

Report

Report to:	Mayor and Council
Date:	April 12, 2022
Title:	Streamline Development Approval Funding

Recommendation(s)

1. That Council endorse the proposed measures contained within report PBD-2022-29 to implement the Streamline Development Approval Funding;
2. That Council approve any costs incurred beyond the initial \$500,000 Provincial advance from the Province be funded Capital Special Purpose Reserves until the final Provincial installment payment of up to \$500,000 is received;
3. That Council approve a 2022 Capital Budget amendment, as outlined in Appendix 3, to include this project valued at \$1,000,000 funded by the Streamlined Development Approval funding;
4. That \$85,000 for estimated annual licensing, support and maintenance costs be referred to the 2023 operating budget process, to be funded through an allocation of property tax levy and/or building user fees; and further
5. That Council authorize the CAO approval authority for any time sensitive matters through single sourced allocations of the Streamline Development Approval Funds up to \$1 million in accordance with the program outlined within PBD-2022-29.

Executive Summary

On February 25, 2022, the Ministry of Municipal Affairs and Housing advised the City of Niagara Falls that we are eligible for up to \$1 million in funding to implement initiatives that assist in streamlining the development approval process.

Staff recommend that the Streamline Development Approval Fund be utilized to invest in Process Improvements, Technology Improvements and Human Resources. The staff recommendations in this report directly implement the funding criteria of the Province. The funding requirements of the Province must be fulfilled by February 28, 2023.

To meet the funding deadlines, staff are requesting that the CAO be given the authority to single source and negotiate the needed technological and process improvement resources to complete this work within the allocated timeframe.

The City has received the first payment from the Province of \$500,000 and the remaining funding will be provided at the end of the work program after the Province has accepted the final report back. In order to fund the entire program staff are requesting that the Council fund the remaining \$500,000 through the reserves until the final payment is received from the Province.

Background

On March 4, 2022, the Minister of Municipal Affairs and Housing advised the City of Niagara Falls that they have signed the transfer payment agreement to fund up to \$1 million dollars to implement initiatives that assist in streamlining the development approval process. The categories that would qualify for the funding are paraphrased below:

1. Procuring consulting or fee for service resources:
 - to identify and implement efficient processes;
 - to prepare changes to zoning by-laws to accommodate new housing development as-of-right;
 - to Implement a Community Planning permit system with a housing component;
 - to review Council's decision making process related to development approvals;
 - to develop Community Improvement Plans that include housing incentives; and,
 - to undertake studies to support new housing types.
2. Implement e-permitting systems or online "Manage My application" systems;
3. Implement systems that enable the use of online application forms and study submissions;
4. Develop online application guides to assist applicants;
5. Implement online booking and web meeting systems for preconsultation and planning meetings;
6. Purchase data/application management workflow software, digital drawing software or 3D tools.
7. Purchasing software or hardware to improve efficiency in handling payments related to development approvals;
8. Standardize terminology, application process and data requirements as well as developing terms of reference to improve customer experience;
9. Hiring temporary staff to deal with backlogs related to development approvals;
10. Implement diversity internship programs;
11. Other initiatives to streamline the development approvals process with written approval from the Province.

The full transfer payment document including the categories and other criteria such as the implementation deadline of February 28, 2023 are attached as **Appendix "1"**.

Analysis

Staff have reviewed the categories and are recommending the three most needed areas of improvement to expedite development approvals. These areas include 6 of the 11 categories as detailed by the Province.

The three areas of improvement are:

Technology Improvements to improve efficiency and customer service (Provincial Categories # 2, #3, #6 and #7)

Staff are targeting technological improvements to permit the electronic submission and monitoring of planning and building applications including study submissions online, to allow booking of inspections on-line, to accept payments on-line, to permit digital drawing review and to allow for processing and commenting in a central portal. Staff are estimating \$800,000 for this work based on preliminary estimates.

New software implementation will save the applicant time and money whereby the applicant will no longer need to print numerous copies of plans and documents and drop them off at City Hall for submission. In addition, this will ensure customers can book inspections, apply for planning applications, check the status of their application etc. online, creating better customer service and cost savings long term.

Human Resources to improve timeliness of applications (Provincial Category #9)

Staff are recommending additional staffing on a temporary basis to assist the department in the implementation of the technology system and to assist in dealing with a backlog of development applications. Staff are estimating \$150,000 for this work. Staff are recommending the immediate recruitment of the following positions for one-year contracts (in order of greatest need):

- Junior Planning/Zoning Technician
- Planner
- Student positions if additional funding remains

Process Improvements to determine bottlenecks or issues in the process- (Provincial category #1)

Staff are recommending that a consultant undertake a processing mapping exercise of the Committee of Adjustment and Site Plan approval processes from initial pre-consultation application to final approval and the Subdivision process from initial pre-consultation application to building permit approval. This exercise will include a step by step process review to identify any bottlenecks or needed improvements, interviews with applicants who have been through the City of Niagara Falls process,

as well as a benchmarking exercise to compare similar two tier municipalities. This work is estimated at \$50,000.

