



**MEETING:** Committee of the Whole

**DATE:** July 22, 2019

*Reference No. COW - 36/50*

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**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 22, 2019 - Committee of the Whole

With respect to the July 22, 2019 Committee of the Whole meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

**DEPUTATIONS**

**Deputation - Proposed Indoor Turf Facility**

Deputation request received from Mr. H. Wojak on June 25, 2019 requesting to appear before Committee with respect to the Proposed Indoor Turf Facility.

**REPORTS OF COMMITTEES**

**Parking Authority Board Minutes**

Minutes of Meetings No. 04-2019 and No. 05-2019 of the Parking Authority Board held on April 9, 2019 and May 14, 2019 respectively, for information.

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

### **Ontario Municipal Commuter Cycling Program Funding Update**

Report No. R 115/2019 (Infrastructure & Operations - Engineering & Operations) recommending that communication continue with Canadian National Railway Company (CN) to finalize discussions about the future retrofit of the existing railway bridge over the Floodway to allow for safe passage of cyclist and pedestrians across the Neebing-McIntyre Floodway and that remaining funding allocated to the City through the Ontario Municipal Commuter Cycling Program be used to construct priority active transportation multi-use trail extensions in 2020 along Oliver Road and Ford Street.

Deputation request received from Mr. K. Shields requesting to appear relative to the Vickers to Carrick Street connection.

Memorandum from Councillor S. Ch'ng dated July 4, 2019 containing an amending motion relative to the above noted and an additional motion relative to the 2020 Budget process.

With respect to Report no. 115/2019 (Infrastructure and Operations – Engineering) we recommend that communication continue with Canadian National Railway Company (CN) to finalize discussions about the future retrofit of the existing railway bridge over the Floodway to allow for safe passage of cyclist and pedestrians across the Neebing-McIntyre Floodway;

AND THAT remaining funding allocated to the City through the Ontario Municipal Commuter Cycling Program be used to construct priority active transportation multi-use trail extensions in 2020 along Oliver Road and Ford Street;

AND THAT the Mayor and City Clerk be authorized to sign all documentation related to these matters;

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

### **Splash Pad Priorities**

Report No. R 120/2019 (Infrastructure & Operations - Parks and Open Spaces) recommending that Administration continue to move forward with the installation of a splash pad at Northwood Playfield and providing information relative to the priorities of splash pads in the City of Thunder Bay.

With respect to Report No.120/2019 (Infrastructure & Operations – Parks & Open Spaces) we recommend that Administration continue to move forward with the installation of a splash pad at Northwood Playfield;

AND THAT Administration conduct further planning and public consultation to inform the selection of the final two splash pad locations to provide effective delivery of summer aquatic opportunities and report back to Council on the outcome;

AND THAT the Mayor and Clerk be authorized to execute all necessary documentation;

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

### **School Crossing Guard Location - Edward and Churchill**

Report No. R 107/2019 (Infrastructure & Operations - Central Support) recommending that a School Crossing be established at Edward Street and Churchill Drive.

With respect to Report No. 107/2019 (Infrastructure and Operations - Central Support), we recommend that a School Crossing be established at Edward Street and Churchill Drive;

AND THAT an expansion of \$15,000 be pre-committed to the 2020 Budget for this crossing;

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

### ***FIRST REPORTS***

#### **Transportation Master Plan First Report**

Report R 116/2019 (Infrastructure & Operations - Engineering & Operations) recommending that City Council approve the Transportation Master Plan in principle to guide the future direction and investment in the transportation network, developed in line with the fundamental principles, strategies and recommendations of the Official Plan.

Memorandum from Councillor A. Foulds, Chair - EarthCare Advisory Committee dated July 4, 2019 supporting the Transportation Master Plan.

Memorandum from Ms. K. Dixon, Director - Engineering & Operations dated July 10, 2019 requesting to provide a presentation with Ms. S. Shiu, Associate - Manager, Transportation Engineering for IBI Group 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 following recommendations are considered by Committee of the Whole on September 9, 2019.

#### **Receive Report No. R 116/2019 as a First Report**

Recommendation to receive Report No. R 116/2019 as a First Report.

With respect to Report No. R 116/2019 (Infrastructure & Operations – Engineering & Operations), we recommend that the Report be received;

AND THAT Report No. R 116/2019 (Infrastructure & Operations – Engineering & Operations) be presented at the September 9, 2019 Committee of the Whole meeting for consideration.

## ***PETITIONS AND COMMUNICATIONS***

### **Motion for National Disaster Resilience Profile Project**

Memorandum from Mayor B. Mauro dated July 4, 2019 containing a motion recommending that The City of Thunder Bay commit to be involved in the above noted initiative.

With respect to the participation in the National Disaster Resilience Profile Project, we recommend that The City of Thunder Bay commit to be involved in this initiative that will result in a resilience assessment for our community;

AND THAT The City of Thunder Bay provide staff time equivalent to approximately six (6) days and \$6000 of in-kind contributions to provide data and participate in workshops;

AND THAT The City of Thunder Bay provide the use of facilities and resources to support a one (1) day workshop with cash and/or in-kind contributions of \$500 for facilities and catering;

AND THAT a letter of municipal support be sent by Mayor Bill Mauro on behalf of City Council to express our support for the project;

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

### **Amendment to Traffic By-law to include Pedestrian Crossover Schedule**

Memorandum from Mr. D. Binch, Traffic Technologist dated July 10, 2019 advising that an amendment to the traffic by-law to include a pedestrian crossover schedule will be presented at the August 12, 2019 City Council meeting.

### **OPEN SESSION in the S.H. Blake Memorial Auditorium**

Committee of the Whole - Community Services Session  
Chair: Councillor S. Ch'ng

## ***REPORTS OF COMMITTEES***

### **Accessibility Advisory Committee Minutes**

Minutes of Meetings No. 04-2019 and Meeting No. 05-2019 of the Accessibility Advisory Committee held on April 11, 2019 and May 9, 2019 respectively, for information.

**Thunder Bay District Health Unit - Board of Health Minutes**

Minutes of Thunder Bay District Health Unit - Board of Health Meetings, held on April 17, 2019 and May 15, 2019 for information.

**Thunder Bay District Social Services Administration Board Minutes**

Minutes of Thunder Bay District Social Services Administration Board Meetings, No. 06/2019, No. 07/2019, No. 10/2019 and No. 11/2019 held on March 21, 2019 and May 16, 2019 respectively, for information.

***PETITIONS AND COMMUNICATIONS***

**City Clerk - Appointment**

Memorandum from Mr. N. Gale, City Manager dated July 8, 2019 containing a motion recommending that Ms. K. Power be appointed as City Clerk for the City of Thunder Bay as of August 3, 2019.

With respect to the Appointment of City Clerk we recommend that Ms. Krista Power be appointed as the City Clerk for the City of Thunder Bay as of August 3, 2019;

AND THAT the by-law appointing Ms. Power as City Clerk be presented to City Council at the July 29, 2019 City Council Meeting for ratification.

***NEW BUSINESS***

***ADJOURNMENT***

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***MEETING DATE***      07/22/2019 (mm/dd/yyyy)

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***SUBJECT***              Confirmation of Agenda

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***SUMMARY***

Confirmation of Agenda - July 22, 2019 - Committee of the Whole

***RECOMMENDATION***

With respect to the July 22, 2019 Committee of the Whole meeting, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

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***MEETING DATE***     07/22/2019 (mm/dd/yyyy)

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***SUBJECT***             Deputation - Proposed Indoor Turf Facility

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***SUMMARY***

Deputation request recieved from Mr. H. Wojak on June 25, 2019 requesting to appear before Committee with respect to the Proposed Indoor Turf Facility.

***ATTACHMENTS***

1 Deputation Request - H. Wojak

## Gordon Stover

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**To:** Krista Power  
**Subject:** RE: New Response Completed for Speak to City Council

**From:** <[webmaster@thunderbay.ca](mailto:webmaster@thunderbay.ca)>  
**Date:** June 25, 2019 at 11:44:01 AM EDT  
**To:** <[jhannam@thunderbay.ca](mailto:jhannam@thunderbay.ca)>, <[kpower@thunderbay.ca](mailto:kpower@thunderbay.ca)>  
**Subject:** New Response Completed for Speak to City Council

Hello,

Please note the following response to Speak to City Council has been submitted at Tuesday June 25th 2019 11:43 AM with reference number 2019-06-25-008.

- **If you would like to speak to City Council about another topic not associated with an agenda item, please state topic here (if applicable):**  
Proposed Indoor Turf Facility
- **What are you requesting from Council?**  
other:
- **If other:**  
That council not ratify the decision to move ahead with a proposed indoor turf facility.  
That most of council be present for a recorded vote on the matter.
- **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 22nd
- **First name:**  
Henry
- **Last name:**  
Wojak
- **Email:**  
[valhenry@tbaytel.net](mailto:valhenry@tbaytel.net)
- **Phone:**  
(807) 475-8234
- **Organization you represent: (optional)**  
myself

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***MEETING DATE***      22/07/2019 (mm/dd/yyyy)

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***SUBJECT***              Parking Authority Board Minutes

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***SUMMARY***

Minutes of Meetings No. 04-2019 and No. 05-2019 of the Parking Authority Board held on April 9, 2019 and May 14, 2019 respectively, for information.

***ATTACHMENTS***

1. Minutes 04-2019 Parking Authority
2. Minutes 05-2019 Parking Authority

## **Minutes of Meeting**

### **Parking Authority Board**

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**MEETING #:** 04  
**DATE:** April 9, 2019  
**TIME:** 11:00 AM  
**PLACE:** Community Services Boardroom  
**CHAIR:** Frances Larizza, Member

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**ATTENDEES:** Brian Hamilton, Member  
Chris Krumpholz, Member  
Jonathan Paske, Supervisor – Parking Authority  
Kara Pratt – Waterfront BIA Representative  
**REGRETS:** Mark Smith, GM – Development & Emergency Services  
Doug Vincent, Manager – Licensing & Enforcement

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#### **1. Confirmation of Agenda**

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“With respect to the April 9, 2019 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 12, 2019 Meeting**

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the minutes of the Parking Authority Board meeting held March 12, 2019 be approved.”

CARRIED

#### **3. Outstanding Items**

Members were informed the RFP for Parking Management Solutions (mobile parking purchase, ticket management system, and online payments) has been posted and closes April 25, 2019.

The RFPs for engineering services for the Waterfront and Victoriaville parkades 2019 capital upgrades have been completed and will be posted as soon as possible. The RFP

for the Victoriaville parkade condition survey has also been completed and will be posted as soon as possible.

Tenders have been received by the Engineering department for the resurfacing of our “Library” lot at the NW corner of Brodie St. and Arthur St. Including this 2019 capital project with Engineering’s projects results in savings. Thanks to a contribution from the Clean, Green, and Beautiful Committee the site will be beautified with the addition of new trees and a planter bed. Members want to ensure the planter bed will be filled with easy to maintain perennial type plants that are not easily damaged.

Members were advised that due to security concerns the Victoriaville parkade doors will be locked from 10pm – 7am daily, at 6pm on Saturdays, and all day Sundays and holidays. The required hardware changes are currently taking place and security patrols of the stairwells have already commenced at opening and closing. When this new lock-up procedure takes effect the guards will complete it on these patrols. These patrols are an unbudgeted additional expense. Cars are still able to enter and exit the parkade as usual, and City staff can still enter through the employee entrance during the lock down times. The exterior stairwells will still be able to be used as an emergency exit at all times. Notices will be posted prior to commencement of the new lock-up times.

#### **4. Financial Statement**

Members were informed that due to the amount of snow received this past winter, snow clearing and removal costs are estimated to be \$25,000 (33%) over budget by year-end 2019. If necessary, any budget variance amount at year-end would be transferred from the Parking Authority reserve fund. Members were also informed that the interest rate applied to the 2018 capital borrowed amounts was 2.65%. Members had no concerns with the current financial statement.

#### **5. New Business**

Members discussed a request from the Craft Revival to provide free parking for attendees in the Waterfront parkade during the event. The request was denied. The Waterfront BIA representative will discuss with the organizer other parking options to assist with their parking needs.

Members discussed the parking for the farmer’s market vendors that meet at Victoriaville Centre each Friday. The past practice of allowing the vendors to park in the Courthouse lot with permits for two dollars was decided to continue in order to promote attendance to the centre.

Members were informed that a new anti-loitering, sound-emitting device will be purchased and tried in one of the stairwells at the Waterfront parkade where there are problems with individuals loitering and causing safety concerns as well as messes and vandalism.

The Board would like customers who have monthly parking at one of the parkades to have access to both parkades for no additional fee. This shouldn't be a problem as neither parkade is at capacity. The parkade access cards will have to be manually programmed to work at each site. An update will be brought back to the next meeting.

**6. Next Meeting**

The next meeting will be May 14, 2019 at 11:00.

**7. Adjournment**

Moved by Chris Krumholz, seconded by Brian Hamilton.

"That the April 9, 2019 Parking Authority Board meeting be adjourned."

CARRIED

Meeting adjourned at 12:35 PM.

## **Minutes of Meeting**

### **Parking Authority Board**

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**MEETING #:** 05  
**DATE:** May 14, 2019  
**TIME:** 11:00 AM  
**PLACE:** Community Services Boardroom  
**CHAIR:** Frances Larizza, Member

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**ATTENDEES:** Brian Hamilton, Member  
Chris Krumpholz, Member  
Jonathan Paske, Supervisor – Parking Authority  
Kara Pratt – Waterfront BIA Representative  
Doug Vincent, Manager – Licensing & Enforcement  
**REGRETS:** Mark Smith, GM – Development & Emergency Services

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#### **1. Confirmation of Agenda**

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“With respect to the May 14, 2019 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 April 9, 2019 Meeting**

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the minutes of the Parking Authority Board meeting held April 9, 2019 be approved.”

CARRIED

#### **3. Outstanding Items**

Members were informed the RFP for Parking Management Solutions (mobile parking purchase, ticket management system, and online payments) has closed and submissions will be evaluated in the coming weeks. Supply Management has requested clarification from the proponents as a requested checklist was not completed.

The RFPs for engineering services for the Waterfront and Victoriaville parkades 2019 capital upgrades have been posted and close May 16, 2019. The RFP for the Victoriaville parkade condition survey has also been posted and closes May 30, 2019.

It was confirmed that the new planter beds being created in the “Library” lot at the NW corner of Brodie St. and Arthur St. will consist of trees and other plants that will be maintained by the Parks department.

Members discussed permitting monthly parkade renters to have access to both parkades with their swipe card as opposed to just the one their card was acquired for. More information was requested and the topic will be deferred to a future meeting.

**4. Financial Statement**

Members had no concerns with the current financial statement.

**5. New Business**

No new business was brought forward.

**6. Next Meeting**

The next meeting will be June 11, 2019 at 11:00.

**7. Adjournment**

Moved by Brian Hamilton, seconded by Chris Krumpholz.

“That the May 14, 2019 Parking Authority Board meeting be adjourned.”

CARRIED

Meeting adjourned at 12:10 PM.

# Corporate Report

<b>DEPARTMENT/ DIVISION</b>	Infrastructure & Operations - Engineering	<b>REPORT NO.</b>	R 115/2019
<b>DATE PREPARED</b>	04/09/2019	<b>FILE NO.</b>	
<b>MEETING DATE</b>	07/22/2019 (mm/dd/yyyy)		
<b>SUBJECT</b>	Ontario Municipal Commuter Cycling Program Update		

## **RECOMMENDATION**

With respect to Report no. 115/2019 (Infrastructure and Operations – Engineering) we recommend that communication continue with Canadian National Railway Company (CN) to finalize discussions about the future retrofit of the existing railway bridge over the Floodway to allow for safe passage of cyclist and pedestrians across the Neebing-McIntyre Floodway;

AND THAT remaining funding allocated to the City through the Ontario Municipal Commuter Cycling Program be used to construct priority active transportation multi-use trail extensions in 2020 along Oliver Road and Ford Street;

AND THAT the Mayor and City Clerk be authorized to sign all documentation related to these matters;

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

## **LINK TO STRATEGIC PLAN**

The continued implementation of the City of Thunder Bay's Active Transportation Plan is consistent with Goal 10, Strategy 10, Action 10.2 "Continue to implement the Active Transportation Plan" and seeking new funding opportunities is consistent with Goal 17, Strategy 17.4, Action 17.4 "Investigate and maximize funding opportunities" of the City's Corporate Strategic Plan (2015-2018).

## **EXECUTIVE SUMMARY**

This report provides an update on work carried out to establish a Neebing-McIntyre Floodway crossing at Vickers/Carrick Street and recommends two active transportation priority projects be constructed in 2020 with funding received through the Ontario Municipal Commuter Cycling Program.

## ***DISCUSSION***

In 2018, Administration was directed to enter into an agreement with the Ontario Ministry of Transportation to receive funding through the Ontario Municipal Commuter Cycling Program (OMCC). The funding agreement contained a list of pre-approved projects (Attachment “A”) that the funding could be applied to, with a completion date of March 2021 by which time the funding had to be used and selected projects completed.

The report also contained a recommendation to complete a detailed design for one specific project, a bridge over the Neebing-McIntyre Floodway at Vickers and Carrick Streets, to inform future budget decision making.

### **Municipal Class Environmental Assessment – Vickers/Carrick Floodway Crossing**

A Schedule “B” Municipal Class Environmental Assessment was undertaken as part of the design to explore preferred options relating to building an active transportation crossing at the Vickers and Carrick Streets location. The results of the Environmental Assessment indicated retrofitting the existing CN bridge would be the preferred option for a crossing at this location. Not only was it the most popular option selected based on a survey to the public, it is the most economical option, has the least amount of construction issues and Floodway impacts, and has the greatest social benefits. The next preferred alternative was to construct a new, separate structure to cross the Floodway further upstream from the existing CN bridge.

The Lakehead Region Conservation Authority indicated they prefer the use of an existing structure rather than building a new one as it would create another potential impediment in the Floodway and impact dredging activities. The construction of a new structure would require a deep foundation solution along the banks of the Floodway. There is significant risk and potential conflict related to driving the piles required for a new bridge structure as one of the City’s main segmental trunk sewers also runs along the bank of the Floodway. Damage or disturbance to the trunk sewer could lead to potential expensive repairs and significant service impacts due to the depth, size and service area of the sewer.

The estimated cost of retrofitting the existing CN bridge is in the range of \$600,000 to \$700,000, while a new structure is estimated between \$1,200,000 and \$1,400,000.

### **Public Safety**

Administration consulted with Mr. Barry Horrobin, Director of Planning & Physical Resources with the Windsor Police Service, for an objective and fact-based opinion as to which crossing option would optimize public safety. In 2017 Mr. Horrobin delivered training to City Administration and community stakeholders on Crime Prevention Through Environmental Design (CPTED), and led safety audits at four key watercourse and river locations as part of the River Safety Audit completed in response to Recommendation 115 of the Seven Youth Inquest. It is Mr. Horrobin’s professional opinion, “recognizing limited resources to achieve an outcome that optimizes convenience, public safety, and overall enjoyment by responsible users, that this is best achieved by concentrating efforts on the existing CN Bridge.”

### **Discussions with CN**

Discussions with CN have been ongoing since July 2018 through their Police, Design & Construction and Bridges & Structures divisions. Local and Regional Division CN Police Services have indicated that they would prefer a retrofit solution with a combined pedestrian and railway bridge as they spend significant time ticketing unlawful crossing of this structure. There seems to be a mutual benefit in retrofitting this structure and Administration will continue discussions with CN until a final decision is received as to whether CN would work towards this option or not. The City cannot force CN to allow a pedestrian crossing on their structure.

### **Recommended 2020 Active Transportation Priorities**

While administration continues discussions with CN, we have to be aware of the timelines involved with the OMCC funding agreement and the funding must be used by March of 2021. Some funding has been used in the completion of the Environmental Assessment for the Neebing-McIntyre Floodway Crossing, however, approximately \$1,000,600 is still available through the provincial grant and matching City funding.

The agreement itself has approximately a dozen pre-approved projects the funding can be used for, all of which were identified as priorities for active transportation. A multi-use trail along Oliver Road between Balmoral Avenue and Golf Links Road, and a multi-use trail along the Ford Street corridor between Walnut Street and Walsh Street, including traffic signals at Arthur Street, are the two projects Administration is recommending to move ahead with in 2020. See Attachments B and C for Location Plans.

Total cost for both of these project are estimated to cost just under \$1,000,000. Any remaining funding can be used towards the detailed design of the Vickers and Carrick Street crossing for consideration in future budgets.

### ***LINK TO EARTHCARE SUSTAINABILITY PLAN***

Mobility Thunder Bay is a working group of EarthCare Thunder Bay. Implementing the Active Transportation Plan is a component of the EarthCare Sustainability Plan. Objective “A” in Section 6.0 “Community Lifestyle”, under “Mobility” is to improve “public and private infrastructure” to “create seamless, barrier-free options for bicycling, walking, and Transit” “in order to create a cleaner, greener, and more beautiful Thunder Bay”. One action under “Actions for Community”, is to “Investigate and pilot test routes for protected cycling facilities as well as policies that enable safe, all-season active transportation options”.

### ***FINANCIAL IMPLICATION***

There are no financial implications. Funding was approved in the 2019 capital budget to complete OMCC project(s).

## ***CONCLUSION***

It is concluded that remaining OMCC funding as well as carry forward matching City funds should be used to complete detailed design and construction of the Oliver Road multi-use trail and the Ford Street multi-use trail.

It is further concluded that Administration should carry on negotiations with CN Rail to explore retrofitting the existing rail bridge over the Neebing-McIntyre Floodway as a shared rail/multi-use trail bridge, to determine CN's final position on the matter as this is the preferred crossing option.

## ***BACKGROUND***

Corporate Report R 10/2018 provided recommendations to enter into an agreement with the Province to receive funding for the Ontario Municipal Commuter Cycling Program as well as to designate funding for the detailed design work for a bridge crossing over the Neebing-McIntyre Floodway to inform future budgets.

## ***REFERENCE MATERIAL ATTACHED***

Attachment A: OMCC Approved Project List

Attachment B: Location Plan Ford Street Multi-Use Trail

Attachment C: Location Plan Oliver Road Multi-Use Trail

***PREPARED BY: Mike Vogrig, P. Eng., Project Engineer***

THIS REPORT SIGNED AND VERIFIED BY: MICHELLE WARYWODA – (ACTING) GENERAL MANAGER – INFRASTRUCTURE & OPERATIONS	DATE:  July 12, 2019
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## ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

**THIS TRANSFER PAYMENT AGREEMENT** for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

### B E T W E E N:

**Her Majesty the Queen in right of Ontario**

as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

**The City of Thunder Bay**

(the “**Recipient**”)

### BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario’s Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

## **CONSIDERATION**

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

### **1.0 ENTIRE AGREEMENT**

#### **1.1 Entire Agreement.** The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
  - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
  - Sub-schedule "D.1" - Table of Annual Allocations
  - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
  - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
  - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
  - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

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

### **2.0 CONFLICT OR INCONSISTENCY**

#### **2.1 Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

### 3.0 COUNTERPARTS

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

### 4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule “B” (Recipient Information).

### 5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
  - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO** as represented by the Minister of  
Transportation for the Province of Ontario

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Date

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Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

**The City of Thunder Bay**

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Date

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Name: **Ms. Linda Evans**

Title: **General Manager Corporate Services &  
Long-Term Care**

I have authority to bind the Recipient.

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Date

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Name: **Ms. Dawn Paris**

Title: **Director, Finance (Acting)**

I have authority to bind the Recipient.

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

### **A1.0 INTERPRETATION AND DEFINITIONS**

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

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

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

**“Aboriginal Community”** has the meaning ascribed to it in section 11.1 (Definitions).

**“Agreement”** means this Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Entire Agreement), and any amending agreement entered into pursuant to section 4.1 (Amendments).

**“Annual Allocation”** means an annual allocation set out in Sub-schedule “D.1” (Table of Annual Allocations).

**“Annual Declaration of OMCC Participation”** means an annual declaration of OMCC participation, in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).

**“Annual Eligible Projects Declaration”** means an annual Eligible Projects declaration, in the form set out in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration).

**“Annual Financial Reports”** means the Annual Financial Reports described in Article F1.0 (Annual Financial Reports).

**“Annual Funding Certificate”** means an Annual Funding Certificate, in the form set out in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate).

**“Annual Implementation Reports”** means the Annual Implementation Reports described in section F2.1 (Annual Implementation Reports).

**“Asset”** means any real or personal property or immovable or movable asset acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with the Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or any Eligible Project, or both.

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

**“Cap and Trade Program”** means Ontario’s Cap and Trade Program.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for an Eligible Project in return for financial consideration.

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Costs”** means the costs that are eligible for funding under the Agreement and that are described in Article E2.0 (Eligible Costs).

**“Eligible Project”** means a commuter cycling project that is listed on the Eligible Projects List.

**“Eligible Projects List”** means the list of Eligible Projects in Sub-schedule “C.1” (Eligible Projects List).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and

treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“ERS”** means the Ontario Enterprise Registration System.

**“Event of Default”** has the meaning ascribed to it in section A13.1 (Events of Default).

**“Expiry Date”** means March 31, 2021.

**“Final Report”** means the Final Report described in Article F3.0 (Final Report).

**“Funding Year”** means:

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

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

**“Generally Accepted Auditing Standards”** means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

**“GHG”** means greenhouse gas.

**“Government of Ontario”** includes any ministry, agency or Crown corporation of the Government of Ontario.

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

**“Ineligible Costs”** means the costs that are ineligible for funding under the Agreement, and that are described in Article E3.0 (Ineligible Costs).

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to paragraph A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4 (Recipient Not Remediating).

**“OMCC”** means Ontario Municipal Commuter Cycling.

**“OMCC Program”** means the Ontario Municipal Commuter Cycling Program.

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

**“Partner”** means any entity, other than a Third Party, participating in and contributing to the Project, other than financially only, as described in the Recipient’s application submitted to the Province or, with the written consent of the Province, as subsequently permitted to participate or contribute to the Project.

