm, followed by the annual Christmas dinner.

DATE: January 7, 2020**MEETING NO.:** 01-2020**TIME:** 4:05 P.M.**PLACE:** CEDC, Suite 701, 34 Cumberland St. N.**CHAIR:** Councillor A. Foulds

PRESENT:

Councillor A. Foulds
Councillor K. Oliver
Ms. M. Wanlin
Ms. S. Costigan
Mr. L. Duffield
Ms. S. Stiles
Ms. J. Todd

OFFICIALS:

Ms. A Coomes, Sustainability Coordinator
Mr. J. Porter, Climate Adaptation Coordinator
Ms. M. Warywoda, Director – Environment Division
Ms. L. Grace, Administrative Assistant – Environment
Division

1.0 WELCOME & DISCLOSURES OF INTEREST

The Chair, Councillor A. Foulds, called the meeting to order at 4:05 p.m. There were no disclosures of interest declared at this time.

2.0 AGENDA APPROVAL

MOVED BY: Ms. J. Todd
SECONDED BY: Mr. M. Wanlin

THAT the agenda for Meeting No. 01-2020 of the EarthCare Advisory Committee, held on January 7, 2020, including any additional information and new business, be confirmed.

CARRIED

3.0 PRESENTATIONS – No presentations**4.0 MINUTES OF PREVIOUS MEETING**

The Minutes of Meeting No. 09-2019 of the EarthCare Advisory Committee, held on December 3, 2019, to be confirmed.

MOVED BY: Ms. M. Wanlin
SECONDED BY: Mr. L. Duffield

THAT the Minutes of Meeting No. 09-2019 of the EarthCare Advisory Committee, held on December 3, 2019, be confirmed.

CARRIED

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

- Members of the EarthCare Advisory Committee were encouraged to engage their contacts for support for the Climate Emergency Memo going to City Council on January 13, 2020

6.0 SUSTAINABILITY REPORT

a. GENERAL

- i. Replacement Sustainability Coordinator to start Jan. 20, 2020. Amy is to go on maternity leave as of Feb. 6.
- ii. New Mobility Coordinator Darrick Smith started in November 2019
- iii. Waste Working Group has two new co-chairs: Lee Amelia and Diane Scocchia

b. SUPPORT ONGOING GHG REDUCTIONS

- i. Community Energy and Emissions Plan Update
 - Data collection almost complete
 - Film Screening January 9. Thank you to Margaret Wanlin for volunteering to MC the event. Mayor Mauro is unable to make it, however, he provided a video message to play before the film. Tickets are sold out.
 - Crowdsourcing survey went live today in advance of film screening along with media release and media advisory.
- ii. GHG assessment for our Infrastructure Canada funded flood mitigation project to be completed by March
- iii. Bike Friendly City application was successful; we have moved from bronze to silver status. Darrick Smith to provide media release when this is officially announced.

c. COMMUNITY EDUCATION AND ENGAGEMENT

- i. North Harbour Project Team will be doing a public engagement session at the end of February. Would EarthCare be interested in having a presentation from them at the Feb. 4 meeting?
- ii. Climate Adaptation Working Group is asking City Council on Monday Jan. 13 to declare a Climate Emergency.
- iii. Municipal Invasive Plant Management Strategy Stakeholder Meeting is on Feb. 5; this group will work to develop an invasive species strategy to ensure regional impacts and information are appropriately considered and look to provide a coordinated effort to manage invasive species.

- iv. Looking into upcoming possible events for booths such as Science Carnival, Water Week, Home and Garden Show, Lake Superior Day, Summer in the Parks, etc.
- v. Planning for Arbor Day has started. Planting will occur at Humber Park, at the intersection of Humber Crescent and Conestoga Street, likely in late May.
- vi. Walkability Working Group applied to Clean, Green, and Beautiful for a Crossing Guard crosswalk painting project.

7.0 CLIMATE ADAPTATION UPDATE

a. CONTINUE TO CHAMPTION THE CLIMATE ADAPTATION STRATEGY

- i. Continuing to work on the RPWCO Climate Resilience Assessment Framework. Will be starting workshops with RPWCO to develop a framework assessing priority infrastructure.
- ii. Will be attending the Adaptation 2020 for networking and information sharing.

b. COMMUNITY EDUCATION AND ENGAGEMENT

- i. Met with group of stakeholders to potentially collaborate on climate related tick-borne disease communications.
- ii. Did a presentation on Healthy Built Environments at Current River Ward meeting.
- iii. Collaborating with Lake Superior Living Labs network, involving sustainability knowledge holders from Thunder Bay, Duluth and Sault Ste. Marie.

8.0 WORKING GROUP UPDATE FROM LIAISONS – None

9.0 UPCOMING EVENTS

- 9.1 Screening of the movie “ANTHROPOCENE: A HUMAN EPOCH” at the Finlandia Club on January 9, 2020.

10.0 NEW BUSINESS – None

11.0 NEXT MEETING

Committee meetings are held on the first Tuesday of each month, except July and August, at 4:00 p.m. in the CEDC Boardroom, Suite 701, 34 Cumberland St. N., Thunder Bay, unless otherwise notified.

The 2020 meeting schedule is as follows:

- February 4, 2020 – Martin Room, City Hall
- March 3, 2020
- April 7, 2020
- May 5, 2020
- June 2, 2020

- September 1, 2020
- October 6, 2020
- November 3, 2020
- December 1, 2020 – Location to be determined

12.0 ADJOURNMENT

The meeting was adjourned at 5:10 pm.

DATE: February 4, 2020**MEETING NO.:** 02-2020**TIME:** 4:03 P.M.**PLACE:** Martin Room, City Hall, 500 Donald Street East**CHAIR:** Councillor A. Foulds

PRESENT:

Councillor A. Foulds
Councillor K. Oliver
Ms. M. Wanlin
Ms. S. Costigan
Mr. L. Duffield
Ms. S. Stiles
Ms. J. Todd

OFFICIALS:

Ms. A. Coomes, Sustainability Coordinator
Ms. S. Stevenson, Acting Sustainability Coordinator
Mr. J. Porter, Climate Adaptation Coordinator
Ms. M. Warywoda, Director – Environment Division
Ms. L. Grace, Administrative Assistant – Environment Division

GUESTS:

Ms. K. Marshall, General Manager, Infrastructure and Operations
Ms. D. Talarico – Great Lakes Advisor, MECP
Mr. R. Santiago – Head, Sediment Remediation Unit, Environment and Climate Change Canada
Ms. T. Yochim Hope – Senior Environmental Officer, Transport Canada
Mr. G. Jarvis – Director of Engineering and Harbour Master, Thunder Bay Port Authority

1.0 WELCOME & DISCLOSURES OF INTEREST

The Chair, Councillor A. Foulds, called the meeting to order at 4:03 p.m. As there was no quorum, the meeting continued as an information session until 4:12 p.m., when quorum was established. There were no disclosures of interest declared at that time. The new Acting Sustainability Coordinator, Summer Stevenson, was introduced and she gave an account of her background and experience.

2.0 AGENDA APPROVAL

MOVED BY: Ms. K. Oliver
SECONDED BY: Mr. L. Duffield

THAT the agenda for Meeting No. 02-2020 of the EarthCare Advisory Committee, held on February 4, 2020, including any additional information and new business, be

confirmed.

CARRIED

3.0 PRESENTATIONS

Ms. D. Talarico – Great Lakes Advisor, MECP, Mr. R. Santiago – Head, Sediment Remediation Unit, Environment and Climate Change Canada, and Ms. T. Yochim Hope – Senior Environmental Officer, Transport Canada, gave a presentation on the current status of the Thunder Bay North Harbour remediation process and the activities of the TBNH Working Group. In the presentation, three options for remediation were presented. They will be brought to the public and First Nations for consultation this winter.

Ms. J. Todd inquired about a fourth solution that was presented in 2014 to dewater and landfill the sediment in the Harbour. Mr. R. Santiago will provide information on this option to the EAC.

4.0 EARTHCARE ADVISORY MEETING MEMBERSHIP UPDATE

The resignation of Dr. L. Galway from the EarthCare Advisory Committee was accepted. Ms. L. Grace to contact City Clerks ASAP to advertise for a member to fill the vacancy.

5.0 MINUTES OF PREVIOUS MEETING

The Minutes of Meeting No. 01-2020 of the EarthCare Advisory Committee, held on January 7 2020, to be confirmed.

MOVED BY: Ms. J. Todd
SECONDED BY: Ms. S. Costigan

THAT the Minutes of Meeting No. 01-2020 of the EarthCare Advisory Committee, held on January 7, 2019, be confirmed.

CARRIED

6.0 BUSINESS ARISING FROM PREVIOUS MINUTES – None

7.0 REVIEW OF TERMS OF REFERENCE

The Terms of Reference for the EarthCare Advisory Committee were reviewed. The following changes were made:

- 7.1 Under “Background and Assumptions” – added paragraph “The City of Thunder Bay Climate Adaptation Strategy developed by EarthCare Thunder Bay was adopted by City Council in 2015, 184/2015 (Infrastructure and Operations).”.

- 7.2 Under “Membership and Responsibility/Committee Composition” – paragraph two to read “Administrative resource to the Committee will be provided by the Infrastructure and Operations Department.”.

- 7.3 MOVED BY: Ms. M. Wanlin
SECONDED BY: Ms. S. Costigan

THAT under “Membership and Responsibility/Working Group Liaisons” – change to read “Each Committee member will be appointed as a Liaison to an EarthCare Working Group.”.

CARRIED

- 7.4 Under “Membership and Responsibility/Attendance” – change to read “Members are expected to attend all regularly scheduled meetings of the Committee as is reasonably possible, advising the Administrative resource in advance of any absence. Should a member fail to attend three consecutive meetings, their appointment to the Committee will be subject to review.”.

- 7.5 MOVED BY: Councillor A. Foulds
SECONDED BY: Ms. S. Costigan

THAT under “Membership and Responsibility/Vacancies and Qualifications of External Members” – remove phrase “Can commit a minimum of 6 hours per month to attend meetings and participate in the work of the Committee.”.

CARRIED

- 7.6 Under “Governance/Mandate” – change paragraph to read “The Committee will guide the implementation of the EarthCare Sustainability Plan and Climate Adaptation Strategy and advise City Council/Administration directly on matters pertaining to the Sustainability Plan, as resolved in Report No. 2008.128 (Environment).”.

- 7.7 Under “Governance/Reporting Relationship to Working Groups” – change to read “The EAC will receive minutes and presentations from the Working Groups as determined by the Committee”.

- 7.8 Under “Governance” – add paragraph “Leave of Absence of Members” to read “Leave of absence requests by appointed Committee members will be considered by the Committee and if accepted will be approved by resolution. The Committee will have a choice of either adjusting the total members of the Committee for quorum during the leave of absence to allow business to continue or replacing the member on leave with a temporary Committee member during the leave of absence. Temporary Committee members replacing a leave of absence will still require appointment to the Committee by City Council.”.

Changes to the Terms of Reference to be reviewed by the Committee and adopted at the next regular meeting.

8.0 APPOINTMENT OF CHAIR AND VICE CHAIR

Ms. L. Grace, Committee Administrative Clerk, administered the nominations for Chair and Vice Chair.

Councillor A. Foulds was nominated for Chair of the EarthCare Advisory Committee. There were no other nominations. Councillor Foulds agreed to let his name stand for nomination. Seeing no other nominations, Councillor Foulds was acclaimed as the new EAC Chair.

MOVED BY: Ms. S. Costigan
SECONDED BY: Ms. M. Wanlin

WITH RESPECT TO the position of Chair of the EarthCare Advisory Committee, we recommend that Councillor Andrew Foulds be appointed Chair of the Committee for the remainder of the 2020 calendar year, and until such time a replacement has been appointed, as required annually.

CARRIED

Shannon Costigan was nominated for the position of Vice Chair of the EarthCare Advisory Committee. There were no other nominations. Ms. Costigan agreed to let her name stand for nomination. Seeing no other nominations, Ms. Costigan was acclaimed as the new EAC Vice Chair.

MOVED BY: Ms. M. Wanlin
SECONDED BY: Ms. J. Todd

WITH RESPECT TO the position of Vice Chair of the EarthCare Advisory Committee, we recommend that Ms. S. Costigan be appointed Vice Chair of the Committee for the remainder of the 2020 calendar year, and until such time a replacement has been appointed, as required annually.

CARRIED

9.0 SUSTAINABILITY UPDATE – No report

10.0 CLIMATE ADAPTATION UPDATE – No report

11.0 WORKING GROUP UPDATE FROM LIAISONS

Meeting minutes from the working groups were sent separately to Committee members.

12.0 UPCOMING EVENTS

- Workshop: Community Climate Change in Thunder Bay, to be held Thursday, March 12, 12:00 p.m. to 4:00 p.m. 2020 at The Creative Studio, 280 Park Avenue.

13.0 NEW BUSINESS – None

14.0 NEXT MEETING

Committee meetings are held on the first Tuesday of each month, except July and August, at 4:00 p.m. in the CEDC Boardroom, Suite 701, 34 Cumberland St. N., Thunder Bay, unless otherwise notified.

The 2020 meeting schedule is as follows:

- March 3, 2020
- April 7, 2020
- May 5, 2020
- June 2, 2020
- September 1, 2020
- October 6, 2020
- November 3, 2020
- December 1, 2020 – Location to be determined

15.0 ADJOURNMENT

The meeting was adjourned at 6:15 pm.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Parking Authority Board Minutes

SUMMARY

Minutes of Meeting No. 04-2020 of the Parking Authority Board held on April 14, 2020 and Special Meetings No. 01 and No. 02 held on March 20, 2020 and April 29, 2020, for information.

ATTACHMENTS

1 PAB Special Meeting minutes Mar 20 2020

2 PAB minutes Apr 14 2020

3 PAB Special Meeting minutes Apr 29 2020

Minutes of Meeting

Parking Authority Board

MEETING #: Special Meeting 01
DATE: March 20, 2020
TIME: 11:30 AM
PLACE: Community Services Boardroom
CHAIR: Chris Krumpholz, Member

ATTENDEES: Frances Larizza, Member (teleconference)
Brian Hamilton, Member
Jonathan Paske, Supervisor – Parking Authority
Doug Vincent, Manager – Licensing & Enforcement

1. Discussion of Suspending On-street Parking Fees

Members were provided a memo written by Doug Vincent for information regarding providing free parking at on-street meters. The memo also informed members that the parking ticket aging process has been suspended so tickets will not increase with the addition of late fees and plates will not be sent to MTO for denial at this time. Ticket payments are still being accepted by Parking Authority by mail, drop box, or in-person by appointment. Phone payments will be accepted soon.

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the fees charged for on-street parking at metered spaces is temporarily suspended until April 30, 2020, but that the 2 hour maximum parking restriction, and all other parking regulations, continue to apply.”

AND THAT

“The Board will reconvene on or before April 30, 2020 to reassess the continued need for the suspension of this fee.”

Amendment moved by Frances Larizza, seconded by Chris Krumpholz.

“That the fees charged for on-street parking at metered spaces is temporarily suspended until April 17, 2020, but that the 2 hour maximum parking restriction, and all other parking regulations, continue to apply.”

Frances Larizza – yea

Brian Hamilton – nay

Chris Krumpholz – nay

AMENDMENT DEFEATED

Frances Larizza – nay

Brian Hamilton – yea

Chris Krumpholz – yea

ORIGINAL MOTION CARRIED

2. Adjournment

Moved by Brian Hamilton, seconded by Frances Larizza.

“That the March 20, 2020 Parking Authority Board special meeting be adjourned.”

CARRIED

Meeting adjourned at 12:40 PM.

Minutes of Meeting

Parking Authority Board

MEETING #: 04
DATE: April 14, 2020
TIME: 11:00 AM
PLACE: Teleconference
CHAIR: Chris Krumpholz, Member

ATTENDEES: Frances Larizza, Member
Brian Hamilton, Member
Jonathan Paske, Supervisor – Parking Authority
Doug Vincent, Manager – Licensing & Enforcement
Kara Pratt – Waterfront BIA Representative

REGRETS: Mark Smith, GM – Development & Emergency Services

1. Confirmation of Agenda

Moved by Frances Larizza, seconded by Brian Hamilton.

“With respect to the April 14, 2020 Parking Authority Board meeting, it is recommended that the agenda as printed, including any additional information and new business, be confirmed.”

CARRIED

2. Minutes of March 10, 2020 Meeting

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the minutes of the Parking Authority Board meeting held March 10, 2020 be approved.”

CARRIED

3. Minutes of March 20, 2020 Special Meeting

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the minutes of the Parking Authority Board meeting held March 20, 2020 be approved.”

CARRIED

4. Outstanding Items

The RFP for Parking Management Solutions (mobile parking purchase, ticket management system, and online payments) is in progress.

5. Financial Statement

Members were provided a pandemic variance projection report. The report indicates a year-end budget deficit of \$840,000 if the current COVID-19 situation remains as is until September 30. At this time it is unknown how the deficit, if realized, would be funded. The Board will be updated as information is made available.

6. Discussion of Parking Fee Suspension

Members discussed extending the end-date for free parking at on-street meters decided at the March 10, 2020 special meeting.

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the fees charged for on-street parking at metered spaces continue to be temporarily suspended until May 31, 2020, but that the 2 hour maximum parking restriction, and all other parking regulations, continue to apply.”

AND THAT

“At the next meeting on May 12, 2020 the Board will reassess the continued need for the suspension of this fee.”

Frances Larizza – nay

Brian Hamilton – yea

Chris Krumpholz – yea

CARRIED

7. New Business

Members discussed requests for free parking at the Waterfront parkade during the pandemic. Currently the parking fees at parkades and surface lots are still required to be

paid. The Board requested other payment and/or parking options be presented by email in the near future to assist those essential workers who require use of the parkade.

Members discussed a request from a downtown merchant to acquire a meter hood to reserve on-street metered parking spaces exclusively for their patrons to pick up orders. The merchant would pay the regular fee normally charged for these hoods. These hoods are typically used for contractors doing work at a particular location. The Board left this request for administration to handle as it sees fit.

8. Next Meeting

The next meeting will be May 12, 2020 at 11:00 AM.

9. Adjournment

Moved by Frances Larizza, seconded by Chris Krumpholz.

“That the April 14, 2020 Parking Authority Board meeting be adjourned.”

CARRIED

Meeting adjourned at 1:10 PM.

Minutes of Meeting

Parking Authority Board

MEETING #: Special Meeting 02
DATE: April 29, 2020
TIME: 9:00 AM
PLACE: Teleconference
CHAIR: Chris Krumpholz, Member

ATTENDEES: Frances Larizza, Member
Brian Hamilton, Member
Jonathan Paske, Supervisor – Parking Authority
Doug Vincent, Manager – Licensing & Enforcement
Mark Smith, GM – Development & Emergency Services

1. Confirmation of Agenda

Moved by Brian Hamilton, seconded by Frances Larizza.

“With respect to the April 29, 2020 special Parking Authority Board meeting, it is recommended that the agenda as announced, including any additional information and new business, be confirmed.”

CARRIED

2. Discussion of Parking Options for Essential Workers

Members discussed an email provided by Doug Vincent dated April 27, 2020 regarding several options to provide parking for essential workers still working in the downtown north core. These options resulted from a discussion at the last meeting following requests from the public/workers to provide free parking in the parkade. The Board decided that no changes to the current parking situation will be made at this time. This is a decision that should be made by Council and there is a motion being made to that effect, to be discussed later in this meeting.

3. Chamber of Commerce Letter

Members discussed a letter provided by the Chamber requesting that following the end of the provincial closure orders due to COVID-19 that parking on-street will continue to be free for up to 2 hours for a period of 60 days. The Board acknowledged that the situation

will continue to be closely monitored and that a decision to this request will be revisited as changes unfold. Administration will response to the Chamber by email.

4. Memorandum from Councillor

Members discussed a memo from Councillor Ruberto dated April 27, 2020 regarding a motion being moved on May 4, 2020 in respect to providing free parking at both parkades and that administration report back on May 11, 2020 to advise of the impacts. If requested, administration will draft a response memo indicating the financial, security, and other impacts as well as the Board's recommendation to not open the parkades for free parking.

Meeting adjourned at 10:10 AM.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT 2020 Non-Affiliated, Non-Union and Managerial Salaries

SUMMARY

Report No. 2020CLS.026 (Human Resources & Corporate Safety) relative to the above noted was previously presented at the Committee of the Whole - Closed Session meeting held on June 15, 2020.

RECOMMENDATION

With respect to Report No. 2020CLS.026 (Human Resources & Corporate Safety), we recommend forgoing a general wage increase for the non-union managerial employees in 2020;

AND THAT effective October 1, 2020 the non-affiliated pay schedule steps below the Ontario Minimum Wage be increased as outlined in the report, and that the Non-Affiliated Pay Schedule be amended accordingly;

AND THAT any necessary By-Laws be presented to Council for ratification.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT 2020 Council Remuneration Increase

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, Report No. R 73/2020 (City Manager's Office - Human Resources & Corporate Safety), relative to the above noted was deferred to the July 20, 2020 meeting.

Report No. R 73/2020 (City Manager's Office - Human Resources & Corporate Safety), recommending that the remuneration for City Council be amended for the annual adjustment of half the rate of inflation for 2019 for the City of Thunder Bay (0.5%), re-presented.

Memorandum from Mayor B. Mauro, dated June 22, 2020 providing an amendment relative to the recommended contained within Report No. R 73/2020, re-presented.

RECOMMENDATION

With respect to Report R 73/2020 (City Manager's Office – Human Resources and Corporate Safety Division) as per the direction of City Council in Report R/29/2018, we recommend that the remuneration for City Council be amended for the annual adjustment of half the rate of inflation for 2019 for the City of Thunder Bay (0.5%);

AND THAT this increase be retroactive to January 1, 2020;

AND THAT Administration continue to present annual adjustments as directed that equal half the rate of inflation for the previous year for the City of Thunder Bay;

AND THAT annual adjustments be presented to City Council for approval in conjunction with the annual review of By-law 164-1989 (Non-union and Managerial Personnel of the Corporation of the City of Thunder Bay);

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

ATTACHMENTS

1 Report No. R 73/2020

2 B Mauro memo dated June 22 2020

Corporate Report

| | | | |
|---------------------------------|-----------------------------------------------------|-------------------|-----------|
| DEPARTMENT/ DIVISION | City Manager's Office - Office of the City Clerk | REPORT NO. | R 73/2020 |
| DATE PREPARED | 06/11/2020 | FILE NO. | |
| MEETING DATE | 06/22/2020 (mm/dd/yyyy) | | |
| SUBJECT | 2020 Council Remuneration Increase | | |

RECOMMENDATION

With respect to Report R 73/2020 (City Manager's Office – Human Resources and Corporate Safety Division) as per the direction of City Council in Report R/29/2018, we recommend that the remuneration for City Council be amended for the annual adjustment of half the rate of inflation for 2019 for the City of Thunder Bay (0.5%);

AND THAT this increase be retroactive to January 1, 2020;

AND THAT Administration continue to present annual adjustments as directed that equal half the rate of inflation for the previous year for the City of Thunder Bay;

AND THAT annual adjustments be presented to City Council for approval in conjunction with the annual review of By-law 164-1989 (Non-union and Managerial Personnel of the Corporation of the City of Thunder Bay);

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

EXECUTIVE SUMMARY

This report follows the direction of Council as per Report R 29/2018 (Council Remuneration Advisory Committee) – Remuneration for City Council and provides for a recommendation for an annual increase for City Council beginning on January 1, 2020. The previous direction provided for presentation of an annual increase for City Council that was equated at half the rate of inflation for the City of Thunder Bay, this was in an effort to keep Council remuneration with current rates.

Previous reviews provided for long periods between analyses of Council remuneration which lead to recommendations of larger increases for elected officials rather than gradual increases as per the rates of inflation. It was determined that an annual increase is equitable and comparable to the rates of other similar sized municipalities.

DISCUSSION

At the April 23, 2018 meeting of City Council, a resolution was passed that provided direction to Administration relative to the remuneration of City Council. This was the result of work completed by the Council Remuneration Advisory Committee established in 2017 at the direction of City Council. The purpose of this committee was to review remuneration for members of City Council and the Mayor and provide recommendations based on data collected from a variety of sources.

The Council Remuneration Advisory Committee completed their review by collecting data from citizens in our community via an online survey and the collection of surveys distributed in the MyTbay publication, as well as collecting statistics from other single tier municipalities and interviews with Members of Council and the Mayor. The City Clerk (John Hannam) and Deputy City Clerk (Krista Power) participated in the review as resources to the Committee and assisted with data collection and administration of minutes and reports.

Following the presentation of Report R 29/2018 (Council Remuneration Advisory Committee), direction was provided to Administration to present annual increases for City Council beginning on January 1, 2020 and that the annual increase be equal to half the rate of inflation for the City of Thunder Bay.

Given that the direction is that the increase is to be effective January 1, 2020, it is reasonable to assume that the applicable rate inflation to be used is the rate for the previous year. In 2019 the Thunder Bay CPI rate was 1%.

Administration has calculated the increase for 2020 as (0.5%) and has provided a recommendation for Council's approval.

FINANCIAL IMPLICATION

The total financial impact for the recommended change as of January 1, 2020 is \$4,900.00. The cost of this increase has been included in the 2020 budget.

CONCLUSION

It is concluded that the changes to Council's remuneration as per the previous recommendation of the Council Remuneration Committee should be approved by City Council.

It is further concluded that ongoing adjustments based on half the rate of inflation for the previous year for the City of Thunder Bay should be presented to City Council for approval annually in conjunction with the annual presentation of By-law 164-1989 (Non-union and Managerial Personnel of the Corporation of the City of Thunder Bay).

BACKGROUND

At the April 23, 2018 meeting of Council, Report R 29/2018 (Council Remuneration Advisory Committee) was presented and approved. Council provided direction relative to addressing the loss of the 1/3rd tax free exemption as of January 1, 2019 and to provide for a general increase in remuneration for the Mayor and City Councillors. Vehicle allowance was capped at \$4,800 for the Mayor and \$2,750 for City Councillors or Members of Council were able to select the use of established corporate rate in accordance with the Corporate Policy 05-01-10 'Travel Expenses'.

Previous to the last review of council remuneration, the most recent analysis was completed in 2008 and at that time an increase from \$26,342 to \$27,000 was approved for Councillors and an increase from \$70,000 to \$80,000 was approved for the Mayor. Annual car allowances for Members of Council were increased to \$2,750 and to \$4,800 for the Mayor.

Prior to 2008, Council remuneration reviews were completed in 1990 and 2003.

REFERENCE MATERIAL ATTACHED:

None.

PREPARED BY: *Maureen Panizza, Director – Human Resources & Corporate Safety*

| | |
|-------------------------------------------------------------------------------------------------|----------------------------|
| THIS REPORT SIGNED AND VERIFIED BY: (NAME OF GENERAL MANAGER) Norm Gale, City Manager | DATE: June 11, 2020 |
|-------------------------------------------------------------------------------------------------|----------------------------|

Memorandum

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

TO: Krista Power, City Clerk

FROM: Mayor Bill Mauro

DATE: June 22, 2020

SUBJECT: Amendment – Report R 73/2020 – Council Remuneration Increase
Committee of the Whole – June 22, 2020

Report R 73/2020 (City Manager's Office – Human Resources & Corporate Safety) Council Remuneration Committee provides information relative to work completed by the Council Remuneration Special Purpose Committee in 2017. This work resulted in a direction that beginning in January 2020, Council should receive an annual adjustment in remuneration that equaled half the rate of inflation for the city of Thunder Bay. While I appreciate the effort to provide small incremental increases annually rather than large increases after long periods of time to equalize council salaries, I am not in favour of proceeding with this year's increase for a variety of reasons.

As such, I provide the following amendment for Council's consideration:

With respect to Report R 73/2020 (City Manager's Office – Human Resources & Corporate Safety) – Council Remuneration Increase, we recommend that paragraph 1 of the recommendation be amended to read "City Council forego the annual adjustment of half the rate of inflation for 2020";

AND THAT paragraph 2 of the recommendation be deleted;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Hutton Park Drive Local Improvement: Road Work, Sidewalk and Storm Sewer

SUMMARY

At the June 15, 2020 Committee of the Whole meeting, the resolution relative to Report No. R 60/2020 (Infrastructure & Operations – Engineering & Operations) was referred to Administration to report back by July 20, 2020 on the cost associated with paving one side of Hutton Park Drive for a walking trail.

Report No. R 60/2020 (Infrastructure & Operations - Engineering & Operations) recommending that Administration be directed to include \$350,000 for consideration in the 2021 Capital Budget for the asphalt re-surfacing of Hutton Park Drive, from Valley Street to Mercier Street, re-presented.

Memorandum from Mr. A. Ward, Project Engineer – Infrastructure & Operations, dated July 10, 2020 containing additional information relative to the above noted.

Pending the passage of the resolution at the Committee of the Whole meeting, the resolution will be presented for ratification at the City Council meeting to be held later in the evening and will require a two-thirds vote.

RECOMMENDATION

With respect to Report No. R 60/2020 (Infrastructure & Operations – Engineering & Operations) we recommend that Administration be directed to include \$350,000 for consideration in the 2021 Capital Budget for the asphalt re-surfacing of Hutton Park Drive, from Valley Street to Mercier Street as per Option #4 outlined in this Report;

AND THAT Administration be directed to advise the property owners along Hutton Park Drive, from Valley Street to Mercier Street, of the City's intent to complete only the asphalt re-surfacing of Hutton Park Drive in 2021, subject to further approval of the budget, unless a successful Local Improvement Petition is brought forward by the neighbourhood to fund the additional works towards bringing the roadway to a full urban standard;

AND THAT Administration prepare a further report to City Council, if a volunteer comes forward to lead the Local Improvement Petition, to advise on the results of the Local Improvement Petition in advance of the 2021 Capital Budget process;

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

ATTACHMENTS

1 Report No. R 60/2020

2 A Ward memo dated July 10 2020

Corporate Report

| | | | |
|---------------------------------|--------------------------------------------------------------------------|-------------------|-----------|
| DEPARTMENT/ DIVISION | Infrastructure & Operations - Engineering & Operations | REPORT NO. | R 60/2020 |
| DATE PREPARED | 05/20/2020 | FILE NO. | |
| MEETING DATE | 06/15/2020 (mm/dd/yyyy) | | |
| SUBJECT | Hutton Park Drive Local Improvement: Road Work, Sidewalk and Storm Sewer | | |

RECOMMENDATION

With respect to Report No. R 60/2020 (Infrastructure & Operations – Engineering & Operations) we recommend that Administration be directed to include \$350,000 for consideration in the 2021 Capital Budget for the asphalt re-surfacing of Hutton Park Drive, from Valley Street to Mercier Street as per Option #4 outlined in this Report;

AND THAT Administration be directed to advise the property owners along Hutton Park Drive, from Valley Street to Mercier Street, of the City’s intent to complete only the asphalt re-surfacing of Hutton Park Drive in 2021, subject to further approval of the budget, unless a successful Local Improvement Petition is brought forward by the neighbourhood to fund the additional works towards bringing the roadway to a full urban standard;

AND THAT Administration prepare a further report to City Council, if a volunteer comes forward to lead the Local Improvement Petition, to advise on the results of the Local Improvement Petition in advance of the 2021 Capital Budget process;

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

EXECUTIVE SUMMARY

In order to resolve resident complaints about the condition and requests for upgrades to Hutton Park Drive, between Valley Street and Mercier Street, Administration is seeking direction from City Council on what level of road improvements should be completed on this street while considering how the improvements should be funded.

The road condition on Hutton Park Drive is in a deteriorated condition and warrants consideration in the next capital budget for rehabilitation. Additionally, resident complaints are heard regularly about the poor condition of the road, the lack of continuous sidewalks, and about drainage concerns, and many residents are requesting the road be developed with full urban servicing with sidewalks, curb and gutter, pavement and a storm sewer system, similar to other adjacent neighbourhoods.

Historically, in this area, referred to as the Northwest Community Plan in the previous Official Plan, streets have been developed to a full urban standard either through neighbourhood initiated local improvement petitions or through the lands being developed by Plans of Subdivision.

As previous attempts to secure local improvement petitions with property owners have been unsuccessful, Administration is recommending to only replace the existing asphalt and resurface Hutton Park Drive, along with miscellaneous ditching and culvert improvements where required. This is consistent with how other local roads with deteriorated asphalt surfaces are addressed through our Pavement Management System and the Asset Management Plan.

DISCUSSION

History of Development and Urban Standard Requirement

Hutton Park Drive, between Valley Street and Mercier Street, is currently a “rural” cross-section road with one-lift of pavement, open ditches and no sidewalks (except for a short, 140m, mid-block section on the north side only). Hutton Park Drive is classified as a “local” road in both the City’s Official Plan and Transportation Master Plan. The limit of Hutton Park Drive referred to in this Report is approximately 715m long and is shown in Attachment A.

This section of Hutton Park Drive was generally developed in 1985 with sanitary sewer and watermain extensions to Mercier Street and a gravel road surface. One lift of asphalt was added in 1986, consistent with our “rural” road standards within the urban area of the City (most “urban” roads now have two-lifts of asphalt).

The initial sanitary sewer and watermain installations were completed by the City under local improvement petitions, whereby, the owners of the abutting lands directly paid for the City to complete these improvements, generally as an additional charge on their taxes over a 15 to 20-year period.

Over time, numerous new lots were created by individual lot severances, which included excavating the road to provide new water and sanitary services to these new lots, which has contributed to the deterioration of the road. Generally speaking, this section of Hutton Park Drive has now been built-out to an urban density similar to the surrounding areas that have been developed by Plans of Subdivision.

The roadway, however, has yet to be scheduled for any further rehabilitation or upgrades to bring it to a full urban standard, and the road exists today in a deteriorated condition that is ready for rehabilitation in accordance with the City’s Pavement Management System (PMS) and Asset Management Plan.

Administration also regularly deals with complaints about the condition of the road and associated ditches and entrance culverts not performing as originally constructed, and has received requests for continuous sidewalks on both sides to be constructed from Mercier Street to Valley Street.

In the early 1990's, it became apparent in this area of the City that development to a full urban standard could not be achieved unless provisions were put in place along existing road allowances to complete outstanding urban services including curb and gutter, sidewalks, storm sewer, and additional lifts of pavement. These services would typically be provided through the plan of subdivision process; however, because this area was developed incrementally lot by lot by way of severance, there was no process to establish these services. This led to the creation of the "Northwest Community Plan" in 1992. The boundary of the Northwest Community Plan is shown on Attachment B. The intent of the creation of the Northwest Community Plan was to provide a method to develop the area to a full urban standard as further development continued.

Under the Plan, any subsequent lot severances would contain a requirement for the applicant to construct necessary urban services, usually sidewalks at their sole cost, and/or to provide a "deferred service payment" to the City for the City to construct these urban services in the future. The owners would provide 100% of the current cost of those works at the time of severance, even though there was no timeline on when the City would complete the works.

It has been the City's practice to hold these funds until either:

1. a successful local improvement petition was brought forward, after which, the funds collected would be used to offset the local improvement petition costs for the properties that had already contributed through deferred service payments; or,
2. a street had developed enough (generally meaning 90% of the potential building lots had been built upon) and adequate funds were collected to allow the works to proceed. This practice was followed on the section of Hutton Park Drive, from Mercier Street to Saxon Drive, in 2014.

Several streets in the Northwest Community Plan area were brought from a rural standard to a full urban standard by way of a local improvement petition, including Masters Street, the western 100 m of Regina Avenue, and Moore Avenue.

As this section of Hutton Park Drive was generally developed prior to the Northwest Community Plan, deferred service payments have only been collected on eight (8) out of 57 properties.

The other areas of the Northwest Community Plan that are constructed to the full urban standard were developed by Plans of Subdivision, where the developer was fully responsible for the construction and all associated costs – there was no cost to the general tax base.

In general, the City, and the general tax base, has not contributed to the upgrades related to bringing existing rural roads in the Northwest Community Plan area to the full urban standard (with the exception being where the City owned lands that were along a local improvement area or other provisions in accordance with applicable City policies).

What remains in the Northwest Community Plan area are some existing road allowances for which only partial deferred service contributions have been made, such as the eastern portion of Regina Avenue, Mercier Street, Woodcrest Road and John Street Road. There are no pending

local improvement petitions to complete the remainder of the upgrades to bring the remaining streets to a full urban standard.