A work program has been attached as **Appendix "2"** which outlines how the City will accomplish the goals to implement the three areas noted above within the allocated timeframe. The final payment by the Province requires that the City report back to the Province by February 28, 2023 once the project is complete to demonstrate how the measures taken assisted in streamlining the development approval process.

Some items such as the technological improvements and the process improvements will require time to complete and as such may need to be sole sourced to meet the required deadline. The City does have a procurement policy on single and sole source justification guidelines which can be met in these instances as the technological improvements and the process improvements are a situation of urgency where the goods or services cannot be obtained in time by an open purchasing process. Staff through this report are requesting that the CAO be given approval authority to single source any funding up to 1 million to negotiate and procure the necessary items or consultants to achieve the work in a timely fashion.

Operational Implications and Risk Analysis

Staffing resources during this implementation phase of the e-permitting and online portal may be strained. Some of the human resources to be added will assist in minimizing these impacts.

Financial Implications/Budget Impact

The Streamline Development Approval fund monies will cover the initial cost of this program for one year. A budget sheet has been prepared and is attached as **Appendix "3"**. This sheet includes funding of 1 million plus the cost of the maintenance for the software program on an annual basis (approximately \$85,000). Additional human resources may be necessary year over year to ensure good service delivery but this will be assessed through the process improvement review.

Strategic/Departmental Alignment

The proposed funding allocation for Streamline Development approval is in line with the Council's 2018-2022 strategic plan.

Contributor(s)

Sam Valeo, Director and Chief Building Official
James Dowling, Manager of Capital Accounting
Dave Butyniec, Manager of Procurement

List of Attachments

[Appendix 1 Streamline Development Approval Fund TPA](#)

[Appendix 2 Streamline Development Approval Fund Work Program](#)
[Appendix 3 Capital Budget Amendment - Streamline Development Approvals](#)

Written by:

Kira Dolch, Director of Planning, Building & Development

Submitted by:

Jason Burgess, CAO

Status:

Approved
- 05 Apr
2022

APPENDIX 1

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 25th day of February, 2022

B E T W E E N :

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

(the "Province")

- and -

Corporation of the City of Niagara Falls

(the "Recipient")

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

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

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. The Recipient acknowledges that:

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

- SIGNATURE PAGE FOLLOWS -

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

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

25 Feb 2022

Date



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

Corporation of the City of Niagara Falls

Feb 8, 2022

Date

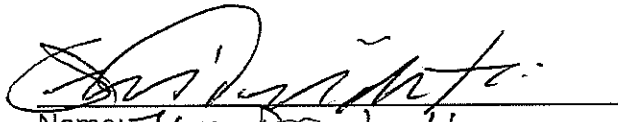


Name: Jason Burgess
Title: Chief Administrative Officer (CAO)

I have authority to bind the Recipient.

Feb 8, 2022

Date



Name: Jim Brodeur
Title: Mayor

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

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

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

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

Effective Date and ending on the following March 31; and

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

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

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

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

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

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

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

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

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

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

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

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

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

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

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

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

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

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
 - (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
 - (a) inspect and copy any records and documents referred to in section A7.3; and
 - (b) remove any copies the Province makes pursuant to section A7.5(a).
- A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:
 - (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) assisting the Province to copy records and documents;
 - (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (d) carrying out any other activities the Province requests.
- A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.
- A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

A9.0 INDEMNITY

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

A10.0 INSURANCE

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

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

A10.2 Proof of Insurance. The Recipient will:

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

A11.0 TERMINATION ON NOTICE

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

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

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

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

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

- (i) carry out the Project;

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

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

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

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

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

(b) the Notice Period.

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

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

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

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

A13.0 FUNDS AT THE END OF A FUNDING YEAR

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

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

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

excess Funds.

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

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

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

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

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

A20.0 INDEPENDENT PARTIES

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

actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

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

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

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

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

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

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

A27.0 SURVIVAL

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

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	Up to \$1,000,000
Expiry Date	March 31, 2023
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Brenda Vloet</p> <p>Position: Manager, Municipal Programs and Outreach Unit</p> <p>Address: 777 Bay Street, Toronto, Ontario M7A 2J3, 16th Floor</p> <p>Email: Brenda.Vloet@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Director of Planning, Building & Development</p> <p>Address: 4310 Queen St. Niagara Falls ON L2E 6X5</p> <p>Fax: 905 356 2354</p> <p>Email: Kdolich@niagarafalls.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Acting Director of Finance</p> <p>Address: 4310 Queen St. Niagara Falls ON L2E 6X5</p> <p>Fax: 905 356 0759</p> <p>Email: jlequens@niagarafalls.ca</p>

Additional Provisions:

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

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

SCHEDULE "C"
PROJECT

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

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

SCHEDULE "D"
BUDGET

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

SCHEDULE "E"
PAYMENT PLAN

Milestone	Scheduled Payment
<ul style="list-style-type: none">• Execution of Agreement	Initial payment of \$500,000 made to recipient no more than thirty (30) days after the execution of the Agreement
<ul style="list-style-type: none">• Submission of the Interim Report Back	Interim payment made to the Recipient no more than thirty (30) days after the Province's approval of the Interim Report Back, for costs incurred and submitted as part of the interim Report Back that exceed the initial payment
<ul style="list-style-type: none">• Submission of Final Report Back to the Province	Final payment of up to \$500,000 made to the Recipient no more than thirty (30) days after the Province's approval of the Final Report Back for costs incurred and submitted as part of the Final Report Back that exceed the initial and interim payments.

