

BOARD MEETING No. 19/2025

DATE OF MEETING: DECEMBER 11, 2025

TIME OF MEETING: 10:00 AM

LOCATION OF MEETING: MICROSOFT TEAMS &

3rd FLOOR MAIN BOARDROOM TBDSSAB HEADQUARTERS 231 MAY STREET SOUTH

THUNDER BAY, ON

CHAIR: BRIAN HAMILTON

ORDERS OF THE DAY: DISCLOSURES OF CONFLICT OF INTEREST

NEW BUSINESS

CONFIRMATION OF BOARD MEETING AGENDA

MINUTES OF PREVIOUS MEETINGS DEPUTATIONS / PRESENTATIONS REPORTS OF ADMINISTRATION

CORRESPONDENCE

BY-LAWS

NEXT MEETING ADJOURNMENT

Note: For the purposes of the agenda and subsequent 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 Thunder Bay District Housing Corporation Board of Directors as relevant to specific agenda item. References to CEO refer jointly to the Chief Executive Officer of TBDSSAB and Senior Administrator of TBDHC.

BOARD MEETING

DISCLOSURES OF INTEREST

NEW BUSINESS

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 25/85

THAT with respect to the agenda for the Board Regular Session meeting of The District of Thunder Bay Social Services Administration Board for December 11, 2025, we approve the agenda as presented;

AND THAT we approve any additional information and new business.

MINUTES OF PREVIOUS MEETINGS

Board Meetings

Minutes of Meeting No. 17/2025 (Regular Session) and Meeting No. 18/2025 (Closed Session) of TBDSSAB held on November 20, 2025, respectively, to be confirmed. (Pages 9 - 19)

Resolution No. 25/86

THAT the Minutes of Meeting No. 17/2025 (Regular Session) and Meeting No. 18/2025 (Closed Session) of The District of Thunder Bay Social Services Administration Board, held on November 20, 2025, respectively, be confirmed.

DEPUTATION/PRESENTATION

OrgCode Housing and Homelessness	
Presentation	

Presentation to be provided by Iain De Jong, President and CEO and Marina Sloutsky, Senior Associate, OrgCode Consulting Inc. regarding housing and homelessness solutions in the District of Thunder Bay, for information only. (**Provided Separately**)

CLOSED SESSION MEETING

None

REPORTS OF ADMINISTRATION

Proposed 2026 Operating & Capital Budget

Report No. 2025-46, (Corporate Services Division) relative to providing the Board with the proposed 2026 Operating and Capital Budget, for consideration. (Pages 20 - 27)

Resolution No. 25/87

THAT with respect to Report No. 2025-41 and Report No. 2025-46 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (the Board), approve the proposed 2026 Operating Budget in the amount of \$133,091,900, as presented in Report No. 2025-46;

AND THAT we, the Board, approve the proposed 2026 Capital Budget in the amount of \$2,915,000, as presented in Report No. 2025-41, with up to \$2,720,000 financed from the Housing Portfolio Capital Reserve Fund, and up to \$195,000 financed from the Office Building Capital Reserve Fund;

AND THAT \$228,300 be transferred from Operations to the Office Building Reserve Fund;

AND THAT \$320,000 be transferred from the Early Years Reserve Fund to the Levy Stabilization Reserve Fund;

AND THAT up to \$325,000 for expenditures within the Direct Owned Housing portfolio and \$30,000 for consulting services to finalize the development of the beautification, security, and environmental design study be financed by the Levy Stabilization Reserve Fund;

AND THAT up to \$10,000 of costs related to end of community housing operating agreements be financed from the Community Housing Reserve Fund:

AND THAT \$3,306,400 be transferred from Operations to the Housing Portfolio Capital Reserve Fund, and up to \$1,215,000 for expenditures of a capital nature related to tenant move-out, accessibility modification, and extensive repairs where an insurance claim is not appropriate be financed from the Housing Portfolio Capital Reserve Fund;

AND THAT we approve the reconciliation adjustments for the Budget presentation in the 2026 Audited Financial Statements, as presented in Report No. 2025-46;

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

Nipigon Direct-Owned Housing
Property Options Update

Report No. 2025-47, (Corporate Services Division) relative to providing the Board with an updated report for the direct-owned properties in Nipigon, Ontario that are currently vacant and undeveloped, for information only. (Pages 28 - 29)

Child Care Capital Agreement

<u>Report No. 2025-48</u>, (Corporate Services Division) relative to providing the Board with the recommended template for Child Care Capital Agreements for the expansion of child care spaces, for consideration. (Pages 30 - 50)

Resolution No. 25/88

THAT with respect to Report No. 2025-48 (Corporate Services Division), we The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the new Child Care Capital Agreement template for the Child Care and Early Years program.

AND THAT we authorize the Chief Executive Officer to make amendments to this Agreement template with respect to housekeeping items, as may be required from time to time;

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

TBDSSAB Presentations to Municipal Councils - Revised

Revised Memorandum from Kasey Etreni, Board Member, dated November 28, 2025 relative to providing the Board with information and revised draft policy regarding presentations to Municipal Councils, for consideration. (Pages 51 - 54)

Resolution No. 25/89

THAT with respect to the revised Memorandum dated November 28, 2025 from Kasey Etreni, Board Member, we The District of Thunder Bay Social Services Administration Board, approve the Municipal Presentations policy, as presented, that provides for presentations to municipal councils within its jurisdiction upon request;

AND THAT the policy defines scheduling of such presentations be coordinated in advance, with sufficient notice, and in a format agreeable to both parties;

AND THAT we authorize the Chief Executive Officer to make amendments to the policy with respect to housekeeping items, including titles, program and similar changes, as may be required from time to time.

Board Annual Effectiveness Evaluation

Memorandum from Ken Ranta, CEO, dated November 30, 2025 relative to providing the Board with information and draft Board Annual Effectiveness Evaluation form being recommended, for consideration. (Pages 55 - 65)

Resolution No. 25/90

THAT with respect to the Memorandum dated November 30, 2025, we The District of Thunder Bay Social Services Administration Board, approve the draft Board Annual Effectiveness Evaluation as presented;

AND THAT the Board Annual Effectiveness Evaluation be implemented for a 3-year period commencing 2026 and evaluated by the Board in 2028;

AND THAT we authorize the Chief Executive Officer to make amendments to the evaluation with respect to housekeeping items, as may be required from time to time.

Nominations Process 1	for 2026 Board
Executive, Committee	& Tables

Memorandum from Ken Ranta, CEO dated November 20, 2025 relative to providing the Board with information on the nomination and election process and requesting nominations for the Executive, Committee and Table positions for 2026, for consideration. (Pages 66 - 89)

Resolution No. 25/91

THAT effective January 2, 2026 the position of Chair of The Thunder Bay Social Services Administration Board for the te	
December 31, 2026, be filled by;	
AND THAT effective January 2, 2026 the position of Vice-Ch	air of The
District of Thunder Bay Social Services Administration Board, for	or the term
ending December 31, 2026, be filled by	

AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Audit Committee, for the term ending December 31, 2026:
1
AND THAT the Committee Chair be appointed at the first Committee meeting of the year;
AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Situation Analysis Review Committee, for the term ending December 31, 2026:
1
AND THAT the Committee Chair be appointed at the first Committee meeting of the year;
AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Child Care and Early Years Advisory Table, for the term ending December 31, 2026:
1; 2;
AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Homelessness Prevention Program Advisory Table, for the term ending December 31, 2026:
1

AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Indigenous Advisory Table, for the term ending December 31, 2026:

1.					
2.					_

Proposed 2026 Board Meeting Dates and 2027 Inaugural Meeting Date

Memorandum from Ken Ranta, CEO dated November 30, 2025 relative to providing the Board with the proposed Board Meeting dates for 2026 and the 2027 Inaugural meeting, for information only. (Pages 90)

CORRESPONDENCE

None

BY-LAWS

First and Final Reading

Resolution No. 25/92

1. A By-law to adopt The District of Thunder Bay Social Services Administration Board Operating and Capital Budgets for the year 2026.

<u>Explanation:</u> A By-law to adopt The District of Thunder Bay Social Services Administration Board Operating and Capital Budgets for the year 2026.

Authorization: Board Meeting 2025Dec11.

BY-LAW NUMBER 02-2025

Resolution No. 25/93

1. A By-law to authorize the form of Child Care Capital Agreement to be executed by The District of Thunder Bay Social Services Administration Board and approved service providers for the provision of creating new licensed child care spaces.

<u>Explanation:</u> A By-law to authorize the form of Child Care Capital Agreement.

Authorization: Board Meeting 2025Dec11.

BY-LAW NUMBER 03-2025

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on Thursday, January 15, 2026 at 10:00 a.m., in the 3rd Floor Boardroom and via Microsoft Teams, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario.

<u>ADJOURNMENT</u>

Resolution No. 25/94

THAT Board Meeting No. 19/2025 of The District of Thunder Bay Social Services Administration Board, held on December 11, 2025, be adjourned at a.m./p.m.



BOARD MINUTES

MINUTES OF BOARD (REGULAR SESSION) MEETING NO. 17/2025 OF

THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD

DATE OF MEETING: November 20, 2025

TIME OF MEETING: 10:02 a.m.

LOCATION OF MEETING: Microsoft Teams & 3rd Floor Boardroom

TBDSSAB Headquarters

231 May Street South

Thunder Bay, ON

CHAIR: Jim Vezina

PRESENT: OFFICIALS:

Albert Aiello Ken Ranta, Chief Executive Officer

Ken Boshcoff Crystal Simeoni, Director, Integrated Social Services Division

Anne-Marie Bourgeault Tafadzwa Mukubvu, Manager, Finance

Gordon Cuthbertson Marty Farough, Manager, Infrastructure & Asset Management

Chris Eby Michael Shafirka, Manager, Information Services

Kasey Etreni David Stewart, Supervisor, Purchasing & Inventory Control Greg Johnson Aaron Park, Manager, Housing & Homelessness Programs

Kathleen Lynch Dianne Lampi, Manager, Housing Operations

Elaine Mannisto Dawnette Hoard, Manager, Child Care & Early Years Programs

Jim Moffat Jennifer Lible, Manager, Social Assistance Programs
Dominic Pasqualino Michelle Wojciechowski, Manager, Intake & Eligibility
Tomi Akinyede, Supervisor, Research & Social Policy
Carole Lem, Communications & Engagement Officer

REGRETS: Bindiya Patel, Communications Assistant

Glenda Flank, Recording Secretary

Meghan Chomut Brian Hamilton

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 CEO refer jointly to the Chief Executive Officer of TBDSSAB and Senior Administrator of TBDHC.

BOARD MEETING

DISCLOSURES OF INTEREST

None.

CONFIRMATION OF BOARD MEETING AGENDA

Resolution No. 25/76

Moved by: Elaine Mannisto Seconded by: Albert Aiello

THAT with respect to the agenda for the Board Regular and Closed Session meetings of The District of Thunder Bay Social Services Administration Board for November 20, 2025, we approve the agendas as presented;

AND THAT we approve any additional information and new business.

CARRIED

MINUTES OF PREVIOUS MEETINGS

Board Meetings

Minutes of Meeting No. 15/2025 (Regular Session) and Meeting No. 16/2025 (Closed Session) of TBDSSAB held on October 16, 2025, presented for confirmation.

Resolution No. 25/77

Moved by: Ken Boshcoff

Seconded by: Gordon Cuthbertson

THAT the Minutes of Meeting No. 15/2025 (Regular Session) and Meeting No. 16/2025 (Closed Session) of The District of Thunder Bay Social Services Administration Board, held on October 16, 2025, respectively, be confirmed.

CARRIED

CLOSED SESSION MEETING

Administration recommended that the Board adjourn to a closed meeting relative to receipt of information with respect to security of the property of the Board regarding the confidential attachment to Report No. 2025-41 containing the 2026 Capital Budget Project Financial Summary.

Resolution No. 25/78

Moved by: Jim Moffat

Moved by: Jim Moffat Seconded by: Anne-Marie Bourgeault

THAT the Board adjourns to Closed Session relative to receipt of information with respect to security of the property of the Board regarding the Memorandum from Richard Jagielowicz, Director, Corporate Service providing confidential attachment #3 to Report No. 2025-41 containing the 2026 Capital Budget Project Financial Summary.

CARRIED

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2025 Operating and Capital Budget

Report No. 2025-41 (Corporate Services Division) was presented to the Board providing the proposed 2026 TBDSSAB Operating and Capital Budget.

A presentation was provided by Administration with an overview of the 2026 Proposed Budget. A copy of the presentation was distributed at the meeting.

Ken Ranta, CEO provided information regarding the order of the presentation, presented the general organization, Board and CEO sections of the proposed budget and responded to questions.

Tafadzwa Mukubvu, Manager, Finance provided an overview of the Corporate Services Division section of the budget.

Marty Farough, Manager, Infrastructure and Asset Management provided an overview of the capital budget section of the proposed budget and responded to questions.

Crystal Simeoni, Director, Integrated Social Services Division provided an overview of the Integrated Social Services Division section of the budget.

Michelle Wojciechowski, Manager, Intake & Eligibility provided an overview of the Intake and Eligibility section of the proposed budget and responded to questions.

Jennifer Lible, Manager, Social Assistance Programs provided an overview of the Social Assistance Programs section of the proposed budget and responded to questions.

Dawnette Hoard, Manager, Child Care & Early Years Programs provided an overview of the Child Care & Early Years Programs section of the proposed budget and responded to questions.

Aaron Park, Manager, Housing & Homelessness Programs, provided an overview of the Housing Programs section of the proposed budget.

Dianne Lampi, Manager, Housing Operations provided an overview of the Housing Operations Section of the proposed budget.

Ken Ranta, CEO and Crystal Simeoni, Director, Integrated Social Services provided clarification and responded to questions.

Acknowledgement of TBDSSAB Staff

Memorandum from Brian Hamilton, Board Chair, dated November 5, 2025 was presented to the Board providing a recommendation for acknowledgement of TBDSSAB staff.

Resolution No. 25/79

Moved by: Albert Aiello Seconded by: Kasey Etreni

THAT with respect to the Memorandum dated November 5, 2025 from Brian Hamilton, Board Chair, we, The District of Thunder Bay Social Services Administration Board (TBDSSB or the Board), hereby appreciate the work that the staff of TBDSSAB do;

AND THAT the work you do is impactful, contributing to community wellness and inter-generational healing;

AND THAT the TBDSSAB staff conduct themselves in ways that have consistently earned the confidence of the Board;

AND THAT that the ongoing dedication of TBDSSAB staff contribute to a stronger, healthier district;

AND THAT the TBDSSAB team continuously satisfies and exceeds performance goals set forth by the Board;

AND THAT the ongoing success of this organization is only made possible by the incredible work and achievements of TBDSSAB staff and its commitment to the district.

CARRIED

At 11:13 a.m. Marty Farough, Manager, Infrastructure & Asset Management, Michael Shafirka, Manager, Information Services, David Stewart, Supervisor, Purchasing & Inventory Control, Aaron Park, Manager, Housing & Homelessness Programs, Dianne

Lampi, Manager, Housing Operations, Dawnette Hoard, Manager, Child Care & Early Years Programs, Jennifer Lible, Manager, Social Assistance Programs and Michelle Wojciechowski, Manager, Intake & Eligibility left the meeting.

2025 Third Quarter Financial Report

Report No. 2025-42 (Corporate Services Division), was presented to the Board providing the 2025 Third Quarter Financial Report, projection to year-end and Key Performance Indicators.

Tafadzwa Mukubvu, Manager, Finance provided an overview of the highlights of the report and responded to questions.

At 11:20 a.m. Ken Boshcoff, Board Member left the meeting.

2024-27 Strategic Plan – Third Quarter Update

Report No. 2025-43, (Chief Executive Officer Division) was presented to the Board providing the quarterly update on the 2025 Strategic Plan progress as at September 30, 2025.

Carole Lem, Communications & Engagement Officer provided a brief update regarding the completion of the objectives.

Ken Ranta, CEO provided further information.

Resolution No. 25/80

Moved by: Elaine Mannisto Seconded by: Jim Moffat

THAT with respect to Report No. 2025-43 (Chief Executive Officer Division) we, The District of Thunder Bay Social Services Administration Board, receive the 2024-27 Strategic Plan – 2025 Third Quarter Update as presented.

CARRIED

At 11:22 a.m. Tomi Akinyede, Supervisor, Research & Social Policy joined the meeting.

Minutes of TBDSSAB Board (Regular Session) Meeting No. 17/2025 November 20, 2025 Page 6 of 9

Rural Ontario Municipal Association 2026 Position Papers

Report No. 2025-44, (Chief Executive Officer Division) was presented to the Board providing the ROMA 2026 Position Papers.

Ken Ranta, CEO provided information regarding the development of the ROMA position papers and responded to questions.

A discussion was held regarding attendance at the 2026 ROMA conference. Ken Boshcoff, Jim Moffat and Gordon Cuthbertson confirmed their attendance at ROMA on behalf of their municipality.

Resolution No. 25/81

Moved by: Anne-Marie Bourgeault

Seconded by: Kathleen Lynch

THAT with respect to Report No. 2025-44 (Chief Executive Officer Division) we, The District of Thunder Bay Social Services Administration Board (the Board) approve the 2026 Rural Ontario Municipal Association (ROMA) Position Papers as presented;

AND THAT we direct the Chief Executive Officer (CEO) to send the final delegation package to the appropriate provincial Ministries;

AND THAT a copy of the approved delegation briefings package be sent to Thunder Bay District municipal councils for endorsement;

AND THAT the CEO attend the 2026 ROMA Annual Conference to provide support to the Board Chair and other Board members in their meetings with provincial officials regarding these issues.

