

The Corporation of the City of Kawartha Lakes

AGENDA

REGULAR COUNCIL MEETING

CC2017-33

Tuesday, November 28, 2017

Closed Session Commencing at 1:30 p.m. Open Session Commencing at 2:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Mayor Andy Letham
Councillor Isaac Breadner
Councillor Pat Dunn
Councillor Doug Elmslie
Councillor Gord James
Councillor Gerard Jilesen
Councillor Brian S. Junkin
Councillor Rob Macklem
Councillor Mary Ann Martin
Councillor Gord Miller
Councillor Patrick O'Reilly
Councillor John Pollard
Councillor Kathleen Seymour-Fagan
Councillor Heather Stauble
Councillor Stephen Strangway
Councillor Andrew Veale
Councillor Emmett Yeo

Accessible formats and communication supports are available upon request.

1. CALL TO ORDER
2. ADOPTION OF CLOSED SESSION AGENDA
3. DISCLOSURE OF PECUNIARY INTEREST IN CLOSED SESSION ITEMS
4. CLOSED SESSION
 - 4.1 CC2017-33.4.1

Closed Minutes, Including Privileged and Confidential Minutes, Regular Council Meeting
November 14, 2017
Municipal Act, 2001 s.239(2)(c)(d)(f)
 - 4.2 HS2017-005

Rod Sutherland, Director of Human Services
Victoria Manor Management Contract Renewal and Amendment
A Matter in Respect of Which a Council May Hold a Closed Meeting Under Another Act
Municipal Act, 2001 s.239(2)(g)
5. OPENING CEREMONIES
 - 5.1 Call Open Session to Order
 - 5.2 O Canada
 - 5.3 Moment of Silent Reflection
 - 5.4 Adoption of Open Session Agenda
6. DISCLOSURE OF PECUNIARY INTEREST
7. MATTERS FROM CLOSED SESSION
8. PUBLIC INFORMATION
 - 8.1 Presentations
 - 8.2 Invited Guests (Quarterly Basis)

8.3 Notices and Information by Members of Council and Staff

8.3.1 Council

8.3.2 Staff

8.4 Notice of Motion

9. DEPUTATIONS

10. CONSENT MATTERS

RESOLVED THAT all of the proposed resolutions shown in Section 10.1, 10.2 and 10.3 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered.

10.1 Correspondence

10.1.1 CC2017-33.10.1.1

7 - 8

Kathryn McGarry, Minister of Natural Resources and Forestry
Council Resolution Regarding Invasive Species

RESOLVED THAT the October 31, 2017 correspondence from Kathryn McGarry, Minister of Natural Resources and Forestry, regarding Council Resolution Regarding Invasive Species, be received.

10.2 Minutes from:

10.2.1 Council

10.2.1.1 CC2017-33.10.2.1.1

9 - 23

Minutes, Regular Council Meeting
November 14, 2017

RESOLVED THAT the Minutes of the November 14, 2017 Regular Council Meeting, be received and adopted.

10.2.2 Committees of Council, Advisory Boards and Task Forces

10.2.2.1 CC2017-33.10.2.2.1

24 - 27

Draft Minutes, Executive Committee Meeting
November 2, 2017

RESOLVED THAT the Draft Minutes of the November 2, 2017 Executive Committee Meeting, be received.

10.3 Reports

10.3.1 CLK2017-009 28 - 37

Barbara Condie, Accessibility Officer
The Kawartha Lakes Accessibility Advisory Committee 2017 Annual Work Plan and Proposed Work Plan for 2018

RESOLVED THAT Report CLK2017-009, **The Kawartha Lakes Accessibility Advisory Committee 2017 Annual Report and Proposed Workplan for 2018**, be received;
THAT the 2017 Annual Report of the Kawartha Lakes Accessibility Advisory Committee, be received; and
THAT the Kawartha Lakes Accessibility Advisory Committee 2018 Work Plan, be approved.

10.3.2 HS2017-006 38 - 77

Rod Sutherland, Director, Human Services
Victoria Manor Management Agreement

RESOLVED THAT Report HS2017-006, **Victoria Manor Management Contract Renewal**, be received;
THAT the agreement between the Corporation of the City of Kawartha Lakes and Sienna Senior Living Inc. for the Victoria Manor Management Contract attached, substantially in the form of Appendix A to Report HS2017-006, be approved;
THAT the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this agreement; and
THAT the necessary by-law to authorize execution of the agreement be brought forward for adoption.

10.3.3 HS2017-008 78 - 81

Rod Sutherland, Director of Human Services
Kawartha Lakes Health Care Initiative Reserve Request

RESOLVED THAT Report HS2017-008, **Kawartha Lakes Health Care Initiative Reserve Request**, be received; and
THAT payment of up to \$23,500.00 to the Kawartha Lakes Health Care Initiative (KLHCI) be authorized from the Doctor Recruitment Reserve to support a Physician Return of Service Agreement executed by KLHCI.

10.4	Items Extracted from Consent	
10.4.1	CAO2017-008	82 - 98
	Ron Taylor, Chief Administrative Officer Council Remuneration (2018-2022)	
11.	<u>COMMITTEE OF THE WHOLE</u>	
12.	<u>COMMITTEE OF THE WHOLE AND PLANNING COMMITTEE MINUTES</u>	
13.	<u>CORRESPONDENCE AND PETITIONS</u>	
14.	<u>OTHER OR NEW BUSINESS</u>	
15.	<u>BY-LAWS</u>	
	RESOLVED THAT the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.1.3 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.	
15.1	By-Laws by Consent	
15.1.1	CC2017-33.15.1.1	99 - 100
	A By-law to Appoint a City Clerk for the City of Kawartha Lakes (C. Ritchie)	
15.1.2	CC2017-33.15.1.2	101 - 101
	A By-law to Repeal By-law 2017-167, being A By-law to Appoint an Acting City Clerk for the City of Kawartha Lakes (R. Taylor)	
15.1.3	CC2017-33.15.1.3	102 - 132
	A By-law to Authorize the Execution of an Agreement between The Royale Development GP Corporation as a general partner of The Royale Development LP and The Corporation of the City of Kawartha Lakes for Management Services for Victoria Manor Home for the Aged	
15.2	By-Laws Extracted from Consent	
16.	<u>CLOSED SESSION (IF NOT COMPLETED PRIOR TO OPEN SESSION)</u>	
17.	<u>MATTERS FROM CLOSED SESSION</u>	

18. CONFIRMING BY-LAW

19. ADJOURNMENT

**Ministry of Natural
Resources and Forestry**

Office of the Minister

Room 6630, Whitney Block
99 Wellesley Street West
Toronto ON M7A 1W3
Tel: 416-314-2301
Fax: 416-314-2216

**Ministère des Richesses
naturelles et des Forêts**

Bureau de la ministre

Édifice Whitney, bureau 6630
99, rue Wellesley Ouest
Toronto (Ontario) M7A 1W3
Tél.: 416-314-2301
Télééc.: 416-314-2216



MNR6446MC-2017-1785

OCT 31 2017

Ms. Ann Rooth
Deputy Clerk
City of Kawartha Lakes
PO Box 9000
26 Francis Street
Lindsay ON K9V 5R8

RECEIVED

NOV 06 2017

OFFICE OF THE CITY CLERK
KAWARTHA LAKES

Dear Ms. Rooth:

Thank you for copying me in your Council's resolution in support of the Township of Georgian Bay Council's resolution regarding invasive plant species. I commend the City of Kawartha Lakes for expressing an interest in this important issue. As my ministry is the provincial government lead for invasive species, I would like to provide you with the following information.

The Ontario government shares your concerns regarding the threat that invasive plant species pose to Ontario's biodiversity and natural environment, and has taken strong action to combat this threat. In 2012, our government released the Ontario Invasive Species Strategic Plan which provides a framework to prevent, detect, respond, manage and adapt to invasive species. An inter-ministerial working group from the Ministry of Natural Resources and Forestry (MNR), the Ministry of the Environment and Climate Change (MOECC), the Ministry of Transportation, and the Ministry of Agriculture, Food and Rural Affairs has been established to coordinate provincial actions under this plan.

In 2015, our government also passed the *Invasive Species Act* and recently regulated a number of species, including phragmites and Japanese knotweed, as restricted. This will enable new tools in the management of these invasive plants across the province.

Further, my ministry has entered into an agreement with the Ontario Invasive Plant Council to help support the development of best management practices for the control of invasive plants on roadways. Best management practices have been developed for a number of species including phragmites, Japanese knotweed and giant hogweed. You can learn more about this at www.ontarioinvasiveplants.ca/resources/best-management-practices. This information helps land managers to better understand and control invasive plants on their property.

.../2

The Ontario government is further assisting municipalities and community groups by funding control of invasive plants, such as phragmites, through programs like MNRF's Land Stewardship and Habitat Restoration Program and the MOECC's Great Lakes Guardian Community Fund.

My ministry recognizes the importance of continuing our joint efforts to manage invasive species. I assure you that we will continue to work closely with other ministries to ensure a modern and effective approach to controlling invasive plant species in our province.

Should you require any additional information, please contact Ala Boyd, Manager, Natural Heritage Section, at (705) 755-5088 or ala.boyd@ontario.ca.

Thank you for writing.

Best,



Kathryn McGarry
Minister of Natural Resources and Forestry

- c: Premier Kathleen Wynne
The Honourable Chris Ballard, Minister of the Environment and Climate Change
The Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs
The Honourable Steven Del Duca, Minister of Transportation
Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock
Ala Boyd, Manager, Natural Heritage Section

The Corporation of the City of Kawartha Lakes

MINUTES

REGULAR COUNCIL MEETING

CC2017-31

Tuesday, November 14, 2017

Closed Session Commencing at 1:00 p.m. Open Session Commencing at 2:00 p.m.

Council Chambers

City Hall

26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:

Mayor Andy Letham

Councillor Isaac Breadner

Councillor Pat Dunn

Councillor Doug Elmslie

Councillor Gord James

Councillor Gerard Jilesen

Councillor Brian S. Junkin

Councillor Rob Macklem

Councillor Mary Ann Martin

Councillor Gord Miller

Councillor Patrick O'Reilly

Councillor John Pollard

Councillor Kathleen Seymour-Fagan

Councillor Heather Stauble

Councillor Stephen Strangway

Councillor Andrew Veale

Councillor Emmett Yeo

Accessible formats and communication supports are available upon request.

1. CALL TO ORDER

Mayor Letham called the Meeting to order at 1:00 p.m. Councillors I. Breadner, P. Dunn, D. Elmslie, G. James, G. Jilesen, B. Junkin, R. Macklem, M.A. Martin, G. Miller, P. O'Reilly, J. Pollard, K. Seymour-Fagan, H. Stauble, S. Strangway, A. Veale and E. Yeo were in attendance.

CAO and Acting City Clerk R. Taylor, Deputy Clerk A. Rooth and various other staff members were also in attendance.

2. ADOPTION OF CLOSED SESSION AGENDA

CR2017-961

Moved By Councillor Strangway

Seconded By Councillor Elmslie

RESOLVED THAT the Closed Session agenda be adopted as circulated.

CARRIED

3. DISCLOSURE OF PECUNIARY INTEREST IN CLOSED SESSION ITEMS

There were no declarations of pecuniary interest noted.

4. CLOSED SESSION

CR2017-962

Moved By Councillor Dunn

Seconded By Councillor Miller

RESOLVED THAT Council convene into closed session at 1:01 p.m. in order to consider matters on the Tuesday, November 14, 2017 Closed Session Agenda and that are permitted to be discussed in a session closed to the public pursuant to Section 239(2) of the Municipal Act, S.O. 2001. S.25.

CARRIED

5. OPENING CEREMONIES

5.1 Call Open Session to Order

Mayor Letham called the Open Session of the Meeting to order at 2:00 p.m. Councillors I. Breadner, P. Dunn, D. Elmslie, G. James, G. Jilesen, B. Junkin, R.

Macklem, M.A. Martin, G. Miller, P. O'Reilly, J. Pollard, K. Seymour-Fagan, H. Stauble, S. Strangway, A. Veale and E. Yeo were in attendance.

CAO and Acting City Clerk R. Taylor, Deputy Clerk A. Rooth and various other staff members were also in attendance.

5.2 O Canada

The Meeting was opened with the singing of 'O Canada'.

5.3 Moment of Silent Reflection

The Mayor asked those in attendance to observe a Moment of Silent Reflection.

5.4 Adoption of Open Session Agenda

CR2017-967

Moved By Councillor Strangway

Seconded By Councillor Seymour-Fagan

RESOLVED THAT the Agenda for the Open Session of the Regular Council Meeting of Tuesday, November 14, 2017, be adopted as circulated.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST

There were no declarations of pecuniary interest noted.

7. MATTERS FROM CLOSED SESSION

Item 4.2

The City Solicitor was provided with instruction regarding the Washington Drain.

8. PUBLIC INFORMATION

8.1 Presentations

8.2 Invited Guests (Quarterly Basis)

8.3 Notices and Information by Members of Council and Staff

8.3.1 Council

Councillor Elmslie invited everyone to Santa Day in Fenelon Falls on November 25th.

Councillor Macklem invited everyone to the Book Launch for Looking for Old Victoria County by Ray Fleming on November 19th from 2:00 to 4:00 p.m. at the Lindsay Library Meeting Room.

Councillor O'Reilly made the following announcements:

- 2017 Lindsay Winterfest in support of Five Counties Children's Centre is November 23rd to 26th at the Lindsay Square Mall.
- November 9th to 15th is National Nurse Practitioner Week.
- There are a number of upcoming Christmas Bazaars taking place across the City.
- The 23rd Annual Dream Ball in support of Kawartha-Haliburton Children's Foundation is November 18th at 6:00 p.m. at the Lindsay Armoury.
- The Lindsay Santa Clause Parade is November 19th at 2:00 p.m.

8.3.2 Staff

8.4 Notice of Motion

9. DEPUTATIONS

10. CONSENT MATTERS

The following items were requested to be extracted from the Consent Agenda:

Councillor Strangway Item 10.3.2

Councillor James Item 10.3.7

Moved By Councillor Junkin

Seconded By Councillor Jilesen

RESOLVED THAT all of the proposed resolutions shown in Section 10.1, 10.2 and 10.3 of the Agenda be approved and adopted by Council in the order that they appear on the agenda and sequentially numbered, save and except Items 10.3.2 and 10.3.7, namely:

CARRIED

10.1 Correspondence

10.2 Minutes from:

10.2.1 Council

10.2.1.1 CC2017-31.10.2.1.1

Minutes, Special Council Information Meeting
October 17, 2017

CR2017-968

RESOLVED THAT the Minutes of the October 17, 2017 Special Council Information Meeting, be received and adopted.

CARRIED

10.2.1.2 CC2017-31.10.2.1.2

Minutes, Regular Council Meeting
October 24, 2017

CR2017-969

RESOLVED THAT the Minutes of the October 24, 2017 Regular Council Meeting, be received and adopted.

CARRIED

10.2.1.3 CC2017-31.10.2.1.3

Minutes, Special Council Meeting
October 31, 2017

CR2017-970

RESOLVED THAT the Minutes of the October 31, 2017 Special Council Meeting, be received and adopted.

CARRIED

10.2.2 Committees of Council, Advisory Boards and Task Forces

10.3 Reports

10.3.1 PUR2017-058

Ashley Wykes, Buyer
Reconstruction of Specified Boat Launches, Tender 2017-93-CT

CR2017-971

RESOLVED THAT Report PUR2017-058, **Tender 2017-93-CT Reconstruction of Specified Boat Launches**, be received;

THAT W.G. Jackett and Sons Construction Ltd. of Fenelon Falls be selected for the award of Tender 2017-93-CT Reconstruction of Specified Boat Launches for the tender cost of \$208,938.50 plus HST;

THAT the Community Services 2018 Capital Budget for Boat Launches of \$100,000.00 be approved for early start;

THAT subject to the receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award Tender 2017-93-CT; and

THAT the Financial Services Division be authorized to issue a purchase order.

CARRIED

10.3.3 ED2017-020

Debra Soule, Economic Development Officer, Arts, Culture, and Heritage
Heritage Victoria Amendments to the Terms of Reference

CR2017-972

RESOLVED THAT Report ED2017-020, **Heritage Victoria Amendments to Terms of Reference**, be received;

THAT the 2015 Terms of Reference for Heritage Victoria be amended to change the name of the Committee to the Kawartha Lakes Municipal Heritage Committee; and

THAT the 2015 Terms of Reference for Heritage Victoria be amended to increase the number of committee members by two members to enable one representative from each of the Oak Street and Downtown Lindsay Heritage Conservation Districts.

CARRIED

10.3.4 PLAN2017-061

Janet Wong, Planner II

A By-law to Deem Lot 1, Registered Plan 159, geographic Township of Verulam, being 55 Meachin Drive (Styles)

CR2017-973

RESOLVED THAT Report PLAN2017-061, **A By-law to Deem Lot 1, Registered Plan 159, geographic Township of Verulam, being 55 Meachin Drive (Styles) Styles – D30-17-008**, be received;

THAT a Deeming By-law respecting Lot 1, Registered Plan 159, substantially in the form attached as Appendix D to Report PLAN2017-061, be approved and adopted by Council; and

THAT the Mayor and Clerk be authorized to execute any documents required by the approval of this application.

CARRIED

10.3.5 PLAN2017-063

Ian Walker, Planning Officer - Large Developments

An application to amend the Town of Lindsay Zoning By-law 2000-75 to remove the Holding (H) symbol to allow the construction of three semi-detached dwellings with a total of six dwelling units at 110-120 Mary Street West, Lindsay (GRIMES)

CR2017-974

RESOLVED THAT Report PLAN2017-063, respecting **Plan 8P, Part of Park Lot D1, 57R-9184, Part 21, Former Town of Lindsay, Grimes – Application D06-17-031**, be received;

THAT Zoning By-Law Amendment application D06-17-031 identified as 110-120 Mary Street West, City of Kawartha Lakes, as generally outlined in Appendix C to Report PLAN2017-063, be approved and adopted by Council; and

THAT the Mayor and Clerk be authorized to execute any documents required by the approval of this application.

CARRIED

10.3.6 FIRE2017-003

Andrew Veale, Councillor
Mark Pankhurst, Fire Chief
Fire Truck Specification Review

CR2017-975

RESOLVED THAT Report FIRE2017-003, **Fire Truck Specification Review**, be received;

THAT Council endorses the recommendation of the Fire Truck Specification Review Committee to continue with the purchase of City of Kawartha Lakes fire trucks to the current edition of the NFPA1901 standard including the items outlined in Table 1 of report FIRE2017-003; and

THAT the Fire Truck Specification Review Committee be dissolved as it has completed its mandate.

CARRIED

10.4 Items Extracted from Consent

10.3.2 PUR2017-059

Marielle van Engelen, Buyer
Angela Porteous, Regulatory Compliance Officer
Household Hazardous Waste Services, Tender 2017-88-OT

CR2017-976

Moved By Councillor Strangway
Seconded By Councillor Elmslie

RESOLVED THAT Report PUR2017-059, **Tender 2017-88-OT Household Hazardous Waste Services**, be received;

THAT Envirosystems Inc. of Hamilton be selected for the award of Tender 2017-88-OT for Household Hazardous Waste Services for a two (2) year term, for the total tender price of \$414,890.00, excluding HST, as per the unit prices submitted for the estimated quantities in the original tender document;

THAT Envirosystems Inc. be selected for the award of the following two provisional items of Tender 2017-88-OT for a two year term, Emergency Services and Annual Training for total tender price of \$5,600.00, excluding HST, as per the unit prices submitted for the estimated quantities in the original tender document and as completed at the discretion of the City;

THAT Council approve the option to renew this tender, including provisional items, for an additional three (3) one (1) year terms, pending vendor performance, annual budget approval and in accordance with the Purchasing Policy;

THAT subject to the receipt of the required documents, the Mayor and City Clerk be authorized to execute the agreement to award RFT 2017-88-OT Household Hazardous Waste Services; and

THAT the Purchasing Division be authorized to issue a purchase order to Envirosystems Inc.

