



Finance, Administration and Operations Committee

Tuesday, March 19, 2013, 4:15 pm.
City Hall, Council Chambers

Committee Members

Councillor D. LeSueur,
Chair
Councillor D. Beatty
Councillor L. Bursey
Councillor J. Earle
Councillor J. Fullarton
Mayor D. Henderson,
Ex-Officio

Areas of Responsibility:

Clerk's Office
Environmental Services
Finance Department
Fire Department
Human Resources Dept.
Operations Department
Airport Commission
Arena Advisory Board
Brockville Municipal
Accessibility Advisory
Committee (BMAAC)

CRCA
Cemetery
Health Unit
Joint Services Committee
PLMG
Police Services Board
Safe Communities Coalition
St. Lawrence Lodge
Management Board
Volunteer Awards

All legal matters [excepting
the purchase and sale of
land]

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AGENDA

DISCLOSURE OF INTEREST

DELEGATION(S) AND PRESENTATION(S)

1. Sustainability Plan Review
Youth Advisory Committee

Councillor Bursey and members of the Youth Advisory Committee will present a brief overview of their report.

2. Brockville Railway Tunnel Committee

Mr. Doug Grant and Ms. Linda Eyre will address the Committee to provide a brief overview of the BRTC actions and will speak to the motion to add the tunnel project to the 10 year capital budget.

CORRESPONDENCE

- 7 - 10 1. Sustainability Plan Review
Youth Advisory Committee

THAT the Sustainability Plan Review as prepared by the Youth Advisory Committee be received.

STAFF REPORTS

- 11 - 17 1. 2013-031-03
Tall Ships Festival
June 14 - 16, 2013

THAT Council grant the use of Centeen Park, Reynolds Park, Blockhouse Island and Hardy/Centennial Park to stage Tall Ships Festival 2013, Friday, June 14, 2013 at 6 a.m. to Sunday, June 16, 2013 at 8 p.m.;

THAT the Tall Ships Festival Committee is to supply maps and site layouts to the Operations Department, with amendments and updates when required;

THAT no vendors be permitted to operate on City property south of King Street between Ford Street and Kincaid Street from Friday, June 14, 2013 at 12 noon until Sunday, June 16, 2013 at 8 p.m. without prior arrangement with the Tall Ships Festival Committee;

THAT Tall Ships Festival 2013 be permitted to operate up to 10 (ten) food concessions in the authorized City waterfront parks from Friday, June 14, 2013 at 12 noon until Sunday, June 16, 2013 at 8 p.m., with the sale of ice cream by food concessions on Blockhouse Island being prohibited;

THAT Market Street West be made available for the Farmer's Market from 6 a.m. to 1 p.m. on June 15, 2013;

THAT no persons with bicycles, rollerblades or skateboards be permitted to enter Centeen Park, Reynolds Park, Armagh St. Price Park/Blockhouse Island or Hardy Park during Tall Ships Festival 2013 from Friday, June 14, 2013 at 5 p.m. until Sunday, June 16, 2013 at 8 p.m. Dogs are permitted but must be on a leash at all times.

THAT the Tall Ships Festival Committee be permitted to fly Pirate Flags on the flag poles at Highway # 401, Interchange/Exit 696 entrance to Brockville;

THAT the following street closures be authorized:

THAT Water Street from Ford Street to Broad Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Park Street south of Water Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Ferry Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Blockhouse Island be closed to all traffic excluding City of Brockville harbour staff, canteen operator/staff, tour boat operator/staff, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT the south lane of Water Street from Broad Street to Kincaid Street be closed to traffic from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Broad Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Flint Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT St. Andrew Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Apple Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Ernie Fox Quay be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Home Street south of Water Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.; and

THAT Kincaid Street south of Water Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT the following public parking lot/space closures be authorized from Friday, June 14, 2013 at 6 a.m. to Sunday, June 16 2013 at 8 p.m.:

- *Park Street, parking spaces south of Water Street*
- *Water Street Parking Lot including parking spaces located on east side of Blockhouse Island Parkway*
- *Blockhouse Island Parkway parking spaces with the exception of those parking spaces designated for harbour staff, canteen operator/staff and tour boat operator/staff*
- *Market St. West Parking Lot*
- *Ernie Fox Quay parking spaces*
- *Home St. parking spaces located on the west side of Home St. south of Water St.*

THAT the Home Street boat ramp be closed from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.; and

THAT Tall Ships Festival 2013 be granted permission to provide their own personnel/volunteers to administer and control the above-noted street closures and intersections within the street closure areas. Barricades are to be manned by Tall Ships Festival personnel/volunteers. City staff will do initial placement and set-up of barricades.

18 - 23 2. 2013-033-03
Request for No Parking
Strowger Boulevard

THAT the no parking zone on the east side of Strowger Boulevard from Havelock Street to Central Avenue West be removed; and

THAT the no parking zone on the east side of Strowger Boulevard from Havelock Street to 62.0 metres southerly be removed; and

THAT the no parking zone on the east side of Strowger Boulevard from Hubbell Street to 91.0 metres northerly be removed; and

THAT a no parking zone be created on the east side of Strowger Boulevard from Hubbell Street to Central Avenue West; and

THAT By-law 119-89 be amended accordingly.

3. 2013-034-03
Operation of City-Owned Food Service Facilities

THAT the proposal from Andrew Neeteson for the Operation of City-Owned Food Service Facilities from May 1, 2013 to April 30, 2018 be accepted; and

THAT Committee and Council indicate whether a licensed patio at the J.A.C. Auld Harbour Services Building would be permitted.

- 24 - 25 4. 2013-035-03
Request for Stop Sign Steacy Gardens

THAT a stop sign be erected on Steacy Gardens in the northerly direction at the intersection of Liston Avenue; and

THAT By-law 21-90 be amended accordingly.

- 26 - 29 5. 2013-036-03
2012 Council Remuneration & Expenses
File: F09-03

THAT Council receive the Treasurer's Report on 2012 Remuneration and Expenses for Members of Council and Board Members appointed by the City (Attachment 1 to Report #2013-036-03).

- 30 - 73 6. 2013-038-03
Long-Term Care Home
Service Accountability Agreement
St. Lawrence Lodge

THAT the Mayor and City Clerk be authorized to execute the Long-Term Care Home Service Accountability Agreement between the South East Local Health Integration Network and the United Counties of Leeds & Grenville, the City of Brockville, the Town of Gananoque and the Town of Prescott in respect of St. Lawrence Lodge; and

THAT the necessary by-law be enacted.

- 74 - 79 7. 2013-037-03
Council Remuneration
One-Third Tax Free Allowance

THAT Council pass a resolution under the authority of Section 283 of the current Municipal Act, deeming one-third of Council remuneration shall continue as expenses incident to the discharge of Council; and

THAT the necessary by-laws be enacted.

- 80 - 84 8. 2013-039-03
Request for Re-naming of a portion of Broad Street
"John Ross Matheson Circle"
50 Years of Our Flag Committee

THAT Staff Report No. 2013-039-03, Request for re-naming of a portion of Broad Street "John Ross Matheson Circle" be received.

NEW BUSINESS

1. Capital Funding of Brockville Railway Tunnel Project
(Councillor LeSueur)

THAT Brockville City Council support the Brockville Railway Tunnel Project Concept; and

THAT this project be added to the City of Brockville's Capital and 10 year priority plan; and

THAT a contribution to the Brockville Railway Tunnel reserve fund of \$75,000 per year over 4 years starting in 2014 be brought forth.

FAO - CONSENT AGENDA

ADJOURNMENT

THAT the Finance, Administration and Operations Committee adjourn its meeting until the next regular meeting scheduled for April 10, 2013. (Please note date change)

March 2013

Sustainability Plan Review
Brockville Youth Advisory Committee
Compiled By: Leigh Bursey
Sections By: David Patterson, Mitch Clark, Talia Allnutt, Jenn Hodgson,
and Leigh Bursey

In the late months of 2012, the Brockville Youth Advisory Committee voted to review the Brockville Community Sustainability Plan, with the intention of highlighting strategic elements that we feel need improvement and enhancing, or deserve to be showcased for their importance. Over the coming month, the committee took on specific sections, explaining in great details our findings with the intention of submitting this report to Brockville City Council for information purposes.

It is our opinion that youth are major pillars of sustainability and sustainability policy. After all, it is us who will inherit the benefits and shortcomings of decisions made today. Please find a section by section analysis to follow. We hope you find this informative and worthwhile.

In section 1.1 we would argue that “being sustainable” DOES sometimes require fundamental lifestyle changes. (i.e. consider the lack of a Rec. Department). The absence of a recreation department came up repeatedly in our Youth Friendly Community Designation application process. As recreation items remain on our capital plan, this department’s need and validity will continue to come into question.

If we consider some of the “drivers of sustainability” addressed in 1.2, it seems that many would in fact require lifestyle changes and/or policies that differ from “community values” at the present.

Section 2 outlines the approach taken to develop the Sustainability Plan. It was outlined that a Community Sustainability Strategy was to be incorporated into the Foundation Report, a background document for the Official Plan. However, it was eventually prepared as a separate Sustainability Plan. We feel this was an important step, as sustainability is not a background issue and should be on the forefront of any community discussion.

Section 2.2 identifies the 5 main steps in preparing the Sustainability Plan; Consultation, Inventory, Gaps Analysis, Program Development, and Implementation. These steps provide a great framework for building a plan. We are glad that a solid foundation was set in place, and it appears that it allowed for a constant monitoring during the development of the plan.

March 2013

In regards to section 3, (which provides an overview of the public engagement and community consultation) we are glad to see a large amount of consultation took place, dating back to early 2009. We are very pleased to hear comments on the Sustainability Plan as stressing the importance of reducing energy dependence, seeking alternative energy sources, promote active transportation, and reducing our impacts on climate change. Hopefully these issues continue be top priority for council.

Having the Sustainability Plan displayed at the City's annual Trade show in 2010, and again at a public workshop in June 2012, was a good way to get the information to the community; however, we would have liked to have seen more targeting of youth. Sustainability does, of course, include retaining our youth in the community. Youth retention was an issue identified in our Brockville and Area Youth Survey Report, and we feel this should not be overlooked.

Section 4 outlines the goals and objectives for sustainability pertaining to Natural Environment, Economy, Services and Amenities and Community and People. In the end, it combines these goals and objectives with the City, Private and Community Initiatives in place to reach said goals, and highlights the gaps which need improvement for us to be able to reach and exceed our sustainability goals.

We are encouraged by the entire idea of green jobs. Visions of planting trees and gardening for buildings downtown, as well as becoming more commercially and industrially environmental are all things that this Youth Advisory Committee supports. We need Brockville to become green and more organically friendly! In terms of creating jobs for area youth, it might be worth encouraging volunteers (children, youth) working with arborists to garden around the city. We also believe in the Immigrant Investment Mission. We support more ethnic outreach, and we should strive to encourage more ethnically diverse shopping options (much like Loblaws in Kingston).

Gaps in Natural Environment are local food, municipal carbon footprint and education and awareness programs relating to the environment and sustainability. Gaps in Economy include environmental and green technology investment, participation in community improvement programs and encouraging a stable economic base. There were 2 gaps identified in Services and Amenities: a need for more interconnected active and multi-modal transportation options and strengthening of the public transit system in Brockville. Lastly, the analysis of Community and People found that "the City has undertaken a significant number of initiatives with respect to family recruitment and attracting immigrants. The City understands that population and employment diversification depends largely on attracting new skilled residents to the City. It was determined that the City should consider enhancing and expanding existing programs to deal with diversification."

Not only is the Sustainability Plan a direct concern of our cities youth, but we firmly believe that we need to be accountable for the future state of our city and not only make an effort to maintain it, but encourage others to do so as well.

March 2013

In regards to section 5.1.1, entitled Sustainable Community Improvement Plan, there are many worthwhile and uniquely positive recommendations in place that we in the Brockville Youth Advisory Committee would like to comment on, and pledge our support for. For starters, we would like to remind council of the recommendation of the "Sustainable Community Improvement Plan" which would supposedly recreate a CIP plan that would "help to achieve sustainability goals of the City of Brockville." We are aware that council has vouched its support for the renewal and re-energization of the pre-existing Community Improvement Plan, but moving forward we would encourage our council to take a closer look at other proposed policy adjustments outside of the Facade Improvement Grant Program.

The idea of these plans existing "to construct, repair, rehabilitate or improve buildings on land acquired or held by it in conformity with the community improvement plan (section 28(6))," is noble and necessary in many regards. We would encourage council to ensure that the provision of "energy efficient uses, buildings, structures, works, improvements, or facilities" still remain a priority of these plans. Environmental site assessment and environmental remediation are already considered highly necessary elements of each planning project and legislatively mandated in most cases, but the idea of enhancing these plans to be the most energy efficient possible is tremendously important moving forward.

The City of Brockville Environmental Remediation Tax Cancellation Assistance Program, which aims to "provide incentives in the form of property tax cancellation for eligible properties as an incentive for environmental rehabilitation," as long as this remains conditional and with expiration, appears to be a valid and inventive idea which if utilized effectively can make short term sacrifices worthwhile for long-time gains.

The Sustainable Innovation Grant Program is also a very progressive concept. Offering grants to eligible applicants for "the completion of studies to determine feasibility of or support to green employment uses, green energy building retrofit or development of renewable energy programs" are all marquee ideas. Keeping in mind that financial sustainability is equally important at this time in Ontario's economy, we can accept and understand how these policies can create sincere challenges for a municipal council for a city this size. Ideally, this program would lead the way not only to innovation in our local economy and savings for our job creators, but may actually lead to short-term and long-term employment options for many as the green economy continues to push forward. The same could be said about the proposed Energy Efficiency Retrofit and Building Code Compliance Grant Program, which aims to "offer grants to improve the overall energy efficiency of a building, with the intent being to promote adaptive reuse of heritage buildings and to support long-term maintenance and sustainability."

As for section 5.1.2, the Brockville Youth Advisory Committee stands behind the implementation of a City Energy Plan, as major municipalities across the province have implemented or are working towards effective Community Energy Plans of a greater capacity, from aboriginal communities, to Guelph and Wellington, and a variety of communities outside of Ontario. We need a comprehensive document that helps us to

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"coordinate current and future energy needs, promote renewable energy projects, encourage retrofits in the community," among many other needs.

We also encourage further examination of section 5.1.3, entitled Energy Retrofit Program. The city has already made great strides in the use of solar panel technology, and is implementing a number of green retrofit long-term cost-savings projects in the 2013 budget, such as window replacements. But there is much work to be done in this department still. And as long as provincial legislation generously rewards solar retrofits, we should aim to take advantage of these revenue streams. What we should be asking is if we as a city could be applying for projects like Natural Resources Canada ecoEnergy Retrofit Incentive for Buildings to help off-set the initial costing of new windows, and projects of that nature. It is our opinion that continued maintenance and continued undertaking of energy audits of all municipal facilities will generate cost savings over time, and should remain a high priority for city staff.

In regards to section 5.1.5 on a Transportation Master Plan, the desire to see this project implemented continues to be argued passionately on the council floor. And we believe that this report does merit consideration moving forward, as transportation demand management, intercity transportation concerns, and public transportation use-age have been highlighted endlessly in projects that we have taken part in and feedback that we have invited for much of our tenure as a committee.

As for section 5.1.6 on Local Food Strategy, we have no recommendations. But we are curious as to what type of economic impact a local food strategy could create. This is a complete unknown to us, and would take some considerable efforts to implement effectively. It does merit conversation, even if it is not a current priority. We find this report does not accurately highlight the possible economic stimulus impacts of a local food strategy.

Section 6 highlights directly that "the actions provided in this report identify strategies for immediate implementation that will not only work towards sustainability, but will also create jobs and provide investment into green industries." Documents of this nature are tremendous first steps, and we would like to commend Brockville City Council and all participating staff and citizens for helping to initiate this process. That said the next steps towards implementation will be what matters most.

We hope you have found this report satisfactory, and applaud you for this very important step forward at a very important time. Should you have any comments or concerns, we would be happy to respond. We look forward to seeing what steps the city will be making towards greater sustainability.