**“Partner Agreement”** means a legally binding agreement between the Recipient and a Partner.

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

**“Projects”** means, collectively, the Eligible Projects.

**“Projects End Date”** means, in respect of the Projects, December 30, 2020.

**“Reports”** means the reports described in Schedule “F” (Reporting and Evaluation).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Solemn Declaration of Substantial Completion”** means the Solemn Declaration of Substantial Completion, in the form set out in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion).

**“Substantial Completion”** means substantially performed, as described in and will be determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario) for each Eligible Project, and for the purposes of the Projects, means the substantial completion of the last Eligible Project on or before December 30, 2020.

**“Substantial Completion Date”** means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

**“Term”** means the period of time described in section A3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for any of the Eligible Projects.

**“Timelines”** means the date set out in section C2.1 (Timelines).

**“Usage Data Report”** means the Usage Data Report described in Article F4.0 (Usage Data Report).

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

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Projects;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of an Eligible Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements and Eligible Project, and the Timelines was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (e) it is registered with the ERS and the information it provided for the ERS was true and complete at the time it provided it and will continue to be true and complete;
- (f) it is not in default of any term, condition or obligation under any transfer payment or loan agreement with Her Majesty the Queen in right of Ontario or one of Her agencies; and
- (g) its past performance with respect to any project under a transfer payment agreement with Her Majesty the Queen in right of Ontario or one of Her agencies was considered satisfactory by that party.

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

- (a) the full power and authority to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement.

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

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete each Eligible Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of each Eligible Project, and strategies to address the identified risks to meet the Projects End Date, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting, and Review); and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

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

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice), Article A12.0 (Termination Where No Appropriation or Funds under the Cap and Trade Program) or Article A13.0 (Events of Default, Corrective Action, and Termination for Default).

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

**A4.1 Funds Provided.** The Province will, in respect of the Projects:

- (a) provide Funds to the Recipient up to the aggregate of each Annual Allocation for the Recipient to use towards the Eligible Costs of any Eligible Project;
- (b) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient complies with the conditions precedent set out in paragraphs A32.1(a) and (b);
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon any of the following:
  - (i) the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1 (Preparation and Submission);
  - (ii) the number of recipients, other than the Recipient, participating in the OMCC Program; or
- (c) if, pursuant to the *Financial Administration Act* (Ontario) or the Cap and Trade Program, the Province does not receive the necessary appropriation from the Ontario Legislature or the necessary funds for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and change the Projects; or
  - (ii) terminate the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program).

**A4.3 Carry Out the Eligible Projects.** The Recipient will, in respect of the Projects and each Eligible Project:

- (a) determine which Eligible Projects, from the Eligible Projects List, the Recipient will carry out;
- (b) carry out each Eligible Project in accordance with the Agreement; and
- (c) complete each Eligible Project the Recipient has chosen to carry out pursuant to paragraph A4.3(a) by the Projects End Date.

**A4.4 Use of Funds and Carry out the Projects.** The Recipient will, in respect of each Eligible Project, do all of the following:

- (a) use the Funds only for the purpose of carrying out the Eligible Project;
- (b) spend the Funds only in accordance with the Agreement, including the Annual Allocations;
- (c) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario; and
- (d) contribute a minimum amount of 20% towards the total Eligible Costs of each Eligible Project, irrespective of any contribution received from any third party source, including any Partner.

**A4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.6 Interest.** If the Recipient earns any interest on the Funds:

- (a) the Recipient may use the interest earned toward the Eligible Costs of any Eligible Project but cannot reduce the 20% minimum amount towards Eligible Costs for each Eligible Project;
- (b) the Recipient will annually declare the amount of interest earned and describe its use in the Annual Funding Certificate; and
- (c) the Province may demand from the Recipient the payment of an amount equal to any interest:
  - (i) remaining in the possession or under the control of the Recipient by the Projects End Date; or
  - (ii) the Recipient failed to use in accordance with the terms and conditions of the Agreement.

**A4.7 Rebates, Credits and Refunds.** The Province, in calculating Funds, will deduct from any Annual Allocation any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A4.8 Recipient's Acknowledgement of Responsibility for Projects.** The Recipient will assume full responsibility for each Eligible Project including, without limitation:

- (a) complete, diligent and timely implementation in accordance with the terms and conditions of the Agreement;
- (b) the entire costs of the Eligible Project including, without limitation, overruns if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Eligible Project; and
- (d) undertaking, or causing to be undertaken, any engineering and construction work in accordance with industry standards.

**A4.9 Disclosure of Other Financial Assistance and Adjustments.** The Recipient agrees:

- (a) to inform the Province promptly of any financial assistance received, other than from the Province pursuant to the Agreement, for any Eligible Project; and
- (b) if the Recipient receives or is owed financial assistance from the Government of Ontario, other than from the Province pursuant to the Agreement, in respect of the Eligible Costs of an Eligible Project, the Province may reduce the Funds or demand the repayment of Funds in an amount up to the financial assistance received or owed.

**A4.10 Inability to Complete Eligible Projects.** If, at any time during the Term, the Recipient determines that it may not be possible for it to complete an Eligible Project on or before December 30, 2020 for any reason including, without limitation, lack of funding available for the Eligible Project (the “**Issue**”), the Recipient will immediately notify the Province of that determination and provide the Province with a summary of the measures that the Recipient proposes to remedy the Issue. If the Province is not satisfied that the measures proposed will be adequate to remedy the Issue, then the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

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

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset other than in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

**A5.3 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with, and incorporate, the applicable terms and conditions of the Agreement. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to:

- (a) ensure that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) ensure compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and
- (c) secure the respective rights of the Province, any authorized representative and any independent auditor identified by the Province in paragraph A7.3(b), and the Auditor General in section A7.6 (Auditor General).

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

**A6.1 No Conflict of Interest.** The Recipient will carry out each Eligible Project and use the Funds without an actual, potential or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where, in respect of each Eligible Project:

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

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

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

**A7.0 REPORTING, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements as provided for in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, as set out otherwise in the Agreement or with the consent of the Province, another authorized signing officer.

**A7.2 Record Maintenance and Audit.**

- (a) The Recipient will, in respect of each Eligible Project, keep and maintain:
  - (i) all financial records including, without limitation, invoices relating to the Funds or otherwise the Eligible Project in a manner consistent with generally accepted accounting principles; and
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Eligible Project, including without limitation, all Contracts and Partner Agreements.

- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for each Eligible Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

### **A7.3 Inspection and Data Collection .**

- (a) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, enter upon the Recipient's premises to review the progress of any Eligible Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:
  - (i) inspect and copy the records and documents referred to in section A7.2 (Record Maintenance and Audit);
  - (ii) remove any copies made pursuant to paragraph A7.3(a) from the Recipient's premises; and
  - (iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, any Eligible Project, or both.
- (b) The Recipient will ensure all Contracts and Partner Agreements include the right of the Province, any authorized representative, any independent auditors identified by the Province, or the Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate the access of the Province with any Third Party and Partner for the purpose of such inspections and audits.
- (c) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may direct the Recipient to undertake an intercept survey of cyclists for a completed Eligible Project.
  - (i) Where the Province exercises this right, the Recipient's must distribute a copy of intercept survey documentation to individuals cycling on completed Eligible Project.
  - (ii) The Province will be responsible for providing all required intercept survey documentation to the Recipient and for collecting any information obtained through this survey.

- (iii) The Recipient will be required to distribute the intercept survey documentation on the specified day from 07:00 and 10:00; from 12:00 and 14:00, which will be at least 12 months but no more than 24 months after Substantial Completion of an Eligible Project.
  - (d) The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense and at any time, during normal business hours, may undertake an intercept survey of cyclists using any completed Eligible Project.
- A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3 (Inspection), the Recipient will disclose any information requested by the Province, any authorized representative, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.
- A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.6 **Auditor General.** The Province's rights under this Article A7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).
- A7.7 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

## **A8.0 COMMUNICATIONS REQUIREMENTS**

- A8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).
- A8.2 **Publication.** The Recipient will indicate, in any of its Projects-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with any Eligible Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

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

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

- (a) provide the Province, prior to Funds being provided in each Funding Year, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1 (Recipient's Insurance); or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1 (Recipient's Insurance); and
- (b) upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

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

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

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

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

## **A12.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS UNDER THE CAP AND TRADE PROGRAM**

**A12.1 Termination Where No Appropriation or Funds under the Cap and Trade Program.** If, as provided for in paragraph A4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds under the Cap and Trade Program for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A12.2 Consequences of Termination Where No Appropriation or Funds under the Cap and Trade Program.** If the Province terminates the Agreement pursuant to section A12.1 (Termination Where No Appropriation or Funds under the Cap and Trade Program), the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A12.2(b).

**A12.3 No Additional Funds.** If pursuant to paragraph A12.2(c), the Province determines that the costs to wind down the Projects exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### **A13.0 EVENTS OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out any Eligible Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.1(b).
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the OMCC Program;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient fails to require a Partner or a Third Party to remedy an event such as an Event of Default listed above and the failure is not remedied within, at the latest and if any, the Notice Period given to the Recipient pursuant to section 13.4 (Recipient Not Remediating).

**A13.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following

actions:

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

**A13.3 Opportunity to Remedy.** If, in accordance with paragraph A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A13.4 Recipient Not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A13.2(a), (c), (d), (e), (f), (g), (h) and (i).

**A13.5 When Termination Effective.** Termination under this Article A13.0 (Events of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

#### **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0 (Events of Default, Corrective Action, and Termination for Default) and subject to Article D2.0 (Changes to Annual Allocations), if the Recipient has not spent all of the Funds allocated for a Funding Year as provided for in the Annual Allocation for that year, the Province will allow the Recipient to keep the Funds in the account specified under paragraph A4.1(b) and use the Funds in any subsequent Funding Year, up to the Projects End Date, for any Eligible Project in accordance with the Agreement.

#### **A15.0 FUNDS UPON PROJECTS END DATE**

**A15.1 Funds Upon Projects End Date.** The Recipient will, upon the Projects End Date, pay to the Province any Funds and interest earned on the Funds remaining in its possession or under its control.

**A15.2 Return of Funds for Incomplete Eligible Project.** The Recipient will, if Funds have been used towards an Eligible Project and the Recipient has not completed the Eligible Project by the Projects End Date, pay to the Province an amount equal to any Funds the Recipient used for that Eligible Project.

#### **A16.0 DEBT DUE AND PAYMENT**

**A16.1 Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

**A16.2 Debt Due.** If, pursuant to the Agreement:

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

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

**A16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A16.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Recipient Information).

**A16.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A17.0 NOTICE**

**A17.1 Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B” (Recipient Information), or as either Party later designates to the other by Notice.

**A17.2 Notice Given.** Notice will be deemed to have been given:

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

**A17.3 Postal Disruption.** Despite paragraph A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision in Article A17.0 (Notice) ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 (Waiver Request) will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will

extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A23.0 GOVERNING LAW**

A23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A24.0 FURTHER ASSURANCES**

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

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

- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

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

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, Schedules, and Sub-schedules, will continue in full force and effect for a period of 7 years from the date of expiry or termination of the Agreement: Articles 1.0 (Entire Agreement), 3.0 (Counterparts), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A2.1(a) and A4.2(c), sections A4.6 (Interest), A4.8 (Recipient's Acknowledgement of Responsibility for Projects), A5.2 (Disposal), A7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2 (Record Maintenance and Audit), A7.3 (Inspection), A7.4 (Disclosure), A7.5 (No Control of Records), A7.6 (Auditor General), and A7.7 (Calculations), Articles A8.0 (Communications Requirements), and 9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province), A12.2 (Consequences of Termination Where No Appropriation or Funds Under the Cap Trade Program), A12.3 (No Additional Funds), and A13.1 (Events of Default), paragraphs A13.2(d), (e), (f), (g) and (h), Articles A15.0 (Funds Upon Projects End Date), A16.0 (Debt Due and Payment), A17.0 (Notice), and A19.0 (Severability of Provisions), section A22.2 (Agreement Binding), Articles A23.0 (Governing Law), A25.0 (Joint and Several Liability), A26.0 (Rights and Remedies Cumulative), and A27.0 (Failure to Comply with Other Agreements), this Article A28.0 (Survival), and Articles 29.0 (Aboriginal Consultation), A30.0 (Partners), and Article A31.0 (Agreements for Use of Land).

## **A29.0 ABORIGINAL CONSULTATION**

**A29.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

**A29.2 Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province being satisfied that its obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

## **A30.0 PARTNERS**

**A30.1 Recipient Representation re. Partner Agreements.** If the Recipient has one or more Partners for any Eligible Project, the Recipient:

- (a) warrants that it is entitled to represent each of its Partners, and represents that each Partner has committed itself to undertake all steps necessary to support the Recipient in fulfilling its obligations as specified in the Agreement; and
- (b) agrees to bind each of its Partners to the applicable terms and conditions of the Agreement including, without limitation, those listed in section A5.3 (Contract Provisions) through a Partner Agreement.

**A30.2 Copy of Partner Agreement.** The Recipient agrees to make accessible to the Province at all times and, upon the Province's request, provide the Province with a copy of any Partner Agreement.

**A30.3 Responsibilities of Recipient.** Despite having one or more Partners for any Eligible Project and entering into a Partner Agreement with each of its Partners, the Recipient assumes the sole responsibility towards the Province for the implementation, management and coordination of the entire Eligible Project and the fulfilment of all obligations arising from the Agreement. Accordingly, the Recipient agrees that it bears the financial and legal responsibility for the entire Eligible Project and for each of its Partners. The Recipient will be held liable, in the same way as for its own conduct, if obligations as laid out in the Agreement or in applicable Requirements of Laws are not fulfilled by any of its Partners.

**A30.4 Liability.** Without limiting the requirements of the indemnity and insurance obligations under the Agreement, the Recipient agrees to ensure that each Partner agrees that the Province will not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Partner while any of the Eligible Project is being carried out. The Province can therefore not accept any claim for compensation or increases in payment in connection with such damage or injury.

**A30.5 Public Disclosure.** The Recipient will ensure that each Partner agrees to the Province publicly disclosing, in communications concerning any Eligible Project, any of the Recipient's Partner's name and address, and the purpose and amount of funds, if any, provided to the Partners.

## **A31.0 AGREEMENTS FOR USE OF LAND**

**A31.1 Agreements with Land Owners or Lessees.** If the Recipient does not own the land on which an Eligible Project is located, either in whole or in part, the Recipient agrees to enter into a legally binding agreement with each of the land owners or lessees that sets out the terms and conditions under which the land owner or lessee, as applicable, agrees to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

**A31.2 Agreements with Lessees.** If an agreement described in paragraph (a) is with a lessee, the agreement shall include representations and warranties that the lessee has the right, pursuant to its agreement with the lessor, or has obtained the necessary consent from the lessor to allow the Recipient to use the land for the Project until, at a minimum, 5 years from the Eligible Project start date.

## **A32.0 CONDITIONS PRECEDENT**

**A32.1 List of Conditions Precedent.** The Province's funding under the Agreement is conditional upon each of the following conditions precedent being met to the Province's satisfaction:

- (a) on or before the Effective Date and annually thereafter, the Recipient providing the Province with, in form and substance satisfactory to the Province:
  - (i) a copy of the annual enabling by-law(s) and, if applicable, any council resolution(s) confirming that the council approves each Eligible Project and the Agreement including, without limitation, the Recipient's contribution under the Agreement, and confirming the authorized representatives of the Recipient for the Agreement;
  - (ii) if the authorized representatives under paragraph (i) are not the head of council and clerk of the municipality, or it is unclear, in the Province's opinion, from the by-law(s) and, if applicable, council resolution(s) that the council has approved each Eligible Project and the Agreement, or both, a legal opinion from the Recipient's legal counsel confirming such authorized representatives and any approval;
  - (iii) the certificate(s) of insurance or other proof as the Province may request pursuant to section A10.2 (Proof of Insurance); and
  - (iv) an Annual Declaration of OMCC Participation; and
- (b) prior to any Funds being provided to the Recipient:

- (i) the necessary information, pursuant to section A4.5 (Interest Bearing Account), to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
  - (ii) written confirmation of the street address at which Projects documents are kept at both the premises of the Recipient and each of the Partners; and
- (c) prior to the Recipient using any Funds for an Eligible Project:
  - (i) written confirmation that the Recipient has entered into a Partner Agreement with each of its Partners, if any, for the Eligible Project;
  - (ii) if the Recipient does not own the land on which an Eligible Project is located, written confirmation that the Recipient has entered into a legally binding agreement as described in Article A31.0 (Agreements for Use of Land); and
  - (iii) to the extent that any environmental assessment or any other approval is required for an Eligible Project for which Funds were received, a warranty that the assessment has been completed and the approval has been obtained.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A32.0 (Conditions Precedent) having been met, and has not otherwise waived compliance with such condition as set out in Article A20.0 (Waiver), the Province may initiate any one or more of the actions provided for in section A13.2 (Consequences of Events of Default and Corrective Action).

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

**SCHEDULE “B”  
RECIPIENT INFORMATION**

<p><b>Contact information for the purposes of Notice to the Province</b></p>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<p><b>Contact inform for the purpos Notice to the Recipient</b></p>	<p>Position: Mrs. Jeannette Belluz Supervisor – Business Applications</p> <p>Address: 500 Donald St. E. Thunder Bay, ON P7E 5V3</p> <p>Phone: (807) 625-2960 x1203</p> <p>Fax: n/a</p> <p>Email: <a href="mailto:jbelluz@thunderbay.ca">jbelluz@thunderbay.ca</a></p>

<b>Authorized Representative of the Province for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p>Position: Manager, Division Services and Program Management Office</p> <p>Address: Division Services and Program Management Office Ontario Municipal Commuter Cycling (OMCC) Program Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p>Phone: 1-844-671-7438</p> <p>Fax: 416-585-7204</p> <p>Email: <a href="mailto:cycling@ontario.ca">cycling@ontario.ca</a></p>
<b>Authorized Representative of the Recipient for the purpose of sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) and F7.2 (Amending Agreement for Changes to the Reporting)</b>	<p>Position: Ms. Linda Evans General Manager Corporate Services &amp; Long Term Care</p> <p>Address: 500 Donald St. E. Thunder Bay, ON P7E 5V3</p> <p>Phone: (807) 625-2241</p> <p>Fax: n/a</p> <p>Email: <a href="mailto:levans@thunderbay.ca">levans@thunderbay.ca</a></p>

<b>Senior Financial Officer of the Recipient</b>	<p>Position: Ms. Kathy Learning Capital Project Analyst</p> <p>Address: 500 Donald St. E. PO Box 800 Thunder Bay, ON P7E 5V3</p> <p>Phone: (807) 625-2702</p> <p>Fax: n/a</p> <p>Email: <a href="mailto:klearning@thunderbay.ca">klearning@thunderbay.ca</a></p>
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## **SCHEDULE “C”**

### **ELIGIBLE PROJECTS LIST AND TIMELINES**

#### **C1.0 ELIGIBLE PROJECTS LIST**

**C1.1 Eligible Project Eligibility Requirements.** To be eligible for funding under the OMCC Program and to be considered for approval as an Eligible Project by the Province for the Eligible Projects List, a project must, in addition to being listed in section C1.2 (Eligible Cycling Infrastructure Project Types), meet all of the following requirements:

- (a) be primarily for and increase commuter cycling, as opposed to being primarily for recreational or touring, and reduce vehicle trips;
- (b) reduce GHGs;
- (c) connect to significant trip origins and destinations, in the opinion of the Province, with commuter cycling infrastructure;
- (d) have its cycling infrastructure designed in accordance with the guidelines in the Ontario Traffic Manual - Book 18 - Cycling Facilities;
- (e) if the Recipient has a population of 15,000 individuals or greater, be identified on a municipal council approved i) cycling plan, or ii) active transportation plan;
- (f) be a standalone infrastructure project or an identifiable commuter cycling component of a larger infrastructure project; and
- (g) if the project impacts provincial or federal transportation infrastructure, it must have received all necessary prior approvals from the provincial or federal government prior to its implementation.

**C1.2 Eligible Cycling Infrastructure Project Types.** The following types of commuter cycling infrastructure projects, if they meet the eligibility requirements set out under section C1.1 (Eligible Project Eligibility Requirements), may be approved by the Province for the Eligible Projects List:

- Shared roadway with signed bicycle route;
- Signed bicycle route with paved shoulder;
- Conventional bicycle lane;
- Contraflow bicycle lane;
- Separated bicycle lane (with painted buffer or physical barrier);
- Raised cycle track;
- Bicycle priority street;

- Construction/modification of bridges, tunnels and access ramps for cycling;
- Bike specific signage, signalling and pavement markings;
- Automated bike counters;
- Bicycle-only facility;
- Intersection modification;
- Bike racks or other bike storage;
- Off-road multi-use paths; and
- Any other project the Province may, at its sole discretion, approve.

**C1.3 Projects on the Eligible Projects List.** Subject to a project meeting the requirements set out in section C1.1 (Eligible Project Eligibility Requirements) and any applicable terms and conditions of the Agreement, and being one of the types listed under section C1.2 (Eligible Cycling Infrastructure Project Types), a project listed in Sub-schedule “C.1” (Eligible Projects List) is considered an Eligible Project.

The Recipient is responsible for submitting Eligible Projects that meet any applicable terms and conditions of the Agreement. The Ministry, may, at its sole discretion, approve any or all projects submitted by the Recipient for the Eligible Projects List.

## **C2.0 TIMELINES**

**C2.1 Timelines.** The Recipient will complete any Eligible Project it chooses to implement no later than December 30, 2020.

## **C3.0 CHANGES TO THE ELIGIBLE PROJECTS**

**C3.1 Changes to the Eligible Projects List.** Subject to Section C3.2 (Amending Agreement for Changes to the Eligible Projects List) and unless the Province agrees otherwise, the Recipient can request changes to the Eligible Projects List:

- (a) in the case of the first Funding Year, by February 1, 2018; and
- (b) in the case of Funding Years subsequent to the first Funding Year, by May 1 and October 1.

**C3.2 Amending Agreement for Changes to the Eligible Projects List.** Any change made to the Eligible Projects List, pursuant to section C3.1 (Changes to the Eligible Projects List), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE “C.1”  
ELIGIBLE PROJECTS LIST  
Ontario Municipal Commuter Cycling (OMCC) Program  
2017 Application - Thunder Bay  
Potential Eligible Project List**

ELIGIBLE PROJECT TITLE	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED ELIGIBLE PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/DESTINATION
Oliver Rd. and Balmoral Rd. Intersection Safety Improvements	Improving the safety of the Oliver Rd. and Balmoral Rd. intersection through geometric and signal improvements. An intersection that is complex, with 4 lanes of traffic in each direction, a multi-use trail crossing, and merge lane, it serves as a key junction to major arterials and two of the city's biggest employers; Lakehead University and the Thunder Bay Regional Health Sciences Centre. The intersection has a history of high rates of collisions, as such, is a barrier to active transportation. Improvements will reduce safety and comfort barriers and encourage more cycling.	Intersection of Oliver Road and Balmoral Road.	Rehabilitation	Aug-18	Oct-18	The potential for increased ridership at this intersection is high because this intersection in the main corridor that Lakehead University students use to access the University from their homes. As well, staff and professors employed at the university also use this intersection, as there is a multi-use trail that runs parallel from Balmoral St. on the west side. Additionally, people commuting across town utilize this intersection to access the trail system that connects the north and south end of the city at this junction.	This project would improve the safety of cyclists who are commuting to work and school at a busy and dangerous intersection. By improving the signaling, adding bike signals, improving the lighting and other visibility markings, we could make this intersection far easier to navigate for cyclists, thus making a more appealing mode of transportation.
Oliver Rd. Multi-Use Trail	A new multi-use trail paralleling Oliver Rd., from Balmoral Rd. to Keith Jobbit Dr. would greatly improve upon the safety and comfort for cyclist commuters to and from the Hospital and the University. Currently, there are sharrows that do not meet OTM recommendations for the speed and volume of this corridor. A multi-use trail would seamlessly link into the existing and planned trail network.	Oliver Road from Balmoral St. to Keith Jobbit Dr.	New	Jul-18	Sep-18	The potential for increased ridership along this corridor is high because of the significant destinations along its length. Between Balmoral St. and Golf Links Rd. are several University buildings, including the main entrance, the sports complex, and the day care. As well, Thunder Bay largest employer (in a single location), the regional Hospital, is also located here. In addition to these major employers, this trail will link up two trail systems at the limits of the route, which will	This project would improve the safety of cyclists who are commuting to work and school along a busy corridor. It would also expand and interconnect the cycling network, as well as build connections to planned routes. Building a separated cycling route that links to both the University and Hospital will help to encourage risk intolerant people to ride for commuting purposes by fully separating them from traffic.

						create new possibilities for people who want to commute.	
John St./Algonquin St./Balmoral St. Intersection Safety Improvements	Improving the safety of this intersection through geometric and signal improvements. An intersection that is complex, with various lanes in each direction, a large merge island and merge lane, it serves as a key junction to two major arterials, two collector streets, five schools, and as a key link to Lakehead University and the Thunder Bay Regional Health Sciences Centre. The intersection's complexity makes it difficult to safely and easily navigate. Additionally, the project would include improving the multi-use trail connection to the intersection and bike lane integration.	Intersection of John Street, Algonquin Street, and Balmoral Street	Rehabilitation	Aug-18	Oct-18	This intersection, if improved, will greatly increase the visibility of cycling infrastructure and the comfort of people who are cycling. This intersection links up the trail network that connects to the university, and the on-road facilities that connect west and eastbound. By increasing the prominence and protection, people who would otherwise be deterred will be encouraged.	This project would improve the safety of cyclists who are commuting to work and school at a busy and dangerous intersection. By improving the signaling, adding bike signals, improving the lighting and other visibility markings, and making a smoother, more intuitive interface between the trail and the merge island, we can make this intersection far easier to navigate for cyclists, thus making a more appealing mode of transportation.
Bridge over McIntyre Floodway into River Terrace subdivision	The design and build of a new multi-use bridge over and across the McIntyre Floodway would enable quick and easy access between two substantial employment areas. Currently, in order for people on either side of this floodway, there is a lengthy and circuitous route that they must take. This would substantially shorten that route, thus providing easier access to people who work at the University, Hospital, and nearby schools and EMS centre. This improvement would be of benefit for commuters of all ages - adults and youth.	48.434848, - 89.258300	New	Nov-17	Oct-18	This new bridge will link two neighbourhoods that are separated by a river. By making this connection, people living on the north side of the river will be able to easy access the River Terrace neighbourhood, the hospital, and the university. People living in River Terrace will be able to easy access services and schools on the other side. The potential for low-stress cycling is significant.	This project would create new trail connectivity between the River Terrace subdivision and the residential neighbourhoods east of River Terrace. Currently, the McIntyre Floodway is a barrier to cycling between these two areas. On either side are major employers such as the Regional Hospital, University, public schools, and retailers. This new bridge would provide a quick and easy connection between the areas.
TBRHSC Multi-Use Trail	The construction of multi-use trail that parallels the access roadway at the Thunder Bay Regional Health Sciences Centre. The trail would provide a separated route for cyclists wishing to access the hospital or trail systems in the surrounding area.	Starting at Keith Jobbitt Dr. at Oliver Rd., along Ron Saddington Way to the trail entrance into River Terrace.	New	Nov-17	Oct-18	The potential for increased ridership due to this trail being built is high, as many people find riding on the Regional Hospital ring road intimidating. This trail will provide a scenic route to bypass that road, while still having access to the hospital, university, and other trail networks.	This project would improve safety and comfort for people wishing to cycling and access major destinations. Taking people off the road, yet in close proximity to destinations, would attract new and interested cyclists.