CARRIED

10.3.7 WM2017-009

Angela Porteous, Regulatory Compliance Officer
Pilot Mattress Recycling Program

CR2017-977

Moved By Councillor James

Seconded By Councillor Veale

RESOLVED THAT Report WM 2017-009, **Pilot Mattress Recycling Program**, be received;

THAT Council approve the implementation of a Mattress Recycling program as a 19 month pilot to start June 1, 2018 and end on December 31, 2019 as outlined in this report WM 2017-009 at a cost of \$72,600.00 for 2018 and \$124,500.00 for 2019; and

THAT staff report back to Council on the success of the mattress recycling pilot program by July 31, 2019 with future program recommendations and 2020 budget expectations.

CARRIED

11. COMMITTEE OF THE WHOLE

12. COMMITTEE OF THE WHOLE AND PLANNING COMMITTEE MINUTES

12.1 CC2017-31.12.1

Minutes, Planning Advisory Committee
November 8, 2017

CR2017-978

Moved By Councillor O'Reilly

Seconded By Councillor Veale

RESOLVED THAT the Minutes of the November 8, 2017 Planning Advisory Committee Meeting be received and the recommendations be adopted.

CARRIED

13. CORRESPONDENCE AND PETITIONS

13.1 CC2017-31.13.1

Greg Mills, President of the Hickory Beach Association
Resurfacing of Sandy Point Road and Grey Road

CR2017-979

Moved By Councillor Yeo

Seconded By Councillor Martin

RESOLVED THAT the petition received from Greg Mills, President of the Hickory Beach Association regarding Resurfacing of Sandy Point Road and Grey Road, be received.

CARRIED

14. OTHER OR NEW BUSINESS

15. BY-LAWS

The mover requested the consent of Council to read the by-laws by number only.

Moved By Councillor Pollard

Seconded By Councillor Stauble

RESOLVED THAT the By-Laws shown in Section 15.1 of the Agenda, namely: Items 15.1.1 to and including 15.12 be read a first, second and third time, passed, numbered, signed and the corporate seal attached, namely:

CARRIED

15.1 By-Laws by Consent

15.1.1 CR2017-980

A By-law Imposing Special Annual Drainage Rates Upon Land in Respect of Which Money is Borrowed Under the Tile Drainage Act - Moore

15.1.2 CR2017-981

A By-Law to Authorize the Sale Of Municipally Owned Property Legally Described as Part of Lot 20, Concession 1, in the Geographic Township of Fenelon, City of Kawartha Lakes Described as Part 1 on Plan 57R-3141 Being All of PIN: 63164-0200 (LT)

15.1.3 CR2017-982

A By-Law to Authorize the Sale Of Municipally Owned Property Legally Described as Part of Lot 29, Registrar's Compiled Plan 544, in the Geographic Village of Woodville, City of Kawartha Lakes Described as Part 1 on Plan 57R-8488 Being All of PIN: 63179-0139 (LT)

15.1.4 CR2017-983

A By-law to Establish and Assume a Parcel of Land Legally Described as Part of Lot 17, Concession 9 Designated as Parts 1, 2, 3, 4, 5, and 6 on Reference Plan 57R-5533 as Part of County Road 121, in the Geographic Township of Fenelon, City of Kawartha Lakes, Being PIN: 63160-0372 (LT)

15.1.5 CR2017-984

A By-Law to Authorize the Sale Of Municipally Owned Property Legally Described as East Half Lot 23, North Side of King Street and West Side of Nappadale Street, Registered Plan No. 119, in the Geographic Village of Woodville, City of Kawartha Lakes Designated as Parts 1, 2, and 3 on Plan 57R-10555 Being All of PIN: 63179-0177 (LT)

15.1.6 CR2017-985

A By-law to Repeal Various By-laws from Predecessor Municipalities Regarding Regulation of Fences

15.1.7 CR2017-986

A By-Law to Amend the City of Kawartha Lakes Official Plan to Redesignate Land within the City of Kawartha Lakes - 2042825 Ontario Inc.

15.1.8 CR2017-987

A By-law to Amend the Township of Ops Zoning By-law No. 93-30 to Rezone Land Within the City of Kawartha Lakes – 2042825 Ontario Inc.

15.1.9 CR2017-988

A By-law to Assume Dobson Street, Plan 57M-787 (PIN: 63232-0002(LT)) Kyle Court, Plan 57M-787 (PIN 63238-0296(LT)), Truax Street, Plan 57M-787 (PIN: 63238-9503(LT)), and Gunsolus Street, Plan 57M-787 (PIN: 63238-9504(LT)) Geographic Town of Lindsay, The Corporation of the City of Kawartha Lakes

15.1.10 CR2017-989

A By-Law To Amend The Town Of Lindsay Zoning By-Law 2000-75 To Remove The Holding Symbol (H) From A Zone Category On Property Within The City Of Kawartha Lakes - Grimes

15.1.11 CR2017-990

A By-Law To Deem Part of a Plan of Subdivision, Previously Registered For Lands Within Kawartha Lakes, Not To Be A Registered Plan Of Subdivision In Accordance With The Planning Act PIN # 63127-0536(Lt), Described As Lot 1, Plan 159, Geographic Township Of Verulam, Now City Of Kawartha Lakes - Styles

15.1.12 CR2017-991

A By-law to Amend By-law 2012-173, being A By-law to Regulate Parking

15.2 By-Laws Extracted from Consent

Council recessed at 2:14 p.m. and reconvened at 2:21 p.m.

16. CLOSED SESSION (IF NOT COMPLETED PRIOR TO OPEN SESSION)

CR2017-992

Moved By Councillor Pollard

Seconded By Councillor Martin

RESOLVED THAT Council convene into closed session at 2:22 p.m. in order to consider matters on the Tuesday, November 14, 2017 Closed Session Agenda and that are permitted to be discussed in a session closed to the public pursuant to Section 239(2) of the Municipal Act, S.O. 2001. S.25.

CARRIED

17. MATTERS FROM CLOSED SESSION

18. CONFIRMING BY-LAW

CR2017-995

Moved By Councillor Jilesen

Seconded By Councillor Junkin

RESOLVED THAT a by-law to confirm the proceedings of a Regular Council Meeting held Tuesday, November 14, 2017 be read a first, second and third time, passed, numbered, signed and the corporate seal attached.

CARRIED

19. **ADJOURNMENT**

CR2017-996

Moved By Councillor Yeo

Seconded By Councillor Macklem

RESOLVED THAT the Council Meeting adjourn at 3:42 p.m.

CARRIED

Read and adopted this 28th day of November, 2017.

Andy Letham, Mayor

Ron Taylor, Acting City Clerk

Recommendations made at the November 8, 2017 Planning Advisory Committee Meeting:

PC2017-045

Moved By Councillor Junkin

Seconded By Councillor Macklem

RECOMMEND THAT Report PLAN2017-065, respecting Part Lots 12 & 13, Concession 19, Part Lot 40, RCP 564, 57R-7890, Parts 2 to 5, former Village of Bobcaygeon, "Frederick G. Reynolds Inc. – Applications D06-17-028, D05-17-004 & D04-17-001", be received; and

THAT the applications respecting the proposed Zoning By-law Amendment, together with the Draft Plan of Subdivision and Draft Plan of Condominium be referred back to staff until such time as all comments have been received from all circulated agencies and City Departments, and for further review and processing.

CARRIED

PC2017-046

Moved By Councillor Veale

Seconded By Councillor Elmslie

RECOMMEND THAT Report PLAN2017-062, respecting **Part of Lots 6 & 7, Concession 2, geographic Township of Ops, 2042825 ONTARIO INC. – Applications D01-16-006, D06-16-031 & D05-16-004**, be received;

THAT a By-law to implement the proposed Official Plan Amendment, substantially in the form attached as Appendix C be referred to Council for adoption;

THAT the zoning by-law amendment, substantially in the form attached as Appendix D be referred to Council for approval and adoption;

THAT the Draft Plan of Subdivision (16T-16501), Application D05-16-004, as shown on Appendix B and the conditions substantially in the form attached as Appendix E to Report PLAN2017-062, be approved and adopted by Council; and

THAT in accordance with Section 34(17) of the Planning Act, Council having considered the change to the proposed Zoning By-law Amendment deems no further public notice to be necessary; and

THAT the Mayor and Clerk be authorized to execute any documents required by the approval of these applications.

CARRIED

PC2017-047

Moved By Councillor Elmslie

Seconded By Councillor Miller

RECOMMEND THAT Report PLAN2017-066, respecting Part Lots 24 and 25, Concession 8, geographic Township of Manvers, “Woodland Hills Community Inc. – Application D05-31-015”, be received;

THAT the revision to the Subdivision Agreement as contained in Report PLAN2017-066, be approved and adopted by Council; and

THAT the Mayor and Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

PC2017-048

Moved By Councillor Elmslie

Seconded By Councillor Macklem

RECOMMEND THAT Report ENG2017-025, **Assumption Report for Morningside Subdivision – Phase 1, Geographic Town of Lindsay, City of Kawartha Lakes**, be received;

THAT the Assumption of Morningside Subdivision – Phase 1, Geographic Town of Lindsay, City of Kawartha Lakes, be approved;

THAT an Assumption By-Law, substantially in the form attached as Appendix A to Report ENG2017-025 be approved and adopted by Council; and

THAT the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this application.

CARRIED

The Corporation of the City of Kawartha Lakes
MINUTES
EXECUTIVE COMMITTEE

2017-007
Thursday, November 2, 2017
9:00 A.M.
Weldon Room
City Hall
26 Francis Street, Lindsay, Ontario K9V 5R8

MEMBERS:
Mayor Andy Letham
Councillor Pat Dunn
Councillor Mary Ann Martin
Councillor Kathleen Seymour-Fagan
Councillor Andrew Veale

Accessible formats and communication supports are available upon request.

1. **CALL TO ORDER**

Mayor Letham called the meeting to order at 11:00 a.m. Councillors P. Dunn, K. Seymour-Fagan and A. Veale were in attendance.

Guest Councillors H. Stauble, B. Junkin and J. Pollard were in attendance.

Staff members B. Robinson, C. Shanks, J. Johnson, R. Taylor and C. Marshall were also in attendance.

2. **ADMINISTRATIVE BUSINESS**

2.1 **Adoption of Agenda**

Moved By Councillor Veale

Seconded By Councillor Dunn

RESOLVED THAT the agenda for the November 2, 2017 Executive Committee be adopted as circulated.

CARRIED

2.2 **Declaration of Pecuniary Interest**

There were no declarations of pecuniary interest noted.

2.3 **Adoption of Minutes**

Moved By Councillor Veale

Seconded By Councillor Dunn

RESOLVED THAT the minutes of the October 5th, 2017 Executive Committee meeting be adopted as circulated.

CARRIED

3. **DEPUTATIONS/PRESENTATIONS**

4. **CORRESPONDENCE**

5. **NEW OR OTHER BUSINESS**

5.1 **Policy Updates-Community Services, Public Works and Development Services**

C. Shanks reviewed the Community Services policies. There are 17 policies in Community Services and 15 are specific to Parks & Recreation. C. Shanks advised that there are minor updates to a few policies and management directives.

B. Robinson advised that there are 2 remaining policies in Public Works for review.

C. Marshall provided an overview on Developments Services policies and answered various questions about certain policies and outlined the rescinded ones.

Moved By Councillor Seymour-Fagan

Seconded By Councillor Veale

RESOLVED THAT the verbal update from C. Shanks, B. Robinson and C. Marshall be received and;

THAT C. Shanks bring back the draft Community Services policies and management directives to the Executive Committee in Q1 2018 and

THAT B. Robinson convert the two policies, Transit Charters and Banner Installation, into management directives and bring back to Executive Committee in Q1 2018 for review and;

THAT C. Marshall bring back an outline of management directives and updated policy's for Development Services to Executive Committee by the end Q1 2018.

CARRIED

5.2 **Council Compensation Draft Report-C. Daynes**

R. Taylor provided an overview of the draft report. There were various discussions around the options provided in the draft report.

Moved By Councillor Dunn

Seconded By Councillor Veale

RESOLVED THAT the current draft report on Council Compensation be amended to include the following options for consideration:

- information about per diems for meetings
- option of including a \$5,000 increase to the current proposed base
- option of including a \$10,000 increase to the current proposed base

AND that the draft report including the options above, be forwarded to Council for consideration.

CARRIED

5.3 Roundtable

There was no roundtable discussion.

6. CLOSED SESSION

7. NEXT MEETING

The next meeting of the Executive Committee will take place Thursday December 7, 2017 at 9:00 a.m. in the Weldon Room, City Hall

8. ADJOURNMENT

Moved By Councillor Veale

Seconded By Councillor Seymour-Fagan

RESOLVED THAT the November 2, 2017 Executive Committee adjourn at 11:05 a.m.

CARRIED

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CKL2017-009

Date: November 28, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier:

Subject: The Kawartha Lakes AAC 2017 Annual Work Plan and
Proposed Work Plan for 2018

Author Name and Title: Barbara Condie, Accessibility Officer

Recommendation(s):

RESOLVED THAT Report CLK 2017-009, **The Kawartha Lakes AAC 2017 Annual Report and Proposed Workplan for 2018**, be received;

THAT the 2017 Annual Report of the Kawartha Lakes Accessibility Advisory Committee, be received; and

THAT the Kawartha Lakes AAC 2018 Work Plan be approved.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The Kawartha Lakes Accessibility Advisory Committee (AAC) has a membership of 13 (thirteen) by which more than 50% are people with disabilities. Each member appointed by Council for a suggested term to:

- provide advice to Council and Staff in the preparation and implementation of the annual Accessibility Plan,
- review Building Accessibility to Municipally owned/leased premises,
- review and provide comment on selected Site Plans as described in section 41 of the Planning Act,
- provide comment to the Province of Ontario with regard to the development of the AODA, 2005 standards and other matters relating to the identification, removal and prevention of barriers for people with disabilities.

In accordance with the Terms of Reference, this report is provided to inform Council of the 2017 Committee activities and what is proposed for 2018.

KLAAC2017-019

RESOLVED THAT the City of Kawartha Lakes Accessibility Advisory Committee endorse the proposed 2018 work plan; and

THAT a Report, including the Committee's 2018 work plan, be forwarded to Council for approval.

Rationale:

There are 3 (three) Working Groups, where 2 or more members Kawartha Lakes AAC gather to discuss areas of interest in:

- Built Environment
- Communication, Employment and Public Awareness
- Parks and Transportation

The working groups meet as needed (generally once monthly) in the development of public outreach programs and/or to share resources found through research with each other or with City Staff relative to items outlined in the annual workplan of the group. The Leader of each Working Group provides a report back to the entire committee during a scheduled public meeting on their initiatives, accomplishments and/or with a formulated recommendation to Council or Staff for the Committee to consider.

The Committee has been very successful in their efforts during 2017.

Strengthened community outreach and increased committee involvement has been experienced.

Other Alternatives Considered:

The list of 2017 goals and accomplishments to date include but are not limited to, the following:

Goal	Completed in 2017
All Working Groups	
Continue to provide support as identified in the Committee Terms of Reference – under Activities section a) to i).	<ol style="list-style-type: none"> 1. Comment provided on site plans 2. Interaction with staff continues 3. Several concerns addressed through City issue reporting system with successful outcomes
Participation in the Age Friendly Planning – Business Communication Strategy	<ol style="list-style-type: none"> 1. Resources (AXS Map) shared with the development of an Age-Friendly webpage; 2. Have provided comment through the planning stages of an audit tool; 3. Links to accessibility tools, the “Stop Gap” program, etc.
Participation on the Lindsay Downtown Revitalization Committee	The Chair participated as a member to ensure accessibility was included as an important element when involving revitalization of a downtown area
Built Environment Parks Working Group	
Explore Stop Gap (portable ramp) program	<ol style="list-style-type: none"> 1. Explored the introduction of “Stop Gap” as a possible solution to the less than 8 inch step entering older buildings; 2. Met with Legal, Chief Building Official and Risk Management; 3. The decision made to include information about “Stop Gap” within links to resources in the Age-Friendly Business Guide and checklist to build awareness of the availability of the product.
Accessible Playgrounds	<ol style="list-style-type: none"> 1. Research completed. 2. Links to resources shared with staff.
City Facilities	Review and comment on the draft document - Facility Design Standards

Goal	Completed in 2017
	lead to discussions regarding a timed approach with facility audits, identification of key issues, and a planned approach for the removal of barriers and the timing deferred to the Accessibility Planning stages.
Public Awareness Working Group	
Enhance Accessibility Awareness Awards Program by displaying names of past recipients	Complete. Accessibility Awareness Awards Program plaques are now displayed outside the Mayor's Office at City Hall.
International Day of Persons with Disabilities, December 3	Councillor Strangway will recognize the day in Council.
Participation/ Attendance at various Community Events: MP, MPP Seniors luncheon, Active Lifestyle show, etc.	Participation at the MP, MPP Seniors Luncheon.
Advocate through local media – explore other opportunities such as Tip of the Month – ED Newsletter	<ol style="list-style-type: none"> 1. Accessibility Tips of the Month continues to be part of the Economic Development Newsletter. 2. Actively share information on Facebook and Twitter.
AAC Increased coverage of Threshold Marking – this tape is used to reduce slips and trips	<ol style="list-style-type: none"> 1. Information shared through the Age-Friendly Business Engagement Strategy 2. Exploring other means of communicating the importance of the use.
Transportation Parks Working Group	
Continued to explore avenues of specialized transportation outside of Lindsay	<ol style="list-style-type: none"> 1. Exploring Best Practices from other areas, available grants, etc. 2. Participation in Transportation Symposium in Fenelon Falls facilitated by local stakeholders that shared best practices across the province. 3. Attendance at Transit Board meetings. 4. Public Open house held seeking public input on Lindsay Transit services.
Accessible walkways (sidewalks – pedestrian flow – sidewalk occupancy)	On-going into 2018.

Financial/Operation Impacts:

The proposed 2018 Kawartha Lakes AAC Budget request for Council's consideration is for the same funding as provided in 2017.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The Kawartha Lakes AAC supports the strategic priorities by strengthening Goal 1 – An Exceptional Quality of Life through Enhancing Accessibility for our residents. The Committee membership is the guiding group to ensure accessibility is at the forefront for this Municipality and included in our daily decision making process.

Review of Accessibility Implications of Any Development or Policy:

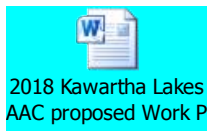
The 2018 Kawartha Lakes AAC Work Plan supports the Committee's Mission, Mandate and Objectives to provide advice on the importance of the removal of barriers for people with disabilities throughout the City of Kawartha Lakes.

Consultations:

Kawartha Lakes Accessibility Advisory Committee

Attachments:

Appendix A – 2018 Kawartha Lakes AAC Proposed Work Plan



Department Head E-Mail:

Department Head:

Department File: Accessibility

Committee Work Plan Tool

Committee Name: Kawartha Lakes Accessibility Advisory Committee

Work Plan for Year: 2018

Approved by Council:

2018 Kawartha Lakes AAC Work Plan			
Goal	Measurement Stages	Timeline	Measurement for success
The City Accessibility Plan and Policy Review	1. Meet with City Staff 2. Identify concerns 3. Prioritize 4. Review Draft 5 year plan 5. Provide recommendation to Staff on draft 6. Provide recommendation of support to Council on final	Meeting will take place in November 2017 This will consume a great deal of Committee time during 2018	2018- 2023 (5 Year) Accessibility Plan endorsed by Council. Accessibility Policy Review Paper endorsed by Council By Q2 2018
Participation in the Age Friendly Planning – Business Communication Strategy	Share resources and research findings with the Business Communication Strategy Committee on possible programs such as Mapping, Stop Gap, threshold marking, etc. and develop a partnership for implementation.	This will be on-going through 2018	Sustainability through the continued progress as a Tourist friendly, Accessibility Friendly, Age-Friendly Community
Built Environment Parks Working Group			
Review in a timely manner the site plans and drawings for buildings and	1. Review in a timely manner – meetings arranged as site plans made available	2018 On-going	Improved access to commercial sites, buildings and facilities.