Under the City's current 2019 Official Plan, "Community Plans", like the Northwest Community Plan, no longer exist as stand alone Plans; however, the policy framework has been integrated into the Official Plan generally and allows the City to collect deferred service payments on all severance applications anywhere in the City, where considered appropriate. The current Official Plan also provides direction on the local improvement process, where petitions must generally include all of the services necessary to satisfy the full urban standard – petitions for only sewer or water extensions, without the other full urban services, will generally not be supported or approved. The intent is to ensure that situations like this section of Hutton Park Drive do not reoccur.

Administration, with the support of Council, made efforts in 2015 and 2016 to obtain a successful local improvement petition for this section of Hutton Park Drive for the provision of full urban services, but both of these were unsuccessful with only one (1) signature provided in favour of the local improvement petition in 2016.

Option 1 - Bring Hutton Park Drive to Urban Standard through Section 8 Local Improvement Charges Regulation

Members of Council and Administration receive regular complaints concerning the lack of sidewalks and poor drainage on this section of Hutton Park Drive, as well as the deteriorated condition of the pavement surface, however, past efforts for a neighbourhood initiated local improvement petition to provide full urban services have been unsuccessful.

To clarify, for this section of Hutton Park Drive, a full urban standard would include:

1. construction of a 10.0 m wide asphalt road (2 lifts asphalt) complete with curb and gutter;
2. installation of a storm sewer system (as the ditches would be eliminated); and,
3. installation of sidewalks and sodded boulevards with trees, all on both sides of the road.

If Council wishes to resolve these complaints while being consistent with past approaches to other areas that have been developed to a full urban standard within the former Northwest Community Plan area, whereby the owners who immediately abut the improvements have paid for the improvements, the project could proceed in accordance with Section 8 of Ontario Regulation 586/06 Local Improvement Charges – this is commonly referred to as a "forced" local improvement petition. The outcome of this process is similar to a "voluntary" local improvement process where the owners who immediately abut the improvements are responsible for the costs of the improvements.

If Administration received direction from Council to commence this Section 8 process, Administration would first give notice to the public of the intention to pass a local improvement charges by-law and to the owners of lots liable to be specifically charged. A concurrent application to the Local Planning Appeal Tribunal (LPAT) to undertake the work as a local improvement under Section 8 would also be required.

Section 8 of the Regulation has been in place for many years; however, it is not regularly used. More recently, the City of Stratford and the City of St Catharine's have utilized the Section 8 process to initiate urban service and roadway improvement projects, and the Town of Fort Frances used this process to complete a sidewalk project in 2003.

If this option is selected by Council, in addition to mandatory notification to property owners, Administration is open to participating in a Ward/project meeting to explain this process further and answer questions. A subsequent report to Council about the results of the Section 8 process and feedback received would be presented prior to the presentation of the local improvement by-law.

The estimated total gross cost to construct the roadway to an urban standard is \$1,700,000.

The estimated net cost that the City would be responsible for under the general tax base is \$750,000.

The estimated net cost to the lot owners along this section of Hutton Park Drive is \$950,000. The cost for a typical 15 m wide lot on Hutton Park Drive, if paid in cash, is approximately \$11,000. Alternatively, these costs may be financed over a period of 15–20 years at a cost of approximately \$800 - \$1,000 annually as an additional charge on property tax bills.

There are eight (8) properties that have contributed approximately \$125,000 to the improvements through previous deferred service payments at the time of their severances, and this would be credited towards these specific properties.

This option is not recommended by Administration, as we do not believe the process would be supported by the neighbourhood and it brings into question how other road resurfacing projects in areas of the City without full urban cross sections should be completed.

Option 2 - Bring Hutton Park Drive to Urban Standard at the Full Expense of the General Tax Base

Similar to Option 1, if Council wishes to resolve the complaints and the request from the neighbourhood for Hutton Park Drive to be constructed to the full urban standard, but does not wish to use the process available under Section 8 of the Local Improvement Charges Regulation, Council could direct Administration to include the full costs for these works as part of the 2021 (or future years) Capital Budget, with the full costs being covered by the general tax base.

The entire estimated total gross cost to construct the roadway to an urban standard is \$1,700,000 and would be entirely paid for by the City under the general tax base. There would be no specific additional charges to the owners along this section of Hutton Park Drive.

This option is not recommended by Administration as it is not consistent with past projects to implement full urban services on local roads, both within the former Northwest Community Plan area and within other areas of the City that have recently been upgraded by the neighbourhood initiated local improvement process. We also have concerns on the precedent this would set for

other areas of the City desiring upgrades and improvements, as well as for existing areas where residents have agreed to pay for the improvements through the local improvement process, but would now petition Council to cover their costs through the general tax base.

Option 3 – Continue Existing Maintenance Program until
Local Improvement Petition is Successful

If it is both the desire of the residents and of Council that this section of Hutton Park Drive be developed to the full urban standard, but a successful local improvement petition is not brought forward by the neighbourhood, and a Section 8 local improvement petition is not pursued by Council, the City could continue to maintain Hutton Park Drive as is currently being done. This would continue to include pothole patching and responding to drainage concerns as they arise. As the surface continues to deteriorate, posting of warning signs will be considered, as will reductions in the speed limit to 40km/hr. This process would continue until either a successful local improvement petition is brought forward by the neighbourhood, or a Section 8 local improvement petition is pursued by Council.

This option would see increasing costs of maintenance, but no impact to the capital budget.

This option is not recommended by Administration as this section of Hutton Park Drive is in a deteriorated condition and warrants asphalt improvement.

Option 4 – Resurfacing and Ditching Improvements Only

Another option for Council to consider would be to repave Hutton Park Drive along with miscellaneous ditching and culvert improvements where required. This would continue the operation of Hutton Park Drive as a “rural” roadway, but would improve drivability and reduce drainage concerns for the time being. It is noted that the resurfacing would not include the reconstruction of the granular base under the road, so distortions in the asphalt would likely reappear within a few years, and then the road would continue to deteriorate, with maintenance works occurring similar to what is currently being done. This pavement strategy will result in a faster deterioration than if a reconstruction with two lifts of asphalt as per standard and full drainage improvements were completed, resulting in additional cost to the tax base over the life of the asset.

The resurfacing and ditching improvements are estimated to cost \$350,000 and would be entirely paid for by the City under the general tax base. There would be no specific additional charges to the owners along this section of Hutton Park Drive.

This option is recommended by Administration.

While this option would not appease all of the residents who desire full urban servicing including continuous sidewalks, it is a compromise to appease the majority of the residents while addressing the deteriorated condition of the road surface and poor drainage areas. This option is also consistent with how other local roads with deteriorated asphalt surfaces are addressed through the Pavement Management System and Asset Management Plan.

FINANCIAL IMPLICATIONS

The recommended option (Option #4) to repave Hutton Park Drive and complete miscellaneous ditching and culvert improvements where required is estimated to cost \$350,000. Should Council approve this recommended option, necessary funds will be included in the 2021 Capital Budget for Council's consideration.

CONCLUSION

Administration is recommending that this section of Hutton Park Drive be treated consistently with how other local roads throughout the City are addressed that also have a deteriorated asphalt surface. Notwithstanding the history of the former Northwest Community Plan Area, it is recommended that the road be resurfaced, with ditching and culvert improvements completed where required, at an estimated cost of \$350,000 to the general tax base. This option is consistent with the Pavement Management System, Asset Management Plan and past Capital Budget program efforts on other local roads throughout the City.

BACKGROUND

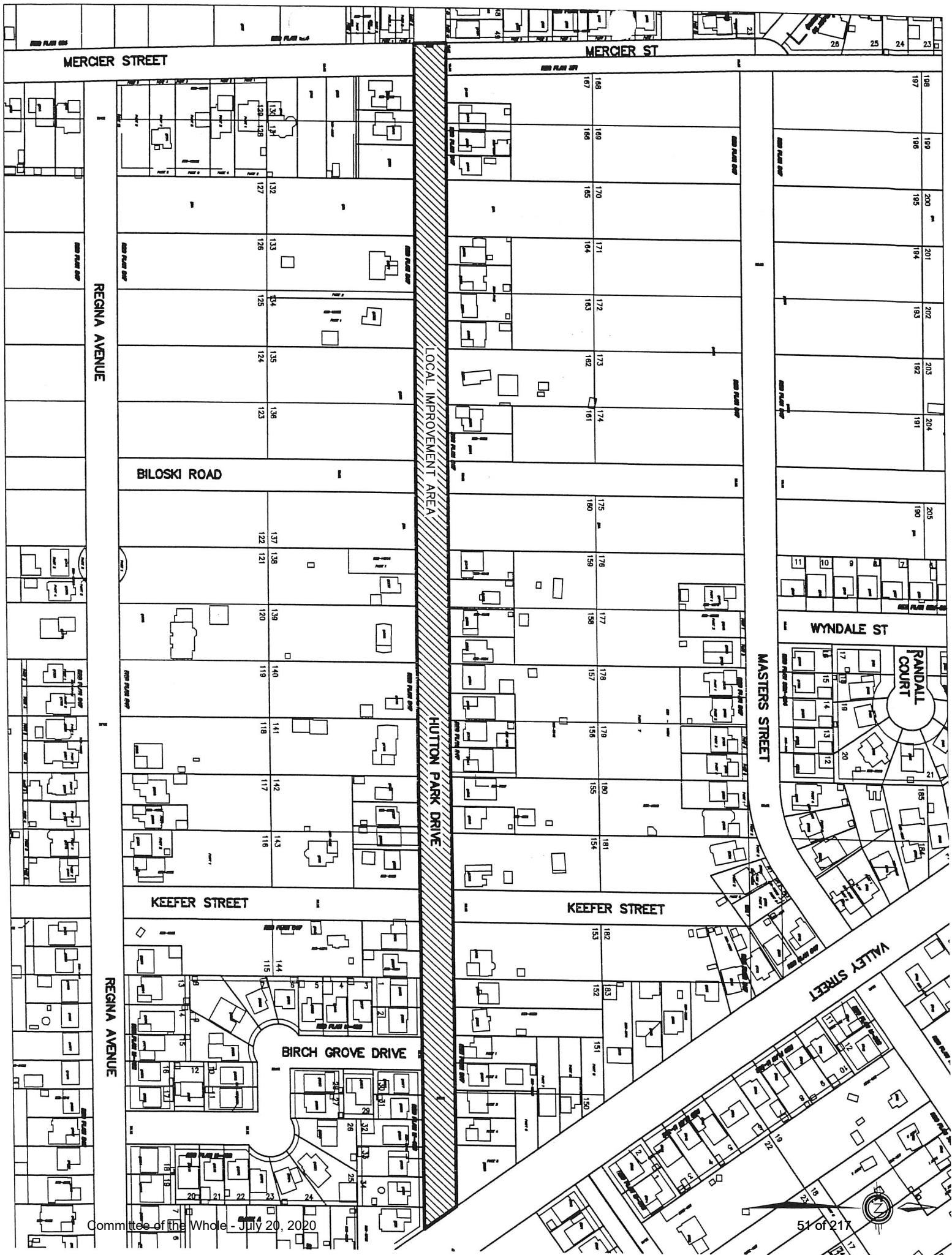
During the 2020 budget deliberations, Administration was directed to provide options to address the deteriorated condition of Hutton Park Drive and concerns of the residents in advance of the 2021 budget.

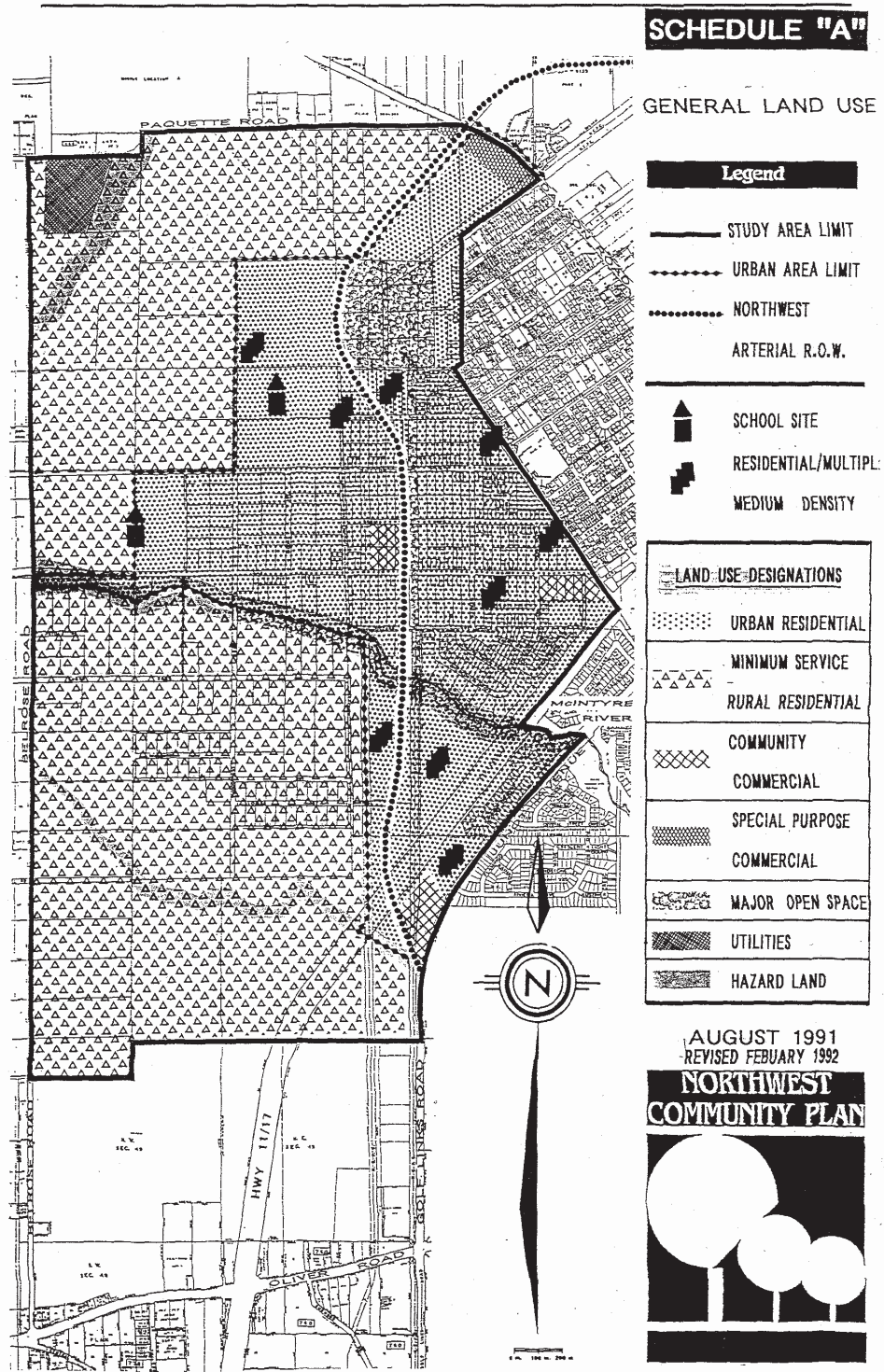
REFERENCE MATERIAL ATTACHED:

Attachment A – Hutton Park Drive Work Limits
Attachment B – Limits of Former Northwest Community Plan Area

PREPARED BY: *Aaron Ward, P. Eng., Project Engineer*

| | |
|------------------------------------------------------------------|--------------|
| THIS REPORT SIGNED AND VERIFIED BY: (NAME OF GENERAL MANAGER) | DATE: |
| Kerri Marshall, General Manager – Infrastructure & Operations | June 5, 2020 |





Memorandum

TO: Mayor and Members of Council

FROM: Aaron Ward, Project Engineer – Infrastructure & Operations

DATE: July 10, 2020

**MEETING
DATE:** July 20, 2020

SUBJECT: Hutton Park Drive – Additional Information

This memorandum is in response to the additional information requested on Report No. R 60/2020 regarding improvements to Hutton Park Drive from Valley Street to Mercier Street. Council requested information on providing a paved shoulder on one side of Hutton Park Drive to provide for active transportation including comment from the Mobility Coordinator.

Administration recommends a sidewalk on one side of Hutton Park Drive be constructed if an approved local petition can be obtained to provide a pedestrian facility, rather than a paved shoulder.

Paved Shoulder Option

If a 1.5m wide paved shoulder were to be added for pedestrians, it is recommended that this be located on the south side of Hutton Park Drive as there are less driveway crossings resulting in less ditches and driveway culverts that would have to be relocated.

The estimated gross cost to add a paved shoulder on the south side of Hutton Park Drive is \$75,000 and would be carried fully by the general tax base.

Although paved shoulders have been completed on Mountain Road, this was completed as this road is outside the urban boundary, and the city does not support construction of sidewalks in rural areas. Many streets in the city are without sidewalks and are waiting for an approved local petition to come forward to have a sidewalk constructed, and paved shoulders have not been provided for these in the past.

Active Transportation Comments

Hutton Park Drive is not identified as a cycle route in the Active Transportation Plan. It is listed as a Neighbourhood Greenway. The Active Transportation Plan (Section 4.2.2 – Fill Sidewalk Gaps) recommends pursuing a sidewalk or multi-use trail on at least one side of a Neighbourhood Greenway.

Active Transportation best practices recommend that continuous sidewalks on at least one, preferably both sides, be added to Hutton Park Drive, rather than paved shoulders. The decision to walk is influenced by design through the perceived and actual safety, comfort, convenience, visual interest and

destinations along a route. Pedestrians prefer continuous and connected pedestrian facilities and ample separation from high-speed vehicle traffic. The risk of pedestrian collisions is higher when a sidewalk is absent and Woodcrest School is located in this area, therefore the pedestrians being considered could be a large percentage of unattended children at certain times of day.

Administration recommends that a sidewalk be constructed on the north side of Hutton Park Drive if an approved local improvement petition can be obtained. This is in accordance with Active Transportation Plan Action FWE-2 “Systematically address sidewalk gaps along Pedestrian Priority Corridors, transit routes and Neighbourhood Greenways” and the Sidewalk Gap Policy for road reconstruction “provide sidewalks as per the sidewalk policy, preferably on both sides if feasible”.

Additional Discussion

If Council desires to create a continuous pedestrian facility as part of the re-surfacing of Hutton Park Drive, Administration would not recommend that a paved shoulder be added, rather, it is recommended that a new sidewalk be added on the north side of Hutton Park Drive.

The provision of a sidewalk rather than a paved shoulder satisfies the recommendations of the Active Transportation Plan and more closely fits with the intent of how the Northwest Community Plan, in the previous Official Plan, intended this area to be developed, and with how the surrounding neighbourhoods have been developed.

The estimated gross cost to add a sidewalk on the north side of Hutton Park Drive is \$175,000, with an estimated net cost of \$139,000 after applying deferred service payments from seven (7) properties.

The net cost could either be carried by the general tax base, or Administration could be directed to pursue either a voluntary local improvement petition or a Section 8 (“forced”) local improvement petition. If either form of the local improvement petition were successful, the net cost to the general tax base would be approximately \$87,500, and approximately \$51,500 would be the responsibility of the owners on the north side of Hutton Park Drive.

The cost for a typical 15 m wide lot on Hutton Park Drive, if paid in cash, would be approximately \$2,250. Alternatively, these costs may be financed over a period of 15-years at a cost of approximately \$200 annually as an additional charge on property tax bills.

Yours Truly,

Aaron Ward, P. Eng.
Project Engineer
Infrastructure & Operations Department

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Committee of the Whole and City Council Agenda Process

SUMMARY

Memorandum from Ms. K. Power, City Clerk, dated June 29, 2020 relative to a return to the regular practice of building of agendas with no restrictions, for information.

ATTACHMENTS

1 K Power memo dated June 29 2020

Memorandum

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

TO: Mayor & Council

FROM: Krista Power, City Clerk

DATE: June 29, 2020

SUBJECT: Committee of the Whole/City Council – Agenda Process
Committee of the Whole – July 20, 2020

At the May 25, 2020 Committee of the Whole meeting, a memorandum was presented relative to the process of building agendas for Committee of the Whole and City Council meetings until the end of June. The approach was to continue to bring items forward that are urgent, time sensitive, require compliance and are appropriate to the COVID-19 response with the addition of the inclusion of reports that are for information and where staff are available to attend and participate in the associated meeting. The addition of inclusion of minutes and information reports where staff are available and are not time sensitive was in an effort to decrease the backlog of items waiting for presentation to City Council.

Weekly agenda review meetings continue to be held with the Chairs of the appropriate Committee of the Whole sessions, the Executive Management Team and necessary staff. At those meetings a list of items for agenda preparation has been discussed and vetted along with discussion about the size of agendas and length of meetings.

It was the direction of Council that my office report back at the end of June relative to the development of agendas going forward in July and August. An email was sent on June 17, 2020 advising that it was the intention of my office in consultation with administration to return to regular practice of building of agendas with no restrictions for items to be time sensitive and relate to the current State of Emergency. Where there are challenges identified in bringing items before Council in a timely manner due to limitations on resources, information will be provided to Council relative to any associated delays.

c.c. Norm Gale, City Manager
Executive Management Team
Patty Robinet, City Solicitor

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Portable Battery Recycling Agreement

SUMMARY

Memorandum from Mr. J. Sherband, Manager – Solid Waste and Recycling Services, dated July 7, 2020 recommending that the City of Thunder Bay enter into a Portable Battery Recycling Agreement with Call2Recycle Canada.

RECOMMENDATION

With respect to the Memorandum from Mr. J. Sherband, Manager – Solid Waste and Recycling Services, dated July 7, 2020, relative to the Municipal Hazardous or Special Waste Program, we recommend that the City of Thunder Bay enter into a “Portable Battery Recycling Agreement” with Call2Recycle Canada;

AND THAT the Mayor and Clerk are authorized to execute this Agreement and any other necessary documentation related to the agreement;

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

ATTACHMENTS

1 J Sherband memo dated July 7 2020

MEMORANDUM

TO: Mayor Mauro and Members of City Council

FROM: Jason Sherband, Manager - Solid Waste and Recycling Services

DATE: July 7, 2020

RE: Municipal Hazardous or Special Waste Program – Call2Recycle
Canada Portable Battery Recycling Agreement

The purpose of this memorandum is to provide an update on the Provincial Municipal Hazardous or Special Waste (MHSW) Program and seek City Council approval to enter into a Portable Battery Recycling Agreement with Call2Recycle Canada.

The MHSW Program allows Ontario residents to safely dispose of household products that require special handling, such as single-use batteries and propane tanks. Industry stewardship organizations are responsible for recovering additional hazardous waste products, including automotive materials; paints and coatings; pesticides and solvents and fertilizers.

The Minister of the Environment, Conservation and Parks has directed Stewardship Ontario (the industry funding organization that operates Ontario's MHSW program) to wind-up the MHSW Program to enable the transition of hazardous or special waste to individual producer responsibility under the new provincial regulatory framework.

The wind-up for single-use batteries took place on June 30, 2020 with the remaining MHSW materials scheduled to transition on June 30, 2021. Consultation with municipalities on a new MHSW regulation in commencing this summer. The City of Thunder Bay has been invited to participate in these sessions.

The City of Thunder Bay operates one full-time Household Hazardous Waste (HHW) Depot located at the Thunder Bay Solid Waste and Recycling Facility. In order for the City of Thunder Bay to continue receiving financial compensation for the collection of single-use batteries at its HHW Depot, it must enter into a formal agreement with a Producer Responsibility Organization (PRO). Administration recommends entering into a Portable Battery Recycling Agreement with Call2Recycle Canada. This organization is an established PRO, managing the recycling of batteries across Canada.

The financial compensation the City will receive as a result of the agreement with Call2Recycle Canada, which based on historical tonnages of batteries collected, is anticipated to be approximately \$5,000 annually. This will include both single-use and rechargeable batteries.

The City's legal counsel has reviewed the agreement on behalf of the City of Thunder Bay and has no concerns.

In accordance with the program requirements, Administration is recommending that the following resolution be considered by City Council:

With respect to the Memorandum from Mr. J. Sherband, Manager – Solid Waste and Recycling Services, dated July 7, 2020, relative to the Municipal Hazardous or Special Waste Program, we recommend that the City of Thunder Bay enter into a “Portable Battery Recycling Agreement” with Call2Recycle Canada;

AND THAT the Mayor and Clerk are authorized to execute this Agreement and any other necessary documentation related to the agreement;

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

Yours truly,

Jason Sherband

pc Norm Gale, City Manager
 Krista Power, City Clerk
 Kerri Marshall, GM – Infrastructure and Operations
 Michelle Warywoda, Director – Environment
 Patty Robinet, City Solicitor

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Ban on Single Use Plastics

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020, recommending that the City of Thunder Bay support a harmonized approach on the elimination of single-use plastics across the Province of Ontario, in principle, and defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for single-use plastics, re-presented.

RECOMMENDATION

With Respect to the memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 4, 2020, we recommend that the City of Thunder Bay support a harmonized approach on the elimination of single-use plastics across the Province of Ontario, in principle, and defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for single-use plastics;

AND THAT this resolution be circulated to the Honourable Patty Hajdu, Minister of Health; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Jeff Yurek, Minister of Environment, Conservation and Parks; AMO; and NOMA;

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

ATTACHMENTS

1 B McKinnon memo dated June 12 2020

Memorandum

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

TO: Members of Council

FROM: Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee

DATE: Friday, June 12, 2020

SUBJECT: Seeking of Support – Ban on Single Use Plastics Resolution
Committee of the Whole – June 22, 2020

At the Intergovernmental Affairs (IGA) meeting held June 8, 2020 a memo was presented by Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 4, 2020, in relation to recommending a ban on single use plastics. At the time, a motion of support was passed and further requesting presentation to Committee of the Whole – June 22, 2020 for consideration.

At this time, the following motion is being presented to the Committee of Whole meeting to be held on June 22, 2020 for City Council's consideration:

With Respect to the memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 4, 2020, we recommend that the City of Thunder Bay support a harmonized approach on the elimination of single-use plastics across the Province of Ontario, in principle, and defer a decision regarding implementation until the Provincial and/or Federal governments have announced their decision and plans for single-use plastics;

AND THAT this resolution be circulated to the Honourable Patty Hajdu, Minister of Health; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Jeff Yurek, Minister of Environment, Conservation and Parks; AMO; and NOMA;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Boulevard Lake Clean Up

SUMMARY

Memorandum from Councillor A. Foulds, dated July 6, 2020 recommending that Administration report back on the short and long term plans relative to clean up at Boulevard Lake.

RECOMMENDATION

With Respect to the clean up of Boulevard Lake, we recommend that Administration report back on the short and long term plans relative to clean up;

AND THAT this report include any financial implications and environmental considerations;

AND THAT this report be received on or before September 28;

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

ATTACHMENTS

1 A Foulds memo dated July 6 2020

Memorandum

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

TO: Krista Power, City Clerk

FROM: Councillor A. Foulds

DATE: July 6, 2020

SUBJECT: Request for Report – Boulevard Lake Clean Up
Committee of the Whole – July 20, 2020

Boulevard Lake has recently been drained as a result of the work on the Boulevard Lake Dam. This work is integral to the future of Boulevard Lake and I am relieved to see this project moving forward.

In addition to this work, it would be my goal that clean up of Boulevard Lake be completed in the coming year as well. I understand that there may be environmental considerations that may require consideration and as a result I am requesting administration report back on what work could be done in the short and long term.

As such, the following motion is provided for Council's consideration;

With Respect to the clean up of Boulevard Lake, we recommend that Administration report back on the short and long term plans relative to clean up;

AND THAT this report include any financial implications and environmental considerations;

AND THAT this report be received on or before September 28;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Trowbridge Falls Outdoor Sports Tourism and Events Infrastructure

SUMMARY

Memorandum from Mr. W. Schwar, Supervisor – Parks & Open Space Planning, dated July 9, 2020 containing a motion recommending that City Council support the joint application by the Black Sheep Mountain Bike Club and the City of Thunder Bay's Parks & Open Spaces Division to the Northern Ontario Heritage Fund Corporation (NOHFC) for the Trowbridge Outdoor Sports Tourism and Events infrastructure project.

RECOMMENDATION

With respect to the Memorandum from Mr. W. Schwar dated July 9, 2020, we recommend that City Council support the joint application by the Black Sheep Mountain Bike Club and the City of Thunder Bay's Parks & Open Spaces Division to the Northern Ontario Heritage Fund Corporation (NOHFC) for the Trowbridge Outdoor Sports Tourism and Events infrastructure project;

AND THAT the City of Thunder Bay's contribution of \$50,000 will be provided through the existing 2020 Parks & Open Spaces Section Capital Recreational Trail budget;

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

ATTACHMENTS

1 W Schwar memo dated July 9 2020

Memorandum

TO: Members of Council

FROM: Werner Schwar
Supervisor – Parks & Open Space Planning

DATE: July 9, 2020

SUBJECT: Support for Application to the NOHFC for the Trowbridge Falls Outdoor Sports
Tourism and Events Infrastructure
July 20, 2020 – Committee of Whole Meeting

The purpose of this memo is to request a resolution of support from Council for a joint application to the Northern Ontario Heritage Fund Corporation (NOHFC) by the Black Sheep Mountain Bike Club and the City of Thunder Bay Parks & Open Spaces Section for a trail development project at Centennial Park/Trowbridge Falls Park which will implement recommendations in the Trowbridge Forest Recreation Trail Master Plan.

Background

In 2017, the Black Sheep Mountain Bike Club received a \$25,000 grant from Tourism Northern Ontario that was matched with \$25,000 support from the Parks & Open Spaces Section to undertake a Trowbridge Forest Trail Master Plan. Through an RFP process thinc design and DJS Trail Consultants were awarded the contract to develop the Master Plan. Extensive public and trail user group engagement was undertaken to plan existing trail optimization, new trail development to form a coherent system, and the creation of an outdoor family hub at Kinsmen Park. The goal of the Master Plan was to develop the area into a world-class destination for outdoor sports tourism, including mountain biking and other trail uses. Internationally recognized designation from the International Mountain Bike Association (IMBA) Ride Centre would be sought at completion. The resulting project would also create increased park amenity and trail use potential for the residents of Thunder Bay.

Current Trail Development

Since the completion of the Master Plan in 2017, the Black Sheep Mountain Bike Club has raised over \$35,000, in addition to providing 1000's of volunteer hours to help construct and improve existing trails that were identified in the Master Plan. The Club also hosts several race events on the trails including the annual Shuniah 40 Miner and would like to expand the tourism potential of their events with an improved trail network and improved festival venue area. They also continue to undertake trail maintenance on the trails in the Shuniah Mines area of the park. The mostly volunteer work over the past three years has been extremely commendable and developed some well used trails; however, relative to the scope of the entire trail plan, it would be very difficult to build out the entire plan at the current rate.

Proposed Project

The Black Sheep Mountain Bike Club has taken the initiative to apply for and secure external funding to be used to complete all the capital work identified in the Master Plan. By committing \$12,000 of their own money, a \$50,000 commitment from the 2020 Parks & Open Spaces Section Capital budget and \$250,000, from the CEDC/Tourism MAT Fund, the Black Sheep Mountain Bike Club has made applications to FedNor for \$450,000 and NOHFC for \$760,000. The \$1,522,000 total of all funding sources is the current estimated cost to complete the Master Plan. As this project is on City Park Lands, the Parks & Open Spaces Section will be acting as the Project Manager undertaking all procurement activities to secure a Contractor, provide Contract Administration services, and process payment certifications during Construction. The NOHFC requires a resolution confirming the City's funding and Council support.