Hospital-University-Bridge-Trail Connection	The design and construction of a new asphalt multi-use trail to tie into the new bridge over the McIntyre Floodway. This trail would be a significant upgrade from the hardpack trail and would improve comfort and accessibility for all users.	Branching off of the existing multi-use trail at 48.417042, - 89.268812, over the new bridge, and connecting to the other multi-use trail at 48.419772, - 89.266594	New	Nov-18	Oct-19	This trail would compliment the construction of the bridge over the McIntyre Floodway and further increase the desirability of cycling as a mode of transportation by establishing a visually interesting route that intuitively links major destinations, such as the Hospital, university, college, and south side trail system.	This project would provide an improved travel surface for people cycling to cross the bridge to cross the McIntyre floodway. This new trail would tie into the existing trail systems, using a familiar asphalt surface and integrate the trail into a recognizable network. This new trail would appeal to a broad range of cyclists, as the trail would have a nice surface to travel on and be fully accessible. It would increase the use of the new bridge.
Multi-Use Trail down Hillcrest Park	The design and construction of a new asphalt multi-use trail down Hillcrest Park. The new trail would link up to the work done to establish the Windsor/Bay Active Living Corridor and the planned World War II park improvements. The trail would provide an accessible link between the Mariday Park community and the Bay and Algoma Shopping District.	Beginning at the west corner of Colonel Keene Dr., heading southwest, and terminating at Cornwall Avenue.	New	Nov-17	Oct-18	This facility would increase ridership by making an important connection in the cycling network. This trail would improve the functionality of the Windsor/Bay Active Living Corridor by linking with a desirable shopping area and providing residents living below the park easier access to the schools and recreation opportunities above the park. Currently, the only way for a cyclist to ascend or descend the park is to carry their bike up stairs or take a steep and circuitous route on main roads; this new trail would allow people to ride and get a great view as well. We believe that this will encourage more commuter cycling for errands.	This trail would complete the Windsor/Bay Active Living Corridor and would provide an accessible trail on Hillcrest Park.
High St. PXO	The design and construction of a new pedestrian crossover at High Street, near Bay St. to improve crossing opportunities to access both the Active Living Corridor, the Park, and the multi-use trail.	50 meters north of Bay St. and High St.	New	Nov-17	Oct-18	This new safe crossing would encourage more cycling by removing a significant safety barrier in the network. While a pedestrian crossing, the establishment of a controlled crossing would improve the number of safe crossing opportunities for cyclists trying to cross High Street. At peak commuting times, High Street is very difficult for cyclists to cross safely. This then, is a major deterrent for parents and youth who want to ride to school or adults who wish to use the active living	This project would improve the cycling network by making it safer for cyclists of all ages and abilities.

						corridor to access work or for errands. This would allow vulnerable cyclists the chance to cross the road pedestrian style at a safe crossing, thereby removing a barrier to cycling.	
Long-Term Bike Parking Program - Bike Locker Implementation	The implementation of a new bike parking program aimed at incentivising long-term bike parking solutions. Currently, there is only one bike locker in Thunder Bay. Although there is a need for long-term bike parking at key employment areas, most employers are unwilling to invest the amount needed for bike lockers, although they are supportive (in principal) of the facility and service it provides. This program would offer a limited number of subsidized bike lockers to help build a business case and community experience with lockers to generate more interest, awareness, and support for them.	Various locations around Thunder Bay	New	Nov-17	Sep-18	This project will increase ridership by targeting locations with large employers who have staff who are interested in cycling but worried about leaving their bikes in uncovered and unsecured locations for long periods of time. By removing this barrier and promoting it to employees, the program will encourage more cycling by virtue of novelty, a feeling of empowerment, and security in having good end-of-trip facilities available.	The establishment of long-term bike parking at key employment areas will reduce a significant barrier to cycling in Thunder Bay. Cyclists are aware that if they leave their bikes in the public with minimal protection, there is a high likelihood of vandalism and theft. Bike lockers at key employers will provide excellent all-day security for cyclists. This will significantly reduce the fear of theft. As well, the lockers will be a significant visual element that will promote cycling as a viable and legitimate form of transportation that is actively supported by key employers.
Park and Ride (Westfort Playfield)	The establishment of a Park and Ride station at the Westfort Playfield. Setting up a designated parking area and providing bike lockers so that Thunder Bay's significant south-west rural population will have the ability to shorten their driving commute and have an attainable cycling commute.	Westfort Playfield parking lot	New	Nov-17	May-18	This Park and Ride will encourage greater ridership by significantly reducing the distance people have to cycle. Aimed at rural residents, this facility will serve the needs of a large rural community that has expressed interest in cycling.	By providing a safe location for people to store their bikes and a place to park, people will be able to easily switch transportation modes and have access to the cycling network. This will result in better use of municipal investments and encourage multi-modal transportation, thereby reducing carbon emissions.
Park and Ride (LRCA)	The establishment of a Park and Ride station at the Lakehead Regional Conservation Authority (LRCA). Setting up a designated parking area and providing bike lockers so that Thunder Bay's significant north-west rural population will have the ability to shorten their driving commute and have an attainable cycling commute.	LRCA parking lot	New	Nov-17	May-18	This Park and Ride will encourage greater ridership by significantly reducing the distance people have to cycle. Aimed at rural residents, this facility will serve the needs of a large rural community that has expressed interest in cycling.	This Park and Ride would significantly reduce the distance barrier and convenience barrier for people who live in rural locations but still wish to commute actively. By providing a safe location for people to store their bikes and a place to park, people will be able to easily switch transportation modes and have access to the cycling network. This will result in better use of municipal

							investments and encourage multi-modal transportation, thereby reducing carbon emissions.
Golf Links and Oliver Rd. Intersection Improvements	The undertake a design process and reconstruction of the Golf Links Road and Oliver Road intersection to enhance the safety of cyclists navigating across it.	Golf Links Road and Oliver Road.	Rehabilitation	Nov-17	Sep-18	Safety is always a concern for cyclists and often perception of safety can be as significant a barrier as collisions themselves. The newly constructed multi-use trail that parallels Golf Links Road crosses Oliver Road. This intersection didn't receive any geometric changes to accommodate these new users. By making improvements people will feel safer in the intersection and they will have more clarity about when it is safe to cross. These improvements will encourage more commuting usage as the intersection will be more efficient for commuting.	This project will encourage more cycling by better linking the cycling network. A poorly design intersection can be a significant barrier to cycling, as there are implied dangers. This will improve and enhance the cycling network.
Victoria Ave. Cycletracks (Edward to Waterloo)	The conversion of an existing bike lane on Victoria Avenue to a raised cycletrack. This project would happen in conjunction with a planned rehabilitation project.	Victoria Avenue from Waterloo Street to Edward Street.	Rehabilitation	Nov-17	Sep-18	This is a major east-west route that connects to many of the major destinations in the south end of the City. Many of the complaints heard have been in relation to the discomfort felt by cyclists riding close to fast-moving traffic. This new facility would encourage more commuting cycling by adding protected facility on a significant stretch of a major east-west corridor.	This project would result in a cyclist facility far more suited to the road conditions than the current, standard painted bike lane. By improving the quality of the facility and increasing automobile-cyclist separation, cyclists' fear of being struck while cycling will decrease and ridership will increase.
Chapples Multi-Use Trail (Wequedong Lodge to Dease W/S, down Dease St.)	The construction of a new multi-use cycletrack Balmoral Street that extends the existing multi-use trail, the establishment of a new bike lane down Dease Street, and geometric improvements to the Dease Street and Balmoral Street intersection to accommodate the new cycling facilities.	Balmoral Street from the north entrance of Wequedon Lodge to Dease Street and Dease Street from Balmoral Street to its terminus at the entrance of Chapples Park.	New / Rehabilitation	Nov-17	Sep-18	This project would increase commuter cycling by providing a logical extension of the multi-use trail that runs parallel to Balmoral Street, from William Street to the north entrance of Wequedon Lodge. The cycletrack would terminate at Dease Street, which would provide two branches: one eastbound to the VictoriaVille BIA; one westbound to the Chapples park recreational area. The new bike lane on Dease Street would help cyclists navigate their way to Chapples Park and help cyclists leaving Chapples park navigate onto the broader cycling network.	This project would see the expansion of the local cycling network and new linkages being established to key destinations. Additionally, the proposed facilities exceed the recommended OTM Book 18 facilities, providing additional separation to further increase cyclist comfort. The focus of these new connections are for commuter cyclists.

Ford St. Trail from Walnut St. to Walsh St. + 2 PXOs	The extension of the Walsh Street multi-use trail from its terminus at Walnut Street to Walsh Street. The establishment of two new pedestrian crossovers on Victoria Avenue and Arthur Street along the route of the new multi-use trail.	Paralleling Ford Street from Walnut Street to Walsh Street, with a pedestrian crossover located at Ford Street and Victoria Avenue and a pedestrian crossover located at Ford Street and Arthur Street.	New	Nov-17	Oct-18	This project would encourage greater commuter cycling by establishing a north-south trail that extends from the south end of the city and connects into the established trail network that extends into the north end of the city. By providing an off-road option on a quiet street, the facility will attract cyclists of all ages and abilities. The provision of a safe crossing at the two busy intersections will further enhance safety and comfort along this route and encourage more usage.	This project would result in a fuller cycling network in Thunder Bay, safer cycling through improved intersections, and higher ridership by increasing the convenience and comfort by cycling commuters.
Multi-Use Bridge over Neebing River for Parkdale	The design and construction of a new multi-use bridge, including approaches, that would span the Neebing River and provide direct access from the Parkdale subdivision to the retail services along Arthur Street.	The Neebing River roadway allowance, with the bridge located at 48.383728, - 89.305929	New	Nov-17	Oct-18	This project would result in greater commuter cycling by providing a direct connection between a large subdivision and a nearby large retail centre. For cyclists to access this area now, they have to traverse a multitude of roads without cycling facilities and take a long, inefficient route. This facility would link into the main trail system and provide a short, easy route to the retail area.	This project would result in a facility that would significantly reduce the travel time for cyclists wanting to shop or access services and, as a separate trail, it would reduce the perceived danger of accessing the shopping area via a busy, wide roadway. The new bridge would also encourage more community commuting by creating a new, easy access to the subdivision.
Carrick-Vickers Multi-Use Bridge over the McIntyre Floodway	The design and construction of a new multi-use bridge, including approaches, that would span the McIntyre Floodway and provide a continuous, direct north-south route that services cross-town commuting on low traffic streets.	Connecting Carrick St. to Vickers St., over the McIntyre Floodway. 48.399596, - 89.250075 . Length of span: 50m, plus trail alignments	New	Feb -18	Dec-19	In the City's 2009 Active Transportation Plan, the Carrick-Vickers corridor is identified as the priority north-south cycling route for connecting the two sides of the city. The proposed updated Cycling Plan again shows the Carrick-Vickers as a priority corridor; but in the new plan, is calling it a 'rapid-implementation project' to address the urgent need for a cross-town cycling corridor to link the two downtown cores. The biggest obstacle to making this happen is the substantial waterway crossing over the	This project would result in the key piece of infrastructure needed to quickly develop a north-south cycling route across Thunder Bay. The majority of the route can be easily implemented with bike lanes, signed routes, and a multi-use trail. This route would increase commuter cyclists by providing a route with fewer signalized intersection crossings than other parallel routes, lower traffic volumes, lower speeds, and portions completely separated from

						<p>McIntyre Floodway. The construction of a multi-use bridge connecting these two streets would provide a low-stress, low-risk, direct, intuitive, and visually-striking route for cyclists to take to safely and easily get across town. The bridge would tie into the existing trail network on the north side of the floodway and inspire new trails on the south side to lead people to key destinations by bike.</p>	<p>traffic. The bridge in particular would address the gap in this route; a route that connects both downtown cores. As the bridge connects to a multi-use trail that ties into a major shopping area, south-side residents will now have a safer option for that type of commuting. As the multi-use trail connects up to the College, those students will have a much easier time accessing shopping, services, and employment on the south side of the city. As well, south-side residents will be able to more easily access shopping areas further down Carrick St., such as the Real Canadian Superstore and others. Psychologically, this bridge, in establishing this cross-town route, will encourage commuter cycling by overcoming the most-cited barriers: fear of aggressive traffic and a desire for an alternative. If built with an intuitive alignment, the new bridge can be mentally-mapped as a fairly direct and easy-to-access route for cycling.</p>
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## **SCHEDULE “D”**

### **DESCRIPTION OF ANNUAL ALLOCATIONS**

#### **D1.0 ANNUAL ALLOCATIONS**

- D1.1 Annual Declaration of OMCC Participation.** The Recipient will provide to the Province, on or before the Effective Date and annually thereafter, regardless of whether or not the Recipient chooses to participate in the OMCC Program in any Funding Year, an Annual Declaration of OMCC Participation in the form set out in Sub-schedule “D.2” (Form of Annual Declaration of OMCC Participation).
- D1.2 Province’s Review and Approval of Annual Declaration of OMCC Participation.** Upon receipt, the Province will review the Annual Declaration of OMCC Participation, together with any other declarations, reports or documents received from the Recipient pursuant to the Agreement, and may take one of the following actions: 1) approve it; 2) request for it to be modified and resubmitted for approval; or 3) refuse to approve it. Upon approval, at the Province’s sole discretion, Sub-schedule “D.1” (Table of Annual Allocations) will be amended and the Table of Annual Allocations deleted and replaced with a new table to capture any required changes.
- D1.3 Annual Allocation Maximum Amount.** The Annual Allocation in any Funding Year will be up to the amount set out in the updated Table of Annual Allocations, pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation), for that Funding Year.

#### **D2.0 CHANGES TO ANNUAL ALLOCATIONS**

- D2.1 Changes to Annual Allocations.** Subject to section D2.2 (Amending Agreement for Changes to Annual Allocations), the Parties agree that changes including, without limitation, the deletion and replacement of the Table of Annual Allocations in Sub-schedule “D.1” (Table of Annual Allocations) on a yearly basis pursuant to section D1.2 (Province’s Review and Approval of Annual Declaration of OMCC Participation) will be made to the Annual Allocations.
- D2.2 Amending Agreement for Changes to Annual Allocations.** Any change made to the Annual Allocations, pursuant to section D2.1 (Changes to Annual Allocations), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

**SUB-SCHEDULE "D.1"**  
**TABLE OF ANNUAL ALLOCATIONS**

<b>FUNDING YEAR</b>	<b>PARTICIPATION IN THE OMCC PROGRAM FOR THE FUNDING YEAR (YES/NO)</b>	<b>ANNUAL ALLOCATION FOR THE PROJECTS</b>	<b>RECIPIENT CONTRIBUTION</b>	<b>OTHER FINANCIAL CONTRIBUTION</b>
<b>2017-2018</b>	Yes	\$ 910,579.32		
<b>2018-2019</b>				
<b>2019-2020</b>				
<b>2020-2021</b>				
<b>TOTAL</b>		\$ 910,579.32		

**SUB-SCHEDULE “D.2”  
FORM OF ANNUAL DECLARATION OF OMCC PARTICIPATION**

**ANNUAL DECLARATION OF OMCC PARTICIPATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the authorized representative of the Recipient.]  
Address: [Enter the address of the authorized representative of the Recipient.]  
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]  
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]

**RE: Ontario Municipal Commuter Cycling Program (“OMCC Program”) - Annual Declaration of OMCC Participation**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ **[Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).]**, having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. The Recipient will participate in the OMCC Program for the **[Enter the Funding Year.]** and requests funding for each of the projects listed in this declaration.

2. The Recipient has a population, as indicated in the applicable box at the end of each of the following statements:

a) of 15,000 individuals or greater.

☐ yes ☐ no

b) less than 15,000 individuals.

☐ yes ☐ no

3. The Recipient, as indicated in the applicable box at the end of each of the following statements:

a) has a municipal council approved cycling plan, a copy of which can be accessed at **[Enter the link.]** or is attached to this declaration, or both, and all the projects listed in this declaration for consideration for OMCC funding are supported by this plan.

☐ yes ☐ no

b) if the Recipient's answer under a) above is no, will develop a cycling plan. Once the municipal council has approved the plan, the Recipient will submit a copy of it to the Province. The Recipient will then also provide to the Province a list of projects supported by the plan for the Province's consideration for OMCC funding.

☐ yes ☐ no

4. If the Recipient has a population of 15,000 individuals or greater, the Recipient has not and will not use OMCC Funds for any project until the municipal council has approved the cycling plan under which the project is supported, and the Province has approved and added the project on the Eligible Projects List.
5. The Recipient is submitting the following projects for the Province's consideration for OMCC funding for the **[Enter the Funding Year.]**:

PROJECT TITLE	PROJECT LOCATION AND LENGTH	POTENTIAL START DATE	POTENTIAL COMPLETION DATE	CURRENT ESTIMATED WEEKDAY RIDERSHIP IN PROJECT AREA	POTENTIAL COMMUTER RIDERSHIP OF COMPLETED PROJECT	COMMUTER OR FREQUENT CYCLING BENEFITS	MAJOR ORIGIN/ DESTINA- TION	POTENTIAL VEHICLE TRIP REDUCTION

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

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

Title:

\_\_\_\_\_  
Witness Name:

Title:

## **SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS**

### **E1.0 DEFINITION**

**E1.1 Definition.** For the purposes of this Schedule “E” (Eligible and Ineligible Costs):

**“Eligible Costs Date of Effect”** means:

- (a) the Effective Date; or
- (b) in the case of the 2017-18 Funding Year for Eligible Projects included in applications submitted by September 8, 2017, May 30, 2017.

### **E2.0 ELIGIBLE COSTS**

**E2.1 Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of the Eligible Costs Date of Effect.

**E2.2 Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the design and construction of an Eligible Project. Eligible Costs include, unless the Province otherwise provides in writing, only the following capital costs that are directly attributable to the commuter cycling component of the Eligible Project:

- (a) municipal council approved initial cycling plan and any update to the initial plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (b) municipal council approved active transportation plan, up to a maximum of 80% of the total Funds to be provided under the Agreement towards the Eligible Costs of the Projects;
- (c) design and engineering;
- (d) materials to construct an Eligible Project;
- (e) labour to construct an Eligible Project; and
- (f) costs not listed in paragraphs E2.2 (a), (b), (c), (d) and (e) that the Province considers necessary for the successful implementation of an Eligible Project and which have received the prior written approval of the Province.

## **E3.0 INELIGIBLE COSTS**

**E3.1 Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E2.0 (Eligible Costs), all other costs will be considered an Ineligible Cost. Without limitation, indirect costs listed in section E3.2 (Indirect Costs), the costs that are over and above the OMCC Program scope listed in section E3.3 (Costs Above Projects Scope), and the following costs will be considered, at the sole discretion of the Province, Ineligible Costs:

- (a) planning costs;
- (b) data collection;
- (c) tourism cycling infrastructure;
- (d) recreation cycling infrastructure;
- (e) low frequency cycling infrastructure;
- (f) multi-use infrastructure, unless it is primarily for commuter cycling and not primarily for other cycling, active transportation or other modes of transportation;
- (g) planning;
- (h) property acquisition, property costs, ancillary property acquisition costs and any interest in land;
- (i) administration/overhead by the Recipient, municipal staff and municipal project management;
- (j) legal;
- (k) maintenance or minor capital improvements to existing commuter cycling infrastructure;
- (l) landscaping;
- (m) maintenance work;
- (n) roadway works (if constructed at the same time as the Eligible Project, only the Eligible Project's Eligible Costs will be funded);
- (o) operational costs;
- (p) data collection required for the Usage Data Report;
- (q) communications events, including educational or promotional signage;
- (r) roadway lighting not specifically for commuter cycling infrastructure;
- (s) end of route or in-route support facilities, including but not limited to showers, change rooms, benches for resting;
- (t) data collection (other than capital costs associated with purchasing automatic bicycle counters) costs;
- (u) Recipient's regular business costs;
- (v) environmental assessment and other approval costs;
- (w) storage costs for projects which extend for more than one year;
- (x) financing charges;
- (y) pedestrian-only or motor vehicle infrastructure;
- (z) GIS mapping;
- (aa) in-kind contributions, including labour and materials;
- (bb) work initiated prior to May 30, 2017;

- (cc) non-commuter cycling infrastructure or other works located on or adjacent to the Eligible Project that is part of an Eligible Project;
- (dd) addition/modification of roadways, intersections or turning lanes for motor vehicles and that are not part of an Eligible Project;
- (ee) infrastructure additions/modifications that do not increase commuter cycling (e.g., decorative lighting and paving); and
- (ff) any other costs which are not specifically listed as Eligible Costs in section E2.2 (Scope of Eligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

**E3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Costs and are not eligible for funding under the OMCC Program:

- (a) applying for provincial funding;
- (b) OMCC Program evaluation and audit, unless otherwise explicitly set out in the Agreement;
- (c) office space in a facility, including a maintenance and storage facility;
- (d) obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (e) costs associated with planning studies and project planning, other than those specified in the Eligible Projects List, including the Recipient's Official Plan and Transportation Master Plan;
- (f) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (g) any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Projects;
- (h) carrying costs incurred on the funding share of any funding partner;
- (i) municipal staff travel;
- (j) litigation costs, including any litigation costs, incurred by the Recipient in proceedings against the Province or the Recipient;
- (k) costs not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

**E3.3. Costs Above Projects Scope.** The Province will not fund expenditures related to activities undertaken as part of the Projects that are over and above the scope

of the Projects on the Eligible Projects List. These costs include, but are not limited to:

- (a) upgrading municipal services and utilities;
- (b) relocating municipal services and utilities unless specifically required for the Eligible Project;
- (c) upgrades to materials beyond pre-existing municipal standards; and
- (d) costs for Eligible Projects not completed by December 30, 2020.

## **SCHEDULE “F” REPORTING AND EVALUATION**

### **F1.0 ANNUAL FINANCIAL REPORTS**

- F1.1 Annual Financial Reports.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province an Annual Financial Report, in the form provided in section F5.3 (Form of Annual Financial Reports), on or before January 28 of each Funding Year. The Annual Financial Report will:
- (a) be certified by the senior financial officer of the Recipient listed in Schedule “B” (Recipient Information), and identify any actual or potential financial issues in carrying out any of Eligible Projects, and corresponding mitigating strategies;
  - (b) account for all Eligible Costs incurred for each Eligible Project completed or in the process of being completed, and include appropriate confirmation that the Recipient has provided its 20% share of Eligible Costs for each Eligible Project;
  - (c) declare any interest earned on the Funds and the use of that interest for the implementation of any Eligible Project; and
  - (d) include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

### **F2.0 ANNUAL IMPLEMENTATION REPORTS**

- F2.1 Annual Implementation Reports.** Unless the Province specifies otherwise in writing to the Recipient, the Recipient will submit to the Province an Annual Implementation Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report) certified by the senior financial officer of the Recipient identified in Schedule “B” (Recipient Information) and a professional engineer, identifying any actual or potential project, its current status and implementation issues in carrying out any Eligible Project and corresponding mitigating strategies, on or before January 28 in each Funding Year.
- F2.2 Annual Eligible Projects Declaration.** The Recipient will submit, together with each Annual Implementation Report, an Annual Eligible Projects Declaration in accordance with Article J3.0 (Annual Eligible Projects Declaration).

### **F3.0 FINAL REPORT**

**F3.1 Final Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will submit to the Province a Final Report, in the form provided in section F5.2 (Form of Annual Implementation Reports and Final Report), on or before February 28, 2021.

**F3.2 Aboriginal Consultation Reporting.** The Final Report will also include, if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it.

#### **F4.0 USAGE DATA REPORTING**

##### **F4.1 Completion of post-project Evaluation.**

- (a) Unless the Province otherwise agrees, at its sole discretion and in writing, the Recipient agrees to conduct a post-project evaluation of each Eligible Project for the first 24 months after each Eligible Project is opened for use.
- (b) The purpose of the post-project evaluations in paragraph (a) is to assist the Province in assessing the increase in commuter cycling resulting from each Eligible Project and the resultant GHG benefits.

##### **F4.2 Usage Data Reports.**

- (a) An Eligible Projects Usage Data Report will be submitted after each Eligible Project within 30 days of completing the required counts.
- (b) The Recipient will submit to the Province a Final Usage Data Report that summarizes all Eligible Projects Usage Data Reports no later than 60 days after March 31, 2023. Despite the above, if all of the data collection requirements in the Agreement have been met, the Recipient can submit the Final Usage Data Report earlier.
- (b) The Recipient will, in accordance with section F4.3 (Required Counts for an Eligible Projects Usage Data Report) and for the purpose of the Usage Data Reports, count the number of cyclists using the infrastructure built for each Eligible Project.
- (c) For each collection period, the Recipient will specify the day of the week, date and time of day the count was conducted, as well as the weather conditions at the time of the count.
- (d)
- (e) The Recipient must submit two Eligible Projects Usage Data Report for each Eligible Project, one for first 12 months of operation and one for the second

12 months of operation.