08MAR2013

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – MARCH 19, 2013

**2013-031-03
TALL SHIPS FESTIVAL
June 14 – 16, 2013**

**D.C. PAUL
DIRECTOR OF ECONOMIC DEVELOPMENT
C.J. COSGROVE, P.ENG.
DIRECTOR OF OPERATIONS**

RECOMMENDATION

THAT Council grant the use of Centeen Park, Reynolds Park, Blockhouse Island and Hardy/Centennial Park to stage Tall Ships Festival 2013, Friday, June 14, 2013 at 6 a.m. to Sunday, June 16, 2013 at 8 p.m.;

THAT the Tall Ships Festival Committee is to supply maps and site layouts to the Operations Department, with amendments and updates when required;

THAT no vendors be permitted to operate on City property south of King Street between Ford Street and Kincaid Street from Friday, June 14, 2013 at 12 noon until Sunday, June 16, 2013 at 8 p.m. without prior arrangement with the Tall Ships Festival Committee;

THAT Tall Ships Festival 2013 be permitted to operate up to 10 (ten) food concessions in the authorized City waterfront parks from Friday, June 14, 2013 at 12 noon until Sunday, June 16, 2013 at 8 p.m., with the sale of ice cream by food concessions on Blockhouse Island being prohibited;

THAT Market Street West be made available for the Farmer's Market from 6 a.m. to 1 p.m. on June 15, 2013;

THAT no persons with bicycles, rollerblades or skateboards be permitted to enter Centeen Park, Reynolds Park, Armagh St. Price Park/Blockhouse Island or Hardy Park during Tall Ships Festival 2013 from Friday, June 14, 2013 at 5 p.m. until Sunday, June 16, 2013 at 8 p.m. Dogs are permitted but must be on a leash at all times.

THAT the Tall Ships Festival Committee be permitted to fly Pirate Flags on the flag poles at Highway # 401, Interchange/Exit 696 entrance to Brockville;

THAT the following street closures be authorized:

THAT Water Street from Ford Street to Broad Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Park Street south of Water Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Ferry Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT Blockhouse Island be closed to all traffic excluding City of Brockville harbour staff, canteen operator/staff, tour boat operator/staff, service and emergency vehicles from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.;

THAT the south lane of Water Street from Broad Street to Kincaid Street be closed to traffic from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Broad Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Flint Street be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT St. Andrew Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Apple Street south of Water St. be closed to traffic excluding residents, service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Ernie Fox Quay be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT Home Street south of Water Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.; and

THAT Kincaid Street south of Water Street be closed to traffic excluding service and emergency vehicles from June 14, 2013 at 12 noon to June 16, 2013 at 8 p.m.;

THAT the following public parking lot/space closures be authorized from Friday, June 14, 2013 at 6 a.m. to Sunday, June 16 2013 at 8 p.m.:

- Park Street, parking spaces south of Water Street
- Water Street Parking Lot including parking spaces located on east side of Blockhouse Island Parkway
- Blockhouse Island Parkway parking spaces with the exception of those parking spaces designated for harbour staff, canteen operator/staff and tour boat operator/staff
- Market St. West Parking Lot
- Ernie Fox Quay parking spaces
- Home St. parking spaces located on the west side of Home St. south of Water St.

THAT the Home Street boat ramp be closed from June 14, 2013 at 6 a.m. to June 16, 2013 at 8 p.m.; and

THAT Tall Ships Festival 2013 be granted permission to provide their own personnel/volunteers to administer and control the above-noted street closures and intersections within the street closure areas. Barricades are to be manned by Tall Ships Festival personnel/volunteers. City staff will do initial placement and set-up of barricades.

PURPOSE

To obtain Council approval for the inaugural Tall Ships Festival, June 14 – 16, 2013.

ORIGIN/BACKGROUND

Tall Ships Festival is a City of Brockville initiative spearheaded by Dave Paul, Director of Economic Development, with various committee chairs including logistics, programming/entertainment, corporate fundraising, marketing/communications and captain/crew hosting. With the dissolution of Riverfest, organizers felt the City of Brockville was in need of a summer festival for residents and their families and that the festival would be an excellent venue to draw visitors to Brockville.

ANALYSIS

The Tall Ships Festival is a three day event running, June 14 – 16, 2013. The main attraction is the thirteen tall ships that will converge on Brockville's waterfront, mooring from Centeen Park to Hardy Park. The ships will arrive and congregate at 3 p.m. on June 14th east of Three Sisters Islands and at 4 p.m. will sweep the waterfront in a Parade of Sail before navigating to their designated mooring spots. The ships will remain in Brockville until their departure on Monday morning. Attendance to the festival and all land activities will be free of charge. Fees will apply to water-borne activities (deck tours, sailing tours and dinner charters). Saturday night, June 15th, will see a fireworks display, approximately 15 minutes in duration. The fireworks will be discharged from a barge south of the Rowing Club. Canons on board the tall ships and from the encampment area will be fired in sequence at the 13 minute mark of the fireworks display for added effect.

Activities for the weekend include a militia and native encampment at Centeen Park, a hot air balloon station offering tethered balloon rides at Reynolds Park, a classic/antique boat show and an 1812 beverage tent on Blockhouse Island, a heritage display complete with period vendors in the Water St. Parking Lot and various children's activities in Hardy Park.

A command post for the event will be set up on Blockhouse Islands with sales kiosks at various locations.

To ensure safety first, a full street closure of Water Street from Ford Street to Broad Street and the south lane only of Water Street from Broad Street to Kincaid St. has been proposed, residents, service and emergency vehicles excepted. Brockville Police will be working with the Tall Ships Festivals Committee to ensure the event is carried out with safety a priority. St. John Ambulance has been secured to provide first aid during the event with stations set-up at designated locations. EMS has been included in the planning discussions for the event and the necessary arrangements have been made to ensure their access in the event of a medical emergency. The OPP boat as well as other safety boats will form part of the Parade of Sail to ensure safety on the water. The Coast Guard and Seaway Authority will be contacted and made aware of the event and the necessary arrangements will be made to ensure seafaring vessels reduce their speed while traveling through Brockville to lessen the wave action on the tall ships. The Brockville Yacht Club has been contacted by the Tall Ships Festival Committee and will be providing their assistance throughout the weekend.

In order to alleviate traffic and parking issues, off-site parking will be provided at the Brockville Memorial Civic Centre and other locations with shuttles providing service throughout the event to the downtown core.

As festivities span Brockville's waterfront from Centeen Park to Hardy/Centennial Parks, the Giant Tiger Train and golf carts have been secured to transport visitors.

The Tall Ships Festival Committee will send a letter of communication to Wedgewood Retirement Home, Executive Condominiums, Four Winds Condominiums, Boardwalk Condominiums, Harbourview Condominiums, Buds on the Bay, Brockville Adventure Dive Centre and all residents/businesses affected by the above-noted street closures.

Arrangements and discussions have been made with 1000 Islands and Seaway Cruises to ensure business as usual for the tour operator.

A maximum of ten vendors will be permitted at the event. Ice cream sales will not be permitted by these vendors on Blockhouse Island allowing exclusivity of this food item to the City's contracted canteen operator at the Harbour Services Building.

The Operations Department will post signs two weeks in advance for shore-based divers at Centeen Park and Blockhouse Island advising that both these locations will be closed June 14 – 16, 2013.

The Operations Department will communicate with seasonal boater at the Brockville Municipal Harbour via signs posted two weeks in advance on dock gates advising them that vehicular access to Blockhouse Island will not be available June 14 - 16, 2013.

The Operations Department will post signs in the Harbour Services Bldg. two weeks in advance notifying the boating public that transient docking will not be available from June 14 – 16, 2013, inclusive.

POLICY IMPLICATIONS

Council approval is required for new festivals.

FINANCIAL CONSIDERATIONS

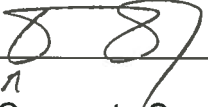
The cost to put on this inaugural Tall Ships Festival has been estimated at \$218,000 with grants and corporate revenues received to date at \$117,000.

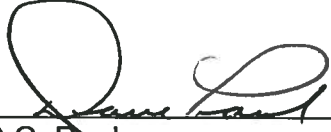
The event is free of charge to attend however to help off-set the cost of the event, fees are being charged for all water-borne activities (ie. deck tours, sailing tours and dinner charters).

CONCLUSION

Permission to use City parks and for road closures are necessary for a safe and successful festival.

A formal power point presentation with complete programming descriptions and fundraising outline to be presented at the Council meeting of March 26, 2013.

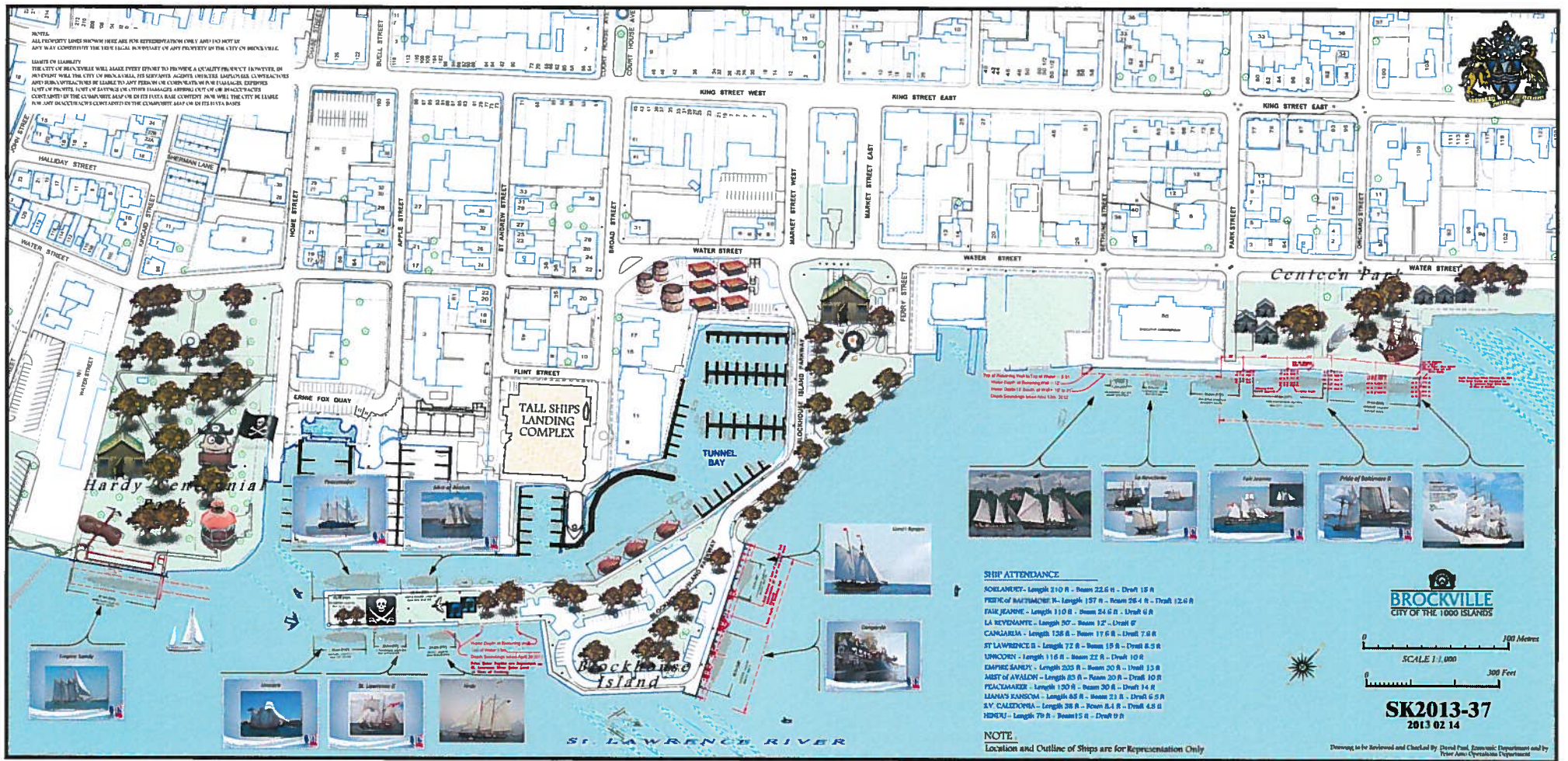


D. Dick, c n
Director of Corporate Services

D.C. Paul
Director of Economic Development

B. Casselman
City Manager

C.J. Cosgrove
Director of Operations



08MAR2013

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – MAR. 19, 2013

**2013-033-03
REQUEST FOR NO PARKING
STROWGER BOULEVARD**

**C. J. COSGROVE, P. ENG.
DIRECTOR OF OPERATIONS
V.B. HARVEY, SUPERVISOR OF
TRANSPORTATION SERVICES**

RECOMMENDATION

THAT the no parking zone on the east side of Strowger Boulevard from Havelock Street to Central Avenue West be removed; and

THAT the no parking zone on the east side of Strowger Boulevard from Havelock Street to 62.0 metres southerly be removed; and

THAT the no parking zone on the east side of Strowger Boulevard from Hubbell Street to 91.0 metres northerly be removed; and

THAT a no parking zone be created on the east side of Strowger Boulevard from Hubbell Street to Central Avenue West; and

THAT Schedule "1" Subsection 72 of By-law 119-89 is amended accordingly.

PURPOSE/BACKGROUND

Operations Staff were contacted by staff at the APEX building at 100 Strowger Boulevard. The warehouse portion of the building is serviced by several large carrier businesses. As deliveries to the warehouse are made, the semi-tractor trailers are experiencing difficulty accessing the guardhouse due to parking configurations on Strowger Boulevard.

ANALYSIS

After reviewing the site, the Transportation Services Division has made the following observations.

- Parking is permitted on the west side of Strowger Boulevard from Central Avenue West to Hubbell Street with a one (1) hour time limit.
- Parking is prohibited on the east side of Strowger from Central Avenue to Havelock Street, from Havelock Street to 62.0 metres southerly and from Hubble

Street to 91.0 metres northerly.

- The area where parking is permitted aligns with the entrance/exit to the guardhouse for deliveries. This is the area of concern for the delivery drivers. When cars are parked here, they cannot negotiate the corner.
- Although parking would be prohibited on the east side of the street, residents using the park adjacent to Strowger Boulevard would still have access to the 1 hour parking spaces on the west side of the street.
- If parking is restricted on the east side of Strowger Boulevard between Hubbell Street and Havelock Street, there will be a loss of 10 parking spaces.

POLICY IMPLICATIONS


An amendment to the City's Parking By-Law 119-89 requires Council's authorization.

FINANCIAL CONSIDERATIONS


Annually Public Works budgets for the installation of a variety of signs throughout the City including; stop, yield, parking, directional, and more. There are sufficient funds in the Public Works 2013 Operating Budget in account 01-5-745436-2010 to accommodate the estimated cost of \$250 per sign to install the necessary signs.

CONCLUSION

It is recommended that a No Parking zone be implemented at the above noted location.