With respect to the Black Sheep Mountain Bike Club and City Parks & Open Spaces joint application to NOHFC it is recommended that Council approve the following resolution:

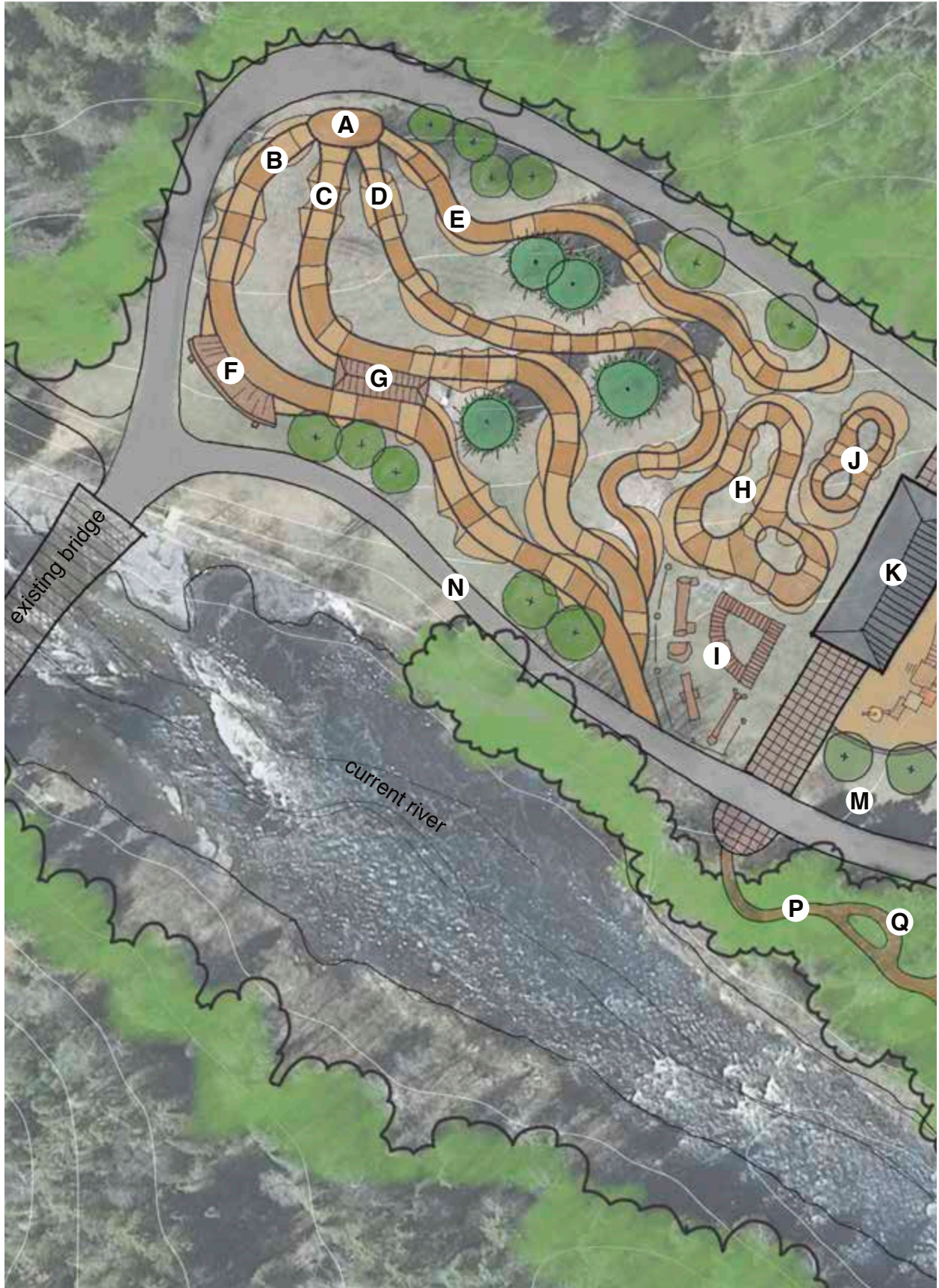
With respect to the Memorandum from Mr. W. Schwar dated July 9, 2020, we recommend that City Council support the joint application by the Black Sheep Mountain Bike Club and the City of Thunder Bay's Parks & Open Spaces Division to the Northern Ontario Heritage Fund Corporation (NOHFC) for the Trowbridge Outdoor Sports Tourism and Events infrastructure project;

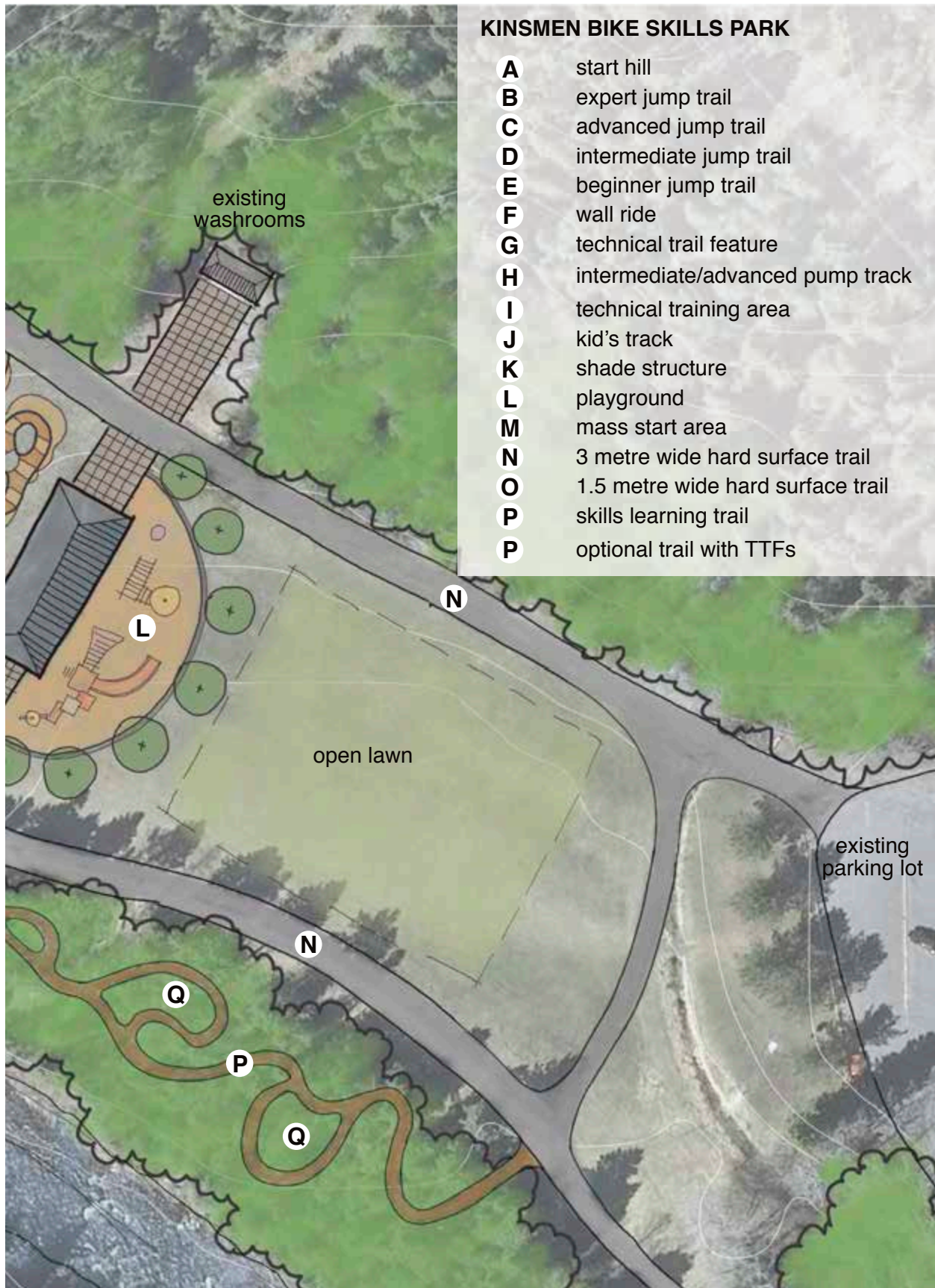
AND THAT the City of Thunder Bay's contribution of \$50,000 will be provided through the existing 2020 Parks & Open Spaces Section Capital Recreational Trail budget;

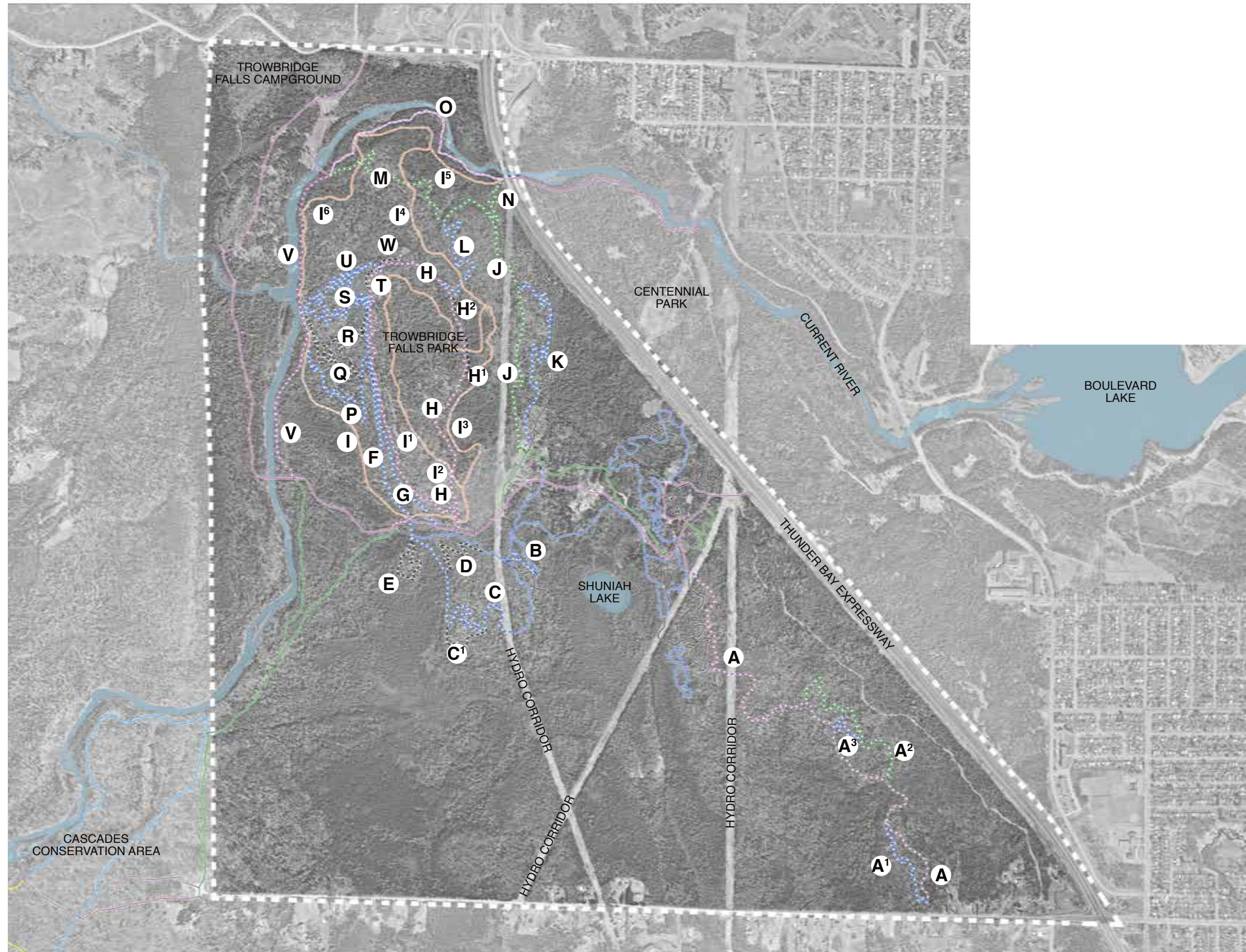
AND THAT any necessary by-laws be presented to City Council for ratification.

Sincerely,

Werner Schwar (OALA)
Supervisor – Parks & Open Space Planning
Parks & Open Spaces Section

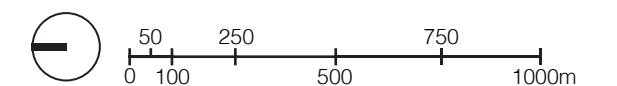






PROPOSED TRAILS

| | |
|----------------------|------------------------------------|
| A | Balsam Trail |
| A¹ | Balsam Option Line #1 |
| A² | Balsam Option Line #2 |
| A³ | Balsam Option Line #3 |
| B | The Stranger |
| C | Cross Country Connector |
| C¹ | Technical Cross Country Trail |
| D | Downhill Flow Trail (west) |
| E | Technical Trail Cross Country Loop |
| F | Lower Bluff Trail |
| G | Top of Bluff Trail |
| H | Lookout Trail |
| H¹ | Boulder/Bluff Optional Line #1 |
| H² | Boulder/Bluff Optional Line #2 |
| I | Nordic Loop |
| I¹ | Nordic Loop |
| I² | Nordic Loop |
| I³ | Nordic Loop |
| I⁴ | Nordic Loop |
| I⁵ | Nordic Loop |
| I⁶ | Nordic Loop |
| J | Easy 2k |
| K | Upper 2k |
| L | East-West Connector |
| M | Shuniah Mines Access |
| N | Short Connector |
| O | Centennial Park Link Trail |
| P | Downhill Flow Trail- Moderate |
| Q | Downhill Technical Flow Trail |
| R | Downhill Flow Trail- Difficult |
| S | Flow Trail |
| T | Boulder Field Trail (Technical) |
| U | Climbing Trail |
| V | Current River Hiking Trail |
| W | Lookout |



MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Pride Crosswalk Installations for 2020

SUMMARY

Memorandum from Ms. K. Dixon, dated July 10, 2020 containing a motion recommending that a rainbow painted crosswalk be installed at the Donald Street and May Street intersection in 2020.

RECOMMENDATION

With respect to the Memorandum from Ms. K. Dixon, Director – Engineering dated July 10, 2020, we recommend that a rainbow painted crosswalk be installed at the Donald Street and May Street intersection in 2020;

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

ATTACHMENTS

1 K Dixon memo dated July 10 2020

Memorandum

TO: Members of Council

FROM: Kayla Dixon, P. Eng., MBA
Director of Engineering & Operations

DATE: July 10, 2020

SUBJECT: Pride Crosswalk Installations for 2020
July 20, 2020 Committee of Whole Meeting

Administration is currently working with Thunder Pride and our contractor, North-West Lines, to have rainbow and transgender crosswalks painted this season. This memorandum is to confirm funds are in place for three legs of crosswalks to be painted and have Council approve the location of the third leg.

At the November 4, 2019 Committee of the Whole, Council approved funding up to 50 percent of the total costs for the project, not to exceed \$28,000 with the first installation of rainbow and transgender crosswalks to be painted at Bay & Algoma. Administration and Thunder Pride were to work together to determine proposed locations and costs of other painted crosswalks and provide recommendations to Council for approval.

A quote of \$28,000 has been received for installation of a rainbow and transgender crosswalk at the intersection of Bay Street and Algoma Street and a rainbow crosswalk on the south side of town at the intersection of Donald Street and May Street. Thunder Pride and North-West Lines have each agreed to pay for a third of the cost with the City paying the remaining third of the cost. Funding for the City's portion was included in the approved 2020 budget. Administration is seeking approval from Council to complete a rainbow crosswalk on the west leg of the Donald Street and May Street intersection.

With respect to the Memorandum from Ms. K. Dixon, Director – Engineering dated July 10, 2020, we recommend that a rainbow painted crosswalk be installed at the Donald Street and May Street intersection in 2020;

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

KD

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Fireworks By-law Proposed Amendment

SUMMARY

Memorandum from Councillor A. Ruberto dated July 6, 2020, requesting Council's consideration to amend By-law 45/1993 a by-law to regulate the sale and setting off of fireworks in the City of Thunder Bay.

RECOMMENDATION

With Respect to By-law 45-1993 and the associated amendments to regulate the sale and setting off of fireworks in the City of Thunder Bay, we recommend that Administration report back with information and options on potential changes that may include decreased dates established for the setting off of fireworks; the potential of increased support from By-law enforcement to respond to noise complaints relating to fireworks; the ability for the City to enforce a decibel level for the sale of fireworks and accompanying displays;

AND THAT this report be received on or before November 23, 2020;

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

ATTACHMENTS

1 A Ruberto memo dated July 6 2020

Memorandum

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

TO: Krista Power, City Clerk

FROM: Councillor A. Ruberto

DATE: July 6, 2020

SUBJECT: Request for Report – Fireworks By-law & potential changes
Committee of the Whole – July 20, 2020

Many residents have contacted me and commented on my social media platforms sharing their concerns about fireworks being set off in our city. There are issues with noise and the time of fireworks being set off. This is addition to concerns regarding the intensity of fireworks and the sound being impactful to pets and to those suffering from Post Traumatic Stress Disorder.

It is my hope that our Administration could investigate possible changes to the current Fireworks By-law that prohibits the extension of days preceding holidays in addition to increased ability to respond and a potential prohibition of loud fireworks. This motion speaks to a request for a report from Administration that speaks to some of these options and whether they would provide resolution to some of the issues that currently exist regarding fireworks.

As such, the following motion is provided for Council's consideration;

With Respect to By-law 45-1993 and the associated amendments to regulate the sale and setting off of fireworks in the City of Thunder Bay, we recommend that Administration report back with information and options on potential changes that may include decreased dates established for the setting off of fireworks; the potential of increased support from By-law enforcement to respond to noise complaints relating to fireworks; the ability for the City to enforce a decibel level for the sale of fireworks and accompanying displays;

AND THAT this report be received on or before November 23, 2020;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT The Engagement of Council in Decisions to Host Evacuees

SUMMARY

At the June 1, 2020 Committee of the Whole meeting, a memorandum from Councillor M. Bentz, dated May 28, 2020 was presented and a resolution was passed recommending that Administration report back to City Council with information and potential recommendations on how City Council could be more engaged in decisions pertaining to the hosting of evacuees.

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Mr. M. Smith, General Manager - Development & Emergency Services, dated June 12, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Mr. M. Smith, General Manager - Development & Emergency Services, dated June 12, 2020, recommending that the Municipal Emergency Control Group ("MECG") report back to City Council for direction when it is the position of the MECG that a request to accommodate evacuees be denied, re-presented.

RECOMMENDATION

With respect to the memo dated June 12, 2020 regarding the engagement of City Council in decisions to host evacuees, we recommend that the Municipal Emergency Control Group ("MECG") report back to City Council for direction when it is the position of the MECG that a request to accommodate evacuees be denied.

ATTACHMENTS

1 M Smith memo dated June 12 2020



Development & Emergency Services Department

*Victoriaville Civic Centre, 2nd Floor
111 Syndicate Avenue South
Thunder Bay, ON P7C 5K4*

MEMORANDUM

TO: City Council

FROM: Mark J. Smith, GM Development & Emergency Services

DATE: June 12, 2020

SUBJECT: The Engagement of Council in Decisions to Host Evacuees

At its meeting on June 1st, Council directed Administration to report back regarding potential recommendations on how Council could be more engaged in decisions pertaining to the hosting of evacuees. More specifically, Council passed the following resolution:

With respect to the City of Thunder Bay's Emergency Plan and the work of the MECG we recommend that Administration report back to City Council with information and potential recommendations on how City Council could be more engaged in decisions pertaining to the hosting of evacuees:

AND THAT this report be received on or before June 22, 2020;

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

This memo is submitted in response to this direction.

Requests to host evacuees from northern communities, or at least enquiries as to the City's ability to host evacuees, have become predictable annual events. Typically, there is some lead-time between requests being made of the City and when evacuees need to be hosted, but that is certainly not always the case.

Generally, enquiries as to the City's ability and willingness to host evacuees come from the province through the Provincial Emergency Operations Centre (PEOC), but again, that is certainly not always the case. Enquiries can and are received from many different organizations and/or northern community representatives. These enquiries typically occur with frequency as spring approaches and into early summer.

Preliminary informal enquiries are generally met with informal responses. It is typically the Community Emergency Management Coordinator (CEMC) who collects and provides

information about things like hotel room availability, the City's ability to offer community services, police support, and EMS availability. When enquiries become more formal, or when the arrival of evacuees appears more imminent, the Municipal Emergency Control Group (MECG) will meet to discuss and agree upon the response to be provided. Typically, the response speaks to the number of evacuees that can be safely and appropriately supported. This year, due to the pandemic, those enquiring were told that the City was not in a position to accommodate evacuees at the point in time the enquiry was made. This is the first time in recent history that this has been the case.

It is Administration's position that it is not practical to seek direction from Council each time an enquiry regarding the hosting of evacuees is received; this is due to the frequency of enquiries, their often preliminary nature, and the degree to which responses must be provided in a timely manner.

It is understood that decisions relative to hosting evacuees are often not like decisions associated with sudden emergencies (explosions, weather events, critical infrastructure failures, etc.). Sometimes there is the luxury of time and the reasons for decisions may extend beyond strict technical considerations.

It is also understood that decisions relative to hosting evacuees are often not as categorical as other situations; and often nor are the questions. Sometimes the question is not simply whether or not the City can act as host, but rather *how many people* is the City in a position to host. It is also the case that the question can be not whether or not the City can act as host, but rather *to what degree* is the City able to act as host. It may be worthy of note that in some cases people can self-evacuate from their home communities during emergencies to Thunder Bay and that the province and/or federal governments may also make arrangements to place people Thunder Bay, regardless of the City's willingness or ability to host. These situations can present their own issues.

Although it is not practical to engage Council in the annual flow of information each spring and early summer relative to the City's ability to host evacuees, Administration is recommending that when the MECG recommends denying a request to accommodate evacuees, that the MECG report to Council seeking direction as to whether the request should be denied or not. As previously mentioned, this year was the first time in recent history when this was the case.

Conclusion:

It is concluded that the MECG should report to Council for direction in those instances when it is the position of the MECG that requests to accommodate evacuees should be denied.

Recommendation:

With respect to the memo dated June 12, 2020 regarding the engagement of City Council in decisions to host evacuees, we recommend that the Municipal Emergency Control Group ("MECG") report back to City Council for direction when it is the position of the MECG that a request to accommodate evacuees be denied.

BACKGROUND:

Emergencies and the hosting of evacuees

The Emergency Management and Civil Protection Act defines an ‘emergency’ as a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or and act whether intentional or otherwise.” Clearly, this definition describes situations broad in scope and range.

The Emergency Management and Civil Protection Act states that ‘the head of council of a municipality may declare that an emergency exists in the municipality or in any part thereof and may take such action and make such orders as he or she considers necessary and are not contrary to law to implement the emergency plan of the municipality and to protect property and the health, safety and welfare of the inhabitants of the emergency area.”

Emergency Plan and the established role of the Municipal Emergency Control Group:

In accordance with the requirements of the Emergency Management and Civil Protection Act and its associated regulations, the City has an emergency plan. The emergency plan sets out the role and composition of the Municipal Emergency Control Group (MECG) and in this regard states that “all emergency operations shall be directed and controlled” by the MECG. This language mirrors that found in the legislation. The MECG is also tasked with a number of other duties that are primarily focused on directing, co-ordinating, and supplying administrative and logistical support as is necessary to minimize the effects of an emergency or disaster on the municipality and its inhabitants

The MECG is comprised of those holding the following positions:

- City Manager
- General Manager – Development & Emergency Services
- Fire Chief
- Police Chief
- EMS Chief
- Community Emergency Management Coordinator
- General Manager – Infrastructure & Operations
- General Manager – Community Services
- Emergency Information Officer.

The Plan goes on to list many support positions to the MECG, including the Mayor, as well as many organizations that could offer assistance and resources in the event of emergencies.

The City’s current emergency plan was adopted by Council in 2019. The size and composition of the MECG was amended at this time and its size reduced largely because provincial legislation requires that every member of the MECG and every member’s alternate receive annual training; something determined to be unwieldy with such a large group.

Role of the Emergency Management Program Committee:

In accordance with provincial legislation and as set out in the City's emergency plan, an Emergency Management Program Committee (EMPC) shall advise Council on the development, implementation and maintenance of the municipality's emergency management plan and program.

The EMPC is comprised of those holding the following positions:

- Mayor
- City Manager
- Fire Chief,
- Police Chief
- Community Emergency Management Coordinator.

The EMPC is responsible for keeping the plan (and its appendices) current with respect to legislation, agency roles and responsibilities and any other pertinent information.

We are learning a lot dealing with this pandemic. What we are learning will most certainly inform the amendments we recommend be made to the City's emergency plan and program.

mjs/

Cc: Greg Hankkio, Acting Chief TBFR
Dennis Brescacin, CEMC
Krista Power, City Clerk
Patty Robinet, City Solicitor

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Request for Report – Development of a Loitering By-law

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor A. Ruberto, dated June 18, 2020 containing a motion relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor A. Ruberto, dated June 24, 2020 containing a revised motion, recommending that Administration report back to City Council with information and recommendations that could be effective in dealing with the loitering situation.

RECOMMENDATION

With respect to the potential development of a Loitering By-law for the City of Thunder Bay, we recommend that Administration report back to City Council with information and recommendations that could be effective in dealing with the loitering situation;

AND THAT Administration seek input from the Anti-Racism & Respect Advisory Committee, the Thunder Bay Drug Strategy Implementation Panel, Thunder Bay Police Services, Thunder Bay Poverty Reduction Panel, Crime Prevention Council and any other relevant stakeholders who request to participate;

AND THAT the report include any relevant financial impacts that relate to how a by-law may assist with some of the concerns presented by the public relative to loitering;

AND THAT this report be received on or before September 28, 2020;

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

ATTACHMENTS

1 A Ruberto memo dated June 24 2020

Memorandum

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

TO: Krista Power, City Clerk

FROM: Councillor Aldo Ruberto

DATE: June 24, 2020

SUBJECT: REVISED Request for Report – Development of a Loitering By-law
Committee of the Whole – July 20, 2020

The City of Thunder Bay does have a Loitering By-law; however, it does not give the police or municipal officers enough authority for enforcement for loitering in public and private areas. It is my request that Administration research By-laws passed in this regard in other municipalities and report back to City Council with information and recommendations on how a Loitering By-law would best assist with responding to concerns from the public and business community. It is my understanding that in the by-law, the City can designate certain areas where loitering is an issue for businesses and the public. It is important that Council and the public better understand what power municipalities have and limitations exist in this regard.

As such, it is my request that City Council direct Administration to bring back information and recommendations with respect to the potential development of a Loitering By-law along with data collected from other municipalities. It is also pertinent that any financial impact that would be the result of implementation of such a by-law be included in this report.

As such, I provide the following motion for Council's consideration:

With respect to the potential development of a Loitering By-law for the City of Thunder Bay, we recommend that Administration report back to City Council with information and recommendations that could be effective in dealing with the loitering situation;

AND THAT Administration seek input from the Anti-Racism & Respect Advisory Committee, the Thunder Bay Drug Strategy Implementation Panel, Thunder Bay Police Services, Thunder Bay Poverty Reduction Panel, Crime Prevention Council and any other relevant stakeholders who request to participate;

AND THAT the report include any relevant financial impacts that relate to how a by-law may assist with some of the concerns presented by the public relative to loitering;

AND THAT this report be received on or before September 28, 2020;

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

c.c. Norm Gale, City Manager

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Multi-Use Indoor Sports Facility Committee Minutes

SUMMARY

Minutes of Meetings No. 02-2020 and No. 03-2020 of the Multi-Use Indoor Sports Facility Committee held on March 4, 2020 and June 16, 2020, for information.

Minutes of Meeting No. 04-2020 of the Multi-Use Indoor Sports Facility Committee held on July 13, 2020, for information. (Distributed separately)

ATTACHMENTS

- 1 Indoor Sports Facility Committee minutes Mar 4 2020
- 2 Indoor Sports Facility Committee minutes June 16 2020

DATE: WEDNESDAY, MARCH 4, 2020 MEETING NO. 02-2020

TIME: 5:03 P.M.

PLACE: MCNAUGHTON ROOM
CITY HALL – 3RD FLOOR
500 DONALD STREET EAST

CHAIR: MAYOR B. MAURO

PRESENT:

Mayor B. Mauro
Councillor A. Aiello
Councillor M. Bentz
Councillor K. Oliver

OFFICIALS:

Mr. N. Gale, City Manager
Ms. K. Power, City Clerk
Ms. L. Lavoie, Committee Coordinator

RESOURCE PERSONS:

Ms. K. Robertson, General Manager – Community Services
Mr. G. Broere, Director – Asset Management
Ms. D. Paris, Director – Finance
Mr. J. Howie, Policy Assistant to the Mayor

GUESTS:

Mr. R. Furioso, Supervisor – Construction Services
Mr. K. Jankowski, Contract Coordinator

1.0 DISCLOSURES OF INTEREST

None.

2.0 AGENDA APPROVAL

MOVED BY: Councillor K. Oliver

SECONDED BY: Councillor A. Aiello

With respect to the March 4, 2020 Multi-Use Indoor Sports Facility Committee meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

CARRIED

3.0 CONFIRMATION OF PREVIOUS MINUTES

The Minutes of the Multi-Use Indoor Sports Facility Committee Meeting No. 01-2020 held on February 12, 2020 to be confirmed.

MOVED BY: Councillor K. Oliver
SECONDED BY: Councillor A. Aiello

THAT the Minutes of Meeting No. 01-2020 held on February 12, 2020 be confirmed.

CARRIED

4.0 REVISED PROPOSED FACILITY DESIGN

Mr. G. Broere, Director – Asset Management provided an update relative to revised design of proposed Multi-Use Indoor Sports Facility.

Preliminary drawings of main floor and second floor construction plans issued by Stantec for Class C costing were distributed at the meeting.

Spreadsheet providing Order of Magnitude estimate from Report No. R 86/2019, original Class C estimate option #1 and Class C revised options #2 and #3 was distributed at the meeting.

Mr. G. Broere pointed out that the original Order of Magnitude estimate was \$30 million with a level of accuracy of +/- 30 percent, meaning a range of costs from \$21 million to \$39 million. Following engagement with user groups and other stakeholders, adjustments were considered for hosting trade shows, the addition of community multi-purpose rooms and additional administrative and rental space.

With the above-noted adjustments, the Class C estimate is \$36,510,406, which includes +/- 20 percent contingency for construction costs and field protection for trade shows. Mr. G. Broere provided revised options #2 and #3 which would each bring the total cost closer to the Order of Magnitude estimate.

Revised option #2 provides spectator capacity of approximately 800 and assumes no provision for trade shows (flooring), eliminates storage space for flooring, reduces floor area, reduces site development costs, eliminates generator and eliminates 8 dressing rooms. The estimated project cost for option #2 is \$30,339,771, which includes +/- 20 percent contingency for construction costs.

Revised option #3 provides for tradeshow (flooring), eliminates the north side mezzanine, includes generator, reduces floor area, reduces site development costs and eliminates 8 dressing rooms. Spectator capacity would be approximately 700. The

estimated project cost for option #3 is \$31,196,907, which includes +/- 20 percent contingency for trade show field protection and overall project cost.

There was discussion relative to options #2 and #3.

Discussion relative to the potential provision for tradeshow included the following:

- Flooring is necessary as heavy foot traffic would reduce the life of the turf and potentially damage it.
- Elimination of the north side mezzanine (option #3) would allow for a 14' door for larger vehicle access (i.e. recreational vehicles)
- A 12' door will fit below the mezzanine.
- Providing for trade shows would make the building a multi-use facility.
- Facility could provide an air conditioned space for trade shows and other indoor events in summer months.
- Rather than heavy duty flooring (which can support vehicles) pedestrian-friendly flooring is lighter and requires less storage, and can potentially provide for trade shows and events in off-season months.
- The location may not be suitable for heavy vehicular traffic.
- Potentially, flooring for trade shows could be added later and a separate storage building could be added on the site.

There was discussion relative to the inclusion of a generator. Mr. G. Broere pointed out that the main purpose of a generator is emergency preparedness as part of the City's climate adaptation plan. It was the consensus of committee that the addition of a generator is important.

At the request of the Chair, Councillor K. Oliver assumed the Chair at 6:02 p.m.

MOVED BY: Mayor B. Mauro
SECONDED BY: Councillor M. Bentz

THAT Administration proceed with revised option #2 for an estimated cost of \$30,339,771, as presented at the March 4, 2020 Multi-Use Indoor Sports Facility Committee meeting;

AND THAT a generator be added for an estimated \$515,000.

CARRIED

At 6:05 p.m. Mayor B. Mauro resumed the Chair.

Mr. G. Broere informed the Committee that Administration will continue with the development of drawings and public engagement. Public engagement is expected to take

place in mid-April. Following public engagement, Administration will then make a presentation to City Council, and drawings will continue to be developed to a tender ready state.

Mr. G. Broere noted that approval is pending for potential funding from Northern Ontario Heritage Fund Corporation (NOHFC), FedNor and Investing in Canada Infrastructure Program (ICIP).

5.0 NEW BUSINESS

6.0 NEXT MEETING DATE

The next meeting will be Wednesday, March 11, 2020 at 4:30 p.m. in the Martin Room.

7.0 ADJOURNMENT

The meeting was adjourned at 6:10 p.m.

DATE: TUESDAY, JUNE 16, 2020 MEETING NO. 03-2020

TIME: 12:04 P.M.

PLACE: VIA MS TEAMS

CHAIR: MAYOR B. MAURO

**ELECTRONIC
PARTICIPATION:**

Mayor B. Mauro
Councillor A. Aiello
Councillor M. Bentz
Councillor K. Oliver

OFFICIALS – ELECTRONIC PARTICIPATION:

Mr. N. Gale, City Manager
Ms. D. Earle, Deputy City Clerk
Ms. K. Piche, Committee Coordinator

RESOURCE PERSONS – ELECTRONIC PARTICIPATION

Ms. K. Robertson, General Manager – Community Services
Mr. G. Broere, Director – Asset Management
Ms. L. Paradis, Acting Director – Financial Services
Mr. J. Howie, Policy Assistant to the Mayor

1.0 DISCLOSURES OF INTEREST

None.

2.0 AGENDA APPROVAL

MOVED BY: Councillor M. Bentz
SECONDED BY: Councillor A. Aiello

With respect to the June 16, 2020 Multi-Use Indoor Sports Facility Committee meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

CARRIED

3.0 CONFIRMATION OF PREVIOUS MINUTES

The Minutes of the Multi-Use Indoor Sports Facility Committee Meeting No. 02-2020 held on March 4, 2020 to be confirmed.

MOVED BY: Councillor M. Bentz
SECONDED BY: Councillor A. Aiello

THAT the Minutes of Meeting No. 02-2020 held on March 4, 2020 be confirmed.

CARRIED

4.0 FINANCING OF THE PROJECT

Memorandum from Mr. G. Broere, Director – Asset Management dated June 8, 2020, relative to the above noted.

Mr. G. Broere, Director – Asset Management provided an overview relative to the financing options of the proposed Multi-Use Indoor Sports Facility, including information regarding upcoming public consultation and preparation of corporate report and presentation by Stantec to Committee of the Whole on July 20, 2020.

Ms. L. Paradis, Acting Director – Financial Services provided information relative to ICIP funding, gas tax and capital dollars and responded to questions.

Councillor K. Oliver provided information relative to OCIP and ICIP funding being rolled out by the Ministry of Infrastructure. Stimulus funding will potentially be available to kickstart economy, following the COVID-19 pandemic.

It was noted that Option #3 would need to be delayed until there is an official decision regarding funding.

Reserve and stabilization funds were also discussed.

Ms. L. Paradis provided clarification regarding construction debenture interest rates, and advised that rates have been fluctuating quite significantly during the pandemic.

Further discussion was held relative to potentially reducing or eliminating the construction debenture. Infrastructure Ontario would have to be notified that we would not proceed with debenture if funding is awarded. Infrastructure Ontario would not need to be notified until 2022. Would need commitment from Council to proceed.

5.0 FUNDING APPLICATIONS

Ms. K. Robertson provided a verbal update relative to the above noted and responded to questions. The following information was discussed:

- Stage 2 applications submitted
- Eligible Design Phase project funding \$1.3 million total (NOHFC, Fednor, ICIP)
- Phase One Design and Development
- Focused on economic benefit
- Proposed facility will not accommodate all the demand
 - any additional privately owned facilities that may open would be complement to proposed facility
- Have engaged with key users of facility
- Criteria for funding crucial
- Reporting and guidelines for funding

It was noted that any costs incurred prior to receiving notification of funding are not reimbursable.

A discussion was held regarding COVID-19 and risks associated with a second wave of virus, if construction has commenced. Overhead costs could increase if a second wave occurs (ie: COVID-19 protection on construction sites).

Construction timelines were also discussed. If project approved, construction could commence in Fall 2020.

A question was asked regarding if original estimate cost would be impacted due to COVID-19, as cost was estimated in March 2020. G. Broere advised that Class B estimate is expected in June 2020. Once received, it will then be determined if there has been impact.

It was noted that the pandemic could shift the ICIP funding program, and could change the way funds flow.

Discussion was held relative to quality of life for children and youth.

MOVED BY: Councillor A. Aiello
SECONDED BY: Councillor K. Oliver

With respect to the memorandum from Mr. G. Broere, Director – Asset Management, dated June 8, 2020, relative to financing options of the proposed Multi-Use Indoor Sports Facility, we recommend that Option Two be selected;

AND THAT Administration proceed with preparing a report to Committee of the Whole in July 2020 for consideration.

CARRIED

6.0 NEXT MEETING DATE

No new meeting date was scheduled.

7.0 ADJOURNMENT

The meeting was adjourned at 1:22 p.m.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT The District of Thunder Bay Social Services Administration Board
Minutes

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, the following committee minutes were deferred to the July 20, 2020 meeting.

Minutes of Meeting No. 21/2019 of The District of Thunder Bay Social Services Administration Board held on November 20, 2019, Meetings No. 22/2019 and No. 23/2019 (Closed) held on November 21, 2019, and Meetings No. 24/2019 and No. 25/2019 (Closed) held on December 12, 2019, for information.

ATTACHMENTS

- 1 TBDSSAB minutes Nov 20 2019
- 2 TBDSSAB minutes Nov 21 2019
- 3 TBDSSAB minutes Nov 21 2019 (Closed)
- 4 TBDSSAB minutes Dec 12 2019
- 5 TBDSSAB minutes Dec 12 2019 (Closed)



**MINUTES OF BOARD SPECIAL MEETING NO. 21/2019
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: November 20, 2019

TIME OF MEETING: 5:00 p.m.

LOCATION OF MEETING: TBDSSAB Headquarters
231 May Street South
3rd Floor Boardroom
Thunder Bay, ON

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Brian Hamilton
Jody Davis
Andrew Foulds
James Foulds
Kevin Holland
Rebecca Johnson
Lucy Kloosterhuis
Elaine Mannisto
Aldo Ruberto
Wendy Wright

OFFICIALS:

William (Bill) Bradica, Chief Administrative Officer, Acting
Director – Client Services Division
Georgina Daniels, Director – Corporate Services Division
Ken Ranta, Director – Housing Services Division
Glenda Flank, Recording Secretary
Diana Hennel, Administrative Assistant

GUESTS:

Aaron Park, Manager, Housing & Homelessness Programs
Keri Greaves, Manager, Finance
Kristyn Lovato-Day, Acting Supervisor, Communications &
Engagement
Louise Piercey, Manager, Child Care & Early Years Programs

REGRETS:

Shelby Ch'ng
Ray Lake

Note: For the purposes of the Minutes references to TBDSSAB or the Board refers to The District of Thunder Bay Social Services Administration Board of Directors as relevant to specific agenda items; references to TBDHC or the Board refers to the Directors of Thunder Bay District Housing Corporation as relevant to specific agenda items. References to CAO refer jointly to the Chief Administrative Officer of TBDSSAB and Senior Administrator of TBDHC.

BOARD MEETING

DISCLOSURES OF INTEREST

None.

NEW BUSINESS

Board Member Aldo Ruberto requested that a discussion be held to discuss the issue of drugs, gangs, the security in social housing facilities and possible solutions to these issues.

A brief discussion was held regarding this issue. On consensus, the Board directed Administration to provide a confidential report regarding these issues at the December meeting.

The Board was reminded that when providing information to Administration that they do so through the Office of the Chief Administrative Officer.

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 19/99

Moved by: Kevin Holland
Seconded by: Elaine Mannisto

THAT with respect to the agenda for the Board Special meeting of The District of Thunder Bay Social Services Administration Board for November, we approve the agenda as printed,

AND THAT we approve any additional information and new business.

CARRIED

MINUTES OF PREVIOUS MEETINGS

Board Meetings

Minutes of Board Special Meeting No. 18/2019 held on October 16, 2019, Meeting No. 19/2019 and Meeting No. 20/2019 (Regular and Closed Session) of TBDSSAB, held on October 17, 2019 respectively were presented for confirmation.

Resolution No. 19/100

Moved by: Andrew Foulds
Seconded by: Kim Brown

THAT the Minutes of TBDSSAB Board Special Meeting No. 18/2019 held on October 16, 2019, Meeting No. 19/2019 and Meeting No. 20/2019 (Regular and Closed Session), held on October 17, 2019 respectively, to be confirmed.