- (d) If the Recipient already has an established counting program, the Recipient can use it and submit extra data.

**F4.3 Required Counts for an Eligible Projects Usage Data Report.** The Recipient will collect the data for an Eligible Projects Usage Data Report using the following counting methods:

**Automated Counters (Permanent and Portable)**

- (a) If automated counters are installed for any Eligible Project, the Recipient will collect data for that Eligible Project using the automated counters.
- (b) The Recipient will collect data, under (a) above, on a 24-hour daily continuous basis for the timeframes specified in F4.4 (Data Collection Timeframe).

**Manual Counts**

If manual counts are carried out for a completed Eligible Project, the Recipient agrees to complete 3 counts in the same month for the timeframes specified in F4.4 (Data Collection Timeframe) as follows:

- (a) one count on a Tuesday, Wednesday or Thursday between 07:00 and 10:00;
- (b) a second count on the Tuesday, Wednesday or Thursday used for paragraph F4.3(a) for any two consecutive hours between 15:00 and 19:00; and
- (c) a third count on the Saturday preceding or following the counts in paragraphs F4.3(a) and (b) between 12:00 and 14:00.

**F4.4 Data Collection Timeframe.** The Recipient will collect data for the Usage Data Report after Substantial Completion of each Eligible Project. The Recipient will submit an Eligible Projects Usage Data Report for that Eligible Project to the Province at .

**Automated Counters (Permanent and Portable)**

- (a) Recipients with automated counters will collect data for 24 consecutive months after an Eligible Project is opened for use, and aggregate those data as directed by the Province.
- (b) Recipients with permanent automated counters on the site of an Eligible

Project will collect data continuously for the first 24 months.

- (c) Recipients with portable automated counters, whether purchased with Funds or not, will collect data continuously 24 hours per day for 7 consecutive days, twice in the first 12 months of operation at least five months apart, and twice in the second 12 months of operation at least five months apart..

### **Manual Counts**

- (a) The Recipient will collect data as follows:
  - (i) If the Recipient's population is less than 15,000 individuals, the Recipient will collect data in September and May or July of each year for 24 months.
  - (ii) If the Recipient's population is 15,000 individuals or greater, the Recipient will collect data once per season (4 times per year) for 24 months.

**F4.5 Costs.** The Recipient will be responsible for its own costs in relation to the data collection, and the preparation and submission of the Usage Data Report.

## **F5.0 ADMINISTRATIVE PROCEDURE AND FORM**

**F5.1 Administrative Procedures.** The Recipient will, when submitting Reports, follow the administrative procedures specified by the Province.

**F5.2 Form of Annual Implementation Reports and Final Report.** The Annual Implementation Reports and Final Report will be in a form satisfactory to the Province and will include all of the following:

- (a) a detailed description and status of work for each Eligible Project, whether under development or completed, for which Funds will be or have been used, including photographs;
- (b) projected completed date of each Eligible Project under construction or for which Funds are projected to be used to complete the Eligible Project by December 30, 2020;
- (c) how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied in the Funding Year;
- (d) copies of certificates of Substantial Completion for each Eligible Project;

- (e) a warrant for each Eligible Project that any required approval including, without limitation, land approval has been obtained and complied with;
- (f) details of how the objectives of the Province have been met;
- (g) if required pursuant to section I3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record, as defined in section I1.1 (Definitions), and any update to it; and
- (h) any other information respecting the Projects the Province may, at its sole discretion, request.

**F5.3 Form of Annual Financial Report.** The Annual Financial Report will be in a form satisfactory to the Province and will include all of the following:

- (a) the Funds spent on each Eligible Project;
- (b) Eligible Costs of each Eligible Project;
- (c) funding provided by the Recipient and received from third party sources for each Eligible Project;
- (d) the amount of Funds in the interest bearing account at the beginning and end of each Funding Year;
- (e) the interest earned on the Funds and the use of the interest for the Eligible Costs of Eligible Projects;
- (f) Funds remaining in the interest bearing account by December 30, 2020; and
- (g) details on how the Province's interests, with respect to climate change by reducing vehicle trips and GHGs through increased commuter cycling, have been met.

## **F6.0 PUBLIC DOCUMENTS**

**F6.1 Public Documents.** The Recipient acknowledges and agrees that the Reports and any other report will be public documents.

## **F7.0 CHANGES TO REPORTING**

- F7.1 **Changes to the Reporting.** Subject to section F7.2 (Amending Agreement for Changes to the Reporting), the Parties agree that changes, as determined by the Province at its sole discretion, may be made to the reporting.
- F7.2 **Amending Agreement for Changes to the Reporting.** Any change made to the reporting, pursuant to section F7.1 (Changes to the Reporting), must be documented through a written agreement executed as set out in section 4.3 (Execution of Amending Agreements - Exceptions).

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

### **G1.0 PURPOSE**

- G1.1 **Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products to recognize the contributions of the Government of Ontario and the Recipient.

### **G2.0 GENERAL PRINCIPLES**

- G2.1 **Promotion.** The Recipient must promote each Eligible Project when opened for use by cyclists through communications activities and products as being funded by the province through Climate Action Plan funding. The Recipient must also promote that each Eligible Project’s purpose is to support GHG reduction by supporting increase commuter cycling.
- G2.2 **Joint Communications.** The Recipient agrees to obtain the Province approval for all communications products and to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G2.3 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in any Eligible Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G2.4 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G2.5 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G2.6 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G2.7 **Approval of Province.** All communications must reference the Government of Ontario and must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

### **G3.0 PROJECT COMMUNICATIONS**

G3.1 **General.** All written communications concerning the Agreement and any Eligible Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.

G3.2 **Provincial Funding Statement.** All public information material made by the Recipient concerning the Agreement and any Eligible Projects will clearly indicate that the Eligible Project is partially funded by the Government of Ontario.

#### **G3.3 Project Promotion.**

- (a) The Recipient is responsible for the promotion and its activities and objectives within their jurisdiction. The Recipient will provide for each Eligible Project, as appropriate, project communications such as: a project web site, print, audiovisual and other communications about the Eligible Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place. The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.
- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues concerning the Agreement and any Eligible Project. The Province will advise the Recipient, where appropriate, about media inquiries.
- (d) The Recipient and the Province reserve the right to refer to the Funding provided in their own separate, and non-OMCC Program specific communications. Each commits to acknowledging the other's involvement in the OMCC Program.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about each Eligible Project to the Province to support wider communications about the provincial funding.

### **G4.0 COMMUNICATING WITH THE PUBLIC**

#### **G4.1 General.**

- (a) The Recipient will provide Notice to and consult with the Province, a

minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to any Eligible Project. This is to provide the Province with sufficient notice of key communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance Notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.

- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Agreement. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that a completed Eligible Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G3.3(b).

**G4.2 Signing of the Agreement.** The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

**G4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the OMCC Program and any Eligible Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.

**G4.4 News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of each Eligible Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.

**G4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**

- (a) The Recipient and the Province agree to hold news conferences at the

request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.

- (b) No public announcement relating to any Eligible Project, with the exception of those Notices described in paragraph G3.3(b), will be made by the Recipient without the prior consent of the Province.
- (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.

#### **G4.6 Signage.**

- (a) Prior to initiating construction and after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to each Eligible Project. The signage will be at least equivalent in size and prominence to the Recipient's and other contributors' signage. The signage will remain in place until 90 days after construction is completed.
- (b) The Recipient will provide and install, upon completion of each Eligible Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement for two years after the completion of the Eligible Project.
- (c) Except for signage acknowledging any Eligible Project funding, traffic control, safety devices, contractor signage, retail signage or normal construction related signage, no additional signage will be erected at each site by the Recipient.

**G4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out project-related communications events, including educational and promotional signage.

**G4.8 Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.

G4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

## SCHEDULE “H” DISPOSAL OF AND REVENUES FROM ASSETS

### H1.0 DEFINITION

H1.1 **Definition.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

### H2.0 DISPOSAL OF ASSETS

H2.1 **Payment If Early Disposal.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time on or before December 30, 2031, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset other than to the Province, a Local Government or a Crown agent of the Province. Upon disposal of the Asset, the Recipient hereby undertakes to pay an amount equal to the percentage of Funds received from the Province for the Asset, forthwith on demand, as set out in the table below:

DISPOSAL PERIOD	PERCENTAGE OF FUNDS (IN CURRENT DOLLARS)
On or before December 30, 2022	100%
After December 30, 2022 and on or before December 30, 2025	75%
After December 30, 2025 and on or before December 30, 2029	50%
After December 30, 2029 and on or before December 30, 2031	25%
After December 30, 2031	0%

## **SCHEDULE "I"**

### **ABORIGINAL CONSULTATION PROTOCOL**

#### **I1.0 DEFINITIONS**

**I1.1 Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

**"Aboriginal Consultation Plan"** means the Aboriginal Consultation Plan described in section I2.1 (Development of Plan).

**"Aboriginal Consultation Record"** means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

**"Aboriginal Community"** includes First Nation, Métis and Inuit communities or peoples of Canada.

#### **I2.0 ABORIGINAL CONSULTATION PLAN**

**I2.1 Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

**I2.2 Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

**I2.3 Provision of Plan to Province.** If, pursuant to section I2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

**I2.4 Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### **I3.0 ABORIGINAL CONSULTATION RECORD**

- I3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to paragraph F1.1(d), subsection F3.2 (Aboriginal Consultation Reporting) and paragraph F5.2(g).

### **I4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

- I4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract and Partner Agreement for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I4.1 (Notification to and Direction from the Province).

## **SCHEDULE “J” CERTIFICATES AND DECLARATIONS**

### **J1.0 PROCEDURES**

- J1.1 **Procedures.** The Recipient agrees that this Schedule “J” (Certificates and Declarations) will apply to the Projects.

### **J2.0 ANNUAL FUNDING CERTIFICATES**

- J2.1 **Timing and Documents.** The Recipient will submit Annual Funding Certificates to the Province, in the form provided in Sub-schedule “J.1” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate), signed by the senior financial of the Recipient identified in Schedule “B” (Recipient Information) and completed to the Province’s satisfaction, attesting, amongst other matters, that all Funds have been spent on Eligible Projects and Eligible Costs.
- J2.2 **Timing of Annual Funding Certificate.** The Recipient will submit an Annual Funding Certificate to the Province, together with the Annual Financial Report, in each Funding Year.

### **J3.0 ANNUAL ELIGIBLE PROJECTS DECLARATION**

- J3.1 **Timing and Documents.** The Recipient will submit an Annual Eligible Projects Declaration to the Province, in the form provided in Sub-schedule “J.2” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration), signed by an approved Recipient representative and completed to the satisfaction of the Province.
- J3.2 **Timing of Annual Eligible Projects Declaration.** The Recipient will submit the Annual Eligible Projects Declaration as a component of the Annual Implementation Report to the Province.

### **J4.0 SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

- J4.1 **Timing and Documents.** The Recipient will submit to the Province, in the form provided in Sub-schedule “J.3” (Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion), a Solemn Declaration of Substantial Completion for each Eligible Project. The Recipient will include all of the documentation required in the Solemn Declaration of Substantial Completion and fully complete and execute the declaration.

J4.2 **Submission of Declarations of Substantial Completion.** The Recipient will submit the declaration(s) in each Funding Year as attachment(s) to the Annual Implementation Reports.

## **J5.0 FINAL ADJUSTMENTS**

J5.1 **Final Adjustments.** After the Recipient has submitted its Final Report and before the Expiry Date, the Parties will jointly carry out a final reconciliation of all Funds in respect of the Project and make any adjustments required in the circumstances.

**SUB-SCHEDULE "J.1"**  
**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM**  
**FORM OF ANNUAL FUNDING CERTIFICATE**

**ANNUAL FUNDING CERTIFICATE**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: **[Enter the name and title of the Senior Financial Officer of the Recipient.]**  
Address: **[Enter the address of the Senior Financial Officer of the Recipient.]**  
Telephone: **[Enter the telephone number of the Senior Financial Officer of the Recipient.]**  
Facsimile: **[Enter the facsimile number of the Senior Financial Officer of the Recipient.]**  
Email: **[Enter the email address of the Senior Financial Officer of the Recipient.]**

**ON BEHALF OF:** **[Enter the Recipient's name.]**

**RE:** **Ontario Municipal Commuter Cycling (OMCC) Program - Annual Funding Certificate**

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In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[Enter the legal name of the municipality.]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[Enter the name and title of the senior financial officer of the Recipient listed in Schedule "B" (Recipient Information).]**, an authorized representative of the Recipient, having made such inquiries as I have deemed

necessary for this certificate, hereby certify that to the best of my knowledge, information and belief for Funding Year **[Enter the Funding Year.]**:

On and as of the date set out below:

1. Funds have only been expended on Eligible Projects listed on the Eligible Projects List, as described in Sub-schedule "C.1" (Eligible Projects List) of the Agreement, and the Eligible Projects funded this Funding Year are as listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate.
3. The Eligible Projects listed in Appendix A (Eligible Projects for Funding Year) to this certificate will be completed by December 30, 2020.
4. The work undertaken for Eligible Projects conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.
5. Any Funds the Recipient received before the Recipient's immediate need were placed in an interest bearing account in accordance with section A4.5 (Interest Bearing Account) of the Agreement, and any interest earned on the Funds is noted in Appendix A (Eligible Projects Funding Year) to this certificate and was used only as noted in the appendix.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

Title:

\_\_\_\_\_  
Witness Name:

Title:

**APPENDIX A**

**ELIGIBLE PROJECTS FOR FUNDING YEAR [Note: Enter the Funding Year.]**

[illegible]

## INTEREST ON FUNDS

- (a) The interest earned on the Funds for the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (b) The interest earned on the Funds since the Effective Date of the Agreement is **[\$x dollars]**.
- (c) The interest used towards the Eligible Costs of Eligible Projects in the Funding Year to which this Annual Funding Certificate relates is **[\$x dollars]**.
- (d) The interest used for the Eligible Costs of Eligible Projects since the Effective Date of the Agreement is **[\$x dollars]**.

**SUB-SCHEDULE “J.2”  
ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
FORM OF ANNUAL ELIGIBLE PROJECTS DECLARATION**

**ANNUAL ELIGIBLE PROJECTS DECLARATION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the authorized representative of the Recipient.]  
Address: [Enter the address of the authorized representative of the Recipient.]  
Telephone: [Enter the telephone number of the authorized representative of the Recipient.]  
Facsimile: [Enter the facsimile number of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]  
Email: [Enter the email address of the authorized representative of the Recipient.]

**RE: Ontario Municipal Commuter Cycling Program - Annual Eligible Projects Declaration**

---

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ [Enter the name and title of the authorized representative of the Recipient listed in Schedule “B” (Recipient Information).], having made such inquiries as I have deemed necessary for this declaration, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

- a. all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
- c. and prior to the Recipient having used any of the Funds for an Eligible Project, the Recipient has complied with all of the requirements set out in paragraphs A32.1(c)(i), (ii) and (iii).
- d. the Recipient has attached a valid certificate of insurance for the current Funding Year;
- e. the Recipient has attached the municipal council approved enabling by-law for the current Funding Year;
- f. the Recipient has met the 20% funding requirements for each Eligible Project implemented with Funds;
- g. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for liens under that Act.

2. Funds were solely used towards the Eligible Costs of implementing the Eligible Projects listed on the Eligible Projects List

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

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

\_\_\_\_\_  
Witness Name:

Title:

Title:

**SUB-SCHEDULE "J.3"**  
**ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM**  
**FORM OF SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**TO:** Transportation Policy Branch  
Ontario Ministry of Transportation  
777 Bay Street, 30<sup>th</sup> Floor  
Toronto, ON M7A 2J8  
Telephone: 1-844-671-7438  
Facsimile: (416) 585-7204  
E-mail: cycling@ontario.ca

**FROM:** Name/Title: [Enter the name and title of the professional engineer.]  
Address: [Enter the address of the professional engineer.]  
Accreditation: [Enter the accreditation number of the professional engineer.]  
Telephone: [Enter the telephone number of the professional engineer.]  
Facsimile: [Enter the facsimile number of the professional engineer.]  
Email: [Enter the email address of the professional engineer.]

**RE: Ontario Municipal Commuter Cycling Program - Solemn Declaration of Substantial Completion**

In the matter of the Ontario Municipal Commuter Cycling (OMCC) Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [Enter the legal name of the municipality.] (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ [Enter the name and title of the professional engineer.], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. I am the \_\_\_\_\_ [Enter the title, department, or

**organization.],** and as such have knowledge of the matters set forth in this declaration.

2. The projects listed below in this declaration are listed in Sub-schedule "C.1" (Eligible Projects List) to the Agreement as Eligible Projects. These Eligible Projects have reached Substantial Completion, as defined in the Agreement, as follows:

ELIGIBLE PROJECT NAME	ELIGIBLE PROJECT DESCRIPTION	ELIGIBLE PROJECT LOCATION	SUBSTANTIAL COMPLETION DATE FOR THE ELIGIBLE PROJECT

3. The value of the Eligible Costs for substantially completed work on each Eligible Project listed in section 2 above is as noted below:

ELIGIBLE PROJECT NAME	ELIGIBLE COSTS FOR THE ELIGIBLE PROJECT	RECIPIENT'S CONTRIBUTION TOWARDS THE ELIGIBLE COSTS OF THE ELIGIBLE PROJECT

4. The work for all Eligible Projects described in this declaration:

- was supervised and inspected by qualified staff;
- conforms with the plans, specifications and other documentation for the work;
- conforms with the Environmental Laws (as defined in the Agreement), and appropriate mitigation measures have been implemented; and
- conforms with the requirements set out in paragraph A4.8(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at \_\_\_\_\_ (city), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

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

\_\_\_\_\_  
Witness Name:

Title:

Title:

Ken Shields

24 Ruttan Street

Thunder Bay, Ontario.

P7A 5C3

807-627-7200

Office of the City Clerk,

I am requesting a Deputation to Thunder Bay City Council, Committee of the whole meeting, July 22, 2019. One other person will be joining me, I will advise once we know their availability.

We will be asking the city to use the funds from the Ontario Municipal Commuter Cycling fund to build a bridge connecting Vickers Street and Carrick Street <https://www.tbte.ca/carrick-vickers-bridge/> and budget for any required funds required. Administration is in unproductive talks with CN and is willing to allocate the funds elsewhere.

A bridge at this location is a major link of the Active Transportation Master Plan <http://thunderbaytmp.ca/>

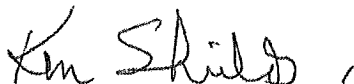
Why?

- A bridge linking North Vickers and Carrick has been on the Active Transportation plan for over 10 years. No other single project can do more to actively connect people north and south, other than the Memorial Link. The City of Thunder Bay has plenty of safe 4 lane roads connecting the economies in the north and south of the city for motor vehicles, this bridge would finally provide one for cyclists.
- The CN and the city are not engaged in talks after over a year of waiting on CN.
- The funds from the province must be spent by the end of 2020, waiting for CN and not building a bridge with the money puts this project in jeopardy. As you must know, the province will be looking for evidence we are building an active transportation project.
- People are unsafely and illegally crossing the existing rail bridge as we observed recently which demonstrates people desire a crossing at this point, despite the risks.
- People are riding the sidewalks and suffering crashes on Memorial Avenue, McKellar ward has the highest rates of cycling crashes. A Vickers to Carrick connection would give them alternative route from Memorial and get us closer the Vision Zero principles as outlined in the proposed Transportation Master Plan (TMP)
- 5% of commuters are travelling by walking or biking according to the TMP. We are not spending anywhere near 5% on that mode of transport, especially in this years budget. To grow walking and biking we need to invest in supporting infrastructure.
- Stores, restaurants, entertainment venues and employers in the area will benefit from easier access by cyclists and pedestrians.
- More people accessing the area and the multi-use trail from McIntyre mall to the College will provide more eyes on a waterway that has had issues with safety and security.
- The project would include lighting to provide more safety to the area which would align with the Seven Youth Inquest recommendation 115.

I expect we will have MS Powerpoint slides to illustrate our request.

Thank you for the opportunity.

Ken Shields.



## Memorandum

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

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**TO:** Mr. J. Hannam, City Clerk

**FROM:** Councillor Shelby Ch'ng

**DATE:** July 4, 2019

**SUBJECT:** Motion for 2020 Capital Project – Budget Consideration  
Committee of the Whole – July 22, 2019

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This memorandum requests that City Council include the remainder of the provincial funding dollars received for a standalone pedestrian bridge at Vickers and Carrick Streets and that any additional funding required be included for consideration in the 2020 Capital Budget.

The City of Thunder Bay received a large portion of funding from the provincial government for our active transportation corridor. The Vickers/Carrick bridge has been identified as the priority. Building this bridge comes at a good time for our municipality.

There are several reasons why this project is top of mind. Firstly, we have received the bulk of the funding dollars to complete the bridge. Secondly, 2020 is our 50th City Anniversary and we can use this as a legacy project for our Public Arts committee to showcase our community. In addition, there may be an opportunity to recognize and commemorate the steps we are taking towards reconciliation with the indigenous community.

While it is preferable to work jointly with CN to have one crossing structure, I am not confident that an agreement will be made before the provincial funding needs to be spent. Furthermore, the provincial funding envelope for these projects no longer exists making this the most opportune time to complete this project. Should CN decide that it is in their best interest to work with the City on one structure, a standalone active transportation bridge will no longer be needed. Council can debate the issue come budget deliberations 2020.

As such, the following amending motion is provided for your consideration:

“With respect to Report No. R 115/2019 (Engineering & Operations), we recommend that the second paragraph be replaced with:

AND THAT the funding received through the Ontario Municipal Commuter Cycling Program be held and allocated for the Vickers/Carrick Street bridge project;”

Secondly, I would ask that Council consider the following separate motion:

“With respect to Report No. R 115/2019 (Engineering & Operations), we recommend that any additional funds required for the Vickers/Carrick Street bridge project be included in the 2020 Capital Budget for consideration;”

# Corporate Report

<b>DEPARTMENT/ DIVISION</b>	Infrastructure & Operations – Parks & Open Spaces	<b>REPORT NO.</b>	R 120/2019
<b>DATE PREPARED</b>	05/07/2019	<b>FILE NO.</b>	
<b>MEETING DATE</b>	22/07/2019 (mm/dd/yyyy)		
<b>SUBJECT</b>	R 120/2019- Splash Pad Priorities		

## **RECOMMENDATION**

With respect to Report No.120/2019 (Infrastructure & Operations – Parks & Open Spaces) we recommend that Administration continue to move forward with the installation of a splash pad at Northwood Playfield;

AND THAT Administration conduct further planning and public consultation to inform the selection of the final two splash pad locations to provide effective delivery of summer aquatic opportunities and report back to Council on the outcome;

AND THAT the Mayor and Clerk be authorized to execute all necessary documentation;

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

## **EXECUTIVE SUMMARY**

In 2007 Administration identified five recommended locations for delivery of summer aquatic opportunities using splash pads, in addition to the existing Franklin Park splash pad that was constructed as a pilot in 2001. Of these five, County Park and North End splash pads have already been constructed, and Northwood Playfield was identified in the 2019 capital budget as the next site to be developed.

In December of 2017 Council requested that administration conduct an analysis to determine whether the three remaining recommended locations are still the most suitable sites.

Parks and Open Spaces conducted an analysis of potential splash pad site locations which included consideration of demographics, existing site amenities, and balancing splash pad coverage by area. Based on the analysis Administration recommends proceeding with the installation of the Northwood Playfield splash pad as the next site to be developed, and conducting further planning and public consultation to inform the selection of the final two locations so that alternate sites can be fully considered.

## ***DISCUSSION***

### **Current Circumstances**

In 2007, Administration identified five recommended locations for delivery of summer aquatic opportunities using splash pads, in addition to the existing splash pad at Franklin Park that was constructed as a pilot in 2001. These included Carrick Park (Marlborough St), County Park, Heath Park, Northwood Playfield (James St), and North End (Huron Ave). Presently County Park and North End splash pads have been constructed, and Northwood Playfield was identified in the 2019 capital budget as the next site to be constructed. Neighbourhood consultation for the Northwood Playfield site and site servicing are scheduled to be completed this year, with a design build tender to be awarded this fall pending Council approval.

In December of 2017 Council requested that administration conduct an analysis of the three remaining sites to determine whether they are still the most suitable locations based on current demographics and priorities for such facilities in the community.

### **Notable Considerations**

The original five recommended splash pad locations from 2007 were based on providing balanced coverage across the urban Community Recreation Districts as well as balanced coverage across the north and south sides of the City (see Attachment A taken from Corporate Report 2007.075).

Each of the three remaining sites provide balanced overall area coverage on their respective side of the City, however the Heath Park location was linked with the planned closure of Heath pool, having the splash pad be a replacement aquatic opportunity for the site. Since Heath pool is no longer planned to be closed, developing a splash pad at this location would create an overlap in the two different types of summer aquatic opportunities and therefore reduces its overall priority from a coverage perspective.

Currently two of the three existing Parks & Open Spaces splash pads are located on the north side of the City. In addition, the Prince Arthur's Landing development also included a custom splash pad feature located in the north as well. Therefore in order to maintain service balance across the City through the delivery of this program the next site to be developed should be prioritized for the south.

### **Analysis**

An analysis of location, coverage area, demographics, population and supporting amenities was completed on the three remaining sites, as well as nine (9) additional potential site locations that either met some of the criteria and/or where there was known public interest. The details of the analysis are included in the attached TABLE 1 and the locations are illustrated in the attached FIGURE 1.