2018 Kawartha Lakes AAC Work Plan			
facilities as described in Section 41 of the Planning Act – as per the AODA and the Committee terms of reference	2. Provide comments and recommendation to staff that is shared with the site developer		
Accessible Playgrounds	<p>1. More dialogue with Parks and Recreation required to define, determine accessible features inventory and to create a listing of accessible play areas.</p> <p>2. Accessible Playgrounds Canada</p> <p>3. Encourage Staff to build a listing of accessible play areas and make it public on City website then share on the Canadian link to draw tourists.</p> <p>4. Continue to research what other Municipalities have incorporated for play structures, new products and provide comment as it pertains to accessibility features, surface products, etc.</p>	On-going 2018	<p>Improved access to playgrounds</p> <p>Listing of Accessible Playgrounds on City Website</p>
City Facilities	1. Facility Accessibility Design Standards and Management Directive are in Draft awaiting proposed adoption in last quarter of 2017 at the time of this report.	On-going through 2018	<p>Improved access to CKL Buildings</p> <p>Facility Accessibility Design Standards Guideline in Use to identify accessibility</p>

2018 Kawartha Lakes AAC Work Plan			
	2. Explore other means of auditing all City facilities with the proposed standards. The Asset Management review did not include an accessibility audit during that process due to funding restraints.		requirements for future planning
Public Awareness Working Group			
Accessibility Awareness Awards presented in late May, early June at Council.	On-line nomination form available on the City Website has enhanced the process. Explore opportunities to engage greater participation in the nomination process.	On-going	Highlighting the work of people and organizations continues to be a great opportunity to build awareness.
International Day of Persons with Disabilities, 3 Dec Theme - Inclusion matters: access and empowerment for people of all abilities!	Recognize annually (December 3 rd)	Annual - ongoing	Day Recognized.
Participation/ Attendance at various Community Events: MP, MPP Seniors luncheon, Active Lifestyle show, etc.	Provide a presence at June and October Events Explore participation at other events.	Annual – on-going	Broadened Public Awareness base.
Advocate through local media –	Continue to explore various ways to	Annual- Ongoing	Increased public outreach

2018 Kawartha Lakes AAC Work Plan			
explore other opportunities such as Tip of the Month Economic Development Newsletter	advocate and provide resources to City Council, Staff and the Public		
AAC Increased coverage of Threshold Marking	<ol style="list-style-type: none"> 1. Media release will be prepared and circulated for Spring 2017 to include a business, a not for profit organization and a city facility that uses the tape 2. Create a policy and brochure 3. Provide presentation to Age Friendly 4. Provide information to Chamber offices 	On-going	<ol style="list-style-type: none"> 1. By the number of thresholds that are made visible with the threshold marking 2. Policy and Brochure created 3. Media releases issued 4. Material available at various locations and posted on City website
Explore New Logo Design	<ol style="list-style-type: none"> 1. Work with Communications to secure professional, enhanced logo design 2. Need to simplify design for printing and use on promotional materials 	2018	Greater outreach (useable, readable, print friendly design)
Explore the creation of educational workshops for City Staff, other stakeholders	<p>Topics could include:</p> <ul style="list-style-type: none"> • Accessibility comes in all shapes, sizes (disability awareness focus) • Accessible meetings • Universal design, etc. 	On-going	Goal to facilitate one or two workshops in 2018
Transportation Parks Working Group			
Explore avenues of	Continue to research	On-going	Aging in place

2018 Kawartha Lakes AAC Work Plan			
specialized transportation	best practices and offer information to City Staff and Council.	discussions and meetings throughout the year	(community of choice), work, care options with the provision of accessible, affordable transportation for those in need
Accessible walkways (sidewalks – pedestrian flow – sidewalk occupancy) throughout the City of Kawartha Lakes	Review of sidewalk occupancy policy, patio permit policy Make recommendation of change through AAC to Council	On-going through 2018	Improved access on City streetscapes Policy updates as required

The Corporation of the City of Kawartha Lakes

Council Report

Report Number HS2017-006

Date: November 28, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Subject: Victoria Manor Management Agreement

Author Name and Title: Rod Sutherland, Director, Human Services

Recommendation(s):

RESOLVED THAT Report HS2017-005, **Victoria Manor Management Contract Renewal**, be received; and

THAT the agreement between the Corporation of the City of Kawartha Lakes and Sienna Senior Living Inc. for the Victoria Manor Management Contract, attached substantially in the form of Appendix A to Report HS2017-006, be approved; and

THAT the Mayor and City Clerk be authorized to execute any documents and agreements required by the approval of this agreement;

THAT the necessary by-law to authorize execution of the agreement be brought forward for adoption.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City is the owner of Victoria Manor, a 166-bed Long-Term Care Home in Lindsay. Under the Long-Term Care Homes Act, the City is required to operate a long-term care home.

Every southern municipality that is an upper or single-tier municipality shall establish and maintain a municipal home and may establish and maintain municipal homes in addition to the home that is required. 2007, c.8, s.119 (1).

Since January 3, 2012 the City has contracted with Sienna Senior Living Inc., and its predecessors (Specialty Care and Leisureworld), for day to day management operations for Victoria Manor.

The decision to contract with Sienna under a Full Service Management Model was largely driven by the increasing complexity of owning and managing a Long-Term Care facility. Managing changes to Long-Term Care legislation, regulations and care requires extensive resources that municipalities are challenged to provide when operating a single facility without the appropriate related expertise corporately. Changes within the sector in the past decade include:

- The introduction of the Long Term Care Homes Act in July 2010
- Standardized assessment and care planning process
- Electronic documentation
- Implementation of the Residents First quality improvement program
- New funding model for Long Term Care
- Local Health Integration Network (LHIN) Accountability Agreements
- Financial and statistical reporting changes
- Behavioural support program requirements
- Increase in resident complexity and acuity of care needs
- Introduction of the Enhanced Long-Term Care Homes Renewal Strategy

The Ontario Long-Term Care Association provides the following profile of Ontario's long-term care residents (2015-2016):

- 97% of residents need help with daily activities such as getting out of bed, eating, or toileting; 1 in 3 are highly or entirely dependent on staff
- 97% of residents have two or more chronic conditions such as arthritis or heart disease
- 90% have some form of cognitive impairment; 1 in 3 are severely impaired
- 46% exhibit some level of aggressive behaviour related to their cognitive impairment or mental health condition
- 61% take 10 or more different prescription medications
- 58% use a wheelchair

- 40% have a mood disorder such as anxiety, depression, bipolar disorder, or schizophrenia
- 38% need monitoring for an acute medical condition

The Canadian Institute for Health Information (CIHI) provides the following profile for 2015-2016 specific to Victoria Manor residents:

- 49.0% older than 85
- 5.5% younger than 65
- 73.1% of residents are female
- 72.6% residents with dementia
- 10.4% residents with congestive heart failure

As previously reported through reports HS2016-006 and HS2017-002, the City has been reviewing the Management Agreement with Sienna (the Agreement). The term of the Agreement was due to expire January 3, 2017; however, an extension to August 31, 2017 was approved by both parties to facilitate the review and recommendations regarding renewal. The current Agreement includes an automatic five-year renewal if not revised or otherwise terminated. The Agreement also permits revisions at any time with the consent of both parties and the approval of the Ministry of Health and Long-Term Care (MOHLTC).

Rationale:

The review of the Agreement included a review of Sienna's performance in operating Victoria Manor, the budget requirements for the home and the actual language of the Agreement. The City Solicitor and the City's Insurance Risk Management Coordinator participated in the review. External legal counsel and the City's insurer also reviewed the Agreement relating to insurance requirements.

Operationally, Sienna provides full management services and support to the City in the following areas:

- Administration
- Long-Term Care Procedures
- Financial Management
- Human Resources Management
- Nursing Support
- Dietary and Nutritional Care Services
- Recreation and Leisure Programs Support
- Quality and Risk Management
- Environmental (Building Services) Support
- Staff Learning and Development

Supports vary from on-site, full time services such as the Administrator, to access to the expertise of Sienna's resources. Sienna owns and operates 35 Long-Term Care Homes and 15 Retirement Homes in Ontario, in addition to 15 facilities in British Columbia.

In March 2015 Victoria Manor implemented its new Vision, Mission and Values.

Our Vision:

To awaken our communities to the positive possibilities of life's next chapters.

Our Mission:

To help you live fully, every day

Our Values:

Respect: We value each other. From our clients and residents to our coworkers, we take the time to appreciate each person's story, understand their perspective, and recognize their contribution.

Passion: This job isn't for everybody. We love working with older people. We feel it's a privilege to have them in our lives, and there's nothing more important to us than their safety and well-being.

Teamwork: To honour someone's voice and advocate for their choice, it's up to every one of us to communicate, collaborate, and support one another. We're in this together – coworkers, volunteers, physicians and healthcare providers, suppliers, communities, families, clients, and residents.

Responsibility: Holding ourselves to the highest standards of safety and quality is only the beginning. If we see a problem or an opportunity, we own it. If we say we'll do something, we do it. "Not my job" is not in our vocabulary.

Growth: We are always pushing ourselves – to learn, to develop, to find a better way and we strive to help our clients, residents and staff grow, encouraging them to stretch and do more than they might have thought possible.

Highlights of Sienna's progress and initiatives over the past five years are listed below, in the areas of Quality and Compliance, People and Finances.

Quality and Compliance

Deliverables and outcomes include:

- Provide comprehensive monthly management services reports in collaboration with the Director of Human Services based on the provision

of regular meetings, reporting requirements, and ongoing communication with the Committee of Management.

- Completion, submission, and posting of MOHLTC documents, including Long-Term Care Home Accountability Planning Submissions (LAPS), Long-Term Care Service Accountability Agreements (LSAA), and Quality Improvement Plans (QIP).
- Promotional programs including monthly newsletters, Let's Connect Customer Feedback program, Sienna Mission, Vision, Values, and Creed.
- Of the 9 Publically Reported Indicators reported in Q4 2016, 4 are at or better than provincial average.
- Implemented person-centred, social model of care.
- Achieved the Three Year status, the highest level of accreditation status from the International Commission on Accreditation of Rehabilitation Facilities (CARF) in 2016.

Resident satisfaction surveys are completed annually. Results from 2014 through 2016, based on overall satisfaction were 78%, 88% and 89% respectively.

Family satisfaction surveys were completed starting in 2015, with 2015 and 2016 overall satisfaction results being 83% and 82% respectively.

People (Human Resources)

Deliverables and outcomes include:

- The Administrator has been with the home for four years offering continuity of leadership.
- Consistency of staffing to maximize scope of practice for Registered Nurses, Registered Practical Nurses, and Personal Support Workers as well as enhance quality of care to residents and their families.
- Facilitate employee satisfaction surveys with the result of exceptional engagement/satisfaction scores.
- Provide expert advice on all matters related to long term care operations, funding, and policy.
- Support training such as 100% of staff trained in Gentle Persuasive Approach, 100% of staff trained in Abuse and Neglect and Resident Rights; Registered Staff training on approaches to understanding and enhancing care for individuals with complex physical and cognitive/mental health needs and behavioural changes.

Employee Engagement surveys have also completed on an annual basis starting in 2013. Conducted by an external provider, the overall job satisfaction results from 2013 to 2016 are 63.7%, 77.6%, 79.3% and 77.3% respectively.

Workplace Safety and Insurance Board related (WSIB) expenses have declined in each of the past three years, from \$227,007 in 2013 to \$98,246 in 2016

through effective practices. The City is a Schedule 2 WSIB employer, meaning that the full cost of benefits is paid by the City, in addition to an administration fee.

There are three bargaining units with staff in Victoria Manor: the Canadian Union of Public Employees (CUPE) Local 855, CUPE Local 1167, and the Ontario Nurses Association (ONA). CUPE 855 has the least number of employees at the home, with just two positions: Receptionists and Senior Accounts Clerk. The negotiation of CUPE 855 contracts has remained with the City's Corporate Services Department as the vast majority of positions are outside Victoria Manor. CUPE 1167 represents primarily Personal Support Workers, Registered Practical Nurses, Maintenance, Dietary, Recreation and Life Enrichment staff. The ONA bargaining unit includes all Registered Nurses.

City staff participate in negotiations with Sienna and City Council retains the ratification authority for all collective agreements as Owner.

Finances

Table 1 below identifies the municipal tax support (Operating and Capital) budgeted since 2012 as well as the actual tax support required from 2012 to 2016. In 2012 and 2013 Victoria Manor borrowed \$700,000 and \$232,542 respectively from the City's Working Capital Reserve. The repayment to the reserve began in 2016 at \$169,655 per year for five years.

Table 1: Budgeted Tax Support 2012 to 2017 (Operating and Capital)

	Budgeted Tax Support	Actual
2012	1,007,875 ¹	1,005,512
2013	540,417 ¹	410,981
2014	467,722	383,454
2015	491,476	386,719
2016	679,871 ²	627,670
2017	1,005,875 ²	n/a

¹ Included revenue by way of a loan from Working Capital Reserve in 2012 and 2013 budgets of \$700,000 and \$232,542 respectively.

² Budgeted expenses for 2016 through 2020 include an annual repayment to the City's Working Capital Reserve of \$169,655.

Appendix C provides a comparison of tax support across Homes in 40 municipalities in 2016. While Victoria Manor is at the very low end of the scale for tax support in comparison with other municipal homes in Ontario, this alone is not a measure of financial success. Monitoring the value for the money that is spent is a more applicable measure.

The fees associated with the Full Service Management Model are consistent with administration fees across the sector at no more than 5%. The updated agreement maintains the existing approach with fees calculated annually. Applying the revised agreement to the 2016 budget and actual expenditures, fees would total approximately \$514,720. The cost associated with the employment of the Administrator, a Sienna employee, is borne fully by Sienna. The annual salary and benefits for an Administrator position, were it to be a City employee, would be approximately \$150,000.

Revisions to the Agreement

The proposed revisions to the existing agreement primarily formalize operational changes that have evolved or been identified through its first term. Language changes are being made in a number of areas to incorporate those changes. These changes, which do not substantially change the intent or scope of the agreement include:

- Reflecting the current legal name of the Manager: Sienna Senior Living Inc.
- The Agreement includes the previous termination language related to default as well as adding the ability of either party to terminate the Agreement with 90 days' written notice. The Agreement may also be amended during the term by mutual agreement.
- The term is for five years, from December 2017 to December 2022, at the end of which the City will be required to assess the requirement for a new competitive bid process.
- Clarification on a number of areas for Scope of Work in an appended Schedule A to the Agreement (Appendix B to this report). Based on experiences through the initial term, the Scope of Work or responsibilities of both parties is further clarified in areas of financial reporting, Human Resources, training and development and the Administrator.
- The timing of budget recommendations has been changed to better reflect the City's budget calendar.
- Clarity regarding insurance requirements.

Recommendation

The first term of the Agreement for management services has focused largely on developing new policies and procedures and establishing new values and culture at Victoria Manor. The extensive legislative compliance required under the Long-

Term Care Homes Act was a key rationale for the initial purchase of management services.

In an environment of expected continuous improvement and enhancements, the continuity and stability of operations for residents and their families and employees provided through renewing this Agreement is recommended by staff and the Victoria Manor Committee of Management.

It is recognized that there are further opportunities that can be pursued, building on the progress described above. City staff will continue to work with Sienna staff and the Committee of Management toward continued progress.

A key opportunity for the City in the renewal of the Agreement is the potential redevelopment of Victoria Manor under the Province's Enhanced Long-Term Care Homes Renewal Strategy. The expertise and resources available through Sienna are considered a significant benefit as an application to redevelop is being considered.

The attached proposed agreement is shown as substantially complete as the City Solicitor and Sienna's solicitor are finalizing some language at the time of completion of this report. There is no material or substantive changes to be made in finalizing the agreement for execution. Once executed, the Agreement requires review and approval by the MOHLTCs Long-Term Care Licensing Branch. An Agreement to Approve a Management Contract will be executed between all three parties.

Other Alternatives Considered:

Two primary options could be considered: the City could resume full and direct management of Victoria Manor, or the City could conduct another procurement process to select the Management organization.

The option of resuming full and direct management of the home, as was in place prior to 2012, is not recommended by staff or the Committee of Management as the expertise and capacity that was created and is in place with a qualified Management organization would be lost. Municipalities, in particular those with one Home, have limited capacity to support the effective and efficient operations of a long-term care facility.

The option of conducting another procurement process is not recommended by staff or the Committee of Management. The intent of the original Agreement with an external long-term care organization included creating long-term stability within the home through the renewal clause.

The review of the Agreement with Sienna has identified operation processes to improve and these will be implemented. The Agreement requires continual reporting and monitoring of the level and quality of care for residents and the

services provided by Sienna. The short- and long-term benefits of retaining the services of Sienna are believed to be greater than any potential changes that could result from a further procurement process.

The intent of contracting for the Full Service Management Model in 2012 was to create long-term sustainability and stability in the operation of Victoria Manor. The continuation of the Agreement with Sienna supports this. The Agreement retains appropriate monitoring language and allows for termination due to poor performance or for any other reason with notice should the City decide to change the management arrangements or if the City is not satisfied with the quality of services.

Financial/Operation Impacts:

The City's total tax support for Victoria Manor since 2012 is listed in Table 1. The development of the Victoria Manor Operating and Capital budgets follow the City's Budget Calendar and is completed in consultation with the Committee of Management. The budgets are approved by Council.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The effective and efficient operation of Victoria Manor relates directly to the City's Strategic Goal #2 of An Exceptional Quality of Life.

Consultations:

City Solicitor
Insurance Risk Management Coordinator
Sienna Senior Living Inc.
Victoria Manor Committee of Management

Attachments:

Appendix A: Proposed Management Agreement with Sienna



Appendix A
Agreement for attach

Appendix B: Schedule A to the Management Agreement: Scope of Work



Appendix B - Scope
of Work.pdf

Appendix C: Municipal Long Term Care Home Tax Support Comparison



Appendix C -
Municipal Home Tax S

Department Head E-Mail: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland

Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

THIS MANAGEMENT AGREEMENT is made effective as of the 1st of December 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES,
a corporation incorporated under the laws of the Province of Ontario

(the “**Owner**”)

-and-

**THE ROYALE DEVELOPMENT GP CORPORATION as a
general partner of THE ROYALE DEVELOPMENT LP,** a
corporation incorporated under the laws of the Province of Ontario

(the “**Manager**”)

WHEREAS the Owner is the legal and beneficial owner of the VICTORIA MANOR HOME FOR THE AGED, municipally located 220 Angeline Street South, Lindsay, Ontario, K9V 4R2 (the “**Home**”);

AND WHEREAS the Owner and the Manager wish to enter into a management agreement, whereby the Manager shall provide management services on behalf of the Owner in connection with the Home in accordance with the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSETH that in consideration of the reciprocal covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree each with the other as follows:

ARTICLE 1 – DEFINITIONS AND SCHEDULES

1.1 The terms defined in this Article 1 shall, for all purposes of the Agreement, have the meanings hereafter specified, unless the context otherwise requires;

“**Administrator**” means the Home’s administrator as required under the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8 s. 70 (1) (whom shall be an employee of the Manager);

“**Affiliate**” when used in connection with any person shall mean an affiliated body corporate as defined in the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16 and the regulations thereunder, as amended from time to time;

“**Agreement**” means this Management Agreement, together with all schedules and instruments in amendment of it; and the expression “Article” and “Section”, followed by a number means and refers to the specified Article or Section of this Agreement;

“**Annual Budgets**” shall have the meaning ascribed to this phrase pursuant to Section 3.1;

“**approved by the Owner**” or “**approval of the Owner**” means approved in writing by the Owner;

“**arm’s length**” and “**non-arm’s length**” have the meanings that they have for purposes of the *Income Tax Act* (Canada);

“**Auditors**” shall mean the chartered professional accountants, as may be approved by the Owner and appointed from time to time by the Owner;

“**Bank**” shall mean a Canadian chartered bank;

“Business Day” means any day which is not a Saturday, a Sunday, or a day observed as a statutory or civic holiday under the laws of the province of Ontario or the federal laws of Canada applicable in the province of Ontario, and on which the principal Banks in the city of Toronto, Ontario are open for business;

“Capital Expenditures” for a Fiscal Year shall mean Major Repairs and any other expenditures of a capital nature relating to the Home incurred in such Fiscal Year determined in accordance with GAAP consistently applied;

“Commencement Date” shall mean the 1st day of December 2017;

“Event of Default” shall have the meaning ascribed thereto in Section 9.1 hereof;

“Fiscal Year” shall mean each twelve-month period during the term of this Agreement commencing on the first day of January and ending on the last day of December in each year (or such other twelve (12) month period as may be approved by the Owner), except where a shorter fiscal year occurs at the commencement or end of the term of this Agreement in which case such shorter fiscal year shall be deemed to be a Fiscal Year with all appropriate adjustments being made by the parties;

“Force Majeure” means any event, fact, circumstance, delay, failure, loss, or damage that, directly or indirectly, arises from, or as a result of, or that fails to occur because of, occurrences that are beyond, or outside of, the reasonable control of any person, including but not limited to: Acts of God; the occurrence of any casualty event; outbreak of disease; acts of declared or undeclared war; the occurrence of any military or terrorist attack; public disorders; rebellion; sabotage; revolution; earthquakes; fires; floods; riots; strikes; and labor or employment difficulties; but excluding the financial inability of any party to this Agreement;

“Gross Receipts” shall mean all revenues and income of any kind derived directly or indirectly from the Home (including rental or other payments from licensees, tenants, and other users of the Home), whether on a cash basis or on credit, paid, collected or received, as determined in accordance with GAAP consistently applied, excluding, however: (a) federal, provincial and municipal excise, sales and use taxes collected directly from residents or others as a part of the sales price of any goods or services or otherwise; (b) proceeds arising from the sale or other disposition of capital assets; (c) any reversal of any contingency or tax reserve; and (d) gratuities to Home Employees. Gross Receipts shall include the proceeds of use and occupancy, insurance funds arising as a result of or from any health insurance program or prepaid care plan or program whether governmental or private. For the purpose of calculating the Management Fee and without limiting the other exclusions to Gross Receipts set out herein, Gross Receipts shall be restricted to receipts arising from the regular and ongoing operations of the Home and shall not include: (i) any receipt of a capital nature; (ii) monies received as the result of or in contemplation of the expropriation of the Home (or any part thereof); (iii) proceeds of any financing or refinancing of the Home; (iv) security deposits, damage deposits or last month rent deposits received from residents or tenants; (v) insurance proceeds except to the extent relating to business loss interruption or rental loss coverage for commercial rents; (vi) interest received or accrued with respect to the monies in any operating or reserve accounts of the Home; (vii) awards of damages, settlement proceeds and other payments received by the Owner in respect of any litigation other than litigation to collect fees due for services rendered from the Home; (viii) income derived from securities and similar investment property; (ix) cash contributions by the Owner; and (x) refunds of utility deposits or refundable sums deposited in connection with the Home.