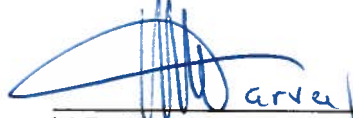
D. Dick, CA
Director of Corporate Services



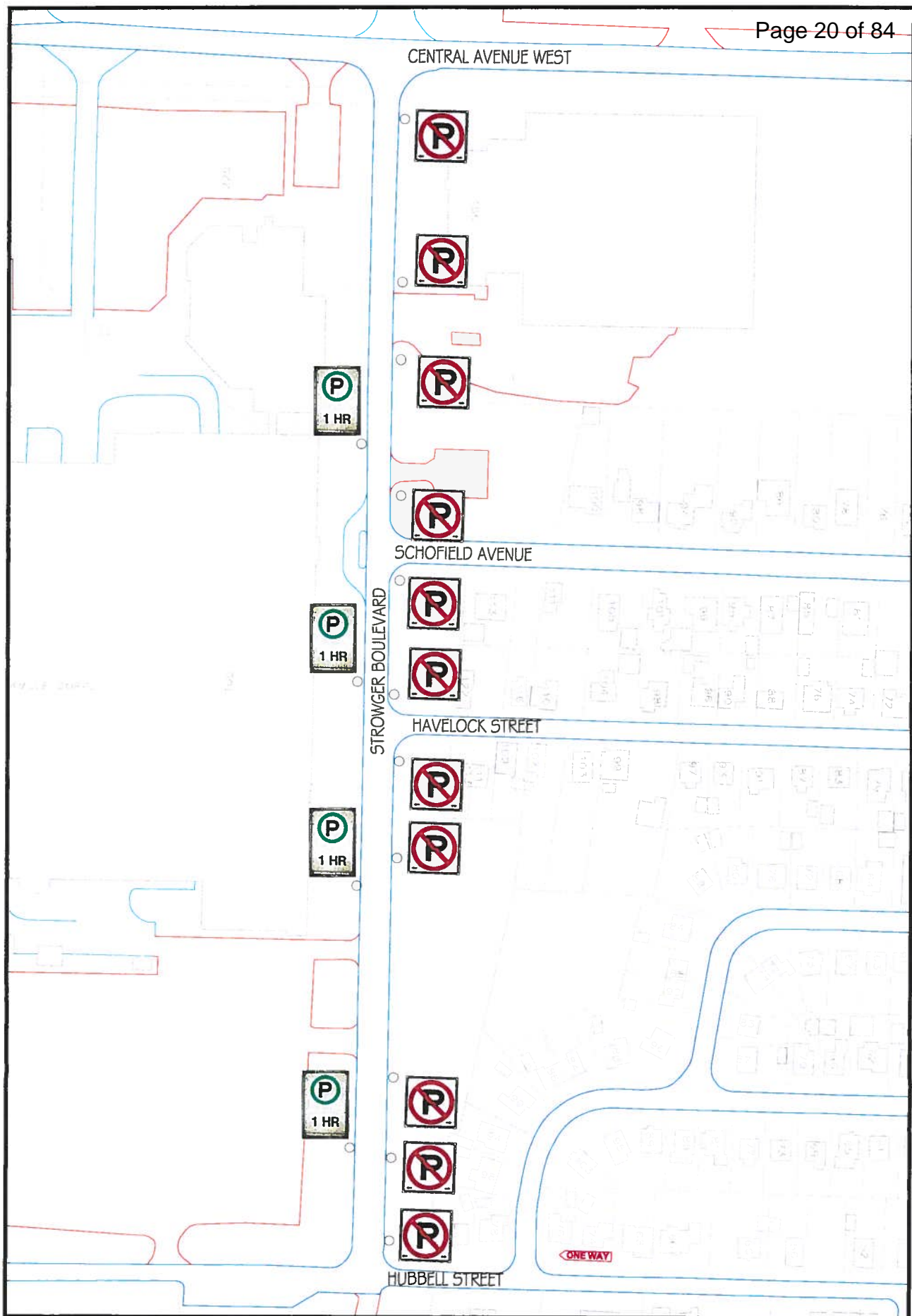
B. Casselman
City Manager

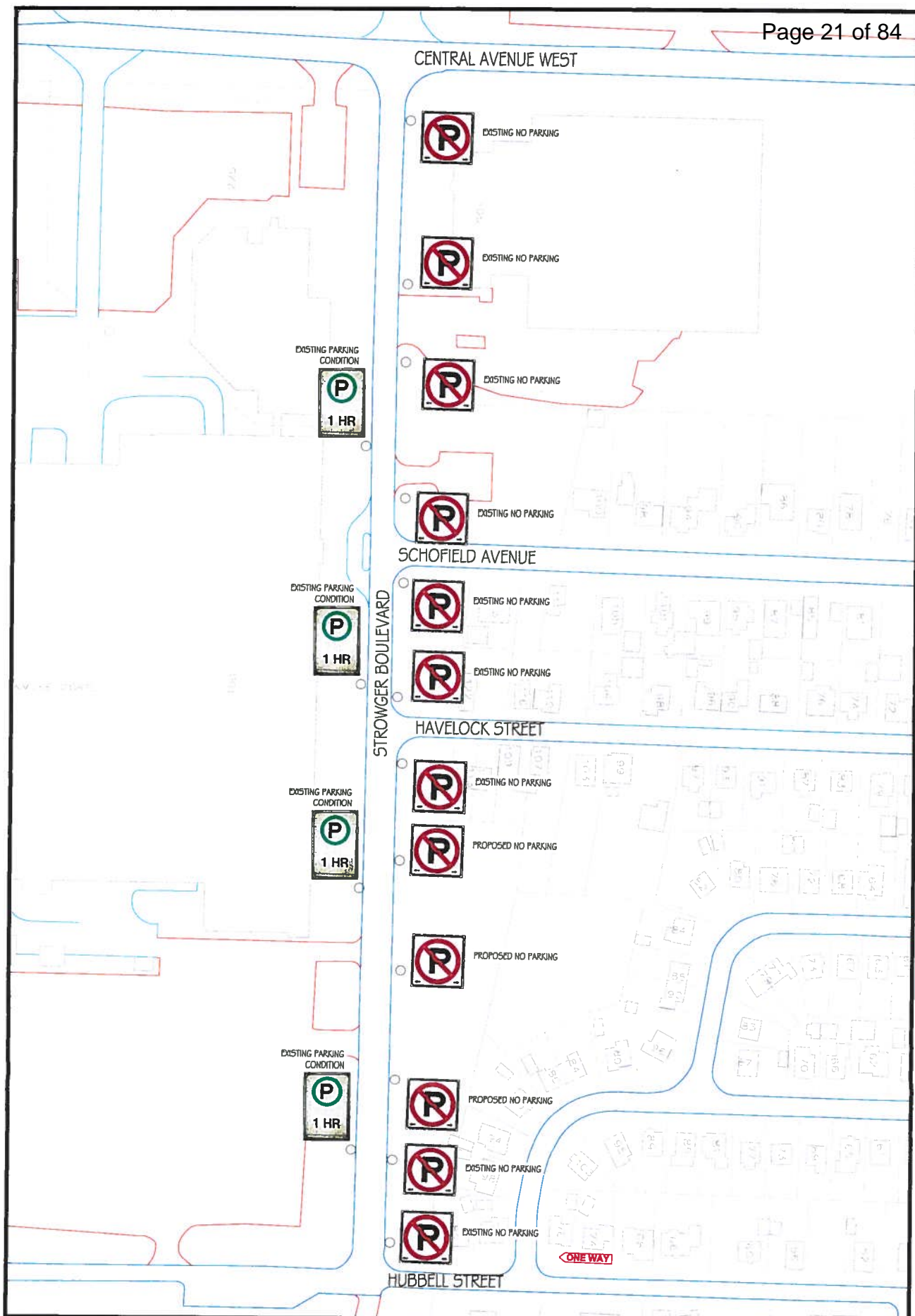


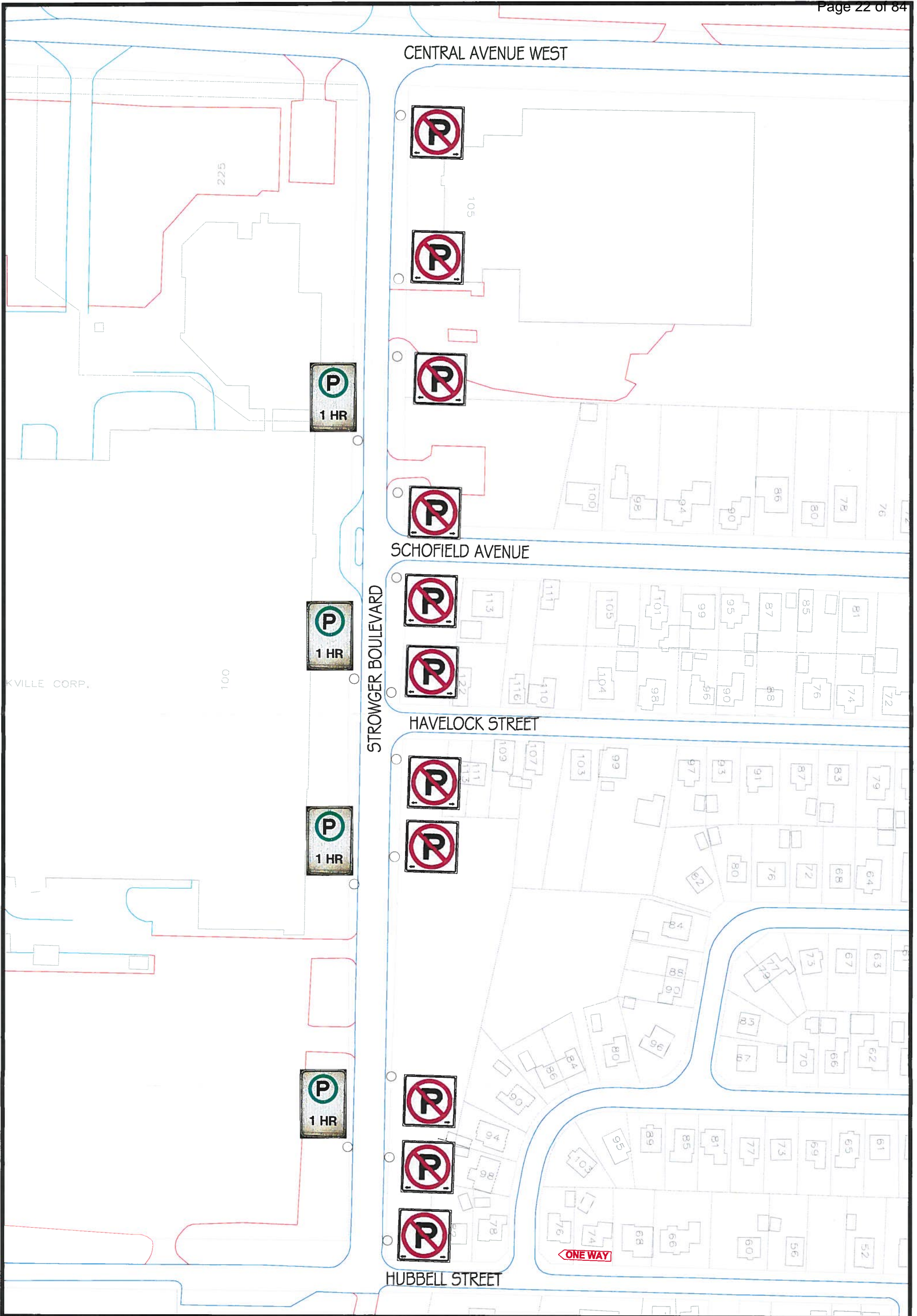
C.J. Cosgrove
Director of Operations



V.B. Harvey
Supervisor of Transportation Services







08MAR2013

REPORT TO FINANCE, ADMIN. & OPERATIONS COMMITTEE – MAR. 19, 2013

**2013-035-03
REQUEST FOR STOP SIGN
STEACY GARDENS**

**C. J. COSGROVE, P. ENG.
DIRECTOR OF OPERATIONS
V.B. HARVEY, SUPEVISOR OF
TRANSPORTATION SERVICES**

RECOMMENDATION

THAT a stop sign be erected on Steacy Gardens in the northerly direction at the intersection of Liston Avenue; and

THAT Schedule "1" of By-law 21-90 is amended accordingly.

PURPOSE/BACKGROUND

Operations Staff were contacted by a resident on Liston Avenue regarding the lack of stop sign at the intersection of Steacy Gardens and Liston Avenue. Vehicles are exiting Steacy Gardens without stopping or yielding to traffic on Liston Avenue creating a merging conflict. Our Senior Bus Driver has also raised concerns on this issue as this is a bus route.

ANALYSIS

After reviewing the site, the Transportation Services Division has made the following observations.

- There is not currently a stop sign on Steacy Gardens.
- Currently, the traffic flows well from Cuthbertson Drive onto Liston Avenue onward to Millwood Drive and vice versa. An added stop sign on Liston would negatively impact traffic patterns and flow.
- The majority of traffic is driving on Liston Avenue.
- Drivers are in fact exiting Steacy Gardens without stopping or yielding causing a merging conflict which could result in a vehicle collision or collision with a pedestrian.
- Although traffic volumes are low, due to the configuration of the intersection as well as the length of time drivers have used Liston Avenue without having

another intersection to think about, a stop sign rather than a yield sign would be a safer option.

POLICY IMPLICATIONS

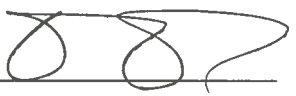
An amendment to the City's Traffic By-Law 21-90 requires Council's authorization.


FINANCIAL CONSIDERATIONS

The City has not yet assumed this subdivision therefore all costs to erect this signage will be billed back to the developer.

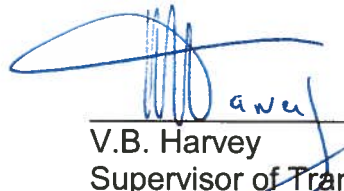
CONCLUSION

It is recommended that a Stop Sign be erected at the above noted location.


D. Dick, CA
Director of Corporate Services


B. Casselman
City Manager


C.J. Cosgrove
Director of Operations


V.B. Harvey
Supervisor of Transportation Services

March 11, 2013

REPORT TO FINANCE & ADMINISTRATION COMMITTEE – March 19, 2013

2013-036-03

2012 COUNCIL REMUNERATION & EXPENSES

FILE: F09-03

L.FERGUSON
ACTING DIRECTOR OF FINANCE
D.GORDON
FINANCIAL ANALYST

RECOMMENDED

THAT Council receive the Treasurer's Report on 2012 Remuneration and Expenses for Members of Council and Board Members appointed by the City [Attachment 1 to Report # 2013-036-03].

PURPOSE

To identify the 2012 remuneration and expenses of Members of Council and Board Members appointed to the Boards by the City of Brockville.

BACKGROUND/POLICY IMPLICATIONS

Section 284(1) of the *Municipal Act* requires the treasurer to provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to members of Council and persons appointed to Boards by the City.

The remuneration or expenses are authorized to be paid as per City By-Law 122-2006.

Pursuant to Section 284 (4) of the *Municipal Act*, the statements which are attached to this report are deemed public records despite the *Municipal Freedom of Information and Protection of Privacy Act*.

FINANCIAL IMPLICATIONS

There are no financial implications associated with this report.

CONCLUSION

This report fulfills the City's requirement under Section 284 (1) of the *Municipal Act*.


L.Ferguson, Acting Director of Finance


D. Gordon, Financial Analyst


B. Casselman, City Manager

File: F09-03

**MEMBERS OF COUNCIL
CITY OF BROCKVILLE
STATEMENT OF REMUNERATION & EXPENSES PAID
AS AT DECEMBER 31, 2012**

	<u>HONORARIUMS PAID</u>	<u>EXPENSES PAID</u>	<u>TOTAL PAID</u>	<u>CREDITS</u>	<u>TOTAL</u>
MAYOR HENDERSON	37,848.92	12,614.93	50,463.85	490.40 ⁽¹⁾	49,973.45
COUNCILLOR BAKER	16,696.04	-	16,696.04		16,696.04
COUNCILLOR BEATTY	16,696.04	-	16,696.04	449.40 ⁽²⁾	16,246.64
COUNCILLOR BLANCHARD	16,696.04	410.31	17,106.35		17,106.35
COUNCILLOR BURSEY	16,696.04	1,631.32	18,327.36		18,327.36
COUNCILLOR EARLE	16,696.04	18.01	16,714.05	317.60 ⁽³⁾	16,396.45
COUNCILLOR FULLARTON	16,696.04	-	16,696.04		16,696.04
COUNCILLOR KALIVAS	16,696.04	-	16,696.04		16,696.04
COUNCILLOR LESUEUR	16,696.04	648.34	17,344.38		17,344.38
COUNCILLOR MCFALL	16,696.04	-	16,696.04		16,696.04
	<u>188,113.28</u>	<u>15,322.91</u>	<u>203,436.19</u>		<u>202,178.79</u>

⁽¹⁾ These were paid directly to the City by the Cataraqui Region Conservation Authority for meetings attended by Mayor Henderson.

⁽²⁾ These were paid directly to the City by the Health Unit for meetings attended by Councillor Beatty.

⁽³⁾ These were paid directly to the City by the Cataraqui Region Conservation Authority for meetings attended by Councillor Earle.