The analysis indicates the following:

- The Northwood Playfield location meets all of the analysis criteria and is the most suitable locations out of all remaining sites for the south of the City. Community Services agrees and commented that a splash pad at this location provides a pre/post activity for programmed turf sports and/or an activity for younger siblings.
- Carrick Park meets all of the analysis criteria however the available space and location requires further assessment and discussion with the adjacent school boards.
- Heath Park meets most of the analysis criteria, however it overlaps with the existing outdoor pool coverage. Further assessment of the vision for this park development is needed.
- West End Rec. (Clarkson) meets all of the analysis criteria however its location is closer to the existing splash pads on the north side of the City and the space/location requires further assessment.
- George Burke Park meets all of the analysis criteria, however baseball fields are the only supporting activity on site and the space/location requires further assessment.
- Jumbo Gardens meets most of the analysis criteria with a large number of 1 – 14 aged children in the area, however it does not provide balanced coverage to the north side of the City and the space/location requires further assessment.
- Tarbutt Park and West Thunder both meet most of the analysis criteria however the amount of 0-14 aged children in the area is low and the space/location requires further assessment.
- Parkdale Park, River Terrace Park, Valley Park and Woodcrest Park have been identified as considerations for future program expansion as they typically do not create balanced coverage in the urban Community Districts, or they may not have dedicated parking or other facilities or programming in close proximities. Also, in recent Parks planning exercises for Parkdale and Woodcrest residents were typically divided on the idea of incorporating “community” splash pads into the Park. There was interest, but for a scaled down version that would support the local neighbourhood vs the urban Community Recreation District.

### **Other Park Planning Considerations**

There are 4 additional potential locations for splash pads which have been identified in various Parks planning reports. These locations were not known or considered at the time of the 2007 resolution for delivery of summer aquatic opportunities, and have not been considered as alternative site options in this evaluation. These locations include Boulevard Lake Park,

Chapples Park, Chippewa Park and Patterson Park. Patterson Park is planned to be a smaller water feature, providing service only to the users of the park. The Boulevard Lake, Chapples, and Chippewa water features were intended to support these Parks as a destination experience (similar to the Marina Park splash pad) versus providing urban Community District coverage for summer aquatic opportunities. These locations have been shown on attached FIGURE 2 alongside the existing and potential sites being considered for development.

### ***FINANCIAL IMPLICATION***

There are no financial implications associated with the recommendations of this report. City Council approved \$475,000 funding in the 2019 Capital Budget for splash pad construction, which was allocated for the Northwood Playfield project.

### ***CONCLUSION***

It is concluded that development of the Northwood Playfield splash pad site should proceed as planned.

It is also concluded that further planning and consultation with the community should be completed beyond the analysis of this report prior to selecting the final two splash pad locations in order to fully consider each site and the service to the community.

### ***BACKGROUND***

On April 16, 2007 Committee of the Whole passed a resolution based on Corporate Report 2007.075 directing Administration to proceed with a 10 year plan for the delivery of summer aquatic opportunities beginning with a spray pad development program. The report identified Carrick Park, County Park, Heath Park, Northwood Playfield (James St), and North End (Huron Ave) as the five recommended sites in addition to the one existing splash pad located at Franklin Park.

On December 11, 2017 Committee of the Whole heard a deputation regarding the feasibility of a splash pad in the Jumbo Gardens/Woodcrest area. A resolution was passed instructing administration to provide a report on the request, including analysis of current demographics in the areas and priorities for such facilities in the community overall.

***REFERENCE MATERIAL ATTACHED:***

Figure 1 – Analysis Locations

Figure 2 - Urban Community District coverage for summer aquatic opportunities

Attachment A-2007 – Proposed Splash Pad Locations

Table 1 – Analysis Details

***PREPARED BY: Cory Halvorsen, Manager – Parks & Open Spaces***

THIS REPORT SIGNED AND VERIFIED BY:	DATE:
MICHELLE WARYWODA – (ACTING) GENERAL MANAGER – INFRASTRUCTURE & OPERATIONS	JULY 12, 2019

ATTACHMENT A

Proposed Spray Pad Locations

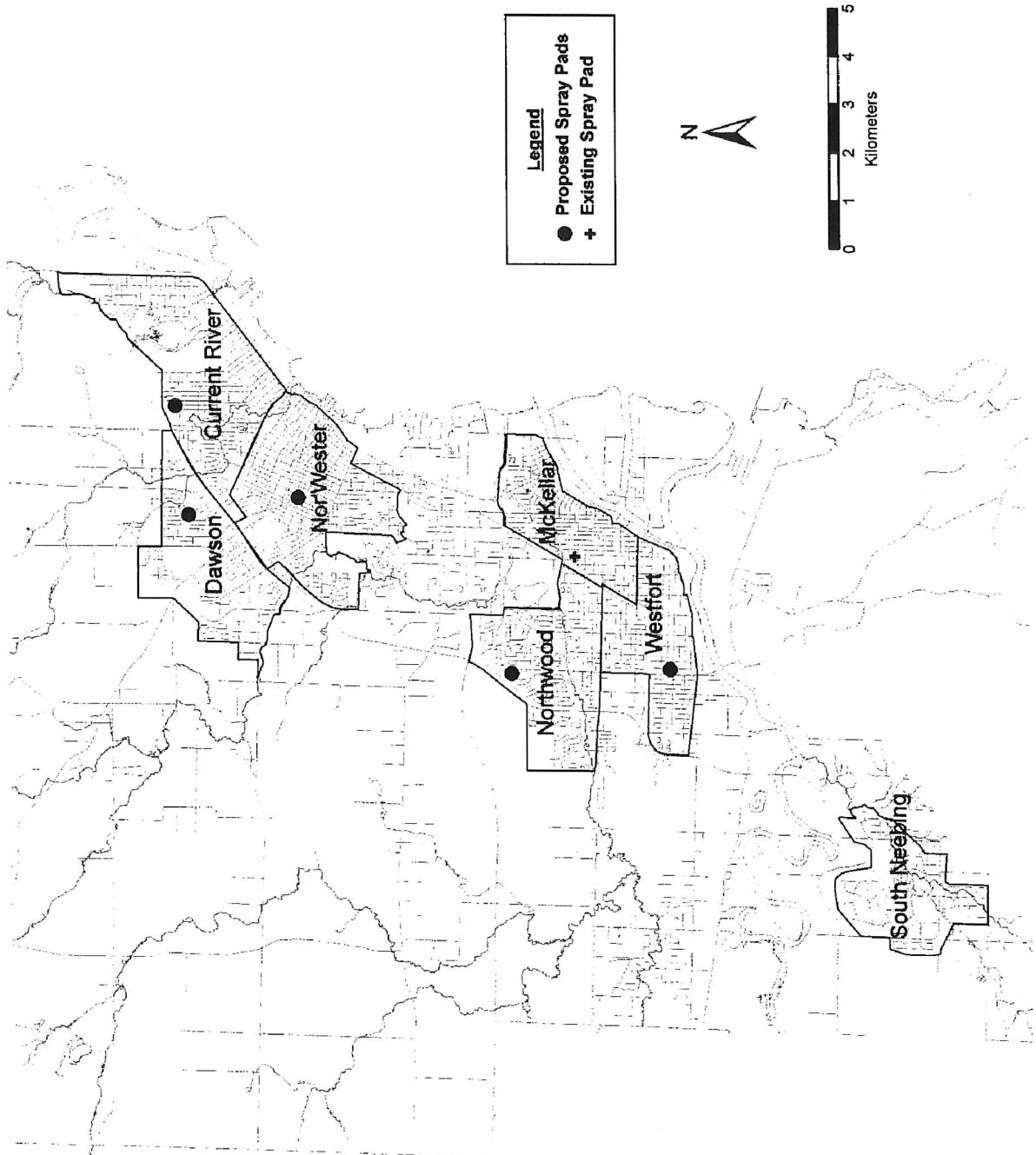


Figure 1

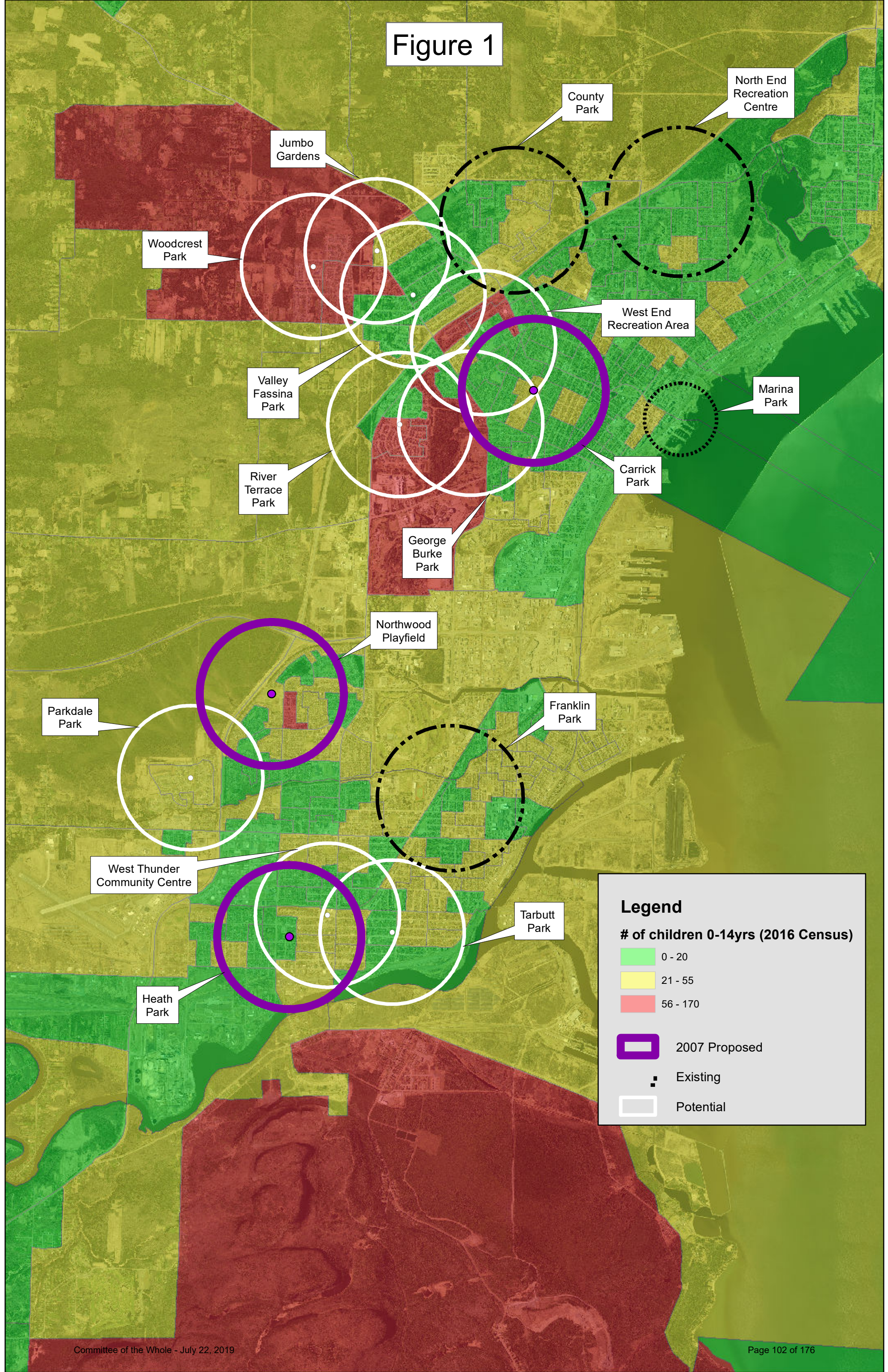
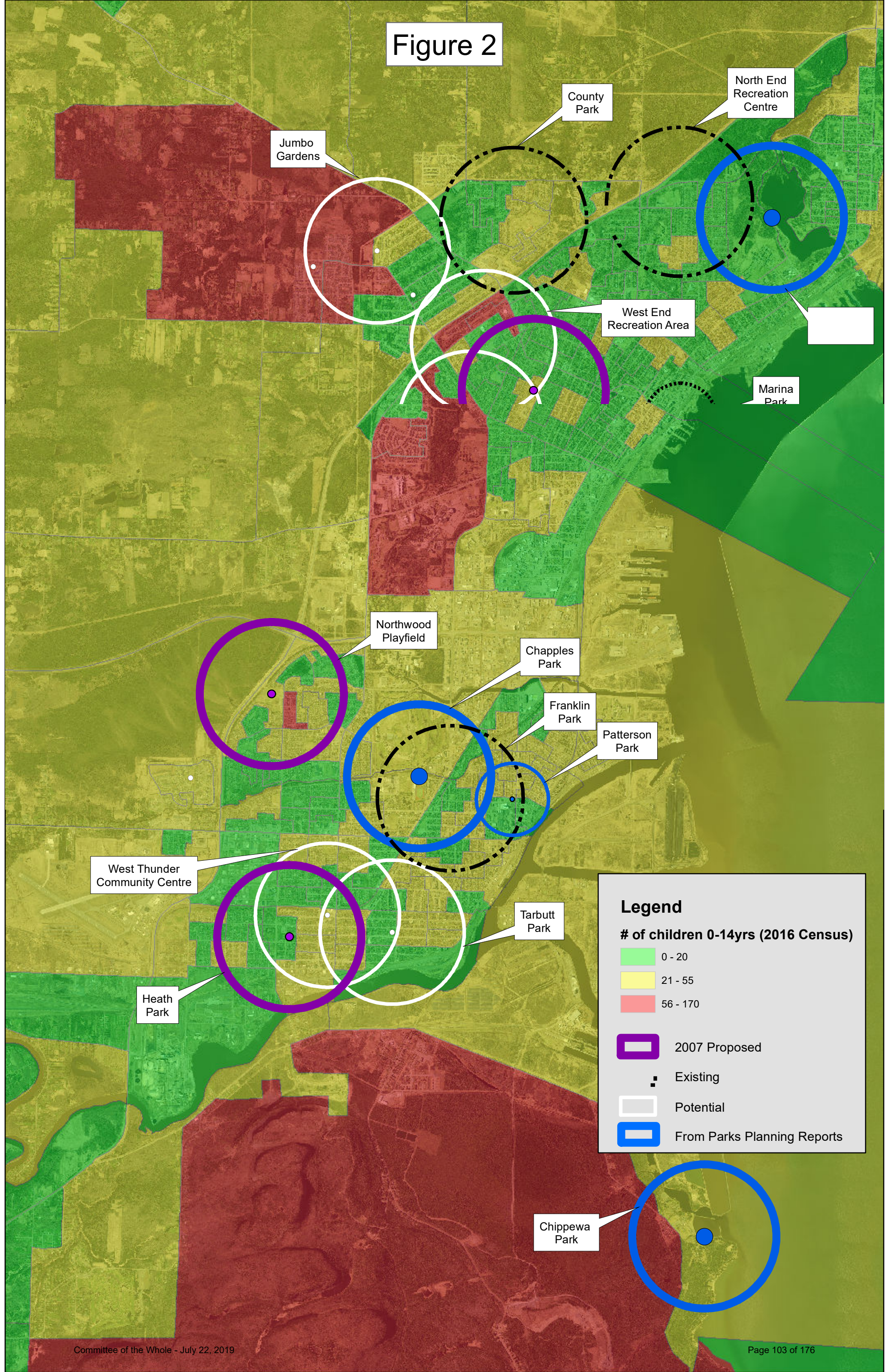


Figure 2



**TABLE 1- Splash Pad Location Analysis**

<b>CRITERIA</b>		Creates balanced coverage within the side of the City it is located	High amount of age 0-14 residents in coverage area	High relative # of properties in coverage area (more than 2000)	Has supporting amenities within the Park  (existing green space, playgrounds, fields, courts)	Has dedicated parking or large amount of on street parking	Has other facilities and programming in close proximity 250m (community centre, children's programming, schools)
<b>POTENTIAL SPLASH PAD LOCATIONS</b>	<b>Original Planned Locations</b>						
	Northwood Playfield (James Street)	X	X	X (2104)	+X (multiple)	+X	+X (multiple)
	Carrick Park	+X (centered)	X	X (2277)	-X (space)	X	X
	Heath Park	X		X (3259)	-X (Pool and space only)	X	X
	<b>Alternate Considerations for North</b>						
	West End Rec. (Clarkson)	-X (north)	X	X (2819)	-X (space)	X	X
	George Burke Park	X	X	X (2254)	-X (space, single)	X	X
	Jumbo Gardens		X	(1318)	-X (space)	-X	X
	<b>Alternate Considerations for South</b>						
	Tarbutt Park	X		X (2449)	X	-X	X
	West Thunder	X		X (2638)	-X (space)	X	X
	<b>Considerations for Future Program Expansion</b>						
	Parkdale		X	(1347)	X		
	River Terrace	-X (west)	X	(1048)	X		
	Valley Park		X	X (2021)	X		
	Woodcrest		X	(992)	-X (space)		X

**LEGEND:**

**-X : Somewhat Meets**

**X : Meets**

**+X : Exceeds**

# Corporate Report

<b>DEPARTMENT/ DIVISION</b>	Infrastructure & Operations – Central Support	<b>REPORT NO.</b>	R 107/2019
<b>DATE PREPARED</b>	05/06/2019	<b>FILE NO.</b>	
<b>MEETING DATE</b>	22/07/2019 (mm/dd/yyyy)		
<b>SUBJECT</b>	School Crossing Guard Location - Edward and Churchill		

## **RECOMMENDATION**

With respect to Report No. 107/2019 (Infrastructure and Operations - Central Support), we recommend that a School Crossing be established at Edward Street and Churchill Drive;

AND THAT an expansion of \$15,000 be pre-committed to the 2020 Budget for this crossing;

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

## **EXECUTIVE SUMMARY**

This Report recommends a school crossing guard location be established at the signalized intersection of Edward Street and Churchill Drive. This location meets the crossing guard warrant criteria for student crossings and conflicting vehicular movements.

This Report further recommends a pre-commitment of funding to the 2020 Operating budgets.

## **DISCUSSION**

Traffic counts were carried at Edward Street and Churchill Drive on May 10<sup>th</sup> and 28<sup>th</sup>, 2019. On average, there were 13 children crossing on Edward Street on those days. Conflicting vehicular movements were also observed during the studied time periods.

The City's School Zone Safety Policy (Policy No. 11-03-06) states that a crossing guard will be established when warranted; where data meets the Exposure Index Method of conflicting vehicular volume multiplied by student pedestrians; where there are students crossing on most signal cycles; where there is poor driver behaviour, not yielding the right of way to pedestrians.

The data of student and conflicting vehicular movements during the studied time periods meets the 85<sup>th</sup> percentile criteria in the Exposure Index Graph for Light Intersections. Students crossed Edward Street on most signal cycles, and drivers turned in front of students crossing on pedestrian signals.

The Principal of Agnew H. Johnson School has been advised of the City's intention to establish a new crossing guard location and supports the request, noting that they have six (6) kindergarten classes at the school and a school population of almost 500 students, many of whom walk to and from school.

The Thunder Bay Police Traffic Unit supports the establishment of this crossing, noting that it is a high traffic area and is expected to be even more heavily travelled when the new school opens on Churchill Drive in the fall of 2020.

### ***FINANCIAL IMPLICATION***

The cost of implementing this School Crossing is approximately \$15,000 in salary and benefits for two School Crossing Guards.

### ***CONCLUSION***

It is concluded that a School Crossing Guard placement is required at Edward Street and Churchill Drive and that City Council should approve the addition of this school crossing location, based on City Policy No. 11-03-06.

It is further concluded that a pre-commitment to the 2020 Operating budgets should be made to allow for implantation with the start of the school year.

### ***BACKGROUND***

It is the policy of the City of Thunder Bay (Policy No. 11-03-06) to provide for pedestrian safety in school zones through the use of school signs, regulatory and warning signs, Community Safety Zones, sidewalks, road markings, crossing guards, and reduced speed limits (40 km/hr.) where appropriate.

### ***REFERENCE MATERIAL ATTACHED:***

None

***PREPARED BY: Charles Campbell, Manager – Central Support Division***

THIS REPORT SIGNED AND VERIFIED BY:  MICHELLE WARYWODA, (ACTING) GENERAL MANAGER – INFRASTRUCTURE & OPERATIONS	DATE:  JULY 11, 2019
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# Corporate Report

<b>DEPARTMENT/ DIVISION</b>	Infrastructure & Operations - Engineering & Operations	<b>REPORT NO.</b>	R 116/2019
<b>DATE PREPARED</b>	07/01/2019	<b>FILE NO.</b>	
<b>MEETING DATE</b>	07/22/2019		
<b>SUBJECT</b>	Transportation Master Plan First Report		

## RECOMMENDATION

With respect to Report R 116/2019 (Infrastructure & Operations - Engineering & Operations), we recommend City Council approve the Transportation Master Plan in principle to guide the future direction and investment in the transportation network, developed in line with the fundamental principles, strategies and recommendations of the Official Plan;

AND THAT City Council approve the companion Active Transportation Plan in principle to guide the future direction and investment in active transportation;

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

## LINK TO THE STRATEGIC PLAN

The City of Thunder Bay's "Becoming Our Best" 2015-2018 Corporate Strategic Plan details a vision of the City as Healthy, Vibrant, Connected, and Strong. The Transportation Master Plan and the Active Transportation Plan support many of the goals of the City's Strategic Plan. Together, they build on the Strategic Plan guiding principles that speak to the development of a healthy, vibrant, connected city with a strong economy that is accessible to all residents, by facilitating connectivity, improving safety and equity, supporting compact development, goods movement, and active transportation.

The following goals are supported:

- Goal 6: Leader in accessible recreation and services for all people and supports strategies 6.1, 6.2 and 6.3 through the development of right-of-ways and multi-use trails that are accessible, inclusive, age-friendly and barrier free.
- Goal 7: Clean and beautiful streets and spaces and supports strategies 7.1 and 7.6 – giving priority to integration of 'complete streets' guidelines on key corridor, beautification of public areas through the development of amenities and complete streets and through the specific action to Develop Transportation Master Plan to plan for future needs.

- Goal 8: Leader in climate change adaptation and supports strategy 8.1 to plan for climate resilient infrastructure through LID stormwater management and other Green Infrastructure on city right-of-ways.
- Goal 9: Greener with protected and enhances natural areas and supports strategies 9.1 and 9.2 to improve surface water management and enhance and expand the City's public forest resources through LID stormwater management and other Green Infrastructure.
- Goal 10: Better connected by integrated mobility choices and supports strategy 10.3 to expand the quality of the pedestrian environment in order to improve the city's walkability and connectivity through enhanced and expanded sidewalk and trail development.
- Goal 18: Sustainable through enhanced infrastructure renewal and supports strategy 18.1 to Develop the Transportation Master Plan to plan for future needs.
- Goal 19: Accountable with transparent and open decision making and supports strategy 19.1 to engage citizens through extensive stakeholder and public involvement in the process.

## ***EXECUTIVE SUMMARY***

The Thunder Bay Transportation Master Plan (TMP) is a strategic, long-range planning document that will direct transportation planning and investments for the next 20 years. This TMP takes a multi-modal approach to transportation planning with policies, projects and programs for walking, cycling, transit and driving. The TMP study followed the Municipal Class Environmental Assessment process, fulfilling the requirements of Phase 1, identifying and describing problems or opportunities, and Phase 2, identifying, evaluating, and selecting alternative solutions, preparing solutions to the problems, preparing a general inventory of the existing environment, and initial stakeholder consultation.

The Active Transportation Plan (AT Plan) was prepared as a companion document to the TMP that focuses on the initiatives and programs that support and enhance walking, cycling and other active methods of transportation. The AT Plan provides recommendations on pedestrian and cycling networks, key actions, projects and policies to provide direction to planning and investments for the next 20 years and into the future.

The TMP and AT Plan are living documents in that some of the detailed recommendations of the Plans may change subject to growth, economic conditions, political conditions, external funding, subsequent environmental assessment studies and other factors. The Plans will be reviewed regularly and updated as necessary to reflect changing needs.

## ***DISCUSSION***

### **A Transportation Vision for 2038**

In response to the strategic vision, and with input from City staff, stakeholders and the community, a new transportation vision was identified that incorporates the City's strategic priorities and principles:

*In 2038, the City of Thunder Bay's transportation system will support a healthy, vibrant and prosperous community, offer integrated, seamless mobility to individuals, families and businesses, and be responsibly and accountably delivered.*

### **Scope of Plan**

The development of the TMP was structured around four main stages:

- Study Foundation: Background research, and review of existing relevant policies and trends. Develop population growth forecasts and transportation model that estimate future travel demand. Identify the multimodal needs and opportunities facing the transportation system.
- Develop and Test Alternative Strategies: Detailed analysis and review of multimodal needs and opportunities, and the development of solutions and strategies required to address them. This stage resulted in the development.
- Develop Implementation Strategies: A practical implementation strategy was developed for the recommendations identified in Stage 2, including the high level costs, and identifying priorities to implement over the next 20 years.
- Prepare the Transportation Master Plan: The final stage was the preparation of the TMP for public review.

### **Public Consultation and Engagement**

Ideas and suggestions from stakeholder engagement and public consultation helped to shape the TMP. Engagement activities included: Three public open houses, two online questionnaires, listening sessions with Indigenous communities, three stakeholder advisory committee meetings and information booths at two community events.

Several broad themes emerged. In general, residents and stakeholders wanted the City of Thunder Bay to:

- Improve road conditions with more frequent maintenance and rehabilitation;
- Improve road network operations through changes to signal timing and signal coordination;
- Improve safety for all road users;
- Improve cycling facilities by creating a connected network including a continuous and direct link between the north and south cores;
- Improve pedestrian facilities by filling in gaps in the sidewalk network and increasing the number of controlled crossing locations;
- Improve attractiveness of public transit by offering more frequent service, more direct service and express routes; and
- Improve the financial and environmental sustainability of the transportation network.

The Municipal Class Environmental Assessment process was followed to develop the TMP, which fulfils the requirements of Phase 1, identifying and describing problems or opportunities, and Phase 2, identifying, evaluating, and selecting alternative solutions, preparing solutions to

the problems, preparing a general inventory of the existing environment, and initial stakeholder consultation.

## Opportunities

Transportation plays a key role in how Thunder Bay becomes a healthier, more vibrant and prosperous community. Opportunities include improving equity, supporting active lifestyles, supporting compact development, and attracting tomorrow's workers.

## Cornerstone and Priority Actions

The Transportation Master Plan identifies actions to achieve the City's transportation vision including initiating programs, adopting policies and building infrastructure. Five Cornerstone Actions emerged as strategically important initiatives that will lay the foundation for the rest of the Plan. Twelve actions were identified as Priority Actions that will offer tangible user benefits for which the City should focus staff and funding resources.