CARRIED

PRESENTATION

Bertrand Court Regeneration

Presentation was made by Sean Serino, B.E.D., M.Arch, OAA, Principal, Brook McIlroy relative to the above noted, for information only. A copy of the presentation was distributed at the meeting.

Sean Serino, Principal, introduced himself, Richard Gillies, Architect and gave a brief background on himself and the company Brook McIlroy.

Sean Serino provided an overview of his presentation with the following items noted:

- Regeneration plan to be devised to displace as few people as possible
- Provide a mixture of low income, and market rent units
- Mixture of Bachelor, 1, 2 and 3 bedroom units was reviewed
- Designed as efficient and environmentally friendly as possible
- Plan to leave room for green space and/or gardens

Sean Serino, Principal responded to questions and provided further information.

William Bradica, CAO provided clarification

At 5:45 p.m. Sean Serino, Principal and Richard Gillies, Architect left the meeting and the Chair called for a dinner break.

At 6:10 p.m. the meeting reconvened with all members of the Board and Administration in attendance with the exception of Louise Piercey, Manager, Child Care & Early Years Programs.

REPORTS OF ADMINISTRATION

Bertrand Court Regeneration Strategy Update

At the July 28, 2019 Board Meeting, the Board was presented with Report No. 2019-34 Bertrand Court and McIlvor Court Regeneration Strategy Update and the Board directed Administration to prepare a further report for the September Board Meeting.

At the October 17, 2019 Board Meeting, Administration advised, by Memorandum, that a report would be presented at the November 20, 2019 Board Meeting, for consideration.

Report No. 2019-54 (Housing Services Division) relative to providing the Board with Administration's recommended direction for the Bertrand Court property was presented, for consideration.

Ken Ranta, Director – Housing Services Division responded to questions and provided further information.

William Bradica, CAO responded to questions.

Resolution No. 19/101

Moved by: Albert Aiello
Seconded by: Rebecca Johnson

THAT with respect to Report No. 2019-54 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board (the Board), accept and approve the development direction for the Bertrand Court property;

AND THAT the Board direct Administration to continue with the regeneration plan, including the development of a final budget, funding and finance options and a construction tender plan for the Bertrand Court property and provide reports to the Board as appropriate.

CARRIED

TBDSSAB 10 Year Housing and
Homelessness Plan – 5 Year Update

The Board received Report No. 2019-55 including the 5 Year Update to the 10 Year Housing and Homelessness Plan at the September 26, 2019 Board Meeting.

A Board Special Meeting was then held on October 16 2019 to ensure the Board had the time it would take to consider this information properly. Ken Ranta, Director – Housing Services Division and Aaron Park, Manager, Housing and Homelessness Programs provided a presentation relative to the above noted.

Report No. 2019-55 (Housing Services Division), was presented to the Board to provide the TBDSSAB 10 Year Housing and Homelessness Plan – 5 Year Update, for consideration.

William Bradica, CAO responded to questions and provided clarifying information.

Resolution No. 19/102

Moved by: Aldo Ruberto
Seconded by: Kim Brown

THAT with respect to Report No. 2019-55 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the TBDSSAB 10 Year Housing and Homelessness Plan – 5 Year Update as presented;

AND THAT the Board authorizes the Chief Administrative Officer, to submit the TBDSSAB 10 Year Housing and Homelessness Plan – 5 Year Update to the Ministry of Municipal Affairs and Housing (MMAH).

CARRIED

TBDSSAB 2019 3rd Quarter Financial Report

Report No. 2019-56 (Corporate Services Division), was presented to provide the Board with the 2019 3rd Quarter Financial Report, and projection to year-end, for information only.

Enterprise Risk Management Framework

Report No. 2019-57 (Corporate Service Division), providing the Board with the Enterprise Risk Management Framework and resulting risk tolerance was presented, for consideration.

Georgina Daniels, Director – Corporate Services Division and William Bradica, CAO responded to questions.

Resolution No. 19/103

Moved by: Wendy Wright
Seconded by: Elaine Mannisto

THAT with respect to Report No. 2019-57 (Corporate Services), we, The District of Thunder Bay Social Services Administration Board (the Board), approve the Enterprise Risk Management Framework and resulting risk tolerance, as presented;

AND THAT based on the approved risk tolerance, we direct Administration to develop an appropriate Risk Appetite Statement for Board approval.

CARRIED

TBDSSAB 2019 3rd Quarter Operational Report

Report No. 2019-58 (CAO Division), providing the Board with information regarding the trends within TBDSSAB programs and services was presented, for information only.

Policy - TBDSSAB Mission, Vision, & Values

Report No. 2019-59 (CAO Division), was provided to the Board presenting an amended Mission, Vision and Values Policy, for consideration.

William Bradica, CAO provided a brief explanation for the reason for the changes to the Policy.

Resolution No. 19/104

Moved by: Elaine Mannisto
Seconded by: Wendy Wright

THAT with respect to Report No. 2019-59 (CAO's Office), we, The District of Thunder Bay Social Services Administration Board, amend the Mission, Vision and Values Policy #BRD-01:60 as presented.

CARRIED

Child Care and Early Years Pedagogist Model

Report No. 2019-60 (Client Services Division), relative to providing information regarding a proposed new pedagogist model for child care and early years service system was presented, for consideration.

Resolution No. 19/105

Moved by: Kevin Holland
Seconded by: Albert Aiello

THAT with respect to Report No. 2019-60, (Client Services Division), we, The District of Thunder Bay Social Services Administration Board (the Board), approve the attached plan for a Child Care Early Years Pedagogist Model for the District of Thunder Bay.

AND THAT the Board directs Administration to proceed with the implementation of a pedagogist model for the child care and early years system.

CARRIED

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, December 12, 2019, in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

ADJOURNMENT

Resolution No. 19/106

Moved by: Albert Aiello
Seconded by: Kevin Holland

THAT Board Meeting No. 21/2019 of The District of Thunder Bay Social Services Administration Board, held on November 20, 2019, be adjourned at 6:40 p.m.

CARRIED


Chair


Chief Administrative Officer



**MINUTES OF BOARD MEETING NO. 22/2019
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: November 21, 2019

TIME OF MEETING: 10:00 a.m.

LOCATION OF MEETING: TBDSSAB Headquarters
231 May Street South
3rd Floor Boardroom
Thunder Bay, ON

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Jody Davis
Andrew Foulds
James Foulds
Brian Hamilton
Kevin Holland
Rebecca Johnson
Lucy Kloosterhuis
Ray Lake
Elaine Mannisto
Aldo Ruberto
Wendy Wright

OFFICIALS:

William (Bill) Bradica, Chief Administrative Officer, Acting
Director – Client Services Division
Georgina Daniels, Director – Corporate Services Division
Ken Ranta, Director – Housing Services Division
Glenda Flank, Recording Secretary
Diana Hennel, Administrative Assistant

GUESTS:

Keri Greaves, Manager, Finance
Kristyn Lovato-Day, Acting Supervisor, Communications &
Engagement
Shari Mackenzie, Acting Manager, Human Resources

REGRETS:

Shelby Ch'ng

Note: For the purposes of the Minutes references to TBDSSAB or the Board refers to The District of Thunder Bay Social Services Administration Board of Directors as relevant to specific agenda items; references to TBDHC or the Board refers to the Directors of Thunder Bay District Housing Corporation as relevant to specific agenda items. References to CAO refer jointly to the Chief Administrative Officer of TBDSSAB and Senior Administrator of TBDHC.

BOARD MEETING

DISCLOSURES OF INTEREST

NEW BUSINESS

None.

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 19/107

Moved by: Kevin Holland
Seconded by: Elaine Mannisto

THAT with respect to the agendas for the Board Regular and Closed Session meetings of The District of Thunder Bay Social Services Administration Board for November 21, 2019, we approve the agendas as printed;

AND THAT we approve any additional information and new business.

CARRIED

At 10:07 a.m. Brian Hamilton, Board Member, entered the meeting room.

CLOSED SESSION MEETING

The Board adjourned to a closed meeting relative to receipt of information with respect to security of property of the Board regarding the TBDSSAB 2020 Proposed Operating and Capital Budget – Confidential Proposed 2020 Capital Budget Summary and identifiable individuals regarding staffing changes.

Resolution No. 19/108

Moved by: Andrew Foulds
Seconded by: Kim Brown

THAT the Board adjourns to Closed Session relative to receipt of information with respect to security of property of the Board regarding the TBDSSAB 2020 Proposed Operating and Capital Budget – Confidential Proposed 2020 Capital Budget Summary and identifiable individuals regarding staffing changes.

CARRIED

At 10:09 a.m. the Board Meeting went into Closed Session.

At 10:10 a.m. Aldo Ruberto, Board Member entered the meeting room.

At 11:00 a.m. Regular Session reconvened with all members of Administration and all Board Members in attendance.

At 11:01 a.m. Brian Hamilton, Board Member left the meeting room.

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2020 Operating and Capital Budgets

William Bradica, CAO, Georgina Daniels, Director – Corporate Services Division and Ken Ranta, Director – Housing Services Division provided a presentation relative to the Proposed 2020 Operating and Capital Budgets, a copy of which was provided on desk.

Report No. 2019-53 (Corporate Services Division) relative to providing the Board with the proposed 2020 Operating and Capital Budget, was also prevented for review and discussion.

William Bradica, CAO provided an overview of the TBDSSAB proposed budget being presented including the effects on staffing, and responded to questions.

At 11:35 a.m. the Board Chair called for a lunch break. The meeting reconvened in Regular Session at 12:00 p.m.

William Bradica, CAO provided an overview of the Board and Chief Administrative Officer sections of the presentation.

At 12:11 a.m. Steven Melnichuk, Manager, Information Services and David Hardick, Supervisor, Purchasing and Inventory Control entered the meeting room.

Georgina Daniels, Director – Corporate Services Division provided an overview of the Corporate Services Division presentation including Finance, Information Services and Purchasing and Inventory Control, and responded to questions

William Bradica, CAO also responded to questions.

At 2:21 p.m. Dave Hardick, Supervisor, Purchasing and Inventory Control and Steven Melnichuk, Manager, Information Systems left the meeting room and Jennifer Libble, Manager, Client Services, Diane Atkinson, Manager, Client Services and Louise Piercy, Manager, Child Care & Early Years Programs entered the meeting room.

William Bradica, Acting Director – Client Services Division provided an overview of the Client Services Division Budget presentation including Integrated Services, Ontario Works, Child Care and Early Years Programs, responded to questions and provided clarification.

Jennifer Lible, Manager, Client Services also responded to questions.

At 12:52 p.m. Jennifer Lible and Diane Atkinson, Managers, Client Services, and Louise Piercy, Manager, Child Care & Early Years, left the meeting room and Aaron Park, Manager, Housing & Homelessness Programs, Barry Caland, Manager, Facilities and Crystal Simeoni, Manager, Property Management entered the meeting room.

Ken Ranta, Director – Housing Services Division provided an overview of the Housing Services Division Budget presentation including Social and Affordable Housing, Direct Owned Housing, Homelessness Prevention and the Capital Budget.

Ken Ranta, Director – Housing Services Division, responded to questions and provided further information.

William Bradica, CAO provided clarification.

At 1:10 p.m. Rebecca Johnson, Board Member left the meeting room.

Aaron Park, Manager, Housing and Homelessness Programs and Barry Caland, Manager, Facilities, responded to questions

At 1:31 p.m. Aaron Park, Manager, Housing & Homelessness Programs, Barry Caland, Manager, Facilities and Crystal Simeoni, Manager, Property Management left the meeting room.

William Bradica, CAO advised the Board that the presentation and Report No. 2019-53 was provided for the Board's review and recommendation and that the final Budget would be brought to the December Board Meeting for approval without change.

CORRESPONDENCE

None.

BY-LAWS

None.

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on, December 12, 2019, in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

ADJOURNMENT

Resolution No. 19/110

Moved by: Elaine Mannisto
Seconded by: Andrew Foulds

THAT Board Meeting No. 22/2019 of The District of Thunder Bay Social Services Administration Board, held on November 21, 2019, be adjourned at 1:38 p.m.

CARRIED



Chair



Chief Administrative Officer



**MINUTES OF BOARD (CLOSED SESSION) MEETING NO. 23/2019
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: November 21, 2019

TIME OF MEETING: 10:09 a.m.

LOCATION OF MEETING: TBDSSAB Headquarters
231 May Street South
3rd Floor Boardroom
Thunder Bay, ON

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Jody Davis
Andrew Foulds
James Foulds
Brian Hamilton
Kevin Holland
Rebecca Johnson
Lucy Kloosterhuis
Ray Lake – Via Teleconference
Elaine Mannisto
Aldo Ruberto
Wendy Wright

OFFICIALS:

William (Bill) Bradica, Chief Administrative Officer
Georgina Daniels, Director – Corporate Services Division
Ken Ranta, Director – Housing Services Division
Keri Greaves, Manager, Finance
Glenda Flank, Recording Secretary
Diana Hennel, Administrative Assistant

GUESTS:

Kristyn Lovato-Day, Acting Supervisor Communications &
Engagement
Shari Mackenzie, Acting Manager, Human Resources

REGRETS:

Shelby Ch'ng

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BOARD MEETING

DISCLOSURES OF INTEREST

None.

NEW BUSINESS

William Bradica, CAO provided a verbal update on the safety and security enhancements that have been developed and implemented by Administration relating to the crime and gang related activity within the City of Thunder Bay. Administration will provide a further report in Closed Session at the December 2019 Board Meeting.

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2020 Operating and Capital Budgets

Memorandum from Georgina Daniels, Director – Corporate Services Division dated October 31, 2019 was presented to the Board to provide the confidential attachments to the above noted Board Report for information only.

Georgina Daniels, Director – Corporate Services Division provided a brief explanation for Attachment 1 being presented in Closed Session.

Ken Ranta, Director – Housing Services Division, William Bradica, CAO and Georgina Daniels, Director – Corporate Services Division responded to questions and provided further information.

ADJOURNMENT

Resolution No. 19/CS10

Moved by: Kevin Holland
Seconded by: James Foulds

THAT the Board (Closed Session) Meeting No. 23/2019 of The District of Thunder Bay Social Services Administration Board, held on November 21, 2019, be adjourned at 11:00 a.m., to reconvene in Open Session to consider the remaining agenda items.

CARRIED


Chair


Chief Administrative Officer



**MINUTES OF BOARD MEETING NO. 24/2019
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: December 12, 2019

TIME OF MEETING: 10:00 a.m.

LOCATION OF MEETING: TBDSSAB Headquarters
231 May Street South
3rd Floor Boardroom
Thunder Bay, ON

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Shelby Ch'ng
Jody Davis
James Foulds
Kevin Holland
Lucy Kloosterhuis
Ray Lake
Aldo Ruberto
Wendy Wright

REGRETS:

Andrew Foulds
Brian Hamilton
Rebecca Johnson
Elaine Mannisto

OFFICIALS:

William (Bill) Bradica, Chief Administrative Officer, Acting
Director – Client Services Division
Georgina Daniels, Director – Corporate Services Division
Ken Ranta, Director – Housing Services Division
Glenda Flank, Recording Secretary
Diana Hennel, Administrative Assistant

GUESTS:

Crystal Simeoni, Manager, Property Management
Barry Caland, Manager, Facilities
Aaron Park, Manager, Housing and Homelessness Programs
Keri Greaves, Manager, Finance
Kristyn Lovato-Day, Acting Supervisor, Communications &
Engagement
Shari Mackenzie, Acting Manager, Human Resources

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BOARD MEETING

DISCLOSURES OF INTEREST

NEW BUSINESS

None.

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 19/111

Moved by: Kim Brown
Seconded by: Jody Davis

THAT with respect to the agendas for the Board Regular and Closed Session meetings of The District of Thunder Bay Social Services Administration Board for December 12, 2019, we approve the agendas as printed;

AND THAT we approve any additional information and new business.

CARRIED

MINUTES OF PREVIOUS MEETINGS

Board Meetings

Minutes of Board Special Meeting No. 21/2019 held on November 20, 2019, Meeting No. 22/2019 and Meeting No. 23/2019 (Regular and Closed Session) of TBDSSAB, held on November 21, 2019 respectively, were presented for confirmation.

Resolution No. 19/112

Moved by: Jody Davis
Seconded by: Kevin Holland

THAT the Minutes of Board Special Meeting No. 21/2019 held on November 20, 2019, Meeting No. 22/2019 and Meeting No. 23/2019 (Regular and Closed Session) of TBDSSAB, held on November 21, 2019 respectively, to be confirmed.

CARRIED

Committee / Advisory Table Meetings

Draft Minutes of the Audit Committee Meeting held on November 13, 2019, were provided for information only.

William Bradica, CAO advised the Board that the date of the Audit Committee Meeting Minutes was noted incorrectly in the Agenda, and that this has been amended.

Draft Minutes of the Community Homelessness Prevention Initiative Advisory Table Meeting held on October 29, 2019, were provided for information only.

Draft Minutes of the Child Care and Early Years Advisory Table Meeting held on October 31, 2019, were provided for information only.

CLOSED SESSION MEETING

The Board adjourned to a closed meeting relative to receipt of information with respect to security of property of the Board regarding the TBDSSAB Strategies to Deter Criminal Activity Report.

Resolution No. 19/113

Moved by: Kevin Holland
Seconded by: James Foulds

THAT the Board adjourns to Closed Session relative to receipt of information with respect to security of property of the Board regarding the TBDSSAB Strategies to Deter Criminal Activity Report.

CARRIED

At 10:07 a.m. the Board Meeting went into Closed Session.

At 10:44 a.m. Regular Session reconvened with all members of Administration and all present Board Members in attendance.

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2020 Operating and Capital Budgets

At the November 21, 2019 Board Meeting, Report No. 2019-53 and a presentation relative to the Proposed 2020 Operating and Capital Budgets were provided to the Board for their review and discussion.

Report No. 2019-61 (Corporate Services Division) was presented to the Board providing the 2020 Operating and Capital Budgets, for consideration.

At 10:45 a.m. Crystal Simeoni, Manager, Property Management and Barry Caland, Manager, Facilities left the meeting.

Resolution No. 19/114

Moved by: Kim Brown
Seconded by: Wendy Wright

THAT with respect to Report No. 2019-53 and Report No. 2019-61 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the proposed 2020 Operating Budget in the amount of \$98,011,700, as presented in Report No. 2019-53 and Report No. 2019-61;

AND THAT we, the Board, approve the proposed 2020 Capital Budget in the amount of \$3,573,000, as presented in Report No. 2019-53, to be financed from the Housing Portfolio Capital Reserve Fund;

AND THAT up to \$50,000 of costs related to the implementation of the Property Portfolio Action Plan, and up to \$250,000 of costs related to new rental housing units through the Ontario Priorities Housing Initiative (OPHI) be financed from the Capital Regeneration Reserve Fund;

AND THAT up to \$10,000 of costs related to End of Social Housing Operating Agreements be financed from the Community Housing Reserve Fund;

AND THAT \$2,652,000 be transferred from Operations to the Housing Portfolio Capital Reserve Fund, and up to \$385,000 of move-out repairs be financed from the Housing Portfolio Capital Reserve Fund;

AND THAT any actual unrestricted interest revenue earned, in excess of \$175,000, be transferred to the Levy Stabilization Reserve Fund;

AND THAT \$191,300 be transferred from Operations to the Office Building Reserve Fund, and up to \$80,000 of the office building capital costs be financed from the Office Building Reserve Fund;

AND THAT the necessary By-law be presented to the Board, for consideration.

CARRIED

Enterprise Risk Management – Risk
Appetite Statements

The Board was provided with Report No. 2019-57 Enterprise Risk Management Framework the Board Special Meeting held November 20, 2019, for consideration.

Report No. 2019-62 (Corporate Services Division) was presented to the Board with the Enterprise Risk Management – Risk Appetite Statements, for consideration.

Georgina Daniels, Director – Corporate Services Division provided an overview of the report.

Resolution No. 19/115

Moved by: Shelby Ch'ng
Seconded by: Kim Brown

THAT with respect to Report No. 2019-62 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board, approve the Risk Appetite Statements as presented.

CARRIED

Transfer of Thunder Bay Deaf Housing

Report No. 2019-63 (Housing Services Division) was presented to the Board to provide information relative to obtaining approval for the transfer of social housing assets owned by Thunder Bay Deaf Housing Inc. to Suomi Koti of Thunder Bay Inc., for consideration.

Ken Ranta, Director – Housing Services Division provided an overview of the legislation governing the transfer of the property and responded to questions.

William Bradica, CAO provided further information and responded to questions.

Georgina Daniels, Director – Corporate Services Division responded to questions.

Ken Ranta, Director – Housing Services Division provided further information and responded to questions.

Resolution No. 19/116

Moved by: Ray Lake
Seconded by: Shelby Ch'ng

THAT with respect to Report No. 2019-63 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board, approve the transfer of Thunder Bay Deaf Housing Inc., social housing assets located at 511 Kingsway Avenue, Thunder Bay, Ontario to Suomi Koti of Thunder Bay Inc.;

AND THAT up to \$100,000 of capital repairs costs and up to \$25,000 of administrative and legal costs associated with the transfer be paid by TBDSSAB and financed from the Community Housing Reserve Fund;

AND THAT the TBDSSAB notify the Ministry of Municipal Affairs and Housing (MMAH) of the approval to transfer the assets and request that they facilitate the transfer of mortgage held by Canada Mortgage and Housing Corporation;

AND THAT we authorize the Chair and the Chief Administrative Officer to execute any required agreements with the housing providers as identified in Report No. 2019-63, and any other documents related thereto;

AND THAT any necessary By-law be presented to the Board, for consideration.

CARRIED

At 11:29 a.m. Aaron Park, Manager, Housing and Homelessness Programs and Shari MacKenzie, Acting Manager, Human Resources left the meeting.

CORRESPONDENCE

2019 Association for Municipalities of Ontario Conference

A letter from The Honourable Ross Romano, Minister of Colleges and Universities, received December 4, 2019 regarding the meeting held with Minister Romano at the above noted conference, was presented to the Board, for information only.

BY-LAWS

First and Final Reading

Resolution No. 19/117

Moved by: Jody Davis
Seconded by: Ray Lake

THAT the following By-law be introduced and now be given First and Final Reading, engrossed, signed by the Chair and Chief Administrative Officer, sealed and numbered:

1. A By-law to adopt The District of Thunder Bay Social Services Administration Board Operating and Capital Budgets for the year 2020.

Explanation: A By-law to adopt The District of Thunder Bay Social Services Administration Board Operating and Capital Budgets for the year 2020.

Authorization: Board Meeting 2019Dec12.

BY-LAW NUMBER 06-2019

CARRIED

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, January 9, 2020 at 10:00 a.m., in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

ADJOURNMENT

Resolution No. 19/118

Moved by: Kevin Holland
Seconded by: James Foulds

THAT Board Meeting No. 24/2019 of The District of Thunder Bay Social Services Administration Board, held on December 12, 2019, be adjourned at 11:31 a.m.

CARRIED



Chair

Chief Administrative Officer



**MINUTES OF BOARD (CLOSED SESSION) MEETING NO. 25/2019
OF
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

DATE OF MEETING: December 12, 2019

TIME OF MEETING: 10:07 a.m.

LOCATION OF MEETING: TBDSSAB Headquarters
231 May Street South
3rd Floor Boardroom
Thunder Bay, ON

CHAIR: Lucy Kloosterhuis

PRESENT:

Albert Aiello
Kim Brown
Shelby Ch'ng
Jody Davis
James Foulds
Kevin Holland
Lucy Kloosterhuis
Ray Lake
Aldo Ruberto
Wendy Wright

REGRETS:

Andrew Foulds
Brian Hamilton
Rebecca Johnson
Elaine Mannisto

OFFICIALS:

William (Bill) Bradica, Chief Administrative Officer
Georgina Daniels, Director – Corporate Services Division
Ken Ranta, Director – Housing Services Division
Glenda Flank, Recording Secretary
Diana Hennel, Administrative Assistant

GUESTS:

Kristyn Lovato-Day, Acting Supervisor Communications & Engagement
Crystal Simeoni, Manager, Property Management
Barry Caland, Manager, Facilities
Aaron Park, Manager, Housing & Homelessness Programs

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BOARD MEETING

DISCLOSURES OF INTEREST

None.

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2020 Operating and Strategies to Deter Criminal Activity

At the November 20, 2019 Board Special Meeting, on consensus, the Board directed Administration to prepare a report relative to the above noted to be presented at the December meeting in Closed Session.

Report No. 2019CS-04 (Housing Services Division) was presented providing the Board with information on Administration's efforts to promote safety and ensure the security of tenants, property and staff.

William Bradica, CAO provided an overview of the report outlining the steps that have been taken by Administration and responded to questions.

Ken Ranta, Director – Housing Services responded to questions and provided further information.

William Bradica, CAO provided clarification.

Crystal Simeoni, Manager, Property Management provided further information.

ADJOURNMENT

Resolution No. 19/CS11

Moved by: Albert Aiello
Seconded by: Wendy Wright

THAT the Board (Closed Session) Meeting No. 25/2019 of The District of Thunder Bay Social Services Administration Board, held on December 12, 2019, be adjourned at 10:44 a.m., to reconvene in Open Session to consider the remaining agenda items.

CARRIED


Chair


Chief Administrative Officer

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Thunder Bay District Health Unit - Board of Health Minutes

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, the following committee minutes were deferred to the July 20, 2020 meeting.

Minutes of Thunder Bay District Health Unit - Board of Health Meetings, held on November 20, 2019, December 18, 2019, January 15, 2020 and February 19, 2020 for information.

ATTACHMENTS

- 1 BOH minutes Nov 20 2019
- 2 BOH minutes Dec 18 2019
- 3 BOH minutes Jan 15 2020 - Annual Meeting
- 4 BOH minutes Jan 15 2020
- 5 BOH minutes Feb 19 2020



BOARD OF HEALTH MEETING

MINUTES OF THE MEETING: November 20, 2019

TIME OF MEETING: 1:00 P.M.

PLACE OF MEETING: BOARDROOM – FIRST FLOOR

CHAIR: MR. JAMES MCPHERSON

BOARD MEMBERS PRESENT: **ADMINISTRATION PRESENT:**

Ms. Alana Bishop
Mr. Norm Gale
Ms. Deborah Harris Shallow
Ms. Maria Harding
Mr. John MacEachern
Mr. James McPherson
Ms. Karen O’Gorman
Mr. Dave Hamilton
Mr. Don Smith
Mr. Greg Vallance
Mr. Jim Vezina
Ms. Michelle Warywoda

Dr. J. DeMille, Medical Officer of Health and Chief
Executive Officer
Ms. L. Roberts, Director of Health Promotion
Mr. L. Dyll, Director of Corporate Services
Ms. T. Rabachuk, Director of Health Protection and Chief
Nursing Officer
Mr. D. Hrychuk, Manager of Finance
Ms. C. Tait, Manager of Oral Health and District Offices
Ms. S. Stevens, Executive Assistant and Secretary to the
Board of Health

REGRETS:
Ms. Kristen Oliver

CALL TO ORDER

The Chair called the meeting to order at 1:00 p.m.

1. ATTENDANCE AND ANNOUNCEMENTS

The Chair presented regrets from Ms. Oliver.

2. DECLARATIONS OF INTEREST

There were no declarations of conflict of interest.

3. AGENDA APPROVAL

Resolution No. 99-2019

MOVED BY: J. Vezina
SECONDED BY: D. Harris Shallow

THAT the Agenda for the Regular Board of Health Meeting to be held on November 20, 2019, be approved.

CARRIED

4. INFORMATION SESSION

There was no information session.

5. MINUTES OF THE PREVIOUS MEETINGS

5.1 Thunder Bay District Board of Health

The Minutes of the Thunder Bay District Board of Health Meeting held on October 16, 2019, to be approved.

Resolution No.: 100-2019

MOVED BY: G. Vallance
SECONDED BY: J. Vezina

THAT the Minutes of the Thunder Bay District Board of Health (Regular and Closed Session) Meeting held on October 16, 2019, be approved.

CARRIED

6. MATTERS ARISING FROM THE MINUTES

There were no matters arising from the previous minutes.

7. BOARD OF HEALTH (CLOSED SESSION) MEETING

Resolution No.: 101a-2019

MOVED BY: D. Harris Shallow
SECONDED BY: D. Hamilton

7. BOARD OF HEALTH (CLOSED SESSION) MEETING (Continued)

THAT the Board of Health move into a closed session to receive information relative to labour relations or employee negotiations and to receive information that is explicitly supplied in confidence by a province or territory or Crown agency of any of them.

CARRIED

At 1:05 p.m., the Board of Health moved into closed session. The following individuals left the meeting room.

Mr. Mr. D. Hrychuk, Manager of Finance
Ms. S. Stevens, Executive Assistant/Secretary to the Board of Health

At 1:10 p.m., the Board of Health moved out of closed session to resume regular business. The following individuals returned to the meeting room:

Mr. Mr. D. Hrychuk, Manager of Finance
Ms. S. Stevens, Executive Assistant/Secretary to the Board of Health

8. DECISIONS OF THE BOARD

8.1 2020 Mandatory Program Budgets

Report No. 59-2019, (Finance) relative to providing the Board of Health with the proposed 2020 Mandatory Program Budgets was presented and discussed.

Resolution No.: 102-2019

MOVED BY: G. Vallance
SECONDED BY: D. Hamilton

THAT with respect to Report No. 59 – 2019 (Finance), we recommend that the:

1. 2020 Mandatory Program budget (Cost-Shared) be approved at \$15,899,243 including 140.40 net full time equivalent (FTE) positions, for submission to the Ministry of Health and Long-Term Care (MOHLTC);
2. Municipal Levy be set at \$3,213,543;
3. 100% Indigenous Communities: Indigenous Partnerships budget be approved at \$99,500, with 1.0 FTE and submitted to the MOHLTC;

8. DECISIONS OF THE BOARD (Continued)

8.1 2020 Mandatory Program Budgets (Continued)

4. 100% Ontario Seniors Dental Care Program budget be approved at \$612,400, with 2.9 FTEs and submitted to the MOHLTC;
5. 100% Northern Fruit and Vegetable Program budget be approved at \$661,600, with 3.5 FTEs and submitted to the MOHLTC;
6. Land Development Program budget be approved at \$190,871 including 2.0 FTE positions;
7. 100% Public Health Inspector Practicum budget be approved at \$10,000, and be submitted to the MOHLTC;
8. Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the respective budget submission processes, as required; and
9. Director of Corporate Services and Manager of Finance be authorized to arrange appropriate financing for the funding of the Health Unit operations, if required.

CARRIED

8.2 Reserve and Reserve Fund Strategy Update

Report No. 56-2019 (Finance) relative to providing the annual review and recommendations regarding the Reserve and Reserve Fund Strategy was presented.

Resolution No.:103-2019

MOVED BY: J. MacEachern
SECONDED BY: J. Vezina

THAT with respect to Report No. 56-2019 (Finance), we recommend that the Reserve Fund strategies and transfers be approved as presented;

AND THAT any year-end municipal surplus at December 31, 2019 be applied to replenish the \$10,000 withdrawal from the Program Contingency Reserve Fund for the contribution to the Thunder Bay Drug Strategy Community Partnership;

AND THAT any further remaining municipal surplus be transferred into the Capital Expenditure Reserve Fund, to a maximum of the principal contribution limit of \$2.0 million to replenish any amounts withdrawn for the Main Reception and

8. DECISIONS OF THE BOARD (Continued)

8.2 Reserve and Reserve Fund Strategy Update (Continued)

Health Protection renovations;

AND THAT any year-end surplus or deficit from the Land Development Program be transferred into or withdrawn from the Land Development Reserve Fund, respectively;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any related administrative requirements for the Reserve & Reserve Fund Strategy.

CARRIED

8.3 Public Health Modernization and First Nations Engagement

Report No. 61-2019 (MOH/CEO) relative to providing the Board of Health with recommendations regarding public health modernization and First Nations engagement was presented and discussed.

Resolution No.: 104-2019

MOVED BY: D. Hamilton
SECONDED BY: K. O’Gorman

THAT with respect to Report No. 61-2019 (MOH/CEO), we recommend that:

WHEREAS the Board of Health is committed to ensuring all people in the Thunder Bay District Health Unit service area, regardless of where they live, have equal opportunities for health;

AND WHEREAS the Ontario Public Health Standards (OPHS 2018), Indigenous Communities Guideline directs local Boards of Health to develop relationships in Indigenous communities in a culturally safe way;

AND WHEREAS the Board of Health has identified Indigenous People as one of four priority areas in the Thunder Bay District Health Unit Strategic Plan 2017-2020;

AND WHEREAS the Board of Health reaffirms its commitment as per Board of Health Resolution 76c-2018 to continue to explore options for formal agreements that support the implementation of culturally appropriate integrated public health service delivery

8. DECISIONS OF THE BOARD (Continued)

**8.3 Public Health Modernization and
First Nations Engagement (Continued)**

with the Sioux Lookout First Nations Health Authority
Approaches to Community Wellbeing;

AND WHEREAS the Ministry of Health has committed to the
NAN Health Transformation process which will ultimately enable
First Nations to exercise self-determination over health and
public health through greater control and governance over health
services;

AND WHEREAS the current legislative structure for public health
in Ontario presents significant barriers to First Nations
communities and organizations, such as SLFNHA, in governing,
managing and delivering public health programs and services;

AND WHEREAS the Minister of Health has expressed a
commitment to improving public health delivery and the public
health system within Ontario in a manner that best meets the
needs and local priorities of communities;

AND WHEREAS local public health investments in health
protection, prevention and promotion are critical to improving
health, reducing health care costs, and the sustainability of the
health care system;

THEREFORE BE IT RESOLVED that as part of the Ontario
Public Health System Modernization process, the Ministry of
Health and Long Term Care commit to a meaningful engagement
and consultation process with Indigenous peoples within the
TBDHU area, including specifically with the Sioux Lookout First
Nations Health Authority;

AND FURTHER that the Ministry of Health and Long Term Care
review the Ontario Health Protection and Promotion Act, and
make revisions so that long-standing legislative barriers that
impede the implementation of a First Nations governed and
controlled public health system for the SLFNHA communities and
for others, be addressed;

AND FURTHER that the importance of public health programs
and service delivery for First Nations is meaningfully and
appropriately reflected within any new regional entity and
structure;

AND FURTHER that correspondence of this resolution be copied
to the Minister of Health and Long-Term Care, Provincial

8. DECISIONS OF THE BOARD (Continued)

**8.3 Public Health Modernization and
First Nations Engagement (Continued)**

Members of Parliament for Thunder Bay, the Chief Medical Officer of Health, the Sioux Lookout First Nations Health Authority and the Nishnawbe Aski Nation.

CARRIED

8.4 Annual Board of Health Dinner

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated November 20, 2019, and containing a resolution relative to the above noted was presented and discussed.

Resolution No.: 105-2019

MOVED BY: D. Smith
SECONDED BY: D. Harris Shallow

THAT we approve the payment of the invoice for the Annual Board of Health Dinner to held on Wednesday, December 18, 2019 at 5:00 p.m. at the Valhalla Inn.

CARRIED

8.5 CUPE Agreement Ratification

At the Board of Health (Closed Session) held earlier in the day, Report No. 58-2019 (Human Resources) containing recommendations relative to the above noted was presented.

At that time the Board of Health was advised that the resolution as contained in the report would be presented in open session for consideration.

Resolution No.: 101c-2019

MOVED BY: J. Vezina
SECONDED BY: J. MacEachern

THAT the Board of Health ratifies the changes to the Canadian Union of Public Employees Local 1759 collective agreement for the period of January 1, 2019 to December 31, 2020, as tentatively agreed to by both parties on October 28, 2019.

CARRIED

9. COMMUNICATIONS FOR INFORMATION

9.1 Third Quarter Interim Financial Statements

Report No. 57-2019 (Finance) relative to providing the Board of Health with the interim financial report for the quarter ended September 30, 2019, was presented for information.

9.2 Ontario Senior Dental Program Update

Report No. 60-2019 (Oral Health) relative to providing the Board of Health with an update on the implementation of the Ontario Seniors Dental Program, was presented for information.

9.3 alPHa Fall Conference Report

The Board of Health received a report of the Association of Local Public Health Agencies Fall Symposium, held in Toronto on November 6 -7, 2019, by the members that attended, for information.

9.4 Public Health Modernization Update

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, provided an update on the public health modernization process and upcoming in-person consultations.

Resolution No.: 106a-2019

MOVED BY: K. O’Gorman
SECONDED BY: J. MacEachern

THAT the Regular Board of Health meeting hold a Special Meeting on November 27, 2019, at 1:00 p.m. regarding Public Health Modernization consultation.