**ANALYSIS OF REMUNERATION AND EXPENSES PAID
FOR THE YEAR ENDED DECEMBER 31, 2012**

COUNCIL MEMBER	EXPLANATION	HONORARIUM RECEIVED	EXPENSES PAID	TOTAL RECEIVED
MAYOR HENDERSON	City Council	37,848.92		37,848.92
	BCI Reunion		100.00	
	Brockville Community Care & Share Golf Tournament		100.00	
	Brockville Concert Association Fundraiser		125.00	
	Brockville Police Association Annual Event		100.00	
	Chamber of Commerce Christmas Event		25.44	
	Chamber of Commerce Awards Gala		132.29	
	Chamber of Commerce Networking Boat Cruise		25.44	
	Kinsmen 50th Anniversary Dinner		103.17	
	Knights of Columbus Dinner		23.22	
	Officer's Mess Dinner		76.54	
	Palliative Care Fundraiser		245.00	
	Royal Canadian Legion - Robbie Burns Night		50.00	
	Spencerville Mill Foundation Fundraising Dinner		33.00	
	St. Lawrence College Foundation Fundraiser		175.00	
	Steve Clarke MPP Annual Event		150.00	
	United Counties CAO Retirement Dinner		90.00	
	AMO Conference - Ottawa		858.27	
	Ontario Good Roads Association Conference		1,523.52	
	Ontario Association of Police Service Boards		734.94	
	Business Lunches		708.15	
	Mileage		2,140.08	
	Trip to Russia		2,628.83	
	Trip to France		2,467.04	
	-			12,614.93
COUNCILLOR BAKER	City Council	16,696.04		16,696.04
COUNCILLOR BEATTY	City Council	16,696.04		16,696.04
COUNCILLOR BLANCHARD	City Council	16,696.04		17,106.35
	OAPSB Fall Seminar		410.31	
COUNCILLOR BURSEY	City Council	16,696.04		18,327.36
	AMO Conference - Ottawa		1,533.84	
	Mayor's Outlook Luncheon		22.52	
	Chamber of Commerce AGM & Breakfast		18.01	
	Chamber of Commerce Networking Breakfast		18.01	
	Chamber of Commerce Networking Boat Cruise		25.44	
	Chamber of Commerce Networking Breakfast		13.50	
COUNCILLOR EARLE	City Council	16,696.04		16,714.05
	Chamber of Commerce Networking Breakfast		18.01	
COUNCILLOR FULLARTON	City Council	16,696.04		16,696.04
COUNCILLOR KALIVAS	City Council	16,696.04		16,696.04
COUNCILLOR LESUEUR	City Council	16,696.04		17,344.38
	AMO Conference - Ottawa		625.83	
	Chamber of Commerce Function		22.51	
COUNCILLOR MCFALL	City Council	16,696.04		16,696.04
		<u>188,113.28</u>	<u>15,322.91</u>	<u>203,436.19</u>

AMOUNT PAID TO OR ON BEHALF CITIZENS APPOINTED BY COUNCIL TO VARIOUS BOARDS

CITIZEN	BOARD	DESCRIPTION	AMOUNT
<u>Police Board</u>			
No honourariums paid to Mayor or Council			0.00
Bob Larocque	Police Board	Honorarium	1,298.60
King Yee Jr	Police Board	Honorarium	1,117.40
Wendy Cuthbert	Police Board	Honorarium	1,510.00
Wendy Cuthbert	Police Board	Expenses for Conference (April 2012)	522.16
<u>Committee of Adjustment</u>			
Hugh Bates	Committee of Adjustment		495.00
Winston Rogers	Committee of Adjustment		495.00
David Cody	Committee of Adjustment		495.00
Dan Chevrier	Committee of Adjustment		247.50
<u>Public Library Board</u>			
Shelley Dickinson	Public Library Board	Attendance at Ontario Library Association Conference	848.48

March 13, 2013

REPORT TO FINANCE, ADMINISTRATION AND OPERATIONS COMMITTEE

March 19, 2013

2013-038-03

**LONG-TERM CARE HOME
SERVICE ACCOUNTABILITY AGREEMENT
ST. LAWRENCE LODGE**

**SANDRA M. SEALE
CITY CLERK**

RECOMMENDED

THAT the Mayor and City Clerk be authorized to execute the Long-Term Care Home Service Accountability Agreement between the South East Local Health Integration Network and the United Counties of Leeds & Grenville, the City of Brockville, the Town of Gananoque and the Town of Prescott in respect of St. Lawrence Lodge; and


THAT the necessary bylaw be enacted.

PURPOSE

To respond to a recommendation from the Committee of Management of St. Lawrence Lodge to execute the Long-Term Care Home Service Accountability Agreement between the South East Local Health Integration Network and the United Counties of Leeds & Grenville, the City of Brockville, the Town of Gananoque and the Town of Prescott in respect of St. Lawrence Lodge.

BACKGROUND


Please see attached Memorandum from Tom Harrington, Administrator, St. Lawrence Lodge.



S.M. Seale
City Clerk



D. Dick, CA
Director of Corporate Services



B. Casselman
City Manager

Memorandum



To: CAO's and Clerks
City of Brockville, Town of Gananoque, Town of Prescott, United Counties of Leeds and
Grenville

CC:

From: Tom Harrington

Date: February 20, 2013

Re: 2013-16 Long Term Care Home Service Accountability Agreement with the
South East Local Health Integration Network (SE LHIN) and St. Lawrence
Lodge

Purpose

This memorandum is to advise you that the Committee of Management of St. Lawrence Lodge passed the following resolution at its regular February 2013 meeting:

"That the LTC Service Accountability Agreement (LSAA) for 2013-2016 be approved and recommended to the Municipal Partners for approval."

This action requires the attention of the Municipal Councils to execute the LSAA in an expeditious manner, as required by the South East LHIN. I would formally request that you bring this matter to the attention of your Municipal Council at the earliest possible time.

Background

All Long Term Care Homes (LTCH) are required to enter into a service accountability agreement with their Local Health Integration Network (LHIN) under the Local Health System Integration Act, 2006.

St. Lawrence Lodge currently has an LSAA with the South East LHIN that expires March 31, 2013. The LHIN has recently provided the Lodge with the formal 2013-16 LSAA for renewal.

February 21, 2013

The Agreement is an important document in that it facilitates the transfer of Ministry of Health and Long Term Care funding through the LHIN to the Home.

The expiring LSAA was previously endorsed under the St. Lawrence Lodge Committee of Management. However, the LHIN has now advised St. Lawrence Lodge that the LSAA needs to be executed by the Municipal Councils as the owner/operator of the Home, similar to the previous Redevelopment Agreement for the redevelopment of the new St. Lawrence Lodge. The on-going administration of the Service Agreement will continue to be conducted by the Committee of Management, as is currently in place.

The St. Lawrence Lodge Committee of Management has completed its due diligence review of the 2013-16 LSAA and confirms that the Home is capable of meeting the terms and conditions outlined in the Agreement.

Included in this package you will find the following items:

- A copy of the 2013-16 LSAA and schedules.
- A listing of the Applicable Ministry of Health and Long Term Care Policy statements referenced in the LSAA, along with a link to the MOHLTC web site should someone be interested in reviewing the current policy statements.
- For consideration, a draft bylaw to facilitate similar bylaw wording by each Municipal Partner.

The SE LHIN requires that the LSAA be endorsed by the owner/operator of each LTC Home by February 28, 2013 in order to give the LHIN time to review and approve the Agreement in advance of March 31, 2013.

We are required to execute two (2) original copies of the LSAA and return them to the SE LHIN for endorsement.

I understand from our Committee of Management members that Municipal Council protocols require notice timeframes before approving a new bylaw. Given this information and due to the tight LSAA approval timeframe set by the LHIN, I undertook to advise the LHIN that our Home has to seek the approval of 4 Municipal Councils and that the February 28, 2013 deadline would not be possible.

The LHIN has indicated that we will have some leniency on the approval timeline, but the LSAA has to be **fully executed in advance of March 31, 2013**. Otherwise, the Home's Provincial funding may be in jeopardy.

February 21, 2013

Action Required

I would ask each of you to please provide an indication of the date that you would expect the LSAA to be executed by your Council.

This information will also help me to develop a schedule so that we can work together to coordinate the sign-off of the two original LSAA's by the required Municipal Authorities.

Conclusion

I thank you for your cooperation with the St. Lawrence Lodge LSAA approval process through your Councils. Please feel free to contact me should you have any questions regarding this matter. I can be reached at by phone at 613-345-0255 x 4106 or by email at tharrington@stll.org.

Yours truly,

A handwritten signature in black ink, appearing to read "Tom Harrington", with a stylized flourish at the end.

Tom Harrington
Administrator

THE CORPORATION OF THE CITY OF BROCKVILLE

By-Law Number 0XX-2013

A By-Law To Authorize The Execution Of A Long-Term Care Home Service Accountability Agreement (LSAA) Between The Corporation Of The City Of Brockville, The United Counties Of Leeds And Grenville, The Corporation Of The Town Of Prescott, And The Corporation Of The Town Of Gananoque And The South East Local Health Integration Network (Se LHIN) In Respect Of St. Lawrence Lodge (HSP)

WHEREAS the Local Health System Integration Act, 2006 requires that the Local Health Integration Network (LHIN) and the Health Service Provider (HSP) enter into a service accountability agreement; and

WHEREAS the service accountability agreement supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services in local health systems, and to manage the health system at the local level effectively and efficiently; and

WHEREAS the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP; and

WHEREAS it is desirable for the the Corporation of the City of Brockville, the Corporation of the United Counties of Leeds and Grenville, the Corporation of the Town of Prescott, and the Corporation of the Town of Gananoque to enter into a service accountability agreement with the South East Local Health Integration Network in respect to St. Lawrence Lodge; and

WHEREAS the term of the agreement shall be for the period April 1, 2013 to March 31, 2016. and

WHEREAS the attached agreement with appended Schedules constitutes the entire Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF (Insert Name) HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and the City Clerk be and they are hereby authorized to execute the attached Long-term Care Home Service Accountability Agreement between the and the South East Local Health Integration Network; and
2. THAT this agreement be in effect for the period April 1, 2013 to March 31, 2016; and
3. THAT the St. Lawrence Lodge Committee of Management be authorized to execute any other documents, instruments, and do any other things necessary to complete the agreement; and
4. THAT the attached agreement forms part of this by-law.

Given under the Seal of the Corporation of the
City of Brockville and Passed this
26th, day of March, 2013

Mayor

City Clerk

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

For the Period: April 1, 2013 - March 31, 2016

B E T W E E N:

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK

- and -

**The United Counties of Leeds & Grenville
The City of Brockville
The Town of Gananoque
The Town of Prescott**

In Respect of:

St. Lawrence Lodge

LONG-TERM CARE HOME SERVICE ACCOUNTABILITY AGREEMENT

For the Period: April 1, 2013 - March 31, 2016
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THIS SERVICE ACCOUNTABILITY AGREEMENT effective as of April 1, 2013

B E T W E E N:

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK (the "LHIN")

AND

**The United Counties of Leeds & Grenville
The City of Brockville
The Town of Gananoque
The Town of Prescott**
holding the licence to operate the Home (the "HSP")

IN RESPECT OF:

St. Lawrence Lodge (the "Home")
located at
1803 County Road #2 East
Postal Bag #1130
Brockville. ON K6V 5W2

Background:

The *Local Health System Integration Act, 2006* requires that the LHIN and the HSP enter into a service accountability agreement. The service accountability agreement supports a collaborative relationship between the LHIN and the HSP to improve the health of Ontarians through better access to high quality health services, to co-ordinate health care in local health systems and to manage the health system at the local level effectively and efficiently.

In this context, the HSP and the LHIN agree that the LHIN will provide funding to the HSP on the terms and conditions set out in this Agreement to enable the provision of services to the local health system by the HSP.

ARTICLE 1.0- DEFINITIONS & INTERPRETATION

1.1 Definitions. In this Agreement the following terms will have the following meanings:

"Act" means the *Long-Term Care Homes Act, 2007* and the regulations made under the *Long Term Care Homes Act, 2007* as it and they may be amended from time to time;

"Accountability Agreement" refers to this Agreement in place between the Minister and the LHIN pursuant to the terms of s. 18 of LHSIA;

"Agreement" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;

"Annual Balanced Budget" means that, in each calendar year of the term of this Agreement, the total expenses of the HSP in respect of the Services are less than or

equal to the total revenue of the HSP in respect of the Services.

"Applicable Law" means all federal, provincial or municipal laws, orders, rules, regulations, common law, licence terms or by-laws, and includes terms or conditions of a licence or approval issued under the Act, that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement;

"Applicable Policy" means any orders, rules, policies, directives or standards of practice issued or adopted by the LHIN, by the MOHLTC or by other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the Parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing, Applicable Policy includes the Design Manual and the Long Term Care Funding and Financial Management Policies and all other manuals, guidelines, policies and other documents listed on the Policy Web Pages as those manuals, guidelines, policies and other documents may be amended from time to time;

"Approved Funding" has the meaning ascribed to it in Schedule B;

"Beds" means the long term care home beds that are licensed or approved under the Act and identified in Schedule A, as the same may be amended from time to time;

"Board" means in respect of an HSP that is:

- (i) a corporation, the board of directors;
- (ii) A First Nation, the band council;
- (iii) a municipality, the committee of management;
- (iv) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
- (v) a partnership, the partners;
- (vi) a sole proprietorship, the sole proprietor.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*, and the regulations made under the *Broader Public Sector Accountability Act, 2010* as it and they may be amended from time to time;

"CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"CFMA" means the *Commitment to the Future of Medicare Act, 2004*, and the regulations made under the *Commitment to the Future of Medicare Act, 2004*, as it and they may be amended from time to time;

"Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule "E";

"Confidential Information" means information that is (i) marked or otherwise identified as confidential by the disclosing Party at the time the information is provided to the receiving Party; and (ii) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that (a) was known to the receiving Party prior to receiving the information

from the disclosing Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) is required to be disclosed by law, provided that the receiving Party provides Notice in a timely manner of such requirement to the disclosing Party, consults with the disclosing Party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

“Conflict of Interest” in respect of an HSP, includes any situation or circumstance where: in relation to the performance of its obligations under this Agreement

- (i) the HSP;
- (ii) a member of the HSP’s Board or
- (iii) any person employed by the HSP who has the capacity to influence the HSP’s decision,

has other commitments, relationships or financial interests that:

- (iv) could or could be seen to interfere with the HSP’s objective, unbiased and impartial exercise of its judgement; or
- (v) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under this Agreement;

“Construction Funding Subsidy” has the meaning ascribed to it in Schedule B;

“controlling shareholder” of a corporation means a shareholder who or which holds (or another person who or which holds for the benefit of such shareholder), other than by way of security only, voting securities of such corporation carrying more than 50% of the votes for the election of directors, provided that the votes carried by such securities are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

“Days” means calendar days;

“Design Manual” means the MOHLTC design manual in effect and applicable to the development, upgrade, retrofit or redevelopment of the Home or Beds subject to this Agreement;

“Director” has the same meaning as the term “Director” in the Act;

“Effective Date” means April 1, 2013;

“e-Health” means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system.