### Cornerstone Actions

- Adopt and implement a **Complete Streets Policy** for transportation planning and infrastructure design that considers the needs of all users.
- Expand the scope of the City's Traffic Safety Committee to oversee the development and implementation of a **Road Safety Action Plan**.
- Plan for the **Ultimate Road Network**, protecting future corridors as required for implementation with corresponding development.
- Complete the **Pedestrian Priority Network** (corridors and greenways) to provide pedestrians with comfortable, accessible routes connecting to services and opportunities.
- Adopt and implement the **Ultimate Cycling Network** as the long-term goal for cycling facilities across the City, with short term focus on the Priority Cycling Network.

### Priority Actions - Policy

- Adopt a **Multimodal Level of Service** approach in evaluation transportation network performance for all road users for Traffic Impact Studies and other transportation analysis.
- Adopt a **Traffic Calming Process** that will provide the City with a consistent and transparent approach to addressing traffic calming requests.
- Provide municipal support to pilot **School Travel Planning** processes through collaborative effort with stakeholders.
- Implement route and stop modification, schedules and service plans as identified by the **Transit Route Rationalization Study**.
- Initiate and fund a pilot project with a transportation service company to provide **Demand-Responsive Transit Service** in low-density areas of Thunder Bay where current fixed-route services are performing poorly and/or where transit service is not yet provided.
- Support **Data Collection** initiatives that assist in the regular monitoring of the TMP, including traffic counts, transit ridership counts, new cyclist and pedestrian counts and origin-destination travel surveys.

### Priority Actions – Capital Projects

- **James Street Road Diet** – Reallocate road right-of-way along James Street from Victoria Avenue to Edward Street/Golf Links Road to accommodate on-street bike lanes.
- Develop a migration strategy for implementing an **Upgrade to the Signal Communication System** that considers the City's budget and resource limitations.
- Systematically address **Sidewalk Gaps** along pedestrian priority corridors, transit routes and neighbourhood greenways.
- Explore the addition of formal **Pedestrian Crossings** along pedestrian priority corridors and neighbourhood greenways, with the intent to add one to two crossing locations annually. Prioritize replacing sidewalk at intersections on corridors that do not have curb drops and bring them to accessible design standards.
- Adopt and implement the **Fort-to-Port Express Cycling Route** in the short-term and pursue the longer-term vision of the north-south Ultimate Route as roads are reconstructed.
- Adopt and implement the **Priority Cycling Network**.

Implementation of these Actions, and other projects in the TMP, will be considered regularly as part of the annual budget review process for future years' construction and activities. In addition to meeting any additional Municipal Class Environmental Assessment regulatory requirements for public consultation on future projects and implementation activities, the City will continue to consult with the public as projects are planned to be implemented. For specific projects where there could be the potential for significant changes, such as implementing road diets, a broad and thorough community and neighbourhood engagement process will be used. Projects will be piloted where possible and results monitored to allow assessment of impacts and usage before permanent implementation.

### ***LINK TO EARTHCARE SUSTAINABILITY PLAN***

The 2014-2020 EarthCare Sustainability Plan lays out the general direction the community of Thunder Bay must take in order to reduce greenhouse gasses (GHG) and continue to work toward becoming a more resilient, sustainable community. The Sustainability Plan has a goal of reducing GHG emissions by 20% between 2009 - 2020. The Transportation Master Plan and the Active Transportation Plan accomplish many objectives and recommended actions laid out in the Sustainability Plan including recommend actions that will help reduce emissions from transportation sources.

The following objectives and actions within the Sustainability Plan are supported by the development of the Transportation Master Plan and Active Transportation Plan:

- Action for Community 1.A.h: Promote other measures that reduce kilometers travelled by vehicles such as land-use planning, public transport, and active transport.
- Action for Corporation 3.A.e: Establish and maintain linkages between neighbourhoods, with emphasis on walking and bicycling pathways, as part of the City's Active Transportation Plan and relating to the concept of "Complete Streets".

- Objective 6C: Thunder Bay is a leader in developing policies to support sustainable modes of transportation in order to be recognized as a best-run City.
- Action for Corporation 6C.e: undertake research and community consultation in order to develop a Transportation Master Plan that prioritizes sustainable transportation options.

### ***FINANCIAL IMPLICATION***

The Transportation Master Plan contains no immediate financial implications. The Plan and recommendations are considered a strategic planning tool and while future cost estimates are included in the accompanying Master Plan; the costs are order of magnitude estimates for the purpose of consideration of options. Cost estimates will need to be further refined as the plan moves through the implementation phases. Financial implications will therefore be considered by Council at each step of the implementation process. Future capital and operating implications of the Master Plan will be presented during future budget processes for Council's consideration.

### ***CONCLUSION***

It is concluded that the Transportation Master Plan and companion Active Transportation Plan should be approved by City Council in principle to guide future planning and investment in the transportation network.

### ***BACKGROUND***

None

### ***REFERENCE MATERIAL ATTACHED***

None

***PREPARED BY: Kayla Dixon, P. Eng., MBA, Director Engineering & Operations***

THIS REPORT SIGNED AND VERIFIED BY: MICHELLE WARYWODA, (ACTING) GENERAL MANAGER – INFRASTRUCTURE & OPERATIONS	DATE:  JULY 11, 2019
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***Engineering Division***

***Tel: (807) 625-3022***

***Fax: (807) 625-3588***

## **MEMORANDUM**

**TO:** Mayor Mauro and Members of City Council  
**FROM:** Kayla Dixon, Director – Engineering & Operations  
**DATE:** July 10, 2019  
**RE:** Request for Presentation to July 22, 2019 COW

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Administration is requesting the opportunity to present the Thunder Bay Transportation Master Plan First Report to Committee of the Whole on July 22, 2019. The presentation will be made by Kayla Dixon, Director of Engineering & Operations, and Suzette Shiu, Associate – Manager, Transportation Engineering for IBI Group.

cc: EMT

## MEMORANDUM

**TO:** City Council

**FROM:** Andrew Foulds, Chair – EarthCare Advisory Committee of Council

**DATE:** July 4, 2019

**RE:** Transportation Master Plan and Active Transportation Plan

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As City Council considers the adoption of the Transportation Master Plan, the EarthCare Advisory Committee would like to voice our support of the Transportation Master Plan's inclusion of priorities from the EarthCare Sustainability Plan and the City of Thunder Bay Climate Adaptation Strategy, and encourage City Council to support the related actions found in the Transportation Master Plan throughout its duration.

The Transportation Master Plan's incorporation of mobility, climate change mitigation, and consideration of climate change impacts into the design and development of our transportation network will help increase the accessibility of Thunder Bay, while reducing long-term costs and environmental impacts. The EarthCare Advisory Committee recommends Transportation Master Plan Action 38 *"Continue to implement the actions identified in the Stormwater Management Plan, EarthCare Thunder Bay Sustainability Plan and Thunder Bay Climate Adaptation Strategy to reduce the impacts of transportation on climate change and adapt to climate change through implementation of green infrastructure as part of reconstruction and capital renewal projects."* be considered a priority, and that the action be strongly supported throughout the lifetime of the Transportation Master Plan.

The EarthCare Sustainability Plan Energy goal is to promote the wise use of energy and the transition to a carbon-neutral future. By 2020, the community of Thunder Bay will reduce greenhouse gas emissions by 20% below 2009 levels. Transportation contributes 33% of community greenhouse gases in Thunder Bay, and several key Transportation Master Plan recommendations support this goal. The EarthCare Advisory Committee is encouraged to see Transportation Master Plan Action 37. *"Review transportation projects and service to ensure the design supports the City's desired urban structure and minimizes impacts on the natural environment."*

The EarthCare Sustainability Plan mobility goal is to inspire and influence the evolution of integrated urban mobility that is efficient, affordable, and accessible. The plan details the importance of establishing and maintaining linkages between neighbourhoods, with emphasis on walking and cycling pathways, as part of the City's Active Transportation Plan and relating to the concept of "Complete Streets". Complete Streets are for everyone as they are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all

ages and abilities. To support this mobility goal, the EarthCare Advisory Committee encourages the strong support of the Transportation Master Plan Action 35 *“Incorporate mobility and access for all users in Secondary Plan, Development Plan and site plan review processes (e.g. pedestrian routing, cycling access, transit access, etc.)”* and Action 36 *“Update Transportation Impact Study Guidelines to consider level of service requirements for all users, including drivers, transit users, cyclists and pedestrians.”* Implementing these actions will support improved mobility for all users throughout Thunder Bay.

The EarthCare Advisory Council is pleased to see the Transportation Master Plan incorporate the Climate Adaptation Strategy goal to consider climate change impacts in the design, construction and maintenance of physical infrastructure while considering affordability and co-benefits. The integration of design measures in the City of Thunder Bay’s roadway renewal projects to mitigate extreme weather impacts, and the integration of stormwater management principles including green infrastructure is essential to strengthening the resiliency of our transportation infrastructure.

At the June 3 meeting, the EarthCare Advisory Committee of Council passed the following resolution:

THAT a letter be sent to City Council that encourages the support of Transportation Master Plan actions that follow recommendations from the Sustainability Plan and Climate Adaptation Strategy.

Our recommendations support initiatives detailed in the EarthCare Sustainability Plan, adopted by City Council in 2014; and in the City of Thunder Bay Climate Adaptation Strategy, approved by City Council in 2015. The Earthcare Advisory Committee continues to champion the EarthCare Sustainability Plan and Climate Adaptation Strategy and advocates for their incorporation into the City of Thunder Bay’s operations.

We hope that Council will consider our request.

On behalf of the EarthCare Advisory Committee,

A handwritten signature in black ink, appearing to read 'Andrew Foulds', followed by a stylized flourish.

Councillor Andrew Foulds, Chair

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***MEETING DATE***     07/22/2019 (mm/dd/yyyy)

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***SUBJECT***             Receive Report No. R 116/2019 as a First Report

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***SUMMARY***

Recommendation to receive Report No. R 116/2019 as a First Report.

***RECOMMENDATION***

With respect to Report No. R 116/2019 (Infrastructure & Operations – Engineering & Operations), we recommend that the Report be received;

AND THAT Report No. R 116/2019 (Infrastructure & Operations – Engineering & Operations) be presented at the September 9, 2019 Committee of the Whole meeting for consideration.

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**MEETING DATE** 07/22/2019 (mm/dd/yyyy)

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**SUBJECT** Motion for National Disaster Resilience Profile Project

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***SUMMARY***

Memorandum from Mayor B. Mauro dated July 4, 2019 containing a motion recommending that The City of Thunder Bay commit to be involved in the above noted initiative.

***RECOMMENDATION***

With respect to the participation in the National Disaster Resilience Profile Project, we recommend that The City of Thunder Bay commit to be involved in this initiative that will result in a resilience assessment for our community;

AND THAT The City of Thunder Bay provide staff time equivalent to approximately six (6) days and \$6000 of in-kind contributions to provide data and participate in workshops;

AND THAT The City of Thunder Bay provide the use of facilities and resources to support a one (1) day workshop with cash and/or in-kind contributions of \$500 for facilities and catering;

AND THAT a letter of municipal support be sent by Mayor Bill Mauro on behalf of City Council to express our support for the project;

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

***ATTACHMENTS***

1 Memorandum from Mayor Mauro

## Memorandum

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

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**TO:** Mr. J. Hannam, City Clerk

**FROM:** Mayor Bill Mauro

**DATE:** July 4, 2019

**SUBJECT:** Motion for National Disaster Resilience Profile Project  
Committee of the Whole – July 22, 2019

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The City of Thunder Bay has been invited to participate in a National Disaster Resilience Profile Project being led by Jacobs and supported by QUEST, the Institute for Catastrophic Loss Reduction (ICLR), the Canadian Red Cross and Environment and Climate Change Canada.

Participating communities will receive a Disaster Resilience assessment of their community. Based on the United Nation's Sendai framework, this assessment scorecard will be adapted for Canadian context, and give insight into our community's disaster resilience. This project is receiving funding from the Department of National Defense, and is expected to begin in September of this year.

The project's resulting national online GIS-based tool with pan-Canadian aggregated disaster risk reduction information will enable our community as well as our provincial and federal partners to make more informed resilience policy and program decisions.

As such the following motion is provided for your consideration:

With respect to the participation in the National Disaster Resilience Profile Project, we recommend that The City of Thunder Bay commit to be involved in this initiative that will result in a resilience assessment for our community;

AND THAT The City of Thunder Bay provide staff time equivalent to approximately six (6) days and \$6000 of in-kind contributions to provide data and participate in workshops;

AND THAT The City of Thunder Bay provide the use of facilities and resources to support a one (1) day workshop with cash and/or in-kind contributions of \$500 for facilities and catering;

AND THAT a letter of municipal support be sent by Mayor Bill Mauro on behalf of City Council to express our support for the project;

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

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**MEETING DATE**     07/22/2019 (mm/dd/yyyy)

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**SUBJECT**             Amendment to Traffic By-law to include Pedestrian Crossover Schedule

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***SUMMARY***

Memorandum from Mr. D. Binch, Traffic Technologist dated July 10, 2019 advising that an amendment to the traffic by-law to include a pedestrian crossover schedule will be presented at the August 12, 2019 City Council meeting.

***ATTACHMENTS***

1 Memo from D. Binch

## MEMORANDUM

**TO:** Mayor Mauro and Members of City Council  
**FROM:** David Binch, Traffic Technologist  
**DATE:** July 10, 2019  
**RE:** Amendment to Traffic By-law to Include Pedestrian Crossover Schedule

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On January 1, 2016 the Ontario Highway Traffic Act was amended to allow municipalities to establish and enforce pedestrian crossovers with regulations that defined four types of crossovers identified by specific signs and pavement markings and in some cases flashing lights. To date the City of Thunder Bay has been implementing Level 2 Type B crossover designs on our streets, which include flashing beacons and overhead signs, largely based on input from the Accessibility Advisory Committee. The first installation was a pilot project in 2016 crossing Algoma Street at the Cornwall Avenue intersection (Report No. 59/2016). This installation was evaluated and found to be successful in providing a safe location for pedestrians, especially vulnerable populations, to cross the street (Report 11/2018). The City currently has five pedestrian crossovers, with four new locations being constructed in 2019.

The new definition of a “pedestrian crossover” in the Highway Traffic Act is as follows;

*“...any portion of a roadway, designated by by-law of a municipality, at an intersection or elsewhere, distinctly indicated for pedestrian crossing by signs on the highway and lines or other markings on the surface of the roadway as prescribed by the regulations ...”*

Based on this definition it is appropriate to define a “pedestrian crossover” in the Traffic By-law and accompany it with a Schedule that indicates locations of pedestrian crossovers. A By-law amendment is being presented at the August 12, 2019 City Council meeting for approval that will implement this.

cc: EMT

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***MEETING DATE***     22/07/2019 (mm/dd/yyyy)

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***SUBJECT***             Accessibility Advisory Committee Minutes

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***SUMMARY***

Minutes of Meetings No. 04-2019 and Meeting No. 05-2019 of the Accessibility Advisory Committee held on April 11, 2019 and May 9, 2019 respectively, for information.

***ATTACHMENTS***

1. Minutes AAC April 11, 2019
2. Minutes AAC May 9, 2019

# Minutes

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## ACCESSIBILITY ADVISORY COMMITTEE

Date: Thursday, April 11, 2019

Meeting No. 04-2019

Time: 1:30 P.M.

Location: West Thunder Community Centre  
915 Edward Street S., Thunder Bay

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### MEMBERS

Mr. K. Crites  
Mr. J. Gobeil  
Ms. D. Hamilton  
Ms. R. Harrison  
Councillor R. Johnson  
Mr. R. Rubenick  
Mr. B. Spare  
Mr. R. Sponchia  
Ms. T. Soderberg  
Mr. R. Wheeler

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### SECTOR REPRESENTATIVE

Mental Health  
Citizen Representative  
Speech Impairment  
Service Agency  
Council Representative  
Senior with a disability  
Hard of Hearing/Late Deafened  
Development Disability  
Visually Impaired or Blind  
Brain Injury

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### OFFICIALS

Ms. K. Power, Deputy City Clerk  
Mr. S. Garner, Municipal Accessibility Specialist  
Ms. F. Track, Committee Coordinator  
Mr. B. Maxwell, Inclusion Services  
Mr. G. Mason, Planner II – Planning Services, Development & Emergency Services

### GUESTS

Ms. T. Smith, Senior Director of Communications and Engagement - Thunder Bay Regional Hospital  
Mr. F. Tarzia, Manager, Adult Mental Health -Thunder Bay Regional Hospital  
Ms. K. Shewfelt, Director of Nursing Practice -Thunder Bay Regional Hospital  
Ms. D.M. Perry, Chair, Accessibility Implementation Team – Thunder Bay Regional Hospital

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## 1. WELCOME AND INTRODUCTIONS

The Chair called the meeting to order and a roundtable of introductions followed.

2. COMMUNICATION PROCESS

The communication process was explained and Mr. B. Spare agreed to keep the speakers list.

3. AGENDA APPROVAL

MOVED BY: Mr. R. Sponchia

SECONDED BY: Mr. M. Rubenick

With respect to the April 11, 2019 meeting of the Accessibility Advisory Committee, we recommend that the agenda as printed, including any additional information and new business, be confirmed.

CARRIED

4. PRESENTATIONS

Thunder Bay Regional Hospital – Multi Year Accessibility Plan

Ms. T. Smith – Senior Director of Communications and Engagement and Ms. D.M. Perry, Chair, Accessibility Implementation Team – Thunder Bay Regional Hospital provided an overview relative to the above noted and responded to questions.

Some of the key items discussed relative to the above noted were:

- final plan has been posted to the website
- a more accessible website has been created
- patient information pages are available online and in paper
- ongoing customer service training
- inventories completed for the purpose of resource sharing within the hospital

Some concerns noted by members:

- automated appointment software is hard to understand
- is the website compatible with voiceover
- not all medical equipment is accessible ex: mammogram machine

Ms. T. Smith has invited the members of the Accessibility Advisory Committee to collaborate with the Accessibility Implementation Team with respect to their next Multi Year Accessibility Plan.

**Mental Health and Wellness**

Mr. F. Tarzia – Manager, Adult Mental Health and Ms. K. Shewfelt, Director of Nursing Practice - Thunder Bay Regional Hospital provided an overview relative to the above noted and responded to questions.

Some of the key items discussed relative to the Thunder Bay Regional Hospitals' Adult Mental Health Unit were:

- customer service, respect, situational and “Challenging Assumptions” training is ongoing
- improved accessibility to services is ongoing
- working with community supports to improve waiting time for services
- liaison nurses available for any unit requiring mental health related assistance
- online accessibility to mental health services also provides direction to the correct services

Some concerns noted by members are:

- assumptions made by staff as to the reason a person is at the hospital
- doctors are not compassionate
- security personnel treating patients disrespectfully
- disrespectful comments being made by staff members

The meeting recessed for a coffee break at 2:47 p.m.

The meeting reconvened at 2:57 p.m.

At this time the Chair made a small presentation to acknowledge Mr. B. Maxwell, Inclusion Services, and thanked him on behalf of the Accessibility Advisory Committee for attending and providing assistance during the meetings over this past year.

**5. MINUTES OF PREVIOUS MEETING**

The Minutes of Meeting No. 03-2019 of the Accessibility Advisory Committee held on March 14, 2019, were distributed with the agenda on Thursday, April 4, 2019 to members of the AAC.

MOVED BY: Mr. R. Sponchia

SECONDED BY: Mr. J. Gobeil

THAT the Minutes of Meetings No. 03-2019 of the Accessibility Advisory Committee, held on March 14, 2019, be confirmed.

**CARRIED**

6. Letters to the Editor

Chronicle Journal, March 26, 2019 Edition, Section A-4, Letters to the editor entitled “It’s Time to Shout for True Accessibility” and “Observations on ramping up our City” attached for information.

7. TTC’s Please Offer Me A Seat program

Mr. S. Garner provided information relative to the TTC’s “Please offer me a seat” campaign. Ms. D. Earle, Supervisor, Customer Care & Administrative Services – Transit, to be invited to the next meeting of the AAC to provide an update relative to the “Please move back” campaign.

8. 2019 AAC OPEN HOUSE

Mr. S. Garner, Municipal Accessibility Specialist provided an update relative to the above noted. Mr. M. Rubenick and Mr. K. Crites volunteered to assist with the Open House plans.

9. ROUNDTABLE OF ACCESSIBILITY ISSUES

Item deferred.

10. WORKING GROUP UPDATES

10.1 Built Environment

Item deferred.

10.2 Public Art Committee

Mr. R. Wheeler provided an update relative to the above noted. Some upcoming events are the National Youth Arts Week which takes place May 1st to 7th and the Youth Music Showcase will take place on Saturday May 4th, 6:30-8:30 p.m. at the Kinsmen Youth Centre. Funding has been secured for 2 Art Buses, the first theme will be “Thunder Bay” and will support the City-wide 50th anniversary celebrations, and the second one will engage the theme “Maamawe – All together”.

10.3 Walkability Committee

Item was deferred.

11. NEW BUSINESS

12. NEXT MEETING

The Accessibility Advisory Committee will meet on the 2<sup>nd</sup> Thursday of every month, except July, August and December, from 1:30 to 3:30 p.m., at the West Thunder Community Centre, 915 Edward Street South, Thunder Bay, unless otherwise notified.

Thursday, May 30, 2019 Open House

Thursday, June 13, 2019

No meeting in July 2019

No meeting in August 2019

Thursday, September 12, 2019

Thursday, October 10, 2019

Thursday, November 14, 2019

13. ADJOURNMENT

The meeting adjourned at 3:30 p.m.

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## ACCESSIBILITY ADVISORY COMMITTEE

Meeting No. 05-2019

Date: Thursday, May 9, 2019

Time: 1:30

Location: West Thunder Community Centre

915 Edward Street S., Thunder Bay

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### MEMBERS

### SECTOR REPRESENTATIVE

Ms. A. Antenucci

Parent to a Child with a Disability

Mr. T. Brownlee

Caregiver to a Person with a Disability

Mr. K. Crites

Mental Health

Mr. J.P. Gamache

Mobility Disability

Mr. J. Gobeil

Citizen Representative

Ms. D. Hamilton

Speech Impairment

Ms. R. Harrison

Service Agency

Mr. M. Rubenick

Senior with a Disability

Mr. B. Spare

Hard of Hearing/Late Deafened

Mr. R. Sponchia

Development Disability

Ms. T. Soderberg

Visually Impaired or Blind

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### OFFICIALS

Ms. K. Power

Deputy City Clerk

Mr. S. Garner

Municipal Accessibility Specialist

Ms. F. Track

Committee Coordinator

Mr. B. Maxwell

Inclusion Services

Ms. L. Douglas

Election/Committee Coordinator

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### GUESTS

Ms. D. Earle

Supervisor, Customer Care & Administrative Services – Transit

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### AGENDA

#### 1. WELCOME AND INTRODUCTIONS

The Chair called the meeting to order and a roundtable of introductions followed.

2. COMMUNICATION PROCESS

The communication process was explained and Mr. B. Spare agreed to keep the speakers list.

3. AGENDA APPROVAL

MOVED BY: Ms. D. Hamilton  
SECONDED BY: Ms. A. Antenucci

With respect to the May 9, 2019 meeting of the Accessibility Advisory Committee, we recommend that the Agenda as printed, including any additional information and new business, be confirmed.

CARRIED

4. PRESENTATIONS

“Please Move Back” Campaign

Ms. D. Earle, Supervisor, Customer Care & Administrative Services – Transit, utilizing large presentation boards, provided an overview relative to the above noted and responded to questions.

According to user feedback an accessible seating awareness campaign is necessary. Utilizing a similar campaign model, Toronto’s TTC campaign “Please offer me a seat”, Thunder Bay Transit has been working on the “please move back” campaign.

Some of the items discussed relative to the above noted were:

Font size for campaign material is easy to read

Adjust wording to “Please move back if you are able”

Education component should be presented to post-secondary students

Education brochures/posters should be provided to transfer hubs including City Hall

Ensure signage on bus windows does not block the passengers view

Bilingual signage

AAC members invited to media launch

Promotional stickers or universal accessibility sticker should be placed on plastic formed seat backs

How will buttons be distributed?

Utilize social media to promote the campaign through possible # contest

Awareness of accessible seating is recommended

Can the AVA (audio visual announcement) system provide regular announcements for this campaign and other common messages?

“Rider Responsibilities” located on the back of the driver’s seat will be updated

On behalf of the AAC the Chair thanked Ms. Earle for her presentation.

The meeting recessed for a coffee break at 2:32 p.m.

The meeting reconvened at 2:47 p.m.

5. MINUTES OF PREVIOUS MEETING

The Minutes of Meeting No. 04-2019 Accessibility Advisory Committee, held on April 11, 2019, to be confirmed.

MOVED BY: Mr. J.P. Gamache

SECONDED BY: Mr. B. Spare

THAT the Minutes of Meeting No. 04-2019 of the Accessibility Advisory Committee held on April 11, 2019 be confirmed.

CARRIED

6. 2019 AAC OPEN HOUSE

Mr. K. Crites provided a verbal update relative to the above noted and responded to questions.

Public consultation, relative to integrated accessibility, will be encouraged at this year’s Open House. Stations will be set up around the venue to promote discussion and feedback relative to the main pillars of the Integrated Accessibility Standards Regulation: General Requirements, Information & Communications, Employment, Transportation, and Design of Public Spaces.

Thunder Bay Regional Hospital will also be providing material relative to their Accessibility Plan, the progress made towards barriers removed, and future Accessibility Planning.

Ms. D. Earle, Supervisor, Customer Care & Administrative Services – Transit, will also be attending.

7. MULTI YEAR ACCESSIBILITY PLAN

Mr. S. Garner, Municipal Accessibility Specialist provided a verbal update relative to the above noted and responded to questions.

Human Space, a division of Quadrangle has begun their 1<sup>st</sup> week of public facility audits, and will be returning at the end of June to complete the remaining facilities. 11 audits have been completed to date.

8. ACCESSIBILITY ADVISORY COMMITTEE LOGO

Mr. S. Garner, Municipal Accessibility Specialist, referencing examples from communities of scale, provided an overview relative to the above noted and a discussion followed.