“Home” shall mean the Victoria Manor Home for the Aged building and operations, located at 220 Angeline Street, South, Lindsay, Ontario, K9V 4R2, including, without limitation, the Home Equipment and all fixtures annexed or to be annexed thereto or located or to be located therein;

“Home Employee(s)” means all employees employed at the Home by the Owner (with the exception of the Administrator who shall be an employee of the Manager), including, for certainty, the assistant administrators, department heads and all operating and service employees (including registered nurses and registered practical nurses, but not including physicians) performing services in and around the Home and all such other persons as may be necessary for the proper maintenance and operation of the Home and who are employed by the Owner and remunerated pursuant to the terms outlined hereunder;

“Home Equipment” shall mean all the chattels including furnishings, furniture, bedding linens, toilet supplies, dietary supplies, fixtures, equipment and machinery now or hereafter situated in or about the Home and to be used in conjunction with operations therewith;

“Intellectual Property” shall mean any and all of the following items owned, acquired or applied for, as applicable, and paid for by the Manager and used in conjunction with, or otherwise comprising, the Proprietary Property: (a) any patent applications, issued patents and continuations, reissues, divisions, or disclosures relating thereto, and industrial design applications and registrations; (b) trademarks, service marks, and trademark or service mark registrations and applications, trade names, trade dress, fictitious names, assumed names, logos and slogans, together with all goodwill related to the foregoing; (c) copyrights, copyright registrations, renewals and applications for copyright registrations, and mask works; (d) software; and technology, trade secrets and know-how, proprietary processes, formulae, algorithms, models and methodologies; and (e) all claims against third parties for infringement of the foregoing. For greater certainty, the Policies and Procedures constitute Intellectual Property and shall at all times remain the property of the Manager;

“Losses”, in respect of any matter, means all losses, damages, liabilities, obligations, deficiencies, fines, costs and expenses (including all reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) and judgments, incurred pursuant to any actions, claims, suits, demands, or proceedings;

“Major Repairs” shall mean any single item of repair where the cost of effecting such repair equals or exceeds \$10,000;

“Management Fee” shall have the meaning ascribed thereto in Section **Error! Reference source not found.**;

“Minor Repairs” shall mean any single item of repair where the cost of effecting such repair is less than \$10,000;

“Name” means the name for the Home chosen by the Owner and any of the trademarks and any reference thereto, in whole or in part, that is visible on any part of the Home;

“Net Operating Expense” shall mean Gross Receipts less Operating Expenses, excluding depreciation and amortization, capital reserves, bad debt expense and mortgage interest;

“Net Expenses” shall mean Net Operating Expenses, less depreciation and amortization, capital reserves, and mortgage interest, if greater than zero;

“Net Loss” shall mean Net Operating Expenses, less depreciation and amortization, capital reserves, and mortgage interest, if less than zero;

“Operating Expenses” shall mean all of the operating expenditures of the Home, but shall not include Major Repairs, any payments whether for principal and/or interest made pursuant to any mortgage or mortgages on the Home, and shall, without limiting the generality of the foregoing include Home Employee salaries, realty taxes, operating expenditures, Minor Repairs and the Management Fee;

“Performance Payment” shall have the meaning ascribed thereto in Section 5.1;

“Policies and Procedures” shall have the meaning ascribed to this phrase pursuant to Section 2.4;

“Proprietary Programs” means the proprietary management and resident care methods, systems and programs developed and owned by the Manager and used by the Manager in association with the services provided to the Home pursuant to this Agreement, as amended from time to time, and the Intellectual Property associated therewith shall belong to the Manager and not the Owner, provided Proprietary Programs and the Intellectual Property associated therewith shall not include any of the foregoing items to

the extent the Owner (or its predecessors) have paid for or provided any funding in connection therewith or on account thereof, which items shall be the property of the Owner;

“Proprietary Property” means the Intellectual Property, Proprietary Programs, and Policies and Procedures of the Manager;

“Restricted Contract” means: (a) any contract with a party that does not act at arm’s length to the Manager and each of its Affiliates; (b) any contract that cannot be terminated by the Owner on 90 days’ notice or less without cost or penalty to the Owner; or (c) any contract providing for the hedging of utility or other costs or fixing utility rates;

“Term” shall mean the period commencing on the Commencement Date and ending 1st of December 2022 and if the Agreement is terminated prior to the expiry of the initial Term, to the date of such termination as set out under Section 3.1(c); and

“Trust Account” shall mean a bank account at a Bank which shall contain a sum of money funded by the Owner, such amount to be in conformity with the Annual Budgets, to be used by the Manager for the purposes contemplated herein.

- 1.2 The following Schedules, contained herein and as may be amended from time to time in accordance with the terms hereof, form an integral part of this Agreement:

Schedule “A”	-	Statement of Work
Schedule “B”	-	Performance Payment

- 1.3 All monetary references are to Canadian dollars. If anything herein falls to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day. Words importing the singular shall include the plural and vice versa.
- 1.4 All calculations required or permitted under this Agreement and the interpretation of accounting terms used herein shall be made, and applied on a consistent basis.

ARTICLE 2 – MANAGER APPOINTMENT AND RESPONSIBILITY

- 2.1 For and during the Term, the Owner hereby grants to the Manager the sole and exclusive right to manage and operate the Home upon the terms and conditions herein contained.
- 2.2 The Manager hereby accepts its appointment in accordance with the terms hereof and covenants and agrees to perform the services and functions to be performed by it hereunder, as Manager of the Home, in a competent, efficient, honest and diligent manner, in keeping with the standards of the sector applicable to comparable long term care facilities having regard to the size, nature and location of the Home.
- 2.3 The duties to be performed and obligations to be assumed by the Manager under this Agreement shall be as an independent contractor and not as an agent (except to the extent that the Manager is expressly authorized by this Agreement to incur obligations on behalf of, or to act as agent of, the Owner), and nothing herein shall be construed to create any partnership, joint venture, fiduciary or non-contractual relationship of any kind whatsoever between the parties.
- 2.4 The Manager shall create, provide and maintain the policies and procedures, programs, operating methods, systems, audits, tools, and employee programs (the **“Policies and Procedures”**), relating to the standards of operation, quality of service, and other matters for the Home, which Policies and Procedures shall be provided to the Owner for reference purposes upon request. The Owner acknowledges that the Policies and Procedures mandate the use of certain information technology processes and applications (such as PCC, Activity Pro, Synergy on Demand etc.), and the Owner shall support and implement such policies, procedures and applications for the purposes of this Agreement, and otherwise provide for their use at the Home. The Policies and Procedures may be customized only to accommodate the use of the Owner’s logo

and any other non-substantive changes not impacting content or process, in the Manager's sole discretion and at the cost of the Owner, if any; provided that the Manager shall not assume responsibility for any such customizations nor be held liable on account thereof.

- 2.5 The Policies and Procedures shall be paid for by the Manager, shall be the exclusive property of the Manager and the Manager shall operate the Home in accordance with the Policies and Procedures and, subject to this Agreement, shall have discretion, acting reasonably, with regard to the operation and management of the Home, subject to maintaining the standard set out in Section 2.2.
- 2.6 The Manager agrees, in connection with the performance of the Manager's duties under this Agreement, that during the Term it shall not enter into a contract or incur any expense on behalf of the Owner unless the Manager has received budgetary or other approval by the Owner; provided that the Manager may incur, in each Fiscal Year, Operating Expenses in excess of the amount provided therefor in the operating budget contemplated by the Annual Budgets with the approval of the Owner.
- 2.7 In the event of an emergency (meaning, a circumstance or event in which the safety of the residents or integrity of the Home is at risk and time does not reasonably permit the Manager from consulting with the Owner in responding to such circumstance or event) and when any work or action is urgently required at times when the approval of the Owner cannot be reasonably obtained, the Manager is hereby authorized and instructed to proceed with such steps as in its discretion, acting reasonably, are deemed urgently necessary for the protection and preservation of the Home or to protect the Owner from exposure to a penalty, liability or expense.
- 2.8 Without limiting the generality of Sections 2.6 and 2.7, the authority of the Manager under this Agreement shall be limited to expenditures and contracts approved in the Annual Budgets.
- 2.9 The responsibilities of the Manager, acting on behalf of the Owner, shall include the following, subject to and in accordance with the Annual Budgets and any other limitations, qualifications and restrictions otherwise contained in this Agreement and in the Statement of Work set out in Schedule "A":
 - (a) the negotiation and entering into of contracts for supplies and services in connection with the operation of the Home; provided that any Restricted Contract will be subject to prior approval by the Owner;
 - (b) the support and implementation of the Policies and Procedures;
 - (c) full responsibility, power, authority and discretion (subject to the Annual Budgets) to hire, train, manage and terminate the Administrator, the Home Employees (as direct employees of the Owner) and any independent contractors; provided that the Owner shall have the right to provide input with respect to and to approve, acting reasonably, the hiring of the Administrator;
 - (d) the receipt of all Gross Receipts for the account of the Owner;
 - (e) advise the Owner with respect to actionable items or expenditures not contemplated by the Annual Budgets as shall be required from time to time to be done in and about the Home by virtue of any statute, ordinance, law, rule, regulation or order of any municipal, provincial or federal governmental or regulatory authority having jurisdiction in the premises respecting the use or manner of use of the Home or the construction, maintenance or operation thereof as well as to comply with all orders and requirements of the local fire marshal or any other body which may hereafter exercise similar functions;
 - (f) authorize all realty, municipal and business taxes, assessments and charges of every kind with respect to the Home imposed upon the Owner by any governmental authority, as they become due and payable from time to time; and shall authorize all bills as they become due and incurred in the operation of the Home, including utility charges, heating and cooling charges, and other operating expenditures and outlays incurred in the operation of the Home;

- (g) prompt submission to the Owner of accounting related to payroll for the Home Employees;
- (h) purchase such food, beverages, concessions, utilities, materials and operating supplies for the maintenance and operation of the Home;
- (i) implement protocols reasonably designed to enable residents to comply with their residency agreements, including the timely payment of accommodation fees and charges;
- (j) maintain a separate bank account in the name of the Owner in relation to the operation of the Home at a Bank and make all deposits of Gross Receipts thereto and disbursements therefrom and handle all banking necessary for the due performance of the Manager's accounting and administrative functions under the provisions of this Agreement and for the receipt and disbursement of all monies of the Owner pertaining to the operation of the Home by the Manager under this Agreement;
- (k) the Manager shall maintain proper records and books of account in accordance with good accounting procedure and GAAP wherein it records the income and expenses relevant to the Home separate and apart from the other properties owned, operated or managed by the Manager. All of such records and books, including without limitation, books of account and guest and resident records shall be the property of the Owner. The Manager shall provide such control over accounting and financial transactions as is reasonably required to protect the Owner's assets from theft, negligence or fraudulent activity on the part of the Manager, its employees or third parties for which the Manager is at law responsible under applicable law; provided that Losses arising from such instances are to be borne by the Owner to the extent not covered by insurance and subject to the terms set out in Article 14. The Owner shall have access upon reasonable notice and at reasonable times and intervals to the records contemplated in this paragraph;
- (l) the Manager may retain, as it deems necessary, and at the cost of the Owner, skilled or professional services (including legal services) from outside sources in connection with its duties in managing the Home, with the approval of the Owner, provided that the fees for such skilled or professional services shall be borne by the Owner. The Manager shall, subject to the approval of the Owner, select the service providers to be retained by the Manager as contemplated by this paragraph. The Owner shall be responsible for the payment of all fees, retainers, costs and other monies payable by reason of the proper exercise of the responsibilities of the Manager arising herein;
- (m) the Manager shall require that the terms and conditions of all contracts entered into by the Manager as subcontractor of or on behalf of the Owner pursuant to the Manager's duties under this Agreement and pursuant to its authority hereunder, shall acknowledge that such contracts create a contractual relationship between the other party thereto and the Owner, as the case may be, and that the Manager as subcontractor of the Owner is in a representative capacity and not personally liable thereunder, and where any such contracts do not so provide, the Owner acknowledges nevertheless that the Manager, although it may be personally liable to a third party, is in a representative capacity acting on behalf of the Owner to the extent that the Manager is acting within the scope of its authority;
- (n) to facilitate the prompt investigation and to provide information and support to the Owner to assist the Owner in making a full and timely written report to the applicable insurance company of all incidents, accidents and claims for damages relating to the Home, and any damage or destruction to the Home;
- (o) prepare and file the government reports listed under the "Manager's Responsibilities" column in Schedule "A"; and
- (p) perform such other ordinary course duties as are normally carried out by a manager in connection with the management of a long-term care home of the size, type and location of that operated at the Home.

- 2.10 The Manager, on behalf of the Owner, shall be responsible for the management of all cash generated by the Home. The Owner shall be responsible for all cash disbursements of the Home. Unless otherwise instructed by the Owner, no funds shall be disbursed except in accordance with the following provisions:
- (a) The Manager shall be entitled to and shall authorize all Operating Expenses and Capital Expenditures to arms' length parties properly chargeable to the Owner hereunder, provided that such Operating Expenses do not in the aggregate exceed the amounts set forth in the Annual Budgets and such Capital Expenditures do not exceed the amounts set forth in the Annual Budgets; any operating and development expenses in excess thereof or any Capital Expenditures that are a Major Repair shall be subject to the approval of the Owner in accordance with this Agreement.
 - (b) Subject to the provisions of this Agreement, provided that in the event that the amount of the projected costs and expenses to be incurred by the Manager on behalf of the Owner in the management of the Home may exceed the amount held in the Trust Account by the Manager, the Manager shall thereupon furnish the Owner with an accounting of same and the Owner shall be under an obligation to immediately furnish the Manager with sufficient funds to pay the Capital Expenditures to operate the Home.
- 2.11 Subject to the provisions of this Agreement, including that all financial obligations need to be set out in the Annual Budgets, all financial obligations related to the Administrator and the Home Employees, independent contractors and any on-site staff of the Manager, including wages, benefits and severance pay shall be at the expense of the Owner.

ARTICLE 3- ANNUAL BUSINESS PLAN AND REPORTING

- 3.1 The Manager shall deliver or cause to be delivered to the Owner the following financial reports:
- (a) Annual Budgets: not later than September 30 of each calendar year, prepare and submit to the Owner for approval of the Owner the following materials in respect of the ensuing Fiscal Year (collectively, the "**Annual Budgets**"):
 - (i) an annual operating budget, for the 12-month period January 1 to December 31 which shall set forth both anticipated revenues and expenses on an accrual basis; the operating budget is to be submitted to the Owner by September 30 for the next fiscal budget year; and
 - (ii) an annual capital budget, for the 12-month period January 1 to December 31 which shall set forth both anticipated revenues and expenses on an accrual basis; the capital budget is to be submitted to the Owner by September 30 for the next fiscal budget year.

The Owner shall either approve the submitted plans and budgets, or approve an amended budget (which shall be mutually acceptable to the Manager, acting reasonably), either of which shall be done by by-law. The budget approved by by-law will then become the Annual Budgets. In the event that any budget has not been so adopted by Council by-law prior to the commencement of the next fiscal budget year, then the Manager may proceed on the basis of the prior Fiscal Year's Annual Budgets until such time as a by-law is adopted.

- (b) Amendments: from time to time as are in the Manager's reasonable opinion required during each Fiscal Year, propose to the Owner amendments to the Annual Budgets.
- (c) Additional Reports: (i) monthly, by the fifteenth (15th) Business Day of the following month, an income statement, and (ii) a copy of any report in respect of the Home prepared or delivered to or by a regulatory authority having jurisdiction over the Home.
- (d) Other Reports: such other reports in respect of the Home as shall be agreed upon by the parties and set out (or marked for inclusion) in Schedule "A" hereto as applying to this Agreement.

- 3.2 The Manager covenants and agrees with the Owner at reasonable times and after reasonable notice, to make available to the Owner and the Auditors such information and material (including, without limitation, working papers of the Manager, books and records in respect of the Home and all Policies and Procedures maintained in respect of the Home) as may be required by the Owner, or the Auditors for the purpose of their audit and otherwise give such co-operation as may be necessary for such Auditors to carry out their duties on behalf of the Owner or the Home. All associated costs incurred in connection with or by the Auditors will be to the account of the Owner. Should either of the Owner's employees or appointees discover either weaknesses in internal control or errors in record keeping, the Manager shall forthwith correct such discrepancies, and in any event, within ninety (90) days' time. The Manager shall inform the Owner in writing of the action taken to correct such audit discrepancies. The Manager agrees to hold regular calls between personnel of the Manager and the designated appointees of the Owner.

ARTICLE 4 – TERM

- 4.1 The Manager's appointment hereunder shall be for the Term subject to earlier termination as herein provided.

ARTICLE 5 – MANAGER FEE/ REMUNERATION/PERFORMANCE PAYMENT

Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

ARTICLE 6– LICENCE

- 6.1 Subject to the provisions of this Agreement, the Manager hereby grants to the Owner the non-exclusive, non-transferable right, licence and privilege, without right to sublicense, to use the Proprietary Property at the Home in association with the Home until terminated in accordance with the provisions of this Agreement.
- 6.2 The Owner agrees and acknowledges that the rights granted herein to use the Proprietary Property apply only to its use in connection with the Home and Proprietary Programs available at the Home and further agrees:
- (a) that the Manager is the exclusive owner of the Proprietary Property and all goodwill associated therewith; that the Manager has the exclusive right to the use of the Proprietary Property and that any unauthorized use of the Proprietary Property is and shall be deemed an infringement of the Manager's rights;
 - (b) that, except as expressly provided in this Agreement, the Owner acquires no right, title or interest in the Proprietary Property and the Owner shall not in any manner represent that they have any ownership interest in the Proprietary Property or applications or registrations therefor; and
 - (c) not to dispute or contest for any reason whatsoever, directly or indirectly, during the Term and after the termination or expiration of this Agreement, the validity, ownership or enforceability of the Proprietary Property, nor directly or indirectly attempt to dilute the value of the goodwill attached to the Proprietary Property, nor counsel, procure or assist any one to do any of the foregoing.
- 6.3 The Manager shall have the right to transfer the Proprietary Property or any rights thereto to any person, including any bank or financial institution as it may in its sole discretion deem appropriate; provided that such transfer will not prejudice or adversely affect the use of the Proprietary Property by the Owner pursuant to this Agreement. The Owner shall not transfer their licensed right to use the Proprietary Property to any person including any bank or financial institution without the prior written consent of the Manager, save and except to a permitted assignee hereunder.
- 6.4 Upon expiry or earlier termination of this Agreement for any reason whatsoever, the Owner shall cease to be a licensee of the Manager and shall cease to use, directly or indirectly, in any manner whatsoever the Proprietary Property.