SCHEDULE "F" REPORTS

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

1. Interim Report Back

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

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

2. Final Report Back

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

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

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

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

APPENDIX 2

Workplans

Technology Improvements

- 1. Project Start and Kick off- Feb.25/2022**
Establish project approach
- 2. Technological parameters - March 1 and 2, 2022**
Department Design parameters established to ensure all needs can be achieved prior by potential vendors.
- 3. Interviews and Review of program and costing proposals -March 2022**
Assess software being used by other area municipalities
- 4. Prepare Request to Council for Project and Sole Source approval-April 12. 2022**
Prepare a report to Council to award contract due to time constraints
- 5. Prepare Interim Report Back -April 21, 2022**
Report back using template
Forward report to the Province of Ontario
- 6. Award of Contract-May 2022**
Contract Signed and Awarded to successful vendor
- 7. Kick off meeting with software consultant- May 2022**
Consultant provides staff with implementation plan and needed resources
Consultant to provide steps in implementation
- 8. Implement the software program- June 2022- January 31, 2023**
Installation, training and issue management
- 9. Prepare final report back -Feb 28, 2023**
Prepare final report about project completion with cost savings or outcomes of the project and the measures or actions expected to be achieved.
Forward report to the Province of Ontario

Human Resources

- 1. Junior Zoning Technician- Immediate**
- 2. Planner-Immediate**
- 3. Student Positions if enough funding remaining-
May-September and September -January 2023**

Process Improvements

- 1. Project Kickoff -March 2022**
- 2. Review of proposal and costing-April 2022**
- 3. Award of Contract-April 2022**
- 4. Benchmarking Exercise-April 2022**
- 5. Staff process mapping exercise-April/May 2022**
- 6. Developers Interviews May/June**
- 7. Final Report July 2022**
- 8. Implementation of recommendations August
2022-Jan 2023**

APPENDIX 3



Capital Budget Worksheet 2022

Requesting Department:	Building and Planning	2022 Budget Request:	\$ 1,000,000
Division:	Building	Pre-2022 Approved:	\$ -
Project Name:	Streamline Development Approval Project	Forecast 2023+:	\$ -
Project Type:	Single Year Project	Total Project Cost:	\$ 1,000,000
Asset Type:	New	Project Start Date:	25-Feb-22
Project Priority/Need:	High	Estimated End Date:	23-Feb-23
		Project ID#:	NEW

Project Description: Implementation of the "Streamline Development Approval Funding" to streamline development approval processes via process improvements, technology improvements and human resource investments.

Business Case: On March 4, 2022 the Minister of Municipal Affairs and Housing advised the City of Niagara Falls of the acceptance of their funding request for up to \$1 million in funding to implement initiatives that assist in streamlining the development approval process. The funding must be fulfilled by February 23, 2023. Staff is recommending the three most needed areas of improvement to expedite development approvals.

1. Technology Improvements to improve efficiency and customer service
Allow booking of inspections on-line, software to permit digital drawing review and to allow for processing and commenting in a central portal.
2. Human Resources to improve timeliness of applications
Temporary staffing to assist department turning the implementation of the technology system and to assist in improvement to speed up development applications.
3. Process Improvements to determine where there may be bottlenecks in the system.
Consultant to undertake a processing mapping exercise of all the Committee of Adjustment, Site Plan development approval processes from initial application consideration to final approval and the Subdivision process from initial application consideration to building permit approval.

Estimated Project Timeline (DD-MMM-YY):	Design/Planning	Planned Procurement Date	Contract Award or Order	Construction Start	Construction End or Delivery
	25-Feb-22	12-Apr-22	31-May-22	1-Jun-22	23-Feb-23

How does this tie into the Strategic Plan? Project is in line with the Council's 2018-2022 strategic plan.

Development Related: ☐ Yes ☒ In DC Background Study? ☐ No **Year** **% DC**

External Funding: ☐ Yes ☒ Is The Funding Confirmed? ☐ Yes ☒ Funding Source MMAH Grant

Support For Request: ☐ Budgetary Estimate ☒ Please attach supporting documentation

Impact on Operating Budget: Annual licensing, support and maintenance costs will create an operating impact once of approximately \$85,000 once fully implemented.
(eg. Debt Charges)
(Include +/- \$ amount)