In an effort to build champions within our community and promote awareness around the goals and mandate of the Accessibility Advisory Committee, a logo can make a significant impact with recognition and public perception.

Some of the key items discussed were:

Design  
Letterhead  
Flag  
Networking  
Social Media

9. ROUNDTABLE OF ACCESSIBILITY ISSUES

Committee members reported on accessibility issues encountered in the community.

It was noted that the intake process for patients at the Thunder Bay Regional Health Sciences Centre is very efficient but the information taken at this stage and previous patient history doesn't seem to follow the patient through the system to various specialists and technicians. Having to re-explain patient history takes away time from treatment and testing if necessary. This makes it more difficult, and can increase stress for the patient and/or the caregiver.

It was also noted that Security Guards contracted by the City of Thunder Bay are requiring further training relative to service animals. A member of the AAC had a verbal exchange with security on Monday, May 6, 2019, while attending a Mother's day craft fair at Victoriaville Mall. A man asked if her dog was a service dog, she responded "yes" at which point the man said she needed to wear a harness. The member picked up the handle of the harness and asked

him “what does this look like?” The member was standing at a table holding the dog leash looking at something, the harness was not in her hand at that instant. He then said the dog needs to be wearing a sign indicating she is a service animal, the member informed the man that she doesn't and this exchange went back and forth once or twice with the no she doesn't, yes she does, at which point the security guard told the member if he saw her there again he'd kick her out of the mall and that she'd been warned. He was very aggressive and not interested in hearing anything the member had to say. He did not ask for identification for the dog or what service she performed both of which are questions the member understands can and should be asked in this situation.

## 10. WORKING GROUP UPDATES

### 10.1 Built Environment

Item deferred

### 10.2 Public Art Committee

Item deferred

### 10.3 Walkability Committee

Item deferred

## 11. NEW BUSINESS

### Review of 2018 Municipal and School Board Elections

- 11.1 Memorandum dated April 25, 2019 from Mr. J. Hannam, City Clerk, relative to the Municipal and School Board Elections Voter's List, presented to City Council on Monday, April 29, 2019 was distributed with the Agenda, for information.

Report No. R62/2019 (City Manager's Office – Office of the City Clerk) Review of the 2018 Municipal and School Board Elections, presented to City Council on Monday, April 29, 2019 was distributed with the Agenda, for information.

Ms. L. Douglas, Elections/Committee Coordinator, provided an overview relative to the above noted.

## Draft 2019 – 2022 Corporate Strategic Plan

- 11.2 Memorandum dated April 18, 2019 from Ms. K. Lewis relative to Draft 2019-2022 Corporate Strategic Plan, presented to City Council on Monday, April 29, 2019 was distributed with the Agenda, for information.

Document entitled “One City, All Together 2019 – 2022” presented to City Council on Monday, April 29, 2019 was distributed with the Agenda, for information.

Ms. K. Power, Deputy City Clerk, provided an overview relative to the above noted and a discussion followed.

It was noted that the Draft 2019-2022 Corporate Strategic Plan did not mention an accessibility component.

## 12. NEXT MEETING

The Accessibility Advisory Committee will meet on the 2<sup>nd</sup> Thursday of every month, except July, August and December, from 1:30 to 3:30 p.m., at the West Thunder Community Centre, 915 Edward Street South, Thunder Bay, unless otherwise notified.

- Thursday, May 30, 2019 Annual Open House
- Thursday, June 13, 2019
- No meeting in July 2019
- No meeting in August 2019
- Thursday, September 12, 2019
- Thursday, October 10, 2019
- Thursday, November 14, 2019

## 13. ADJOURNMENT

The meeting adjourned at 3:30 p.m.

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***MEETING DATE***     22/07/2019 (mm/dd/yyyy)

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***SUBJECT***             Thunder Bay District Health Unit - Board of Health Minutes

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***SUMMARY***

Minutes of Thunder Bay District Health Unit - Board of Health Meetings, held on April 17, 2019 and May 15, 2019 for information.

***ATTACHMENTS***

1. April 2019 BOH Minutes
2. May 2019 BOH Minutes



# BOARD OF HEALTH MEETING

**MINUTES OF THE MEETING:** APRIL 17, 2019

**TIME OF MEETING:** 1:00 P.M.

**PLACE OF MEETING:** BOARDROOM – FIRST FLOOR

**CHAIR:** MR. JAMES MCPHERSON

**BOARD MEMBERS PRESENT:**

Mr. Andrew Brigham  
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

**REGRETS:**

Ms. Alana Bishop  
Mr. Brian Hamilton  
Ms. Kristen Oliver  
Mr. Jim Vezina

**ADMINISTRATION PRESENT:**

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  
Mr. D. Hrychuk, Manager of Finance  
Ms. S. Sawula, Manager of Healthy Living  
Ms. J. McFarlane, Manager of Healthy Families and Schools  
Dr. C. Chizea, NOSM Resident  
Ms. S. Stevens, Executive Assistant and Secretary to the Board of Health

**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. Bishop, Mr. Vezina, Ms. Oliver and Mr. Hamilton.

**2. DECLARATIONS OF INTEREST**

There were no declarations of conflict of interest.

### **3. AGENDA APPROVAL**

Resolution No. 43-2019

MOVED BY: G. Vallance  
SECONDED BY: D. Harris Shallow

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

CARRIED

### **4. INFORMATION SESSION**

Mr. M. Duranceau and Ms. A. Elder, Tobacco Enforcement Officers, presented the Board of Health with information on the *Smoke-Free Ontario Act, 2017*, 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 March 20, 2019, to be approved.

Resolution No.:44-2019

MOVED BY: D. Hamilton  
SECONDED BY: N. Gale

THAT the Minutes of the Thunder Bay District Board of Health (Regular and Closed Session) Meeting held on March 20, 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**

The closed session was moved to the end of the meeting, following regular business.

## 8. DECISIONS OF THE BOARD

### 8.1 Northern Fruit and Vegetable Program – (School Program) Funding Advocacy Request

Report No. 26-2019 (Family and School Health) relative to recommendations for advocacy for continued funding of the Northern Fruit and Vegetable Program was presented.

Resolution No.: 46-2019

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

THAT with respect to Report No. 26 - 2019 (Family and School Health), we recommend that the Board of Health advocate for continued funding of the Northern Fruit and Vegetable Program;

AND THAT the Chair, on behalf of the Board of Health, sign and send a letter to the Ministry of Health and Long-Term Care advocating for ongoing base funding for the Program.

CARRIED

### 8.2 Northern Fruit and Vegetable Program – (Enhancement Project) Funding Advocacy Request

Report No. 27-2019 (Healthy Living) relative to recommendations for advocacy for continued funding of the Northern Fruit and Vegetable Program – Understanding Our Food System Project was presented.

Resolution No.:47-2019

MOVED BY: G. Vallance  
SECONDED BY: K. O’Gorman

THAT with respect to Report No. 27 – 2019 (Healthy Living), we recommend that the Board of Health advocate for continued funding of the Northern Fruit and Vegetable Program;

AND THAT the Chair, on behalf of the Board of Health, sign and send a letter to the Ministry of Health and Long-Term Care advocating for ongoing base funding for the Program.

## **8. DECISIONS OF THE BOARD (Continued)**

### **8.3 Preventing Mental Illness through Early Childhood Development Programming (alPHa Resolution)**

Report No. 25-2019 (Healthy Babies Healthy Children) relative to recommendations for co-sponsoring with the Northwestern Health Unit an alPHa Resolution with respect to the above noted was presented and discussed.

Resolution No.: 48-2019

MOVED BY: N. Gale  
SECONDED BY: D. Harris Shallow

THAT with respect to Report No. 25 – 2019 (Healthy Babies Healthy Children), we recommend that the Board of Health for the Thunder Bay District Health Unit co-sponsor with the Northwestern Health Unit the submission of the Backgrounder and Resolution, both titled “Preventing Mental Illness through Early Childhood Development Programming” to the Association of Local Public Health Agencies (alPHa) for its 2019 Annual General Meeting

CARRIED

### **8.4 Healthy Babies Healthy Children Program Budget 2019**

Report No. 24-2019 (Healthy Babies Healthy Children) relative to providing the Board of Health with the proposed 2019 Healthy Babies Healthy Children Program Budget, was presented for approval.

Resolution No.: 49-2019

MOVED BY: D. Hamilton  
SECONDED BY: A. Brigham

THAT with respect to Report No. 24 – 2019 (Healthy Babies Healthy Children), we recommend that the Healthy Babies Healthy Children (HBHC) program budget for January 1 to December 31, 2019 be approved at \$1,296,335 for submission to the Ministry of Children, Community and Social Services;

AND THAT the base program staffing be set at 14.9 full time equivalents for the HBHC program;

8. **DECISIONS OF THE BOARD** (Continued)

8.4 Healthy Babies Healthy Children Program Budget 2019 (Continued)

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

8.5 Reduce Marketing to Children Legislation

Report No. 23-2019 (Healthy Living) relative to recommendations for supporting Bill S-228 with requirements for prohibiting food and beverage marketing directed at children was presented.

Resolution No.: 50-2019

MOVED BY: N. Gale  
SECONDED BY: K. O’Gorman

THAT with respect to Report No. 23 – 2019 (Healthy Living), we recommend that we support Bill S-228, Child Health Protection Act, (2015-present) with requirements for prohibiting food and beverage marketing directed at children;

AND THAT the Chair, on behalf of the Board of Health, sign and send a letter to the Senate urging them to expediently pass this valuable legislation.

CARRIED

8.6 OPHA One-Time Funding

A memorandum from Ms. L. Roberts, Director of Health Promotion, dated April 17, 2019, and containing a resolution relative to acceptance of additional one-time funding for “Bridging the Gap” project was presented.

Resolution No.: 51-2019

MOVED BY: A. Brigham  
SECONDED BY: K. O’Gorman

THAT we recommend the 2019-2020 Bridging the Gap between the Health and Social Sectors for Keeping Kids Healthy...Maintaining the Momentum one-time funding be approved accepting \$8,000 in additional funding for 2019-2020.

## **8. DECISIONS OF THE BOARD (Continued)**

### **8.6 OPHA One-Time Funding (Continued)**

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

### **8.7 Shared Library Services Partnership Budget**

Report No. 28-2019 (Foundational Standards) relative to recommendations for approval of funding for the Hub Library for the period of April 1, 2019 to March 31, 2020, was presented.

Resolution No.: 52-2019

MOVED BY: D. Hamilton  
SECONDED BY: A. Brigham

THAT with respect to Report No. 28-2019 (Foundational Standards), we recommend approval of up to \$126,216.65 in 100 % funding from the Ontario Agency for Health Protection and Promotion for the purpose of continuing the Shared Library Services Partnership (Hub Library) at the Thunder Bay District Health Unit (TBDHU) for the period of April 1, 2019 to March 31, 2020;

AND THAT the Director of Corporate Services and Manager of Finance be authorized to complete any administrative requirements of the submission process, as required.

CARRIED

### **8.8 2018 Consolidated Financial Statements**

Report No. 32-2019 (Finance) relative to presenting the Board of Health with the draft 2018 Consolidated Financial Statements, for approval.

Resolution No.: 53-2019

MOVED BY: D. Hamilton  
SECONDED BY: A. Brigham

THAT with respect to Report No. 32 - 2019 (Finance), we recommend that the Consolidated Financial Statements of the Thunder Bay District Health Unit for the year ending

## **8. DECISIONS OF THE BOARD (Continued)**

### **8.8 2018 Consolidated Financial Statements (Continued)**

December 31, 2018, be approved as recommended by the Executive Committee.

CARRIED

### **8.9 alPHa 2019 AGM & Conference**

A memorandum from Dr. J. DeMille, Medical Officer of Health and Chief Executive Officer, dated April 10, 2019, and containing a resolution relative to the above noted was presented.

Resolution No.: 54-2019

MOVED BY: D. Hamilton  
SECONDED BY: N. Gale

THAT the following members of the Board be authorized to attend the alPHa 2019 Annual Conference to be held in Kingston, Ontario, on June 9-11, 2019:

1. Mr. James McPherson
2. Ms. Maria Harding
3. Ms. Karen O’Gorman
4. Mr. Don Smith

AND THAT all expenses be paid in accordance to Policy No. BH-02-04 - Board Members’ Reimbursement.

CARRIED

### **8.10 Ontario Budget 2019 - Public Health Changes**

The Board of Health discussed the proposed modernization of public health as announced in the Ontario Budget 2019 and considered a resolution from Toronto Public Health relative to the above noted. The Board of Health adopted the following resolution and instructed that it be sent to the Premier of Ontario, the Minister of Health and Long-term Care, the Minister of Municipal Affairs and Housing, local members of the Ontario Provincial Legislature and copied to all Ontario Boards of Health.

Resolution No. 54b-2019

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

## 8. DECISIONS OF THE BOARD (Continued)

### 8.10 Ontario Budget 2019 - Public Health Changes (Continued)

THAT with respect to Public Health Restructuring, the Board of Health:

1. Affirms its support for the Thunder Bay District Health Unit;
2. Requests the Province of Ontario to maintain the health protection and health promotion mandate of the Thunder Bay District Health Unit;
3. Requests the Province of Ontario to maintain the current 75 percent provincial, 25 percent municipal funding for the Thunder Bay District Health Unit;
4. Requests the Province of Ontario to stop the planned reduction of Ontario public health units from 35 to 10 and planned reduction of \$200 million from public health, and instead initiate consultation with municipalities and public health agencies on the public health system in Ontario;
5. Directs the Medical of Health of the Thunder Bay District Health Unit to work with the Association of Local Public Health Agencies to support their efforts on responding to the provincial cuts to public health in Ontario;
6. Requests the Province of Ontario to recognize the vast distance and lack of homogeneity in Ontario, north of the French River.

Accordingly, the Province should ensure that distances are manageable and that public health units are not overwhelmed because they are providing service to areas that are too large and vast.

Bishop, A.	Abs
Brigham, A.	Nay
Gale, N.	Yea
Hamilton, B.	Abs
Hamilton, D.	Yea
Harding, M.	Yea
Harris Shallow, D	Yea
MacEachern, J.	Yea
McPherson, J.	Yea
O’Gorman, K.	Yea
Oliver, K.	Abs
Smith, D.	Yea
Vallance, G.	Yea
Vezina, J.	Abs

(9 yeas – 1 nays – 4 Absent/Abstain)

## **9. COMMUNICATIONS FOR INFORMATION**

### **9.1 Northern Fruit and Vegetable Program - Continuity**

A memorandum from Mr. L. Dyll, Director of Corporate Services, dated April 17, 2019, relative to the proposed continuity plan for the Northern Fruit and Vegetable Program was presented, for information.

### **9.2 2018 Legal Expenditures Report**

Report No. 30-2019 (Finance) relative to providing the Board of Health with the review of legal fees incurred in 2018 was presented, for information.

### **9.3 Procurement Practices Report**

Report No. 29-2019 (Finance) relative to providing the Board of Health with an update on the Procurement policy and practices of the Thunder Bay District Health Unit was presented, for information.

### **9.4 2018 Board of Health Meeting Expenses**

Report No. 31-2019 (MOH/CEO Office) relative to providing the Board of Health with the review of its meeting expenses incurred in 2018 was presented, for information.

### **9.5 Staff Recognition Event**

A memorandum from Dr. J. DeMille, dated April 10, 2019, relative to an invitation to the Board of Health for the Thunder Bay District Health Unit Staff Recognition Event was presented, for information.

### **9.6 Youth Violence Prevention Project**

A verbal update on the federal funding announcement and launch of the Youth Violence Prevention Project was provided, for information.

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

Resolution No.: 45a-2019

MOVED BY:	A. Brigham
SECONDED BY:	D. Harris Shallow

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

THAT the Board of Health move into a closed session to receive information that is subject privilege.

CARRIED

At 2:16 p.m., the Board of Health moved into a closed session. The following individuals left the meeting room:

Ms. T. Rabachuk, Director of Health Protection  
Mr. D. Hrychuk, Manager of Finance  
Ms. S. Sawula, Manager of Healthy Living  
Ms. J. McFarlane, Manager of Healthy Families and Schools  
Dr. C. Chizea, NOSM Resident  
Ms. S. Stevens, Executive Assistant.

At 2:22 p.m., the Board of Health moved out of closed session to resume regular business. The following individual returned to the meeting room:

Ms. S. Stevens, Executive Assistant

**10. NEXT MEETING**

The next regularly scheduled Board of Health meeting will be held on Wednesday, May 15, 2019, at 1:00 p.m.

**11. ADJOURNMENT**

Resolution No.: 55-2019

MOVED BY: A. Brigham  
SECONDED BY: D. Smith

THAT the Regular Board of Health meeting held on April 17, 2019, be adjourned at 2:25 p.m.

CARRIED

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Chair, Board of Health

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Medical Officer of Health/Chief  
Executive Officer



# BOARD OF HEALTH MEETING

**MINUTES OF THE MEETING:** MAY 15, 2019

**TIME OF MEETING:** 1:00 P.M.

**PLACE OF MEETING:** BOARDROOM – FIRST FLOOR

**CHAIR:** MR. JAMES MCPHERSON

**BOARD MEMBERS PRESENT:**

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

**ADMINISTRATION PRESENT:**

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  
Ms. J. Piper, Manager of Injury Prevention, Substance Misuse and Tobacco  
Ms. S. Stevens, Executive Assistant and Secretary to the Board of Health

**REGRETS:**

Mr. Greg Vallance

**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. Vallance.

Mr. N. Gale provided introductions for Ms. M. Warywoda, City of Thunder Bay appointee, replacing Mr. B. Hamilton.

Dr. J. DeMille, MOH/CEO, introduced Ms. T. Rabachuk, new Director of Health Protection.

## **2. DECLARATIONS OF INTEREST**

There were no declarations of conflict of interest.

## **3. AGENDA APPROVAL**

Resolution No. 59-2019

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

THAT the Agenda for the Regular Board of Health Meeting to be held on May 15, 2019, be approved as amended.

CARRIED

## **4. INFORMATION SESSION**

### **4.1 Cannabis Snapshot**

Ms. Miriah Botsford, Public Health Nurse in the Injury Prevention and Substance Misuse Program and Ms. Lyne Soramaki, Public Health Nurse in the Healthy Families and Schools Program, provided a presentation on Cannabis in the District of Thunder Bay, and responded to questions from the Board.

## **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 April 17, 2019, to be approved.

Resolution No.:60-2019

MOVED BY: A. Bishop  
SECONDED BY: M. Harding

THAT the Minutes of the Thunder Bay District Board of Health (Regular and Closed Session) Meeting held on April 17, 2019, be approved.

CARRIED

### **5.2 Thunder Bay District Board of Health – Special Meeting**

The Minutes of the Thunder Bay District Board of Health Special Meeting held on April 18, 2019, to be approved.

**5. MINUTES OF THE PREVIOUS MEETINGS (Continued)**

**5.2 Thunder Bay District Board of Health – Special Meeting (Continued)**

Resolution No.: 61-2019

MOVED BY: M. Harding  
SECONDED BY: A. Bishop

THAT the Minutes of the Thunder Bay District Board of Health (Special and Closed Session) Meeting held on April 17, 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**

The closed session was moved to the end of the meeting, following regular business.

**8. DECISIONS OF THE BOARD**

**8.1 Risk Management**

Report No. 34-2019 (Corporate Services) relative to recommendations for revisions to the Risk Management Policy and Report No. 35-2019 (Corporate Services) relative to an update on Enterprise Risk Management were presented. Mr. L. Dyll, Director of Corporate Services, provided a power point presentation with supplemental information and responded to questions.

Resolution No.: 63-2019

MOVED BY: N. Gale  
SECONDED BY: J. MacEachern

THAT the Board of Health approve the attached Risk Management Policy as presented by Administration.

CARRIED

## 8. DECISIONS OF THE BOARD (Continued)

### 8.2 Contract Award – Server and Storage Technology

Report 33- 2019 (Information Systems and Property) relative to recommendations for approval of the contract award for Server and Storage Technologies was presented.

Resolution No.:64-2019

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

THAT with respect to Report No. 33-2019 (Information Systems and Property), we recommend that the contract for Server and Storage Technologies be renewed with Dell Inc., effective June 1, 2019 to June 1, 2024, for \$123,783.00 (taxes extra);

AND THAT the Director of Corporate Services and the Manager of Finance be authorized to complete any administrative requirements of the Server and Storage Technologies contract award as required.

CARRIED

### 8.3 New User Fees – Sexual Health Clinic

Report 37-2019 (Sexual Health and Harm Reduction) relative to approval of user fees for the Sexual Health Clinic was presented.

Resolution No.: 64-2019

MOVED BY: M. Harding  
SECONDED BY: A. Bishop

THAT with respect to Report No. 37 – 2019 (Sexual Health & Harm Reduction Program), we recommend that:

- the changes to Intrauterine Devices (IUD) fee schedule be approved as presented;
- the addition of Kyleena to the fee schedule be approved;
- the removal of Jaydess from the fee schedule be approved;
- the Director of Corporate Services and Manager of Finance be authorized to complete any administrative matters relative to implementing these changes.

## **8. DECISIONS OF THE BOARD (Continued)**

### **8.4 Thunder Bay Anti-Racism & Inclusion Accord**

Report No. 38-2019 (MOH/CEO) relative to recommendations for joining the Thunder Bay Anti-Racism & Inclusion Accord was presented.

Resolution No.: 65-2019

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

THAT with respect to Report No. 38-2019 (MOH/CEO) we recommend the Thunder Bay District Health Unit join the Thunder Bay Anti-Racism & Inclusion Accord.

CARRIED

## **9. COMMUNICATIONS FOR INFORMATION**

### **9.1 First Quarter Interim Financial Statements**

Report No. 30-2019 (Finance) relative to providing the Board of Health with the interim financial report for the quarter ended March 31, 2019, was presented for information.

### **9.2 Children Count Task Force**

A memorandum from Ms. L. Roberts, Director of Health Promotion, dated May 15, 2019, relative to providing the Board of Health with information to support recommendations on the Children Count Task Force which will be presented at the June 2019 aPHa meeting was presented and discussed.

### **9.3 aPHa Resolution Package**

The package of resolutions for consideration at the Association of Local Public Health Agencies (aPHa) Annual General Meeting in June, was presented for information and review.

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

Resolution No.: 66a-2019

MOVED BY: A. Bishop  
SECONDED BY: M. Harding

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

THAT the Board of Health move into a closed session to receive information explicitly supplied in confidence by an agency of the Province.

CARRIED

At 2:00 p.m., the Board of Health moved into a closed session. The following individuals left the meeting room:

Ms. J. Piper, Manager of Injury Prevention, Substance Misuse and Tobacco  
Ms. S. Stevens, Executive Assistant and Secretary to the Board of Health  
All other staff members  
All members of the media

At 2:20 p.m., the Board of Health moved out of closed session to resume regular business. The following individual returned to the meeting room:

Ms. S. Stevens, Executive Assistant and Secretary to the Board of Health

**10. NEXT MEETING**

The next regularly scheduled Board of Health meeting will be held on Wednesday, June 19, 2019, at 1:00 p.m.

**11. ADJOURNMENT**

Resolution No.: 67-2019

MOVED BY: K. O’Gorman  
SECONDED BY: A. Bishop

THAT the Regular Board of Health meeting held on May 15, 2019, be adjourned at 2:21 p.m.

CARRIED

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Chair, Board of Health

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Medical Officer of Health/Chief  
Executive Officer

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**MEETING DATE** 22/07/2019 (mm/dd/yyyy)

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**SUBJECT** Thunder Bay District Social Services Administration Board Minutes

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***SUMMARY***

Minutes of Thunder Bay District Social Services Administration Board Meetings, No. 06/2019, No. 07/2019, No. 10/2019 and No. 11/2019 held on March 21, 2019 and May 16, 2019 respectively, for information.

***ATTACHMENTS***

1. Meeting No. 06 2019 TBDSSAB Minutes
2. Meeting No. 07 2019 TBDSSAB Minutes
3. Meeting No. 10 2019 TBDSSAB Minutes
4. Meeting No. 11 2019 TBDSSAB Minutes



**MINUTES OF BOARD (CLOSED SESSION) MEETING NO. 07/2019  
OF**

**THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

**DATE OF MEETING:** March 21, 2019

**TIME OF MEETING:** Following the Opening of the Regular Session.

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

**CHAIR:** Lucy Kloosterhuis

**PRESENT:**

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

**OFFICIALS:**

William (Bill) Bradica, Chief Administrative Officer  
Shari Mackenzie, Senior Human Resources Officer  
Glenda Flank, Recording Secretary  
Sarah Schoales, Administrative Assistant

**GUESTS:**

**REGRETS:**  
Rebecca Johnson

**ABSENT:**  
Andrew Foulds

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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 item; references to TBDHC or the Board refers to the Directors of Thunder Bay District Housing Corporation as relevant to specific agenda item. References to CAO refer jointly to the Chief Administrative Officer of TBDSSAB and Senior Administrator of TBDHC.

**BOARD MEETING**

**DISCLOSURES OF INTEREST**

None.

## REPORTS OF ADMINISTRATION

### Non-Union Managerial Economic and Vision Care Increases

Report No. 2019CS-02 (CAO Division) was presented to the Board to provide the economic salary adjustment and increase to Vision Care for non-union and managerial staff being recommended by Administration, for consideration.

William Bradica, CAO provided an overview of the report, advised the Board of the increases being recommended by Administration and the change being recommended to the Vision Care Plan. The Board was advised that the changes to the non-union and management staff being recommended are in par with the negotiated changes made to the Canadian Union of Public Employees collective agreement.

Shari Mackenzie, Senior Human Resources Officer and William Bradica, CAO responded to questions.

## NEW BUSINESS

## ADJOURNMENT

Resolution No. 19/CS03

Moved by: Kim Brown  
Seconded by: Wendy Wright

THAT the Board (Closed Session) Meeting No. 07/2019 of The District of Thunder Bay Social Services Administration Board, held on March 21, 2019, be adjourned at 10:10 a.m., to reconvene in Open Session to consider the remaining agenda items.