ARTICLE 7 – OWNER'S RIGHT TO INSPECTION

- 7.1 The Owner shall have the right at all reasonable times upon reasonable notice of not less than five (5) Business Days to cause an inspection to be made of the books and records maintained by the Manager in respect of the Home. The Manager shall make available to the Owner, as the case may be, and its authorized agents for such purpose such information and materials with respect to the Home and in connection with this Agreement as they may reasonably request and shall otherwise give such cooperation as may be reasonably required.
- 7.2 The Owner and its authorized agents, lenders, consultants and prospective purchasers (and their authorized agents, lenders and consultants) shall have the right to enter upon any part of the Home at all reasonable times for the purpose of examining or inspecting the same, but the same shall be done with as little disruption to the business of the Home as possible and upon reasonable notice to the Manager.
- 7.3 The Owner shall not have the right to directly discipline the Home Employees and may instead forward any such concerns through the Manager.

ARTICLE 8 – DUTIES OF OWNER

- 8.1 The Owner shall support and cooperate with the Manager in the operation and management of the Home and the performance of all obligations of the Manager assumed under and by virtue of this Agreement and the Statement of Work set out in Schedule “A”.
- 8.2 In connection with this Agreement, the Owner will:
- (a) provide and maintain such amount of working capital that is sufficient at all times to ensure the uninterrupted and efficient operation of the Home;
 - (b) pay, as they fall due, all payments to mortgages, charges and all other encumbrances of the lands and premises of the Home created by the Owner;
 - (c) subject to the terms of this Agreement, pay all costs and expenses incurred in connection with the Home including, without limiting the generality of the foregoing, all costs and expenses for repairs, replacements, additions and improvements to the Home and for maintaining, operating and supervising the Home;
 - (d) reimburse the Manager for all funds expended or costs and expenses incurred, if any, to which the Manager is entitled to reimbursement pursuant to the Agreement; and
 - (e) provided that the Manager is complying with the terms of this Agreement, not to interfere with the operations of the Home and with the Manager carrying out its duties hereunder.

ARTICLE 9 – TERMINATION

- 9.1 Each of the following events shall constitute an Event of Default of either party:
- (a) the filing of a voluntary assignment in bankruptcy or insolvency or a petition for a reorganization under any bankruptcy law by the Owner or the Manager;
 - (b) the consent to an involuntary petition in bankruptcy or the failure by the Owner or the Manager to vacate, within thirty (30) days from the date of entry thereof, any order approving an involuntary petition;
 - (c) the making of an order, judgement, or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating the Owner or the Manager bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or substantial part of a party's assets if such order, judgement or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days;
 - (d) the failure of either the Owner or the Manager to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in the Agreement, except where same constitutes gross negligence at or on the Home, and the continuance of any such default for a period of thirty (30) days after written notice of said failure, provided, however, if the default is not reasonably capable of being cured within the thirty (30) day period (other than as a result of the financial position of the defaulting party), and the defaulting party with due diligence takes and continues action to cure and cures the failure as soon as possible, then no Event of Default shall be deemed to have occurred unless and until a defaulting party has failed to take or continue to take action, or to complete the cure within a period not exceeding ninety (90) days after written notice is received in respect of the applicable failure; and
 - (e) with respect to the Manager, the occurrence of a fraud or criminal act by the Manager or a breach by the Manager of any trust or fiduciary duty created by this Agreement for funds received by it, or the Manager's refusal to account or unreasonable delay in accounting for such funds.

- 9.2 Upon the occurrence of any Event of Default, the non-defaulting party may, without prejudice to any other recourse hereunder or at law or in equity which it may have, terminate this Agreement. If an Event of Default involves gross negligence or wilful misconduct on the part of the Manager or the Owner, the 30 day cure period and extended cure period referred to in Section 9.1(d) shall be reduced to five (5) days in the aggregate.
- 9.3 Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled but not obligated to remedy any default of the other under the Agreement with reasonable notice to the other or without notice, in the event of any emergency or anticipated emergency, without prejudice to any rights under the Agreement, and the party so remedying such default shall be repaid upon demand by the defaulting party for the cost of remedying such default together with interest on such amount from the date of incurring such costs at an annual rate of five percent (5%) above the reference rate of interest published from time to time by the Bank as its prime rate.
- 9.4 Notwithstanding anything to the contrary in this Agreement, either party shall be entitled to terminate this Agreement on ninety (90) days' prior written notice to the other party.
- 9.5 Upon the termination of the Agreement for any reason whatsoever by either the Manager or the Owner:
- (a) The Manager shall, as soon as possible thereafter (and in any event within 30 days), render a final accounting to the Owner and pay over any balance in the Trust Account or other account remaining to the credit of the Owner (less any amounts necessary to satisfy commitments made by the Manager to others pursuant to its authority hereunder prior to the date of the termination and less any outstanding fees and expenses payable to the Manager, in each case, in accordance with the Agreement);
 - (b) The Manager shall, subject to Article 6, surrender to the Owner in an organized manner all documents, contracts, records, files and other information and items included therein (but not the Proprietary Property) which in the Manager's or Owner's opinion, acting reasonably, may be pertinent to the continuing operation of the Home;
 - (c) The Owner shall assume the obligations of any and all contracts which the Manager has entered into in accordance with and pursuant to this Agreement and the Owner shall reimburse or pay for and indemnify and save harmless the Manager from the costs and expenses of all services and supplies which may have been ordered by the Manager in accordance with this Agreement and which may not have been paid by the Owner at the time of termination;
 - (d) The Manager and the Owner shall be released from all obligations pursuant to this Agreement, save and except for obligations set out in the following provisions, which shall survive any termination of this Agreement, howsoever occurring: Sections 2.9(l) and 2.9(m), Sections 5.1 and 5.3, Section 6.4, this Article 9, Sections 12.1, 12.2, 12.4 and 12.5, Article 13, Article 15, and Sections 16.3, 16.5, 16.6, 16.7, 16.8, 16.12, 16.13, 16.14, 16.16 and 16.19;
 - (e) The Manager shall deliver to the Owner all materials, tools, telecommunication equipment, computers, equipment, furniture, supplies and other property for which the Manager has been paid or which have been paid for by the Owner, but excluding the Intellectual Property;
 - (f) The Manager shall generally provide its reasonable assistance and co-operate with the Owner to ensure a smooth transition to a new management team; and
 - (g) The Owner may not solicit or hire any of the Manager's employees for a period of three (3) years from the date of termination of this Agreement.
- 9.6 In the event of the termination of the Agreement for any reason whatsoever by either the Manager or the Owner, the Owner, in addition to complying with all other provisions of this Agreement, agrees to indemnify and save the Manager harmless from any claims, rights or benefits either past or future, to which

the Home Employees may have against the Manager whether for wages, severance pay or any other claim for employee compensation whatsoever in anyway relating to the Home, except where the Manager has been grossly negligent in breach in its duties under this Agreement or where this Agreement has been terminated due to an Event of Default with respect to the Manager and provided that the Owner shall not be liable for obligations to employees in respect of the employment of those employees prior to the acquisition of the Home by the Owner.

ARTICLE 10 – ASSIGNMENT

- 10.1 The Manager acknowledges that the Owner may assign its rights hereunder to its lender in conjunction with the Owner's financing of the Home and the Manager agrees, where requested by such lender, to enter into an acknowledgement agreement with such lender, in a form acceptable to such lender and the Manager, each acting reasonably, whereunder the Manager shall agree to: (a) provide notices of any default by the Owner hereunder and permit the lender to cure same (during an appropriate cure period); (b) permit such lender to assume the Owner's rights under this Agreement upon the occurrence of an event of default by the Owner under such financing; (c) if requested by such lender enter into a new agreement with such lender on the same terms and conditions hereof in the event that this Agreement is revoked or disclaimed as part of any insolvency proceedings relating to the Owner; (d) allowing such lender to terminate this Agreement on 30 days' notice if an event of default occurs under the financing; and (e) such other customary matters as the lender may reasonably require. The Owner further acknowledges that the Manager may, subject to Section 16.17 and any approvals required by the applicable regulator, assign this Agreement and any of its rights and obligations hereunder to any of its Affiliates that is qualified to perform the Manager's duties hereunder.

ARTICLE 11 – REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of the Manager

The Manager hereby represents and warrants to the Owner that as at the date of this Agreement:

- (a) It is a corporation duly organized and validly existing under the laws of the Province of Ontario;
- (b) It is in good standing with respect to the filing of returns in all jurisdictions in which it carries on business or proposes to carry on business;
- (c) It has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (d) All necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Manager;
- (e) This Agreement has been legally and properly executed by the Manager and is legally binding upon and enforceable against the Manager in accordance with its terms;
- (f) All information, statements, documents and reports furnished or submitted by the Manager to the Owner in connection with the negotiation and execution of this Agreement are true and correct;
- (g) The observance and performance of the terms and conditions of this Agreement does not constitute a breach by it of or a default by it under:
 - (i) any law of Canada, the Province of Ontario;
 - (ii) its constating documents; or
 - (iii) any agreement to which it is a party;

- (h) The Manager is not in breach of any law applicable to the Manager or its operations; and
- (i) The Manager holds all permits, licenses, consents and authorities issued by any government or an agency of any of them, that are necessary in connection with the operations of the Manager and the performance of the services under this Agreement.

11.2 Representations and Warranties of the Owner

The Owner hereby represents and warrants to the Manager that as of the date of this Agreement:

- (a) All necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Owner;
- (b) It has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (c) This Agreement has been legally and properly executed by the Owner and legally binding upon and enforceable against the Owner in accordance with its terms; and
- (d) The observance and performance of the terms and conditions of this Agreement does not constitute a breach by it or a default by it under:
 - (i) any law of Canada, the Province of Ontario; or
 - (ii) any agreement to which it is a party.

11.3 Reliance

All representations and warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Manager or the Owner is material and will conclusively be deemed to have been relied upon by the other party, notwithstanding any prior or subsequent investigation by the Owner or the Manager, as the case may be.

ARTICLE 12 – EMPLOYEES

- 12.1 Agency – All Home Employees shall be employees of the Owner. None of the employees, independent contractors or agents of the Owner shall be deemed to be the employees, contractors or agents of the Manager. The Owner shall be solely responsible for any salary, commission or other remuneration payable to any such employees, contractors or agents and hereby agrees to indemnify the Manager for any Losses by or against the Manager in respect thereof.
- 12.2 Labour Matters – The Manager will advise the Owner on proposals for union negotiations with any labour union lawfully entitled to represent the Home Employees, and may recommend or retain, at the Owner's request, skilled or professional service providers (including legal) to assist and attend all negotiations, conciliations and arbitration hearings, as necessary, provided that the Owner (and not the Manager) shall retain overall responsibility for all such negotiations, conciliations and hearings. All costs relating to the work undertaken by any skilled or professional service provider retained by the Manager to negotiate and attend at conciliations and arbitration hearings shall be the responsibility of the Owner.
- 12.3 Training and Performance Management – The Manager is responsible for directing and supporting the ongoing professional development training, both substantive and procedural, to be provided to all Home Employees, through its work with the department head(s). The Manager is responsible for setting up a process to facilitate the provision by the departmental heads (who, for certainty, are Home Employees) of required feedback to the Home Employees on an ongoing basis and conducting performance evaluations at least once per calendar year. Where performance improvement is noted, the Manager is responsible for creating a performance improvement plan for the applicable Home Employee and, if performance does not

improve within timelines set by the department head, termination of the employment of the applicable Home Employee. The Manager will assist, direct and support the department head in establishing a process to prepare and implement an annual training plan that reports on progress to the Committee of Management at least quarterly within the calendar year. This plan shall include professional development for Home Employees, as well as policy and procedure training and compliance monitoring.

- 12.4 Severance Costs – The Owner is responsible for the costs associated with the termination of employment of Home Employees and is responsible for all pay in lieu of notice of termination, termination pay, severance pay and other costs, liabilities and obligations including entitlements to pension and benefit coverage, or incentive compensation (and notwithstanding any other provision to the contrary including entitlements in respect of the benefit plans) whether due under contract, statute or common law relating to the termination of employment of such Home Employees.
- 12.5 Medical Healthcare Professionals – The Owner shall be responsible for the engagement, performance management and termination of all medical healthcare professionals (including physicians) providing services to residents of the Home. The Owner agrees that it shall only retain medical healthcare professionals that it reasonably concludes, pursuant to completion of appropriate appointment enquiries and processes, holds all necessary professional credentials and accreditations. The Manager shall be responsible for ensuring that each such medical healthcare professional enters into appropriate contractual arrangements with the Owner in respect of the provision of medical health services for residents of the Home, and shall provide to each such medical healthcare professional, prior to or at the commencement of their respective engagement, the Policies and Procedures applicable to the Home, which each medical healthcare professional shall be expected to comply with. The obligation to provide Policies and Procedures is ongoing; as the Policies and Procedures are created and revised they will be provided to the medical healthcare professionals. For certainty, nothing herein shall require the Manager to indemnify the Owner or any other person in respect of any alleged or actual act of professional negligence or malpractice asserted against any medical healthcare professionals providing services in connection with the Home.

ARTICLE 13 – INDEMNITIES AND INSURANCE

- 13.1 The Manager shall indemnify and save harmless the Owner, its Affiliates and their respective directors, officers and employees (the “**Owner Indemnified Parties**”), from any and all Losses suffered or incurred by any of the Owner Indemnified Parties as a result of, or arising directly or indirectly out of or in connection with: (a) a material breach by the Manager of this Agreement; (b), any claims, rights or benefits, either past or future, which the Manager’s employees or contractors may make or have, whether for wages, severance pay or any other claim for employee compensation whatsoever in any way relating to the Home, or (c) the negligence, fraud, or wilful misconduct of the Manager, its Affiliates and their respective directors, officers and employees (the “**Manager Indemnified Parties**”) or the Manager’s subcontractors or agents; except to the extent that such Losses result from any act or omission of, breach of this Agreement by, or the negligence, fraud or wilful misconduct of, any of the Owner Indemnified Parties.
- 13.2 The Owner shall indemnify and save harmless the Manager Indemnified Parties, from any and all Losses suffered or incurred by any of the Manager Indemnified Parties as a result of, or arising directly or indirectly out of or in connection with: (a) a material breach by the Owner of this Agreement, (b) any claims, rights or benefits, either past or future, which the Home Employees may make or have, whether for wages, severance pay or any other claim for employee compensation whatsoever, or (c) the negligence, fraud, or wilful misconduct of the Owner Indemnified Parties or the Owner’s subcontractors or agents; except to the extent that such Losses result from any act or omission of, breach of this Agreement by, or the negligence, fraud or wilful misconduct of, any of the Manager Indemnified Parties.
- 13.3 In no event shall a party be liable for any consequential damages or lost profits pursuant to the indemnification provisions contemplated by this Agreement, even if it has been advised of the possibility of such damages. No Losses shall be settled or compromised by a party in respect of the other party without the other party’s prior written consent. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

- 13.4 Notwithstanding any other provision of this Agreement, neither Manager nor its Affiliates shall be liable to Owner: (i) on account of any alleged errors of judgment made in good faith and exercising the degree of care normally associated with a competent manager in connection with the operation of the Home or the performance by Manager of its obligations hereunder; or (ii) for any loss or damage resulting from, incidental to or relating to the provision of services in respect of the Home, the personnel by Manager, including any exercise or refusal to exercise discretion, any mistake or error of judgement or any act or omission believed by Manager to be within the scope of authority conferred on it by this Agreement, unless such loss or damage resulted from the fraud, wilful default, intentional misconduct or negligence of Manager in performing its obligations hereunder.
- 13.5 Each party will maintain, at its own expense during the term of the Agreement, insurance coverage for comprehensive general liability insurance, insuring bodily injury (including death) and property damage, negligence, and errors and omissions liability insurance, each with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and Thirty Million Dollars (\$30,000,000) in the aggregate. Upon the request of a party, the other party shall produce the applicable certificate(s) of insurance demonstrating compliance with this provision of the Agreement. All policies are to be underwritten by an insurance company licensed to conduct business in the Province of Ontario. All insurance shall apply as primary and not as excess of any insurance available to the applicable party. All applicable deductibles under the above required insurance policies are at the sole expense of the party maintaining such insurance. Each party shall, within ten (10) days of signing the Agreement, and upon the placement, renewal, amendment, or extension of all or any part of any of the required insurance, and annually throughout the term of the Agreement, provide the other party with the relevant Certificate(s) of Insurance and, if required, a certified true copy of the policy(s) together with copies of any amending endorsements applicable to the Agreement. Each party agrees that its insurance, as contemplated by this Section 13.5, will not be cancelled, permitted to lapse or materially change unless the insurer for such party notifies the other party in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change.

ARTICLE 14– NOTICES

14.1 Notices

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing and shall be given by personal delivery or by telecopier or other electronic communication, addressed or sent as set out below, or to such other address or electronic communications number as may from time to time be the subject of a notice hereunder:

To the Owner at:

The Corporation of the City of Kawartha Lakes
26 Francis Street, PO Box 9000
Lindsay, Ontario
K9V 4R2

Attention: Rod Sutherland, Director, Human Services
Email: rsutherland@kawarthalakes.ca

To the Manager at:

Sienna Senior Living Inc.
302 Town Centre Blvd, Suite 300;
Markham, Ontario L3R 0E8

Attention: Joanne Dykeman
Email: Joanne.Dykeman@siennaliving.ca

Any notice, demand or request if personally delivered shall be deemed to have been given and received on the date of delivery and if sent by telecopier or other electronic communications with confirmation of transmission, will be deemed to have been given and received on the day of transmission, or if such day is not a Business Day or if the transmission is made after usual business hours, shall be deemed to have been given and received on the next immediately following Business Day.

ARTICLE 15- DISPUTE RESOLUTION

- 15.1 The parties agree that, during the performance of their respective obligations under this Agreement, each of them will make good faith efforts to resolve any disputes, controversies, questions or claims arising out of or relating to this Agreement (a “**Dispute**”) by non-binding mediation. If the matter has not been resolved within thirty (30) days of a party’s written request for non-binding mediation either party may initiate arbitration as provided for hereafter. Any Dispute shall be referred to and finally resolved by arbitration in accordance with the provisions of this Article 15.
- 15.2 Whenever any arbitration is permitted or required hereunder to resolve a Dispute between the parties, arbitration proceedings shall be commenced by a party desiring arbitration (the “**Initiating Party**”) giving notice to the other party (the “**Responding Party**”) specifying the matter to be arbitrated and requesting an arbitrator thereof. If the Initiating Party and the Responding Party are unable to agree upon an arbitrator within five (5) days after delivery of such notice, then either party shall be entitled to make application to the Court pursuant to the *Arbitration Act, 1991* (Ontario) as amended from time to time, for selection of the arbitrator, and the provisions of such Act shall govern such selection. In the event of the failure, refusal or inability of the arbitrator to act, or continue to act, a new arbitrator shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided. The arbitrator shall thereupon proceed to hear the submissions of the parties, and shall render a decision within thirty (30) days after his or her appointment. The decision of the arbitrator shall be final and binding upon the parties and not subject to appeal. The arbitrator shall have the authority to assess the costs of the arbitration against any one or more of the parties. If the arbitrator does not render a decision within the time limits aforesaid, any party to the arbitration may cancel the appointment of the arbitrator so appointed and initiate new arbitration proceedings pursuant hereto. The arbitrator shall have access to all books and records relating to the Home and the parties will co-operate with the arbitrator and provide all information reasonably requested by the arbitrator.
- 15.3 Mediation and arbitration will take place in the City of Kawartha Lakes, or the City of Toronto, within the Province of Ontario, as mutually agreed by the Owner and Manager, acting reasonably.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- 16.1 The Manager will receive direction from the Victoria Manor Committee of Management and senior staff of the Owner, as specifically identified to the Manager by the Owner, primarily the Director of Human Services acting on behalf of the Chief Administrative Officer. Provisions will be made by the Owner for regular meetings, reporting requirements, and ongoing communication with the Manager to ensure the Owner’s priorities and interests are followed, and accountability measures are in place. These accountability arrangements and requirements must be fluid and will be further developed during the Term hereof. The Manager will provide the information required by the Owner’s senior staff, the Committee of Management and Council to support their decision-making for the Home, and oversight of service levels and quality.
- 16.2 During the Term, the Home shall at all times be known and designated by the Name and accompanying phraseology, if any, as may from time to time be mutually approved by the Manager and the Owner, both acting reasonably.
- 16.3 Save as otherwise expressly set out in this Agreement, the Owner agrees that no provision of this Agreement (including the rights and remedies of the Owner for any default of the Manager), nor delivery of possession of the Home to the Owner upon the expiration of the Term shall confer upon the Owner or any transferee, assignee, or successor of the Owner, or any person, firm or owner claiming by or through the Owner, the right to use the Proprietary Property either alone or in conjunction with some other work or

words or any such trademark, logo or design in the use and operation of the Home by the Owner or any transferee, assignee or successor of the Owner, or any person, firm or owner claiming by or through the Owner. In the event of any breach of this covenant by the Owner, the Manager shall, unless specifically approved by the Manager, be entitled to damages or injunctive relief or to any other right or remedy at law or equity, and this provision shall survive the expiration or sooner termination of the Agreement.