CARRIED

10. NEXT MEETING

The next regularly scheduled Board of Health meeting will be held on Wednesday, December 18, 2019, at 1:00 p.m.

11. ADJOURNMENT

Resolution No.: 106b-2019

MOVED BY: D. Harris Shallow
SECONDED BY: K. O’Gorman

THAT the Regular Board of Health meeting held on November 20, 2019, be adjourned at 2:32 p.m.

CARRIED

Chair, Board of Health

Medical Officer of Health/Chief
Executive Officer

Recording Secretary



BOARD OF HEALTH MEETING

MINUTES OF THE MEETING: December 18, 2019

TIME OF MEETING: 1:00 P.M.

PLACE OF MEETING: BOARDROOM – FIRST FLOOR

CHAIR: MR. JAMES MCPHERSON

BOARD MEMBERS PRESENT: **ADMINISTRATION PRESENT:**

Ms. Alana Bishop
Ms. Deborah Harris Shallow
Ms. Maria Harding
Mr. John MacEachern
Mr. James McPherson
Ms. Karen O’Gorman
Ms. Kristen Oliver
Mr. Dave Hamilton
Mr. Don Smith
Ms. Michelle Warywoda

Dr. J. DeMille, Medical Officer of Health and Chief
Executive Officer
Ms. L. Roberts, Director of Health Promotion
Mr. L. Dyll, Director of Corporate Services
Ms. T. Rabachuk, Director of Health Protection and Chief
Nursing Officer
Ms. S. Stevens, Executive Assistant and Secretary to the
Board of Health

REGRETS:

Mr. Norm Gale
Mr. Greg Vallance
Mr. Jim Vezina

CALL TO ORDER

The Chair called the meeting to order at 1:00 p.m.

1. ATTENDANCE AND ANNOUNCEMENTS

The Chair presented regrets from Mr. Gale, Mr. Vallance and Mr. Vezina.

2. DECLARATIONS OF INTEREST

There were no declarations of conflict of interest.

3. AGENDA APPROVAL

Resolution No. 109-2019

MOVED BY: D. Hamilton
SECONDED BY: J. MacEachern

THAT the Agenda for the Regular Board of Health Meeting to be held on December 18, 2019, be approved with the addition of:

- 8.2 Federal Funding – First Nations Public Health Programming

CARRIED

4. INFORMATION SESSION

4.1 Youth Violence Prevention Project

Ms. Marianne Stewart, Healthy Relationships Coordinator, provided a presentation on the Youth Violence Prevention Project, funded by the Public Health Agency of Canada, to the Board of Health and responded to questions.

5. MINUTES OF THE PREVIOUS MEETINGS

5.1 Thunder Bay District Board of Health

The Minutes of the Thunder Bay District Board of Health Meeting held on November 20, 2019, to be approved.

Resolution No.: 110-2019

MOVED BY: J. MacEachern
SECONDED BY: M. Harding

THAT the Minutes of the Thunder Bay District Board of Health (Regular and Closed Session) Meeting held on November 20, 2019, be approved.

CARRIED

5.2 Thunder Bay District Board of Health

The Minutes of the Thunder Bay District Board of Health Special Meeting held on November 27, 2019, to be approved.

Resolution No.: 111-2019

5. MINUTES OF THE PREVIOUS MEETINGS (Continued)

5.2 Thunder Bay District Board of Health (Continued)

MOVED BY: M. Harding
SECONDED BY: D. Hamilton

THAT the Minutes of the Thunder Bay District Board of Health Special Meeting held on November 27, 2019, be approved.

CARRIED

6. MATTERS ARISING FROM THE MINUTES

There were no matters arising from the previous minutes.

7. BOARD OF HEALTH (CLOSED SESSION) MEETING

Resolution No.: 112a-2019

MOVED BY: M. Harding
SECONDED BY: A. Bishop

THAT the Board of Health move into a closed session to receive information relative to the security of the property of the Board and information relative to labour relations or employee negotiations.

CARRIED

At 1:25 p.m., the Board of Health moved into closed session. The following individuals left the meeting room.

Ms. L. Roberts, Director of Health Promotion
Ms. T. Rabachuk, Director of Health Protection
Ms. S. Stevens, Executive Assistant/Secretary to the Board of Health

At 1:30 p.m., the following individual also left the meeting room:

Mr. L. Dyll, Director of Corporate Services

At 1:35 p.m., the Board of Health moved out of closed session to resume regular business. The following individuals returned to the meeting room:

Ms. L. Roberts, Director of Health Promotion
Ms. T. Rabachuk, Director of Health Protection

7. BOARD OF HEALTH (CLOSED SESSION) MEETING (Continued)

Mr. L. Dyll, Director of Corporate Services
Ms. S. Stevens, Executive Assistant/Secretary to the Board of Health

8. DECISIONS OF THE BOARD

8.1 Annual Meeting Date

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, relative to establishing the date for the 2020 Annual General Meeting was presented.

Resolution No.: 113-2019

MOVED BY: D. Harris Shallow
SECONDED BY: A. Bishop

THAT we recommend that the 2020 Annual Meeting of the Board of Health be held on Wednesday, January 15, 2020 at 1:00 p.m.;

AND THAT the 2020 Board of Health Meeting Schedule be presented at the Annual Meeting for approval.

CARRIED

8.2 Federal Funding – First Nations Public Health Programming

A memorandum from Mr. L. Dyll, Director of Corporate Services, relative to approval of funding from First Nations and Inuit Health Branch to support the First Nations Public Health Programming was presented.

Resolution No.:114-2019

MOVED BY: D. Harris Shallow
SECONDED BY: A. Bishop

THAT we recommend the First Nation and Inuit Health Branch contribution in the amount of \$140,100 to support the Federal portion of the AMOH position for the year April 1, 2019 to March 31, 2020, be approved.

CARRIED

8. DECISIONS OF THE BOARD

8.3 Marathon Branch Office Relocation

At the Board of Health (Closed Session) held earlier in the day, Report No. 63-2019 (Information Systems and Property) containing recommendations relative to the above noted was presented.

At that time the Board of Health was advised that the resolution as contained in the report would be presented in open session for consideration.

Resolution No.: 112c-2019

MOVED BY: D. Hamilton
SECONDED BY: M. Harding

THAT with respect to Report No. 63 – 2019 (Information Systems and Property), we recommend that the Thunder Bay District Health Unit Health Marathon Branch office relocation be endorsed by the Board of Health;

AND THAT Administration be directed to proceed with the procurement process to determine final cost;

AND THAT we recommend approval for the completion of the office relocation and renovation up to a maximum total cost of \$100,000 (taxes extra);

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the Health Protection renovations process as required.

CARRIED

8.4 Compensation Review – Non-Union and Management Staff

At the Board of Health (Closed Session) held earlier in the day, Report No. 62-2019 (Human Resources) containing recommendations relative to the above noted was presented.

At that time the Board of Health was advised that the resolution as contained in the report would be presented in open session for consideration.

Resolution No.: 112d-2019

MOVED BY: M. Harding
SECONDED BY: A. Bishop

8. DECISIONS OF THE BOARD (Continued)

8.4 Compensation Review (Continued)

THAT with respect to Report Number 62-2019 (Human Resources) we recommend that compliant with the Board's Compensation Philosophy Policy, the Board of Health approve the competitive market adjustment to base salary as recommended by Korn Ferry for non-union and management staff effective January 1, 2020.

CARRIED

9. COMMUNICATIONS FOR INFORMATION

9.1 Public Health Modernization Update

Dr. J. DeMille, MOH/CEO provided an update to the Board of Health with respect to the in-person consultations that were held on the Ministry of Health and Long-Term Care Discussion Paper on Public Health Modernization on November 28, 2019, in Thunder Bay.

The Board of Health and Administration highlighted six key areas of focus to the panel on public health modernization. These key areas are:

1. Funding
2. Capacity
3. Indigenous Engagement/Inclusion
4. Governance
5. Leadership Structure
6. Connectivity with health care system

The Board of Health will also provide a written submission with details and examples of these key areas.

Staff input on the Discussion Paper will also be gathered through town hall meetings and a SharePoint collaboration site and collated for submission.

9.2 Board Governance Practices

Mr. McPherson presented information on Board evaluation from the Ontario Hospital Association Guide to Good Governance and suggested implementing further evaluation tools at the board level.

The Board of Health discussed the information and the consensus of the Board was to pursue options for obtaining governance training in the new year.

10. NEXT MEETING

The next Board of Health meeting will be held on Wednesday, January 15, 2020, at 1:00 p.m.

11. ADJOURNMENT

Resolution No.: 115-2019

MOVED BY: D. Harris Shallow
SECONDED BY: K. O’Gorman

THAT the Regular Board of Health meeting held on December 18, 2019, be adjourned at 2:06 p.m.

CARRIED

Chair, Board of Health

Medical Officer of Health/Chief
Executive Officer

Recording Secretary

THUNDER BAY DISTRICT HEALTH UNIT

MINUTES OF MEETING: BOARD OF HEALTH (ANNUAL MEETING)

DATE: JANUARY 15, 2020

TIME: 1:00 P.M.

PLACE: BOARD ROOM – FIRST FLOOR

CHAIR: DR. JANET DEMILLE

BOARD MEMBERS PRESENT:

Ms. Alana Bishop
Mr. Norm Gale
Mr. Dave Hamilton
Ms. Deborah Harris Shallow
Ms. Maria Harding
Mr. John MacEachern
Mr. James McPherson
Ms. Karen O’Gorman
Mr. Don Smith
Mr. Greg Vallance
Ms. Michelle Warywoda

ADMINISTRATION PRESENT:

Dr. J. DeMille, Medical Officer of Health & Chief
Executive Officer
Mr. L. Dyll, Director – Corporate Services
Ms. Tanelle Rabachuk, Director – Health Protection
Ms. L. Roberts, Director – Health Promotion
Ms. S. Stevens, Executive Assistant and Secretary
to the Board of Health

REGRETS:

Ms. Kristen Oliver
Mr. Jim Vezina

CALL TO ORDER

The Chair called the meeting to order at 1:00 p.m.

1. DECLARATIONS OF INTEREST

There were no declarations of conflict of interest.

2. AGENDA APPROVAL

Resolution No.: 01-2020

MOVED BY: G. Vallance
SECONDED BY: D. Harris Shallow

THAT the Agenda for the Board of Health Annual Meeting to
be held on January 15, 2020, be approved.

CARRIED

3. ELECTION OF CHAIR

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, called for nominations from the Members for the appointment of Chair.

Mr. J. McPherson was nominated and the nomination was accepted.

There were no further nominations.

Mr. J. McPherson was acclaimed as Chair of the Board of Health.

Mr. J. McPherson assumed the Chair for the remainder of the meeting.

4. ELECTION OF VICE-CHAIR

Mr. J. McPherson, Chair, called for nominations from the Members for the appointment of Vice Chair.

Mr. D. Smith was nominated and the nomination was accepted.

There were no further nominations.

Mr. D. Smith was acclaimed as Vice Chair.

5. ELECTION OF EXECUTIVE COMMITTEE MEMBERS-AT-LARGE

Mr. J. McPherson, Chair, called for nominations for Members-at-Large to sit on the Executive Committee.

The following Members of the Board were nominated to sit as Members-At-Large on the Executive Committee:

| | |
|-------------------|----------|
| Ms. M. Harding | Accepted |
| Mr. J. MacEachern | Accepted |
| Mr. D. Hamilton | Accepted |

There were no further nominations.

Ms. Harding, Mr. MacEachern and Mr. Hamilton were acclaimed as Members-At-Large on the Executive Committee.

**5. ELECTION OF EXECUTIVE COMMITTEE
MEMBERS-AT-LARGE (Continued)**

The Executive Committee for 2020 will consist of the following members of the Board of Health:

- Mr. J. McPherson, Chair
- Mr. D. Smith, Vice Chair
- Ms. M. Harding
- Mr. J. MacEachern
- Mr. D. Hamilton

**6. APPOINTMENT OF DESIGNATED BOARD
MEMBER FOR SIGNING AUTHORITY**

Report No. 01-2020 (Medical Officer of Health and Chief Executive Officer) relative to recommending the appointment of a designated Board Member for signing authority for the Thunder Bay District Health Unit for 2020 was presented.

Resolution No.: 02-2020

MOVED BY: M. Harding
SECONDED BY: A. Bishop

THAT with respect to Report No. 01-2019 (Medical Officer of Health and Chief Executive Officer) we recommend that the following Board member be granted signing authority for the Thunder Bay District Health Unit for a period of one year commencing January 15, 2020, until the Board of Health's next Annual Meeting in 2021:

1. Ms. M. Warywoda

CARRIED

7. 2020 MEETING SCHEDULE

Report No. 02-2020 (Medical Officer of Health and Chief Executive Officer) relative to establishing the regular Board of Health meeting schedule for 2020, was presented and discussed.

Resolution No.: 03-2020

MOVED BY: D. Harris Shallow
SECONDED BY: G. Vallance

7. 2020 MEETING SCHEDULE (Continued)

THAT with respect to Report No. 02 – 2020 (Medical Officer of Health and Chief Executive Officer), we recommend that the following schedule for regular Board of Health meetings for 2020 be approved:

| | |
|------------------------|-------------------------|
| Wednesday, February 19 | Wednesday, March 18 |
| Wednesday, April 15 | Wednesday, May 20 |
| Wednesday, June 17 | Wednesday, September 16 |
| Wednesday, October 21 | Wednesday, November 18 |
| Wednesday, December 16 | |

AND THAT the meetings commence at 1:00 p.m.

CARRIED

7. OTHER BUSINESS

No other business was conducted.

8. ADJOURNMENT

Resolution No.: 04-2020

| | |
|--------------|-------------|
| MOVED BY: | M. Harding |
| SECONDED BY: | G. Vallance |

THAT the Board of Health Annual Meeting held on January 15, 2020, be adjourned at 1:10 p.m.

CARRIED

Chair, Board of Health

Medical Officer of Health/Chief
Executive Officer

Recording Secretary



BOARD OF HEALTH MEETING

MINUTES OF THE MEETING: JANUARY 15, 2020

TIME OF MEETING: IMMEDIATELY FOLLOWING ANNUAL MEETING

PLACE OF MEETING: BOARDROOM – FIRST FLOOR

CHAIR: MR. JAMES MCPHERSON

BOARD MEMBERS PRESENT:

Ms. Alana Bishop
Ms. Deborah Harris Shallow
Ms. Maria Harding
Mr. John MacEachern
Mr. James McPherson
Ms. Karen O’Gorman
Mr. Don Smith
Mr. Greg Vallance
Ms. Michelle Warywoda

ADMINISTRATION PRESENT:

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer
Mr. L. Dyll, Director – Corporate Services
Ms. Tanelle Rabachuk, Director – Health Protection
Ms. L. Roberts, Director – Health Promotion
Ms. Sarah Stevens, Executive Assistant and Secretary to the Board of Health

REGRETS:

Mr. Norm Gale
Mr. Dave Hamilton
Ms. Kristen Oliver
Mr. Jim Vezina

CALL TO ORDER

The Chair called the meeting to order at 1:10 p.m.

1. ATTENDANCE AND ANNOUNCEMENTS

The Chair presented regrets from the above noted.

2. DECLARATIONS OF INTEREST

There were no declarations of conflict of interest.

3. AGENDA APPROVAL

Resolution No. 05-2020

MOVED BY: A. Bishop
SECONDED BY: G. Vallance

THAT the Agenda for the Regular Board of Health Meeting to be held on January 15, 2020, be approved, as amended.

CARRIED

4. INFORMATION SESSION

Ms. Sophie Wenzel, Health Promotion Planner in the Family and School Health program provided a presentation on the Children Count Locally Driven Collaborative Project to the Board of Health and responded to questions.

5. MINUTES OF THE PREVIOUS MEETINGS

5.1 Thunder Bay District Board of Health

The Minutes of the Thunder Bay District Board of Health Meeting held on December 18, 2019, to be approved.

Resolution No.: 06-2020

MOVED BY: D. Harris Shallow
SECONDED BY: A. Bishop

THAT the Minutes of the Thunder Bay District Board of Health (Regular and Closed Session) Meeting held on December 18, 2019, be approved as presented.

CARRIED

6. MATTERS ARISING FROM THE MINUTES

There were no matters arising from the previous minutes.

7. BOARD OF HEALTH (CLOSED SESSION) MEETING

There was no closed session meeting.

8. DECISIONS OF THE BOARD

8.1 One-Time Funding – Public Health Agency of Canada: Youth Violence Prevention Project

A memorandum from Ms. L. Roberts, Director of Health Promotion, dated January 15, 2020, containing a resolution relative to approval of the above noted was presented.

Resolution No.: 07-2019

MOVED BY: D. Harris Shallow
SECONDED BY: A. Bishop

THAT we recommend the Youth Violence Prevention Project additional one-time funding be approved accepting \$5,140 in additional funding for 2019-2020.

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the budget submission process as required.

CARRIED

8.2 2020 alPHa Winter Meeting

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated January 15, 2020, containing a resolution relative to the above noted was presented.

Resolution No.: 08-2020

MOVED BY: A. Bishop
SECONDED BY: M. Harding

THAT the following members of the Board be authorized to attend the 2020 alPHa Winter Meeting to be held in Toronto, Ontario, on February 20-21, 2020.

1. Michelle Warywoda
2. Maria Harding
3. John MacEachern
4. James McPherson

AND THAT all expenses be paid in accordance to Policy No. BH-02-04 – Board Members' Reimbursement.

CARRIED

9. COMMUNICATIONS FOR INFORMATION

9.1 Public Health Modernization Update

An update on the public health modernization consultation process and details of the Board of Health written response to the Ministry of Health and Long-term Care Discussion Paper on Public Health Modernization was provided by Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, for information.

9.2 Orientation Requirements

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated January 15, 2020, relative to requesting input from the Board of Health with respect to the above noted, was presented for information. The Board of Health was also requested to consider options for governance training. A survey will be sent out to the Board with respect to obtaining input on both orientation requirements and on governance training.

9.3 CRA Mileage Rate

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated January 15, 2020, relative to providing the 2020 tax-exempt rate for automobiles set by the Canada Revenue Agency, was presented for information.

10. NEXT MEETING

The next regularly scheduled Board of Health meeting will be held on Wednesday, February 19, 2020, at 1:00 p.m.

11. ADJOURNMENT

Resolution No. 09-2020

MOVED BY: A. Bishop
SECONDED BY: G. Vallance

THAT the Regular Board of Health meeting held on January 15, 2020, be adjourned at 2:00 p.m.

CARRIED

Chair, Board of Health

Medical Officer of Health/Chief
Executive Officer

Recording Secretary



BOARD OF HEALTH MEETING

MINUTES OF THE MEETING: FEBRUARY 19, 2020

TIME OF MEETING: 1:00 P.M.

PLACE OF MEETING: BOARDROOM – FIRST FLOOR

CHAIR: MR. JAMES MCPHERSON

BOARD MEMBERS PRESENT:

Ms. Alana Bishop
Mr. Norm Gale
Ms. Deborah Harris Shallow
Mr. Dave Hamilton
Ms. Maria Harding
Mr. John MacEachern
Mr. James McPherson
Ms. Kristen Oliver
Mr. Don Smith
Mr. Greg Vallance
Mr. Jim Vezina
Ms. Michelle Warywoda

ADMINISTRATION PRESENT:

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer
Mr. L. Dyll, Director – Corporate Services
Ms. L. Roberts, Director – Health Promotion
Ms. Sarah Stevens, Executive Assistant and Secretary to the Board of Health

REGRETS:

Ms. Karen O’Gorman

CALL TO ORDER

The Chair called the meeting to order at 1:00 p.m.

1. ATTENDANCE AND ANNOUNCEMENTS

There were no announcements.

2. DECLARATIONS OF INTEREST

There were no declarations of conflict of interest.

3. AGENDA APPROVAL

Resolution No. 12-2020

MOVED BY: G. Vallance
SECONDED BY: D. Harris Shallow

THAT the Agenda for the Regular Board of Health Meeting to be held on February 19, 2020, be approved, as amended.

CARRIED

4. INFORMATION SESSION

Ms. Jocelyn Pearson, Public Health Inspector with the Environmental Health Program, provided a presentation on the BodyWise Inspection Disclosure System to the Board of Health and responded to questions.

5. MINUTES OF THE PREVIOUS MEETINGS

5.1 Thunder Bay District Board of Health

The Minutes of the Thunder Bay District Board of Health Annual and Regular Session Meeting held on January 15, 2020, to be approved.

Resolution No.: 13-2020

MOVED BY: D. Hamilton
SECONDED BY: J. MacEachern

THAT the Minutes of the Thunder Bay District Board of Health (Annual and Regular Session) Meeting held on January 15, 2020, be approved as presented.

CARRIED

6. MATTERS ARISING FROM THE MINUTES

There were no matters arising from the previous minutes.

7. BOARD OF HEALTH (CLOSED SESSION) MEETING

There was no closed session meeting.

8. DECISIONS OF THE BOARD

8.1 HIV Anonymous Testing Program Budget

Report No. 06 – 2020 (Sexual Health Program) relative to providing the Board of Health with the proposed HIV Anonymous Testing Program Budget from the AIDS Bureau of the Ministry of Health and Long-Term Care was presented.

Resolution No.: 14-2019

MOVED BY: J. MacEachern
SECONDED BY: D. Harris Shallow

THAT with respect to Report No 06-2020 (Sexual Health Program), we recommend that the application of HIV Anonymous Testing Program Budget (100%) of \$60,271 be approved for submission to the Ministry of Health;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the budget submission process as required.

CARRIED

8.2 One-Time Funding Request – PHI Student Practicum

Report No. 05-2020 (Environmental Health) relative to the application of a one-time funding request to provide an opportunity for a student Public Health Inspector (PHI) to complete their mandatory practicum was presented.

Resolution No.: 15-2020

MOVED BY: M. Harding
SECONDED BY: G. Vallance

THAT with respect to Report No. 05 – 2020 (Environmental Health), we recommend that the application of a one-time 100% request of \$10,000 for Public Health Inspector Student funding be approved for submission to the Ministry of Health (the Ministry) through the Annual Service Plan and Budget Submission process

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the budget submission process as required.

CARRIED

8. DECISIONS OF THE BOARD (Continued)

8.3 One-Time Funding Request – Street Outreach Mobile Unit

Report No. 07-2020 (Street Outreach Program) relative to the application of a one-time funding request for a Street Outreach Mobile Unit was presented.

Resolution No.: 16-2020

MOVED BY: M. Harding
SECONDED BY: D. Harris Shallow

THAT with respect to Report No. 07-2020 (Street Outreach Program), we recommend that the application for the one-time 100% funding totaling \$150,000 for the Street Nursing Mobile Unit be approved for submission to the Ministry of Health and Long-Term Care through the Annual Service Plan and Budget Submission process;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administration requirements of the budget submission process required.

CARRIED

8.4 One-Time Funding Request – Air Handling Unit and Boiler Replacement

Report No. 08-2020 (Physical Facilities) relative to the application of a one-time funding request to replace and upgrade existing Air Handling Units and Boilers for the Thunder Bay District Health Unit was presented.

Resolution No.: 17-2020

MOVED BY: G. Vallance
SECONDED BY: D. Hamilton

THAT with respect to Report No. 08 – 2020 (Physical Facilities), we recommend that the application for one-time 100% funding of \$833,750.00 for the Air Handling Units and Boiler replacement for the main office building be approved for submission to the Ministry of Health through the Annual Service Plan and Budget Submission process;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the submission as required.

CARRIED

8. DECISIONS OF THE BOARD (Continued)

8.5 One-Time Funding Request – New Purpose-Built Vaccine Refrigerators

Report No.09-2020 relative to the application of a one-time funding request for the purchase and installation of purpose-built vaccine refrigerators for three District offices was presented.

Resolution No.: 18-2020

MOVED BY: D. Hamilton
SECONDED BY: J. MacEachern

THAT with respect to Report No. 09-2020 (Vaccine Preventable Disease), we recommend that the application for the one-time 100% funding totaling \$35,000 for the New Purpose-Built Vaccine Refrigerators be approved for submission to the Ministry of Health through the Annual Service Plan and Budget Submission process; and

THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administration requirements of the budget submission process required.

CARRIED

8.6 One-time Funding Request – Outreach Program PHN

Report No. 10-2020 (Street Outreach Program) relative to the application of a one-time funding request for a public health nurse and related expenses in the Street Outreach Program was presented.

Resolution No.: 19-2020

MOVED BY: M. Harding
SECONDED BY: D. Smith

THAT with respect to Report No. 10 - 2020 (Street Outreach), we recommend that the application for one-time 100% funding totaling \$110,000 dedicated to the Public Health Nurse and related expenses in the Street Outreach Program be approved for submission to the Ministry of Health through the Annual Service Plan and Budget Submission process; and

THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administration requirements of the budget submission process required.

CARRIED

8. DECISIONS OF THE BOARD (Continued)

**8.7 Youth Mental Health and Addiction
Champion Project Funding**

Report number 11-2020 (School Health) relative to approval of one-time funding from the Registered Nurses' Association of Ontario for the Youth Mental Health and Addiction Champion Project was presented.

Resolution No.: 20-2020

MOVED BY: D. Smith
SECONDED BY: M. Harding

THAT with respect to Report No. 11 – 2020 (School Health), we recommend the acceptance of one-time funding from Registered Nurses' Association of Ontario (RNAO) for the Youth Mental Health & Addiction Champion Project totaling \$5,600;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the budget submission process, as required.

CARRIED

8.8 MOH Coverage

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated February 19, 2020, and containing a resolution relative to the above noted was presented.

Resolution No.: 21-2020

MOVED BY: D. Smith
SECONDED BY: G. Vallance

THAT we approve the appointment of Dr. Ian Gemmill, Acting Medical Officer of Health for Northwestern Health Unit to provide Medical Officer of Health on-call/coverage for Dr. Janet DeMille on an as-needed basis until the Medical Officer of Health for Northwestern Health Unit returns from leave.

CARRIED

8. DECISIONS OF THE BOARD (Continued)

8.9 AMOH Recruitment

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated February 19, 2020, and containing a resolution relative to the above noted.

Resolution No.: 22-2020

MOVED BY: D. Harris Shallow
SECONDED BY: M. Harding

THAT the Board of Health directs the Medical Officer of Health to proceed with recruitment of an Associate Medical Officer of Health in collaboration with the Sioux Lookout First Nations Health Authority to support the ongoing delivery of public health programs and services to the First Nations communities in the Sioux Lookout First Nations Health Authority catchment area.

CARRIED

9. COMMUNICATIONS FOR INFORMATION

9.1 COVID-19 (Coronavirus) Update

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer provided a verbal update to the Board of Health on novel coronavirus, for information.

9.2 Enterprise Risk Management Update

Report Number 12-2020 (Corporate Services) relative to providing the Board of Health with an update on enterprise risk management, was presented for information.

9.3 Public Health Modernization Update

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer provided a verbal update on the Public Health Modernization Consultation Process and on the Board of Health and Thunder Bay District Health Unit written responses to public health modernization.

9. COMMUNICATIONS FOR INFORMATION (Continued)

9.4 Pre-Budget Consultations Update

Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer and Mr. J. Vezina, Board of Health Member, provided an update on the presentation made to the Standing Committee on Finance and Economic Affairs, as part of the Ontario 2020 pre-budget consultations, on January 21, 2020.

10. NEXT MEETING

The next regularly scheduled Board of Health meeting will be held on Wednesday, March 18, 2020, at 1:00 p.m.

11. ADJOURNMENT

Resolution No. 23-2020

MOVED BY: G. Vallance
SECONDED BY: D. Harris Shallow

THAT the Regular Board of Health meeting held on February 19, 2020, be adjourned at 2:12 p.m.

CARRIED

Chair, Board of Health

Medical Officer of Health/Chief
Executive Officer

Recording Secretary

Corporate Report

| | | | |
|---------------------------------|---------------------------------------------------------------|-------------------|-----------|
| DEPARTMENT/ DIVISION | Community Services - Asset Management | REPORT NO. | R 77/2020 |
| DATE PREPARED | 06/15/2020 | FILE NO. | |
| MEETING DATE | 07/20/2020 (mm/dd/yyyy) | | |
| SUBJECT | Metrolinx Multi-Year Agreement for Joint Transit Procurements | | |

RECOMMENDATION

With respect to Report No. R 77/2020 (Community Services - Asset Management), we recommend the City of Thunder Bay continue as a member of, and participant in the Metrolinx Multi-Year Agreement for the Joint Transit Procurements Initiative ending March 31, 2024;

AND THAT the Manager Fleet Services be designated as Thunder Bay's representative and signatory for business relating to the Metrolinx Transit Joint Procurements Initiative Steering Committee along with the Manager, Supply Management (or designate) being designated as the Alternate Member;

AND THAT the Mayor and City Clerk be authorized to sign any necessary agreements related to any contract;

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

EXECUTIVE SUMMARY

This report is recommending that the City of Thunder Bay continue as a member of the Metrolinx Joint Transit Procurement Initiative and enter into a new governance agreement with Metrolinx.

The governance agreement will remain in place till March 2024 and includes multi-year options that allow municipal members to bulk purchase conventional and specialized transit buses through the agreement. Benefits to being a member of the Metrolinx program include the financial benefits achieved through bulk procurement, as well as, reduced procurement related costs, improved production and delivery schedules, vehicle inspection services and warranty claim representation.

The City of Thunder bay has been a member of the 'Metrolinx' Joint Transit Procurement Initiative since 2015. The agreement has the flexibility to allow any member to opt out of one or more purchase initiatives in any given year while remaining a member of the program.

DISCUSSION

In 2015, the City of Thunder Bay signed a governance agreement with Metrolinx and became a member of the Metrolinx Joint Transit Procurement Initiative. Since then, the City has replaced a combination of forty conventional and specialized transit buses. The existing governance agreement between Metrolinx and its' members expired at the end of March 2019 in conjunction with the competitive bid agreements between Metrolinx and its' vendors.

In order to continue as a member of Metrolinx and continue to take advantage of the benefits of the Metrolinx Joint Procurement Initiative for conventional and specialized transit buses, it is recommended that the City of Thunder Bay enter into a new governance agreement with Metrolinx.

Through this agreement, Metrolinx will facilitate a competitive bid and evaluation processes for its members. Other benefits of being a member of the Metrolinx Joint Procurement Initiative include reduced procurement related costs, improved production and delivery schedules, vehicle inspection services, and warranty claim representation.

The Governance Agreement will be for a five-year period that will coincide with the length of competitive pricing contracts Metrolinx will be seeking to secure. The Metrolinx bid will include a base bid amount that will be inclusive of the 2020 currency exchange adjustment along with a number of options available for properties to add or delete to the base bid amount to meet their respective fleet needs.

The risks of entering into this governance agreement with Metrolinx are extremely low as the Metrolinx Joint Transit Procurement Initiative does not require minimum purchase guarantees, but does allow any member to opt out of one or more purchase initiatives while remaining a member of the program.

FINANCIAL IMPLICATION

Participation fees are based on a percentage of the purchase price and the number of units purchased. Fees charged only at the time of purchase. All purchases of new conventional or specialized Transit buses through the Metrolinx Joint Transit Procurement Initiative are conditional upon budget availability and are at the sole discretion of the member therefore, there are no financial implications to becoming a member.

CONCLUSION

It is concluded that the City of Thunder Bay continue as a member of, and participant in the Metrolinx Multi-Year Agreement for the Joint Transit Procurements Initiative ending March 31, 2024.

BACKGROUND

None

REFERENCE MATERIAL ATTACHED:

Attachment 'A' - Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, 2019-2024

PREPARED BY: DOUG GLENA – MANAGER, FLEET SERVICES

| | |
|------------------------------------------------------------------|--------------|
| THIS REPORT SIGNED AND VERIFIED BY: (NAME OF GENERAL MANAGER) | DATE: |
| Kelly Robertson, General Manager, Community Services | July 6, 2020 |

MULTI-YEAR GOVERNANCE AGREEMENT

FOR JOINT TRANSIT PROCUREMENTS FACILITATED BY METROLINX, 2019-2024

April 1, 2019

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**MULTI-YEAR GOVERNANCE AGREEMENT FOR JOINT TRANSIT
PROCUREMENTS FACILITATED BY METROLINX**

THIS AGREEMENT is made as of April 1, 2019 (the “**Effective Date**”),

BETWEEN: **METROLINX**;

AND: such **PURCHASERS** as may be added from time to time in accordance with the Agreement.

WHEREAS Metrolinx has a mandate to act as the central procurement agency for local transit systems across Ontario;

AND WHEREAS Metrolinx has worked with the transit service providers of various Ontario municipalities to facilitate joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services;

AND WHEREAS Metrolinx and the parties that are added to this Agreement from time to time (each, a “**Party**” and collectively, the “**Parties**”) recognize the value of the joint procurement process in consolidating transit needs to achieve economies of scale, collaboration, and reducing time and costs associated with the public procurement process by standardizing the Procurement Documents, thereby allowing transit systems to focus on core competencies; making it more convenient for Ontarians to access transit services in their communities, connect with other transit systems, and travel across the province of Ontario;

AND WHEREAS the previous multi-year governance agreement governing the joint procurement process expired on December 1, 2018 (the “**Former Governance Agreement**”);

AND WHEREAS the Parties now wish to enter into a Multi-Year Governance Agreement to govern the various joint procurements to be facilitated by Metrolinx during the five year period beginning April 1, 2019 and ending March 31, 2024, with an option to renew until March 31, 2029.

NOW THEREFORE in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both Parties, the Parties hereby covenant and agree with each other as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, each capitalized term shall have the meaning attributed thereto in Schedule A.

1.2 Schedules and Order of Priority

The following are the schedules attached to and forming part of this Agreement:

| Schedule | Descriptions of Schedules |
|----------|---------------------------------------------------|
| A | Definitions |
| B | Communications Policy |
| C | Sample Terms of Reference |
| D | Purchaser Information |
| E | Sample Council/Board/Commission By-Law/Resolution |
| F | Confirmation Agreement |

In the event of any conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall take precedence over the Schedules.

1.3 Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the Parties relating to the matters dealt with and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, existing between the Parties at the Effective Date with respect to the subject of this Agreement. None of the Parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement or as mandated by federal or provincial law.

1.4 Governing Laws and Agreement

This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, which shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. Provided that the context allows, the remaining provisions shall be interpreted in the same way as they would have been had the severance not taken place.

1.6 No Partnership, Joint Venture or Corporation

The execution of this Agreement and the other arrangements with respect to the joint Procurements are not intended to create, and shall not be treated as having created, a general or limited partnership, joint venture, or corporation. No Party shall be liable for the acts, either of omission or commission, of any other Party to this Agreement.

1.7 Members of Council, Officers, Agents, etc.

Each Purchaser and its members of commissions, council, directors, officers, agents, contractors and employees are not, nor are they deemed to be, officers, agents, employees or officials of Metrolinx.

1.8 No Fiduciary Duties

Metrolinx shall not by reason of this Agreement or any of the discussions leading to or in connection with this Agreement have a fiduciary or trust relationship with the Purchasers or any other person, or any other obligation other than as specifically stated in this Agreement.

1.9 Number and Gender

In this Agreement words in the singular include the plural and vice-versa and words in one gender include all genders.