CARRIED

TBDSSAB Presentations to Municipal Councils

Memorandum from Kasey Etreni, Board Member, dated October 30, 2025 relative to providing the Board with information and draft policy regarding presentations to Municipal Councils.

Kasey Etreni, Board Member provided an introduction to the memorandum and draft policy and responded to questions.

Ken Ranta, CEO provided further information and responded to questions.

A discussion was held regarding changes to be made to the draft policy presented. On consensus, Administration was directed to circulate the draft policy to all Board Members to provide requested changes to the policy and the item was deferred to the December Board meeting.

Resolution No. 25/82 - Deferred

THAT with respect to the Memorandum dated October 30, 2025 from Kasey Etreni, Board Member, we The District of Thunder Bay Social Services Administration Board, approve the Municipal Presentations policy that provides for presentations to municipal councils within its jurisdiction upon request, as presented;

AND THAT the policy defines scheduling of such presentations be coordinated in advance, with sufficient notice, and in a format agreeable to both parties;

AND THAT we authorize the Chief Executive Officer to make amendments to the policy with respect to housekeeping items, as may be required from time to time

2025 Third Quarter Operational Report

Report No. 2025-45, (Integrated Social Services Division) was presented to the Board providing the trends within TBDSSAB programs and services.

Tomi Akinyede, Supervisor, Research & Social Policy provided a brief overview on the highlights of the report and responded to questions.

At 12:00 p.m. Tomi Akinyede, Supervisor, Research & Social Policy left the meeting.

NEW BUSINESS

None.

CORRESPONDENCE

COCHI – OPHI Investment Plan

Letter from Tanisha Lewis, Director, Housing Programs Branch, Ministry of Municipal Affairs and Housing dated October 16, 2025 was presented to the Board providing information regarding the approved COCHI – OPHI Investment Plan.

Municipality of Shuniah Representation

Municipality of Shuniah Council Resolution dated October 28, 2025 was presented to the Board providing information regarding a change in representation on the Board.

Ken Ranta, CEO provided a brief update regarding the change in representation for the Municipality of Shuniah.

Ministry of Education Funding

Letter from the Honourable Paul Calandra, Minister of Education dated November 10, 2025 was presented to the Board providing information regarding the extension of funding.

BY-LAWS

First and Final Reading

Resolution No. 25/83

Moved by: Dominic Pasqualino

Seconded by: Chris Eby

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

A By-law to authorize the form of Housing Operating Agreement to be executed by The District of Thunder Bay Social Services Administration Board and approved non-profit housing providers for post-mortgage operating agreements.

<u>Explanation:</u> A By-law to authorize the form of Housing Operating Agreement following non-profit housing providers mortgage expiry and repeal By-law No. 04-2023.

Authorization: Board Meeting 2025Nov20.

BY-LAW NUMBER 01-2025

CARRIED

NEXT MEETING

The next meeting of The District of Thunder Bay Social Services Administration Board will be held on December 11, 2025 at 10:00 a.m., in the 3rd Floor Boardroom, TBDSSAB Headquarters, 231 May Street South, Thunder Bay, Ontario and via Microsoft Teams.

ADJOURNMENT

Resolution No. 25/84

Moved by: Jim Moffat

Seconded by: Gordon Cuthbertson

THAT the Board Meeting No. 17/2025 of The District of Thunder Bay Social Services Administration Board, held on November 20, 2025, be adjourned at 12:12 p.m.

Chair	Chief Executive Officer



BOARD MINUTES

MINUTES OF BOARD (CLOSED SESSION) MEETING NO. 18/2025 OF THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD

DATE OF MEETING: November 20, 2025

TIME OF MEETING: 10:04 a.m.

LOCATION OF MEETING: Microsoft Teams & 3rd Floor Boardroom

TBDSSAB Headquarters 231 May Street South Thunder Bay, ON

CHAIR: Jim Vezina

PRESENT: OFFICIALS:

Albert Aiello Ken Ranta, Chief Executive Officer

Ken Boshcoff Crystal Simeoni, Director, Integrated Social Services

Anne-Marie Bourgeault Tafadzwa Mukubvu, Manager, Finance

Gordon Cuthbertson Marty Read, Manager, Infrastructure & Asset Management

Chris Eby Carole Lem, Communications & Engagement Officer

Kasey Etreni Bindiya Patel, Communications Assistant

Greg Johnson Glenda Flank, Recording Secretary Kathleen Lynch

Elaine Mannisto Jim Moffat

Dominic Pasqualino

Jim Vezina

REGRETS:

Meghan Chomut Brian Hamilton

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BOARD MEETING

DISCLOSURES OF INTEREST

None.

REPORTS OF ADMINISTRATION

TBDSSAB Proposed 2026 Operating and Capital Budgets

Memorandum from Richard Jagielowicz, Director, Corporate Services Division dated November 4, 2025 was presented to the Board providing confidential attachment #3 to Report No. 2025-41 setting out the financial details of the 2026 Capital Budget Project Summary.

Tafadzwu Mukubvu, Manager, Finance provided a brief overview of the capital budget project summary and responded to questions.

Marty Read, Manager, Infrastructure & Asset Management responded to questions and provided clarification.

<u>ADJOURNMENT</u>

Resolution No. 25/CS09

Moved by: Dominic Pasqualino

Seconded by: Kasey Etreni

THAT the Board (Closed Session) Meeting No. 18/2025 of The District of Thunder Bay Social Services Administration Board, held on November 20, 2025, be adjourned at 10:10 a.m., to reconvene in Regular Session to consider the remaining agenda items.

CARRIED

Chair	Chief Executive Officer



BOARD REPORT

REPORT No.: 2025-46

MEETING DATE: DECEMBER 11, 2025

SUBJECT: 2026 OPERATING AND CAPITAL BUDGETS

RECOMMENDATION

THAT with respect to Report No. 2025-41 and Report No. 2025-46 (Corporate Services Division), we, The District of Thunder Bay Social Services Administration Board (the Board), approve the proposed 2026 Operating Budget in the amount of \$133,091,900, as presented in Report No. 2025-46;

AND THAT we, the Board, approve the proposed 2026 Capital Budget in the amount of \$2,915,000, as presented in Report No. 2025-41, with up to \$2,720,000 financed from the Housing Portfolio Capital Reserve Fund, and up to \$195,000 financed from the Office Building Capital Reserve Fund;

AND THAT \$228,300 be transferred from Operations to the Office Building Reserve Fund;

AND THAT \$320,000 be transferred from the Early Years Reserve Fund to the Levy Stabilization Reserve Fund;

AND THAT up to \$325,000 for expenditures within the Direct Owned Housing portfolio and \$30,000 for consulting services to finalize the development of the beautification, security, and environmental design study be financed by the Levy Stabilization Reserve Fund;

AND THAT up to \$10,000 of costs related to end of community housing operating agreements be financed from the Community Housing Reserve Fund;

AND THAT \$3,306,400 be transferred from Operations to the Housing Portfolio Capital Reserve Fund, and up to \$1,215,000 for expenditures of a capital nature related to tenant move-out, accessibility modification, and extensive repairs where an insurance claim is not appropriate be financed from the Housing Portfolio Capital Reserve Fund;

AND THAT we approve the reconciliation adjustments for the Budget presentation in the 2026 Audited Financial Statements, as presented in Report No. 2025-46;

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

REPORT SUMMARY

To present The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board) with the proposed 2026 Operating and Capital Budget for the Board's review and approval. The 2026 Operating Budget, as presented (Attachment #1), totals \$133,091,900, an increase of \$411,100, or 0.3% from the 2025 approved total Budget. In addition, \$2,915,000 (2024: \$3,165,000) in capital expenditures have been included for 2026.

The impact to the Municipal and Territory Without Municipal Organization (TWOMO) Levy would be an increase of \$963,000 from \$26,456,100, to \$27,419,100 or a 3.6% increase relative to 2025.

BACKGROUND

The proposed 2026 Operating and Capital Budgets were presented for review and discussion at the November 20, 2025, Board Meeting.

COMMENTS

Operating Budget

As a result of the discussion at the November 20, 2025, Board meeting, no changes were recommended for incorporation into the 2026 Operating Budget. The proposed 2026 Operating Budget totals \$133,091,900 and represents an increase of \$411,100, or 0.3%, from the 2025 approved Budget of \$132,680,800.

The proposed 2026 Operating Budget results in a levy of \$27,419,100, which is an increase of \$963,000 or 3.6%, compared to the Board-approved 2025 Levy.

The proposed 2026 Budget Levy, by program area, is provided in Table 1 below:

Table 1 – Total Change in Proposed Levy by Program Funding Area								
	2025	2026	Increase /	%				
Program	Budget	Proposed	(Decrease)	70 Change				
	Levy (\$)*	Levy (\$)*	(\$)*	Change				
Social Assistance	4,440,800	4,472,200	31,400	0.7%				
Child Care and Early Years	1,372,900	1,371,700	(1,200)	(0.1%)				
Community Housing	21,042,400	21,975,200	932,800	4.4%				
Income Earned on	(400,000)	(400,000)		0.0%				
Unrestricted Funds	(400,000)	(400,000)	1	0.0%				
Total Levy	26,456,100	27,419,100	963,000	3.6%				

^{*}amounts have been rounded to the nearest hundred

The Operating Budget is provided on the same basis that Federal/Provincial funding is provided, where certain accruals for potential future employee entitlements are not considered and are only funded when paid, purchases of capital assets are reported as expenditures in the year purchased rather than amortized over their estimated useful life, and financing from reserve funds are considered in order to determine the annual levy to municipalities and TWOMO.

Key Budget Driver

The largest single factor impacting the 2026 municipal levy to municipalities and TWOMO is the change (decrease) in Federal Block Funding, which accounts for approximately 5.1% which has partially been offset by use of reserve funds to enable administration to present a 3.6% levy increase. The federal funding is offset against the cost of community housing; although debt servicing costs on community housing properties have also decreased with mortgage expiry and the end of Operating Agreements, there is an overall greater decrease in the amount of federal funding, resulting in a direct impact to the levy to municipalities and TWOMO.

Budget Presentation in the 2026 Audited Financial Statements

Table 2 below summarizes the reconciliation adjustments, based on Public Sector Accounting Board (PSAB) standards, to be used in the Budget presentation in the 2026 Audited Financial Statements:

Table 2 – Reconciliation Adjustments for Financial Statements				
Adjustments	2026 Budget (\$)			
Total Operating Expenditures	133,091,900			
Total Operating Financing	(133,091,900)			
Amortization	1,780,200			
Capital additions (net)	(60,000)			
Capital expenditures financed from reserve funds	2,195,000			
Debt	(1,673,500)			
Contributions to reserve funds (net)	(2,384,700)			
Excess Expenditures over Revenues for Financial Statements	577,000			

Capital Budget

The proposed 2026 Capital Budget includes planned expenditures of \$2,915,000 (2025: \$3,165,000), to be financed from the Housing Portfolio Capital Reserve Fund (\$2,720,000), and the Office Building Capital Reserve Fund (\$195,000).

STRATEGIC PLAN IMPACT

This Report relates to the Board's strategic direction of Financial Stewardship, with a focus on ensuring accountability of TBDSSAB resources.

FINANCIAL IMPLICATIONS

The proposed 2026 Operating Budget, as presented, totals \$133,091,900, and includes a Municipal and TWOMO Levy of \$27,419,100.

The proposed 2026 Capital Budget totals \$2,915,000, to be financed from the Housing Portfolio Capital Reserve Fund (\$2,720,000), and the Office Building Reserve Fund (\$195,000).

CONCLUSION

It is concluded that the proposed 2026 Operating Budget of \$133,091,900 and proposed 2026 Capital Budget of \$2,915,000 provide for all mandatory programs and include financing from the Municipal and TWOMO Levy of \$27,491,100.

REFERENCE MATERIALS

Attachment #1 TBDSSAB Operating Budget Summary by Program

PREPARED BY:	Tafadzwa Mukubvu, CPA, Manager, Finance
SIGNATURE	R. Graden
APPROVED BY	Richard Jagielowicz, CPA, CA, CBV, Director, Corporate Services Division
SIGNATURE	AAB
SUBMITTED BY:	Ken Ranta, Chief Executive Officer

		Board		Office of C	Chief Executiv	e Officer
	2024 Bud	2025 Bud	2026 Bud	2024 Bud	2025 Bud	2026 Bud
Financing						
Levy to municipalities and TWOMO	-	-	-	-	-	-
Income on unrestricted funds	-	-	-	-	-	-
Income on restricted funds	-	-	-	-	-	-
Rents	-	-	-	-	-	-
Provincial grants	-	-	-	-	-	-
Federal grants	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-
From (to) reserve funds	-	-	-	22,500	90,000	-
Imputed rent adjustment	-	-	-	-	-	-
Total Financing	-	-	_	22,500	90,000	-
Expenditures Personnel services	54,400	54,400	56,200	1,083,300	1,085,300	1,048,900
Interest on long-term debt	-	-	-	-	-	-
Materials	60,500	67,700	68,100	154,400	157,200	163,600
Contracted services	-	2,500	2,500	90,300	72,300	94,800
Rents and financial expenses	-	-	-	-	-	-
External transfers	-	-	-	-	-	-
Repayment of long-term debt	-	-	-	-	-	-
Program administration recovery	- (444.000)	(404.000)	(400,000)	- (4.205.500)	- (4.004.000)	(4 207 200)
Allocation of internal admin	(114,900)	(124,600)	(126,800)	(1,305,500)	(1,224,800)	(1,307,300)
Imputed rent recovery	-	-	-	-	-	-
Total Expenditures	-	-	-	22,500	90,000	-
Excess (Deficiency) of						
Revenues Over Expenses	-	-	-	-	-	-

	Cor	porate Servic	es		ted Social Sei ogram Suppo	
	2024 Bud	2025 Bud	2026 Bud	2024 Bud	2025 Bud	2026 Bud
Financing						
Levy to municipalities and TWOMO	(400,000)	(400,000)	(400,000)	-	-	-
Income on unrestricted funds	400,000	400,000	400,000	-	-	-
Income on restricted funds	750,000	750,000	750,000	-	-	-
Rents	-	-	-	-	-	-
Provincial grants	-	-	-	-	-	-
Federal grants	-	-	-	-	-	-
Other revenue	3,500	3,500	3,500	-	-	-
From (to) reserve funds	(757,100)	(937,500)	(948,300)	-	-	-
Imputed rent adjustment	(204,900)	(242,700)	(207,200)	-	-	-
Total Financing	(208,500)	(426,700)	(402,000)	-	-	-
Expenditures	0.740.400	0.075.000	0.070.400	0.440.500	0.005.500	
Personnel services	2,718,100	2,875,600	3,076,400	2,413,500	2,605,500	2,672,000
Interest on long-term debt	73,900	65,000	56,200	-	-	-
Materials	1,990,600	1,990,200	2,112,800	64,500	62,200	159,400
Contracted services	151,800	83,800	63,800	-	-	-
Rents and financial expenses	13,500	13,500	13,500	-	-	-
External transfers	-	-	-	-	-	-
Repayment of long-term debt	315,000	326,000	335,000	-	-	-
Program administration recovery	19,800	21,700	21,800	(476,100)	(497,700)	(499,500)
Allocation of internal admin	(4,083,400)	(4,324,000)	(4,603,000)	(2,001,900)	(2,170,000)	(2,331,900)
Imputed rent recovery	(1,407,800)	(1,478,500)	(1,478,500)	-	-	-
Total Expenditures	(208,500)	(426,700)	(402,000)	-	-	-
Excess (deficiency) of						
Revenues over expenses	-	-	-	-	-	-

	Social Assistance			Child Care and Early Years Programs		
	2024 Bud	2025 Bud	2026 Bud	2024 Bud	2025 Bud	2026 Bud
Financing						
Levy to municipalities and TWOMO	3,676,500	4,440,800	4,472,200	1,283,900	1,372,900	1,371,700
Income on unrestricted funds	-	-	-	-	-	-
Income on restricted funds	-	-	-	-	-	-
Rents	-	-	-	-	-	-
Provincial grants	30,889,500	30,121,100	29,790,900	15,517,300	10,796,100	19,604,300
Federal grants	-	-	-	11,495,600	29,268,600	21,602,500
Other revenue	-	-	-	-	-	-
From (to) reserve funds	-	-	-	50,000	-	320,000
Imputed rent adjustment	141,400	187,000	140,800	10,200	12,100	10,400
Total Financing	34,707,400	34,748,900	34,403,900	28,357,000	41,449,700	42,908,900
Expenditures Personnel services	3,977,000	3,911,400	3,871,500	442,300	465,000	484,700
Interest on long-term debt	-	-	-	-	-	_
Materials	484,600	366,200	426,000	50,800	56,000	57,000
Contracted services	5,000	5,000	5,000	4,700	4,700	4,700
Rents and financial expenses	107,200	107,200	107,200	, -	, -	, <u>-</u>
External transfers	25,205,000	24,067,500	23,760,300	27,059,300	39,978,300	41,361,600
Repayment of long-term debt	-	-	-	-	-	-
Program administration recovery	156,200	73,300	73,500	-	-	-
Allocation of internal admin	3,801,000	5,079,900	5,155,000	729,500	871,800	927,000
Imputed rent recovery	971,400	1,138,400	1,005,400	70,400	73,900	73,900
Total Expenditures	34,707,400	34,748,900	34,403,900	28,357,000	41,449,700	42,908,900
Excess (deficiency) of						
Revenues over expenses	-	-	-	-	-	-

	Community Housing and Homelessness Programs			Total		
	2024 Bud	2025 Bud	2026 Bud	2024 Bud	2025 Bud	2026 Bud
Financing						
Levy to municipalities and TWOMO	20,672,600	21,042,400	21,975,200	25,233,000	26,456,100	27,419,100
Income on unrestricted funds	-	-	-	400,000	400,000	400,000
Income on restricted funds	-	-	-	750,000	750,000	750,000
Rents	11,535,500	11,762,600	12,163,200	11,535,500	11,762,600	12,163,200
Provincial grants	17,594,900	17,336,900	17,102,100	64,001,700	58,254,100	66,497,300
Federal grants	9,848,200	7,470,500	6,394,400	21,343,800	36,739,100	27,996,900
Other revenue	354,300	242,100	246,600	357,800	245,600	250,100
From (to) reserve funds	(2,190,100)	(1,079,200)	(1,756,400)	(2,874,700)	(1,926,700)	(2,384,700)
Imputed rent adjustment	53,300	43,600	56,000	-	-	-
Total Financing	57,868,700	56,818,900	56,181,100	120,747,100	132,680,800	133,091,900
Expenditures						
Expenditures						
Personnel services	4,521,400	5,001,700	5,171,400	15,210,000	15,998,900	16,381,100
Interest on long-term debt	100,000	59,500	27,500	173,900	124,500	83,700
Materials	19,945,300	21,631,300	21,570,200	22,750,700	24,330,800	24,557,100
Contracted services	20,000	70,000	20,000	271,800	238,300	190,800
Rents and financial expenses	9,600	9,600	9,600	130,300	130,300	130,300
External transfers	27,803,300	25,894,700	25,036,200	80,067,600	89,940,500	90,158,100
Repayment of long-term debt	1,827,800	1,591,500	1,255,800	2,142,800	1,917,500	1,590,800
Program administration recovery	300,100	402,700	404,200	-	-	-
Allocation of internal admin	2,975,200	1,891,700	2,287,000	-	-	-
Imputed rent recovery	366,000	266,200	399,200	-	-	-
Total Expenditures	57,868,700	56,818,900	56,181,100	120,747,100	132,680,800	133,091,900
Excess (deficiency) of						
Revenues over expenses	-	-	-	-	-	-

BOARD REPORT

REPORT No.: 2025-47

MEETING DATE: DECEMBER 11, 2025

SUBJECT: NIPIGON DIRECT-OWNED HOUSING PROPERTY OPTIONS UPDATE

RECOMMENDATION

For information only.