- 16.4 All contracts for the Home entered into by the Manager in connection with the Manager's duties hereunder with any partner, officer, employee or Affiliate of the Manager or other person not at arm's length with the Manager shall require the Owner's prior written approval.
- 16.5 The headings preceding the text and articles hereof have been inserted for convenience of reference only and shall not be construed to effect the meaning, construction or effect of this Agreement.
- 16.6 It is acknowledged and agreed that this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to the subject matter hereof.
- 16.7 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the party.
- 16.8 If any event of Force Majeure occurs or is likely to occur, the party directly affected will notify the other party forthwith, and will use reasonable commercial efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its duties, covenants and obligations under this Agreement. Subject to the foregoing, neither party will be liable to another for any delay, interruption or failure in the performance of their respective duties, covenant or obligations under this Agreement if an event of Force Majeure occurs, and in such event the time period for the performance or completion of any such obligation will be automatically extended for the duration of the event of Force Majeure.
- 16.9 The parties shall sign such further and other documents and agreements and do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 16.10 In this Agreement words imparting the singular number include the plural and vice versa and words imparting the masculine gender includes the feminine and neuter genders.
- 16.11 This Agreement may not be modified or amended except with the written consent of the parties.
- 16.12 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.
- 16.13 This Agreement shall enure to the benefit of and be binding on all valid successors and permitted assigns.
- 16.14 If a court of competent jurisdiction should declare any section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.
- 16.15 This Agreement may be executed: (a) by facsimile or electronically; facsimile and electronic signatures shall be treated as originals for all purposes; and (b) in any number of counterparts, each of which will be

deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

- 16.16 Subject to the following provisions of this paragraph, the Manager will keep as confidential all information relating to the affairs of the Owner and the Home which comes into the possession of the Manager or its officers, servants or agents, by reason of this Agreement or the performance by the Manager of services under the terms of this Agreement, and to the extent that it is within its power to do so the Manager will ensure that its officers, servants and agents keep such information as confidential. The Manager shall not, either while this Agreement is in force or at any time thereafter, disclose or make accessible to any of its shareholders or to any other person, firm or corporation any information concerning the private internal affairs of the Owner other than for the purposes and for the benefit of the Owner or as required by law and the Manager shall not, either while this agreement is in force or thereafter, use any such information for its own benefit or the benefit of its shareholders or to the detriment or intended or probable detriment of the Owner. To the extent that it is within the power of the Manager to do so, the Manager will ensure that no such information is so disclosed or used by its officers, servants or agents, provided that nothing in this Section shall preclude disclosure of such information by the Manager in pleadings or in evidence in the course of any legal proceedings under circumstances whereby the Manager is obliged to disclose such information or as may be required by law or to any governmental authority having jurisdiction over the Owner or the Manager and being entitled in law to receive such information or the disclosure of such information which has become public at the time of disclosure through no fault of the Manager or its officers, servants or agents.
- 16.17 The Manager and Owner agree as follows:
- (a) Any change in who has a controlling interest in the Manager under the Agreement shall be deemed to be a material amendment to the Agreement that requires the Director's approval under S. 110(6) of the Act;
 - (b) Upon termination or expiry of this Agreement or in the event of expiry of the Director's approval, the parties agree to effect an orderly transition of the management of the Home from the Manager to the Owner or another manager;
 - (c) The Manager shall operate the Home in accordance with the requirements under the Act;
 - (d) The Manager shall keep the Owner adequately informed about the operation of the home, including promptly giving the Owner any document served on or notice given to the Owner by being delivered to the Home;
 - (e) The Manager acknowledges that funding under the Act will be paid to the Owner, not to the Manager directly;
 - (f) The Manager acknowledges that the Director must approve this Agreement, and any material amendments to the Agreement, before it can become binding between the parties (pursuant to subsections 110 (4) & 110 (6) of the Act); and
 - (g) The Manager acknowledges that the Director's approval of the Agreement can be withheld, or withdrawn under subsection 110 (5) of the Act at any time without liability to any party hereunder.
- 16.18 The Manager shall maintain a current account with the WSIB and shall provide the Owner with a current valid WSIB Clearance Certificate in confirmation thereof. If the Manager is an independent operator, a letter from WSIB stating their Independent Operator status shall be supplied in lieu of a WSIB Certificate.
- 16.19 The Manager acknowledges that the personal information, personal health information, and other information, to which legislative exemptions from disclosure apply or may apply, and to which it has access in respect of the operation of the Home is confidential and that it will take all necessary and reasonable precautions to ensure that it is treated as such by the Home Employees and the Manager's

employees and agents. In this respect, the Manager shall comply with the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, all other applicable privacy legislation, and the provisions in Schedule B. the Manager shall not use, and shall ensure that its employees and agents do not use, such information for any reason other than meeting its obligations under this Agreement. The Manager shall be responsible for any breach of the terms of this section by its employees and agents. In addition, during the course of this Agreement, the Manager may have access to other confidential information made available by the Owner which is either marked “confidential”, “proprietary” or words of like effect or which the Manager should reasonably understand to constitute confidential information of the Owner. The Manager agrees to use confidential information made available to it by the Owner solely for purposes contemplated by this Agreement and shall maintain the confidentiality of such information. The terms of this section shall survive the expiry or termination of this Agreement for any reason.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

By: _____
Andy Letham, Mayor

By: _____
Judy Currins, Clerk

We have the authority to bind the corporation pursuant to
Council Resolution _____

**THE ROYALE DEVELOPMENT GP
CORPORATION as a general partner of THE
ROYALE DEVELOPMENT LP**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

I/We have the authority to bind the corporation

SCHEDULE “A”

STATEMENT OF WORK

See attached.

SCHEDULE "B"

Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Leadership		Manager to ensure that all Victoria Manor contractors (e.g., footcare, haircare, etc.) and Administrator follow and adhere to approved policies. Manager to provide local level contracts. Manager to ensure that all Victoria Manor employees follow and adhere to approved policies.	Jointly identify high risk policies (such as financial, quality risk and privacy policies) in both Victoria Manor and Sienna and either develop a cross-walk between both sets of policies or develop site-specific policies.
People			
Occupational Health and Safety			
Maintenance			
Emergency Management			
Business / Operations			
Resident Care			
Nursing Administration			
Infection Control			
Leisure and Well Being			
Dietary			
Housekeeping & Laundry			
Quality and Risk Management			
Operating Budget	Provide input and comments to the annual operating budget. Review and approve the annual operating budget at the Committee of Management and City Council.	Provide the Owner with an annual operating budget, for a 12 month period January 1 to December 31, which outlines revenues and expenses by month during the budget period in reasonable detail.	
Capital Budget (as negotiated)	Administrator to work in collaboration with the City Council and Committee of Management to approve capital budget for the year.	Prepare a capital budget showing expenditures required for Capital Improvements and Equipment (other than operating supplies) for a 12 month period January 1 to December 31.	
Monthly Income Statement / GL Report / Balance Sheet / Variance Reports	Victoria Manor to provide Manager with information needed to complete the monthly financial report.	Manager to provide monthly financial report to Victoria Manor management team, including an income statement with summary variance explanations and balance sheet. Manager to prepare financial statements on a monthly basis, in collaboration with the City of Kawartha Lakes.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Monthly Operations Report	n/a	Develop a Operations Report to the Committee of Management on a monthly basis with a status on the quality indicators (such as satisfaction surveys, incident reports, admissions, etc.), as required.	
Monthly Accounts Receivable Trial Balance Report	Review monthly accounts receivable trial balance report and follow up with overdue accounts. Prepare collection letters as per policy.	Prepare and post trial monthly. Manager books monthly allowance for bad debts.	
Resident Billing	Enter all the deposits, payments, NSF, auxillary charges in PCC and print monthly bills and upload of EFT files to the bank. Enter the refunds into PCC before check requisition sent to manager. To prepare and submit rate reductions.	Finalize the billing, month and journal entry for revenues and deposits. Ensure new rates are entered on an annual / as needed basis. Reconcile month end	
Hiring Employees	Number and roles of employees established and modified through amendments to the Organizational Chart, subject to CAO/ Council approval	Hiring process for all positions approved in the Organizational Chart	
Performance Management of all Employees		The Manager shall manage all staff of Victoria Manor on behalf of the Owner, including ensuring compliance with all policies and procedures of the Owner. Performance Management shall include the Manager establishing and maintaining a performance management policy system that supports professional development, the identification of sub-standard performance, performance improvement and employee recognition.	
Educational training for Employees		The Manager shall ensure that all staff have access to, and receive, all legislated or Ministry of Health and Long Term Care required training and education and have access to educational and development opportunities.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Payroll for Employees		Prepare and submit to the City on a biweekly basis. The Manager will provide all payroll functions for employees of Victoria Manor in compliance with the Owner's payroll requirements, including the payment of employees of the Facility and the withholding remittance of payroll deductions.	
Subsidy Calculation Worksheet	n/a	Prepare and submit to MOH on an annual basis.	
Trust account reconciliation		Reconcile trust accounts on a monthly basis.	
MOH Annual Revenue Reconciliation report	n/a	Prepare and submit the MOH ARR report	
MOH Occupancy Report	n/a	Prepare and submit to MOH on an annual basis.	
Committee of Management and City Council Meetings	n/a	Provide a briefing note to summarize performance, high risk issue investigations at a high level, occupancy numbers, percentage of employees receiving identified education and attend meetings etc. (on an ad hoc basis).	
Annual Victoria Manor Operating Plan	n/a	n/a	Jointly develop the Victoria Manor operating plan with the Administrator and team members.
MIS Trial Balance		Prepare the semi-annual (October 31 and May 31) MIS trial balance	
French Language Reports (if applicable)	n/a	n/a	Owner and Administrator to prepare as needed, in conjunction with the LSAA.
Staffing Reports		Victoria Manor to prepare and submit annually to MOHLTC.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
MOH Reconciliations (ARR) reports/support		Prepare the annual ARR report. Assist with responses to MOHLTC questions as needed.	
LAPS	Obtain Board approval and submit	Prepare LAPS report on an annual basis	
LSAA	Obtain Board approval and submit	Prepare LSAA report on an annual basis	
HQO QIP	Obtain Board approval and submit	Prepare HQO QIP report on an annual basis	
LSAA	Apply for and maintain licence as needed	Provide support, as needed	
MOH	Apply for and maintain licence as needed	Provide support, as needed	
Liquor	Apply for and maintain licence as needed	Provide support, as needed	
Other Licence	Apply for and maintain licence as needed	Provide support, as needed	
Electrical Permits	Apply for and maintain licence as needed	Provide support, as needed	
Renovation Permits	Apply for and maintain licence as needed	Provide support, as needed	
Other Permits	Apply for and maintain licence as needed	Provide support, as needed	
Administrator	The Owner has the right to approve the appointment of the Administrator. The Administrator will receive direction from the Victoria Manor Committee of Management and senior staff of the Owner, primarily the Director of Human Services acting on behalf of the Chief Administrative Officer. Provisions will be made for regular meetings, reporting requirements, and ongoing communication with the Manager to ensure Owner's priorities and interests are followed, and accountability measures are in place.	Hire and manage Administrator of Victoria Manor.	
VP Operations	n/a	Appoint a VP Operations to oversee management agreement.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Clinical Partners	n/a	As per management agreement.	
Informatics Partners	n/a	As per management agreement.	
Financial Partners	n/a	As per management agreement.	
Leisure and Well Being Partners	n/a	As per management agreement.	
Dietary and Menu Planning	n/a	As per management agreement.	
Building Services	n/a	As per management agreement.	
Human Resources		The Manager has the authority to manage all staff within Victoria Manor. The Manager shall be responsible for all Payroll functions for Victoria Manor including the payment of all salaries, wages and fringe benefits in the manner and timing required by the Owner.	The Owner may provide advice and guidance on Human Resources functions to support the operations of the Facility and to protect the Owner's interests, including, but not limited to: consultation and attendance at rights (grievance) arbitrations; participation as a committee member at collective bargaining and any resulting interest arbitrations; review and advice relating to Benefit plans; monitoring accuracy of benefit plan enrolment and correcting errors (regular errors meaning more than occasional but less than frequent); annual reconciliation of OMERS pension for Victoria Manor employees (auditing, enquiring and correcting multiple OMERS administration errors); ongoing advice on CUPE 855 Collective Agreement and any interactions necessary between 855 and Victoria Manor management; leadership role on Pay Equity processes, plan completion; guidance on particularly difficult employee situations, ie WSIB or accommodations that may have an impact on the City; and administration of positions within the City policies, ie: rating of VM positions using the non-union processes.
Infection Control Partner		As per management agreement.	
Environmental (Housekeeping and Laundry) Partners		As per management agreement.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Procurement Partners and Purchasing Power (as negotiated)		Sienna and employees of the Owner will follow the Owner's procurement policies and procedures. Including purchasing power.	
IT Support	Maintain all systems.	Maintain Yardi, PCC, Maintenance Care	
Access to Subject Matter Experts with Agreed Upon Terms (at Cost of Owner)			
Resident and Staff Satisfaction Surveys		Manager to provide all support required to facilitate surveys	
Accreditation Support			Jointly prepare for submissions and visits.
eLearning		Included.	
PCC		Included.	
Activity Pro		Included.	
Maintenance Care		included.	
Yardi		Included.	
UltiPro	N/A		
Synergy on Demand		Included.	

Appendix C: Municipal Long Term Care Home Tax Support Comparison

Municipal Tax Support for Municipal Long-Term Care Homes: 2016 Operating Budgets						
Municipality	No. of Homes	No. of Beds	Municipal Tax Support	Tax support as % of total Expenses	Tax Support Per Bed	Ranked Tax Support Per Bed
York Region	2	232	10,939,000	37.3%	47,151	1
Durham Region	4	847	39,661,000	39.6%	46,825	2
United Counties of Prescott and Russell	1	146	6,772,300	40.5%	46,386	3
Peel Region	5	703	32,405,000	36.4%	46,095	4
County of Northumberland	1	151	5,041,715	35.6%	33,389	5
Wellington County	1	176	5,852,800	32.3%	33,255	6
City of Windsor	1	224	7,012,897	31.1%	31,308	7
Halton Region	3	572	17,582,600	28.2%	30,739	8
City of Kingston (Rideaucrest costs only)	1	170	5,225,323	N/A	30,737	9
Hamilton	2	430	12,313,980	28.3%	28,637	10
Oxford County	3	228	5,817,914	25.9%	25,517	11
Essex County	1	206	4,851,360	21.6%	23,550	12
Waterloo Region	1	263	6,161,000	20.0%	23,426	13
County of Frontenac (shared with Kingston)	1	128	2,711,002	22.7%	21,180	14
Elgin County	3	247	5,040,324	21.9%	20,406	15
London	1	243	4,915,466	22.5%	20,228	16
Dufferin County	1	160	3,051,230	17.9%	19,070	17
Huron County	2	184	3,359,400	19.6%	18,258	18
City of Ottawa	4	711	12,699,000	20.3%	17,861	19
Toronto	10	2,641	47,263,000	18.7%	17,896	20
Norfolk County	1	179	3,072,400	19.3%	17,164	21
United Counties of Leeds and Grenville	2	284	4,073,709	N/A	14,344	22
Lambton County	3	339	4,439,537	15.3%	13,096	23
County of Lanark	1	163	2,042,303	14.6%	12,529	24
Middlesex County	1	160	1,941,178	14.5%	12,132	25
Grey County	3	316	3,708,613	13.9%	11,736	26
Bruce County	2	244	2,656,238	13.5%	10,886	27
Renfrew County	2	346	3,763,823	12.9%	10,878	28
Chatham-Kent	1	320	3,259,327	13.3%	10,185	29
County of Prince Edward	1	84	820,966	13.4%	9,773	30
County of Lennox and Addington	1	168	1,599,700	12.0%	9,522	31
Haldimand County	1	128	1,153,820	11.5%	9,014	32
Brantford / Brant County	1	156	1,319,254	N/A	8,457	33
District of Muskoka	1	160	1,250,034	10.1%	7,813	34
Cornwall and United Counties of Stormont Dundas and Glengarry	1	132	1,017,424	8.5%	7,708	35
Niagara Region	8	1,027	5,599,018	N/A	5,452	36
Simcoe County	4	539	2,802,000	5.5%	5,199	37
County and City of Peterborough	1	256	940,030	N/A	3,672	38
County of Hastings	2	363	1,038,595	3.9%	2,861	39
City of Kawartha Lakes	1	166	358,741	3.1%	2,161	40
Totals and average cost per bed	86	14,192	285,533,021		20,119	
Note: Support for capital and long-term debt servicing is excluded to the extent that this was possible given the level of information available in budget documents.						

The Corporation of the City of Kawartha Lakes

Council Report

Report Number HS2017-008

Date: November 28, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Subject: Kawartha Lakes Health Care Initiative Reserve Request

Author Name and Title: Rod Sutherland, Director of Human Services

Recommendation(s):

RESOLVED THAT Report HS2017-008, **Kawartha Lakes Health Care Initiative Reserve Request**, be received; and

THAT payment of up to \$23,500 to the Kawartha Lakes Health Care Initiative (KLHCI) be authorized from the Doctor Recruitment Reserve to support a Physician Return of Service Agreement executed by KLHCI.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

The City maintains a Doctor Recruitment Reserve which it uses to provide funding to the Kawartha Lakes Health Care Initiative (KLHCI) to support the cost of Return of Service agreements with newly recruited physicians. The reserve has a current available balance of \$108,000.

Rationale:

On November 14, 2017 the KLHCI submitted a request for funds from the Doctor Recruitment Reserve in the amount of \$23,500 (Attachment A) as a result of a successful physician recruitment. All funding to the physician is provided as a loan, forgivable upon meeting the return of service requirements of the agreement.

Other Alternatives Considered:

The Doctor Recruitment Reserve was established for the specific purpose of supporting return of service agreements with recruited physicians. No other options were considered in relation to this request.

Financial/Operation Impacts:

The funding will be provided through the existing reserve fund. There is no impact on the 2017 Operating Budget. The allocation of funds to replenish the reserve will be included in the 2018 Operating Budget request.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendation relates to City's Strategic Goal of An Exceptional Quality of Life.

Consultations:

Kawartha Lakes Health Care Initiative

Attachments:

Attachment A: Reserve Funding Request letter from KLHCI



Request for
Incentive Funds - Nov

Department Head E-Mail: rsutherland@kawarthalakes.ca

Department Head: Rod Sutherland

Attachment A: KLHCI Reserve Request

Kawartha Lakes Family Doctor Recruitment



DATE: November 14, 2017

MEMO TO: Mr. R. Sutherland, Director, Social Services
City of Kawartha Lakes

FROM: Cindy Snider, Recruitment & Retention Coordinator

RE: Release of Incentive Funds from Doctor
Recruitment Reserve

Dear Mr. Sutherland,

This memo is to request the advancement of funds from the City of Kawartha Lakes doctor recruitment reserve in respect to KLHCI's most recent recruitment, Dr. A. Jacob. KLHCI respectfully requests \$23,500 from the CKL incentive reserve.

Dr. Jacob began her practice with the Kawartha North Family Health Team in Fenelon Falls on October 16, 2017.

Thank you in advance for assisting with the transfer of these funds to KLHCI. If you have any questions please let me know. Your continued support of our recruitment efforts is greatly appreciated.