CARRIED

  
Chair

  
Chief Administrative Officer



**MINUTES OF BOARD MEETING NO. 06/2019  
OF**

**THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

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**DATE OF MEETING:** March 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  
Shelby Ch'ng  
Jody Davis  
James Foulds  
Brian Hamilton  
Kevin Holland  
Lucy Kloosterhuis  
Ray Lake  
Elaine Mannisto  
Aldo Ruberto  
Wendy Wright

**REGRETS:**  
Rebecca Johnson

**ABSENT:**  
Andrew Foulds

**OFFICIALS:**

William (Bill) Bradica, Chief Administrative Officer, Acting  
Director-Client Services Division  
Georgina Daniels, Director-Corporate Services Division  
Ken Ranta, Director-Housing Services Division  
Shari Mackenzie, Senior Human Resources Officer  
Glenda Flank, Recording Secretary  
Sarah Schoales, Administrative Assistant

**GUESTS:**

Aaron Park, Manager, Housing & Homelessness Programs  
Barry Caland, Manager, Facilities  
Brook Latimer, Supervisor, Communications & Engagement  
Keri Greaves, Manager, Finance  
Louise Piercey, Manager, Child Care & Early Years  
Programs

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**BOARD MEETING**

**DISCLOSURES OF INTEREST**

None.

## NEW BUSINESS

### CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 19/27

Moved by: Jody Davis  
Seconded by: James Foulds

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 March 21, 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 Meeting No. 02/2019 and 03/2019 (Regular and Closed Session) of TBDSSAB, held on February 20, 2019, were presented for confirmation.

Resolution No. 19/28

Moved by: Kim Brown  
Seconded by: Jody Davis

THAT the Minutes of Meeting No. 02/2019 and 03/2019 (Regular and Closed Session) of The District of Thunder Bay Social Services Administration Board, held on February 20, 2019, be confirmed.

CARRIED

Minutes of Meeting No. 04/2019 and 05/2019 (Regular and Closed Session) of TBDSSAB, held on February 21, 2019, were presented for confirmation.

Resolution No. 19/29

Moved by: Kim Brown  
Seconded by: Jody Davis

THAT the Minutes of Meeting No. 04/2019 and 05/2019 (Regular and Closed Session) of The District of Thunder Bay Social Services Administration Board, held on February 21, 2019, be confirmed.

CARRIED

#### CLOSED SESSION MEETING

Administration recommended that the Board adjourn to a closed meeting relative to the receipt of information with respect to security of property of the Board regarding the Non-Union Managerial Economic and Vision Care Increases.

Resolution No. 19/30

Moved by: Kim Brown  
Seconded by: Wendy Wright

THAT the Board adjourns to Closed Session relative to the receipt of information with respect to security of property of the Board regarding the Non-Union Managerial Economic and Vision Care Increases.

CARRIED

#### REPORTS OF ADMINISTRATION

##### Non-Union Managerial Economic and Vision Care Increases

Report No. 2019CS-02 (CAO Division), relative to providing the Board with information regarding the above noted was, presented in Closed Session earlier.

The following resolution is presented to the Board, for consideration.

Resolution No. 19/31

Moved by: Elaine Mannisto  
Seconded by: Albert Aiello

THAT with respect to Report No. 2019CS-02 (CAO Division), we The District of Thunder Bay Social Services Administration Board authorize Administration to proceed as directed in Closed Session.

CARRIED

Non-Mandated Programs – Resolution  
for March 2019 Board Meeting

A discussion was held at the February Board Meeting regarding the continuation and funding of the Community Social Reinvestment Program (CSRP). The Board approved through Resolution No. 19/23 to fund the CSRP for the 2019 year.

Memorandum from Kevin Holland, Board Member, dated March 13, 2019 was presented to the Board, recommending that the CSRP program be funded through the Levy Stabilization Reserve Fund.

A discussion was held regarding, the ability of TBDSSAB to choose to provide non mandated programs, the levy increase percentages resulting from the proposed budget for each municipality and the impact of those increases, the reason for starting the CSRP program and the possibility of discontinuing the program after the 2019 year.

William Bradica, CAO provided clarification and responded to questions.

On consensus, Administration was directed to seek clarification from the Ministry of Children, Community and Social Services regarding the Board's authority to provide non-mandated programs with a report back to the Board, and to advise the 2019 CSRP allocation recipients that the CSRP program will be reviewed to determine if it will be continued in the future.

A further discussion was held regarding the amount held in the levy stabilization reserve fund and the ability to deposit levy surpluses to this fund. William Bradica, CAO provided clarification.

Resolution No. 19/32

Moved by: Kevin Holland  
Seconded by: Elaine Mannisto

WHEREAS the Ministry of Finance informed municipalities for 2019 the administration of the Ontario Municipal Partnership Fund (OMPF) will remain unchanged from 2018, which means many municipalities will experience funding cuts of up to 10%;

WHEREAS the Provincial Government has announced it is closely reviewing its expenditures including its grants to municipalities including the OMPF and notified further cuts in 2020 are possible in efforts to reduce the provincial deficit;

THEREFORE, be it resolved that the Board approves funding the cost of the 2019 Community Social Reinvestment Program (CSRP) from the Levy Stabilization Reserve Fund;

AND THAT the 2019 municipal levies be recalculated after the cost of the 2019 CSRP is removed;

AND THAT organizations receiving funding from the CSRP in 2019 be cautioned that the funding for non-mandated programs may not be provided in 2020.

CARRIED

Year 2019 Proposed Budget – Community  
Social Reinvestment Funding Financing

Memorandum from Georgina Daniels, Director – Corporate Services Division, dated March 15, 2019 was presented to the Board to provide further information regarding the financing of the Community Social Reinvestment Program allocations for 2019.

The District of Thunder Bay Social Services  
Administration Board Year 2019 Proposed  
Budget – Revised

On February 20, 2019, Administration presented the Board with Report No. 2019-03 TBDSSAB Year 2019 Proposed Budget. The Board directed Administration to provide a revised budget including and excluding the Community Social Reinvestment Program, and any other possible reductions.

Report No. 2019-11 (Corporate Services Division), was presented to provide the Board with the Year 2019 Proposed Budget, as amended, for their consideration.

Georgina Daniels, Director – Corporate Services Division provided an overview on the changes and correction made to the amended 2019 Proposed Budget and responded to questions.

William Bradica, CAO responded to questions and provided clarification relative to staff vacancies and revenue increases.

Ken Ranta, Director – Housing Services Division also responded to questions.

Resolution No. 19/33

Moved by: James Foulds  
Seconded by: Elaine Mannisto

THAT with respect to Report No. 2019-03 and Report No. 2019-11 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the Year 2019 Proposed Operating Budget in the amount of \$100,048,900, as presented in Report No. 2019-03 and amended in Report No. 2019-11;

AND THAT we, the Board, approve the Year 2019 Proposed Capital Budget in the amount of \$3,657,000, as presented in Report No. 2019-03 and in Report No. 2019-11, to be financed from the Direct-Owned Housing Portfolio Capital Replacement Reserve Fund;

AND THAT up to \$50,000 of costs related to implementation of the Property Portfolio Action Plan be financed from the Capital Regeneration Reserve Fund;

AND THAT \$2,591,000 be transferred from Operations to the Direct-Owned Housing Portfolio Capital Replacement Reserve Fund, and up to \$385,000 of move-out repairs be financed from the Direct-Owned Housing Portfolio Capital Replacement Reserve Fund;

AND THAT up to \$28,800 of costs related to the upgrade of the email server, up to \$10,600 of costs related to the development of the TBDSSAB strategic plan, and up to \$161,900 of social housing costs be financed from the Levy Stabilization 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 \$187,600 be transferred from Operations to the Office Building Reserve Fund, and up to \$116,000 of the office building capital costs be financed from the Office Building Reserve Fund;

AND THAT up to \$10,000 of costs related to end of social housing operating agreements be financed from the Social Housing Reserve Fund;

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

CARRIED

#### Carryforward of Capital Projects

Report No. 2019-12 (Corporate Services Division), was presented to the Board with the list of budgeted capital projects that the Chief Administrative Officer has approved to be carried forward and completed in the 2019 year.

William Bradica, CAO provided a brief introduction to the report.

#### Year 2019 Weighted Assessment Calculation and 2019 Levy Apportionment

Report No. 2019-13 (Corporate Services Division), was presented to the Board to provide the year 2019 weighted assessment calculation and the 2019 levy apportionment.

Georgina Daniels, Director – Corporate Services Division provided an overview of the report and responded to questions.

William Bradica, CAO responded to questions.

A discussion was held regarding the weighted assessment calculation. On consensus, Administration was directed to provide the Board with an explanation of the weighted assessment calculation.

#### Green Energy Initiatives Annual Report 2018

Report No. 2019-14 (Housing Services Division), was presented to the Board outlining the green energy initiatives that were undertaken in 2018.

Barry Caland, Manager, Facilities Ken Ranta, Director – Housing Services Division, Georgina Daniels, Director – Corporate Services Division and William Bradica, CAO, all responded to questions.

On consensus of the Board, Administration will update the information provided to the Board in 2017 regarding the comparison of natural gas costs and provide the updated information to the Board.

**10 Year Housing and Homelessness Plan  
Annual Progress Report**

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Report No. 2019-15 (Housing Services Division), presented the Board with the Annual Progress Report of the 10 Year Housing and Homelessness Plan, recommended that the Board approve combining the Annual Progress Report and the Biennial Report, and to authorize Administration to submit the Annual Progress Report to the Ministry of Municipal Affairs and Housing.

William Bradica, CAO provided a brief introduction to the report, responded to questions and provided clarification.

Ken Ranta, Director – Housing Services Division provided information regarding the rent-geared to income program, and responded to questions.

William Bradica, CAO advised the Board Members that the presentation regarding Abbeyfield was scheduled to take place on the evening before the start of the Northern Ontario Municipal Association conference.

A discussion was held regarding the Point-in-Time count on homelessness done within the district of Thunder Bay and the issues regarding the results that were reported. The Board was advised that Administration was reviewing programs to assist in coordinating the homelessness count.

Aaron Park, Manager, Housing and Homelessness Programs responded to questions.

**Resolution No. 19/34**

Moved by: Elaine Mannisto  
Seconded by: Albert Aiello

THAT with respect to Report No. 2019-15 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board, approve the TBDSSAB 10 Year Housing and Homelessness Plan Annual Progress Report as presented.

AND THAT the Board approves Administration's recommendation to combine the 10 Year Housing and Homelessness Plan Annual Progress Report and the 10 Year Housing and Homelessness Plan Biennial Update Report;

AND THAT the Board authorizes the Chief Administrative Officer, to submit the TBDSSAB 10 Year Housing and Homelessness Annual Progress Report to the Ministry of Municipal Affairs and Housing (MMAH).

**CARRIED**

**10 Year Housing and Homelessness Plan  
- Housing Targets Update**

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Report No. 2019-16 (Housing Services Division), was presented to the Board with Administrations recommendation regarding revised housing targets and to amend the time period of the revised housing targets.

William Bradica, CAO provided a brief introduction to the report.

Resolution No. 19/35

Moved by: Shelby Ch'ng  
Seconded by: James Foulds

THAT with respect to Report No. 2019-16 (Housing Services Division), we recommend The District of Thunder Bay Social Services Administration Board approve and adopt the Ten Year Housing and Homelessness Plan – Revised Housing Targets as presented;

AND THAT Administration provide an update of the Housing Targets every 3 years, superceding Resolution No. 16/35 requiring annual updates of the housing targets.

CARRIED

**Child Care Expansion Funding Update**

Report No. 2019-17 (Client Services Division), was presented to the Board to provide the final update regarding the 2018 Expansion Funding, and the Canada Ontario Early Learning and Child Care Funding Work Plan.

Resolution No. 19/36

Moved by: Shelby Ch'ng  
Seconded by: James Foulds

THAT with respect to Report No. 2019-17 (Client Services Division), we, The District of Thunder Bay Social Services Administration Board, approve the final report of the Expansion Funding, and the Canada Ontario Early Learning and Child Care Funding as presented.

CARRIED

Northern Ontario Service Deliverers'  
Association Annual General Meeting  
Attendance 2019

Memorandum from William Bradica, CAO, dated March 11, 2019, was presented to the Board relative to appointing Board Members to attend the Northern Ontario Service Deliverers' Association Annual General Meeting for 2019

Resolution No. 19/37

Moved by: Shelby Ch'ng  
Seconded by: James Foulds

THAT with respect to the Northern Ontario Service Deliverers Association 2019 Annual General Meeting, to be held on June 5, 6 and 7, 2019, in Sault Ste. Marie, Ontario, the following Members of the Board are selected to attend:

- |                             |                        |
|-----------------------------|------------------------|
| 1. <u>Lucy Kloosterhuis</u> | 2. <u>Kim Brown</u>    |
| 3. <u>Kevin Holland</u>     | 4. <u>James Foulds</u> |

AND THAT in the event that any of the above Board Members are unable to attend the following Members will be contacted to attend in their place:

- |                        |                      |
|------------------------|----------------------|
| 1. <u>Wendy Wright</u> | 2. <u>Jody Davis</u> |
|------------------------|----------------------|

AND THAT the voting delegates are:

- |                             |                         |
|-----------------------------|-------------------------|
| 1. <u>Lucy Kloosterhuis</u> | and 2. <u>Kim Brown</u> |
|-----------------------------|-------------------------|

CARRIED

Ontario Municipal Social Services  
Association Annual General Meeting  
Attendance 2019

Memorandum from William Bradica, CAO, dated March 11, 2019, was presented to the Board relative to appointing Board Members to attend the Ontario Municipal Social Services Association Annual General Meeting for 2019.

Resolution No. 19/38

Moved by: Ray Lake  
Seconded by: Kevin Holland

THAT with respect to the Ontario Municipal Social Services Association 2019 Annual General Meeting, to be held on May 13, 14 and 15, 2019, in Thunder Bay, Ontario, the following Members of the Board are selected to attend:

1. Lucy Kloosterhuis
2. Kim Brown
3. Shelby Ch`ng

AND THAT in the event that any of the above Board Members are unable to attend the following Members will be contacted to attend in their place:

1. Wendy Wright

CARRIED

CORRESPONDENCE

The District of Thunder Bay Social  
Services Administration Board  
Advocacy Issues

A copy of letter from the Honourable Patty Hajdu, PC, MP to The Honourable Jean-Yves Duclos, PC, MP, Minister of Families, Children, and Social Development dated February 19, 2019 relative to TBDSSAB's advocacy regarding a coordinated access system was presented to the Board, for information only.

A letter from Carol Latimer, Director, Ministry of Municipal Affairs and Housing dated February 21, 2019 relative to TBDSSAB's advocacy regarding homelessness and support for addictions treatment was presented, for information only.

A letter from the Honourable Steve Clark, Minister of Municipal Affairs and Housing dated February 25, 2019 relative to TBDSSAB's advocacy regarding coordinated access system, mental health and addictions and homelessness was presented, for information only.

BY-LAWS

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, April 18, 2019 at 10:00 a.m., in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

ADJOURNMENT

Resolution No. 19/39

Moved by: Ray Lake  
Seconded by: Kevin Holland

THAT the Board Meeting No. 06/2019 of The District of Thunder Bay Social Services Administration Board, held on March 21, 2019, be adjourned at 11:55 a.m.

  
Chair

  
Chief Administrative Officer



**MINUTES OF BOARD (CLOSED SESSION) MEETING NO. 11/2019  
OF  
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

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**DATE OF MEETING:** May 16, 2019

**TIME OF MEETING:** 10:06 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  
Brian Hamilton  
Kevin Holland  
Rebecca Johnson  
Lucy Kloosterhuis  
Ray Lake  
Elaine Mannisto

**OFFICIALS:**

William (Bill) Bradica, Chief Administrative Officer, Acting  
Director – Client Services Division

**GUESTS:**

Roxanne Brunelle, Manager, Human Resources

**REGRETS:**

Andrew Foulds  
Aldo Ruberto  
Wendy Wright

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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 item; references to TBDHC or the Board refers to the Directors of Thunder Bay District Housing Corporation as relevant to specific agenda item. References to CAO refer jointly to the Chief Administrative Officer of TBDSSAB and Senior Administrator of TBDHC.

**BOARD MEETING**

**DISCLOSURES OF INTEREST**

None.

## REPORTS OF ADMINISTRATION

### Post-Budget Provincial Funding Reductions

William Bradica, CAO provided a verbal update regarding the post-budget provincial funding reductions, and responded to questions.

At 10:49 a.m. William Bradica, CAO left the meeting room.

### Chief Administrative Officer – Performance Evaluation

Lucy Kloosterhuis, Chair provided a verbal update regarding the above noted matter.

## ADJOURNMENT

Resolution No. 18/CS05

Moved by:           Albert Aiello  
Seconded by:       Kim Brown

THAT the Board (Closed Session) Meeting No. 11/2019 of The District of Thunder Bay Social Services Administration Board, held on May 16, 2019, be adjourned at 11:35 a.m., to reconvene in Open Session to consider the remaining agenda items.

CARRIED

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chief Administrative Officer



**MINUTES OF BOARD MEETING NO. 10/2019  
OF  
THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD**

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**DATE OF MEETING:** May 16, 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  
Brian Hamilton  
Kevin Holland  
Rebecca Johnson  
Lucy Kloosterhuis  
Ray Lake  
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  
Sarah Strey, Administrative Assistant  
Diana Hennel, Administrative Assistant

**GUESTS:**

Brook Latimer, Supervisor, Communications &  
Engagement  
Roxanne Brunelle, Manager, Human Resources

**REGRETS:**

Andrew Foulds  
Aldo Ruberto  
Wendy Wright

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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

None.

## CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 19/50

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 May 16, 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 Meeting No. 08/2019 (Regular Session) and 09/2019 (Closed Session) of TBDSSAB, held on April 18, 2019, were presented for confirmation.

Resolution No. 19/51

Moved by: Kevin Holland

Seconded by: James Foulds

THAT the Minutes of Meeting No. 08/2019 and 09/2019 (Regular and Closed Session) of The District of Thunder Bay Social Services Administration Board, held on April 18, 2019, be confirmed.

CARRIED

### Annual General Meeting

Draft Minutes of the Sixteenth Annual General Meeting (Regular and Closed Session) of TBDSSAB, held on April 18, 2019, were presented to the Board for information only.

### Committee Meetings

Confirmed Minutes of the Audit Committee Meeting held on April 2, 2019, were provided for information only.

Draft Minutes of the Audit Committee Meeting held on April 18, 2019, were provided to the Board for information only.

Draft Minutes of the Community Homelessness Prevention Initiative Advisory Table Meeting held on April 18, 2019, were provided to the Board for information only.

William Bradica, CAO and Ken Ranta, Director – Housing Services Division responded to questions regarding the CHPI Advisory Table Meeting Minutes.

At 10:04 a.m. Shelby Ch'ng and Brian Hamilton, Board Members, entered the meeting room.

### CLOSED SESSION MEETING

Administration recommended that the Board adjourn to a closed meeting relative to the receipt of information with respect to security of the property of the Board regarding the Post Budget Funding Reductions and relative to identifiable individuals regarding the Chief Administrative Officer Performance Evaluation.

Resolution No. 19/52

Moved by: Elaine Mannisto  
Seconded by: Rebecca Johnson

THAT the Board adjourns to Closed Session relative to the receipt of information with respect to security of the property of the Board regarding the Post Budget Funding Reductions and with respect to identifiable individuals regarding the Chief Administrative Officer Performance Evaluation.

CARRIED

At 10:06 a.m. Ken Ranta, Director – Housing Services Division, Georgina Daniels, Director – Corporate Services Division, Brook Latimer, Supervisor, Communications and Engagement, Diana Hennel, Administrative Assistant, Sarah Strey, Administrative Assistant and Glenda Flank, Recording Secretary left the meeting room and the Board Meeting went into Closed Session.

At 11:56 a.m. the Regular Session meeting reconvened following the end of Closed Session and the break for lunch.

## REPORTS OF ADMINISTRATION

### TBDSSAB 2019 1<sup>st</sup> Quarter Operational Report

Report No. 2019-23, (CAO Division) was presented to the Board outlining the trends within TBDSSAB programs and services.

Saku Pinta, Supervisor, Research and Social Policy provided an overview of the 1<sup>st</sup> Quarter Operational Report and responded to questions.

William Bradica, CAO provided clarification and responded to questions.

### Post Budget Provincial Funding Reductions

Memorandum from William Bradica, Chief Administrative Officer, dated May 8, 2019, was presented to the Board to provide further information on the reduction to the provincial funding for Child Care and Ontario Works.

William Bradica, CAO advised that a more comprehensive report will be brought back to the Board once all guidelines have been reviewed, and responded to questions.

### Declaration of Pecuniary Interest - Policy

Resolution 19/43 was passed at the April 18, 2019 Board meeting directing Administration to provide the Board with a Policy relative to the Declaration of Pecuniary Interest, at the May 16, 2019 Board Meeting.

Memorandum from William Bradica, Chief Administrative Officer, dated May 8, 2019, providing the Board with a recommended policy for the Registry of Pecuniary Conflict of Interest declarations was presented for consideration.

Administration to revise the Declaration of Pecuniary Interest form to include a signature line for the declaring Board Member.

### Resolution No. 19/53

Moved by: Kim Brown  
Seconded by: Elaine Mannisto

THAT with respect to the Memorandum from William Bradica, Chief Administrative Officer dated May 8, 2019, we approve the Policy on the registry declaration of pecuniary as attached;

AND THAT the Chief Administrative Officer be authorized to amend this policy with respect to housekeeping items, as may be required from time to time.

CARRIED

Not-For-Profit Housing Provider Surplus  
Sharing Policy

Report No. 2019-24 (Housing Services Division), was presented to the Board to provide information related to the implementation of a Not-for-Profit Housing Provider Surplus Sharing Policy.

Ranta, Director – Housing Services Division and William Bradica, CAO responded to questions regarding the policy.

Resolution No. 19/54

Moved by: Jody Davis  
Seconded by: Ray Lake

THAT with respect to Report No. 2019-24 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board, approve the Not for Profit Housing Provider Surplus Sharing Policy as presented.

AND THAT the Chief Administrative Officer be authorized to amend this policy with respect to housekeeping items, as may be required from time to time.

CARRIED

Long-Term Vacancies Policy

Report No. 2019-25 (Housing Services Division), was presented to the Board to provide information related to the implementation of a Long-Term Vacancies policy.

A discussion was held regarding the method of filling chronic vacancies in the municipalities outside of Thunder Bay.

Ken Ranta, Director – Housing Services Division and William Bradica, CAO responded to questions.

Resolution No. 19/55

Moved by: Kevin Holland  
Seconded by: Rebecca Johnson

THAT with respect to Report No. 2019-25 (Housing Services Division) we, The District of Thunder Bay Social Services Administration Board, approve the Long-Term Vacancies Policy as presented;

AND THAT the Chief Administrative Officer be authorized to amend this policy with respect to housekeeping items, as may be required from time to time.

CARRIED

#### Retention Schedule By-law Update

Report No. 2019-26 (Corporate Services Division), was presented to the Board to provide Administration's recommended amendments to the Record Retention Schedule, for consideration.

Georgina Daniels, Director – Corporate Services responded to questions.

Resolution No. 19/56

Moved by: Ray Lake  
Seconded by: James Foulds

THAT with respect to Report No. 2019-26 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (the Board) approve the updated Records Retention Schedules as presented.

AND THAT any necessary by-law be presented to the Board.

CARRIED

#### CORRESPONDENCE

#### BY-LAWS

##### First and Final Reading

Resolution No. 19/57

Moved by: Albert Aiello  
Seconded by: Kevin Holland

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

1. A By-law to repeal By-law Number 01-2014 and to adopt amended Records Retention Schedule for The District of Thunder Bay Social Services Administration Board.

Explanation: A By-law to repeal By-law Number 01-2014 and replace with By-law Number 04-2019.

Authorization: Board Meeting 2019May16

BY-LAW NUMBER 04-2019

CARRIED

#### NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, June 20, 2019 at 10:00 a.m., in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

#### ADJOURNMENT

Resolution No. 19/58

Moved by: Elaine Mannisto  
Seconded by: Jody Davis

THAT the Board Meeting No. 10/2019 of The District of Thunder Bay Social Services Administration Board, held on May 16, 2019, be adjourned at 12:44 p.m.

CARRIED

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Chief Administrative Officer



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**MEETING DATE** 22/07/2019 (mm/dd/yyyy)

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**SUBJECT** City Clerk - Appointment

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***SUMMARY***

Memorandum from Mr. N. Gale, City Manager dated July 8, 2019 containing a motion recommending that Ms. K. Power be appointed as City Clerk for the City of Thunder Bay as of August 3, 2019.

***RECOMMENDATION***

With respect to the Appointment of City Clerk we recommend that Ms. Krista Power be appointed as the City Clerk for the City of Thunder Bay as of August 3, 2019;

AND THAT the by-law appointing Ms. Power as City Clerk be presented to City Council at the July 29, 2019 City Council Meeting for ratification.

***ATTACHMENTS***

1 City Clerk Appointment Memo

## Memorandum

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

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**TO:** Mr. J. Hannam, City Clerk  
**FROM:** Mr. N. Gale, City Manager  
**DATE:** July 8, 2019  
**SUBJECT:** City Clerk – Appointment  
Committee of the Whole – July 22, 2019

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I am pleased to recommend that you appoint Ms. Krista Power as the City Clerk for the City of Thunder Bay.

Ms. Power, formerly the Deputy City Clerk, has been working for the City since 2010. She received her Bachelor of Arts degree from Lakehead University and completed her certificate in Municipal Administration with the Association of Municipal Clerks and Treasurers, and previously served the Provincial Government working for the Ministry of Tourism from 2000 – 2010. Ms. Power is an alumnus of the Governor General's Canadian Leadership Conference (2017) and is pleased to serve City Council and the community in this role.

Accordingly it is my pleasure to make the following recommendation to City Council:

With respect to the Appointment of City Clerk we recommend that Ms. Krista Power be appointed as the City Clerk for the City of Thunder Bay as of August 3, 2019;

AND THAT the by-law appointing Ms. Power as City Clerk be presented to City Council at the July 29, 2019 City Council Meeting for ratification.