REPORT SUMMARY

To provide The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board) with an updated report for the direct-owned properties in Nipigon, Ontario that are currently vacant and undeveloped.

BACKGROUND

At the September 18, 2025 Board meeting, the Board received Report No.: 2025-25 outlining recommendations related to three vacant properties in Nipigon. Administration recommended engaging consultants to establish design drawings to develop the 170 Wadsworth property with a triplex containing three one-bedroom units that are fully accessible, along with a Class B cost estimate. Further, a recommendation to list the remaining two vacant properties for sale was put forward. An updated report to the Board was to be provided at the December 2025 meeting.

COMMENTS

A preliminary design for 170 Wadsworth has been created by Administration, to fit a triplex development to the property. An external firm has been engaged to establish a complete building permit drawing package. Once this is complete, a Class B cost estimate will be secured to enable a full package to be presented to the Board for consideration at a future meeting.

As directed by the Board, Administration listed the vacant properties at 168 Wadsworth and 167 Greenmantle for sale. This did not result in offers meeting the approved threshold, as a result these properties will be retained in the TBDSSAB portfolio for future consideration.

STRATEGIC PLAN IMPACT

This report supports the previous TBDSSAB Strategic Plan vision of establishing flexible, inclusive services through the provision of relevant diverse housing support, and the current TBDSSAB Strategic Plan visions of humanizing human services and providing safe, affordable, agency-supported housing.

FINANCIAL IMPLICATIONS

There are no immediate financial implications related to this report. The financial implications will be presented to the Board in a subsequent report.

CONCLUSION

It is concluded that Administration will continue to engage with the development plans for a triplex containing three one-bedroom units that are fully accessible on the 170 Wadsworth Street property. The completed plan, along with a Class B cost estimate, will be presented to the Board at a future meeting.

REFERENCE MATERIALS

None

PREPARED BY:	Marty Read, Manager, Infrastructure & Asset Management
SIGNATURE	Z. fogualan j
APPROVED BY	Richard Jagielowicz, CPA, CA, CBV, Director, Corporate Services
SIGNATURE	AB-
SUBMITTED BY:	Ken Ranta, Chief Executive Officer

BOARD REPORT

REPORT No.: 2025-48

MEETING DATE: DECEMBER 11, 2025

SUBJECT: CHILD CARE CAPITAL AGREEMENT

RECOMMENDATION

THAT with respect to Report No. 2025-48 (Corporate Services Division), we The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the new Child Care Capital Agreement template for the Child Care and Early Years program.

AND THAT we authorize the Chief Executive Officer to make amendments to this Agreement template with respect to housekeeping items, as may be required from time to time:

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

REPORT SUMMARY

To present the Child Care Capital Agreement template for The District of Thunder Bay Social Services Administration Board's (TBDSSAB or the Board) approval to establish capital agreements with child care centres.

BACKGROUND

In February 2025, Ontario and Canada finalized the 2024-2025 Early Learning & Child Care Infrastructure (ELCC) Fund Action Plan. Ontario is now providing CMSMs/DSSABs with funding to begin implementation.

The ELCC Infrastructure Fund supports infrastructure projects with a goal of increasing inclusion in child care for underserved communities through the creation of new, licensed child care spaces. The ELCC Infrastructure Fund supports not-for-profit licensed child care centres in alignment with Ontario's Access and Inclusion Framework and will complement the Start-up Grant program. The ELCC Infrastructure Fund envelope of about \$135.1 million for 2025 was distributed to CMSMs/DSSABs as follows:

Base Allocation: \$70.5 million distributed equally across all CMSMs/DSSABs (a flat amount of \$1,500,000 per CMSM/DSSAB).

Proportional Allocation: \$64.6 million distributed proportionally based on each CMSM's/DSSAB's share of the revised 2025 and 2026 community-based child care space targets.

A total allocation of \$1,822,802 was made to TBDSSAB and is 100% federally funded. Administration moved to the Expression of Interest process to gain project details and viability for completion by the end of 2026. Projects have now been selected and are moving to the agreement stage. The administration of capital child care projects is new and the need for the agreement was required. The agreement was created by administration and reviewed by TBDSSAB's external legal counsel. All agreements must be signed with proponents before the end of 2025.

COMMENTS

Administration has developed a draft Child Care Capital Agreement template using the information provided by the ELCC Infrastructure Fund and incorporated those items with the components included as standard items within the other TBDSSAB Capital Agreement templates. This new Child Care Capital Agreement package was reviewed by TBDSSAB's external legal counsel.

The Child Care Capital Agreement template, provided in Attachment #1, will form ongoing agreements between TBDSSAB and approved child care providers to ensure the long-term sustainability of Child Care services across the District of Thunder Bay.

STRATEGIC PLAN IMPACT

This Report relates to the Board's strategic direction of Financial Stewardship, with a focus on ensuring accountability of TBDSSAB resources.

FINANCIAL IMPLICATIONS

There are no financial implications to the TBDSSAB through this report.

CONCLUSION

It is concluded that the Child Care Capital Agreement template should be approved as presented.

REFERENCE MATERIALS

Attachment #1 Child Care Capital Agreement Template

PREPARED BY:	Dawnette Hoard, Manager, Child Care and Early Years Programs Tafadzwa Mukubvu, CPA, Manager, Finance		
SIGNATURE	Sitte Llyndon		
APPROVED BY	Crystal Simeoni, Director, Integrated Social Services Richard Jagielowicz, CPA, CA, CBV, Director, Corporate Services Division		
SIGNATURE			
SUBMITTED BY:	Ken Ranta, Chief Executive Officer		

Attachment #1 Report No. 2025-48



CHILD CARE CAPITAL AGREEMENT

Schedule "A" to TBDSSAB By-Law Number 03-2025

THIS AGREEMENT is made in duplicate this

day of

, 20XX.

BETWEEN:

THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD

(hereinafter referred to as "TBDSSAB")

and

«CHILD_CARE_CENTRE»

(hereinafter referred to as the "Service Provider")

(each, a "Party", and collectively, the "Parties").

WHEREAS TBDSSAB has been designated a delivery agent pursuant to the *Child Care* and Early Years Act, 2014, and the regulations thereunder, and having had transferred to it thereunder the responsibility of administering the prescribed child care and early years services, has authority to enter into an agreement with the Service Provider for the purpose of creating new licensed child care spaces ("**Project**") through the Start-up Grant and the Canada-Ontario Early Learning and Child Care Infrastructure Fund;

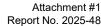
AND WHEREAS the Service Provider qualified for specific funding pursuant to the *Child Care and Early Years Act, 2014,* the regulations thereunder and has agreed to execute the Child Care Capital Agreement (the Agreement) as set out in the Schedules attached hereto;

NOW THEREFORE the Agreement witnesses that in consideration of the covenants contained herein, the Parties hereto undertake and agree as follows:

1. **DEFINITIONS**

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- (a) "AODA" means the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 Chapter 11.
- (b) "Agreement" means this agreement, including all Schedules, exhibits, appendices and documents attached hereto.
- (c) "Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with Funds;
- (d) "Asset Disposal Period" means the period commencing on the Effective Date and ending seven (7) years after the opening of the new child care spaces arising from this Project;
- (e) "Canada Pension Plan" means the Canada Pension Plan, R.S.C. 1985, c. C-8, as may be amended from time to time and all regulations thereunder.
- (f) "CWELCC" or "Program" means the Canada-Wide Early Learning and Child Care System for early years.
- (g) "Child Care and Early Years Act" means the Child Care and Early Years Act, 2014, (CCEYA), S.O. 2014, c. 11, Sched. 1, as may be amended from time to time and all regulations thereunder.
- (h) "Default" means the occurrence of any one or more of the following events:
 - (i) the Service Provider fails to observe or perform any of its obligations under this Agreement and such failure is not cured within ten (10) days after receipt of written notice of such failure from TBDSSAB, except where: a different cure period is expressly provided in this Agreement; or the relevant breach is stated in this Agreement to be incapable of cure or to constitute an immediate Default;

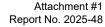




CHILD CARE CAPITAL AGREEMENT

Schedule "A" to TBDSSAB By-Law Number 03-2025

- (ii) any representation, warranty, information or factual matter made or provided by the Service Provider in or in connection with this Agreement or any application or supporting materials incorporated by reference into this Agreement is or becomes untrue, inaccurate or misleading in any material respect, and, if capable of cure, is not corrected within ten (10) days after receipt of written notice from TBDSSAB;
- (iii) the Service Provider becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a receiver, receiver and manager or trustee in bankruptcy is appointed over any of its property, or a voluntary or involuntary petition in bankruptcy, proposal, notice of intention to make a proposal, or any similar proceeding under applicable bankruptcy or insolvency law is filed concerning the Service Provider and is not dismissed or stayed within thirty (30) days;
- (iv) the Service Provider fails to complete the Project in a diligent and timely manner on or before the Project Completion Date, or fails to achieve any material milestone identified in the Schedules, and, after written notice from TBDSSAB requiring remedial measures within a specified period, TBDSSAB determines acting reasonably that the measures proposed or implemented are not adequate to remedy the situation;
- (v) the Service Provider uses, commits or applies any Funds for any purpose other than an eligible expense, or otherwise in a manner that is contrary to this Agreement, any Schedule, or any direction given by TBDSSAB, in each case whether or not any such use is subsequently reversed, unless the Service Provider demonstrates, to TBDSSAB's satisfaction, that the departure was an error in good faith;
- (vi) the Service Provider sells, transfers, assigns, leases, licenses, mortgages, charges, pledges, grants any security interest in, changes the use of, or otherwise disposes of any Asset, or any estate or interest in land required for the Project, in each case contrary to this Agreement or without TBDSSAB's prior written consent;
- (vii) the Service Provider fails to obtain, maintain or renew any licence, permit, approval, authorization, or certification required by law or under this Agreement for the purposes of the Project, including any licence required under the *Child Care and Early Years Act, 2014*, in each case where such failure could reasonably be expected to adversely affect the Project or the ongoing operation of the new child care spaces;
- (viii) the Service Provider fails to maintain in full force and effect any insurance required under this Agreement, fails to provide satisfactory evidence of such insurance upon request, or does or omits to do anything that causes any such insurance to be cancelled, rescinded or subject to a material qualification, and such failure is not remedied within five (5) days after written notice from TBDSSAB;
- (ix) the Service Provider fails to submit any Report, financial submission or other information required under this Agreement within the applicable time period, and such failure continues for thirty (30) days after the applicable filing deadline or such other period as may be specified by TBDSSAB, or the Service Provider repeatedly submits incomplete or materially deficient Reports despite written notice from TBDSSAB;
- (x) a Privacy Breach (as defined in this Agreement) that is material in the circumstances, or repeated Privacy Breaches, occur and the Service Provider fails to comply with its obligations to notify, investigate, mitigate and remediate in accordance with this Agreement, or such Privacy Breaches indicate a pattern of non-compliance with applicable privacy law; or
- (xi) any other event, circumstance or breach that is expressly stated in this Agreement to constitute a Default or an event of Default.





CHILD CARE CAPITAL AGREEMENT

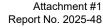
Schedule "A" to TBDSSAB By-Law Number 03-2025

- (i) "ELCC Infrastructure Funding Agreement" means the funding agreement between TBDSSAB and the Government of Canada and Province of Ontario under which funding is provided to TBDSSAB for the Project, in accordance with the Canada-Ontario Early Learning and Child Care Infrastructure Fund.
- (j) "Employment Insurance Act" means the Employment Insurance Act, S.C. 1996, c.23, as may be amended from time to time and all regulations thereunder.
- (k) "**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. F.11, as may be amended from time to time and all regulations thereunder.
- (I) "Funds" has the meaning set out in Section 5 of this Agreement.
- (m) "**Income Tax Act**" means the *Income Tax Act*, R.S.O. 1990, c. I.2, as may be amended from time to time and all regulations thereunder.
- (n) "**MFIPPA**" means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as may be amended from time to time and all regulations thereunder.
- (o) "Occupational Health and Safety Act" means the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as may be amended from time to time and all regulations thereunder.
- (p) "Regulations" means all regulations made under the Child Care and Early Years Act, including O.Reg. 137/15, O.Reg. 13/18, O. Reg. 138/15 (which includes program-related requirements for centre-based and home child care programs that align with the "How Does Learning Happen?" document (as set out in: https://files.ontario.ca/edu-how-does-learning-happen-en-2021-03-23.pdf)), and O. Reg. 138/15 (which outlines the framework for funding, cost sharing, and financial assistance for child care and early years programs in Ontario).
- (q) "PIPEDA" means the Personal Information Protection and Electronic Documents Act, S.C. 2000 c. 5, as may be amended from time to time and all regulations thereunder.
- (r) "**Project**" means the functions and services to be completed in accordance with the Project Description attached as Schedule 1 Project Description hereto.
- (s) "Project Completion Date" means the date at which all activities of the Project funded in connection with this Agreement have been completed and which must be no later than [insert date];
- (t) "Reports" means any record or report the Service Provider is required to submit to TBDSSAB under this Agreement.
- (u) "Representatives" means the affiliates of a Party and their respective shareholders, directors, officers, employees, consultants, advisers, agents, volunteers, and other representatives.
- (v) "Schedules" means all Schedules attached hereto, which shall form part of this Agreement.

2. GOVERNANCE

The Service Provider represents, warrants and covenants that it has, shall maintain in writing, and comply with, during the Term, the following:

- (a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available;
- (b) policy on conflict of interest for all persons at all levels of the Service Provider;
- (c) a policy on access for all persons in accordance with the AODA;
- (d) procedures to ensure the ongoing effective functioning of the Service Provider;
- (e) decision-making mechanisms for the Service Provider;





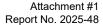
CHILD CARE CAPITAL AGREEMENT

Schedule "A" to TBDSSAB By-Law Number 03-2025

- (f) procedures to enable the Service Provider to manage the Funds prudently and effectively;
- (g) procedures to enable the Service Provider to complete the Project successfully;
- (h) procedures to enable the Service Provider, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (i) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement;
- (j) procedures to enable the Service Provider to deal with such other matters as it or TBDSSAB deems necessary to ensure that the Service Provider carries out its obligations in accordance with this Agreement; and
- (k) the Service Provider shall promptly provide TBDSSAB, upon TBDSSAB's request, with all policies, procedures, and supporting documentation the Service Provider has and maintains under this Section 2. The Service Provider will change, update and amend such policies, procedures, and supporting documentation as requested by TBDSSAB.