Cindy Snider

Kawartha Lakes Health Care Initiative
P.O. Box 533, Lindsay, Ontario K9V 4S5
(705) 328-6098/(705) 328-6092 (fax)
info@kawarthalakesdoctors.org

The Corporation of the City of Kawartha Lakes

Council Report

Report Number CAO2017-008

Date: November 28, 2017

Time: 2:00 p.m.

Place: Council Chambers

Ward Community Identifier: All

Subject: Council Remuneration (2018-2022)

Author Name and Title: Ron Taylor, Chief Administrative Officer

Recommendation(s):

RESOLVED THAT Report CAO2017-008, **Council Remuneration (2018-2022)**, be received;

THAT Council salaries be established as outlined in Option ____ in Report CAO2017-008 effective the next term of Council (2018-2022);

THAT a Deputy Mayor position be established effective the next term of Council (2018-2022) and appointed by Council for a ____ year term with additional annual compensation of \$2500;

THAT all Council members are eligible for mileage reimbursement for any City business both within and outside of the City of Kawartha Lakes at the rate set by Council through policy; and

THAT the necessary by-laws be forwarded to Council for adoption.

Department Head:_____

Financial/Legal/HR/Other:_____

Chief Administrative Officer:_____

Background:

At the Council Meeting of March 21st, 2017 Council adopted the following resolution:

CR2017-242

Moved By Councillor Elmslie

Seconded By Councillor Veale

RESOLVED THAT an Eight (8) ward structure for the City of Kawartha Lakes, be adopted.

This decision followed a previous Council decision to reduce the total number of Councillors from sixteen (16) to eight (8) effective the next term of Council. With the adoption of a new Council structure and Ward composition, the need for a new remuneration structure for the Mayor and Councillors is needed.

This matter was discussed at the October and November, 2017 Executive Committee meetings. The following recommendation was made:

Moved By Councillor Dunn

Seconded By Councillor Veale

RESOLVED THAT the current draft report on Council Compensation be amended to include the following options for consideration:

- information about per diems for meetings;
- option of including a \$5,000 increase to the current proposed base;
- option of including a \$10,000 increase to the current proposed base.

AND that the draft report including the options above, be forwarded to Council for consideration.

Rationale:

City Council members serve as public representatives, policy-makers and community stewards. Many of these responsibilities are defined in provincial legislation. Council members are also expected to ensure that the City's financial and administrative resources operate efficiently and effectively.

In delivering this public service, Council members must attend meetings, serve on Boards and Committees, engage and be responsive to local constituents, and advocate for the City's best interests.

It is appropriate to compensate fairly for the services executed by Council members.

Current Remuneration

City Staff has reviewed our current structure and remuneration paid in comparative municipalities. Currently Mayor and Council remuneration are governed by the Consolidated By-Law 2007-036 which has been amended various times and is provided in Appendix A to this Report.

The current remuneration as of January 1, 2017 for one Mayor and 16 Councillors is as follows:

Type of Remuneration	Mayor	Councillor
Salary – 2017 level	\$73,728	\$26,632
Car Allowance	\$600/month	\$300/month
Mileage	Eligible for travel outside of municipality	Eligible for travel outside of ward boundary
Conference, Training, meeting expenses	Up to \$10,000/annum	Up to \$5,000/annum

The total remuneration of Council in 2016 was \$570,888 for salary, car allowance and benefits (includes CPP, EHT and OMERS) and \$73,588 for expenses which would include internet, training, mileage, cell phones and office expenses.

Councillors are currently appointed as the Deputy Mayor on a rotating basis for a three-month consecutive term, and compensated an additional \$200/month to fulfill these duties.

In 2017 the total budget for Council salary, car allowance and benefits is \$633,446 and \$91,500 for expenses.

Comparators

Information has been gathered from other comparative municipalities and is provided in Appendix B to this Report. The City of Kawartha Lakes is a single-tier municipality, covering an extensive geographic area, with both urban and rural constituents. It is extremely difficult to provide accurate municipal comparisons as the 444 municipalities in Ontario vary greatly in population, size, structure, and local service provision.

The Association of Municipalities of Ontario (AMO) is completing an extensive Council remuneration survey. At the time of writing this report, that study and review was not completed.

Per Diems

Some municipalities structure compensation for Council members to include a “per diem” payment in addition to a base salary for attendance at certain meetings and functions. These per diems vary but generally range from \$75 to \$250 (for half day vs full day commitments).

This compensation structure can be effective in two-tier municipal structures and in upper tier structures where Council members are representing lower tier interests. Per diems may also be appropriate to compensate for regular attendance to meetings and functions not expected and accounted for in a member’s base salary.

Per diem compensation is not recommended in the City of Kawartha Lakes. However, as all CKL Council members have equal service expectations (including meeting, committee and function attendance), compensation for these services are best included in the base salary established for all Council members.

Peer Review

Max Radiff, former Mayor and Councillor of the Town of Lindsay, was asked to provide comment and recommendations on the new remuneration structure. His report is provided as Appendix C to this Report.

As stated in Mr. Radiff’s analysis, there are currently 102 committee positions that span over 52 committees and are covered by 16 Councillors. Mr. Radiff points out that this will have to change given that the number of Councillors is cut in half.

Staff agrees with Mr. Radiff that the committee structure needs to be examined with the goal to bring down the number of committees requiring Council representation. This committee review will be completed before end of Q2 2018.

Currently a “Deputy Mayor” is appointed for a three month consecutive term and that appointee is paid an extra \$200 per month. “It is perhaps time to establish the formal position of Deputy Mayor...”, as stated in Mr. Radiff’s report, “to assist the Mayor and Council in meeting the demands for attendance at a variety of functions and/or meetings. The Deputy Mayor should be an annual office held by a sitting Councillor and should be elected at the end of the year prior to the annual term beginning.”

Staff agrees and recommends that a Deputy Mayor position be established effective the next term of Council (2018-2022) and appointed by Council for a one or two-year term with additional annual compensation of \$2,500. This recommended compensation is appropriate given anticipated additional duties and functions the Deputy Mayor would perform.

Mileage

Currently, the Mayor is eligible for mileage reimbursement for City business conducted outside of the boundaries of the City, and is paid a transportation allowance of \$600 per month for business conducted within the City.

Currently, Councillors are eligible for mileage reimbursement for City business conducted outside of their Ward boundaries, and are paid a transportation allowance of \$300 per month for business conducted within the Ward.

With increased and varying Ward sizes, additional constituent work, and likely additional out-of-Ward activities, it is recommended that the existing transportation allowances be eliminated and instead form part of the base salary of Council members to compensate for this change in workload.

Additionally, mileage should be paid for all travel to conduct City business (both inside and outside of the Ward and City) at \$0.50 cents per km. This would increase the overall annual mileage costs, but directly compensates for required travel to conduct City business.

It is recommended that all Council members be eligible for mileage reimbursement for any City business both within and outside of the City of Kawartha Lakes at the rate set by Council through policy.

Base Salary Options

Option 1

Mayor Annual Salary – combine the Mayor's current salary of \$73,728 plus 1% increase for 2018 plus \$7,200 (annual car allowance equivalency) plus CPI (estimated at 1.4%) = Total 2019 base salary of \$82,808.

Councillor Annual Salary – combine the Councillor current salary of \$26,632 plus 1% increase for 2018 plus \$3,600 (annual car allowance equivalency) plus CPI (estimated at 1.4%) = Total 2019 Salary of \$30,925.

The Mayor and Councillor's salary, during the next term of Council and going forward, should be increased by the Consumer Price Index (CPI) each year. Council decided in the 2014-2018 term that their increases would follow the non-union salary increase in the City but this figure should equate to the CPI in the future to reflect increasing costs in the marketplace.

Option 1 Summary

Type of Remuneration	2022	2021	2020	2019	Prior to 2018 election
Mayor Salary	\$86,336	\$85,144	\$83,968	\$82,809	\$74,465
Deputy Mayor Salary	\$34,849	\$34,368	\$33,893	\$33,425	\$600/ Council term
Councillor Salary	\$32,242	\$31,797	\$31,358	\$30,925	\$26,898
Total Salary & Benefits(20%) per annum	\$416,255	\$410,509	\$404,841	\$399,251	\$605,800
Cost per resident	\$5.46/res	\$5.44/res	\$5.42/res	\$5.40/res	\$8.19/res
Car Allowance-Mayor	-	-	-	-	\$7,200
Car Allowance-Councillor	-	-	-	-	\$3,600

The net savings in 2019 over the 2018 level of the overall Mayor and Councillor's Salary and Benefits for this option is \$206,549. The decrease to cost per resident is \$2.79/resident.

Option 2

Mayor Annual Salary – combine the Mayor's current salary of \$73,728 plus 1% increase for 2018 plus \$7,200 (annual car allowance equivalency) plus CPI (1.4%)= Total 2019 base salary of \$82,809.

Councillor Annual Salary – combine the Councillor current salary of \$26,632 plus 1% increase for 2018 plus \$3,600 (annual car allowance equivalency) plus \$5000 plus CPI (estimated at 1.4%) = Total 2019 Salary - \$35,995.

The Mayor and Councillor's salary, during the next term of Council and going forward, should be increased by the Consumer Price Index (CPI) each year. Council decided in the 2014-2018 term that their increases would follow the non-union salary increase in the City but this figure should equate to the CPI in the future to reflect increasing costs in the marketplace.

Option 2 Summary (+\$5,000 to Councillor base salary)

Type of Remuneration	2022	2021	2020	2019	Prior to 2018 election
Mayor Salary	\$86,336	\$85,144	\$83,968	\$82,809	\$74,465
Deputy Mayor Salary	\$40,134	\$39,580	\$39,034	\$38,495	\$600/ Council term
Councillor Salary	\$37,528	\$37,010	\$36,499	\$35,995	\$26,898
Total Salary & Benefits(20%) per annum	\$466,999	\$460,553	\$454,194	\$447,925	\$605,800
Cost per resident	\$6.13/res	\$6.10/res	\$6.08/res	\$6.05/res	\$8.19/res
Car Allowance-Mayor	-	-	-	-	\$7,200
Car Allowance-Councillor	-	-	-	-	\$3,600

The net savings in 2019 over the 2018 level of the overall Mayor and Councillor's Salary and Benefits for this option is \$157,875. The decrease to cost per resident is \$2.14/resident.

Option 3

Mayor Annual Salary – combine the Mayor's current salary of \$73,728 plus 1% increase for 2018 plus \$7,200 (annual car allowance equivalency) plus CPI(1.4%) = Total 2019 base salary of \$82,809.

Councillor Annual Salary – combine the Councillor current salary of \$26,632 plus 1% increase for 2018 plus \$3,600 (annual car allowance equivalency) plus \$10000 plus CPI (estimated at 1.4%) = Total 2019 Salary of \$41,065.

The Mayor and Councillor's salary, during the next term of Council and going forward, should be increased by the Consumer Price Index (CPI) each year. Council decided in the 2014-2018 term that their increases would follow the non-union salary increase in the City but this figure should equate to the CPI in the future to reflect increasing costs in the marketplace.

Option 3 Summary (+\$10,000 to Councillor base salary)

Type of Remuneration	2022	2021	2020	2019	Prior to 2018 election
Mayor Salary	\$86,336	\$85,144	\$83,968	\$82,809	\$74,465
Deputy Mayor Salary	\$45,420	\$44,793	\$44,175	\$43,565	\$600/ Council term
Councillor Salary	\$42,814	\$42,223	\$41,640	\$41,065	\$26,898
Total Salary & Benefits(20%) per annum	\$517,745	\$510,598	\$503,548	\$496,597	\$605,800
Cost per resident	\$6.79/res	\$6.76/res	\$6.74/res	\$6.71/res	\$8.19/res
Car Allowance-Mayor	-	-	-	-	\$7,200
Car Allowance-Councilor	-	-	-	-	\$3,600

The net savings in 2019 over the 2018 level of the overall Mayor and Councillor's Salary and Benefits for this option is \$109,203. The decrease to cost per resident is \$1.48/resident.

Other Alternatives Considered:

Council could decide to increase the salaries further for the Mayor and Councilors but this could put both positions over the average for other municipalities in the area.

Council could choose to keep the car allowance in addition to increasing the salary but it is more acceptable to have mileage based on a per kilometer basis rather than an arbitrary allowance.

Financial/Operation Impacts:

The following is a summary of the approximate savings of each option:

Option	Savings in 2019 over 2018 (Salary and Benefits)	2019 Cost per Resident (1 Mayor & 8 Councillors)	2018 CKL Cost per Resident (1 Mayor & 16 Councillors)	Average Municipal Cost per Resident 2017 (Appendix B)
Option 1	\$206,549	\$5.40/resident	\$8.19/resident	\$9.04/resident
Option 2	\$157,875	\$6.05/resident	\$8.19/resident	\$9.04/resident
Option 3	\$109,203	\$6.71/resident	\$8.19/resident	\$9.04/resident

Currently one-third of Council member salary is exempt from federal income tax. The federal government is considering elimination of this exemption effective 2019. This exemption has not been considered in any of the remuneration analysis contained in this report.

Relationship of Recommendation(s) To The 2016-2019 Strategic Plan:

The recommendations in this Report align directly with Council's objective to deliver fiscally responsible service.

Consultations:

Executive Committee
City Treasurer
Executive Assistant, Mayor & Council
Various Comparative Municipalities
Max Radiff, Citizen and former Mayor/Councillor, Town of Lindsay

Attachments:

Appendix A – By-Law 2007-036 – A By-Law to set the remuneration level to be paid to the Municipal Council



Council
Remuneration - Attac

Appendix B – Municipal Comparators



CAO2017-008
Municipal Comparator

Appendix C: Max Radiff Report



Radiff - Council
Remuneration.doc

Department Head E-Mail: rtaylor@kawarthalakes.ca

Department Head: Ron Taylor

The Corporation of the City of Kawartha Lakes

Office Consolidation of By-Law 2007-036

Consolidated on July 22, 2008

Passed by Council on February 13, 2007

Amendments:

1) By-law 2007-312	December 11, 2007	Article 3.01 Article 3.04
2) By-law 2008-047	April 29, 2008	Article 3.01
3) By-law 2008-115	July 15, 2008	Article 2.01 Article 2.04

Note: This consolidation is prepared for convenience only. For accurate reference the original by-laws should be reviewed.

The Corporation of the City of Kawartha Lakes

By-Law 2007-036

**A By-Law to Set the Remuneration Level to be Paid to the
Municipal Council**

Recitals

1. The Municipal Act, 2001 requires the passage of by-laws when dealing with Council remuneration.
2. Council, at the September 26, 2006 Council meeting, approved of no increase to Council remuneration.
3. This by-law is therefore required to implement Council's decisions under the legislation.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2007-036.

Article 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes.

“Council” or “City Council” means the municipal council for the City.

“Member of Council” means an individual, other than the Mayor, elected as part of the Council.

“Mayor” means the individual elected to hold the position of head of Council (as contemplated by the Municipal Act).

“Treasurer” means the person within the administration of the City which fulfils the function of the City Treasurer as required by the Municipal Act.

1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes**: References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.
- 1.04 **Severability**: If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Article 2.00: Remuneration of the Mayor

- 2.01 **Salary**: The Mayor shall be paid a salary of sixty-six thousand, five hundred and four (\$66,504.00) dollars for the year 2008. On January 1st of each year commencing on January 1, 2009, the annual salary shall be increased in accordance with the National Consumer Pricing Index for the prior year.
(2008-115, effective Jan. 1/08)
- 2.02 **Other Stipends Received**: The salary set out in Section 2.01 of this By-law is total compensation for all duties required to be fulfilled by the Mayor. Should the Mayor receive any additional payment from any other municipal sources (including: boards, commissions or special purpose bodies), he/she shall be entitled to receive such compensation at his/her sole discretion.
- 2.03 **Benefits & Pension**: The Mayor may purchase, at his/her sole option, health and other benefits to which he/she may be eligible and to which staff may be entitled (ie. Fitness) through the City. Participation in the Ontario Municipal Employees Retirement program may be a requirement subject to current legislation.
- 2.04 **Transportation Allowance**: The Mayor shall receive, in addition to the salary set out in Section 2.01, a transportation allowance in the amount of six hundred (\$600.00) dollars per month. The intent of this allowance is to reimburse the Mayor for transportation expenses involving transportation within Kawartha Lakes. (2008-115, effective Jan. 1/08)
- 2.05 **Mileage**: The Mayor shall receive no additional compensation for mileage for business travel within Kawartha Lakes. However, in the event that the Mayor incurs mileage costs while on municipal business outside the limits of Kawartha Lakes, he/she shall receive reimbursement for those mileage expenses at a rate set by Council through policy.
- 2.06 **Expenses**: The Mayor shall be reimbursed for actual, out-of-pocket expenses as defined through the City's Council Expense Policy. The Mayor shall also be provided with an upset limit of \$10,000 per annum for Conference, Training and Meeting expenses including partner's programs subject to budget approval.

Article 3.00: Remuneration of the other Members of Council

- 3.01 **Salary**: Members of Council shall be paid a salary of twenty-three thousand, two hundred and forty (\$23,240.00) dollars per annum to the end of the term of Council. On January 1st of each year, the annual salary shall be increased in accordance with the National Consumer Pricing Index for the prior year.
(2007-312, effective December 1, 2007)
(2008-047, effective April 29, 2008)
- 3.02 **Other Stipends Received**: The salary set out in Section 3.01 of this By-law is total compensation for all duties required to be fulfilled by the Members of Council. Should any Member of Council receive any additional payment from any other municipal sources (including: boards, commissions or special purpose bodies), he or she shall be entitled to receive such compensation at her sole discretion.

- 3.03 **Benefits & Pension**: The Members of Council may each purchase, at his or her sole option, health and other benefits to which he or she may be eligible for and to which staff may be entitled through the City. Participation in the Ontario Municipal Employees Retirement program may be a requirement subject to current legislation.
- 3.04 **Transportation Allowance**: Members of Council shall receive, in addition to the salary set out in Section 3.01, a transportation allowance in the amount of three hundred (\$300.00) dollars per month. The intent of this allowance is to reimburse each Member of Council for transportation expenses involving transportation within his or her ward within Kawartha Lakes.
- (2007-312, effective December 1, 2007)
- 3.05 **Mileage**: In the event that any Member of Council incurs mileage costs while on municipal business outside the limits of his or her own respective wards within the Kawartha Lakes, he or she shall receive reimbursement for those mileage expenses. Members of Council shall also receive additional compensation for mileage for attendance at meetings within their own respective wards within Kawartha Lakes, upon approval by the Mayor. The mileage may be included on the Councillor's mileage and expense report, however, the Mayor may choose, after discussions with the respective member, not to approve same. The rate for mileage expenses shall be set by Council through City Policy.
- 3.06 **Expenses**: Each Member of Council shall be reimbursed for actual, out-of-pocket expenses as defined through the City's Council Expense Policy. Each Member of Council shall also be provided with an upset limit of \$5,000 per annum for Conference, Training and Meeting expenses including partner's programs, subject to budget approval.

Article 4.00: Special Provision in Acknowledgement of Legislative Change

- 4.01 **Continuation**: Notwithstanding the repeal of Section 255 of the Municipal Act by the Municipal Act, 2001 (effective January 1, 2003), Council confirms in By-Law 2007-036 and it's continuation, and in accordance with the provisions of the Municipal Act, 2001, that this By-law is to be interpreted as if Section 255 of the Municipal Act continued in full force and effect.

Article 5.00: Effective Date

- 5.01 **Effective Date**: This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 13th day of February, 2007.