SECTION 2 **PRINCIPLES OF JOINT PROCUREMENTS**

2.1 Key Principles

This Agreement shall be guided by the following key principles:

- (a) Metrolinx shall comply with any Procurement Policies which it is required to follow when issuing any joint Procurement whereby proposals will be evaluated.
- (b) Metrolinx will facilitate the joint Procurement of certain transit system vehicles, equipment, technology, facilities and related supplies and services on behalf of the Purchasers.
- (c) Metrolinx shall work with a Steering Committee in undertaking each joint Procurement and shall prepare, in consultation with such Steering Committee, Terms of Reference setting out the specific terms applicable to the Procurement, substantially in the form attached hereto as Schedule C (Sample Terms of Reference);

- (d) The Terms of Reference shall be acknowledged in writing by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis for the draft Master Agreement to be included in the Procurement Documents for that Procurement;
- (e) Participation by Purchasers in any joint Procurement is voluntary up to the end of the Cooling Period following the Steering Committee's recommendations that Metrolinx enter into a Master Agreement with the successful Proponent, pursuant to Section 4.8 (*Award of a Master Agreement*).
- (f) Ownership of any Goods and/or Services to be procured and legal obligations related to any joint Procurement shall reside exclusively with the respective Purchasers, each of whom shall enter into a separate Purchase Agreement with the successful Proponent.
- (g) The term of any Master Agreement, including any additional option years exercisable at the discretion of the Purchasers ("**Option Years**"), if applicable, shall be determined by the Parties and set out in the Terms of Reference, the Master Agreement and the Purchase Agreements for the particular Procurement.
- (h) Subject to Section 4.2 (*Procurement Process*), the decision on whether or not to exercise the right to extend a Master Agreement for any Option Years, and to the extent any Option Year is exercised, the quantity of Goods and/or Services to be purchased, rests exclusively with each of the respective Purchasers.
- (i) Purchasers may be required to pay a participation fee in order to participate as a Purchaser in certain joint Procurements (the "**Participation Fee**"). The details of any applicable Participation Fee, including the payment process, shall be set out in advance in the Terms of Reference, the Master Agreement and the Purchase Agreement, as applicable, for the particular Procurement. Metrolinx's policy with respect to Participation Fees is subject to change at Metrolinx's sole discretion.
- (j) Metrolinx and the Purchasers will cooperate fully on all aspects of the joint Procurements including timely sharing of information and on-going two-way communication to promote informed decision making and budgeting.

SECTION 3 **STEERING COMMITTEES**

3.1 Steering Committee Membership

For each Procurement intended to be issued by Metrolinx pursuant to Section 3.5 (*Decisions of a Steering Committee*), there shall be a committee (the "**Steering Committee**") comprised of one representative from Metrolinx (the "**Metrolinx Member**") and one representative from each other Purchaser that intends to participate in that Procurement and has acknowledged the Terms of Reference as described in Section 2.1(d). For greater certainty, each Participating Metrolinx Division shall be considered a separate Purchaser and entitled to appoint its own representative. For each Steering Committee, Metrolinx and each Purchaser may also appoint one Alternate Member, who can act on the Member's behalf in the Member's absence at Steering Committee meetings.

3.2 Council By-Law, Resolution

The appointment of the Member and the Alternate Member by a Purchaser shall be confirmed by a by-law or resolution of the municipal council, commission, board of directors, or other governing body (as applicable) in a form consistent with Schedule E (Sample Council/Board/Commission By-Law/Resolution). The appointments shall refer to positions rather than specific individuals.

3.3 Votes

Each Purchaser participating in a Procurement shall, through their Member, have one vote on the Steering Committee for that particular Procurement. Consistent with its role as facilitator, the Metrolinx Member shall have no vote on any Steering Committee. For greater certainty, each Participating Metrolinx Division Member shall have its own vote.

3.4 Quorum

Unless otherwise provided in this Agreement, a quorum for the transaction of business at any meeting of a Steering Committee shall consist of at least two-thirds (2/3) of the total number of the Steering Committee Members eligible to vote. Members may be present either in person or by other means that permit all Members participating in the meeting to communicate with each other simultaneously and instantaneously. Wherever possible, the Steering Committee shall convene a meeting to conduct its business; however, in the absence of a meeting, the Steering Committee shall be authorized to make decisions and transact business with the unanimous written consent of all Steering Committee Members eligible to vote, which consent may be provided in the form of e-mail confirmation ("**Unanimous Written Consent**").

3.5 Decisions of a Steering Committee

- (a) The following decisions of a Steering Committee require the concurrence of at least three-quarters (3/4) of the Steering Committee Members participating in a meeting and eligible to vote:
 - (i) recommending to Metrolinx the issuance of any Procurement (for greater certainty, this recommendation may be subject to the incorporation of feedback);
 - (ii) recommending to Metrolinx the selection of a successful Proponent under any Procurement issued pursuant to this Section 3.5 (*Decisions of a Steering Committee*) or recommending the selection of no Proponent;
 - (iii) recommending that the Procurement be terminated as outlined in Section 4.8;
 - (iv) recommending to Metrolinx any amendments to a Master Agreement; and
 - (v) determining whether any Party is in default for the purposes of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*) or Section 9.3 (*Purchaser Remedies for Event of Default by Metrolinx*).
- (b) Where a Steering Committee exercises its authority under Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), the Party whose default status is being determined may participate in the discussion but may not vote in the decision.
- (c) All other decisions of a Steering Committee require the concurrence of a simple majority (greater than fifty (50)%) of the Steering Committee Members present at a meeting and eligible to vote. All decisions of a Steering Committee made in the absence of a meeting require the Unanimous Written Consent of the Steering Committee Members.
- (d) Subject to its rights or other obligations as set out in this Agreement and any other agreement, law, policy, rule, directive or other requirement or provincial direction to which it may be bound or subject, Metrolinx shall, with respect to a Procurement, either act in accordance with the decisions of the appropriate Steering Committee or not at all.

3.6 Sub-committees

Each Steering Committee will establish sub-committees, as needed, which will include one representative from each Purchaser wishing to participate on such sub-committees and one representative from Metrolinx. When establishing sub-committees, a Steering Committee will establish the procedures, including quorum requirements and voting rights for the sub-committee.

3.7 Binding Decisions

All Steering Committee decisions must comply with the terms of this Agreement, the Procurement Documents and the Master Agreement related to the particular Procurement. Steering Committee decisions are final and binding on all Purchasers.

3.8 Regular Meetings

Each Steering Committee shall meet at least annually and may meet more often where the Chair of such Steering Committee notifies the Parties in writing of any special meeting required in accordance with Section 3.9 (*Special Meetings*).

3.9 Special Meetings

Metrolinx alone or any two (2) Steering Committee Members can, with at least five (5) Business Days prior written notice to the Chair and to the other Steering Committee Members, require a special meeting of the Steering Committee. Notwithstanding the previous sentence, Metrolinx may provide less than five (5) Business Days notice where it reasonably determines that such shorter timeframe is necessary. The written notice shall specify the issue to be considered at the special meeting and shall include an agenda.

3.10 Location of meetings

Unless a Steering Committee decides otherwise, all meetings of a Steering Committee shall be held either at a location determined by Metrolinx or via teleconference.

3.11 Responsibilities of Steering Committee

In addition to the other responsibilities provided for in this Agreement, each Steering Committee shall:

- (a) acknowledge the Terms of Reference of the relevant Procurement;
- (b) approve the appointment of a Chair;
- (c) approve the Technical Specifications and/or Scope of Work applicable to the Procurement;
- (d) recommend the terms and conditions of the relevant Procurement, including the proposed Supplier agreements forming a part of the Procurement;
- (e) recommend the issuance of a Procurement pursuant to Section 3.5 (*Decisions of a Steering Committee*);
- (f) subject to Section 4.8 (*Award of a Master Agreement*), recommend that Metrolinx enter into a Master Agreement that sets out the terms and conditions of the Procurement with the successful Proponent, as well as any amendments to such Master Agreement;
- (g) subject to the terms of this Agreement, establish rules and procedures regarding its meetings;
- (h) approve the implementation schedule for each Procurement; and
- (i) be responsible for any other matter required to be approved by the Steering Committee in order to carry out the intent and purpose of this Agreement.

3.12 Responsibilities of Steering Committee Chair

The responsibilities of a Steering Committee Chair include:

- (a) supporting the Manager with any issues with the facilitation and administration of the Procurement;
- (b) calling for motions and votes during meetings of the Steering Committee;
- (c) participating in meetings where Metrolinx is addressing any contractual matter on behalf of the Purchasers with the Supplier.

SECTION 4 **PROCUREMENT APPROACH AND TERM**

4.1 Technical Specification and/or Scope of Work

Metrolinx shall, in consultation with the Steering Committee develop the Technical Specifications and/or the Scope of Work for each Procurement. An overview of the Technical Specifications and/or the Scope of Work, shall be set out in the Terms of Reference, with more specific detail to be provided in the Procurement Documents.

4.2 Procurement Process

- (a) Subject to this Agreement, the specific terms of the Procurement and the Master Agreement, each Procurement is intended to identify one or more Suppliers as the exclusive Supplier(s) of Goods and/or Services for the term of the relevant Master Agreement for Purchasers who do not elect to terminate their participation in the Procurement pursuant to Section 9.6 (*Termination Without Cause*

by a Purchaser). For greater certainty, references to Supplier in this Agreement shall include all Suppliers if more than one Supplier is selected as part of the Procurement.

- (b) The option to extend for any of the Option Years, if applicable, will be at the sole discretion of the Purchasers, each of whom shall have the right to exercise the Option Years or not in accordance with the relevant Master Agreement and their Purchase Agreement with the Supplier ("**Purchase Agreement**"). Upon exercise of an Option Year by any Purchaser under Section 4.11 (*Option Years*), the Supplier will be the exclusive Supplier of the Goods and/or Services to such Purchaser during the relevant Option Years in accordance with the terms of the relevant Master Agreement and Purchase Agreement. For the avoidance of doubt, if a Purchaser does not elect to exercise an Option Year in accordance with Section 4.11 (*Option Years*), the Purchaser shall no longer be considered a Purchaser, or qualify for addition as an Eligible Purchaser, for that particular Procurement.

4.3 **Supplier**

A Supplier procured pursuant to a Procurement shall:

- (a) be given an exclusive contract for the term of the particular Procurement; therefore, Purchasers that plan to procure Goods and/or Services during the term of the Procurement and that have not withdrawn from the Procurement or this Agreement in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) must purchase Goods and/or Services from the successful Supplier on an exclusive basis;
- (b) not be contractually guaranteed the purchase of any particular quantity of Goods and/or Services under the relevant Master Agreement; and
- (c) be advised by the Purchasers of their respective orders for Goods and/or Services upon approval of funding from their respective municipal council, commission, board of directors, or other governing body (as applicable), on or around the final day of each contract year of the term of the Procurement and, where applicable, the Option Years, to facilitate delivery of the Goods and/or Services in the relevant year.

4.4 **Master Agreement**

On the recommendation of the Steering Committee in accordance with Section 4.8 (*Award of a Master Agreement*) and in compliance with Section 1.4 (*Governing Laws and Agreement*) and any Procurement Policies required to be followed by it, Metrolinx may sign a Master Agreement with the successful Proponent for each completed Procurement that will establish the Supplier for each Master Agreement. Notwithstanding the foregoing, as the issuer of the Procurements and signatory to the Master Agreements, Metrolinx retains final discretion on whether or not to execute any Master Agreement.

Each Master Agreement will specify the terms and conditions of the relevant Procurement and pricing for the Goods and/or Services (including any additional Options that may be selected by Purchasers) to be procured. General terms and conditions that apply to all Purchasers participating in the Procurement will be contained in each Master Agreement. If a Participation Fee applies to the particular Procurement and (i) it is determined that the Supplier will be required to collect from the Purchaser and remit to Metrolinx, the Master Agreement will include a description of the Participation Fee; or (ii) otherwise, it shall be set out in the Terms of Reference.

4.5 **Purchase Agreement with Supplier**

- (a) Subject to the Master Agreement, each Purchaser will enter into a Purchase Agreement directly with the Supplier that will provide details related to their purchase of Goods and/or Services, including any Options selected by that particular Purchaser, pricing details, and any other appropriate terms and conditions consistent with the terms of the relevant Master Agreement. If a Participation Fee applies to the particular Procurement, the Purchase Agreement may include terms authorizing the Supplier to include the applicable Participation Fee in the invoice issued to the Purchaser for the purchase of certain goods or services, and the Supplier shall remit the Participation Fee to Metrolinx in accordance with the terms of the Master Agreement. In the event that the Supplier fails or refuses to pay this amount to Metrolinx, the Purchaser(s) will be authorized to set off this amount from any payments otherwise due to the Supplier under the Purchase Agreement, and required to remit this amount to Metrolinx directly.

- (b) Pursuant to the terms of the Master Agreement with the Supplier, the Supplier shall be responsible for providing a copy of the executed Purchase Agreement to the Metrolinx representative assigned to that Procurement for review. The Metrolinx representative will review each Purchase Agreement to ensure it is consistent with the relevant Master Agreement. Should it be found to be inconsistent, the Metrolinx representative will report the inconsistency to Metrolinx and the Steering Committee for that Procurement.
- (c) If the Master Agreement for the particular Procurement provides for any Option Years, prior to exercising any such Option Year, the Purchaser must (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) the Purchaser and the Supplier must extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year(s). For the avoidance of doubt, any new Purchase Agreement in respect of an Option Year is subject to review by the Metrolinx representative as set out above in this Section 4.5 (*Purchase Agreement with Supplier*).

4.6 **Timing**

The estimated timelines for each Procurement shall be set out in the Terms of Reference and the Master Agreement. All timelines shall be considered estimates only and are subject to change by Metrolinx, in its sole discretion, acting reasonably.

4.7 **Issuance of Procurements**

- (a) Metrolinx shall conduct the Procurements in accordance with this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law. The Procurements may take different forms, including but not limited to requests for quotations, public tenders and requests for proposals. The Procurement shall include:
 - (i) an open advertisement through a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX™ (the “**Public Procurement Portal**”);
 - (ii) a posting of Proponent questions and answers through addenda on the Public Procurement Portal; and
 - (iii) an evaluation process, as described in the Terms of Reference.
- (b) If applicable, Metrolinx shall alone and in its sole and absolute discretion, procure and retain the services of an independent fairness commissioner and any incurred costs will be incorporated into the Participation Fee. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of this Agreement, any Procurement Policies that Metrolinx is required to follow, and the Requirements of Law.
- (c) The cost of the joint Procurement process shall be borne by Metrolinx; provided however, that Metrolinx shall not be responsible for any costs incurred by any Purchaser relating to such process including without limitation those of a Purchaser who elects not to participate under Section 9.6 (*Termination Without Cause by a Purchaser*).

4.8 **Award of a Master Agreement**

- (a) Each Steering Committee may recommend that Metrolinx award a Master Agreement to the qualified Proponent that achieves the highest total score in the tender evaluation process, in accordance with Section 3.5 (*Decisions of a Steering Committee*).
- (b) Notwithstanding this Section 4.8 (*Award of a Master Agreement*), each Steering Committee reserves the right not to recommend awarding a Master Agreement to any Proponent if, in the view of three-quarters (3/4) or more of Steering Committee Members eligible to vote, no proposal is acceptable based on the terms and conditions of the particular Procurement. If at least three-quarters (3/4) of the Steering Committee Members eligible to vote agree that no proposal is acceptable, they may agree to recommend to Metrolinx that the Procurement be cancelled and each Purchaser shall thereafter be free to independently obtain the Goods and/or Services which were the subject of the Procurement, subject to the survival of and the Purchasers’ continued compliance with the specific terms of this Agreement,

including without limitation the provisions related to confidentiality in Section 7 (*Confidentiality*) and conflict of interest in Section 8 (*Conflict of Interest*).

- (c) Following a Steering Committee's recommendation to Metrolinx to award a Master Agreement and in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), Purchasers shall have up to five (5) Business Days (the "**Cooling Period**") following the Steering Committee's recommendation to decide whether they will participate in the particular Procurement. If a Purchaser decides not to participate in a particular Procurement and gives written notice to Metrolinx within the Cooling Period to that effect in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.
- (d) Metrolinx's execution of a Master Agreement is subject to Metrolinx's rights under Section 4.4 (*Master Agreement*).

4.9 Participation Fees

If a Participation Fee applies to a particular Procurement, the details of the Participation Fee shall be set out in the Terms of Reference and/or incorporated into the relevant Master Agreement and Purchase Agreements.

4.10 Term of this Agreement

- (a) This Agreement shall be effective as of the Effective Date and shall expire on March 31, 2024 unless it is renewed in accordance with Section 4.10(b) or otherwise terminated in accordance with its terms (such period that this Agreement is in force, the "**Term**").
- (b) Metrolinx may, on written notice to the Parties prior to the date specified in Section 4.10(a), extend the Term for five (5) years such that the Term will expire on March 31, 2029.
- (c) Notwithstanding any other expiry or termination of this Agreement, if Metrolinx enters into any Master Agreement during the Term that extends beyond the Term (including, for example, as a result of the exercise of an Option Year), this Agreement shall automatically extend only with respect to such Master Agreement until the expiration of such Master Agreement.

4.11 Option Years

In the event a Master Agreement and Purchase Agreement for a particular Procurement allow for the exercise of Option Years by the Purchaser, the details of such Option Years, including the process by which Purchasers must provide notice in writing to Metrolinx of its intention to exercise any Option Year, shall be described in the Terms of Reference and incorporated into the Master Agreement of the applicable Procurement. As described in Section 4.5 (*Purchase Agreement with Supplier*), Purchasers are required to (a) provide notice to Metrolinx of the intention to exercise an Option Year in accordance with the terms set out in the Master Agreement, and (b) extend the existing Purchase Agreement or enter into a new Purchase Agreement for the duration of the Option Year. Notwithstanding anything in this Agreement to the contrary, in the event that no Purchaser notifies Metrolinx of its intention to exercise the Option Years under a Master Agreement, that Master Agreement shall be deemed to be at an end and shall expire at the completion of its stated term, unless the Steering Committee advises Metrolinx otherwise.

SECTION 5 **ROLES AND RESPONSIBILITIES OF METROLINX**

5.1 Roles and Responsibilities of Metrolinx

Metrolinx shall have the following roles and responsibilities in addition to those referred to elsewhere in this Agreement:

- (a) Metrolinx shall facilitate all aspects of each Procurement including without limitation, issuance, proposal evaluation and award and shall, through the Metrolinx representative, administer the provisions contained in a Master Agreement on behalf of the Parties.
- (b) The Manager may attend and participate in any of the activities carried out in relation to the joint Procurement, including any meetings of a Steering Committee and/or sub-committee(s) established by a Steering Committee.
- (c) Metrolinx shall:
 - (i) work with each Steering Committee to coordinate the:
 - (A) development of the Terms of Reference for each Procurement;
 - (B) development of common Technical Specifications and/or Scope of Work; and
 - (C) development of each Master Agreement and Purchase Agreement;
 - (ii) determine a Proponent's compliance with the mandatory requirements set out in the Procurement Documents;
 - (iii) if approved by the Steering Committee or set out in the Terms of Reference, participate in the evaluation of technical proposals;
 - (iv) assist in the consolidation of orders for Goods and/or Services on behalf of the Purchasers;
 - (v) assist with contract management of issues that may arise under the Master Agreement and Purchase Agreement(s); and
 - (vi) be responsible for notifying the respective Steering Committee and the Supplier if other transit service providers wish to participate in the Procurement by becoming Purchasers. At such time, Metrolinx shall contact the Supplier to determine if there is sufficient capacity to accommodate additional orders for Goods and/or Services on the basis of the existing terms and conditions of the Master Agreement.
- (d) Metrolinx shall review any proposed public communications prepared by a Purchaser and submitted to the Parties in accordance with Schedule B (Communications Policy) to ensure consistency with the Communications Policy set out in Schedule B (Communications Policy).
- (e) Except in its role as a Purchaser(s), Metrolinx shall not:
 - (i) mediate disputes between the Purchaser and the Supplier following the execution by a Purchaser of a Purchase Agreement; or
 - (ii) pay or otherwise be responsible for any amounts for any Goods and/or Services as may be set out in any Purchaser's Purchase Agreement from time to time with the Supplier.
- (f) Notwithstanding anything in this Agreement to the contrary, any payment or funding obligation made by Metrolinx under this Agreement in respect of any activity whatsoever is subject to there being an appropriation of moneys by the Legislature of Ontario (the "**Legislature**") sufficient to satisfy such commitments under this Agreement. Activity, payment or funding obligations may be reduced or terminated, in response to the Legislature's annual budget, a change in departmental funding levels by the Legislature, or any other parliamentary decision that has an impact on the program under which this Agreement is made.
- (g) Notwithstanding (i) any other clause of this Agreement; (ii) whether Metrolinx has retained or not any Manager, Project Officer or Project Inspector; or (iii) the acts or omissions of any such persons; Metrolinx does not guarantee, warrant or otherwise provide any assurance as to suitability of any of the Goods and/or Services to the Purchasers or anyone.

5.2 Representations and Warranties of Metrolinx

Metrolinx covenants, represents and warrants to the Purchasers that:

- (a) it is a validly existing legal entity under the laws of Ontario;

- (b) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms;
- (c) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents or by-laws.

5.3 No Metrolinx Liability

Where Metrolinx has entered into a Master Agreement, each Purchaser acknowledges and agrees that Metrolinx shall not be liable or responsible to any other Party to this Agreement, any Purchaser, the Supplier and/or any third party for any matter arising under such Master Agreement, the Procurement process or the provision of the Goods and/or Services, except to the extent to which such matter relates to the negligence or wilful misconduct of Metrolinx in the performance of its duties, and without limiting the generality of the foregoing, each Purchaser acknowledges and agrees that:

- (a) Metrolinx will not be liable or responsible for any act or omission of the Purchaser or the Supplier in relation to Goods and/or Services under any Master Agreement and/or any Purchase Agreement. In no case whatsoever will Metrolinx be responsible or liable for the cost of any Goods and/or Services under a Purchase Agreement.
- (b) Metrolinx shall not be liable or responsible in any way whatsoever and the Purchasers agree that they shall satisfy themselves as to the suitability of the Goods and/or Services for their purposes, including without limitation the Goods and/or Services' compliance with applicable laws, policies, safety, licensing, funding and insurance requirements as such may apply to the Purchaser's provision of transit services in its jurisdiction and/or its acquisition of Goods and/or Services hereunder.
- (c) Except for determining a Proponent's compliance with the mandatory requirements set out in the Procurement Documents, Metrolinx has not endorsed, recommended or approved the suitability of a Supplier or its Goods and/or Services for a Purchaser.
- (d) Each Purchaser shall be responsible for obtaining its own professional advice, including its own independent legal advice in respect of its execution of this Agreement, its participation hereunder, and its completion of a Purchase Agreement, if any. Each Purchaser may include such additional business and legal terms and conditions to the Purchase Agreement as it sees fit in the circumstances provided that the required terms of the Purchase Agreement approved by the Steering Committee (the "**Required Terms**") are wholly retained and provided further that any such additional terms and conditions are not inconsistent with the terms and conditions of the relevant Master Agreement and the Required Terms.
- (e) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for its own costs of any nature whatsoever arising as a result of, through or in any way related to its execution of this Agreement and its participation hereunder.
- (f) Unless otherwise provided in this Agreement, each Purchaser shall be responsible for the oversight and administration of its own Purchase Agreement with the Supplier and shall not direct any Supplier service issues that may arise to Metrolinx but shall inform Metrolinx's representative of such issues.
- (g) Metrolinx shall not be liable for any loss or damages suffered by any of the other Parties or Purchasers, or any other person as a result of any act or inaction of Metrolinx.
- (h) Metrolinx shall not be liable for any losses, costs or damages sustained or incurred by any other Party or Purchaser, including losses, costs or damages relating to third party lawsuits arising out of any Procurement process or the Master Agreement.

SECTION 6
PURCHASERS

6.1 Steps Required to Become a Purchaser

A proposed Purchaser (other than a Participating Metrolinx Division) becomes a Purchaser when:

- (a) the person or persons authorized to execute this Agreement on behalf of such municipality or entity has or have duly executed a confirmation agreement in the form attached as Schedule F (Confirmation Agreement); and
- (b) the municipality or other entity has provided to the Manager the following documents:
 - (i) a Purchaser Information Sheet attached as Schedule D (Purchaser Information Sheet); and
 - (ii) a certified copy from a Purchaser's clerk or other authorized officer, confirming passage and enforceability of a by-law, resolution or other authority, as applicable, which includes, at a minimum, the information in the sample by-law/resolution attached as Schedule E (Sample Council/Board/Commission By-Law/Resolution), including the designation of persons authorized to provide instructions and any necessary approval for the Procurements as Steering Committee Member or Alternate Member, and confirming that all necessary actions have been taken by the Purchaser to authorize such persons to give instructions and any necessary approvals for the Procurements. The designations shall refer to positions rather than to specific individuals.

6.2 Representations and Warranties of Purchaser

- (a) Each Purchaser covenants, represents and warrants to Metrolinx that:
 - (i) it is a validly existing legal entity under the laws of its relevant jurisdiction;
 - (ii) it has the requisite legislative and other authority and any necessary approval to enter into this Agreement and to carry out its terms, including the entering into joint Procurement arrangements and has passed any necessary by-law or resolution and has complied with its own procurement requirements;
 - (iii) it will take all necessary steps to ensure that it has all approvals (including budget approvals) which are required in order to carry out any Procurement;
 - (iv) its entry into this Agreement and performance of the terms hereof will not result in a breach of its constituting documents, by-laws, or any other agreements, ordinances or laws to which it is a party;
 - (v) it has not entered into any agreement or arrangement that would restrict the ability of Metrolinx to perform its obligations under this Agreement;
 - (vi) if it is participating as a Purchaser in a particular Procurement and has not withdrawn from this Agreement under Section 9.6 (*Termination Without Cause by a Purchaser*), the Purchaser will not enter into any new contract or contract extension with any supplier other than the Supplier for the Goods and/or Services specified in the Master Agreement during the term of the particular Procurement without the prior written approval of Metrolinx (such approval to be granted only in accordance with the Agreement and not to be unreasonably withheld or delayed), unless the Supplier cannot provide the Goods and/or Services on a timely basis or has not met the requirements under the Master Agreement or Purchase Agreement as determined by the Steering Committee, acting reasonably; and
 - (vii) it will collect and submit to Metrolinx without unreasonable delay any data that Metrolinx may reasonably request from time to time in order to monitor and evaluate the effectiveness of the Goods and/or Services procured under this Agreement.
- (b) The Purchaser shall be deemed to have repeated the foregoing representations and warranties each time it provides instructions for a Procurement. Metrolinx shall have no obligation to make any

further inquiry to confirm the truth or accuracy of any representation or warranty, or the validity of any action taken by a Purchaser hereunder.

6.3 Addition of Purchasers to this Agreement

Metrolinx may from time to time after the Effective Date add proposed Purchasers as Parties to this Agreement. Each proposed additional Purchaser (other than Participating Metrolinx Divisions) must first complete Section 6.1 (*Steps Required to Become a Purchaser*) in full. Upon its completion of the foregoing, a proposed Purchaser shall become a Purchaser and shall enjoy all of the rights and obligations in this Agreement excepting only any services paid for directly by Metrolinx where Metrolinx's available funds for such services have been spent. Each Purchaser agrees that this Agreement is binding on it regardless of the addition of Purchasers by Metrolinx hereunder.

6.4 Participation in existing Procurements

- (a) A Purchaser is not an Eligible Purchaser with respect to a Procurement if such Purchaser had indicated that it did not wish to proceed during the Cooling Period, or such Purchaser had participated in such Procurement but then did not exercise its Option Year(s).
- (b) An Eligible Purchaser may participate in an existing Procurement (including those Procurements that still exist from the Former Governance Agreement) if it has provided notice to Metrolinx that it intends to participate in such Procurement and:
 - (i) it has received confirmation from the Metrolinx procurement facilitator for that Procurement that the Supplier has sufficient capacity to accept additional Purchasers without impacting on the delivery of Goods and/or Services already on order by existing Purchasers;
 - (ii) it has confirmed in writing to Metrolinx that it has not issued a public procurement process or subsequently cancelled an order for Goods and/or Services in order to participate in the Procurement;
 - (iii) the Master Agreement for such Procurement allows for such Eligible Purchaser to participate at this time; and
 - (iv) if such Procurement was created under the Former Governance Agreement and such Eligible Purchaser was not a party to the Former Governance Agreement, the approval of the Steering Committee for such Procurement.
- (c) If the above conditions are met, such Eligible Purchaser may then enter into a Purchase Agreement in accordance with the approved specifications and options available for the respective Procurement.
- (d) If all purchasers under an existing Procurement created under the Former Governance Agreement have become Purchasers under this Agreement, the terms of this Agreement shall apply to such Procurement to the extent of any inconsistency. Otherwise, the terms from the Former Governance Agreement shall apply to such Procurement.

SECTION 7 **CONFIDENTIALITY**

7.1 Confidential Information

- (a) "Confidential Information" means:
 - (i) the Procurement process and solicitation documents and any information relating to or arising from the process and solicitation documents, including, without limitation, any Procurement Documents issued, or proposed to be issued, by Metrolinx relating to the Procurement, any proposals received, evaluation(s) completed, and pricing;
 - (ii) any proprietary information of a Party;
 - (iii) any personal information as contemplated in FIPPA or MFIPPA, as such instruments shall be amended, from time to time;

- (iv) all information that a Party is obliged, or has the discretion, not to disclose under provincial or federal legislation; or
 - (v) any other information specifically designated in writing by a Party as being of a confidential or proprietary nature.
- (b) Confidential Information does not include information that:
- (i) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the total contract price of the successful bidder;
 - (ii) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
 - (iii) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
 - (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.2 Use of Confidential Information

- (a) Each Party shall keep, and shall ensure that its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors keep, all Confidential Information confidential in accordance with the terms and conditions of this Section 7 (*Confidentiality*). In addition to any other liabilities of a Party pursuant to this Section 7 (*Confidentiality*) or otherwise at law or in equity, each Party shall be liable for any and all liability, losses, costs, damages, expenses (including all reasonable legal, expert and consultant fees), causes of action, and proceedings arising from any non-compliance with this Confidentiality Agreement by a Party or any of its advisors, agents, directors, commissioners, officers, Personnel representatives or contractors.
- (b) Confidential Information disclosed directly or indirectly by a Disclosing Party to a Receiving Party shall be held by the Receiving Party in confidence, and the Receiving Party:
- (i) shall not disclose, reveal, publish, or disseminate any of the Disclosing Party's Confidential Information, provided that the Receiving Party may disclose Confidential Information to those of its advisors, agents, directors, commissioners, officers, partners, Personnel, representatives and contractors with a need to know such Confidential Information in connection with assisting, advising and/or providing feedback to the Procurement process, provided that such person is subject to obligations of confidentiality substantially similar to those contained in this Section 7 (*Confidentiality*);
 - (ii) shall take all reasonable steps required to prevent any unauthorized reproduction, use, disclosure, publication, or dissemination of the Disclosing Party's Confidential Information;
 - (iii) shall not copy, reproduce in any form or store the Disclosing Party's Confidential Information in a retrieval system or database, without the prior written approval of the Disclosing Party;
 - (iv) shall immediately notify the Disclosing Party in the event that it becomes aware of any unauthorized disclosure of Confidential Information; and
 - (v) shall satisfy and comply with all applicable privacy legislation and any other statute or regulation applicable to the Confidential Information, including without limitation FIPPA and MFIPPA.
- (c) At any time at the request of the Disclosing Party, the Receiving Party shall make all commercially reasonable efforts to effect the following as soon as possible:
- (i) return all Confidential Information to the Disclosing Party; or

- (ii) destroy the Confidential Information and all copies thereof in any form whatsoever under its power or control and provide the Disclosing Party with a certificate signed by the Receiving Party, or an appropriate officer of the Receiving Party, certifying such destruction.
- (d) Notwithstanding paragraphs (a) and (b) of this Section 7.2 (*Use of Confidential Information*), the Receiving Party shall be permitted:
 - (i) to retain and use one copy of the Confidential Information of the Disclosing Party for the sole purpose of compliance with and to the extent and for so long as required by: (1) any Requirements of Law; or (2) any court, regulatory agency or Authority to which it is subject; and
 - (ii) to retain any electronic records and files containing Confidential Information of the Disclosing Party which have been created pursuant to the automatic or normal course archiving and back-up procedures of the Receiving Party; provided that the Receiving Party treats such Confidential Information in the same manner as it treats its own Confidential Information, such manner not be less than a reasonable standard of care.
- (e) Any Confidential Information of a Disclosing Party that is not returned or destroyed pursuant to Section 7.2(d) shall continue to be subject to the confidentiality and non-disclosure provisions of this Agreement notwithstanding any expiration or termination of this Agreement.

7.3 Exceptions

The obligations of confidentiality set out in Section 7.2 shall not apply to Confidential Information that:

- (a) is or becomes generally available to the public through no fault of the Receiving Party, including, by way of example only, information related to the Procurement process and disclosed by Metrolinx after a successful bidder has been identified, including the names of the bidders that submitted proposals and the award price of the successful bidder;
- (b) prior to receipt from the Disclosing Party, was known to the Receiving Party on a non-confidential basis and is not subject to another obligation of secrecy and non-use, as documented by written records possessed by the Receiving Party;
- (c) was independently developed by the Receiving Party prior to receipt from the Disclosing Party, as documented by written records possessed by the Receiving Party; or
- (d) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party that is not under other obligations of confidence.

7.4 Authorized Purpose

The Receiving Party acknowledges that all Parties have disclosed Confidential Information to the Receiving Party solely in connection with assisting, advising and/or providing feedback to the Procurement (the “**Authorized Purpose**”). The Receiving Party may use the Confidential Information solely in connection with the Authorized Purpose and for no other purpose. The Receiving Party acknowledges and agrees that unauthorized dealings with the Confidential Information would be detrimental to the interests, business and affairs of any of the Parties (or third parties with respect to third party information), including the integrity of the Procurement.

7.5 Legally Required Disclosure

If the Receiving Party becomes compelled to disclose any Confidential Information pursuant to applicable law, the Receiving Party shall provide the Disclosing Party with prompt written notice of any such requirement and shall cooperate with the Disclosing Party in seeking to obtain any protective order or other arrangement pursuant to which the confidentiality of the relevant Confidential Information is preserved. If such an order or arrangement is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information as is required pursuant to applicable law. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Confidentiality Agreement.

7.6 Ownership of Confidential Information

The Disclosing Party shall retain all right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither the execution of this Confidentiality Agreement, nor the furnishing of any Confidential Information by a Disclosing Party shall be construed as granting to the Receiving Party, either by implication or otherwise, any interest, license or right respecting the Disclosing Party's Confidential Information, including any intellectual property rights.

7.7 No Warranties, Representations or Liability

ALL INFORMATION IS PROVIDED "AS IS", WITHOUT WARRANTY OR GUARANTEE OF ANY KIND AS TO ITS ACCURACY, COMPLETENESS, OPERABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSS, EXPENSE OR CLAIM OF LOSS ARISING FROM THE USE OF, OR RELIANCE ON, THE INFORMATION BY THE RECEIVING PARTY.

7.8 Damages for Breach of Confidentiality Obligations

Each Party acknowledges and agrees that:

- (a) any breach of the terms of this Section 7 (*Confidentiality*) and the obligations set out herein shall cause immediate and irreparable harm for which damages alone are not an adequate remedy; and
- (b) Disclosing Party shall be entitled to seek, in addition to any other legal remedies which may be available to it, such equitable relief as may be necessary and available to protect such Party against such breach.

7.9 Survival of Confidentiality Obligations

The Parties acknowledge and agree that the terms of this Section 7 (*Confidentiality*) shall survive (a) the term of any agreement with the successful supplier resulting from a Procurement, including any renewal periods exercised by any of the Parties, or (b) the final abandonment or cancellation of the Agreement by Metrolinx, as applicable.

SECTION 8 **CONFLICT OF INTEREST**

8.1 No Conflict of Interest

No Purchaser nor any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors shall engage in any activity or provide any services where such activity or the provision of such services creates a Conflict of Interest (actual or potential) with the terms and conditions set out in this Agreement or any of the Procurement Documents, Master Agreements or Purchase Agreements contemplated or completed under this Agreement.

8.2 Conflict of Interest and the Receipt of Confidential Information

- (a) Each Party declares that there is no actual or potential Conflict of Interest arising out of the receipt of the Confidential Information or the Party's role in the Procurement. Each Purchaser acknowledges and agrees that it shall be a Conflict of Interest for it to use Confidential Information relevant to the Procurement, including without limitation proposals and pricing information, where Metrolinx has not specifically authorized such use unless the Confidential Information relates solely to that Purchaser and has been provided by that Purchaser.
- (b) In the event that either (i) a Purchaser exercises its right to terminate its participation in the Procurements in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*), (ii) a Purchaser decides not to exercise an Option Year for a particular Procurement in which it has participated, or (iii) Metrolinx terminates a defaulting Purchaser's right to participate in the Procurement in accordance with paragraph (a) of Section 9.2 (*Metrolinx Remedies for Event of Default by Purchaser*), then in each case, the Purchaser shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

8.3 Reporting a Conflict of Interest

Each Party declares that, if at any time during the course of participating in the Procurement, a Party or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors has an actual or potential Conflict of Interest (each, a “**Conflicted Party**”), the Conflicted Party will immediately disclose such Conflict of Interest to Metrolinx and the Manager. Metrolinx shall have the authority to determine whether the Conflicted Party may continue to participate in the activity or provide the services in question, and shall also have the authority to attach limitations or conditions on the Conflicted Party’s participation in the Procurement. Each Party shall be responsible for ensuring compliance by its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors with the Conflict of Interest requirements set out under this Agreement.