“Explanatory Indicator” means a measure of HSP performance for which no Performance Target is set. Technical specifications of specific Explanatory Indicators can be found in the “L-SAA 2013-16 Indicator Technical Specifications” document.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act, Ontario* and the regulations made under the *Freedom of Information and Protection of Privacy Act, Ontario*, as it and they may be amended from time to time;

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement. Funding includes Approved Funding and Construction Funding Subsidy;

"Funding Year" means in the case of the first Funding Year, the period commencing on the January 1 prior to the Effective Date and ending on the following December 31, and in the case of Funding Years subsequent to the first Funding Year, the period commencing on the date that is January 1 following the end of the previous Funding Year and ending on the following December 31;

"Home" means the building where the Beds are located and for greater certainty, includes the Beds and the common areas and common elements which will be used at least in part, for the Beds, but excludes any other part of the building which will not be used for the Beds being operated pursuant to this Agreement;

"HSP's Personnel" means the controlling shareholders (if any), directors, officers, employees, agents, volunteers and other representatives of the HSP. In addition to the foregoing HSP's Personnel shall include the contractors and subcontractors and their respective shareholders, directors, officers, employees, agents, volunteers or other representatives;

"Indemnified Parties" means the LHIN and its officers, employees, directors, independent contractors, subcontractors, agents, successors and assigns and her Majesty the Queen in Right of Ontario and her Ministers, appointees and employees, independent contractors, subcontractors, agents and assigns. Indemnified Parties also includes any person participating on behalf of the LHIN in a Review.;

"Interest Income" means interest earned on the Funding;

"Licence" means one or more of the licences or the approvals granted to the HSP in respect of the Beds at the Home under Part VII or Part VIII of the Act;

"LHSIA" means the *Local Health System Integration Act, 2006* and the regulations under the *Local Health System Integration Act, 2006* as it and they may be amended from time to time;

"Minister" means the Minister of Health and Long-Term Care;

"MOHLTC" means the Minister or the Ministry of Health and Long-Term Care, as is appropriate in the context;

"Notice" means any notice or other communication required to be provided pursuant to this Agreement, LHSIA, the Act or the CFMA;

"Party" means either of the LHIN or the HSP and "Parties" mean both of the LHIN and the HSP;

"Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement;

“Performance Corridor” means the acceptable range of results around a Performance Target;

“Performance Factor” means any matter that could or will significantly affect a Party’s ability to fulfill its obligations under this Agreement;

“Performance Indicator” means a measure of HSP performance for which a Performance Target is set; Technical specifications of specific Performance Indicators can be found in the “L-SAA 2013-16 Indicator Technical Specifications” document;

“Performance Standard” means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;

“Performance Target” means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;

“Planning Submission” means the planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

“Policy Web Pages” means the web pages available at www.health.gov.on.ca/lsaapolicies, and at www.health.gov.on.ca/erssldpolitique or such other URLs or Web pages as the LHIN or the Ministry may advise from time to time. Capital policies can be found at [Http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html](http://www.health.gov.on.ca/english/providers/program/ltc_redev/awardeeoperator.html);

“RAI MDS Tools” means the standardized Resident Assessment Instrument – Minimum Data Set (RAI MDS) 2.0, the RAI MDS 2.0 User Manual and the RAI MDS Practice Requirements, as the same may be amended from time to time;

“Reports” means the reports described in Schedule C as well as any other reports or information required to be provided under LHSIA, the Act or this Agreement;

“Resident” has the meaning ascribed to the term “resident” under the Act;

“Review” means a financial or operational audit, investigation, inspection or other form of review requested or required by the LHIN under the terms of LHSIA or this Agreement, but does not include the annual audit of the HSP’s financial statements;

“Schedule” means any one of, and **“Schedules”** mean any two or more, as the context requires, of the schedules appended to this Agreement and includes:

- A. Description of Home and Beds
- B. Additional Terms and Conditions Applicable to the Funding Model
- C. Reporting Requirements
- D. Performance
- E. Form of Compliance Declaration

“Services” means the operation of the Beds and the Home and the accommodation, care, programs, goods and other services that are provided to residents (i) to meet the

requirements of the Act; (ii) to obtain Approved Funding; and (iii) to fulfill all commitments made to obtain a Construction Funding Subsidy.

“Service Volume” means a measure of Services for which a Performance Target is set.

- 1.2 Interpretation.** Words in the singular include the plural and vice-versa. Words in one gender include both genders. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.

ARTICLE 2.0 - TERM AND NATURE OF THIS AGREEMENT

- 2.1 Term.** The term of this Agreement will commence on the Effective Date and will expire on the earlier of (i) March 31, 2016 or (ii) the expiration or termination of all Licences, unless this Agreement is terminated earlier or extended pursuant to its terms.
- 2.2 A Service Accountability Agreement.** This Agreement is a service accountability agreement for the purposes of subsection 20(1) of LHSIA and Part III of the CFMA.
- 2.3 Notice.** Notice was given to the HSP that the LHIN intended to enter into this Agreement. The HSP hereby acknowledges receipt of such Notice in accordance with the terms of the CFMA.
- 2.4 Prior Agreements.** The parties acknowledge and agree that all prior agreements for the Services are terminated.

ARTICLE 3.0 - PROVISION OF SERVICES

3.1 Provision of Services.

(a) The HSP will provide the Services in accordance with, and otherwise comply with:

- (i) the terms of this Agreement;
- (ii) Applicable Law; and
- (iii) Applicable Policy.

(b) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services except with Notice to the LHIN and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.

(c) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.

3.2 Subcontracting for the Provision of Services.

(a) The Parties acknowledge that, subject to the provisions of the Act and LHSIA,

the HSP may subcontract the provision of some or all of the Services. For the purpose of this Agreement, actions taken or not taken by the subcontractor and Services provided by the subcontractor will be deemed actions taken or not taken by the HSP and Services provided by the HSP.

(b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.

(c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.

3.4 E-health/Information Technology Compliance. The HSP agrees to

- (i) comply with any technical and information management standards, including those related to architecture, technology, privacy and security set for health service providers by the MOHLTC, eHealth Ontario or the LHIN within the timeframes set by the MOHLTC or the LHIN as the case may be;
- (ii) implement and use the approved provincial e-health solutions identified in the LHIN e-health plan; and
- (iii) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN e-health plan.

ARTICLE 4.0 - FUNDING

4.1 Funding. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN will provide the Funding by depositing the Funding in monthly instalments over the Term, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.

4.2 Conditions of Funding

- (a) The HSP will:
 - (i) use the Funding only for the purpose of providing the Services in accordance with the terms of this Agreement;

- (ii) not use the Funding for compensation increases prohibited by Applicable Law;
- (iii) meet all obligations in the Schedules;
- (iv) fulfill all other obligations under this Agreement; and
- (v) maintain an Annual Balanced Budget.

- (b) Interest Income will be reported to the LHIN and is subject to a year-end reconciliation. The LHIN may deduct the amount equal to the Interest Income from any further funding instalments under this or any other agreement with the HSP or the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.3 Limitation on Payment of Funding. Despite section 4.1, the LHIN:

- (i) will not provide any funds to the HSP until this Agreement is fully executed;
- (ii) may pro-rate the Funding if this Agreement is signed after the Effective Date;
- (iii) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;
- (iv) will not be required to continue to provide funds
 - (a) if the Minister or the Director so directs under the terms of the Act;
 - (b) while the Home is under the control of an Interim Manager pursuant to s. 157 of the Act; or
 - (c) in the event the HSP breaches any of its obligations under this Agreement until the breach is remedied to the LHIN's satisfaction; and
- (iv) may adjust the amount of funds it provides to the HSP in any Funding Year pursuant to Article 5.

4.4 Additional Funding. Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing services other than the Services or for exceeding the requirements of Schedule D.

4.5 Additional Terms and Conditions. The LHIN may add such further terms or conditions on the use of the Funding as are required for the LHIN to meet its obligations under the Accountability Agreement, Applicable Law or Applicable Policy as the same may be amended during the Term.

4.6 Appropriation. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.7 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all applicable directives and guidelines issued by the Management Board of Cabinet.

(b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.

- 4.8 Disposition.** The HSP will not sell, lease or otherwise dispose of any assets purchased with Funding, except as may be required by Applicable Law or otherwise in accordance with Applicable Policy.

ARTICLE 5.0 – ADJUSTMENT AND RECOVERY OF FUNDING

5.1 Adjustment of Funding.

(a) The LHIN may adjust the Funding in any of the following circumstances:

- (i) in the event of changes to Applicable Law or Applicable Policy that affect Funding;
- (ii) on a change to the Services;
- (iii) if required by either the Director or the Minister under the Act;
- (iv) in the event that a breach of this Agreement is not remedied to the satisfaction of the LHIN; and
- (v) as otherwise permitted by this Agreement.

(b) Funding recoveries or adjustments required pursuant to 5.1(a) may be accomplished through the adjustment of Funding, requiring the repayment of Funding and/or through the adjustment of the amount of any future funding installments. Approved Funding already expended properly in accordance with this Agreement will not be subject to adjustment. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.

(c) In determining the amount of a funding adjustment under 5.1 (a) (iv) or (v), LHIN shall take into account the following principles:

- (i) resident care must not be compromised through a funding adjustment arising from a breach of this Agreement;
- (ii) the HSP should not gain from a breach of this Agreement;
- (iii) if the breach reduces the value of the Services, the funding adjustment should be at least equal to the reduction in value; and
- (iv) the funding adjustment should be sufficient to encourage subsequent compliance with this Agreement;

and such other principles as may be articulated in Applicable Law or Applicable Policy from time to time.

5.2 Provision for the Recovery of Funding. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in subsection 4.2(a) are not met and will hold this Funding in an interest bearing account until such time as reconciliation and settlement has occurred with the LHIN.

5.3 Settlement and Recovery of Funding for Prior Years.

(a) The HSP acknowledges that settlement and recovery of Funding can occur up to seven years after the provision of Funding.

(b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the Parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the funding for the Services to the LHIN, provided that such settlement and recovery occurs within seven years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of funding.

5.4 Debt Due.

(a) If the LHIN requires the re-payment by the HSP of any Funding the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion, direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.

(b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.

5.5 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 – PLANNING & INTEGRATION

6.1 Planning for Future Years.

(a) **Advance Notice.** The LHIN will give at least sixty Days' Notice to the HSP of the date by which a Planning Submission, approved by the HSP's governing body, must be submitted to the LHIN.

(b) **Multi-Year Planning.** The Planning Submission will be in a form acceptable to the LHIN and may be required to incorporate (i) prudent multi-year financial forecasts; (ii) plans for the achievement of Performance Targets; and (iii) realistic risk management strategies. It will be aligned with the LHIN's then current Integrated Health Service Plan and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the Planning Submission will reflect the planning targets.

(c) **Multi-year Planning Targets.** The Parties acknowledge that the HSP is not eligible to receive multi-year planning targets under the terms of Schedule B in effect as of the Effective Date. In the event that Schedule B is amended over the Term and the LHIN is able to provide the HSP with multi-year planning targets, the HSP acknowledges that these targets are: (A) targets only, (B) provided solely for the purposes of planning, (C) are subject to confirmation and (D) may be changed at the discretion of the LHIN. The HSP will proactively manage the risks associated with multi-year planning and the potential changes to the planning targets. The LHIN agrees that it will communicate any material changes to the planning targets as soon as reasonably possible.

(d) **Service Accountability Agreements.** Subject to advice from the Director about the HSP's history of compliance under the Act and provided that the HSP has fulfilled its obligations under this Agreement, the parties expect that they will enter into a new service accountability agreement at the end of the Term. The LHIN will give the HSP at least six months' Notice if the LHIN does not intend to enter into negotiations for a subsequent service accountability agreement because the HSP has not fulfilled its obligations under this Agreement. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities

(a) **Community Engagement.** The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to the HSP's Planning Submission and integration proposals.

(b) **Integration.** The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, co-coordinated, effective and efficient services.

(c) **Reporting.** The HSP will report on its community engagement and integration activities as requested by the LHIN and in any event, in its Q4 Performance Report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

(a) **General:** A pre-proposal process has been developed to (i) reduce the costs incurred by an HSP when proposing operational or service changes; (ii) assist the HSP to carry out its statutory obligations; and (iii) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:

- (i) the HSP is considering an integration, or an integration of services, as defined in LHSIA between the HSP and another person or entity;
- (ii) the HSP is proposing to reduce, stop, start, expand or transfer the location of Services;
- (iii) to identify opportunities to integrate the services of the local health

system, other than those identified in (i) or (ii) above; or

(iv) if requested by the LHIN.

(b) **LHIN Evaluation of the Pre-proposal:** Use of the pre proposal process is not formal Notice of a proposed integration under s. 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by section 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.

(c) Where an HSP integrates its services with those of another person and the integration relates to services funded in whole or in part by the LHIN, the HSP will follow the provisions of s. 27 of LHSIA. Without limiting the foregoing, a transfer of services from the HSP to another person or entity is an example of an integration to which s. 27 may apply.

6.4 Proposing Integration Activities in the Planning Submission. No integration activity described in subsection 6.3 may be proposed in a Planning Submission unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in 6.3.

6.5 Termination of Designation of Convalescent Care Beds.

(a) Notwithstanding s. 6.3, the provisions in this sub article 6.5 apply to the termination of a designation of convalescent care Beds.

(b) The HSP may at any time terminate the designation of the convalescent care Beds and revert them back to long-stay Beds by giving thirty (30) calendar days' prior written notice of termination to the Ministry and to the LHIN. A convalescent care Bed will revert to a long-stay Bed on the later of thirty (30) calendar days after the HSP has given the notice of termination, or on the day that the resident who is occupying that convalescent care Bed has been discharged from that Bed.

(c) The LHIN may terminate the designation of the convalescent care Beds at any time, upon giving at least sixty (60) calendar days' written notice to the HSP. A convalescent care Bed will revert to a long-stay Bed on the later of sixty (60) calendar days after the LHIN has given the notice of termination, or on the day that the resident who is occupying that convalescent care Bed has been discharged from that Bed.

6.6 In this Article 6, the terms "integrate", "integration" and "services" have the same meanings attributed to them in subsection 2(1) and section 23 respectively of LHSIA, as it and they may be amended from time to time.

"service" includes,

- (a) a service or program that is provided directly to people,
- (b) a service or program, other than a service or program described in clause (i), that supports a service or program described in that clause, or
- (c) a function that supports the operations of a person or entity that provides a

service or program described in clause (i) or (ii).

"integrate" includes,

- (i) to co-ordinate services and interactions between different persons and entities,
- (ii) to partner with another person or entity in providing services or in operating,
- (iii) to transfer, merge or amalgamate services, operations, persons or entities,
- (iv) to start or cease providing services,
- (v) to cease to operate or to dissolve or wind up the operations of a person or entity,

and "integration" has a similar meaning;

ARTICLE 7.0 – PERFORMANCE

7.1 Performance. The Parties will strive to achieve on-going performance improvement. They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

(a) Each Party will notify the other Party of the existence of a Performance Factor, as soon as reasonably possible after the Party becomes aware of the Performance Factor. The Notice will:

- (i) describe the Performance Factor and its actual or anticipated impact;
- (ii) include a description of any action the Party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
- (iii) indicate whether the Party is requesting a meeting to discuss the Performance Factor; and
- (iv) address any other issue or matter the Party wishes to raise with the other Party.

(b) The recipient Party will provide a written acknowledgment of receipt of the Notice within seven Days of the date on which the Notice was received ("Date of the Notice").

(c) Where a meeting has been requested under 7.2(a) the Parties agree to meet and discuss the Performance Factors within fourteen Days of the Date of the Notice, in accordance with the provisions of subsection 7.3.

7.3 Performance Meetings. During a meeting on performance, the Parties will:

- (i) discuss the causes of a Performance Factor;
- (ii) discuss the impact of a Performance Factor on the local health system and the risk resulting from non-performance; and
- (iii) determine the steps to be taken to remedy or mitigate the impact of the Performance Factor (the "Performance Improvement Process").

7.4 The Performance Improvement Process.

(a) The Performance Improvement Process will focus on the risks of non-performance and problem-solving. It may include one or more of the following actions:

- (i) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
- (ii) the conduct of a Review;
- (iii) a revision and amendment of the HSP's obligations; and or
- (iv) an in-year, or year end, adjustment to the Funding;

among other possible means of responding to the Performance Factor or improving performance.

(b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement. Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.

ARTICLE 8.0 - REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting

(a) **Generally.** The LHIN's ability to enable its local health system to provide appropriate, co-ordinated, effective and efficient health services as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, its Residents and its performance of its obligations under this Agreement, is under the HSP's control.

(b) **Specific Obligations.** The HSP

- (i) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports other than personal health information as defined in subsection 31 (5) of the *CFMA*, that (i) the LHIN requires for the purposes of exercising its powers and duties under this Agreement, LHSIA or for the purposes that are prescribed under LHSIA, or (ii) may be requested under the *CFMA*;
- (ii) will comply with the applicable reporting standards and requirements in both Chapter 9 of the Ontario Healthcare Reporting Standards and the RAI MDS Tools;
- (iii) will fulfil the specific reporting requirements set out in Schedule C;
- (iv) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
- (v) agrees that every Report submitted by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

(c) **RAI/MDS.** Without limiting the foregoing, the HSP

- (i) will conduct quarterly assessments of Residents, and all other assessments of Residents required by the RAI/MDS Tools, using the RAI/MDS Tools;
- (ii) will ensure that the RAI-MDS Tools are used correctly to produce an accurate assessment of the HSP's Residents (RAI MDS Data);
- (iii) will submit the RAI-MDS Data to the Canadian Institute for Health Information in an electronic format at least quarterly in accordance with the submission guidelines set out by CIHI; and
- (iv) acknowledges that if used incorrectly, the RAI-MDS Tools can increase Funding beyond that to which the HSP would otherwise be entitled. The HSP will therefore have systems in place to regularly monitor, evaluate and where necessary correct the quality and accuracy of the RAI-MDS Data.

(d) **French Language Services.** If the HSP is required to provide services to the public in French under the provisions of the *French Language Services Act*, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the *French Language Service Act*, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.

(e) **Declaration of Compliance.** On or before March 1 of each Funding Year, the Board will issue a Compliance Declaration declaring that the HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule E and may be amended from time to time through the term of this Agreement.