3. PROJECT

- (a) The Service Provider shall execute the Project in accordance with the Project Description attached hereto as Schedule 1, and shall comply with all terms and conditions of Schedule 1.
- (b) The Parties acknowledge that although the description of the Project as set out in Schedule 1 is specific in nature, TBDSSAB shall, at all times, have the right to specify:
 - (i) the precise requirements that the Service Provider is to perform pursuant to this Agreement;
 - (ii) the method of provision of the requirements;
 - (iii) the Service Provider staff that will execute the requirements; and
 - (iv) any other matter as may be required by TBDSSAB to ensure that the requirements are provided in accordance with the general intent, requirements, and spirit of the Project.
- (c) The Service Provider shall co-operate with all other service providers of the Project, if any, as determined by TBDSSAB.
- (d) The Service Provider shall ensure compliance in accordance with the AODA.
- (e) During the Term, the Service Provider shall:
 - (i) complete the Project in a diligent and timely manner on or before the Project Completion Date, and in accordance with any milestones set out in the Schedules or otherwise communicated in writing by TBDSSAB to the Service Provider;
 - (ii) except as set out explicitly in this Agreement, be responsible for all costs and expenses related to the Project, including any cost overruns;
 - (iii) inform TBDSSAB promptly of any additional financial assistance received, expected or due for the Project;
 - (iv) repay to TBDSSAB any payment received for any overpayments made under and according to the terms of this Agreement;
 - (v) ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period;
 - (vi) obtain, and maintain for the Asset Disposal Period, all rights to or all interests in all land necessary to design, construct and complete the Project, if any, and ensure that any such rights or interests that are required to be registered under the applicable land registry system are so registered and in good standing; and





Schedule "A" to TBDSSAB By-Law Number 03-2025

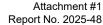
- (vii) inform TBDSSAB immediately of anything that could compromise the Project, in whole or in part.
- (f) To facilitate the progress of the Project, each Party shall cooperate, in good faith, with the other Party, its Representatives, and governmental authorities. The Service Provider acknowledges that TBDSSAB is subject to the ELCC Infrastructure Funding Agreement, the Regulations, the Ontario Child Care and Early Years Funding Guidelines and applicable law, and the Service Provider agrees to fully cooperate with TBDSSAB and will at all times act in a manner that will enable TBDSSAB to comply with all the above.
- (g) If, at any time during the Term, a Party determines it will not be possible to complete the Project for any reason, such Party shall immediately notify the other Party and TBDSSAB may suspend its funding obligation. Service Provider shall, within fifteen (15) business days of a request from TBDSSAB, provide a summary of the measures it proposes to remedy the situation. If TBDSSAB is not satisfied that the measures proposed will be adequate to remedy the situation, then it will be considered an event of Default.

4. TERM

This Agreement shall be in force from January 1, 20XX, (the "Effective Date") to December 31, 20XX, and until it is superseded or replaced by a subsequent agreement or terminated by either Party in accordance with this Agreement ("Term"). The Parties may renew this Agreement on such terms and for such period as the Parties may agree in writing.

5. PAYMENT FOR PROJECT

- (a) Subject to the terms and conditions of this Agreement, TBDSSAB shall pay funds up to the maximum amount set forth in the approved Budget Schedule, attached hereto as Schedule 2 Budget Schedule, ("Funds") to the Service Provider solely for Service Provider's eligible expenses (as set out in Schedule 1) in connection with the Project. TBDSSAB reserves the right to determine the amounts, times and manner of such payment. Unless otherwise agreed by the Parties in writing, the Service Provider acknowledges and agrees that the Funds shall not be used for any expenses incurred prior to the Effective Date.
- (b) At TBDSSAB's discretion and if applicable, TBDSSAB may determine that the distribution of Funds to the Service Provider is conditional upon TBDSSAB's receipt of a valid floor plan approval letter issued by the Ministry of Education's Child Care Branch.
- (c) Notwithstanding any other provision of this Agreement, Service Provider acknowledges and agrees that TBDSSAB's obligation to pay any Funds is expressly conditional upon TBDSSAB first receiving payment under the ELCC Infrastructure Funding Agreement. Service Provider shall have no right to receive, and TBDSSAB shall have no obligation to make, any payment under this Agreement unless and until TBDSSAB has received corresponding payment under the ELCC Infrastructure Funding Agreement. The Parties agree that TBDSSAB shall not be liable to Service Provider for any unpaid amounts to the extent such amounts are not received by TBDSSAB under the ELCC Infrastructure Funding Agreement. TBDSSAB may reduce the amount of any Funds to be transferred to the Service Provider at any time in response to a reduction of funding levels received by TBDSSAB under the ELCC Infrastructure Funding Agreement. TBDSSAB will promptly advise the Service Provider of any such reduction upon becoming aware.
- (d) Subject to the terms and conditions of this Agreement, TBDSSAB shall deposit the Funds into an account designated by the Service Provider provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Provider.
- (e) Where the Service Provider has failed to claim for eligible expenses for which it is entitled to receive payment, a corrected claim must be received by TBDSSAB within ninety (90) days of payment by TBDSSAB of the account from which the item was omitted or incorrectly stated, in default of which, the Service Provider shall have no right to claim for such item.





Schedule "A" to TBDSSAB By-Law Number 03-2025

- (f) Notwithstanding section 5(e), where the Service Provider has failed to claim for any eligible expenses for which it is entitled to receive payment within the fourth quarter, any adjustments to annual reconciliation Reports must be made within ten (10) calendar days of the date on which the reconciliation Report was due, in default of which, the Service Provider shall have no right to claim for such item.
- (g) TBDSSAB may set off any amounts owed by the Service Provider to TBDSSAB against any amounts payable by TBDSSAB to the Service Provider. TBDSSAB may, in its sole discretion, withhold the payment of any Funds if the Service Provider breaches any term or condition of this Agreement.
- (h) In the event the Service Provider does not achieve the Project objectives, or spend monies advanced by TBDSSAB for the Project, the Service Provider shall refund such amounts as may be determined by TBDSSAB from time to time.
- (i) The Service Provider acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Provider, less any costs (including taxes) for which the Service Provider has received, will receive, or is eligible to receive, a rebate, credit or refund.
- (j) If payments made to the Service Provider under this Agreement exceed the amounts to which Service Provider is entitled, or if there are unaccounted expenditures or surplus amounts, Service Provider shall promptly repay such excess to TBDSSAB. Any such amount that is not repaid shall constitute a debt owing to TBDSSAB, and TBDSSAB may recover it by deducting an equivalent amount from any future Funds payments payable to Service Provider.
- (k) Without limitation to TBDSSAB's termination rights under this Agreement, if the Service Provider withdraws from CWELCC or ceases its operations for any reason during the Term, the Service Provider shall promptly (in any event within 30 days) return all Funds it received from TBDSSAB.

6. ACKNOWLEDGEMENT OF FUNDING SUPPORT

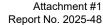
- (a) To recognize and acknowledge the financial support provided, the Service Provider will only communicate information to the public (e.g., via media release, social media posting, etc.) about the Project as requested or otherwise approved by TBDSSAB. For clarity, the Service Provider will acknowledge the financial support of TBDSSAB, in a form and manner satisfactory to TBDSSAB and shall otherwise inform, involve, co-operate, and obtain prior written approval of TBDSSAB with respect to any public communications concerning the Project or TBDSSAB.
- (b) TBDSSAB will consider requests for exemptions from the obligations of this section if the requirements constitute undue hardship for the organization.

7. TBDSSAB INSPECTION AND CONSULTATION

- (a) The Service Provider shall permit TBDSSAB and its Representatives to enter at reasonable times any premises used by the Service Provider in connection with the Project and the retention of Records pursuant to this Agreement to:
 - (i) observe and evaluate the Project; and
 - (ii) inspect, take and retain copies of all Records relating to the Project.
- (b) The Service Provider agrees that all its Representatives that is involved with, or otherwise contributes to or participates in the Project or the performance of this Agreement shall, upon reasonable request, be available for consultation with TBDSSAB as may be required by TBDSSAB.

8. PROJECT RECORDS AND REPORTS

(a) The Service Provider shall maintain, at its own expense, complete and accurate books, information, databases, reports, books, registers, documents, vouchers, records and books of account (collectively, "Records") of all financial, service and other activities related to the Project, including contracts, invoices, receipts, statements, vouchers and supporting documents related to the Project and this Agreement.





Schedule "A" to TBDSSAB By-Law Number 03-2025

- (b) The Service Provider shall provide TBDSSAB quarterly year-to-date Reports, not later than 21 days after the end of each quarter, which outline the actual and projected expenditures and revenues, as well as specific service data information. It shall forward to TBDSSAB any other statistical data which TBDSSAB may request, including as identified in Schedule 3 – Reporting Requirements, and Schedule 4 – ELCC Infrastructure Quarterly Reporting.
- (c) The Service Provider shall prepare and submit a comprehensive annual Report respecting the Project.
- (d) The Service Provider shall provide further information and Reports, to be in such form as TBDSSAB may require from time to time.
- (e) The Service Provider shall ensure that all Report submissions are signed on behalf of the Service Provider by an authorized signing officer.
- (f) In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any Records related to the Project under this Agreement without the consent of TBDSSAB. The Service Provider may, with the consent of TBDSSAB, satisfy this requirement by delivering the possession of the relevant Records to TBDSSAB.

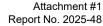
9. FINANCIAL RECORDS AND REPORTS

- (a) The Service Provider shall maintain, at its own expense, all Records respecting the Project provided pursuant to this Agreement and shall allow TBDSSAB, or such other persons as may be appointed by TBDSSAB, to inspect and audit such Records at all reasonable times both during the Term and subsequent to any expiration or termination of this Agreement.
- (b) The Service Provider shall, unless otherwise stated in writing by TBDSSAB, submit to TBDSSAB an audited financial statement and reconciliation Report with respect to its performance of the Project pursuant to the Agreement within four (4) months of the Service Provider's fiscal year end. The cost of preparing the statement and report shall be borne by the Service Provider.
- (c) The Service Provider shall prepare and submit annually, and at any other time upon request, a financial Report in such form containing such information as TBDSSAB may require.
- (d) The Service Provider shall adhere to any additional financial reporting requirements specified in the Budget Schedule (Schedule 2) attached hereto.
- (e) The Service Provider shall comply with the financial reporting requirements as attached hereto as Schedule 3 Reporting Requirements.
- (f) The Service Provider shall retain the Records for a minimum period of at least seven (7) years from the end of the fiscal period to which they relate and for such additional period as TBDSSAB may require as they may relate to specific matters, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7) year period by delivering the possession of the Records to TBDSSAB.
- (g) The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures. The Service Provider shall comply with any TBDSSAB direction on the treatment of revenues and expenditures as determined from time to time by TBDSSAB.
- (h) Where Service Provider files financial submissions after the filing deadline, TBDSSAB will take action, per Section 10, below, until the submission has been received to the satisfaction of TBDSSAB.

10. LATE FILING OF PROGRAM AND/OR FINANCIAL REPORTS

Without limitation to any of TBDSSAB's other rights or remedies in this Agreement:

- (a) If any Report or other submission as required under this Agreement is not received by TBDSSAB by the applicable filing deadline, TBDSSAB will inform the Service Provider that such Report or submission is overdue;
- (b) After 30 days past the applicable filing deadline, cash flow advances will be withheld;





CHILD CARE CAPITAL AGREEMENT Schedule "A" to TBDSSAB By-Law Number 03-2025

- (c) Upon submission of such Reports and submissions to TBDSSAB's satisfaction, TBDSSAB will revert to the Agreement payment schedule.
 - (d) In addition to any other rights or remedies available to TBDSSAB, if:
 - (i) the Service Provider fails to submit any Report or other submission required under this Agreement within thirty (30) days after the applicable filing deadline and such failure is not remedied to the satisfaction of TBDSSAB following written notice; or
 - (ii) the Service Provider, in any funding year, fails on two (2) or more occasions to submit any Report or other submission required under this Agreement by the applicable filing deadline, or submits materially incomplete or inaccurate Reports and fails to correct such deficiencies within ten (10) days after written notice from TBDSSAB,

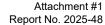
then such failure shall constitute a Default.

11. QUALITY ASSURANCE AND REPRESENTATIONS AND WARRANTIES

- (a) The Service Provider will work in collaboration with the TBDSSAB to ensure the alignment of practices of 'How Does Learning Happen?' (as set out in: https://files.ontario.ca/edu-how-does-learning-happen-en-2021-03-23.pdf), The Child Care and Early Years Act, the CWELCC (as applicable), and the College of Early Childhood Educators Code of Ethics and Standards of Practice as well as any other reporting requirements as designated or created by TBDSSAB.
- (b) Throughout the Term, the Service Provider represents, warrants and covenants that:
 - it shall only use the Funds for the eligible expenses as set out in Schedule 1 for the sole purpose of the Project, and it shall not use the Funds for any expenses that is:
 (1) an ineligible expense as set out in Schedule 1; or (2) determined by TBDSSAB to be an ineligible expense in TBDSSAB's sole discretion;
 - (ii) no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public, and Service Provider will promptly inform TBDSSAB if it becomes aware of the any such situation;
 - (iii) it shall obtain all necessary rights, interests, permits, licenses, approvals, registrations, letters of community support and any other authorizations required in connection with the Project, including the licenses and certifications set out in Section 23 of this Agreement;
 - (iv) it shall, and shall cause its Representatives to, comply with the terms of this Agreement and all applicable laws and regulations in the performance of the Project and this Agreement;
 - (v) all information and factual matters contained in any Application Materials (defined at Section 22(a) of this Agreement), submitted by the Service Provider are true and accurate in all material respects;
 - (vi) it complies with all eligibility requirements set out in Schedule 1 during the Term;
 - (vii) all information submitted to TBDSSAB as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment; and
 - (viii) it shall obtain the necessary authorizations, as needed, for the implementation of the Project from third parties who may own any intellectual property or other rights in respect of the Project.

12. RETENTION OF RECORDS

(a) In addition to the requirements of Section 8 and Section 9 hereof, the Service Provider shall not dispose of any Records related to the Project for a period of seven (7) years from the end of the fiscal year during which they were prepared or received without the prior written consent of TBDSSAB, which may be given subject to such terms and conditions as TBDSSAB deems advisable.





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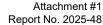
(b) Notwithstanding section 12(a) hereof, the Service Provider shall retain any such Records for such additional period as TBDSSAB may reasonably require in special circumstances, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7) year period by delivering possession of the relevant Records to TBDSSAB.

13. ACQUISITION OF GOODS OR SERVICES AND DISPOSAL OF ASSETS

- (a) If the Service Provider acquires any Assets with the Funds, it shall do so through a process that promotes best value for money and is consistent with public procurement best practices and the Service Provider's procurement policy, as approved by its governing body. All Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project shall be the responsibility of, and shall remain the property of, the Service Provider, subject to the terms of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Service Provider shall preserve, maintain, protect and use the Assets solely for the purposes of the Project and in accordance with this Agreement during the Asset Disposal Period. The Service Provider shall ensure that the Assets, and any related land rights, are operated, maintained and repaired in accordance with appropriate standards during the Asset Disposal Period.
- (c) The Service Provider shall not, without the prior written consent of TBDSSAB, which may be withheld in TBDSSAB's sole discretion or granted subject to such terms and conditions as TBDSSAB may deem advisable:
 - (i) sell, transfer, assign, lease, license, lend or otherwise dispose of any Asset or any estate or interest in any land required for the Project;
 - (ii) change the use of any Asset or any such land; or
 - (iii) mortgage, charge, pledge, grant a security interest in, or otherwise encumber any Asset or any such land or any right or interest therein, including by way of any financing or refinancing arrangement.
- (d) The Service Provider acknowledges and agrees that the Assets may or may not be specifically listed in a Schedule attached to this Agreement, and that any Asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with Funds shall be subject to this section whether or not so listed.
- (e) Unless otherwise agreed in writing by TBDSSAB, upon any alternate use, disposal, transfer, encumbrance or change of use of an Asset during the Asset Disposal Period, the Service Provider shall reimburse TBDSSAB, at TBDSSAB's discretion, in whole or in part, an amount not to exceed the amount of the Funds used for the Asset, as determined by TBDSSAB acting reasonably.
- (f) The Service Provider acknowledges that TBDSSAB may, at its option and at any time, register or cause to be registered such security documents, notices or other instruments as TBDSSAB considers advisable in order to secure the performance of the Service Provider's obligations under this Agreement in respect of the Assets, including any obligations to reimburse Funds. The Service Provider shall execute and deliver all documents and do all acts and things reasonably required by TBDSSAB in connection with any such registrations.
- (g) Any breach of this section shall constitute a Default.

14. CONFLICT OF INTEREST

- (a) The Service Provider shall ensure there is no actual, potential or perceived conflict of interest in carrying out this Agreement, the Project and when using the Funds. A violation of this Section 14 shall be considered a Default under this Agreement.
- (b) For the purposes of this Agreement, a conflict of interest includes any circumstances where:
 - (i) the Service Provider; or





Schedule "A" to TBDSSAB By-Law Number 03-2025

(ii) any person who has the capacity to influence the Service Provider's decisions, has outside commitments, relationships or financial interests that could or could be seen to interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Project, the use of Funds, or both.

(c) The Service Provider shall:

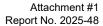
- (i) disclose to TBDSSAB, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (ii) comply with any terms and conditions that TBDSSAB may prescribe as a result of the disclosure.

15. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- (a) In this section, "Privacy Breach" means any loss, theft or unauthorized access to, use, disclosure or disposal of personal information, or any incident that is required to be reported to a privacy regulator or to affected individuals under applicable privacy law, in each case in relation to information collected, used or disclosed in connection with this Agreement or the Project.
- (b) The Service Provider shall, and shall ensure that its Representatives shall, comply with all applicable privacy and access to information laws, including FIPPA, MFIPPA and PIPEDA, as applicable, and with its own privacy and security policies, as the same may be updated from time to time in accordance with applicable law.
- (c) The Service Provider shall notify TBDSSAB, in writing and without undue delay, upon becoming aware of any actual or suspected Privacy Breach that could reasonably be expected to involve information collected, used, disclosed or otherwise handled in connection with this Agreement or the Project. Such notice shall include all information then reasonably available to the Service Provider regarding the nature and scope of the Privacy Breach, the categories of information and individuals affected, and the steps taken or proposed to contain and investigate the Privacy Breach.
- (d) Without limiting the generality of the foregoing, in the event of a Privacy Breach, the Service Provider shall:
 - (i) immediately take all reasonable steps to contain and mitigate the Privacy Breach;
 - (ii) investigate the Privacy Breach, including its root cause, in a diligent manner;
 - (iii) consult with TBDSSAB regarding any notifications to affected individuals, regulators or other third parties that may be required or appropriate under applicable law, it being understood that TBDSSAB may require that any such notifications be issued in its name, in the Service Provider's name, or jointly; and
 - (iv) implement, at its cost, any remedial measures that TBDSSAB may reasonably require to prevent a recurrence, including changes to policies, procedures, training or technical safeguards.
- (e) The Service Provider shall keep TBDSSAB reasonably informed of the status and results of any investigation or remedial efforts relating to a Privacy Breach, and shall provide TBDSSAB with such further information as TBDSSAB may reasonably request from time to time.
- (f) Any material Privacy Breach, or repeated Privacy Breaches, or failure to comply with the obligations set out in this section shall constitute a Default.