SECTION 9 **DEFAULT, ENFORCEMENT, AND TERMINATION**

9.1 Event of Default

Each of the following events is an Event of Default in respect of either a Purchaser or Metrolinx (“**Event of Default**”), as applicable:

- (a) if any representation or warranty made by a Purchaser in this Agreement or any documentation delivered to Metrolinx by such Purchaser pursuant hereto shall be false or misleading in any material respect;
- (b) if any representation or warranty made by Metrolinx in this Agreement shall be false or misleading in any material respect;
- (c) if a Purchaser is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried out by such Purchaser;
- (d) if Metrolinx is in default in carrying out any of the material terms, covenants or obligations of this Agreement to be carried by Metrolinx; or
- (e) if Metrolinx, a Purchaser or any of their respective advisors, partners, directors, commissioners, officers, Personnel, agents, representatives, or contractors has breached the requirements of Section 7 (*Confidentiality*) or Section 8 (*Conflict of Interest*).

9.2 Metrolinx Remedies for Event of Default by Purchaser

Notwithstanding any other rights which Metrolinx may have under this Agreement, if an Event of Default by a Purchaser has occurred, Metrolinx shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by Metrolinx, Metrolinx has first given written notice of the Event of Default to the defaulting Purchaser and the defaulting Purchaser has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as Metrolinx may consent in writing:

- (a) Metrolinx may terminate the defaulting Purchaser’s right to participate in a Procurement or in this Agreement by giving the defaulting Purchaser at least thirty (30) calendar days prior written notice thereof. Subject to Section 9.8 (*Obligations Survive*), as of the termination date, the defaulting Purchaser shall no longer participate as a Purchaser in the Procurement or this Agreement, as applicable; and
- (b) subject to Section 10 (*Dispute Resolution*), Metrolinx may avail itself of any other legal remedies that may be available to it under law or in equity.

9.3 Purchaser Remedies for Event of Default by Metrolinx

If an Event of Default by Metrolinx has occurred, as determined by a Steering Committee, a Purchaser shall have the following remedies provided that, in the case of an Event of Default which is curable, as determined by a Steering Committee, the Steering Committee has first given written notice of the Event of Default to Metrolinx and Metrolinx has failed to correct the Event of Default within thirty (30) calendar days of receipt of such notice or such longer period of time as the Steering Committee may consent in writing:

- (a) the Purchaser may, subject to Section 9.8 (*Obligations Survive*), terminate its participation in this Agreement or in a particular Procurement by giving Metrolinx at least thirty (30) calendar days prior written notice thereof; and
- (b) subject to Section 10 (*Dispute Resolution*), each Purchaser may avail itself of any other legal remedies that may be available to it at law or in equity.

9.4 Termination Without Cause by Metrolinx

Metrolinx may terminate a particular Procurement in accordance with the terms of the Procurement Documents or this Agreement at any time, without cause, by delivering written notice, in accordance with Section 11.1 (*Address for Notices*), to that effect to each Purchaser (in the case of a termination of a particular Procurement) or to each Party (in the case of a termination of this Agreement), as applicable, which notice shall be effective sixty (60) calendar days following delivery of the notice by Metrolinx. Any outstanding payment obligations of the Purchasers remaining as of the date of termination shall remain in effect.

9.5 Effect of Termination Without Cause by Metrolinx

Where Metrolinx has provided notice pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), the remaining Purchasers or Parties may request that Metrolinx assign any or all of its rights and obligations under the Master Agreement to all of them or any of them. Such request shall be made before the expiry of the notice period referred to in Section 9.4 (*Termination Without Cause by Metrolinx*).

9.6 Termination Without Cause by a Purchaser

A Purchaser may terminate its participation in any Procurement without cause during the Cooling Period by delivering written notice to that effect to Metrolinx which notice shall be effective immediately. No notice by an individual Purchaser shall affect the rights and obligations of the other Parties. Where a Purchaser gives such notice, it shall (a) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (b) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (c) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

A Purchaser may terminate its participation in this Agreement without cause by delivering written notice to that effect to Metrolinx which notice shall be effective sixty (60) calendar days following delivery of the notice by Purchaser.

9.7 Purchaser Obligations after Award of Master Agreement

Subsequent to the award of a Master Agreement, a Purchaser is required to engage in the joint Procurement to the extent permitted by the amount of funding approved by that Purchaser's approving authority for the purchase of the relevant Goods and/or Services for the initial term of the Master Agreement and a Purchaser shall not purchase Goods and/or Services from any party other than the Supplier during this period. In addition to any other remedies which may be available to Metrolinx, failure to comply with this provision may result in the Province of Ontario withholding any applicable Provincial transit funding as may be applicable.

9.8 Obligations Survive

Despite any termination under this Section 9 (*Default, Enforcement, and Termination*) each Party agrees that certain rights and obligations (whether contingent or matured, absolute or not), as set out in Section 11.5 (*Survival*) of each Party existing immediately before the termination shall survive such termination.

Where Metrolinx terminates this Agreement pursuant to Section 9.4 (*Termination Without Cause by Metrolinx*), it shall remain responsible for all costs to which it is obligated under this Agreement up to the termination date.

Notwithstanding a Purchaser's termination of its participation in a Procurement or in this Agreement under this Section 9 (*Default, Enforcement, and Termination*), the Purchaser shall continue to be bound by the terms and conditions of any Purchase Agreement which may have been executed by it prior to such termination and any termination of a Purchase Agreement by the Purchaser shall be made only in accordance with the terms of the Purchase Agreement.

SECTION 10

DISPUTE RESOLUTION

10.1 Legal Remedies for Disputes

Any dispute, question, claim, or other matter arising out of or relating to this Agreement (each, a “**Dispute**”) shall be resolved by the escalation procedure set out below in Section 10.3 (*Three-Tiered Dispute Resolution*). However, no Party shall be precluded from initiating a proceeding in a court of competent jurisdiction for the purposes of obtaining any emergency or provisional remedy to protect its rights that may be necessary and that are not otherwise available under this Agreement, including temporary and preliminary injunctive relief and restraining orders.

10.2 Dispute Notice

A Party may refer a Dispute to dispute resolution under this Section 10.2 (*Dispute Notice*) of this Section 10 (*Dispute Resolution*) by the delivery of a notice requesting dispute resolution to the other Parties, which notice shall set out the Dispute in reasonably sufficient detail (a “**Dispute Notice**”).

10.3 Three-Tiered Dispute Resolution

The Parties agree that any Dispute shall be referred for dispute resolution by high-level negotiation, mediation or arbitration in the following manner:

- (a) **High-Level Negotiation.** In the event a Party issues a Dispute Notice, as described in Section 10.2 (*Dispute Notice*), to the other Parties, the Chief Administrative Officer or equivalent of each non-Metrolinx Party, and in the case of Metrolinx, the executive to which the Transit Procurement Initiative reports, shall meet and make a good faith effort to resolve the Dispute as set out in the Dispute Notice in a prompt manner and for the purpose of same, each Party shall provide its negotiator with full and timely disclosure of all relevant facts, information and documents to facilitate such negotiation. Negotiations shall be commenced within thirty (30) calendar days of the delivery of a Dispute Notice and shall, unless all Parties agree otherwise, be concluded within thirty (30) calendar days of their commencement. In the event that a resolution satisfactory to all Parties is achieved through such negotiations, the Parties shall detail, in writing, the manner in which the Dispute has been resolved.
- (b) **Mediation.** If the Dispute has not been resolved through high-level negotiation as contemplated in Section 10.3(a) above, the Dispute will be referred to structured negotiation with the assistance of a mediator appointed by mutual agreement of the Parties within thirty (30) calendar days of any Party issuing a supplementary Dispute Notice requesting mediation. If a mutual agreement is not reached within the timelines set out above, then Metrolinx, acting in good faith, may appoint a mediator and provide the other Parties with written notice of such appointment. The mediator shall be an independent person who by training and experience has the professional qualifications and the mediation skills to mediate any Dispute that may arise among the Parties. The Parties shall agree on the procedure to be used in mediation. If the Parties achieve a resolution of the Dispute, the mediator shall confirm the resolution in writing. If the Parties do not resolve the Dispute, the mediator shall provide a written confirmation that the Parties were unable to resolve the Dispute.
- (c) **Arbitration.** Any Party may, within thirty (30) calendar days of the delivery of the mediator’s confirmation that the Parties were unable to resolve their Dispute, issue a supplementary Dispute Notice requesting arbitration. The Parties shall agree on the procedure to be used for arbitration unless the Parties are required by legislation to comply with a particular arbitration process. Any determination by arbitration shall be final and binding upon the Parties, and not subject to appeal or challenge. To the extent not specified in this Agreement, an arbitration shall be governed by the provisions of the *Arbitration Act, 1991*, as amended.

10.4 Performance to Continue

Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section 10 (*Dispute Resolution*), the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of the Agreement to the best of their abilities.

10.5 **Dispute Cost**

The Parties shall bear and be responsible for their own costs in connection with or relating to any Dispute. Except for Metrolinx, the Parties in a Dispute shall share equally the costs related to any Disputes arising out of the Master Agreement.

10.6 **Disputes Between the Purchasers and the Supplier**

Each Purchaser shall be solely responsible for dealing with any Disputes that may arise between it and the Supplier.

SECTION 11 **MISCELLANEOUS**

11.1 **Address for Notices**

- (a) Any notice or other communication required or permitted to be given under this Agreement shall be delivered in-person or sent by registered mail, postage prepaid, courier, facsimile, or e-mail in the case of Purchasers to the addresses, facsimile numbers, or e-mail set out in Schedule D (Purchaser Information Sheet), and in the case of Metrolinx, to:

Attn.: Manager, Transit Procurement Initiative
Metrolinx
277 Front Street West, 4th Floor
M5V 2X4

- (b) Notices shall be deemed received: (i) in the case of registered mail, five (5) business days after sending; (ii) in the case of courier or in-person delivery, upon receipt; or (iii) in the case of e-mail, when receipt is acknowledged by the receiving Party. Any Party may change the address to which notices or other communications required or permitted to be given under this Agreement shall be sent, by sending notice in writing to every other Party, such address change shall become effective immediately upon receipt of such notice.

11.2 **No Waiver**

- (a) The benefit of any provision of this Agreement may be waived in whole or in part by the Party for whose benefit the provision operates and any Party may waive any or all of its rights in the event of a breach of any provision of this Agreement by another Party. A waiver is binding on the waiving Party only if it is in writing. A waiver may be absolute or may be limited in any way as to duration or scope.
- (b) The failure by one of the Parties to insist in one or more instances on the performance by another Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the Party of its right to require future performance of any such terms or conditions, and the obligations of such other Party with respect to such future performance shall continue to be in full force and effect.

11.3 **Force Majeure**

- (a) A Party shall not be responsible for failures in performance due to Force Majeure.
- (b) "**Force Majeure**" means any circumstance or act beyond the reasonable control of a Party claiming Force Majeure, including an intervening act of God or public enemy, war, blockade, civil commotions, labour stoppages, strikes or lockouts, fire, flood, earthquake, epidemic, quarantine restriction, a stop-work order or injunction issued by a court or public authority having jurisdiction, or governmental embargo, which delays the performance of any obligation created by this Agreement beyond its scheduled time, provided such circumstance or act is not expressly dealt with under this Agreement or does not arise by reason of:
- (i) the negligence or wilful misconduct of the Party claiming Force Majeure or those for whom it is responsible at law;
 - (ii) any act or omission by the Party claiming Force Majeure (or those for whom it is responsible at law) in breach of the provisions of this Agreement; or

- (iii) lack or insufficiency of funds or failure to make payment of monies.
- (c) Provided further that, in the case of an event of Force Majeure, the Party affected thereby shall notify the other Parties and Metrolinx, if Metrolinx is not the other Party, as soon as possible and in any event within five (5) Business Days following the date upon which the affected Party first becomes aware (or should have been aware, using all reasonable due diligence) of such event of Force Majeure so that the other Parties may verify the same.
- (d) If an event of Force Majeure continues for a period of more than forty-five (45) calendar days, a Party shall have the right to terminate its participation in this Agreement (or in the case of Metrolinx, to terminate this Agreement) upon five (5) Business Days written notice to the other Parties. This right shall not affect a Purchaser's obligation to a Supplier under a Purchase Agreement which shall be determined in accordance with the relevant Purchase Agreement terms.

11.4 Remedies Cumulative

All remedies, rights, undertakings, obligations and agreements of the Parties under this Agreement shall be cumulative, and none thereof shall be in limitation of any other remedy, right, undertaking, obligation or agreement of any Party. Each Party may follow any remedy to which it is entitled concurrently or successively, at its option.

11.5 Survival

Section 7 (*Confidentiality*), Section 8 (*Conflict of Interest*), Section 9 (*Default, Enforcement, and Termination*), Section 5.3 (*No Metrolinx Liability*), and Section 6.2 (*Representations and Warranties of Purchaser*), excluding Subsection 6.2(a)(iv), shall survive the expiration or termination of this Agreement.

11.6 Amendment

Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the Parties, which will form part of the Agreement.

11.7 No Assignment

Except as otherwise provided in this Agreement, Metrolinx shall not assign the whole or any part of its rights or obligations under this Agreement without the express written consent of the Parties, which consent shall not be unreasonably withheld.

No Purchaser shall assign the whole or any part of its rights or obligations under this Agreement without the express written consent of Metrolinx, which consent shall not be unreasonably withheld.

11.8 Further Action

Each Party shall at all times promptly execute and deliver and cause to be executed and delivered such documents and take and cause to be taken such action as may be necessary or appropriate to give effect to the provisions of this Agreement.

11.9 Enurement

This Agreement shall enure to the benefit of and be binding upon each Party and their respective successors and permitted assigns.

11.10 Time of the Essence

In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.

11.11 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. All signatures of the Parties to and pursuant to this Agreement may be transmitted by facsimile and such facsimile shall for all purposes be deemed to be the original signature of the person whose signature it produces and shall be binding upon that person and on the Party on whose behalf that person signed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE A: DEFINITIONS

In this Agreement,

- (a) “**Agreement**” means this Multi-Year Governance Agreement for Joint Transit Procurements Facilitated By Metrolinx, including its Schedules, as each may be amended from time to time;
- (b) “**Alternate Member**” means a person appointed by a Party to act in the absence of its Member and has all the rights, responsibilities and obligations of the Member;
- (c) “**Arbitration Act, 1991**” means the *Arbitration Act, 1991*, S.O. 1991, c. 17, as amended from time to time;
- (d) “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over this Agreement, the Master Agreement or the Goods and/or Services;
- (e) “**Authorized Purpose**” means, in the context of Section 7 (*Confidentiality*), assisting, advising and/or providing feedback to a Procurement facilitated by Metrolinx pursuant to this Agreement;
- (f) “**Business Day**” means any day which is not a Saturday or Sunday or a day observed as a holiday under the laws of the Province of Ontario or the federal laws applicable to the Province of Ontario, or a day observed as a holiday for the Government of Ontario;
- (g) “**Chair**” means a Steering Committee chair appointed by the relevant Steering Committee in accordance with Section 3.11 (*Responsibilities of Steering Committee*);
- (h) “**Communication Policy**” means the communication policy for any major communication concerning the Procurement as set out in Schedule B (Communication Policy);
- (i) “**Confidential Information**” has the meaning ascribed to it in Section 7.1.
- (j) “**Conflict of Interest**” means any situation or circumstance where, in relation to a Procurement, a Purchaser or any of its advisors, partners, directors, commissioners, officers, Personnel, agents, or contractors or Steering Committee Members (i) communicates with any person with a view to influencing preferred treatment inconsistent with the Procurement process, (ii) engages in conduct that compromises or could be seen to compromise the integrity of the open and competitive Procurement and render that process non-competitive or unfair, or (iii) has other commitments, relationships or financial interests that (A) could or could be seen to exercise an improper influence over the objective, impartial exercise of its independent judgment, or (B) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;
- (k) “**Contract**” means the aggregate of: (a) the Master Agreement; (b) the Purchaser-specific Purchase Agreement; (c) the Procurement Documents, including any addenda; (d) the successful proposal; and (e) any amendments executed in accordance with the terms of the Master Agreement;
- (l) “**Cooling Period**” has the meaning ascribed thereto in Section 4.8(c) (*Award of a Master Agreement*);
- (m) “**Disclosing Party**” means a Party that discloses Confidential Information in connection with the Procurement;
- (n) “**Dispute**” has the meaning ascribed thereto in Section 10.1 (*Legal Remedies for Disputes*) of this Agreement;
- (o) “**Dispute Notice**” has the meaning ascribed thereto in Section 10.2 (*Dispute Notice*);
- (p) “**Effective Date**” means the date this Agreement is effective as set out on the first page of this Agreement;
- (q) “**Eligible Purchaser**” means, with respect to a Procurement, an entity that would be capable of being a Purchaser under such Procurement and does not include a Party who has previously terminated its participation under this Agreement, or a Purchaser who has terminated a Purchase Agreement or failed to exercise an Option Year.

- (r) “**Event of Default**” has the meaning ascribed thereto in Section 9.1 (*Event of Default*) of this Agreement;
- (s) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time;
- (t) “**Force Majeure**” has the meaning ascribed thereto in Section 11.3 (*Force Majeure*) of this Agreement;
- (u) “**Goods and/or Services**” means in relation to a Procurement, the particular transit: (i) vehicles, (ii) equipment, (iii) technology, (iv) facilities, and/or (v) related supplies and services to be procured by the Purchasers from the Suppliers in accordance with the Contract;
- (v) “**Legislature**” has the meaning ascribed thereto in Section 5.1 (*Roles and Responsibilities of Metrolinx*) of this Agreement;
- (w) “**Manager**” means the Metrolinx representative responsible for the overall facilitation and administration of the Procurement initiative under Section 5.1 (*Roles and Responsibilities of Metrolinx*);
- (x) “**Master Agreement**” means the contract, including its schedules, to be entered into between Metrolinx and the Supplier to deliver the Goods and/or Services as they will be described in the relevant Procurement Documents and any other related supplies and services, or any part thereof;
- (y) “**Member**” means a person appointed by a Party as set out in Section 3.1 (*Steering Committee Membership*) and who is deemed authorized by virtue of such appointment to perform any action, and provide any required recommendations, instructions and approvals to complete a Procurement within the scope of this Agreement;
- (z) “**MERXTM**” means the electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations;
- (aa) “**Metrolinx**” means the Corporation Metrolinx as established under the *Metrolinx Act*, 2006, as amended from time to time;
- (bb) “**Metrolinx Member**” has the meaning ascribed thereto in Section 3.1 (*Steering Committee Membership*);
- (cc) “**MFIPPA**” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time;
- (dd) “**Municipal Act**,” means the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended from time to time;
- (ee) “**Options**” means a component, feature, service or material that is proposed and priced by the Proponent as an alternative (or an addition or deletion) to the Proponent’s standard component/feature/material/service for the Good and/or Services and as contained in the Technical Specifications and/or Scope of Work included in the Procurement Documents.
- (ff) “**Option Year**” has the meaning ascribed thereto in Section 2.1(g) (*Key Principles*) of this Agreement;
- (gg) “**Participation Fee**” has the meaning assigned in Section 2.1(i) (*Key Principles*) of this Agreement;
- (hh) “**Party**” means any one of the legal entities which have executed this Agreement, and “**Parties**” means more than one Party;
- (ii) “**Personnel**” means collectively, in the case of each Party, individuals who provide services to such Party or any of its contractors in connection with this Agreement, whether as employees or independent contractors, and includes the employees and independent contractors of the Party;
- (jj) “**Procurement**” means the process by which Metrolinx will, on behalf of the participating Purchasers, facilitate the joint public procurement of Goods and/or Services described in the Procurement Documents, and any other related supplies and services in accordance with this Agreement;

- (kk) **“Procurement Documents”** means the written tender document issued by Metrolinx for the joint procurement of Goods and/or Services and any supporting documentation posted on a Public Procurement Portal in connection with such tender;
- (ll) **“Procurement Policies”** means the procurement policies and directives in effect from time to time respecting the procurement of equipment, services and supplies applicable to Metrolinx;
- (mm) **“Project Inspector”** means the person or persons, if any, hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to perform inspection services at the Supplier’s facility on behalf of the Purchasers of the Goods and/or Services;
- (nn) **“Project Office”** means the office designated by Metrolinx as such from time to time by notice in writing to the other Parties;
- (oo) **“Project Officer”** means the technical expert, if any, that is hired by Metrolinx, as described in the Terms of Reference for the particular Procurement, to assist each Steering Committee and the Purchasers on technical issues related to the the planning of the Procurement, including the development of the Technical Specification, up until the point the Goods and/or Services are accepted by the Purchasers;
- (pp) **“Proponent”** means the legal entity that submits a proposal in response to a Procurement contemplated by this Agreement;
- (qq) **“Public Procurement Portal”** means a public, industry-accepted electronic tendering system used to connect suppliers of goods and services to people who purchase on behalf of governments and public sector organizations, such as MERX™;
- (rr) **“Purchase Agreement”** means the contract or contracts to be entered into between the Purchasers and the Supplier to deliver the Goods and/or Services as described in the Procurement Documents with any additional Options specified by each Purchaser;
- (ss) **“Purchaser”** means:
 - (i) a municipality, as defined under the *Municipal Act* or a transit authority including a transit commission or board or other persons or classes of persons as may be authorized under the *Municipal Act* with which a municipality is permitted to enter into an agreement for the Procurement;
 - (ii) a legal entity that provides public transit services for persons with disabilities within a municipality and on behalf of that municipality;
 - (iii) a legal entity in receipt of Provincial or municipal funding for its provision of transit services within the Province of Ontario; or
 - (iv) a Participating Metrolinx Division;

provided that such municipality, or entity has complied with the requirements of Section 6.1 (*Steps Required to Become a Purchaser*)
- (tt) **“Participating Metrolinx Division”** means any operating division of Metrolinx responsible for the provision of transit services (e.g. GO Transit, PRESTO, and UP Express), who, for the purposes of this Agreement, shall be considered a Purchaser and treated in accordance with the rights and obligations accruing to Purchasers hereunder, separate and distinct from Metrolinx and from each other Participating Metrolinx Division;
- (uu) **“Receiving Party”** means a party in receipt of Confidential Information;
- (vv) **“Required Terms”** has the meaning ascribed thereto in Section 5.3 (*No Metrolinx Liability*) of this Agreement;
- (ww) **“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, Provincial policy directions, and agreements with Authorities that now or at any time hereafter may

be applicable to either the Supplier, the Purchasers, the Master Agreement or the Goods and/or Services or any part of them;

- (xx) “**Schedules**” means the schedules listed in Section 1.2 (*Schedules and Order of Priority*) and forming a part of this Agreement, and any other schedules subsequently added in accordance with the terms of this Agreement, as each may be amended from time to time;
- (yy) “**Scope of Work**” means the description of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (zz) “**Steering Committee**” has the meaning ascribed to it in Section 3.1 (*Steering Committee Membership*);
- (aaa) “**Supplier**” means the successful Proponent(s) of a Procurement contemplated by this Agreement with whom Metrolinx enters into a Master Agreement;
- (bbb) “**Technical Specifications**” means the specific technical requirements of the Goods and/or Services to be included in the Procurement Documents and form a part of the Master Agreement with the Supplier;
- (ccc) “**Term**” has the meaning ascribed to it in Section 4.10 (*Term of this Agreement*);
- (ddd) “**Terms of Reference**” means the document setting out the specific terms of a particular Procurement that Metrolinx shall prepare, in consultation with the Steering Committee, substantially in the form attached hereto as Schedule C (Sample Terms of Reference), and which shall be acknowledged by the Steering Committee members representing those Purchasers that intend to participate in the particular Procurement, and shall form the basis of the Master Agreement for that Procurement; and
- (eee) “**Unanimous Written Consent**” means the written consent of all of the Members of the Steering Committee eligible to vote, which may be provided in the form of an e-mail confirmation, as described in Section 3.4 (*Quorum*).

SCHEDULE B COMMUNICATION POLICY

1. **The Parties agree that any communication with third parties in relation to a Procurement shall be carried out in accordance with the terms and conditions set out in this Agreement and in the communication policy described in this Schedule B (the “Communication Policy”).**
2. **The purpose of the Communication Policy is for Metrolinx and the Purchasers to coordinate the initial announcement of a joint Procurement award.**
3. **Metrolinx acknowledges that Purchasers have public reporting obligations and that Purchasers may make public communications in relation to a project related to a joint Procurement, including review, performance assessment and expectations. With the exception of paragraph (d) below, the Communication Policy does not apply to such project related communications by the Purchaser.**
4. **Before the results of any public Procurement process (including award) are officially communicated by Metrolinx (including but not limited to the name of the successful Proponent and any pricing or evaluation result details), such results are considered Confidential Information as defined in this Agreement and shall not be disclosed without the express consent of Metrolinx.**

SCHEDULE C SAMPLE TERMS OF REFERENCE

1. Objective

Metrolinx has entered into a Multi-Year Governance Agreement, effective February 1, 2019, with the transit service providers of various municipalities signatory thereto and certain other entities (the “**Purchasers**”) in order to facilitate the joint procurements of transit system vehicles, equipment, technology, facilities and related supplies and services (the “**Governance Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Governance Agreement.

Pursuant to the terms and conditions set out in the Governance Agreement, Metrolinx now wishes to facilitate the joint procurement (the “**Procurement**”) of [insert a brief description of the goods and/or services to be procured] (the “**Deliverables**”), as described more fully below under [Technical Specifications/Scope of Work]. The purpose of these Terms of Reference (“**TOR**”) is to set out the terms upon which Metrolinx proposes to facilitate the Procurement and enter into a Master Agreement with the Supplier, under the terms and conditions set out in the Governance Agreement. Metrolinx reserves the right to amend these Terms of Reference at any time with notice to the Purchasers.

2. Prospective Purchasers

The following Purchasers have indicated an interest in participating in the Procurement:

[Insert the list of the Purchasers who have expressed an interest in participating in the Procurement.]

It is noted that, as set out in the Governance Agreement, participation by Purchasers in any joint Procurement is voluntary up to five (5) Business Days following the Steering Committee’s recommendations that Metrolinx enter into a Master Agreement with the successful Supplier, pursuant to Section 4.8 of the Governance Agreement (Award of a Master Agreement). If a Purchaser decides not to participate in a particular Procurement within these five (5) Business Days, it shall (i) no longer have any rights with respect to participation on the Steering Committee in relation to the relevant Procurement, (ii) shall not thereafter be permitted to become an Eligible Purchaser for that particular Procurement, and (iii) in accordance with Section 8.2 (*Conflict of Interest and the Receipt of Confidential Information*), shall not be entitled to contract with the Supplier for the purchase of Goods and/or Services which were the subject matter of the particular Procurement, during the initial term of the relevant Master Agreement.

3. Term

The proposed Master Agreement shall have a term of [insert number of years] years. [Include a description of any Option Years, if applicable.]

4. Projected Timetable

The following timetable is tentative only, and may be changed by Metrolinx at any time in its sole discretion.

| Event | Date |
|-------|------|
| | |
| | |
| | |
| | |
| | |
| | |

5. **Technical Specifications / Scope of Work**

[Insert summary of the Technical Specifications/Scope of Work of the Deliverables.]

6. **Procurement Process**

(a) Evaluation

As described more fully in the Procurement Documents, the proposals will be evaluated using the following criteria:

- (i) [Insert evaluation criteria – i.e. total contract price, proponent qualifications, etc.]

7. **Services to be Provided by Metrolinx¹**

(a) Joint Procurement Initiative

Metrolinx will fund the services of its internal Transit Procurement Initiative Project Team to assist the Steering Committee, Technical Committee and Purchasers on the planning of the Procurement, including the development of the RFP & Technical Specifications, support during pre-production meetings, up until the point the Goods and/or Services are accepted by the Purchasers, and Contract Management related issues during the contract period. The cost for such services are currently funded by the Metrolinx operating budget, a Participation Fee may apply if Metrolinx, in its sole discretion, deems that funding support is required.

(b) Fairness Commissioner

Metrolinx shall alone and in its sole and absolute discretion, procure, retain and provide funding for the services of an independent fairness commissioner. The fairness commissioner will be a third party observer who provides independent confirmation that the Procurement is open, fair and transparent and complies with the terms and conditions of the Procurement Documents and any Procurement Policies required to be followed by Metrolinx.

(c) Third Party Inspection Services

The Steering Committee may decide that inspection services are required for the Procurement. This third party supplier shall perform inspection services of the buses at the Supplier's facility, or dealer location, on behalf of the Purchasers. The cost for such services shall be identified and included in the Participation Fee unless Metrolinx decides, in its sole discretion, to pay for such cost.

(d) Configuration Checklist

If Metrolinx and the Steering Committee determine that third party inspection services are unnecessary at the Supplier's facility or dealer location. Metrolinx shall create a configuration checklist which is to be reviewed by the Steering Committee and the Supplier shall conduct pre-delivery inspections according to such checklist. Post-delivery inspections will be conducted by each Purchaser. Any participating Purchaser may retain and fund their own inspection services.

8. **[Participation Fee]²**

[Each Purchaser shall pay a participation fee equal to \$[] for each [insert name of Good/Service] purchased by the Purchaser during the Term of the Master Agreement and during any Option Year, inclusive of applicable taxes, to be remitted to Metrolinx.]

9. **Amendment**

¹ Note to Draft: To include each of the below clauses if applicable.

² Note to Draft: To be included if applicable.

Metrolinx reserves the right to amend, change or supplement these TOR at any time in its sole discretion upon notice to the Steering Committee. Metrolinx will consult with the Steering Committee prior to amending, changing or supplementing the TOR.

[Remainder of page intentionally left blank]

ACKNOWLEDGEMENT OF TERMS OF REFERENCE:

Re: [Insert name of Procurement]

I, [insert name of Steering Committee Member], a member of the Steering Committee Member representing [insert name of Purchaser], having read and understood these Terms of Reference, hereby acknowledge that the Terms of Reference are the terms upon which Metrolinx proposes to facilitate the joint Procurement of [insert name of Deliverables] and enter into a Master Agreement with the successful Proponent, subject to the Governance Agreement, effective [insert effective date].

Signature of Steering Committee Member

Date

SCHEDULE D
PURCHASER INFORMATION SHEET

1. **Legal name of organization**

[Insert legal name of municipality/Purchaser]

2. **Contact information**

Mailing address, e-mail and fax number for notices:

E-mail: _____

Fax: _____

| | | |
|----|----------------------------------|-------------------------|
| 3. | Steering Committee Member | Alternate Member |
|----|----------------------------------|-------------------------|

| | | |
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| Title: | | |
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| Address: | | |
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| Telephone #: | | |
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| Fax #: | | |
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SCHEDULE E
SAMPLE COUNCIL/BOARD/COMMISSION BY-LAW/RESOLUTION

The Council/Board/Commission for

[Insert legal name of municipality/Purchaser]

hereby authorizes the future signing by

[Insert title of agent authorized to sign on behalf of municipality/Purchaser]

of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx effective as of April 1, 2019 (the “**Governance Agreement**”) for the purpose of purchasing certain transit system vehicles, equipment, technology, facilities and related supplies and services on an exclusive basis from suppliers selected pursuant to public procurement processes facilitated by Metrolinx, on terms and conditions set out in the relevant procurement documents and in the Governance Agreement between, among others, Metrolinx and

[Insert legal name of municipality/Purchaser]

In addition, the Council/Board/Commission authorizes

[Insert title of Steering Committee Member]

to perform any action, and provide any required recommendations, instructions and approvals to complete the procurements within the scope of the Governance Agreement, to appoint Alternate Members to the Steering Committee to perform the above in their absence, and to exercise the Council/Board/Commission’s rights of early termination in accordance with Section 9.6 (*Termination Without Cause by a Purchaser*) of the Governance Agreement.

This By-law/Resolution was adopted by the Council/ Board/Commission of

[Insert legal name of municipality/Purchaser]

on _____, 20__.

Member of Council/Governing Board/Commission

Member of Council/Governing Board/Commission

SCHEDULE F CONFIRMATION AGREEMENT

THIS INSTRUMENT of accession forms part of a Multi-Year Governance Agreement for Joint Transit Procurements Facilitated by Metrolinx, made as April 1, 2019, together with the Schedules attached thereto, as each may be amended, restated, supplemented or otherwise modified from time to time, by and among Metrolinx and certain other parties (the “**Governance Agreement**”). Capitalized terms used herein have the meanings ascribed to them in the Governance Agreement.

WHEREAS pursuant to Section 6.3 of the Governance Agreement, Metrolinx has the right to add Purchasers as Parties to the Governance Agreement, and, once added as a Party such proposed Purchaser shall become a Purchaser;

AND WHEREAS [name of new Purchaser] was a party to the Former Governance Agreement and is a Purchaser, as that term is defined in the Governance Agreement, and wishes to be added as a Party to, and become a Purchaser under, the Governance Agreement;

NOW THEREFORE in consideration of the mutual covenants of the Parties set out in the Governance Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [insert name of new Purchaser] and Metrolinx hereby agree as follows:

- (a) This Confirmation Agreement is a counterpart to the Governance Agreement and that, by execution and delivery hereof, [insert name of new Purchaser] becomes and agrees to be a Party to the Governance Agreement.
- (b) Subject to (i) [insert name of new Purchaser]’s compliance with the requirements set out in Section 6.1 of the Governance Agreement and (ii) the limitations set out in Section 6.3 of the Governance Agreement, [insert name of new Purchaser] shall become a Purchaser for all purposes contemplated in the Governance Agreement.
- (c) [insert name of new Purchaser] hereby agrees:
 - (i) to be bound by, and hereby confirms, all covenants, agreements, representations, warranties, consents, submissions, appointments and acknowledgements attributable to or made by a Purchaser in the Governance Agreement;
 - (ii) to perform any and all obligations required of a Purchaser by the Governance Agreement; and
 - (iii) that the representations and warranties set forth in the Governance Agreement and applicable to [insert name of new Purchaser] are true and correct as at the effective date of this Confirmation Agreement.
- (d) This Confirmation Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have caused this Confirmation Agreement to be duly executed as of _____.

[PURCHASER]

METROLINX

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I have authority to bind the company.

Per: _____
Name: _____
Title: _____

I/We have authority to bind the company.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT COVID-19: Phase 3 Summer 2020 Operations Service Level Changes

SUMMARY

Report No. R 81/2020 recommending that Administration be directed to implement the Phase 3 Summer 2020 Operations service level changes as outlined in the report. (Distributed separately)

Corporate Report

| | | | |
|---------------------------------|------------------------------------------|-------------------|-----------|
| DEPARTMENT/ DIVISION | Community Services - Transit Services | REPORT NO. | R 82/2020 |
| DATE PREPARED | 07/06/2020 | FILE NO. | |
| MEETING DATE | 07/20/2020 (mm/dd/yyyy) | | |
| SUBJECT | COVID 19: Safety Measures on Transit | | |

RECOMMENDATION

For information only.

EXECUTIVE SUMMARY

This Report is in response to a resolution of Council at the June 22, 2020 Committee of the Whole meeting to provide an information report relative to the public messaging completed to date relative to COVID-19 public health considerations for transit users.

DISCUSSION

Precautionary measures to protect the health and safety of transit passengers, operators and the general public have been guided by public health officials (federal, provincial and local), Provincial orders and guidelines, transit industry associations, Council direction, and directives of the City's Emergency Response Team.

Between mid March to mid May 2020, during the first phase of the pandemic, key messages regarding public transit use included:

1. Essential trips only (ie travel to essential work places, medical appointments, or grocery shopping) - avoid all non-essential travel.
2. Do not use public transit if you are feeling unwell or have travelled outside Canada within the past 14 days.
3. Practice physical distancing – be courteous to fellow riders and move to an open space when travelling.
4. Do not loiter at bus stops, terminals or onboard buses.

These messages were communicated through the City's website, internal and external media releases, the use of social media, the posting of notices on the buses, and in response to public inquiries to Thunder Bay Transit's customer service line.

As part of the City's COVID-19 response for public transit and to protect conventional transit operators, entry/exit of conventional buses by the rear doors was implemented on March 21, 2020, with exception to those passengers requiring an accessible entrance through the front door, resulting in the suspension of fare collection. Communication of these new temporary procedures were promoted through the City's website, internal and external media releases, the use of social media, the posting of notices on the buses, and in response to public inquiries to Thunder Bay Transit's customer service line.