(f) **Financial Reductions.** Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction if any of the Reports are received after the due date, are incomplete, or are inaccurate where the errors or delay were not as a result of either LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be taken from funding designated for this purpose in Schedule B as follows:

- (i) if received within 7 days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (i) a reduction of 0.02 percent (0.02%) of the Funding; or (ii) two hundred and fifty dollars (\$250.00); and
- (ii) for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

(a) During the term of this Agreement and for seven (7) years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon twenty-four hours' Notice to the HSP and during normal business hours enter the HSP's premises to:

- (i) inspect and copy any financial records, invoices and other financially-related documents, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (ii) inspect and copy non-financial records, other than personal health information as defined in subsection 31(5) of the CFMA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review (i) was made necessary because the HSP did not comply with Applicable Law or Policy; or (ii) determines that the HSP has not fulfilled its obligations under Applicable Law or Policy. .
- (c) To assist in respect of the rights set out in (b) above the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review..
- (e) HSP's obligations under sub article 8.2 will survive any termination or expiration of this Agreement.

8.3 Document Retention and Record Maintenance. The HSP will

- (i) retain all records (as that term is defined in FIPPA) related to the HSP's performance of its obligations under this Agreement for seven (7) years after the termination or expiration of the term of this Agreement. The HSP's obligations under this paragraph will survive any termination or expiry of this Agreement;
- (ii) keep all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Services in a manner consistent with either generally accepted accounting principles or international financial reporting standards as advised by the HSP's auditor; and
- (iii) keep all non-financial documents and records relating to the Funding or otherwise to the Services in a manner consistent with all Applicable Law.

8.4 Disclosure of Information.

- (a) FIPPA. The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) Confidential Information. The Parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing Party or as permitted or required under FIPPA, the Municipal Freedom of Information and Protection of Privacy Act, the Personal Health Information Protection

Act, the Act, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA and the CFMA.

8.5. Transparency. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at the Home and on its public website if the HSP operates a public website.

8.6 Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 - ACKNOWLEDGEMENT OF LHIN SUPPORT

9.1 Publication. For the purposes of this Article 9, the term "publication" means any material on or concerning the Services that the HSP makes available to the public, regardless of whether the material is provided electronically or in hard copy. Examples include a web-site, an advertisement, a brochure, promotional documents and a report. Materials that are prepared by the HSP in order to fulfil its reporting obligations under this Agreement are not included in the term "publication".

9.2 Acknowledgment of Funding Support.

- (a) The HSP agrees all publications will include
 - (i) an acknowledgment of the Funding provided by the LHIN and the Government of Ontario. Prior to including an acknowledgement in any publication, the HSP will obtain the LHIN's approval of the form of acknowledgement. The LHIN may, at its discretion, decide that an acknowledgement is not necessary; and
 - (ii) a statement indicating that the views expressed in the publication are the views of the HSP and do not necessarily reflect those of the LHIN or the Government of Ontario.
- (b) The HSP shall not use any insignia or logo of Her Majesty the Queen in right of Ontario, including those of the LHIN, unless it has received the prior written permission of the LHIN to do so.

ARTICLE 10.0 – REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 General. The HSP represents, warrants and covenants that:

- (i) it is, and will continue for the term of this Agreement to be, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (ii) it has the experience and expertise necessary to carry out the Services;
- (iii) it holds all permits, licences, consents intellectual property rights and

authorities necessary to perform its obligations under this Agreement;

- (iv) all information that the HSP provided to the LHIN in its Planning Submission or otherwise in support of its application for funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement;
- (v) it has not and will not for the term of this Agreement, enter into a non-arm's transaction that is prohibited by the Act; and
- (vi) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy.

10.2 Execution of Agreement. The HSP represents and warrants that:

- (i) it has the full power and authority to enter into this Agreement; and
- (ii) it has taken all necessary actions to authorize the execution of the Agreement.

10.3 Governance.

(a) The HSP represents warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:

- (i) that set out a code of conduct for, and that identify the ethical obligations of HSP's Personnel;
- (ii) To ensure the ongoing effective functioning of the HSP;
- (iii) for effective and appropriate decision-making;
- (iv) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
- (v) for the prudent and effective management of the Funding;
- (vi) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with the Act and LHSIA;
- (vii) to enable the preparation, approval and delivery of all Reports; and
- (viii) to address complaints about the provision of Services, the management or governance of the HSP.

(b) The HSP represents and warrants that it:

- (i) has, or will have within 60 days of the execution of this Agreement, a Performance Agreement with its CEO.
- (ii) will take all reasonable care to ensure that its CEO complies with the Performance Agreement; and
- (iii) will enforce the HSP's rights under the Performance Agreement.

10.4 Funding, Services and Reporting. The HSP represents warrants and covenants that

(a) The Funding is, and will be continued to be, used only to provide the Services in accordance with the terms of this Agreement:

- (b) the Services are and will continue to be provided:
 - (i) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (ii) in compliance with Applicable Law and Applicable Policy; and
- (c) Every Report is, and will continue to be, accurate and in full compliance with the provisions of this Agreement, including any particular requirements applicable to the Report.

10.5 Supporting Documentation. Upon request, the HSP will provide the LHIN with proof of the matters referred to in this Article.

ARTICLE 11.0 - LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

11.1 Limitation of Liability. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel for costs, losses, claims, liabilities and damages howsoever caused (including any incidental, indirect, special or consequential damages, injury or any loss of use or profit of the HSP) arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the gross negligence or wilful act of any of the Indemnified Parties.

11.2 Same. For greater certainty and without limiting subsection 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel carry out the Services and is therefore not responsible to the HSP for such Services. Moreover the LHIN is not contracting with or employing any HSP's Personnel to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel required by the HSP to carry out this Agreement.

11.3 Indemnification. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively "Claims"), by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless solely caused by the negligence or wilful misconduct of any Indemnified Parties. The HSP further agrees to indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including without limitation the LHIN, claimed or resulting from such Claims.

11.4 Insurance.

- (a) **Generally.** The HSP shall protect itself from and against all claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel

under this Agreement and more specifically all claims that might arise from anything done or omitted to be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

(b) **Required Insurance.** The HSP will put into effect and maintain, 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 in the business of the HSP would maintain including, but not limited to, the following at its own expense.

1. **Commercial General Liability Insurance.** Commercial General Liability Insurance, for third party bodily injury personal injury and property damages to an to an inclusive limit of not less than five million dollars per occurrence and not less than two million dollars products and completed operations aggregate. The policy will include the following clauses:

- (i) The Indemnified Parties as additional insureds;
- (ii) Contractual Liability;
- (iii) Cross-Liability
- (iv) Independent Contractors;
- (v) Products and Completed Operations Liability;
- (vi) A valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies;
- (vii) Tenants Legal Liability (for premises/building leases only);
- (viii) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and,
- (ix) A thirty-Day written notice of cancellation, termination or material change.

2. Property insurance on property of every description, including business interruption for the term of "all risk" of physical loss or damage, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. Such insurance shall be written to include replacement cost value and shall not include a co-insurance clause. All reasonable deductibles and/or self-insured retentions are the responsibility of the HSP.

3. Boiler and machinery insurance (including pressure objects, machinery objects and service supply objects) on a comprehensive basis. Such insurance shall be written to include repair and replacement value and shall not include a co-insurance clause. All reasonable deductibles and/or self insured retentions are the responsibility of the HSP.

4. Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.

5. **Professional Liability Insurance.** Professional Liability Insurance to an inclusive limit of not less than five million dollars per occurrence for each claim of negligence resulting in bodily injury, death or property damage, arising directly or indirectly from the professional services rendered by the HSP, its officers, agents or employees.

6. Administrators Errors & Omission Liability Insurance, to an inclusive limit of not less than 2 million dollars per claim, with an annual aggregate of not less than 4 million dollars, responding to claims of wrongful acts of the HSP directors, board members, employees and volunteers in the discharge of their duties on behalf of the HSP.

(c) **Certificates of Insurance.** The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 - TERMINATION

12.1 Termination by the LHIN.

(a) **Immediate Termination.** The LHIN may terminate this Agreement immediately upon giving Notice to the HSP if:

- (i) the HSP is unable to provide or has discontinued the Services in whole or in part or the HSP ceases to carry on business;
- (ii) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (iii) the LHIN is directed, pursuant to the Act, to terminate this Agreement by the Minister or the Director;
- (iv) the Home has been closed in accordance with the Act; or
- (v) as provided for in section 4.6, the LHIN does not receive the necessary funding from the MOHLTC.

(b) **Termination in the Event of Financial Difficulties.** If the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver the LHIN will consult with the Director before determining whether this Agreement will be terminated. If the LHIN terminates this Agreement because a person has exercised a security interest as contemplated by section 107 of the Act, the LHIN would expect to enter into a service accountability agreement with the person exercising the security interest or the receiver or other agent acting on behalf of that person where the person has obtained the Director's approval under s. 110 of the Act and has met all other relevant requirements of Applicable Law.

(c) **Opportunity to Remedy Material Breach.** If an HSP breaches any material provision of this Agreement, including, but not limited to, the reporting requirements in Article 8 and the representations and warranties in Article 10 and the breach has not been satisfactorily resolved under Article 7, the LHIN will give the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will advise the HSP that the LHIN will terminate this Agreement:

- (i) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
- (ii) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN; and

the LHIN may then terminate this Agreement in accordance with the Notice.

12.2 Termination of Services by the HSP.

(a) Except as provided in 12.2(b) and (c) below, the HSP may terminate this Agreement at any time, for any reason, upon giving the LHIN at least six months' Notice.

(b) Where the HSP intends to cease providing the Services and close the Home, the HSP will provide Notice to the LHIN at the same time the HSP is required to provide notice to the Director under the Act. The HSP will ensure that the closure plan required by the Act is acceptable to the LHIN.

(c) Where the HSP intends to cease providing the Services as a result of an intended sale or transfer of a License in whole or in part, the HSP will comply with s. 6.3 of this Agreement. Notice under s. 27 of LHSIA will not be effective unless accompanied by a transition plan that is acceptable to the LHIN, if such a transition plan is requested pursuant to s. 6.3.

12.3 Consequences of Termination.

(a) If this Agreement is terminated pursuant to this Article, the LHIN may:

- (i) cancel all further Funding instalments;
- (ii) demand the repayment of any Funding remaining in the possession or under the control of the HSP;
- (iii) determine the HSP's reasonable costs to wind down the Services; and
- (iv) permit the HSP to offset the costs determined pursuant to subsection (iii), against the amount owing pursuant to subsection (ii).

(b) Despite (a), if the cost determined pursuant to section 12.3(a) (iii) exceeds the Funding remaining in the possession or under the control of the HSP the LHIN will not provide additional monies to the HSP to wind down the Services.

- 12.4 Effective Date.** The effective date of any termination under this Article will be the last Day of the Notice period, the last Day of any subsequent Notice period or immediately, which ever applies.
- 12.5 Corrective Action.** Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.

ARTICLE 13.0 – NOTICE

- 13.1 Notice.** A Notice will be in writing; delivered personally, by pre-paid courier, or sent by facsimile with confirmation of receipt or by any form of mail where evidence of receipt is provided by the post office. A Notice will be addressed to the other Party as provided below or as either Party will later designate to the other in writing:

To the LHIN:

South East Local Health Integration
Network
71 Adam Street
Belleville, ON K8N 5K3

Attention: CEO

Fax: 613-967-1341
Telephone: 613-967-0196

To the HSP:

St. Lawrence Lodge
1803 County Road #2 East,
Postal Bag #1130
Brockville, ON K6V 5W2

Attention: Administrator

Fax: 613-345-1029
Telephone: 613-345-0255 ext 4106

- 13.2 Notices Effective From.** A Notice will be effective at the time the delivery is made if the Notice is delivered personally, by pre-paid courier or by facsimile. If delivered by mail, a Notice will be effective five business days after the day it was mailed.

ARTICLE 14.0- INTERPRETATION

- 14.1 Interpretation.** In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- 14.2 Jurisdiction.** Where this Agreement requires compliance with the Act, the Director will determine compliance and advise the LHIN. Where the Act requires compliance with this Agreement, the LHIN will determine compliance and advise the Director.
- 14.3 Determinations by the Director.** All determinations required by the Director under this Agreement are subject to an HSP's rights of review and appeal under the Act.
- 14.4 The Act.** For greater clarity, nothing in this Agreement supplants or otherwise excuses the HSP from the fulfillment of any requirements of the Act. The HSP's obligations in respect of LHSIA and this Agreement are separate and distinct from the HSP's obligations under the Act.

ARTICLE 15.0 – ADDITIONAL PROVISIONS

- 15.1 Currency.** All payment to be made by the LHIN or the HSP under this Agreement shall be made in the lawful currency of Canada.
- 15.2 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- 15.3 Terms and Conditions on Any Consent.** Any consent or approval that the LHIN may grant under this Agreement is subject to such terms and conditions as the LHIN may reasonably require.
- 15.4 Waiver.** A Party may only rely on a waiver of the Party's failure to comply with any term of this Agreement if the other Party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 15.5 Parties Independent.** The Parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either Party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither Party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person or entity, nor with respect to any other action of the other Party.
- 15.6 LHIN is an Agent of the Crown.** The Parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.
- 15.7 Express Rights and Remedies Not Limited.** The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including the Act, LHSIA and the CFMA, nor the right to exercise its right under these statutes at any time.
- 15.8 No Assignment.** The HSP will not assign either this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN which consent shall not be unreasonably withheld. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- 15.9 Governing Law.** This Agreement and the rights, obligations and relations of the Parties

hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation or arbitration arising in connection with this Agreement will be conducted in Ontario unless the Parties agree in writing otherwise.

- 15.10 Survival.** The provisions in Articles 1.0, 2.4, 4.6, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- 15.11 Further Assurances.** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 15.12 Amendment of Agreement.** This Agreement may only be amended by a written agreement duly executed by the Parties.
- 15.13 Counterparts.** This 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.

ARTICLE 16.0 - ENTIRE AGREEMENT

- 16.1 Entire Agreement.** This Agreement together with the appended Schedules constitutes the entire Agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

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

SOUTH EAST LOCAL HEALTH INTEGRATION NETWORK

By:

Donna Segal, Chair

Date

And by:

Paul Huras, CEO

Date

St. Lawrence Lodge

By:

Jim Pickard, Chair, Committee of Management
I have authority to bind the HSP

Date

And by:

Tom Harrington, Administrator
I have authority to bind the HSP

Date

And by:
United Counties of Leeds and Grenville

Ron Holman, Warden,
I have authority to bind the HSP

Date

And by:

Andy Brown, CAO
I have authority to bind the HSP

Date

And by:
City of Brockville

David Henderson, Mayor
I have authority to bind the HSP

Date

And by:

Sandra Seale, City Clerk
I have authority to bind the HSP

Date

And by:
Town of Gananoque

Erika Demchuk, Mayor
I have authority to bind the HSP

Date

And by:

Robert Small, CAO
I have authority to bind the HSP

Date

And by:
Town of Prescott

Brett Todd, Mayor
I have authority to bind the HSP

Date

And by:

Randy Helmer, CAO
I have authority to bind the HSP

Date

Schedule A: Description of Home and Beds

Description of Home and Beds							
A-1 General Information							
LTCH Legal Name		St. Lawrence Lodge – United Counties of Leeds and Grenville					
LTCH Common Name		St. Lawrence Lodge					
LTCH Facility ID Number LTCH Facility (master number for RAI MDS)		H11279					
Owner/Parent Organization		United Counties; City of Brockville; Town of Prescott; Town of Gananoque					
Address		1803 County Road #2					
City		Brockville			Postal Code		K6V 5T1
Geography served (catchment area)		Leeds and Grenville Counties					
Accreditation organization							
Date of Last Accreditation		Not Applicable		Year(s) Awarded		Not Applicable	
A-2 LTCH Classification							
	Total # of Beds	A	B	C	D	New	Other
Licensed/Approved Beds	224	224					
Bed Types							
Bed Types	Total # of Beds	Comments/Additional Information					
Convalescent Care Beds							
Respite Beds							
Beds in Abeyance							
ELDCAP Beds							
Interim Beds							
Veterans' Priority Access beds	3						
Other beds available under a Temporary Emergency Licence or Short-Term Authorization							

Schedule B

Additional Terms and Conditions Applicable to the Funding Model

1.0 Background. The LHINs provide subsidy funding to long-term care home health service providers pursuant to a funding model set by the MOHLTC. The current model provides estimated per diem funding that is subsequently reconciled. The current funding model is under review and may change during the term of the Agreement. As a result, and for ease of amendment during its term, the Agreement incorporates certain terms and conditions that relate to the funding model in this Schedule B.