16. INTELLECTUAL PROPERTY

- (a) In this section:
 - (i) "Pre-Existing Materials" means any works, data, software, documentation, policies, templates, tools or other materials that were created by or for the Service Provider, or a third party, prior to the Effective Date or independently of the Project; and



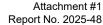


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- (ii) "Project Materials" means all reports, plans, designs, drawings, curricula, manuals, policies, procedures, specifications, training materials, promotional materials, data, databases and other works, in any form or medium, that are created, developed, adapted or improved by or on behalf of the Service Provider in connection with the Project, in each case excluding Pre-Existing Materials and any materials owned by third parties.
- (b) As between the Parties, all right, title and interest in and to the Project Materials, including all intellectual property rights therein, shall vest in and be owned by TBDSSAB as and when created. The Service Provider hereby assigns and transfers, and shall cause its Representatives to assign and transfer, to TBDSSAB all such right, title and interest, without further consideration. The Service Provider shall execute and deliver all such further documents and do all such further acts and things as TBDSSAB may reasonably require to give effect to such assignment.
- (c) TBDSSAB hereby grants to the Service Provider a non-exclusive, royalty-free, non-transferable licence to use the Project Materials solely for the purpose of carrying out the Project and operating the new child care spaces created through the Project, and for such other purposes as TBDSSAB may expressly approve in writing from time to time.
- (d) To the extent permitted by law, the Service Provider shall cause all individuals who participate in the creation of Project Materials to waive, in favour of TBDSSAB and its successors and assigns, any moral rights they may have in the Project Materials.
- (e) For clarity, nothing in this section limits or derogates from the licence already granted by the Service Provider to TBDSSAB in respect of information provided by the Service Provider under this Agreement, and all such information and Project Materials shall be deemed to form part of the subject matter of that licence.

17. COMMUNICATIONS PROTOCOL

- (a) Acknowledge Support. Unless otherwise directed by TBDSSAB, the Service Provider will:
 - (i) clearly acknowledge the support of the Province of Ontario and the Government of Canada for the Early Learning and Child Care (ELCC) Infrastructure fund and Canada-Wide Early Learning and Child Care (CWELCC) Programs; and
 - (ii) ensure that the acknowledgement referred to in paragraph (i) is in a form and manner as directed by the CWELCC guidelines and approved by TBDSSAB.
- (b) The Service Provider will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publications are the views of the Service Provider and do not necessarily reflect those of the respective governments or TBDSSAB.
- (c) The Service Provider acknowledges that the terms of the CWELCC program and ELCC Infrastructure Funding Agreement require TBDSSAB to co-ordinate with the Ministers both Federal and Provincially with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies and special events, in each case, for projects funded in accordance with this Agreement. The Service Provider shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of TBDSSAB and/or the Ministers of the respective governments. The Service Provider agrees that it shall not do or omit to do any act, which will cause TBDSSAB to be in breach of these requirements.
- (d) The Service Provider shall not make any public announcements respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other aspect without the prior written approval of TBDSSAB.
- (e) During the development period of the Project, the Service Provider may erect a sign at a prominent location where there is visible activity related to the approved Project. The sign shall be in accordance with specifications issued by the CWELCC Program guidelines and TBDSSAB.





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(f) Public Information.

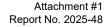
- (i) Service Provider acknowledges that the following may be made publicly available by TBDSSAB: (i) its name, the amount of Funds provided by TBDSSAB, and the general nature of the Project; (ii) any evaluation, financial report, audit report, or other reports or reviews related to this Agreement; and (iii) any other information as agreed by the Parties.
- (ii) Service Provider will make reasonable efforts to ensure open, accessible and transparent information-sharing with the general public with respect to the revenues and expenditures, progress, and outcomes of the Project.
- (g) The Service Provider acknowledges that any breach by it of this Agreement shall cause the Service Provider to be in breach of the CWELCC Program and ELCC Infrastructure Funding Agreement.

18. INDEMNIFICATION

- (a) The Service Provider shall, both during and following the Term, indemnify and save harmless TBDSSAB from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings by whomever made, brought or prosecuted in any manner ("Claims") based upon, occasioned by or attributable to: (i) anything done or omitted to be done by the Service Provider, its Representatives related to or arising out of this Agreement or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement; (ii) Service Provider or its Representatives' breach of this Agreement; and (iii) any negligence or willful misconduct of Service Provider or its Representatives.
- (b) In no event will TBDSSAB or its Representatives be liable for any special, incidental, indirect, consequential, exemplary or punitive damages or any damages for loss of profits, loss of data, business interruption, loss of business information, or any other pecuniary loss arising from or relating to this Agreement. These limitations will apply regardless of the Claim, and regardless of whether TBDSSAB has been advised of the possibility of such damages. If circumstances arise where Service Provider is entitled to recover damages relating to this Agreement, the aggregate liability of TBDSSAB, if any, will in no event exceed the value of the Funds provided to Service Provider under this Agreement.

19. INSURANCE

- (a) Unless waived in writing, in whole or in part, by TBDSSAB, the Service Provider shall obtain and maintain in full force and effect throughout the Term, commencing no later than the Effective Date, and, where expressly required, throughout the Asset Disposal Period, at its own expense, all insurance that a reasonably prudent operator of licensed child care facilities and similar projects would maintain, including at least the following coverages with insurers licensed to transact insurance in Ontario:
 - (i) commercial general liability insurance, on an occurrence basis, covering bodily injury, personal injury and property damage, with a minimum limit of not less than Five Million Dollars (\$5,000,000) per occurrence, including contractual liability, owners' and contractors' protective, cross liability and severability of interests, and non-owned automobile coverage;
 - (ii) property insurance covering all Assets and other property, equipment and improvements used in connection with the Project, against all risks of physical loss or damage, in an amount not less than full replacement cost, with standard extensions;
 - (iii) professional liability (errors and omissions) insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per claim, in respect of professional services provided in connection with the Project;
 - (iv) directors' and officers' liability insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per claim;
 - (v) boiler and machinery insurance, where applicable; and



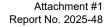


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- (vi) such other types and amounts of insurance as TBDSSAB may reasonably require from time to time, acting on the advice of its insurers or as reasonably required in light of the nature of the Project.
- (b) The commercial general liability policy shall:
 - (i) name TBDSSAB and such other persons as TBDSSAB may designate as additional insureds, with respect to liability arising from the Project and this Agreement
 - (ii) contain a cross liability and severability of interests clause;
 - (iii) be primary and not contributory with, and not excess to, any other insurance available to TBDSSAB; and
 - (iv) include a waiver of subrogation in favour of TBDSSAB.
- (c) The Service Provider shall ensure that each policy required under this section contains a provision that the insurer will provide TBDSSAB with at least thirty (30) days' prior written notice of any cancellation, non-renewal or material change that would reduce coverage or materially alter the policy.
- (d) Prior to the commencement of the Project and on an annual basis thereafter, and at any other time upon written request by TBDSSAB, the Service Provider shall provide TBDSSAB with certificates of insurance, or other evidence of insurance in form and substance satisfactory to TBDSSAB, confirming that the required coverages are in effect in accordance with this section.
- (e) If TBDSSAB requests that the amount of coverage be increased or that the Service Provider obtain other or special insurance for the Project, the Service Provider shall promptly obtain such increased or special insurance and provide evidence of same to TBDSSAB.
- (f) Any failure by the Service Provider to obtain, maintain or renew the insurance required under this section, or to provide satisfactory evidence of insurance upon request, shall constitute a Default.

20. TERMINATION AND SUSPENSION

- (a) TBDSSAB may terminate this Agreement, in whole or in part (including with respect to the provision of any particular service or component of the Project), at any time upon not less than sixty (60) days' prior written notice to the Service Provider. Upon receipt of such notice, the Service Provider shall not commit any additional Funds without the prior written consent of TBDSSAB and shall take all reasonable steps to wind down the affected portion of the Project in an orderly manner.
- (b) The Service Provider may terminate this Agreement only upon written notice to TBDSSAB if TBDSSAB is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the Service Provider specifying the nature of the breach and the steps required to cure it. For clarity, reductions, suspensions or terminations of funding to TBDSSAB under the ELCC Infrastructure Funding Agreement, and TBDSSAB's corresponding reduction, suspension or termination of Funds under this Agreement, shall not constitute a breach by TBDSSAB.
- (c) This Agreement shall automatically terminate, without any further action by either Party, if the ELCC Infrastructure Funding Agreement is terminated for any reason. TBDSSAB shall promptly inform the Service Provider of any notice it receives of termination of or default under the ELCC Infrastructure Funding Agreement.
- (d) If TBDSSAB declares a Default, TBDSSAB may, without limiting any other right or remedy available to it at law, in equity or under this Agreement, exercise one or more of the following remedies upon written notice to the Service Provider:
 - (i) suspend, in whole or in part, any obligation to provide Funds to the Service Provider, including any obligation to provide any Funds owing prior to the date of such suspension;





Schedule "A" to TBDSSAB By-Law Number 03-2025

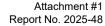
- (ii) require the Service Provider to reimburse TBDSSAB all or any part of the Funds paid by TBDSSAB to the Service Provider, including any Funds used for ineligible or unauthorized expenses; and
- (iii) terminate this Agreement, in whole or in part.
- (e) Upon receipt of a notice of suspension or termination under this section, the Service Provider shall perform no further actions pursuant to this Agreement or activities related to the suspended or terminated portion of the Project, except as necessary to close out or suspend such actions and as may be expressly approved by TBDSSAB in writing.
- (f) In the event of any termination or suspension of this Agreement in whole or in part:
 - the Service Provider shall forthwith refund to TBDSSAB any monies advanced by TBDSSAB and not expended, or not expended in accordance with the approved budget or this Agreement, and any Funds that TBDSSAB identifies as repayable, including Funds used for ineligible or unauthorized expenses;
 - (ii) all other financial adjustments between the Parties shall be made as at the effective date of termination or suspension, as determined by TBDSSAB acting reasonably; and
 - (iii) if the termination is initiated by the Service Provider other than as a result of a material breach by TBDSSAB that remains uncured, the Service Provider shall, in addition to the foregoing, cooperate with TBDSSAB to facilitate any transition or reallocation of the Project and the Assets in a manner consistent with the objectives of the Program and the ELCC Infrastructure Funding Agreement.
- (g) Upon expiration or termination of this Agreement for any reason, each Party shall promptly, at the other Party's request, return to the other Party or securely destroy all of the other Party's confidential information in its custody or control, in any medium or form, except to the extent that retention is required by law or for the purposes of enforcing this Agreement. Any such retained information shall continue to be treated as confidential in accordance with this Agreement.

21. FUNDS AT THE END OF A FUNDING YEAR

- (a) If the Service Provider has not spent all of the Funds allocated to the Service Provider for the funding year as provided for in the budget at the end of the term of the Agreement, TBDSSAB may take one or both of the following actions:
 - (i) demand the return of the unspent Funds; and/or
 - (ii) adjust the amount of any further or future installments of Funds accordingly.
- (b) In addition to the Service Provider's other obligations under this Agreement, the Service Provider shall, upon expiry or termination of this Agreement, return to TBDSSAB any Funds remaining in its possession or under its control.

21. INTERPRETATION

- (a) This Agreement shall be read with all changes in number or of gender as required by context. Words in one gender shall be interpreted to include all genders.
- (b) Words in the singular include the plural and vice-versa.
- (c) The word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- (d) The words "include", "includes" and/or "including" shall denote that the subsequent list is not exhaustive.
- (e) The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and shall, in no way, limit, define or describe the scope or intent of this Agreement or form part of this Agreement.
- (f) Any reference to currency, money or Funds shall refer to Canadian currency.





Schedule "A" to TBDSSAB By-Law Number 03-2025

22. APPLICATION AND SUPPORTING MATERIALS

- (a) The Parties acknowledge that the Service Provider's application(s) for funding in respect of the Project, together with any supporting materials, plans, budgets, correspondence and other documents submitted by the Service Provider in relation thereto and identified by the Parties in the Schedules to this Agreement (collectively, the "Application Materials"), are incorporated by reference into and form part of this Agreement.
- (b) In the event of any conflict, inconsistency or discrepancy between the Application Materials and this Agreement (including any of the Schedules), the terms of this Agreement (including the Schedules) shall govern to the extent of such conflict, inconsistency or discrepancy. For greater certainty, to the extent of any conflict, inconsistency or discrepancy between the main body of this Agreement and any of the Schedules, the main body of this Agreement shall prevail.

23. PROOF OF LICENSE AND CERTIFICATION

- (a) The Service Provider shall at all times be licensed to carry out the provisions hereof.
- (b) At the time of execution of this Agreement, the Service Provider shall submit a copy of its current license to provide Child Care and Early Years services and thereafter, shall file with TBDSSAB annually and at other times if so requested by TBDSSAB, a copy of its license renewal.
- (c) The Service Provider shall maintain for inspection by TBDSSAB, as may be required, copies of the required Fire and Health Certification and verification of annual inspections.

24. OBSERVANCE OF THE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of Ontario.
- (b) Any reference to any legislation in this Agreement shall include the regulations made pursuant to such legislation, all amendments to such legislation and regulations from time to time, and to any legislation or regulation which may be passed and thereafter has the effect of supplementing or superseding such legislation or regulation as referenced in this Agreement.
- (c) The Parties agree that they and their respective Representatives shall at all times comply with all applicable laws, including any Federal, Provincial and Municipal laws, ordinances, statutes, rules, regulations and orders governing the performance of this Agreement.
- (d) Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

25. NON-ASSIGNMENT

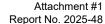
The Service Provider shall not assign or subcontract this Agreement, in whole or in part, or any of its obligations under this Agreement, without the prior written approval of TBDSSAB, which approval may be withheld by TBDSSAB in its sole discretion, or given subject to such terms and conditions as TBDSSAB may impose in its sole discretion.

26. AMENDMENTS

This Agreement, and any amendment, supplement, revision or termination thereof, including the addition or substitution of a Schedule to this Agreement, shall be signed by the Parties, and which, when signed and delivered, shall be taken together to constitute one and the same document.

27. THIS AND PREVIOUS AGREEMENTS

- (a) All the terms and conditions of the Schedules hereto are incorporated into and form part of this Agreement.
- (b) The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against any Party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against any other Party hereto;





Schedule "A" to TBDSSAB By-Law Number 03-2025

- (c) This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous written or oral representations, agreements and understandings between the Parties with respect to the subject matter hereof and no amendments shall be valid unless in accordance with Section 26 of this Agreement.
- (d) The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to, the confidentiality provisions of this Agreement.

28. STATUS OF SERVICE PROVIDER

- (a) The Parties are independent contractors and agree and acknowledge that this Agreement does not constitute a partnership, employment agreement or joint venture between the Parties, nor shall any agency relationship arise as a consequence of this Agreement. No Party may bind the other or make representations on its behalf.
- (b) Service Provider acknowledges and agrees that TBDSSAB provision of Funds under this Agreement is not an assurance, and TBDSSAB makes no representations or guarantees whatsoever that TBDSSAB will provide any further funding or project support to Service Provider beyond the scope of this Agreement. The Service Provider shall not rely upon the continuation of the Term to plan its financial affairs.
- (c) It is the sole and exclusive responsibility of the Service Provider to satisfy itself as to its status and obligations under all applicable legislation.
- (d) The Service Provider shall indemnify and hold harmless TBDSSAB from any and all amount required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by TBDSSAB, relating to any failure of the Service Provider to comply with any applicable legislation.

29. FURTHER ASSURANCES

The Service Provider and TBDSSAB agree that each of them shall, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.

30. WAIVER

Any condoning, excusing, waiver or overlooking of any default, breach or non-observance by either Party at any time in respect of any term or condition of this Agreement shall not operate as a waiver of the rights of the Parties in respect of any subsequent default, breach, or non-observance.

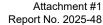
31. NOTICES

(a) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to TBDSSAB addressed to:

Chief Executive Officer
The District of Thunder Bay Social Services Administration Board
231 May Street South
Thunder Bay, ON P7E 1B5

Telephone: 807.766.2103 Fax: 807.345.6146

Email: [XYZ]





Schedule "A" to TBDSSAB By-Law Number 03-2025

(b) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to the Service Provider addressed to:

«Title»
«Child_Care_Centre»
«Program_Mailing_Address»
«Program_Mailing_Address_2»
«City», «Prov» «Program_Postal_Code»

Telephone: «Program_Phone_Number_1»

Fax: «Fax_Number»

Email: [XYZ]

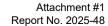
- (c) Notices shall be considered delivered on the date of any personal delivery, service by courier or fax transmission and five (5) business days after mailing if the notice was sent by certified mail, registered mail or priority post. If a mail strike is in progress or there is a reasonable expectation of a mail strike, notice shall be given by one of the alternative permitted methods.
- (d) If at any time, either Party shall give notice to the other Party of a change of address or fax number of said Party giving such notice and from and after the date of giving of such notice, the address or fax number therein specified shall be deemed to be the address or fax number of that Party.

32. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective executors, successors, administrators and assigns, as the case may be.

33. GENERAL

This Agreement has been prepared by the Parties and their respective advisors. Each Party acknowledges this Agreement is the product of their joint efforts and no rule of interpretation favouring one Party over the other will apply to resolve any ambiguity. Notwithstanding any other provision of this Agreement, all rights and remedies of TBDSSAB under the Agreement are in addition to TBDSSAB's other rights and remedies and are cumulative, not alternative. To the extent of any conflicts between the main body of this Agreement and any of the Schedules, the main body of this Agreement shall prevail. This Agreement may be signed manually or electronically, in any number of counterparts. Each counterpart will be deemed an original, may be delivered electronically, and will together constitute one agreement.





Schedule "A" to TBDSSAB By-Law Number 03-2025

IN WITNESS WHEREOF this Agreement has been signed on behalf of TBDSSAB and on behalf of the Service Provider by their duly authorized Signing Officers, respectively.

SIGNED, SEALED AND DELIVERED on the	day of	, 20XX .
ON BEHALF OF THE DISTRICT OF THUNDER BAY SOCIAL SERVICES ADMINISTRATION BOARD		
*(Affix Corporate Seal or Witness)	**XX, Chair - TBDSSAB	
(Amx Corporate Sear of Witness)		
	** Ken Ranta, Chief Executive Office	er - TBDSSAB
SIGNED, SEALED AND DELIVERED on the ON BEHALF OF «CHILD_CARE_CENTRE»	day of	, 20XX .
Witness	** Signing Officer Title:	
	Name:(Please Print)	
*(Affix Corporate Seal or Witness)		
Witness	** Signing Officer	
	Title:	
	Name:(Please Print)	

^{*} Corporate Seal required OR Witness required where the Service Provider is a sole proprietor or a partner. Not required when Corporate Seal is affixed.
** I have authority to bind the corporation.

Our File No.: SSB-10

Memorandum

Date: November 28, 2025

To: Members of the Board

From: Kasey Etreni, Board Member

Subject: Presentations by TBDSSAB to Municipal Councils Upon Request REVISED

The District of Thunder Bay Social Services Administration Board (TBDSSAB) is committed to its 2024–2027 Strategic Plan, which emphasizes:

- **People-Centered Approach**: Prioritizing the needs and well-being of individuals and communities.
- Organizational Excellence: Ensuring effective governance and accountability.

By adopting a policy for presentations to municipal councils upon request, TBDSSAB can further its vision to provide quality services within the context of a commitment to social justice and recognition of people's potential to achieve self-sufficiency.

I am requesting that the Board consider the attached policy regarding presentations to Municipal Councils, and the following resolution at the November 20, 2025 Board meeting:

THAT with respect to the revised Memorandum dated November 28, 2025 from Kasey Etreni, Board Member, we The District of Thunder Bay Social Services Administration Board, approve the Municipal Presentations policy, as presented, that provides for presentations to municipal councils within its jurisdiction upon request;

AND THAT the policy defines scheduling of such presentations be coordinated in advance, with sufficient notice, and in a format agreeable to both parties;

AND THAT we authorize the Chief Executive Officer to make amendments to the policy with respect to housekeeping items, including titles, program and similar changes, as may be required from time to time.



Such efforts will be welcomed and the potential information gained from the discourse should be appreciated by all parties.

Sincerely,

Kasey Etreni Board Member

KE/kr

The District of Thunder Bay Social Services Administration Board TBDSSAB # BRD-01:XX CATEGORY/SECTION **BOARD - GENERAL POLICY** SUBJECT **MUNICIPAL PRESENTATIONS**

AUTHORITY

Governance & Procedural By-law 03-2021

INTENT OF POLICY

To establish a clear and consistent framework to provide the District of Thunder Bay uniform and equitable access to TBDSSAB program delivery information. This may include the delivery of information presentations to municipal councils and the community. This policy ensures that presentations are delivered in a manner that is informative, efficient, and aligned with the Board's approved priorities.

Commented [KR1]: Changes suggested by Kasey.

Definitions

Municipal Council - all District of Thunder Bay municipalities and Territory without Municipal Organization as identified in Schedule 6 of O. Reg 278/98 of the DSSAB

Presentation - A high-level overview of TBDSSAB as an entity and the programs and services it delivers. Presentations may include general program access information, referral pathways, and appropriate publicly available statistical or operational data. Presentations will not cover day-to-day operational matters Includes a visual overview of TBDSSAB as an entity and the programs and services delivered. This may include program access and referral information or other client support detail, as well as statistical information on operations.

Commented [KR2]: Changes suggested by Kasey.

Policy

TBDSSAB is committed to the dissemination of timely, accurate and quality information to its internal and external stakeholders. All external communications should be aimed towards the achievement of sare aligned with TBDSSAB's vision and mission and should be in line with its as well as the approved Strategic Plan.

Requests for information presentations for municipal councils may be made in writing at least 60 days prior to the date requested. Requests will be addressed on a first-come first-served basis and will be subject to availability and scheduling. Presentations may be delivered in person or remotely using Microsoft Teams or a similar virtual platform, as appropriate.

Commented [KR3]: Changes suggested by Kathleen.

Commented [KR4]: Changes suggested by Kasey.

IMPLEMENTATION / BOARD APPROVAL DATE:

Month date, YYYY

REVISION DATE(S):

PAGE 1 of 3

	TDD004D # DD2 44 NV
CATEGORY/SECTION	SUBJECT TBDSSAB # BRD-01:XX
BOARD - GENERAL	MUNICIPAL PRESENTATIONS
nformation that is publicly available. Ar advocacy or engagement without exp	ons to municipal councils will be comprised of ny information shared is not to be used for politica licit approval of the TBDSSAB. Information of a decision-making processes would not be shared.
understanding of TBDSSAB progran	solely to provide information and support councins and services. If council members provide lations during or following a presentation, they will
	councils are not considered to be Advocacy and ernment officials, as outlined in the Advocacy and
be accommodated without undue impa presentation will be retained for consist	dule or decline presentation requests that cannot act on operational priorities. A summary of each tency of information and tracking of engagement. esentations per council per calendar year, at the
STANDARDS OF APPLICATION	
All requests for information sessions wi approval.	Il be referred to the CEO for review and
RELATED POLICIES	
BRD – 01:111 Corporate Communication BRD – 01:144 Advocacy & Engagemen	
RELATED PROCEDURES	
None	
Forms	
None	
V	
IMPLEMENTATION / BOARD APPROVAL DATE:	PAGE
Month date, YYYY	

REVISION DATE(S):

Commented [KR5]: Changes suggested by Kasey.

Commented [KR6]: Changes suggested by Kasey.

Our File No.: SSB-50

Memorandum

Date: November 30, 2025

To: Members of the Board

From: Ken Ranta, CEO

Subject: Board Annual Effectiveness Evaluation

As part of the Board's 2024-2027 Strategic Plan, the Board established a Practical Vision statement that includes:

Organizational excellence demonstrated through leadership in advocacy, compassion and understanding, financial stewardship, and a dynamic workforce.

This excellence includes ensuring that the Board is bolstered in its leadership and direction and has the support and training necessary to ensure optimal governance.

In support of this, Board Member Lynch brought forward to Administration the concept of engaging in an annual Board evaluation, to ascertain feedback on the performance of the Board and of each member's own performance. The Board Chair was engaged in this initiative, and through several meetings and drafts, a proposed Board Annual Effectiveness Evaluation was established.

It is proposed that the Board Annual Effectiveness Evaluation be initiated in early 2026, evaluating the 2025 year. It is further proposed that the Board Annual Effectiveness Evaluation be conducted for a three-year period (2026, 2027, 2028) and then evaluated to determine if the objectives of this initiative are being met.

Administration recommends the following resolution be presented to the Board at the December 11, 2025 Board meeting for consideration:

THAT with respect to the Memorandum dated November 30, 2025, we The District of Thunder Bay Social Services Administration Board, approve the draft Board Annual Effectiveness Evaluation as presented;

AND THAT the Board Annual Effectiveness Evaluation be implemented for a 3-year period commencing 2026 and evaluated by the Board in 2028;



AND THAT we authorize the Chief Executive Officer to make amendments to the evaluation with respect to housekeeping items, as may be required from time to time.

Sincerely,

Ken Ranta

Chief Executive Officer

KR/gf

Attachment #1 Draft Board Annual Effectiveness Evaluation



ANNUAL EFFECTIVENESS EVALUATION

Board members recognize the importance of continuously assessing not only the performance of TBDSSAB, but also their own performance. This annual assessment is one expression of the Board's commitment to providing excellent leadership of the Corporation and ensuring all opportunities for enhancement in Board member participation are explored.

Your participation is voluntary, but you are strongly encouraged to participate to ensure fulsome feedback. Our goal is 100% participation.

This survey is anonymous, confidential and compiled by a non-board member into aggregate data. The anonymous data is to be analyzed in aggregate by the Board for the sole purpose of reporting in summary on board effectiveness. It is also intended to make recommendations, based on members' feedback, to ensure effective governance and stewardship.

As stated in the Governance and Procedural By-law, it is the Board's mandate to provide leadership, which at its core is about motivating and inspiring people to take positive action as follows:

- each Member is to acquire and undertake a full understanding, acceptance and promotion of the Corporation's mission and purpose and adhere to the Board's code of conduct;
- the basic standards of Member participation are to be positive, productive and flexible while respecting the values of the Corporation and to act in the best interests of the Corporation at all times:
- each Member is required to be constructive in their participation and to be respectful to everyone in the Corporation (i.e., debate the issue not the person and respect other people and their ideas):
- every Member has a duty to discourage unseemly, unproductive or disruptive behaviour that is
 out of line with the generally ordinary principals governing Members and to re-establish, where
 necessary, the Board's equilibrium;
- •all Members should "lead" discussion on the business issues of the Corporation during the meetings of the Board and not outside of Board meetings or in other forums (including social media);
- every Member has a duty to ensure their criticism or comments about the Corporation or the Administration is constructive in its content and be made only through the appropriate channels of the Corporation;
- every Member has a fiduciary duty to the Corporation in the management or supervision of the Corporation's work and to, above all, protect the Corporation by not engaging in unethical behaviour or breaching the rules of conduct as set out in the By-law and policies of the Corporation; and
- every Member shall participate in a monthly Board evaluation process for the purpose of determining and improving the Board's effectiveness, culture, productivity and contribution to the Corporation.

This 10–15 minute survey is designed to focus your reflection on the components of Board effectiveness. It invites you to consider both your practice as a Board member and the Board's work as a whole.

Given that the survey is anonymous and confidential, we	e encourage you to respond candidly. Bro	ad
feedback results will be shared with the Board for review	V	

Please complete the survey I	Dy
------------------------------	----

Section 1 – For New Board Members (First Year on the Board) – offer only in first year as a separate survey.

sessment of Onboarding					
Did you complete the New Board Member Yes No	r Orientatio	n in 202Xí	?		
Please use the scale below to indicate ho process in helping you perform your role a			effectivene	ess of the	onboarding
	Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
The Orientation Materials helped me to contribute immediately as a new member.					
Please use the scale below to indicate how as a result of the onboarding.	you feel a	bout your (capacity as	s a Board	member
	Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
I have a sound understanding of the core functions of the Board.					
I can easily access resources and critical documents to support me in my role.					
I understand the mission, vision and strategy of TBDSSAB.					
What other information do you need as a B	oard memb	per going f	orward?		

Section 2 - Self Assessment

		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
2.1	I am aware of what is expected of me as a board member.					
2.2	I have a good attendance record.					
2.3	I read the minutes, reports and other materials in advance of our board meeting and come to meetings prepared.					
2.4	I participate in discussions.					
2.5	I support Board decisions once they are made even if I don't agree with them.					
2.6	I am familiar with what is in the corporations by-laws, governing policies and code of conduct and review annually.					
2.7	If I need more information, I am comfortable asking questions, both at meetings or before/after the meeting.					
2.8	I maintain the confidentiality of all Board discussions and decisions.					
2.9	I do not discuss TBDSSAB business in the community or on social media.					
2.10	I am familiar with the TBDSSAB Board Portal and login regularly to access meeting agendas, resources and information for the Board.					
Comme	ents:					

Section 3 – Board Processes and Functions

		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
3.1	The Board is proactive in providing guidance and strategic input to the CEO.					
3.2	The Board holds the CEO accountable for results and meeting its commitments and objectives.					
3.3	The Board understands its role as a governance body and avoids discussion on operational matters, both in and out of meetings.					
3.4	The CEO communicates with the Board in an open, candid and timely manner.					
3.5	The CEO and Senior Team are responsive to questions and issues raised by the Board.					
3.6	I am satisfied with the Board's process for the recruitment, selection and approval of candidates for committees and advisory table positions.					
3.7	I am satisfied that the orientation I received as a new Board member was sufficient and has allowed me to effectively participate as a Board member.					
3.8	I am satisfied with opportunities for Board member education and training.					
3.9	I am satisfied with the frequency, content, and outcomes of TBDSSAB Board meetings.					
3.10	I am satisfied that should I request it; I receive adequate feedback as a Board member about my contribution to TBDSSAB.					
Comme	ents:					

Section 4 – Board Committees and Advisory Tables

4.1	Are you a member of a Board Committee of	or Advisory	Table?			
	Yes					
	No					
	If you answered "No" to the above question	on, please p	proceed to	question r	number 4.	6.
	If you answered "Yes" to the above quest committees/tables that you are a member	•	complete	the questic	ons below	for those
4.2	Audit Committee (To be completed by men	mbers of the	Audit Cor	nmittee)		
	For each of the following statements, sele experience.	ect the resp	onse that i	most close	ly reflects	your
		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
	I find the committee meetings are productive.					
	I am satisfied with the communication and support materials I receive for committee meetings.					
	I have opportunity to participate fully at committee meetings.					
	The committee regularly evaluates its own processes and achievements.					
	The committee functions well and achieves its stated objectives.					

4.4

4.3 <u>Situation Analysis Committee</u> (To be completed by members of the Situation Analysis Committee)

For each of the following statements, select experience.	ct the respo	onse that r	nost close	ly reflects	your
·	Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
I find the committee meetings are productive.					
I am satisfied with the communication and support materials I receive for committee meetings.					
I have opportunity to participate fully at committee meetings.					
The committee regularly evaluates its own processes and achievements.					
The committee functions well and achieves its stated objectives.					
Child Care & Early Years Advisory Table (Table) For each of the following statements, select experience.		-			
	Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
I find the table meetings are productive.					
I am satisfied with the communication and support materials I receive for table meetings.					
I have opportunity to participate fully at table meetings.					
The table engages community members to provide information to help inform Board decisions.					
The table functions well.					

4.5	Homelessness Prevention Program Advisor Advisory Table)	ory Table (T	o be comp	leted by m	embers of	the HPP
	For each of the following statements, select experience.	t the respo	onse that n	nost closel	y reflects y	our/
	•	Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
	I find the table meetings are productive.					
	I am satisfied with the communication and support materials I receive for table meetings.					
	I have opportunity to participate fully at table meetings.					
	The table engages community members to provide information to help inform Board decisions.					
	The table functions well.					
4.6	Committee Reporting to Board (To be comp	oleted by a	II Board me	embers)		
		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
	I am satisfied with the communication from the committees on their work, to the Board.					
Comme	nts:					

Section 5 - Chair of the Board (To be completed by all Board Members)

		Strongly Disagree	Disagree	Neither Agree Nor Disagree	Agree	Strongly Agree
5.1	The Chair is well prepared for the Board meetings.					
5.2	The Chair ensures that Board members have the information they need to ask the right questions and make informed decisions.					
5.3	The Chair runs Board meetings in an orderly and efficient manner.					
5.4	The Chair encourages Board members to ask questions and express their views at Board meetings.					
5.5	The Chair allocates sufficient time during Board meetings to discuss each item fully.					
5.6	The Chair ensures that the Board comes to decisions once agenda items have been discussed.					
5.7	The Chair ensures that Board members are kept informed of the progress TBDSSAB is making in achieving its strategic plan objectives.					
5.8	The Chair ensures that Board members' concerns are conveyed to the CEO.					
Comme	ents:					

Section 6 – Conclusion

In	my view, the most significant achievement of the Board over the past year has been:
-	
In	my view, the most important thing the Board could do to improve its effectiveness is:
-	
	hat specific areas of interest do you have for either additional education, training or further ngagement with the Board for the coming year?
-	
Lo th	poking ahead, what is one goal that you are going to set for yourself as a Board member in se coming year?
-	
D	o you have any other feedback that you wish to provide?
-	



Our File No.: SSB-10

Memorandum

Date: November 20, 2025

To: Members of the Board

From: Ken Ranta, Chief Executive Officer

Subject: Nomination and Election of 2026 Board Officers, Committee & Table

Members

In accordance with the Governance and Procedural By-law Section 3(1) and (2) and Policy No. BRD-01:62 Board Committees, appointment of the Chair, Vice Chair and appointments to Board Committees and Tables are to be made at the December Meeting and will become effective on January 2, 2026.

In order for all Board members to be considered for nomination, nominations will be called for at the December meeting.

Ken Ranta, Secretary, will call for nominations for the position of Chair of TBDSSAB for the term ending December 31, 2026 in accordance with O. Reg. 278/98 under the District Social Services Administration Board Act.

Ken Ranta, Secretary, will call for nominations for the position of Vice-Chair of TBDSSAB for the term ending on December 31, 2026 as per the TBDSSAB Governance & Procedural Bylaw.

Ken Ranta, Secretary, will call for nominations for the five Audit Committee positions for the term ending on December 31, 2026.