Effective April 6, 2020, the Manager, Transit Services, as per Council approval was delegated the authority to make decisions relative to services changes in response to the current pandemic and ridership. A reduced service schedule was implemented, with exceptions for the popular conventional transit routes, based on reduced transit ridership overall and to facilitate the deployment of buses, where feasible, to help mitigate overcrowding on buses. Communication regarding the schedule changes was implemented the City's website, internal and external media releases, the use of social media, the posting of notices on the buses, and in response to public inquiries to Thunder Bay Transit's customer service line.

By mid April, 2020 public health messaging made reference to the use of non-medical face coverings, with some exceptions, as an additional measure to stay at home, maintain a physical distance of 2 metres, and frequent handwashing to contain the spread of COVID-19, especially where physical distancing is not possible, such as traveling by public transit and/or as an additional layer of protection. The City amended its internal and external messaging, strongly encouraging the use of non-medical facial coverings, and distributed this message through the following channels:

External:

1. Media Releases (June 9, 11, 17)
2. Social Media Post – Mayor's Message (June 18)
3. Mayor's Community Address Videos (May 21, 26, June 10)
4. City Website Emergency Alert Banner Message – since May 22
5. Thunder Bay Transit website – since April 3, referencing the City of TBay's/coronavirus website
6. Thunder Bay Transit media interviews (March 20, 31, April 3, 20 and June 2)
7. Recreation and Culture – virtual programming – through Child/Youth Section (No Sew Masks – May 28) and Youth Inclusion Program (Tutorial – early April).

Internal:

1. City Manager's Address to all City Staff (April 15)
2. Safety Talks posted to COVID-19 Intranet Page and Staff Portal - 3 different safety talks related to use of cloth mask, donning/doffing of masks, considerations regarding the use of masks, gloves (April 30, May 11)
3. Health and Safety Procedure – Temporary during COVID-19 – posted to Intranet Page and Staff Portal, with requirement that Supervisors inform staff (May 28).

Thunder Bay Transit's Measures/Information Messaging to combat COVID-19

In response to the COVID-19 pandemic, protective measures to protect transit customers and employees have been created based upon guidance and information from the Thunder Bay District Health Unit Ministry of Transportation (MTO's) Guidance for Public Transit Employers & Passengers in Response to COVID-19 published June 11th, Canadian Urban Transit Association's COVID-19 Guidance for the public transit industry and the City of Thunder Bay's COVID-19 response measures and resources.

Customer Service, Staff & Administration (commencing March 21, 2020)

1. Closed customer service counters during periods of no fare collection and offer customer service by phone, email and by appointment only
2. Communicated COVID-19 information to all employees, including but not limited to sanitization of workplaces, equipment, proper hygiene & respiratory etiquette
3. Provided hand sanitizer for employees at workstations and entry points to employee areas
4. Provided staff with non-medical masks and gloves for their use
5. Encouraged the use of hand washing and hand sanitizer through signs
6. Provided clear guidance to employees to identify when they are unfit to report for work due to virus symptoms.

Capacity on Vehicles (commencing April 6, 2020)

1. Modification/reduction of service on lesser used routes to redirect those resources to busier routes/times of day/busier days to cope with fluctuating ridership demands and attempt to keep buses at half seated loads or approximately no more than 15 people on a bus at any one time.

Onboard Transit Vehicles (commencing March 21, 2020)

1. Enhanced daily vehicle cleaning and disinfecting of high touch areas
2. Suspended fare collection and introduce rear door entry/exit only except for those requiring accessible access
3. Placed seats out of service behind Operators compartment and physically limited public access to the operators area
4. Provided operators of Specialized Transit with additional PPE, including face shields and gloves in instances where they will be physically assisting passengers (as of mid May)
5. Provided hand sanitizer for operator use (as of mid May)

Public Communications (commencing March 21, 2020)

1. Instructed passengers to not use public transit if feeling unwell – travel for essential purposes only
2. Advised passengers to be patient and practice physical distancing at bus stops and on the bus
3. Advised physical distancing may be challenging or not possible when using public transit and strongly recommended customers wear a cloth mask or face covering when travelling on Thunder Bay Transit (as of mid April).

Ongoing Public Communications

As part of the recovery plan to resume fare collection, by July 20 electronic, print and onboard bus public communications to reinforce public health COVID-19 Safety Tips for passengers will continue. An example of that messaging is as follows:

SAFETY TIPS FOR PASSENGERS – SHOW YOU CARE

As a transit passenger, you can do your part to stop the spread of germs and viruses. Follow Public Health recommendations and:

1. Stay home if you're not feeling well
2. Avoid contact with people who are sick
3. Wash your hands often with warm water and soap or an alcohol-based hand sanitizer
4. Cover your coughs & sneezes with a tissue, or your upper sleeve or elbow
5. Avoid touching your eyes, nose, and mouth
6. Wear a mask while riding public transit
7. Give space to others – practice physical distancing (2m/6ft between others)
8. Avoid all unnecessary travel and consider travelling during non-peak times when there are greater physical distancing opportunities.

Thank you for doing your part in protecting our loved ones and our community.

FINANCIAL IMPLICATION

There are no net new financial implications with this report.

CONCLUSION

It is concluded that this Report summarizes public messaging completed to date relative to COVID-19 public health considerations for transit users.

BACKGROUND

At the June 22, 2020 Committee of the Whole meeting, in response to a motion by Councillor Peng You dated June 19, 2020 relative to safety measures on transit, Council resolved that Administration report back by July 20, 2020 on public messaging relative to COVID-19 public health considerations for transit users.

At the June 15, 2020 Committee of the Whole meeting, Council approved the purchase and installation of temporary bio-shields in conventional buses, the reintroduction of the frontloading

of conventional transit, and amended transit fares by July 20, 2020 (R72/2020 – Corporate Services and Long Term Care – Update on Cost Containment – COVID-19 Pandemic).

At the May 4, Committee of the Whole meeting, a revised motion by Councillor Ruberto dated April 29, 2020, relative to advocacy and the wearing of masks, and recommending that City Council advocate for an Order in Council from the Province or a change in legislation that requires the use of masks by all individuals when attending indoor public spaces and while riding public transit in response to the COVID-19 pandemic, was lost.

At the March 30, 2020 Committee of the Whole meeting, as part of the City of Thunder Bay's COVID-19 response, Council delegated authority to the Manager – Transit Services to create, implement, and further amend a reduced service plan in consultation with the Director – Human Resources, until the Province terminates the current state of emergency.

As part of the City's COVID-19 response for transit and to protect conventional transit operators, entry/exit of conventional buses by the rear doors was implemented on March 21, 2020, with exception to those passengers living with a disability, requiring accommodation through front loading, resulting in the suspension of fare collection.

REFERENCE MATERIAL ATTACHED:

Banner - Travel Smart on Public Transit

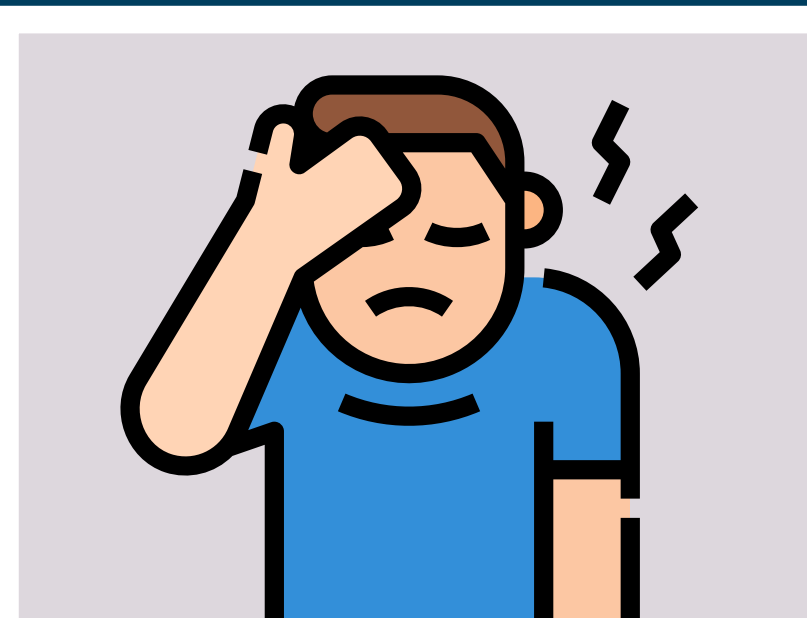
PREPARED BY: KELLY ROBERTSON, GENERAL MANAGER – COMMUNITY SERVICES

| | |
|------------------------------------------------------------------|---------------|
| THIS REPORT SIGNED AND VERIFIED BY: (NAME OF GENERAL MANAGER) | DATE: |
| Kelly Robertson, General Manager, Community Services | July 10, 2020 |

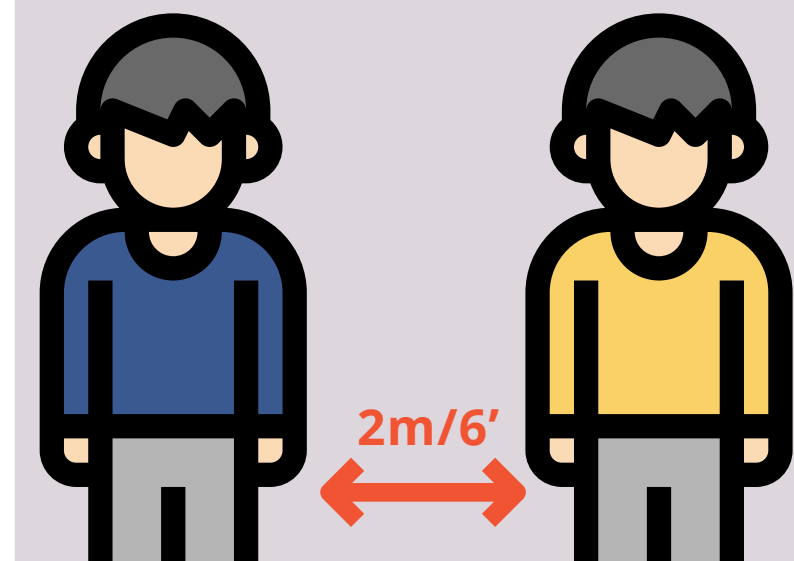


Travel Smart on Public Transit

Show you care



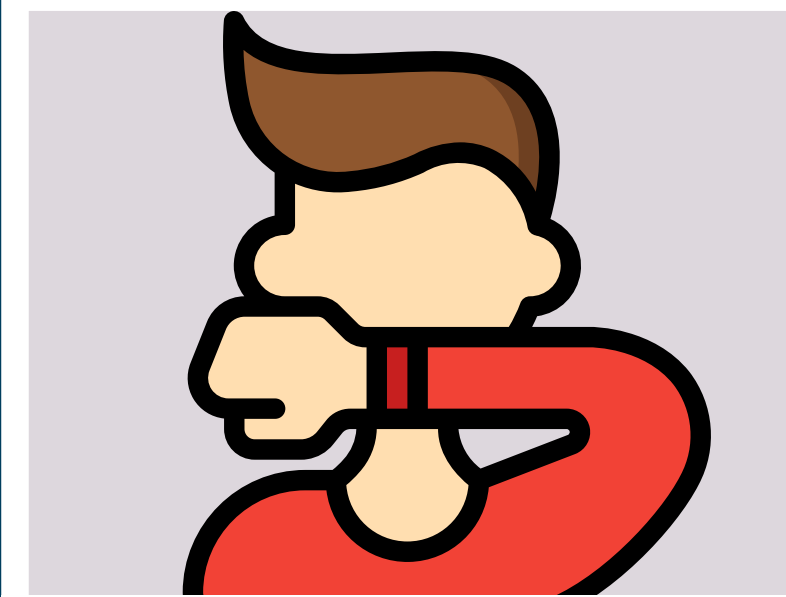
**If you are sick,
please stay home**



**Give space to others as
much as possible**



Wear a face covering
We strongly recommend wearing
a mask or face covering where physical
distancing is not possible



**Cover your mouth and nose
when you cough or sneeze**



**Wash your hands often
with soap and water**



Sanitize
Carry and use alcohol-based hand
sanitizer when soap and water is
not available

Tel: (807) 684-3744, Email: transit@thunderbay.ca, Website: thunderbay.ca/transit

CITY OF
Thunder Bay
Superior by Nature

TRANSIT

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Multi-Use Indoor Sports Facility - Project Advancement

SUMMARY

Report No. R 74/2020 (Community Services - Asset Management) containing recommendations relative to the above noted. (Distributed separately)

Memorandum from Mr. G. Broere, Director – Asset Management, dated July 6, 2020 requesting the opportunity for Stantec Architecture to provide a presentation relative to the above noted.

This report is being introduced as a 'first report' to allow Committee of the Whole and the general public time to consider the implications of the report before the recommendations are considered by Committee of the Whole on July 27, 2020.

ATTACHMENTS

1 G Broere memo dated July 6 2020

Memorandum

Office of the City Manager

Fax: 623-1164

Telephone: 625-2224

TO: Ms. K. Power, City Clerk

FROM: Mr. G. Broere, Director – Asset Management

DATE: July 6, 2020

SUBJECT: R 74/2020 Multi-Use Indoor Sports Facility - Project Advancement
Committee of the Whole – July 20, 2020

We request the opportunity for Stantec Architecture to present its Multi-Use Indoor Turf Facility at Committee of the Whole on July 20, 2020. The presentation will be approximately 20 minutes in length.

Mr. G. Broere will introduce the presentation.

The presenters are as follows;

- Matt Vodrey -- Project Manager - Stantec Architecture
- Derek Ryall -- Project Design Lead - Stantec Architecture
- Dean Stewart – Principal in Charge, Stantec Architecture
- Mark Greatrix – Architect of Record, Stantec Architecture

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Receive Report No. R 74/2020 as a First Report

SUMMARY

Recommendation to receive Report No. R 74/2020 as a First Report.

RECOMMENDATION

With respect to Report No. R 74/2020 (Community Services – Asset Management) we recommend that the Report be received;

AND THAT Report No. R 74/2020 (Community Services – Asset Management) be re-presented at the July 27, 2020 Committee of the Whole meeting for consideration.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Thunder Bay Transit Service Changes During the COVID-19 Pandemic

SUMMARY

Memorandum from Mayor B. Mauro, dated July 7, 2020 containing a motion requesting information relative to the above noted.

RECOMMENDATION

With respect to the Thunder Bay Transit Service changes during the COVID-19 Pandemic, we recommend that Administration provide Council with information relative to the changes that were introduced and the impact of those changes;

AND THAT the report include Administration's strategy to mitigate the lost revenue from April 1, 2020 to July 19, 2020;

AND THAT Administration report to Council on or before August 10, 2020;

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

ATTACHMENTS

1 B Mauro memo dated July 7 2020

Memorandum

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

TO: Ms. Krista Power, City Clerk

FROM: Mayor Bill Mauro

DATE: July 7, 2020

SUBJECT: Motion to Provide report about Thunder Bay Transit Service changes during the COVID-19 Pandemic
Committee of the Whole – July 20, 2020

On March 30, 2020, Council passed a resolution providing the Transit Services the authority to implement reduced hours seven days/week and that Transit report back, as necessary, any further reductions. This authority started on April 1, 2020 and is in place until the Province terminates the current state of emergency and/or further direction is received from Council. Through previous reports to Council it was estimated that ridership has declined approximately 55% and lost revenue is approximately \$420,000/month.

I believe that it is imperative for Council to receive information relative to the changes that were implemented, the impact of those changes as well as the strategy to mitigate the lost revenue.

I present the following motion for City Council's consideration,

With respect to the Thunder Bay Transit Service changes during the COVID-19 Pandemic, we recommend that Administration provide Council with information relative to the changes that were introduced and the impact of those changes;

AND THAT the report include Administration's strategy to mitigate the lost revenue from April 1, 2020 to July 19, 2020;

AND THAT Administration report to Council on or before August 10, 2020;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Wearing of Masks – Medical Officer of Health

SUMMARY

Memorandum from Mayor B. Mauro, dated July 6, 2020 recommending that The Thunder Bay District Health Unit be requested to provide their recommendation with respect to issuing an Order to require individuals to wear a mask or face covering.

Correspondence from Mr. W. Agostino, dated July 7, 2020 requesting to provide a deputation relative to the above noted.

Correspondence from Mr. S. Assad, dated July 9, 2020 requesting to provide a deputation relative to the above noted.

Correspondence from Ms. M. Jameus, dated July 10, 2020 requesting to provide a deputation relative to the above noted.

RECOMMENDATION

With Respect to the current State of Emergency relative to the COVID-19 pandemic and the risk of spreading the virus in our community; and as we rely on public health professionals for recommendations on ways to prevent the spread of the virus, we acknowledge that Public Health Units have the authority to impose restrictions;

AND THAT municipalities have been advised that at the local level there is greater certainty that local Medical Officers of Health have the legal ability to mandate mask use by the public pursuant to their powers under the Health Protection and Promotion Act;

AND THAT medical professionals and senior levels of government are now recommending the wearing of face coverings in public spaces;

AND THAT medical professionals are anticipating a second wave of the virus in the fall which will be coincide with the regular flu season;

AND THAT some Public Health Units and municipalities in Ontario have issued Orders requiring individuals to wear a mask, or face covering, in public areas, we request that The Thunder Bay District Health Unit provide their recommendation with respect to issuing an Order to require individuals to wear a mask or face covering; the Order which would be defined by the

Thunder Bay District Health Unit, and include appropriate exceptions, including those related to accessibility for people with disabilities;

AND THAT this Resolution be forwarded to Dr. J. DeMille, Medical Officer of Health and all municipalities served the Thunder Bay District Health Unit;

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

ATTACHMENTS

- 1 B Mauro memo dated July 6 2020
- 2 Deputation request - W Agostino
- 3 Deputation request - S Assad
- 4 Deputation request - M Jameus

Memorandum

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

TO: Krista Power, City Clerk

FROM: Mayor Bill Mauro

DATE: July 6, 2020

SUBJECT: Request – Wearing of Masks – Medical Officer of Health
Committee of the Whole – July 20, 2020

As information has evolved within the COVID-19 Pandemic there have been changes to public health guidelines including recommendations and in some cases a mandatory requirement to wear masks. Public Health messaging from our own Medical Officer of Health – Dr. Janet DeMille supports that wearing a mask is recommended in areas and situations where physical distancing is not achievable.

It is my request that Council consider the importance of advocating to the Medical Officer of Health, Dr. Janet DeMille with respect to the benefit of issuing a Public Health Order that requires individuals to wear a mask in public areas in Thunder Bay with exceptions as appropriate.

As such, I offer the following motion for Council’s consideration;

With Respect to the current State of Emergency relative to the COVID-19 pandemic and the risk of spreading the virus in our community; and as we rely on public health professionals for recommendations on ways to prevent the spread of the virus, we acknowledge that Public Health Units have the authority to impose restrictions;

AND THAT municipalities have been advised that at the local level there is greater certainty that local Medical Officers of Health have the legal ability to mandate mask use by the public pursuant to their powers under the *Health Protection and Promotion Act*”;

AND THAT medical professionals and senior levels of government are now recommending the wearing of face coverings in public spaces;

AND THAT medical professionals are anticipating a second wave of the virus in the fall which will coincide with the regular flu season;

AND THAT some Public Health Units and municipalities in Ontario have issued Orders requiring individuals to wear a mask, or face covering, in public areas, we request that The Thunder Bay District Health Unit provide their recommendation with respect to

issuing an Order to require individuals to wear a mask or face covering; the Order which would be defined by the Thunder Bay District Health Unit, and include appropriate exceptions, including those related to accessibility for people with disabilities;

AND THAT this Resolution be forwarded to Dr. J. DeMille, Medical Officer of Health and all municipalities served the Thunder Bay District Health Unit;

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

Hello,

Please note the following response to Speak to City Council has been submitted at Tuesday July 7th 2020 7:43 PM with reference number 2020-07-07-021.

- **Please state what agenda item you would like to speak about:**
Mandatory masks
- **If you would like to speak to City Council about another topic not associated with an agenda item, please state topic here (if applicable):**
Mandatory masks
- **What are you requesting from Council?**
other:
- **If other:**
Speak about why mandatory masks are not only more harmful and extremely unhealthy to citizens on a whole, but also against the charter of rights and freedoms by forcing ideology, not science, on the citizens of Thunder Bay.
- **Have you already been in contact with City Administration in regards to the subject matter of your deputation request?**
No
- **Please select the date of the meeting:**
Committee of the Whole - Monday, July 20th
- **First name:**
Wayne
- **Last name:**
Agostino
- **Email:**
Wayne_Agostino@hotmail.com
- **Phone:**
(807) 356-3315

Hello,

Please note the following response to Speak to City Council has been submitted at Thursday July 9th 2020 2:51 PM with reference number 2020-07-09-032.

- **Please state what agenda item you would like to speak about:**
ON
- **If you would like to speak to City Council about another topic not associated with an agenda item, please state topic here (if applicable):**
Thunder Bay
- **What are you requesting from Council?**
other:
- **If other:**
To show an educational video I have made specifically for the mask debate... I require 45 minutes to communicate this vital information to council
- **Have you already been in contact with City Administration in regards to the subject matter of your deputation request?**
No
- **Please select the date of the meeting:**
Committee of the Whole - Monday, July 20th
- **First name:**
sheldon
- **Last name:**
assad
- **Email:**
sheldonassad2@hotmail.com
- **Phone:**
(807) 853-1961
- **Please note the names of the presenters that will be attending with you:**
n/a

Hello,

Please note the following response to Speak to City Council has been submitted at Friday July 10th 2020 1:53 PM with reference number 2020-07-10-032.

- **Please state what agenda item you would like to speak about:**
Mandatory masks
- **What are you requesting from Council?**
other:
- **If other:**
To not pass this motion
- **Have you already been in contact with City Administration in regards to the subject matter of your deputation request?**
No
- **Please select the date of the meeting:**
Committee of the Whole - Monday, July 20th
- **First name:**
Michelle
- **Last name:**
Jameus
- **Email:**
mjameus@hotmail.com

Phone:
(613) 619-4842

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Stop Arm Cameras

SUMMARY

Memorandum from Councillor B. McKinnon, Chair - Inter-Governmental Affairs Committee, dated June 26, 2020 recommending that Administration report back relative to the City's responsibility and role relative to the installation of stop arm cameras on school buses.

RECOMMENDATION

With respect to the Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 26, 2020, we recommend that Legal Services determine the City's responsibility and role relative to the installation of stop arm cameras on school buses;

AND THAT Administration be directed to report back to Council with their findings on or before November 30, 2020.

ATTACHMENTS

1 B McKinnon memo dated June 26 2020

Memorandum

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

TO: Krista Power, City Clerk

FROM: Brian McKinnon, Chair – Inter-Governmental Affairs Committee

DATE: June 26, 2020

SUBJECT: Stop Arm Cameras Review
Committee of the Whole – July 20, 2020

At the January 13, 2020 meeting, the Committee passed a motion to create a working group to complete a benchmarking exercise of municipalities that have installed stop arm cameras. It was later decided at the June 8, 2020 meeting that the work should be completed by Administration to determine the City's responsibility relative to the installation of stop arm cameras on school buses.

The Committee has passed a resolution recommending that I provide Council with this information and the following motion for consideration,

With respect to the Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee dated June 26, 2020, we recommend that Legal Services determine the City's responsibility and role relative to the installation of stop arm cameras on school buses;

AND THAT Administration be directed to report back to Council with their findings on or before November 30, 2020.

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Community and Supportive Housing

SUMMARY

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee, dated June 12, 2020 recommending that City Council appeal to the Provincial and Federal Governments to increase funding for homeless prevention initiatives, mental health supports and programs and services for those dealing with addiction, re-presented.

RECOMMENDATION

With Respect to the additional need for mental health and addictions supports, including treatment, transitional and supportive housing in the District of Thunder Bay, we recommend that City Council appeal to the Provincial and Federal Governments to increase funding for homeless prevention initiatives, mental health supports and programs and services for those dealing with addiction;

AND THAT City Council call upon the Ministry of Health to facilitate the development of a stronger partnership between municipalities, Service Managers and the North West LHIN with additional resources committed to mental health and addictions agencies for direct supports and supportive housing.

AND THAT City Council call upon the Ministry of Health to provide additional capital and operating funding to support health partners to assist more people in treatment facilities.

AND THAT City Council call upon the Ministry of Municipal Affairs and Housing to provide additional capital and operating funding to support housing and health partners to assist more people through enhanced transitional housing opportunities;

AND THAT City Council call upon the Ontario government to support the development of a Coordinated Housing Access System, in part, by aligning current financial resources for homelessness services with federal commitments to help streamline the process to access housing and supports.

AND THAT a copy of the resolution, once approved by City Council, be distributed to the Honourable Patty Hajdu, Minister of Health; the Honourable Ahmed Hussen, Minister of Families, Children and Social Development; the Honourable Seamus O'Regan, Minister of Indigenous Services; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Doug Ford, Premier of Ontario; the Honourable Christine Elliot, Minister of Health; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions; the Honourable Greg Rickford, Minister of Indigenous Affairs; the District of Thunder Bay Social Services Administration Board; North West LHIN; and the Northwestern Ontario Municipal Association;

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

ATTACHMENTS

1 B McKinnon memo dated June 12 2020

Memorandum

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

TO: Members of Council

FROM: Councillor B. McKinnon, Chair – Intergovernmental Affairs Committee

DATE: Friday, June 12, 2020

SUBJECT: Seeking of Support – Community and Supportive Housing Resolution
Committee of the Whole – June 22, 2020

At the Intergovernmental Affairs (IGA) meeting held June 8, 2020 a memo was presented by Mr. N. Gale, City Manager, dated June 3, 2020, in relation to community and supportive housing in Thunder Bay. At the time, a motion of support was passed and further requesting presentation to Committee of the Whole – June 22, 2020 for consideration.

At this time, the following motion is being presented to the Committee of Whole meeting to be held on June 22, 2020 for City Council's consideration:

With Respect to the additional need for mental health and addictions supports, including treatment, transitional and supportive housing in the District of Thunder Bay, we recommend that City Council appeal to the Provincial and Federal Governments to increase funding for homeless prevention initiatives, mental health supports and programs and services for those dealing with addiction;

AND THAT City Council call upon the Ministry of Health to facilitate the development of a stronger partnership between municipalities, Service Managers and the North West LHIN with additional resources committed to mental health and addictions agencies for direct supports and supportive housing.

AND THAT City Council call upon the Ministry of Health to provide additional capital and operating funding to support health partners to assist more people in treatment facilities.

AND THAT City Council call upon the Ministry of Municipal Affairs and Housing to provide additional capital and operating funding to support housing and health partners to assist more people through enhanced transitional housing opportunities;

AND THAT City Council call upon the Ontario government to support the development of a Coordinated Housing Access System, in part, by aligning current financial resources for homelessness services with federal commitments to help streamline the process to access housing and supports.

AND THAT a copy of the resolution, once approved by City Council, be distributed to the Honourable Patty Hajdu, Minister of Health; the Honourable Ahmed Hussen, Minister of Families, Children and Social Development; the Honourable Seamus O'Regan, Minister of Indigenous Services; Mr. Marcus Powlowski, MP Thunder Bay-Rainy River; the Honourable Doug Ford, Premier of Ontario; the Honourable Christine Elliot, Minister of Health; the Honourable Steve Clark, Minister of Municipal Affairs and Housing; the Honourable Michael Tibollo, Associate Minister of Mental Health and Addictions; the Honourable Greg Rickford, Minister of Indigenous Affairs; the District of Thunder Bay Social Services Administration Board; North West LHIN; and the Northwestern Ontario Municipal Association;

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

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Vacancy Review

SUMMARY

At the January 29, 2020 Committee of the Whole (2020 Capital and Operating Budget) meeting, a resolution was passed directing Administration to suspend hiring for all vacant positions in the City of Thunder Bay until receipt of the Phase 2 Program and Services Review and directing Administration to report back on the savings realized as a result of this course of action on or before June 29, 2020.

At the June 22, 2020 Committee of the Whole meeting, a memorandum from Ms. M. Panizza, Director – Human Resources & Corporate Safety, dated June 17, 2020, relative to the above noted was deferred to the July 20, 2020 meeting.

Memorandum from Ms. M. Panizza, Director – Human Resources & Corporate Safety, dated June 17, 2020, relative to vacant positions, re-presented, for information.

ATTACHMENTS

1 M Panizza memo dated June 17 2020

MEMORANDUM

TO: Members of City Council

FROM: Norm Gale, City Manager

DATE: June 17, 2020

SUBJECT: Vacancy Review

In follow-up to direction given by Council on January 29, 2020, the savings realized as a result of the City Manager's review of hiring for vacant positions is \$332,207 (to June 30, 2020). Note that \$229,425 of these savings has already been identified in the first quarter 2020 variance.

Background:

During the January 29, 2020 Committee of a Whole Budget meeting, Council directed that:

We recommend that hiring for all vacant positions in the City of Thunder Bay be suspended until receipt of the Phase 2 Program and Services Review;

AND THAT the City Manager be tasked with approval of any necessary hires and consider for each hire whether the position:

- *is required to achieve client to service ratios (i.e. Day Nurseries Act);*
- *is required to ensure the City is compliant with other statutory or regulatory requirements;*
- *is necessary to maintain CTB mandated operations service levels (i.e. emergency services, Pioneer Ridge, transit, etc.);*
- *receives 100% funding from external sources;*
- *if left vacant would expose the City to significant potential loss or liability; and*
- *is suitable for employees requiring temporary or permanent accommodation.*

AND THAT the City Manager report back to City Council on the savings realized as a result of this course of action on or before June 29, 2020.

In response to this direction, Administration established a business case process for the City Manager to review vacancies and provide approvals to proceed with any hiring. That process allowed hiring managers and the City Manager to give serious consideration to the criteria including the link to the Grant Thornton Program & Services review and document and track decisions and savings resulting from positions held vacant.

In order to streamline and avoid service impacts, hiring for key essential front line positions in the following areas were exempt from the vacancy review process:

- Union positions in EMS, Fire, Transit, Child Care Centres, Pioneer Ridge Home for the Aged and Jasper Place Supportive Housing
- Seasonal summer and part-time positions related to Crossing Guards, Concessions, Golf Aquatics, Children & Youth Programming

Results of Review

The City Manager's review of hiring for vacant positions realised savings of \$332,207 to June 30, 2020. Hiring was held for 13 positions including:

- 6 temporary backfill positions (i.e. the incumbent absent on leave or is replacing another employee who is absent)
- 4 positions that have had business cases approved and hire has been completed or is in process
- 3 positions held with business cases pending

CC: EMT
Krista Power, City Clerk
Dana Earle, Deputy City Clerk

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Mayors and Regional Chairs of Ontario (MARCO) Municipal Funding Request

SUMMARY

Memorandum from Mayor B. Mauro, dated June 29, 2020 containing a letter from Mayors and Regional Chairs of Ontario (MARCO) to Prime Minister Trudeau and Premier Ford requesting financial assistance for Canadian municipalities, for information.

ATTACHMENTS

1 B Mauro memo dated June 29 2020

Memorandum

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

TO: Ms. Krista Power, City Clerk

FROM: Mayor Bill Mauro

DATE: June 29, 2020

SUBJECT: Municipal Funding Request
Committee of the Whole – July 20, 2020

In response to the current State of Emergency due to the COVID-19 pandemic the Mayors and Regional Chairs of Ontario (MARCO) have written to Prime Minister Trudeau and Premier Ford requesting immediate and significant financial assistance for Canadian municipalities. Please find a copy of the letter attached.



Darrin Canniff
Mayor
Chatham-Kent

John Henry
Chair
Durham

Gary Carr
Chair
Halton

Fred Eisenberger
Mayor
Hamilton

Bryan Paterson
Mayor
Kingston

Ed Holder
Mayor
London

John Klinck
Chair
Muskoka

Jim Bradley
Chair
Niagara

Jim Watson
Mayor
Ottawa

Nando Iannicca
Chair
Peel

Brian Bigger
Mayor
Sudbury

Bill Mauro
Mayor
Thunder Bay

John Tory
Mayor
Toronto

Karen Redman
Chair
Waterloo

Drew Dilkens
Mayor
Windsor

Wayne Emmerson
Chair
York

June 12, 2020

(sent via email: justin.trudeau@parl.gc.ca / premier@ontario.ca)

Rt. Hon. Justin Trudeau
Prime Minister of Canada
80 Wellington Street
Ottawa ON K1A 0A2

Hon. Doug Ford
Premier of Ontario
Legislative Building, Rm 281
Queen's Park
Toronto ON M7A 1A1

Dear Prime Minister Trudeau and Premier Ford,

I am writing to you on behalf of the Mayors and Regional Chairs of Ontario (MARCO). Our 16-member organization represents more than 10 million residents in Ontario – 73% of the total population of the most populous province in Canada. We request immediate and significant financial assistance for Canadian municipalities managing the dynamic and growing financial operating costs associated with the COVID-19 pandemic, as outlined in the April 23, 2020 proposal from the Federation of Canadian Municipalities (FCM).

Funding from the Federal and Ontario governments, either through the FCM proposal program or otherwise, would significantly mitigate the financial pressures and unintended consequences our member municipalities and residents are facing as a result of the ongoing health pandemic.

MARCO members appreciate the current funding support from our senior levels of government – but this level of support is inadequate and our need for operational funding is dire. The current funding allows MARCO municipalities to provide critical, essential services for the most vulnerable residents in our communities but this funding is allocated for additional costs directly related to COVID-19 and will not offset the unprecedented loss of revenue in our municipalities.

Karen Redman, Chair
Mayors and Regional Chairs of Ontario of Single Tier Cities and Regions
The Regional Municipality of Waterloo
150 Frederick Street Kitchener Ontario N2G 4J3
519-575-4585 Fax 519-575-4440 kredman@regionofwaterloo.ca

Just as you, we are working flat-out at the local levels to get our residents through this crisis. We are turning recreation centres into homeless shelters; we are providing transit to essential workers; and, we are coordinating emergency child care for our paramedics and other essential workers in our communities. We are keeping essential services running when people need them most. While our revenues are plummeting, costs are rising as we strive to innovatively manage this pandemic in our communities.

Municipalities cannot run deficits and this is not the time to reduce services. Each of our member municipalities is facing a financial crisis of unfathomable proportion, putting our citizens at considerable risk. Unnecessary risk. We hear the mantra at both the federal and provincial levels: "we will do whatever it takes to protect Canadians and Ontarians". On behalf of the more than 10 million residents who live in the MARCO municipalities, we are calling on you to make good on this oft repeated promise.

In the event that there is an economic stimulus proposal in development, please know that the formula cannot include contributions from municipalities. The plain and simple truth is that we have no capacity to contribute. A stimulus package will undoubtedly provide a return on investment for both the Federal and Ontario governments.

On behalf of the members of MARCO, I urge you to take immediate and expedient action to provide adequate funding to protect our most vulnerable populations and to ensure that we can keep essential municipal services going strong. The funding should be straightforward, direct and flexible so that our municipalities, and those throughout Ontario, are well placed to drive economic recovery. I urge you to implement the emergency operating fund that the Federation of Canadian Municipalities is calling for on behalf of municipalities country-wide.

The eventual recovery of our national economy hinges upon the actions your governments take today to financially support municipalities. I look forward to working with you collaboratively on this.

Regards,



Karen Redman
MARCO Chair 2019-2022

cc: Hon. Bill Morneau, Minister of Finance
Hon. Rod Phillips, Minister of Finance (Ont)
Hon. Catherine McKenna, Minister of Infrastructure and Communities
Hon. Steve Clark, Minister, Municipal Affairs and Housing
Bill Karsten, President, Federation of Canadian Municipalities
Carole Saab, Executive Director, Federation of Canadian Municipalities
Jamie McGarvey, President, Association of Municipalities of Ontario
Brian Rosborough, Executive Director, Association of Municipalities of Ontario
MARCO members

MEETING DATE 07/20/2020 (mm/dd/yyyy)

SUBJECT Thunder Bay Police Services Board - By-law Enforcement Support

SUMMARY

Memorandum from Ms. G. Morriseau, Chair – Thunder Bay Police Services Board, dated July 10, 2020 providing a resolution adopted by the Thunder Bay Police Services Board at its meeting held on June 23, 2020, for information. (Distributed separately)