2.0 Additional Definitions. Any terms not otherwise defined in this Schedule have the same meaning attributed to them in the Agreement. The following terms have the following meanings:

"Approved Funding" means the allowable subsidy for the Term determined by reconciling the Estimated Provincial Subsidy in accordance with Applicable Law and Applicable Policy

"Construction Funding Subsidy" or "CFS" means the funding that the MOHLTC agreed to provide to the HSP in an agreement for the construction, development, redevelopment, retrofitting or upgrading of beds (a "Development Agreement").

"Envelope" is a portion of the Estimated Provincial Subsidy that is designated for a specific use. There are four Envelopes in the Estimated Provincial Subsidy as follows:

- (a) the "Nursing and Personal Care" envelope;
- (b) the "Program and Support Services" envelope;
- (c) the "Raw Food" envelope; and
- (d) the "Other Accommodation" envelope.

"Estimated Provincial Subsidy" means the estimated provincial subsidy calculated in accordance with Applicable Policy.

"Reconciliation Reports" means the reports as required by Applicable Policy including the Long-term Care Home Annual Report and, the In-Year Revenue/Occupancy Report.

3.0 Provision of Funding.

3.1 In each Funding Year, the LHIN shall advise the HSP of the amount of its Estimated Provincial Subsidy. The amount of the Estimated Provincial Subsidy shall be calculated on both a monthly basis and an annual basis and will be allocated among the Envelopes and other funding streams applicable to the HSP, including the CFS.

3.2 The Estimated Provincial Subsidy shall be provided to the HSP on a monthly basis in accordance with the monthly calculation described in 3.1. Payments will be made to the HSP on or about the twenty-second (22nd) day of each month of the Term.

3.3 CFS will be provided as part of the Estimated Provincial Subsidy and in accordance with the terms of the Development Agreement and Applicable Policy. This obligation survives any termination of the Agreement.

4.0 Use of Funding.

4.1 The HSP shall use the funding allocated for an Envelope for the use set out in the Applicable Policy.

4.2 The HSP shall not transfer any such portion of the Estimated Provincial Subsidy in the

"Raw Food" envelope, to any other Envelope:

4.3 The HSP may transfer all or any of the part of the Estimated Provincial Subsidy for the Other Accommodation Envelope to any other Envelope without the prior written approval of the LHIN, provided that the HSP has complied with the standards and criteria for the "Other Accommodation" Envelope as set out in Applicable Policy.

4.4 The HSP may transfer any part of the Estimated Provincial Subsidy in the (a) Nursing and Personal Care" envelope; or (b) the "Program and Support Services envelope; to any Envelope other than the Other Accommodation Envelope without the prior written approval of the LHIN provided that the transfer is done in accordance with Applicable Policy.

4.5 In the event that a financial reduction is determined by the LHIN, the financial reduction will be applied against the portion of the Estimated Provincial Subsidy in the "Other Accommodation" Envelope.

5.0 Construction Funding Subsidies.

5.1 Subject to 5.2 and 5.3 the HSP is required to continue to fulfill all commitments identified in Schedule A of the service agreement in effect between the HSP and the LHIN on June 30, 2010 (the "CFS Commitments") and the CFS Commitments are hereby incorporated into and deemed part of this Agreement.

5.2 The HSP is not required to continue to fulfill those CFS Commitments that the Ministry has agreed in writing: (i) have been satisfactorily fulfilled; or (ii) are no longer required to be fulfilled; and the HSP is able to provide the LHIN with a copy of such written agreement.

5.3 Where this Agreement establishes or requires a service requirement that surpasses the service commitment set out in the CFS Commitments, the HSP is required to comply with the service requirements in this Agreement.

5.4 The MOHLTC will be responsible for monitoring the HSP's on-going compliance with the CFS Commitments. Notwithstanding the foregoing, the HSP agrees to certify its compliance with the CFS Commitments when requested to do so by the LHIN.

6.0 Reconciliation.

6.1 The HSP shall complete the Reconciliation Reports and submit them to the LHIN in accordance with Schedule C. The Reconciliation Reports shall be in such form and containing such information as required by Applicable Policy or as otherwise required by the LHIN pursuant to Article 8 of the Agreement.

6.2 The Estimated Provincial Subsidy provided by the LHIN under section 3.0 of this Schedule shall be reconciled by the LHIN in accordance with Applicable Law and Applicable Policy to produce the Approved Funding.

6.3 In accordance with the Applicable Law and Applicable Policy, if the Estimated Provincial Subsidy paid to the HSP exceeds the Approved Funding for any period, the excess is a debt due and owing by the HSP to the Crown in right of Ontario which shall be paid by the HSP to the Crown in right of Ontario and, in addition to any other methods available to recover the debt, the LHIN may deduct the amount of the debt from any subsequent amounts to be provided by the LHIN to the HSP. If the Estimated Provincial Subsidy paid for any period is less than the Approved Funding, the LHIN shall provide the difference to the HSP.

Schedule C – Reporting Requirements

1. In-Year Revenue/Occupancy Report	
Reporting Period	Estimated Due Dates¹
2013 – Jan 01-13 to Sept 30-13	By October 15, 2013
2014 – Jan 01-14 to Sept 30-14	By October 15, 2014
2015 – Jan 01-15 to Sept 30-15	By October 15, 2015
2. Long-Term Care Home Annual Report	
Reporting Period	Estimated Due Dates¹
2013 - Jan 01-13 to Dec 31-13	By September 30, 2014
2014 – Jan 01-14 to Dec 31-14	By September 30, 2015
2015 – Jan 01-15 to Dec 31-15	By September 30, 2016
3. Performance Report	
2013-2014	Due Dates
Q2 – Apr 01-13- to Sept 30-13	October 31, 2013
Q3 – Apr 01-13- to Dec 31-13	January 31, 2014
Q4 – Apr 01-13- to March 31-14	April 30, 2014
2014-2015	Due Dates
Q2 – Apr 01-14- to Sept 30-14	October 31, 2014
Q3 – Apr 01-14- to Dec 31-14	January 31, 2015
Q4 – Apr 01-14- to March 31-15	April 30, 2015
2015-2016	Due Dates
Q2 – Apr 01-15- to Sept 30-15	October 30, 2015
Q3 – Apr 01-15- to Dec 31-15	January 29, 2016
Q4 – Apr 01-15- to March 31-16	April 29, 2016
4. French Language Services Report	
Fiscal Year	Due Dates
2013-14 – Apr 01-13 to March 31-14	April 30, 2014
2014-15 – Apr 01-14 to March 31-15	April 30, 2015
2015-16 – Apr 01-15 to March 31-16	April 29, 2016
5. OHRS/MIS Trial Balance Submission	
2013-2014	Due Dates (Must pass 3c Edits)
Q2 – Apr 01-13- to Sept 30-13 (Fiscal Year)	October 31, 2013
Q2 – Jan 01-13 to Jun 30-13 (Calendar Year)	
Q3 – Apr 01-13- to Dec 31-13 (Fiscal Year)	January 31, 2014
Q3 – Jan 01-13 to Sept 30-13 (Calendar Year)	Optional Submission
Q4 – Apr 01-13- to March 31-14 (Fiscal Year)	May 30, 2014
Q4 – Jan 01-13 to Dec 31-13 (Calendar Year)	

¹ These are estimated dates from the Ministry and are subject to change.

Schedule C – Reporting Requirements Cont'd/

5. OHRS/MIS Trial Balance Submission Cont'd	
2014-2015	Due Dates (Must pass 3c Edits)
Q2 - Apr 01-14 to Sept 30 -14 (Fiscal Year)	October 31, 2014
Q2- Jan 01-14 to June 30-14 (Calendar Year)	
Q3 - Apr 01-14 to Dec 31-14 (Fiscal Year)	January 31, 2015
Q3 Jan 01-14 to Sept 30-14 (Calendar Year)	Optional Submission
Q4 - Apr 01-14 to March 31-15 (Fiscal Year)	May 30, 2015
Q4 Jan 01-14 to Dec 31-14 (Calendar Year)	
2015-2016	Due Dates (Must pass 3c Edits)
Q2 -Apr 01-15 to Sept 30 – 15 (Fiscal Year)	October 31, 2015
Q2 – Jan 01-15 to June 20-15 (Calendar Year)	
Q3 -Apr 01-15 to Dec 31-15 (Fiscal Year)	January 31, 2016
Q3 Jan 01-15 to Sep 30-15 (Calendar Year)	Optional Submission
Q4 -Apr 01-15 to March 31-16 (Fiscal Year)	May 30, 2016
Q4 Jan 01-15 to Dec 31-15 (Calendar Year)	
6. Compliance Declaration	
Funding Year	Due Dates
January 1, 2013 – December 31, 2013	March 1, 2014
January 1, 2014 – December 31, 2014	March 1, 2015
January 1, 2015 – December 31, 2015	March 1, 2016
7. RAI MDS	
Funding Year	Due Dates
At least quarterly during each Funding Year in the term of this Agreement, or otherwise in accordance with the submission guidelines set out by CIHI.	As established and advised by the Ministry on behalf of the LHIN.
8. Staffing Report	
Reporting Period	Estimated Due Dates¹
January 1, 2013 – December 31, 2013	June 15, 2014
January 1, 2014 – December 31, 2014	June 15, 2015
January 1, 2015 – December 31, 2015	June 15, 2016

Schedule D – Performance

1.0 Performance Indicators

The HSP's delivery of the Services will be measured by the following Indicators, Targets and where applicable Performance Standards. In the following table:

n/a means 'not-applicable', that there is no defined Performance Standard for the indicator for the applicable year.

tbd means a Target, and a Performance Standard, if applicable, will be determined during the applicable year.

PAN-LHIN SYSTEM IMPERATIVES	OUTCOME OBJECTIVES	INDICATORS P=Performance Indicator E=Explanatory Indicator	2013/14		2014/15		2015/16	
			Performance		Performance		Performance	
			Target	Standard	Target	Standard	Target	Standard
1. Enabling Coordination and Transitions of Care for Targeted Populations	To reduce ALC days	Long-stay utilization (P)	99.5%	98.5%	99.5%	98.5%	99.5%	98.5%
2. Maintaining Achievement in Access, Accountability and Safety	To reduce avoidable hospital admission, reduce ED/Utilization visits	Median wait time to placement in LTC home (E)	n/a	n/a	n/a	n/a	n/a	n/a
3. Organizational Health	To ensure the organizational health of the home	Compliance status (P)	Yes	n/a	Yes	n/a	Yes	n/a
		Debt service coverage (DSC) ratio for non-municipal homes, organizations (E)	n/a	n/a	n/a	n/a	n/a	n/a

2.0 LHIN-Specific Performance Obligations.

Name	Objective to be achieved/demonstrated	Measure	Reporting Protocol	Reporting Requirements
French Language Services (FLS) <i>Non-identified HSPs in the SE</i>	To ensure compliance with L-SAA s. 8.1(d) Reporting French Language Services	Annual report to the LHIN with respect to how the HSP addresses the needs of its local Francophone community.	TBD a. in a format provided by the LHIN (Q4); or b. in WERS/SRI.	As per Schedule C – Reporting Requirements

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long Term Care Service Accountability Agreement

To: **The Board of Directors** of the South East Local Health Integration Network (the "LHIN"). Attn: Board Chair.

From: **The Board of Directors** (the "Board") of the [insert name of License Holder] (the "HSP")

For: [insert name of Home] (the "Home")

Date: [insert date]

Re: [January 1, 201X – December 31, 201x] (the "Applicable Period")

The Board has authorized me, by resolution dated [insert date], to declare to you as follows:

After making inquiries of the [insert name and position of person responsible for managing the Home on a day to day basis, e.g. the Chief Executive Office or the Executive Director] and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that

- (i) it has complied with the provisions of the *Local Health System Integration Act, 2006* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement;

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2013.

[insert name of individual authorized by the Board to make the Declaration on the Board's behalf],
[insert title]

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the L-SAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]

MOHLTC LSAA-related Policies Listing

The following documents are referenced in the 2013-16 L-SAA agreement between a Local Health Integration Network and a Healthcare Service Provider (HSP) who operates a Long-Term Care Home.

The following policies are posted on the public website of the Ministry of Health and Long-Term Care and are accessible by following the link: (www.health.gov.on.ca/lisaapolicies)

- Compliance Indicator
- Policy: Behavioural Supports Ontario Staffing Resources
- Policy: LTCH Level-of-Care Per Diem Funding Policy
- Policy: LTCH Furnishing and Equipment Management
- Policy: LTCH Reconciliation and Recovery Policy
- Policy: LTCH Level-of-Care Per Diem Funding Summary (January 1, 2013)
- Policy: LTCH Convalescent Care Additional Subsidy Funding Summary (April 1, 2012)
- Policy: LTCH Required Goods, Equipment, Supplies and Services
- Policy: LTCH Occupancy Targets Policy
- Policy: LTCH Non-Capital Occupancy Reduction Protection Guidelines
- Policy: Fill Rate Guidelines for New Interim LTC Beds
- Policy: LTCH Cash Flow Policy
- Policy: Policy for the Operation of Short-Stay Beds Under the Long-Term Care Homes Act, 2007
- Policy: Funding Policy for Suspension of Admission Due to Outbreaks
- Policy: LTCH Bad Debt Reimbursement
- Policy: Eligible Expenditures for Long-Term Care Homes
- Registered Practical Nurses in Long-Term Care Homes Initiative Funding Policy
- RAI-MDS 2.0 LTC Homes – Practice Requirements
- LTCH Design Manual, 2009
- Policy for Funding Construction Costs of LTC Homes, 2009
- Policy: Spousal Supplement for Two-Bed Room Shared by Spouses, 2011
- Long-Term Care Home Development Resources

March 4, 2013

REPORT TO FINANCE AND ADMINISTRATION COMMITTEE – MARCH 19, 2013

**2013-037-03
COUNCIL REMUNERATION
ONE-THIRD TAX FREE ALLOWANCE**

**S.M. SEALE
CITY CLERK
L. MURRAY
DEPUTY CITY CLERK**

RECOMMENDATION

That Council pass a resolution under authority of Section 283 of the current Municipal Act, deeming one-third of Council remuneration shall continue as expenses incident to the discharge of Council; and

THAT the necessary by-laws be enacted.

PURPOSE

The *Municipal Act, 2001*, as amended, Section 283 requires that Council shall review a by-law deeming one-third of Council remuneration as non-taxable, at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election.

ANALYSIS

A portion of Council remuneration may only be deemed “tax free” if a by-law was in effect before January 1, 2003. City Council passed By-law 093-2002, deeming one-third of Council remuneration as non-taxable on October 8, 2002. This by-law must be reviewed at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election. Council last reviewed this by-law on May 27, 2008 and re-confirmed that one-third of the remuneration is deemed as expenses and passed By-law 059-2008 to continue the tax free allowance.

Council may repeal a by-law under Section 283(5) and the repealing by-law shall be effective on January 1st of the year after the year in which it is passed. Once the by-law is repealed, future Councils may not re-instate the tax free allowance.

Current Remuneration

On January 1, 2013, remuneration for council members was increased as per the non-union salary increase policy. The current amounts of remuneration are:

• Mayor	\$ 38,495.00
• Councillors	\$ 16,981.00

2013-037-03

Council Remuneration One-Third Tax Free Allowance

Page 2 of 2

In accordance with By-law 059-2008 (A By-law Respecting Remuneration and Expenses for Member of Council, Local Boards and Officer and Servants of the Corporation (*Schedule 'A'*)) one-third of the annual remuneration is deemed to be for expenses incurred and therefore non-taxable.

The Leeds and Grenville Health Unit pays the City (directly) a per meeting allowance and mileage for attendance by the Council appointee. As per by-law 70-95 this remuneration/allowance is not paid to the member of council who is appointed to the Health Unit Board.

Expenses

Members of Council are eligible to be reimbursed for expenses incurred while attending seminars, conventions, or out of City business meetings. A copy of remuneration & expenses paid to Members of Council for 2012 is attached as Schedule 'B'.

Day to day expenses such as mileage, attendance at City functions and other incidental expenses are not reimbursed, but deemed to be part of the one third non-taxable remuneration.