Ken Ranta, Secretary, will call for nominations for the five Situation Analysis Review Committee positions for the term ending on December 31, 2026.

Ken Ranta, Secretary, will call for nominations for the two Child Care and Early Years Advisory Table positions for the term ending on December 31, 2026.

Ken Ranta, Secretary, will call for nominations for the two Homelessness Prevention Program Advisory Table positions for the term ending on December 31, 2026.



Ken Ranta, Secretary, will call for nominations for the two Indigenous Advisory Table positions for the term ending on December 31, 2026.

If more than one Member is interested in an office or position, the Board will vote by secret ballot to select the nominee for the office.

The following Resolution will be presented for the Board's consideration at the December 11, 2025 Board meeting:

THAT effective January 2, 2026 the position of Chair of The District of Thunder Bay Social Services Administration Board for the term ending December 31, 2026, be filled by;
AND THAT effective January 2, 2026 the position of Vice-Chair of The District of Thunder Bay Social Services Administration Board, for the term ending December 31, 2026, be filled by;
AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Audit Committee, for the term ending December 31, 2026:
1
AND THAT the Committee Chair be appointed at the first Committee meeting of the year;
AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Situation Analysis Review Committee, for the term ending December 31, 2026:
1

AND THAT the Committee Chair be appointed at the first Committee meeting of the

year;



AND THAT effective January 2, 2026 the following Members of The District of Thunder Bay Social Services Administration Board be appointed to the Child Care and Early Years Advisory Table, for the term ending December 31, 2026:

1. 2.	
Bay Social Services Administr	2, 2026 the following Members of The District of Thunder ation Board be appointed to the Homelessness Table, for the term ending December 31, 2026:
1. 2.	;
	2, 2026 the following Members of The District of Thunder

AND THAT e r Bay Social Services Administration Board be appointed to the Indigenous Advisory Table, for the term ending December 31, 2026:

1.	 						
2.							

Sincerely,

Ken Ranta

Chief Executive Officer

KR/gf

Attachment #1 **Board Committee & Advisory Table Policy**

> #2 Terms of Reference – Audit Committee

Terms of Reference – Situation Analysis Review Committee #3

#4 Terms of Reference – CCEY Advisory Table

Terms of Reference – HPP Advisory Table #5

#6 Terms of Reference – Indigenous Advisory Table

The District of Thunder Bay Social Services Adr	TBDSSAB #BRD-01:62					
	SECTION					
POLICY	BOARD - GENERAL					
	SUBJECT					
		TTEES AND ADVISORY				
	TABLES					

AUTHORITY

Governance & Procedural By-law No. 03-2021

TBDSSAB Resolution No. 14/110.

TBDSSAB Resolution No. 17/18

INTENT OF POLICY

In order to ensure the efficient ongoing operation of the Board and to meet legislated requirements, the following Board Standing Committee will be formed:

Audit Committee

The Board may also establish Special Committees and Advisory Tables by Resolution that would be tasked with specified duties. Committees and Advisory Tables can facilitate the complex work of the Board by making the best use of Board and Staff Member time, allowing more detailed discussion on particular issues, and building of expertise amongst Board Members. Any Board Member may provide feedback to any Board Committee Member to bring forward their input at the Committee or Advisory Table level.

A set of General Committee Rules, outlined in the Procedure, shall be applicable to all Board Committees and Advisory Tables.

Each Committee has a duty to report to the Board, and evaluate its functioning, in accordance with its mandate.

RELATED POLICIES

BRD-01:78 Terms of Reference – Audit Committee

BRD-01:97 Terms of Reference – Homelessness Prevention Program Advisory Table

BRD-01:112 Terms of Reference - Child Care and Early Years Advisory Table

IMPLEMENTATION / BOARD APPROVAL DATE:

February 23, 2017

REVISION DATE(S): 2012Dec10 (Housekeeping – Policy #); 2014Nov27, 2017Feb23(remove ref to exec and prg ctee) 2021Dec16 Hskpg 2023Nov7 (Hskpg) Apr29/24 (Hskpg)

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TBDSSAB #BRD-01:86

POLICY	SECTION BOARD - GENERAL
	SUBJECT
	TERMS OF REFERENCE
	AUDIT COMMITTEE

AUTHORITY

Governance and Procedural By-law 03-2021 BRD-01:62 Board Committee and Advisory Tables TBDSSAB Resolution No. 12/95 TBDSSAB Resolution No. 17/18

INTENT OF POLICY

The purpose of the Board's Audit Committee is to meet in order to carry out its mandate related to audit matters of The District of Thunder Bay Social Services Administration Board (TBDSSAB) and Thunder Bay District Housing Corporation (TBDHC) as outlined in this policy, and bring forward recommendations to the Board for approval.

The Board Committees and Advisory Tables Policy BRD-01:62 will be followed in accordance with the formation of Board Standing Committees and the General Committee Rules, Duty to Report, and Committee Evaluation, which are applicable to all Board Committees.

POLICY

MEMBERSHIP/ STRUCTURE

The Audit Committee shall be comprised of five Board members at large.

Staff Members required by the Committee include the Director, Corporate Services Division, Manager, Finance and other staff as required.

The members of the Committee will select one member as Chair of the Audit Committee at the first Committee meeting.

FREQUENCY OF MEETINGS

The Audit Standing Committee will meet as required. Meetings will occur prior to the commencement of the audit, once following the completion of the audit, and additional meetings as required to deal appropriately with the Committee's mandate; at the call of the Committee Chair.

Audit Committee Review Date: 2012Aug29

IMPLEMENTATION / BOARD APPROVAL DATE:

February 23, 2017

REVISION DATES(S):Housekeeping: 2012Dec10 (Policy#); 2013Jan11 (Membership Clarified); 2015Jan11 (Policy# & Format), 2017Feb23 (remove Sec/Tres) 2022Feb2 (Bylaw and Policy update) Apr29/24 (Hskpg)

PAGE

TBDSSAB #BRD-01:86

SECTION SUBJECT

BOARD - GENERAL TERMS OF REFERENCE AUDIT COMMITTEE

1.0 MANDATE OF THE COMMITTEE

- 1.1 Review, with the external auditors, the proposed scope of the current year's audit.
- 1.2 Review and approve the auditor's engagement letter including the audit fee and expenses.
- 1.3 Assess whether appropriate assistance is being provided to the auditors by staff.
- 1.4 Review and ensure that weaknesses detected in the prior year's audit are controlled and determine whether all practical steps have been taken to overcome them.
- 1.5 Inquire about changes in the financial systems and control systems during the year.
- 1.6 Review the integrity and effectiveness of policies regarding the financial operations, systems of internal control and reporting mechanisms of the Board; and ensure that they are in accordance with generally accepted accounting principles and practices.
- 1.7 Inquire into the major financial risks faced by the Board and the appropriateness of related controls to minimize their potential impact.

2.0 ANNUAL FINANCIAL STATEMENTS

- 2.1 Receive and review the unaudited and audited financial statements of the TBDSSAB and TBDHC whether interim or year-end; and report to the Board prior to the Board's approval thereof.
- 2.2 Review audited annual financial statements, in conjunction with the report of the external auditor, and obtain an explanation from Management of all significant variances between comparative reporting periods.
- 2.3 Inquire about changes in professional standards or regulatory requirements.
- 2.4 Review the entire annual financial report for consistency with the financial statements.

Audit Committee Review Date: 2012Aug29

IMPLEMENTATION / BOARD APPROVAL DATE:

February 23, 2017

REVISION DATES(S): Housekeeping: 2012Dec10 (Policy#); 2013Jan11(Membership Clarified); 2015Jan11 (Policy# & Format), 2017Feb23 (remove Sec/Tres) 2022Feb2 (Bylaw and Policy update) Apr29/24 (Hskpg)

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TBDSSAB #BRD-01:86

SECTION SUBJECT

BOARD - GENERAL TERMS OF REFERENCE AUDIT COMMITTEE

2.5 Recommend approval of the financial statements to the Board.

3.0 AUDIT RESULTS

- 3.1 Review the report of the external auditors on the annual financial statements.
- 3.2 Review the external auditor's post-audit or management letter which may document weaknesses in the accounting system or in the internal control systems; and which contain recommendations of the external audit, and management's response and subsequent follow-up to any identified weakness.
- 3.3 Meet privately with the external auditors (without the presence of staff) with regard to the adequacy of the internal accounting controls and similar matters, and review staff responses to ascertain whether there are concerns that should be brought to the Committee's attention.
- 3.4 Review any issues identified by the external auditor in performing the audit, including any restrictions imposed by staff or significant accounting issues on which there was a disagreement with staff, or situations where staff sought a second opinion on a significant accounting issue.
- 3.5 Meet privately with staff to determine whether the external audit was performed in a professional manner, in accordance with the audit engagement letter and any other contractual agreement in place for these services, and to receive Administration's recommendation regarding the appointment or re-appointment of external auditors.

Related Policies

BRD-01:86 Board Committees and Advisory Tables

BRD-01:61 Board Members Conflict of Interest

BRD-01:82 Remuneration for Board Members

BRD-01:103 – Board Members, Non-Members of Board Committees and Advisory

Tables Code of Conduct

CS-02:85 Travel and Business Expense

Audit Committee Review Date: 2012Aug29

IMPLEMENTATION / BOARD APPROVAL DATE:

February 23, 2017

REVISION DATES(S): Housekeeping: 2012Dec10 (Policy#); 2013Jan11(Membership Clarified); 2015Jan11 (Policy# & Format), 2017Feb23 (remove Sec/Tres) 2022Feb2 (Bylaw and Policy update) Apr29/24 (Hskpg)

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The District of Thunder Bay Social Services Administration Board		TBDSSAB #BRD-01:157
	SECTION	
POLICY	BOARD - GENERAL	
	SUBJECT	
	TERMS OF REF Situation Analy Committee	ERENCE sis Review Ad-hoc

AUTHORITY

Governance and Procedural By-law 03-2021 BRD-01:62 Board Committee and Advisory Tables TBDSSAB Resolution No. 23/44.

INTENT OF POLICY

The purpose of the Board's Situation Analysis Review Ad-hoc Committee is to meet to carry out its mandate to gather further information and input as needed, review the Proposed Implementation Plan, and bring forward recommendations to the Board for approval.

POLICY

MEMBERSHIP/ STRUCTURE

The Situation Analysis Review Ad-hoc Committee shall be comprised of five Board members at large.

The members of the Committee will select one member as Chair of the Committee at the first Committee meeting.

The Chief Executive Officer (CEO), Communications and Engagement Officer and the Manager – Human Resources shall provide support to the Committee along with other Staff as determined by the CEO.

FREQUENCY OF MEETINGS

The Committee will meet no less than every three months until its mandate is complete or the end of its term, whichever occurs first.

MANDATE OF THE COMMITTEE

1.1 Review the Situation Analysis: Proposed Implementation Plan from Board Report No: 2023-14 as referred per Res No: 23-32A.

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SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE Situation Analysis Review Ad-hoc Committee

- 1.2 Receive input from external parties as required to inform the work of the Committee.
- 1.3 Act as representatives on behalf of the Board in liaising with officials and other individuals.
- 1.4 Develop recommendations regarding each item identified in the Proposed Implementation Plan.
- 1.5 Report to the Board to identify the Committee's recommendations in the form of a draft revised implementation plan.
- 1.6 Modify the draft implementation plan should the Board request changes and present a final draft for the Board's approval.

Related Policies

BRD-01:82 Remuneration for Board Members

IMPLEMENTATION / BOARD APPROVAL DATE:

April 20, 2023

REVISION DATES(S): 2024May10 Hskpg

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The District of Thunder Bay Social Services Administration Board		TBDSSAB #BRD-01:112
	SECTION	
POLICY	BOARD – GENERAL	
	SUBJECT	
	TERMS OF REFE	RENCE
	CCEY ADVISOR	Y TABLE

AUTHORITY

Governance and Procedural By-law 03-2021 BRD-01:62 Board Committee and Advisory Tables TBDSSAB Resolution No. 18/39.

INTENT OF POLICY

The purpose of The District of Thunder Bay Social Services Administration Board (TBDSSAB) Child Care and Early Years' Advisory Table is to review the Child Care and Early Years' Service System Plan, and to assist the Board in meeting its obligations under the Ontario Child Care and Early Years' Service System Plan Resource Guide.

Section 14 of the Governance and Procedural By-law states that an Advisory Table may be established by the Board to examine, develop, administer, report upon recommended initiatives and programs of the TBDSSAB within the jurisdiction of the Board.

POLICY

MEMBERSHIP / STRUCTURE

The composition of the Child Care and Early Years' Advisory Table may include members of the Board, members of District municipal councils, and members of the general public.

The Table shall be comprised of the following membership:

- Two Board Members, appointed by the Board
- One municipal Councillor who is not a current member of the TBDSSAB
- Two or three community members (e.g. Parents / Caregivers)
- Two School Board Early Years Leads
- One EarlyON Child and Family provider Representative
- One Child Care provider Representative
- One Indigenous Representative
- One Francophone Representative
- Director, Integrated Social Services Division
- Manager, Child Care and Early Years Program

IMPLEMENTATION / BOARD APPROVAL DATE:

March 15,2017

REVISION DATE(S)(Hskpg 2020Dec14) (Bylaw and Policy updates 2022Feb2) (2023Dec7-Hskpg) 2024Apr29 Hskpg

(Rev04/18)

SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE CCEY ADVISORY TABLE

• One or two front-line staff

The Table shall have a maximum of 16 people and a minimum of 8 people.

Meeting quorum shall be 50% + 1 of the appointed membership.

The Table shall be chaired by the Director – Integrated Social Services.

The Chief Executive Officer shall be an ex-officio member of the Table.

Notice of nominations for the Stakeholders positions will be distributed broadly.

Nominations will be reviewed and selected by the Table Chair in consultation with the Manager and any Board members chosen to sit on the Table.

The Table shall be established for a three-year term.

Continuation of the Table will be at the discretion of the Board at the end of each Term.

Staff resources, as ex-officio members, required to support the work of the table will be determined by the Table Chair, in consultation with the CEO.

FREQUENCY OF MEETINGS

The Child Care and Early Years' Advisory Table will meet on a semi-annual basis or on an exceptional basis as required, at the discretion of the Chair. Meeting dates will be established to meet the information and reporting requirements of the Board and the Ministry of Education.

Meetings will be held at the TBDSSAB main office building, or via e-meeting platforms, at the discretion of the Chair.

Minutes of the Child Care and Early Years' Advisory Table will be recorded and submitted to the Board as a whole for information only.

MANDATE OF THE COMMITTEE

Knowledge

 The Table members shall keep abreast of any significant developments in the Child Care and Early Years' sector.

IMPLEMENTATION / BOARD APPROVAL DATE:

March 15, 2018

REVISION DATE(S): (Hskpg 2020Dec14) (Bylaw and Policy updates 2022Feb2) (2023Dec7-Hskpg) 2024Apr29 Hskpg

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SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE CCEY ADVISORY TABLE

- The Table shall be aware of Ontario Child Care and Early Years' Service System Planning Resource from the Ministry of Education.
- The Table shall be made aware of any service system changes as a result of the service system planning.

Risk Management

 The Table may be advised of any significant issues arising out of the development of the Child Care Early Years' Service System Plan.

Proposals

 The Table may review and provide input on Administration's proposal to the Board regarding the Child Care and Early Years' Service System Plan. The Service System Plan should support the design and improvement of a child care and early years' service system based on the needs, strengths, priorities, and desired outcomes of the community.

Advocacy

• The Table will be apprised of any systemic issues and barriers impacting on the local service system planning. The Table may make recommendations to the Board for advocacy initiatives to address issues and barriers.

Research and Development

- The Table will be kept informed of any stakeholder collaborations being conducted by TBDSSAB Administration to identify areas of strengths and issues and the work to improve on the delivery of Child Care and Early Years Services.
- The Table will review information on research and best practices as it relates to Early Childhood.
- Other matters as delegated to the Table by the Board.

REMUNERATION

The Child Care and Early Years' Advisory Table membership shall not be remunerated for their participation and service on the Table. However, if required, members will be reimbursed for travel, meal and accommodation expenses in accordance with the Board's Remuneration Policy.

IMPLEMENTATION / BOARD APPROVAL DATE:

March 15, 2018

REVISION DATE(S): (Hskpg 2020Dec14) (Bylaw and Policy updates 2022Feb2) (2023Dec7-Hskpg) 2024Apr29 Hskpg

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(Rev04/18)

SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE CCEY ADVISORY TABLE

CONFLICT OF INTEREST

All members of the Child Care and Early Years' Advisory Table are required to declare to the Chair any actual, potential or perceived conflict of interest arising in regard to any matter under discussion by the Table.

CONFIDENTIALITY, COMMUNICATIONS, CONSULTATIONS AND ACCESS TO INFORMATION

Confidentiality, communications and consultation require balancing among the following objectives:

- Providing a confidential forum for open discussion that enables broad consideration of a range of issues and options
- Open communication with the broader child care and early years sector
- Opportunities for broader input and engagement on specific issues to enhance the work undertaken by the Table.

In order to create a climate of open dialogue, members are requested to keep detailed conversations at the Table confidential. However, recognizing the importance of multiple perspectives, participants will be encouraged to discuss the broad themes with relevant contacts in their respective organizations and communities.

There will be issues under consideration of the Table that may benefit from a broader consultation process. Administration will welcome advice from the Table on which issues would benefit from broader consultation. Consultation activities may be led by Administration.

Members agree that materials used to support and facilitate the discussions are working documents, and that their distribution will be limited to the Table membership.

All materials produced by the Table, including research analysis, reports and advice, remain the property of TBDSSAB.