FINANCIAL CONSIDERATIONS

There would not be any financial implications to the Corporation of the City of Brockville if a resolution is passed to continue the practice of the one-third tax-free allowance.

If the tax-free allowance is discontinued, would current policies prevail, disallowing Council Members to receive reimbursement for day to day expenses? Should a policy be developed for reimbursement of Council Member's expenses? This could have an impact on the City's budget which would have to be analyzed by the Finance Department.

Respectfully submitted,


S. M. Seale
City Clerk
L. Murray
Deputy City Clerk
Bob Casselman
City Manager
David Dick
Director of Corporate Services

THE CORPORATION OF THE CITY OF BROCKVILLE

By-Law Number 059-2008

*A By-law deeming one-third of Council
Remuneration as non-taxable*

WHEREAS the Council for the Corporation of the City of Brockville, under Section 283 of *Municipal Act, 2001* passed By-law 013-2006, deeming one-third of Council remuneration as non-taxable; and

WHEREAS under Section 283 of *Municipal Act, 2001*, Council shall review a by-law under subsection (5) at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election;

WHEREAS the Council for the Corporation has reviewed said by-law at a public meeting held May 27th, 2008.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF BROCKVILLE ENACTS AS FOLLOWS:

THAT the Corporation of the City of Brockville hereby deems one-third of Council remuneration shall continue as expenses incident to the discharge of duties.

Given under the Seal of the
Corporation of the City of Brockville
and passed this 27th Day of May, 2008



Mayor



Clerk

Schedule B

**MEMBERS OF COUNCIL
CITY OF BROCKVILLE
STATEMENT OF REMUNERATION & EXPENSES PAID
AS AT DECEMBER 31, 2012**

	<u>HONORARIUMS PAID</u>	<u>EXPENSES PAID</u>	<u>TOTAL PAID</u>	<u>CREDITS</u>	<u>TOTAL</u>
MAYOR HENDERSON	37,848.92	12,614.93	50,463.85	490.40 ⁽¹⁾	49,973.45
COUNCILLOR BAKER	16,696.04	-	16,696.04		16,696.04
COUNCILLOR BEATTY	16,696.04	-	16,696.04	449.40 ⁽²⁾	16,246.64
COUNCILLOR BLANCHARD	16,696.04	410.31	17,106.35		17,106.35
COUNCILLOR BURSEY	16,696.04	1,631.32	18,327.36		18,327.36
COUNCILLOR EARLE	16,696.04	18.01	16,714.05	317.60 ⁽³⁾	16,396.45
COUNCILLOR FULLARTON	16,696.04	-	16,696.04		16,696.04
COUNCILLOR KALIVAS	16,696.04	-	16,696.04		16,696.04
COUNCILLOR LESUEUR	16,696.04	648.34	17,344.38		17,344.38
COUNCILLOR MCFALL	16,696.04	-	16,696.04		16,696.04
	<u>188,113.28</u>	<u>15,322.91</u>	<u>203,436.19</u>		<u>202,178.79</u>

⁽¹⁾ These were paid directly to the City by the Cataraqui Region Conservation Authority for meetings attended by Mayor Henderson.

⁽²⁾ These were paid directly to the City by the Health Unit for meetings attended by Councillor Beatty.

⁽³⁾ These were paid directly to the City by the Cataraqui Region Conservation Authority for meetings attended by Councillor Earle.

**ANALYSIS OF REMUNERATION AND EXPENSES PAID
FOR THE YEAR ENDED DECEMBER 31, 2012**

COUNCIL MEMBER	EXPLANATION	HONORARIUM RECEIVED	EXPENSES PAID	TOTAL RECEIVED
MAYOR HENDERSON	City Council	37,848.92		37,848.92
	BCI Reunion		100.00	
	Brockville Community Care & Share Golf Tournament		100.00	
	Brockville Concert Association Fundraiser		125.00	
	Brockville Police Association Annual Event		100.00	
	Chamber of Commerce Christmas Event		25.44	
	Chamber of Commerce Awards Gala		132.29	
	Chamber of Commerce Networking Boat Cruise		25.44	
	Kinsmen 50th Anniversary Dinner		103.17	
	Knights of Columbus Dinner		23.22	
	Officer's Mess Dinner		76.54	
	Palliative Care Fundraiser		245.00	
	Royal Canadian Legion - Robbie Burns Night		50.00	
	Spencerville Mill Foundation Fundraising Dinner		33.00	
	St. Lawrence College Foundation Fundraiser		175.00	
	Steve Clarke MPP Annual Event		150.00	
	United Counties CAO Retirement Dinner		90.00	
	AMO Conference - Ottawa		858.27	
	Ontario Good Roads Association Conference		1,523.52	
	Ontario Association of Police Service Boards		734.94	
	Business Lunches		708.15	
	Mileage		2,140.08	
	Trip to Russia		2,628.83	
	Trip to France		2,467.04	
	-			12,614.93
COUNCILLOR BAKER	City Council	16,696.04		16,696.04
COUNCILLOR BEATTY	City Council	16,696.04		16,696.04
COUNCILLOR BLANCHARD	City Council	16,696.04		17,106.35
	OAPSB Fall Seminar		410.31	
COUNCILLOR BURSEY	City Council	16,696.04		18,327.36
	AMO Conference - Ottawa		1,533.84	
	Mayor's Outlook Luncheon		22.52	
	Chamber of Commerce AGM & Breakfast		18.01	
	Chamber of Commerce Networking Breakfast		18.01	
	Chamber of Commerce Networking Boat Cruise		25.44	
	Chamber of Commerce Networking Breakfast		13.50	
COUNCILLOR EARLE	City Council	16,696.04		16,714.05
	Chamber of Commerce Networking Breakfast		18.01	
COUNCILLOR FULLARTON	City Council	16,696.04		16,696.04
COUNCILLOR KALIVAS	City Council	16,696.04		16,696.04
COUNCILLOR LESUEUR	City Council	16,696.04		17,344.38
	AMO Conference - Ottawa		625.83	
	Chamber of Commerce Function		22.51	
COUNCILLOR MCFALL	City Council	16,696.04		16,696.04
		188,113.28	15,322.91	203,436.19

AMOUNT PAID TO OR ON BEHALF CITIZENS APPOINTED BY COUNCIL TO VARIOUS BOARDS

CITIZEN	BOARD	DESCRIPTION	AMOUNT
<u>Police Board</u>			
No honourariums paid to Mayor or Council			0.00
Bob Larocque	Police Board	Honorarium	1,298.60
King Yee Jr	Police Board	Honorarium	1,117.40
Wendy Cuthbert	Police Board	Honorarium	1,510.00
Wendy Cuthbert	Police Board	Expenses for Conference (April 2012)	522.16
<u>Committee of Adjustment</u>			
Hugh Bates	Committee of Adjustment		495.00
Winston Rogers	Committee of Adjustment		495.00
David Cody	Committee of Adjustment		495.00
Dan Chevrier	Committee of Adjustment		247.50
<u>Public Library Board</u>			
Shelley Dickinson	Public Library Board	Attendance at Ontario Library Association Conference	848.48

March 13, 2013

REPORT TO FINANCE, ADMINISTRATION AND OPERATIONS COMMITTEE

March 19, 2013

2013-039-03

**Request for Re-naming of a portion of Broad Street
"John Ross Matheson Circle"
50 Years of Our Flag Committee**

**Sandra M. Seale
City Clerk**

RECOMMENDED

THAT Staff Report No. 2013-039-03, Request for re-naming of a portion of Broad Street "John Ross Matheson Circle" be received.

PURPOSE

To provide the process and costs associated with the request from the 50 Years of Our Flag Committee to rename the circle at the foot of Broad Street to "John Ross Matheson Circle" in honour of John Ross Matheson who was most influential in establishing the new official Canada flag in 1965.

BACKGROUND

After a presentation by the 50 Years of Our Flag Committee to the Finance, Administration and Operations Committee on January 15, 2013, Council passed a resolution to have staff research and report on the process for re-naming the circle at the foot of Broad Street to "John Ross Matheson Circle". This report provides the process and costs associated with the request in accordance with Street Naming or Renaming Policy No. 2028, passed by Council on March 10, 2009.

ANALYSIS/OPTIONS

It is the general policy that the name of a street should not be changed. Renaming of a specific street should only be considered when duplication of the name occurs or when renaming would generally improve the City's administration of essential services and would be in the public's best interest. *(Note: The Policy does not take into consideration the renaming a portion of a street so all references to street relate to the street in it's entirety.)*

Streets should generally be named after people, places, natural or geographical features, events and things related to the City and citizens of Brockville. The Policy criteria for proposed names that are pertinent to this request include:

- to honour and commemorate noteworthy persons associated with the City of Brockville;
- to commemorate local history, places, events, settlers or culture;
- names of living persons should only be used in exceptional circumstances;
- only a person's last name should be used as a street name unless additional identification is necessary to provide clarification or to prevent duplication of an existing street name in Brockville and surrounding municipalities or to honour a specific individual;

Report 2013-039-03
Request for Re-naming of a portion of Broad Street
"John Ross Matheson Circle"

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- street names that consist of two or more words should be avoided;
- the street type designation of "Circle" is consistent with the policy.

When an application to rename a street is initiated by the public, the applicant(s) are exempt from costs.

An application for street renaming would include the following:

- ✓ background information concerning the rationale for consideration of the request;
- ✓ biographical information if the proposed name is based on an individual or organization;
- ✓ documentation, including letters from organizations, sponsors, individuals and the like, providing substantial support for the request;
- ✗ written endorsement from the closest relative or next of kin if the proposed name is based on an individual unless the individual is a national or international figure; and
- ✗ in the case of a name change, the application should also include a petition (signed endorsement from not less than seventy five percent (75%) of property owners (one per landowner)), representing a clear majority of stakeholders identifying the name, address and signatures of the person(s) who own property that front on or is adjacent to the subject street.

Once a completed application is received, the application is circulate to internal and external Departments and Agencies (i.e. MPAC, 9-1-1, Canada Post, School Boards, utilities, etc) for review; a notice is placed in the Recorder and Times newspaper and mailed to the owner of every separately assessed property abutting or immediately adjacent to the subject road allowance.

Once all the comments are received, the suitability of the proposed names will be reported to the Committee for review and recommendation. The final decision in renaming lies with Council.

The roadway currently known as Broad Street has existing since the mid 1800's. It was formerly Court House Avenue and was changed in the late 1800's to Broad Street.

Unlike the renaming or dedicating of a municipal park or facility, the renaming of a street effects the addressing of the properties abutting the street. Consultation with the City Solicitor confirms that if the highway (circle) was renamed, the civic addresses abutting the highway would be required to be changed.

The civic addresses of the properties abutting the circle are (see Attachment A):

- 2 Broad Street, 1 commercial unit (marina/dock master's office) - TSL development
- 6 Broad Street, 3-4 commercial units and restaurant - TSL development and the Aquatarium
- 9 Broad Street, 22 commercial units within the Boardwalk development

If this request was approved, the Boardwalk building would have two difference street addresses; 11 Broad Street and # John Ross Matheson Circle.

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Request for Re-naming of a portion of Broad Street
"John Ross Matheson Circle"

Page 3

The estimated costs associated with the change of name are (but not limited to):

- | | |
|--|------------------|
| • advertisements and notices | \$ 1,500 |
| • street signs | 1,500 |
| • change of address for 27 addresses (Canada Post) | 7,300 |
| | \$ 10,300 |

There would be additional costs to the affected businesses for new business materials, etc.

The property owners have not been consulted regarding this request. We have received comments from one owner (4 properties) that they would not support the request.

Alternatively, staff and the 50 Years of Our Flag Committee have made inquiries to the United Counties of Leeds and Grenville (UCLG) regarding the lane (not a "public highway" under municipal jurisdiction) owned by the Counties located in front of the Court House building (see Attachment B). UCLG Administration indicates that this would be a possibility but a formal request should be submitted to Council for consideration.

The naming or dedicating of the lane as "John Ross Matheson Lane" would not require any changes to civic addressing and the estimated costs would be \$800 for signs.

Although this is not the Committee's first choice, they are supportive of this alternative but would request that the City take the lead in making the request of the UCLG.

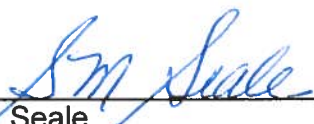
FINANCIAL CONSIDERATIONS

The financial costs associated with this request depend on the decision of Council. There are no allocated funds to cover this type of request. The costs could be expensed through the Clerk's Office budget but would result in a year-end deficit.


CONCLUSION

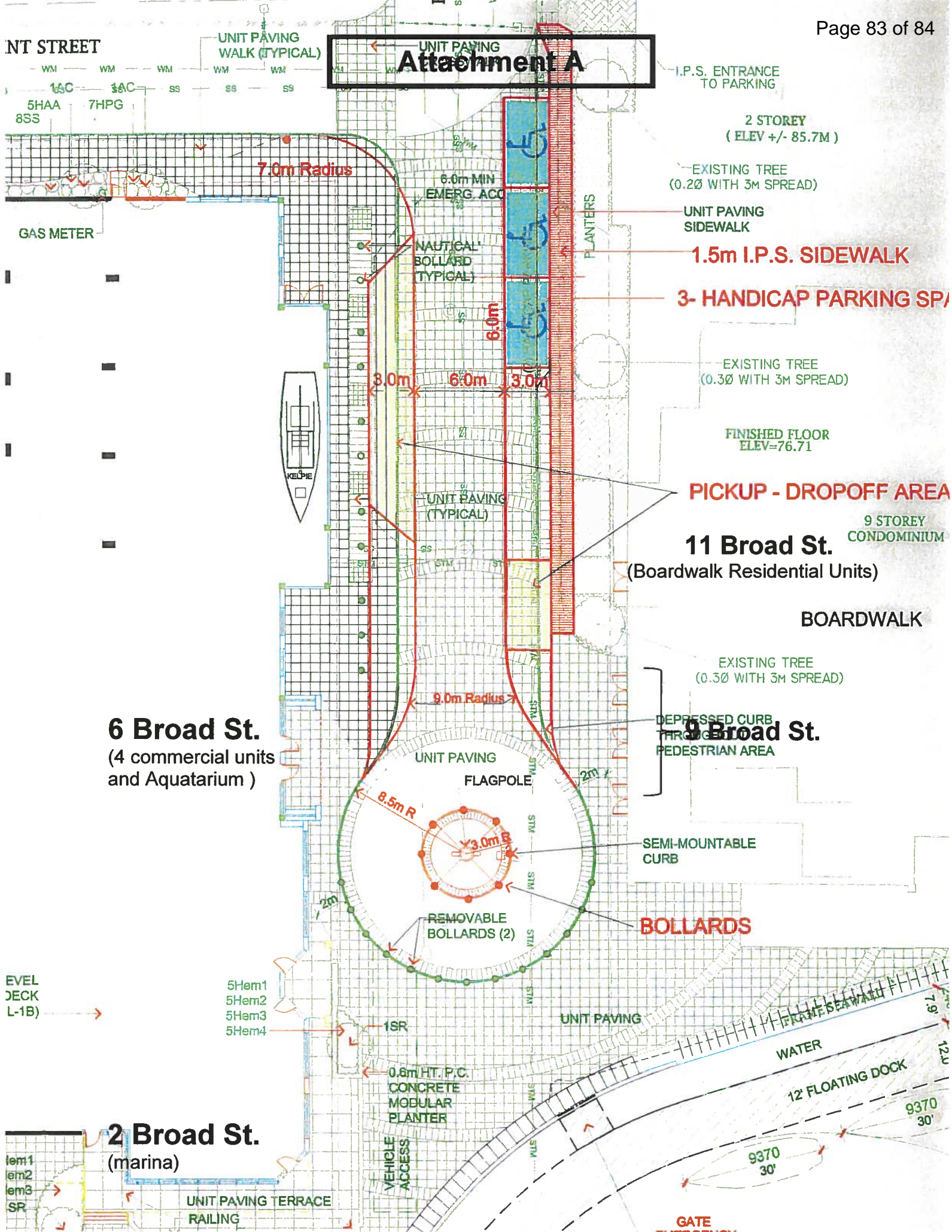
The final decision rests with Council to rename a portion of Broad Street.

To fulfill the requirements of the Policy established by Council the applicant would be required to submit a written endorsement from Mr. Matheson and a petition from the affected property owners.


 S.M. Seale
 City Clerk


 D. Dick, CA
 Director of Corporate Services


 B. Casselman
 City Manager



Attachment B