Documents related to the work or support for the Table will be subject to the provisions of the *Freedom of Information and Protection of Privacy Act.*

All Table members will be required to sign a confidentiality agreement.

IMPLEMENTATION / BOARD APPROVAL DATE:

March 15, 2018

(Rev04/18)

REVISION DATE(S): (Hskpg 2020Dec14) (Bylaw and Policy updates 2022Feb2) (2023Dec7-Hskpg) 2024Apr29 Hskpg

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SECTION SUBJECT TERMS OF REFERENCE BOARD - GENERAL CCEY ADVISORY TABLE

RELATED POLICIES AND PROCEDURES

BRD-01:61 Board Members Conflict of Interest

BRD-01:82 Remuneration for Board Members

BRD-01:103 – Board Members, Non-Members of Board Committees and Advisory

Tables Code of Conduct

CS-02:85 Travel and Business Expense

(Rev04/18)

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	SECTION	
POLICY	BOARD – GENERAL	
	SUBJECT	
	TERMS OF REFERENCE - HOMELESSNESS PREVENTION	
	PROGRAM ADVISORY TABLE	

AUTHORITY

Governance & Procedural By-law 03-2021 BRD-01:62 Board Committee and Advisory Tables TBDSSAB Resolution No. 17/46.

INTENT OF POLICY

The purpose of The District of Thunder Bay Social Services Administration Board's (TBDSSAB or the Board) Homelessness Prevention Program (HPP) Advisory Table is to meet in order to review current HPPs and funding allocations and to identify new opportunities to assist the Board in meeting its obligations under the HPP Guidelines and Service Agreement.

The Board Governance and Procedure By-law (Section 14) states that an Advisory Table may be established by the Board to examine, develop, administer, implement, report upon and recommend initiatives and programs of the TBDSSAB within the jurisdiction of the Board.

POLICY

MEMBERSHIP / STRUCTURE

The composition of the HPP Advisory Table may include members of the Board, members of District municipal councils and members of the general public. The Table shall be comprised of the following membership:

- Maximum of two members of the Board, appointed by the Board;
- Maximum of six Stakeholder members comprised of members of District municipal councils and members of the community with broad experience in housing and homelessness;
- Chief Executive Officer (CEO) (ex-officio);
- Director, Integrated Social Services Division;
- Manager, Housing & Homelessness Programs;
- Two additional staff as determined by the CEO.

IMPLEMENTATION / BOARD APPROVAL DATE:

April 20, 2017

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SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE HOMELESSNESS PREVENTION PROGRAM ADVISORY TABLE

The Table shall have a maximum membership of 13 people and a minimum of seven people. Meeting quorum shall be 50% + 1 of the appointed membership. The Table will be chaired by the Director, Integrated Social Services Division.

Notice of nominations for the Stakeholder positions will be distributed broadly. Nominations will be reviewed and selected by the Table Chair in consultation with the CEO and any Board members chosen to sit on the Table.

The Table shall be established for a two-year term (January – December).

Continuation of the Table will be at the discretion of the Board.

Staff resources, as ex-officio members, required to support the work of the table will be determined by the Table Chair in consultation with the CEO.

FREQUENCY OF MEETINGS

The HPP Advisory Table will meet on a semi-annual basis or on an exceptional basis as required, at the discretion of the Chair. Meeting dates will be established to meet the information and reporting requirements of the Board and the HPP. Meetings will be held at the TBDSSAB headquarters or via e-meeting platforms, at the discretion of the Chair.

Minutes of the HPP Advisory Table will be recorded and submitted to the Board as a whole for information only.

MANDATE OF THE COMMITTEE

Knowledge

- The Table members shall keep abreast of any significant developments in the fields of Community Housing, Affordable Housing, Homelessness Prevention and HPP guidelines.
- The Table members shall be aware of TBDSSAB's 10-Year Housing and Homelessness Plan and reference this plan in the context of HPP initiatives.
- The Table shall be made aware of operational and fiscal implications of any new provincial government directives, initiatives, or changes to relevant legislation and regulations.

Risk Management

IMPLEMENTATION / BOARD APPROVAL DATE:

April 20, 2017

REVISION DATE(S): (Hskpg 2017May17 Add Policy) (Hskpg-2018Dec-Titles) (Term amended-2019Jan10)(Hskpg 2020Dec14) (Bylaw and Policy update 2021Feb2) (Hskpg – 2022Apr4) (2023Dec6-Hskpg) Apr29/24 (Hskpg)

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		TBDSSAB #BRD-01:97
SECTION	SUBJECT	
BOARD - GENERAL		FERENCE SS PREVENTION VISORY TABLE

 The Table may be advised of any significant problems arising out of the management of the HPP administered by TBDSSAB and delivered by external organizations.

Proposals

 The Table may review and provide input on Administration's proposals to the Board regarding the use of HPP funding allocations received by TBDSSAB. These proposals may address service gaps or respond to strategic social and affordable housing directions.

Advocacy

 The Table will be apprised of any systemic issues and barriers impacting on the local service delivery system and the availability and accessibility to affordable housing. The Table may make recommendations to the Board for advocacy initiatives to address these issues and barriers.

Research and Development

- The Table will be kept abreast of any stakeholder collaborations being conducted by TBDSSAB staff to identify issues and improve the community housing delivery system service related to the HPP.
- The Table will review information and provide feedback on provincial and federal government homelessness prevention and housing policies, programs, funding and procedures related to the HPP.
- Other matters as delegated to the Table by the Board.

REMUNERATION

The HPP Advisory Table membership shall not be remunerated for their participation and service on the Table in accordance with the Remuneration for Board Members Policy. However, if required, members will be reimbursed for travel, meal and accommodation expenses in accordance with the Travel and Business Expense Policy.

IMPLEMENTATION / BOARD APPROVAL DATE:

April 20, 2017

REVISION DATE(S): (Hskpg 2017May17 Add Policy) (Hskpg-2018Dec-Titles) (Term amended-2019Jan10)(Hskpg 2020Dec14) (Bylaw and Policy update 2021Feb2) (Hskpg – 2022Apr4) (2023Dec6-Hskpg) Apr29/24 (Hskpg)

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SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE HOMELESSNESS PREVENTION PROGRAM ADVISORY TABLE

CONFLICT OF INTEREST

All members of the HPP Advisory Table are required to declare to the Chair any real, potential or perceived conflict of interest arising in regard to any matter under discussion by the Table.

CONFIDENTIALITY, COMMUNICATIONS, CONSULTATIONS AND ACCESS TO INFORMATION

Confidentiality, communications and consultation require balancing among the following objectives:

- Provide a confidential forum for open discussion that enables broad consideration of a range of issues and options.
- Open communication with the broader housing sector concerning community housing and homelessness matters.
- Opportunities for broader input and engagement on specific issues to enhance the work undertaken by the Table.

In order to create a climate of open dialogue, members must keep detailed conversations at the Table confidential. However, recognizing the importance of multiple perspectives, participants will be encouraged to discuss the broad themes with relevant contacts in their respective organizations and communities.

There will be issues under consideration of the Table that may benefit from a broader consultation process. The Board will welcome advice from the Table on which issues would benefit from broader consultation. Consultation activities will be led by TBDSSAB Administration.

Members agree that materials used to support and facilitate the discussions are working documents, and that their distribution will be limited to the Table membership.

All materials produced by the Table, including research analysis, reports and advice, remain the property of TBDSSAB.

Documents related to the work or support for the Table will be subject to the provisions of the Freedom of Information and Protection of Privacy Act and the Municipal Freedom of Information and Protection of Privacy Act.

All Table members will be required to sign a Confidentiality Agreement.

IMPLEMENTATION / BOARD APPROVAL DATE:

April 20, 2017

REVISION DATE(S): (Hskpg 2017May17 Add Policy) (Hskpg-2018Dec-Titles) (Term amended-2019Jan10)(Hskpg 2020Dec14) (Bylaw and Policy update 2021Feb2) (Hskpg – 2022Apr4) (2023Dec6-Hskpg) Apr29/24 (Hskpg)

SECTION	SUBJECT
BOARD - GENERAL	TERMS OF REFERENCE HOMELESSNESS PREVENTION PROGRAM ADVISORY TABLE

RELATED POLICIES AND PROCEDURES

BRD-01:61 Board Members Conflict of Interest

BRD-01:82 Remuneration for Board Members

BRD-01:103 – Board Members, Non-Members of Board Committees and Advisory

Tables Code of Conduct

CS-02:85 Travel and Business Expense

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POLICY	CATEGORY/SECTION	
	BOARD - GENERAL	
	SUBJECT	
	TERMS OF REFERENCE INDIGENOUS	
	ADVISORY TABLE	

AUTHORITY

Governance and Procedural By-law 03-2021 BRD-01:62 Board Committees and Advisory Tables

INTENT OF POLICY

The primary purpose of the Board's Indigenous Advisory Table (The Table) will be to advise on matters identified by the TBDSSAB Board or the Table.

POLICY

Mandate / Scope

The Table shall:

- Research, strategize, and/or advise on matters identified by the TBDSSAB Board or The Table.
- Keep abreast of any significant developments related to TBDSSAB service delivery as it pertains to engagement with Indigenous service recipients and community organizations.
- Receive input from external parties as required to inform the work of the Table.
- Facilitate consultation on priority topics with different audiences, as required and directed by the Board.
- Develop recommendations regarding priority topics as required.
- Report to the Board to identify the Table's recommendations in the form of memos, position papers, or other correspondence.
- The Table does not have authority over staff or operations and must work within the Board's governance mandate and policy framework.

Priorities can be identified by either the Board or the Table. As a Table of the Board, all recommendations put forward by the Table will be presented to the Board of Directors for approval.

Objectives / Deliverables

The following deliverables have been identified for the Table's first term:

 Review and conduct research on priority topics identified by the TBDSSAB Board or Table.

IMPLEMENTATION / BOARD APPROVAL DATE:		PAGE
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CATEGORY/SECTION	SUBJECT
BOARD – GENERAL	TERMS OF REFERENCE INDIGENOUS ADVISORY TABLE

- Assist in developing parameters for consultation and community engagement (e.g.: focus groups), with strategies for when such consultation should be Tableled and Administration-led.
- Facilitate consultation (via focus group, questionnaire, or other means) to identify key priorities for the Table.
- Review and conduct research necessary to make recommendations to the Board
 of Directors about what Indigenous representation on the Board could look like—,
 and suggested approaches to advocacy to the Ministry for changes to the District
 Social Services Administration Board Act.
- Explore knowledge exchange and communication opportunities with similar Boards and audiences interested in pursuing similar representation or advocacy.

Structure

- The Table shall have a minimum of 8 and a maximum of 12 community members in addition to Board and TBDSSAB Administration members.
- The Table shall be Co-Chaired by the Chief Executive Officer (CEO) and a member of the Table.
- The Table will elect the Co-Chair at its first meeting of the year.
- Meeting quorum shall be 50%+1 of the Table membership.
- The Table shall be established for a 2-year term, with consideration for alternating term ends for continuity.
- Continuation of membership will be at the discretion of the Board at the end of each term.
- Staff resources for the Table will be provided as per Policy: BRD-01:62 Board Committees and Advisory Tables.
- Agendas, minutes, and all communication for the Table will be prepared and distributed by the CEO or assigned recording secretary.
- Minutes are prepared and submitted to the Board for timely communication. If submitted in draft form and substantial changes are made upon approval they will be resubmitted to the Board.
- Recommendations are submitted to the Board for consideration via report or memorandum through Administration.

Membership Composition

The Table will be comprised of the following:

Community Stakeholder members, comprised of:

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BOARD – GENERAL	TERMS OF REFERENCE INDIGENOUS ADVISORY TABLE

- Representation from multiple municipalities and communities across the District of Thunder Bay, ideally with some members representing communities outside of Thunder Bay
- Representatives from non-political Indigenous-led community organizations serving the District of Thunder Bay
- Indigenous individuals with past or present involvement with TBDSSAB programs and services, or TBDSSAB-funded organizations serving Indigenous clientele in the District of Thunder Bay
- An Elder or Traditional Knowledge Keeper
- TBDSSAB Board Chair (ex-officio);
- Maximum of two members of the Board, appointed by the Board;
- CEO:
- Staff resources, as ex-officio members, required to support the work of the Table will be determined by the CEO.

Nominations & Selection Process

- Priority will be given to Indigenous people, with cross-representation as identified under 'Membership Composition'. Where the Table has been unsuccessful in recruiting the minimum number of Indigenous nominees, non-Indigenous individuals may be considered.
- Notice of nominations will be distributed widely among Indigenous partner organizations (See list below: "Partner Organizations").
- All identified Partner Organizations are eligible to nominate prospective members, including their own staff, service recipients, or people with lived experience.
- Notice of nominations will also be shared with accredited media as well as online through the appropriate platforms/channels. The contact list(s) for distribution will be maintained by the Office of the CEO.
- Nominations can be submitted by or on behalf of prospective members through the method identified in the recruitment materials.
- Nominations will be reviewed and selected by the CEO in consultation with the appointed Board members to the Table TBDSSAB Board Chair.

Partner Organizations

Notice of nominations for the Table will be distributed broadly to the following partner organizations and audiences:

 Indigenous-Led TBDSSAB-Funded Organizations – Organizations with a mandate to serve Indigenous populations within the District of Thunder Bay, with whom TBDSSAB has funding agreements in place at the time of recruitment.

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BOARD – GENERAL	TERMS OF REFERENCE INDIGENOUS ADVISORY TABLE

- Indigenous-Led Partner Organizations Organizations with a mandate to serve Indigenous populations within the District of Thunder Bay, with whom TBDSSAB does NOT have funding agreements in place.
- Indigenous Friendship Centres in the District of Thunder Bay
- Indigenous Communities Notice of nominations will be shared with Chief and Council of the First Nation communities in the District of Thunder Bay
- Tribal Councils
- Indigenous Advisory Councils representing the District of Thunder Bay (e.g.: City of Thunder Bay Urban Aboriginal Advisory Council)
- Indigenous service recipients / People with Lived and Living Experience (PWLLE) from target demographics (e.g. youth, women, elders).

Frequency of Meetings

The Table will meet on a semi-annual basis or on an exceptional basis as required, at the discretion of the Co-Chairs. Meeting dates will be established to meet the information requirements of the Board. Meetings will be held at the TBDSSAB headquarters or via e-meeting platforms, at the discretion of the Co-Chairs.

Compensation

Membership is on a voluntary basis. Members do not receive compensation for their participation. Members will be reimbursed for travel/expenses incurred to attend meetings. (as per TBDSSAB Travel and Business Expense policy)

Conflict of Interest

All members of the Table are required to declare to the Co-Chair(s) any actual, potential, or perceived conflict of interest arising in regard to any matter under discussion by the Table.

Confidentiality, Communications, Consultations

All Table members will be required to sign a confidentiality agreement.

Confidentiality, communications and consultation will aim for balance among the following objectives:

- Balance of transparency and recognition of the need for confidentiality
- Providing a confidential forum for open discussion that enables broad consideration of a range of issues and options
- Opportunities for broader input and engagement on specific issues to enhance the work undertaken by the Table

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To create a climate of open dialogue, members are requested to keep detailed conversations at the Table confidential. The Table may decide, on a case-by-case basis, to share specific information externally to get feedback.

The Table may advise Administration on which issues would benefit from broader consultation. Consultation activities may be led by Administration or the Table as directed by the Table Co-Chairs.

Members agree that materials used to support and facilitate the discussions are working documents, and that their distribution will be limited to the Table membership.

All materials produced by or for the Table, including statistical analysis, reports and advice, remain the property of TBDSSAB. The First Nations Principles of Ownership, Control, Access, and Possession (OCAP) will be applied to research and data collection activities as deemed appropriate by the Table or Administration.

Documents related to the work or support for the Table will be subject to the provisions of the Freedom of Information and Protection of Privacy Act.

Review of Terms of Reference

The Table will review the Terms of Reference on a bi-annual basis.

RELATED POLICIES

BRD-01:61 Board Members Conflict of Interest

BRD-01:82 Remuneration for Board Members

BRD-01:103 Board Members, Non-Board Members of Board Committees and Advisory

Tables Code of Conduct

CS-02:85 Travel and Business Expense

RELATED PROCEDURES

FORMS

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Our File No.: SSB-10

Memorandum

Date: November 30, 2025

To: Members of the Board

From: Ken Ranta, Chief Executive Officer

Subject: Proposed 2026 Board Meeting Dates and 2027 Inaugural Meeting Date

As per the Governance and Procedural By-law, the Board is to confirm the schedule for the 2026 Board Meeting dates and the 2027 Inaugural Board Meeting date at the January 15, 2026 Board Meeting and a resolution will be presented for consideration at that meeting.

In order to provide the Board with the opportunity to review and discuss the 2026 Board Meeting dates and the 2027 Inaugural meeting date being proposed by Administration prior to confirmation, the proposed dates are being provided at the December 11, 2025 Board Meeting. Board Meetings are scheduled to start at 10:00 a.m. and continue until 3:00 p.m. to allow enough time to complete Board Business.

Administration has reviewed the schedules for Annual General Meeting and conference dates currently available from the Thunder Bay District Municipal League, Northwestern Ontario Municipal Association, Northern Ontario Service Deliverers' Association, Rural Ontario Municipal Association, Ontario Municipal Social Services Association, Association of Municipalities of Ontario, Thunder Bay Police Service Board and Thunder Bay District Health Unit to limit conflicts in schedules of Board Members.

The following dates are put forward for review and information:

February 19, March 19, April 16, May 21, June 18, July 16, September 17, October 15, November 19, December 10, 2026 and January 14, 2027.

Sincerely,

Ken Ranta

Chief Executive Officer

KR/gf