Mayor

Clerk

Council Remuneration - Other Municipalities
CAO2017-008 - Attachment B

(Salaries adjusted to 2017 level)

NI- No Information

Type of Remuneration	City of Kawartha Lakes	City of Peterborough	Chatham-Kent	Clarington	City of Orillia	Cobourg	Port Hope	Prince Edward County	Norfolk County
Date of By-law	2008	2017	2017	2017	2017	2017	2014	2017	2017
Population	74,000	81,032	101,647	91,700	31,166	19,440	16,753	24,735	64,044
Mayor	1	1	1	1	1	1	1	1	1
Deputy-Mayor	-	-	-	-	-	1	1	-	-
Councillors	16	10	17	6	8	5	5	15	8
Mayor's Salary	\$ 73,728	\$ 67,703	\$ 90,473	\$ 88,619	\$ 81,780	\$ 33,270	\$ 50,301	\$ 38,539	\$ 66,400
Deputy Mayor Salary	additional \$200/month	\$ -	\$ -	\$ -	\$ -	\$ 20,309	\$ 24,196	\$ -	additional \$2,000
Councillor Salary	\$ 26,632	\$ 27,721	\$ 28,266	\$ 35,448	\$ 38,125	\$ 16,290	\$ 17,298	\$ 19,268	\$ 30,755
Total Salary and Benefit									
Cost per Annum	\$ 599,808	\$ 413,896	\$ 685,194	\$ 361,568	\$ 464,136	\$ 162,035	\$ 193,182	\$ 393,071	\$ 374,928
Cost per Resident	\$ 8.11	\$ 5.11	\$ 6.74	\$ 3.94	\$ 14.89	\$ 8.34	\$ 11.53	\$ 15.89	\$ 5.85
Increase in Salary	CPI per annum	Only provided at end of term - no increase throughout term	NI	NI	NI	NI	Lesser of Non-union increase and CPI	NI	Non-Union Increase
Additional Stipend	No	No	NI	NI	NI	NI	\$150/full day of meetings, \$75 per half day	NI	NI
Car Allowance	Mayor-\$600/month, Councillor - \$300/month	No	No		No	No	No	No	NI
Meal Allowance	Per receipt while on official duties	No	NI	NI	Yes	NI	\$75 per month-Ward 2 specific	NI	NI
Internet Allowance	No	600	NI	NI	NI	NI	No Information	NI	NI
Technology Provided	Cell phone, lap top/ipad	No	Lap top, cell phone and fax machines		No	NI	NI	NI	NI
Mileage	.50/km for Councilors outside ward, Mayor-no additional mileage other than car allowance	No Mileage provided	.49/km	Yes-no rate given	.50/km	No Information	same as Non-Union	.50/km	NI
Council Expenses	Mayor -\$10,000, Council \$5000 for training - other expenses as per Council Expense Allowed to purchase benefits, covered by OMERS	NI	One Conference	NI	NI	NI	NI	Councillors limited to 2 training sessions, Mayor unlimited	NI
Benefits		No	NI	NI	NI	NI	Mayor-no cost; Councilors - pay 1/3 of cost	NI	NI

Purpose

The purpose of this report is to recommend to the Mayor a fair remuneration package for the eight councillors of the newly restructured Council of the City of Kawartha Lakes.

Rational

The objective of a “salary” for an elected municipal official, unlike those at the provincial and federal levels, is to provide an honorarium to recognize the efforts made to fulfill the responsibilities that were assumed at the time of the election – it’s a way of saying “thank you”. A secondary objective is to reduce the drain on personal finances that public officials necessarily incur in the performance of their “jobs”.

Matters Considered in Making these Recommendations:

1. The current Salary and Allowances of the Councillors:

\$26,331.31 – salary of which 1/3 is tax deductible

\$3600 car allowance – a taxable benefit

\$5000 expense account

\$34,331.31 total remuneration currently available to a sitting Councillor

The total potential amount to be paid out each year with the current Council would have been **\$549,300.96**.

If the remuneration were to remain at its current level the potential payout for the newly structured Council would be **\$274,650.48**

2. Why People Run For Council

Considering the potential workload, the current status of politicians in the eyes of the electorate, and the costs of mounting an election campaign there is not much incentive in the remuneration package for an individual to run for Council – it’s definitely not for the money. Most elected officials feel that they can make a difference in the life of the community by sitting on Council and the innumerable committees that go with the job.

Some are more able to afford to serve because they have a job that will free them up to be a councillor or they have a pension or an independent source of income to provide for their daily needs. Those who do not fit into one of these two scenarios are not able, however, to serve and this fact is one of the drawbacks to our system of democracy.

One way to counteract this drawback would be to make the “job” of Councillor a full-time one and pay a full-time salary. This is not, however, an approach Council should take. Once the job pays well everyone looking for a job will be running for election. Remember there are no work experience qualifications required to run for Council so everyone who felt like they might like the pay could do so and many likely would. Electors are not famous for looking at a potential candidate as a qualified one – they base their votes more on personal considerations that have nothing to do with the job. That’s the way it is now so just think how chaotic it would be if you had a raft of candidates who were only in it for the money. Service as a motivating factor could well become a thing of the past.

3. The Nature of the Municipality

The City of Kawartha Lakes is geographically the second largest municipality in Ontario and it has a population of around 75,000. The low level of industrial and business development means that the revenue from taxes comes largely from realty assessment and, therefore, it is difficult to generate large amounts of additional revenue to meet the needs of a widely spread population without creating distress and upset with the entire electorate. High salaries for municipal leaders would not be popular especially when one considers that the average **household income** in the City is \$80,000. If the new remuneration package could save money over the current one it would fit nicely into the City’s attempts to cut costs everywhere.

4. Current and Future Workload of Councillors

In addition to attendance at the two regular meetings a month plus any special meetings of Council, Councillors are expected to share in the duties of fifty-two (52) committees. There are one hundred and two (102) positions on these committees which are to be held by sixteen Councillors – that’s a little over 6 committees each. As it stands now it will be impossible for Council to maintain the current number of committees and the council representation on each of them. There is no way that any Councillor can be a functioning member of 12+ committees when Council is reduced to 8 Councillors, no matter how much they get paid. This report’s section on recommendations includes one on this topic.

Each new Councillor will now represent about twice as many residents as the current ones and while this may seem to be problematic for the workload it should, in reality, be only marginal. Councillors have to remember that they are decision-makers and policy-makers and they should not be looking after the day-to-day complaints of residents – that’s the job of staff. If Councillors are getting too many calls about potholes, garbage pickup, and nauseum then the City needs to have a look at the way it deals with these types of issues for they are not a councillor’s responsibility. Only after all the channels for dealing with these matters have been exhausted should a councillor get involved and only then on a broad scale as an operational issue facing the City.

5. Comparable Municipalities

It is virtually impossible to use other municipalities and their ways of remunerating councillors to compare to the City of Kawartha Lakes. There are wide variations in the geographic size, the number of residents per square kilometre, the economic status of these residents, the number of councillors, and the ways in which these councillors get remunerated. There is a tangle of allowances, per diems, other benefits, and basic salaries. Some Councillors receive a low salary but end up with a much higher “pay package” because of all the various ways in which money flows to them. The only way to examine this remuneration question is to try to determine what is fair to the residents of the City of Kawartha Lakes. The main focus should be on setting a dollar value that meets the objectives set forth in the rationale of this report.

Recommendations:

Consideration has been given to making the role of Councillor a full-time one but the author of this report feels that the advantages of such a change are far outweighed by the drawbacks.

1. Compensation:

Note: These scenarios do not include mileage in the calculations of the potential cost to the municipality as it was not included previously in the calculation of the potential cost to the municipality using the current remuneration dollar amounts.

A. Salary set at \$30,000 (currently 1/3 tax free) plus a \$5000 expense account. The car allowance has been eliminated as a separate item for consideration. The potential cost to the municipality here is \$280,000 annually.

B. Salary set at \$35,000 (currently 1/3 tax free) with both the car allowance and the expense account eliminated. The actual annual cost to the municipality would be the same as the potential cost in A, i.e. \$280,000 and only slightly (\$5349.52) in excess of the potential cost using the current compensation package in play.

In addition to either A or B it is recommended that the City continue to pay a mileage allowance to compensate for some of the costs of attending meetings and other events that a Councillor is required to attend because of the position.

2. Other Recommendations

While the following are not part of the compensation package for all Councillors they will have impact on how the job is done:

A. Deputy Mayor

That Council establish the formal position of Deputy Mayor to assist the Mayor and Council in meeting the demands for attendance at a variety of functions and/or meetings. The Deputy Mayor should be an annual office held by a sitting Councillor and should be elected by Council at the end of the year prior to the annual term beginning. This position should be held only once by a Councillor during the term of the Council, and an additional salary of \$2500 should be paid to the Councillor holding the position.

B. Committees

That Council review the current committee structure with the objectives of significantly reducing the number of committees requiring Council representation and of drastically reducing the number of Councillors required to serve on them. Such a review should be completed and put in place before the end of the current council.

Max Radiff

The Corporation of the City of Kawartha Lakes

By-Law 2017-

A By-law to Appoint a City Clerk for the City of Kawartha Lakes

Recitals

1. Section 228 of the Municipal Act, 2001, as amended, requires every municipality to appoint a Clerk to fulfill the duties and obligations of that statutory officer as set out in those statutes and others.
2. Council deems it appropriate to appoint a City Clerk to fill a vacancy.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017- .

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

“Chief Administrative Officer” or “CAO” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

- 1.02 **Interpretation Rules:**

- (a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.
- (b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Appointment, Duties, etc.

- 2.01 **City Clerk:** Cathie Ritchie is appointed as the municipal clerk for the City, with the title of “City Clerk”.
- 2.02 **Duties:** The duties and responsibilities of the City Clerk are as set forth in the Statutes and Regulations of the Province of Ontario and in the By-laws and policies of the City, which exist or may be passed in the future.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Chief Administrative Officer is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force at 12:00 a.m. Wednesday, November 29, 2017.

By-law read a first, second and third time, and finally passed, this 28th day of November, 2017.

<hr/> Andy Letham, Mayor	<hr/> Ron Taylor, Acting City Clerk
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The Corporation of the City of Kawartha Lakes

By-Law 2017-

A By-law to Repeal By-law 2017-167, being A By-law to Appoint an Acting City Clerk for the City of Kawartha Lakes

Recitals

1. Council adopted By-law 2017-167 to appoint an Acting City Clerk on August 22, 2017.
2. The City has hired a City Clerk to fill a vacancy.
3. Council deems it appropriate to repeal By-law 2017-167.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017- .

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“**City**”, “**City of Kawartha Lakes**” or “**Kawartha Lakes**” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

“**Council**” or “**City Council**” means the municipal council for the City.

Section 2.00: Repeals

- 2.01 **Repeal:** By-law 2017-167 is repealed.

Section 3.00: Administration and Effective Date

- 3.01 **Administration of this By-law:** The Chief Administrative Officer is responsible for the administration of this By-law.

- 3.02 **Effective Date:** This By-law shall come into force at 12:00 a.m. Wednesday, November 29, 2017.

By-law read a first, second and third time, and finally passed, this 28th day of November, 2017.

Andy Letham, Mayor

Ron Taylor, Acting City Clerk

The Corporation of the City of Kawartha Lakes

By-Law 2017-

A By-law to Authorize the Execution of an Agreement between The Royale Development GP Corporation as a general partner of The Royale Development LP and The Corporation of the City of Kawartha Lakes for Management Services for Victoria Manor Home for the Aged

Recitals

1. Council, by Resolution CR2017-XXX, approved entering into an agreement with The Royale Development GP Corporation as a general partner of The Royale Development LP for Management Services for Victoria Manor Home for the Aged.
2. This by-law authorizes the Agreement to be executed by the City.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-law 2017- .

Section 1.00: Definitions and Interpretation

- 1.01 **Definitions:** In this by-law,

“City”, “City of Kawartha Lakes” or “Kawartha Lakes” means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

"City Clerk" means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

“Council” or “City Council” means the municipal council for the City;

“Director of Human Services” means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council;

“Mayor” means the Chief Executive Officer of the City.

- 1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

- 1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, that are applicable within the Province of Ontario.

- 1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Section 2.00: Approval and Authorization

- 2.01 **Approval:** The agreement attached to this By-law as Schedule A is approved.

- 2.02 **Authorization:** The Mayor and City Clerk are authorized to sign the agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

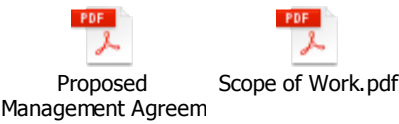
Section 3.00: Administration and Effective Date

- 3.01 **Administration of the By-law:** The Director of Human Services is responsible for the administration of this by-law.
- 3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 28th day of November, 2017.

Andy Letham, Mayor

Ron Taylor, Acting City Clerk



Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

THIS MANAGEMENT AGREEMENT is made effective as of the 1st of December 2017.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES,
a corporation incorporated under the laws of the Province of Ontario

(the “**Owner**”)

-and-

**THE ROYALE DEVELOPMENT GP CORPORATION as a
general partner of THE ROYALE DEVELOPMENT LP,** a
corporation incorporated under the laws of the Province of Ontario

(the “**Manager**”)

WHEREAS the Owner is the legal and beneficial owner of the VICTORIA MANOR HOME FOR THE AGED, municipally located 220 Angeline Street South, Lindsay, Ontario, K9V 4R2 (the “**Home**”);

AND WHEREAS the Owner and the Manager wish to enter into a management agreement, whereby the Manager shall provide management services on behalf of the Owner in connection with the Home in accordance with the terms and conditions of this Agreement;

THIS AGREEMENT WITNESSETH that in consideration of the reciprocal covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree each with the other as follows:

ARTICLE 1 – DEFINITIONS AND SCHEDULES

1.1 The terms defined in this Article 1 shall, for all purposes of the Agreement, have the meanings hereafter specified, unless the context otherwise requires;

“**Administrator**” means the Home’s administrator as required under the *Long-Term Care Homes Act, 2007*, S.O. 2007, c.8 s. 70 (1) (whom shall be an employee of the Manager);

“**Affiliate**” when used in connection with any person shall mean an affiliated body corporate as defined in the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16 and the regulations thereunder, as amended from time to time;

“**Agreement**” means this Management Agreement, together with all schedules and instruments in amendment of it; and the expression “Article” and “Section”, followed by a number means and refers to the specified Article or Section of this Agreement;

“**Annual Budgets**” shall have the meaning ascribed to this phrase pursuant to Section 3.1;

“**approved by the Owner**” or “**approval of the Owner**” means approved in writing by the Owner;

“**arm’s length**” and “**non-arm’s length**” have the meanings that they have for purposes of the *Income Tax Act* (Canada);

“**Auditors**” shall mean the chartered professional accountants, as may be approved by the Owner and appointed from time to time by the Owner;

“**Bank**” shall mean a Canadian chartered bank;

“Business Day” means any day which is not a Saturday, a Sunday, or a day observed as a statutory or civic holiday under the laws of the province of Ontario or the federal laws of Canada applicable in the province of Ontario, and on which the principal Banks in the city of Toronto, Ontario are open for business;

“Capital Expenditures” for a Fiscal Year shall mean Major Repairs and any other expenditures of a capital nature relating to the Home incurred in such Fiscal Year determined in accordance with GAAP consistently applied;

“Commencement Date” shall mean the 1st day of December 2017;

“Event of Default” shall have the meaning ascribed thereto in Section 9.1 hereof;

“Fiscal Year” shall mean each twelve-month period during the term of this Agreement commencing on the first day of January and ending on the last day of December in each year (or such other twelve (12) month period as may be approved by the Owner), except where a shorter fiscal year occurs at the commencement or end of the term of this Agreement in which case such shorter fiscal year shall be deemed to be a Fiscal Year with all appropriate adjustments being made by the parties;

“Force Majeure” means any event, fact, circumstance, delay, failure, loss, or damage that, directly or indirectly, arises from, or as a result of, or that fails to occur because of, occurrences that are beyond, or outside of, the reasonable control of any person, including but not limited to: Acts of God; the occurrence of any casualty event; outbreak of disease; acts of declared or undeclared war; the occurrence of any military or terrorist attack; public disorders; rebellion; sabotage; revolution; earthquakes; fires; floods; riots; strikes; and labor or employment difficulties; but excluding the financial inability of any party to this Agreement;

“Gross Receipts” shall mean all revenues and income of any kind derived directly or indirectly from the Home (including rental or other payments from licensees, tenants, and other users of the Home), whether on a cash basis or on credit, paid, collected or received, as determined in accordance with GAAP consistently applied, excluding, however: (a) federal, provincial and municipal excise, sales and use taxes collected directly from residents or others as a part of the sales price of any goods or services or otherwise; (b) proceeds arising from the sale or other disposition of capital assets; (c) any reversal of any contingency or tax reserve; and (d) gratuities to Home Employees. Gross Receipts shall include the proceeds of use and occupancy, insurance funds arising as a result of or from any health insurance program or prepaid care plan or program whether governmental or private. For the purpose of calculating the Management Fee and without limiting the other exclusions to Gross Receipts set out herein, Gross Receipts shall be restricted to receipts arising from the regular and ongoing operations of the Home and shall not include: (i) any receipt of a capital nature; (ii) monies received as the result of or in contemplation of the expropriation of the Home (or any part thereof); (iii) proceeds of any financing or refinancing of the Home; (iv) security deposits, damage deposits or last month rent deposits received from residents or tenants; (v) insurance proceeds except to the extent relating to business loss interruption or rental loss coverage for commercial rents; (vi) interest received or accrued with respect to the monies in any operating or reserve accounts of the Home; (vii) awards of damages, settlement proceeds and other payments received by the Owner in respect of any litigation other than litigation to collect fees due for services rendered from the Home; (viii) income derived from securities and similar investment property; (ix) cash contributions by the Owner; and (x) refunds of utility deposits or refundable sums deposited in connection with the Home.

“Home” shall mean the Victoria Manor Home for the Aged building and operations, located at 220 Angeline Street, South, Lindsay, Ontario, K9V 4R2, including, without limitation, the Home Equipment and all fixtures annexed or to be annexed thereto or located or to be located therein;

“Home Employee(s)” means all employees employed at the Home by the Owner (with the exception of the Administrator who shall be an employee of the Manager), including, for certainty, the assistant administrators, department heads and all operating and service employees (including registered nurses and registered practical nurses, but not including physicians) performing services in and around the Home and all such other persons as may be necessary for the proper maintenance and operation of the Home and who are employed by the Owner and remunerated pursuant to the terms outlined hereunder;

“Home Equipment” shall mean all the chattels including furnishings, furniture, bedding linens, toilet supplies, dietary supplies, fixtures, equipment and machinery now or hereafter situated in or about the Home and to be used in conjunction with operations therewith;

“Intellectual Property” shall mean any and all of the following items owned, acquired or applied for, as applicable, and paid for by the Manager and used in conjunction with, or otherwise comprising, the Proprietary Property: (a) any patent applications, issued patents and continuations, reissues, divisions, or disclosures relating thereto, and industrial design applications and registrations; (b) trademarks, service marks, and trademark or service mark registrations and applications, trade names, trade dress, fictitious names, assumed names, logos and slogans, together with all goodwill related to the foregoing; (c) copyrights, copyright registrations, renewals and applications for copyright registrations, and mask works; (d) software; and technology, trade secrets and know-how, proprietary processes, formulae, algorithms, models and methodologies; and (e) all claims against third parties for infringement of the foregoing. For greater certainty, the Policies and Procedures constitute Intellectual Property and shall at all times remain the property of the Manager;

“Losses”, in respect of any matter, means all losses, damages, liabilities, obligations, deficiencies, fines, costs and expenses (including all reasonable legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) and judgments, incurred pursuant to any actions, claims, suits, demands, or proceedings;

“Major Repairs” shall mean any single item of repair where the cost of effecting such repair equals or exceeds \$10,000;

“Management Fee” shall have the meaning ascribed thereto in Section **Error! Reference source not found.**;

“Minor Repairs” shall mean any single item of repair where the cost of effecting such repair is less than \$10,000;

“Name” means the name for the Home chosen by the Owner and any of the trademarks and any reference thereto, in whole or in part, that is visible on any part of the Home;

“Net Operating Expense” shall mean Gross Receipts less Operating Expenses, excluding depreciation and amortization, capital reserves, bad debt expense and mortgage interest;

“Net Expenses” shall mean Net Operating Expenses, less depreciation and amortization, capital reserves, and mortgage interest, if greater than zero;

“Net Loss” shall mean Net Operating Expenses, less depreciation and amortization, capital reserves, and mortgage interest, if less than zero;

“Operating Expenses” shall mean all of the operating expenditures of the Home, but shall not include Major Repairs, any payments whether for principal and/or interest made pursuant to any mortgage or mortgages on the Home, and shall, without limiting the generality of the foregoing include Home Employee salaries, realty taxes, operating expenditures, Minor Repairs and the Management Fee;

“Performance Payment” shall have the meaning ascribed thereto in Section 5.1;

“Policies and Procedures” shall have the meaning ascribed to this phrase pursuant to Section 2.4;

“Proprietary Programs” means the proprietary management and resident care methods, systems and programs developed and owned by the Manager and used by the Manager in association with the services provided to the Home pursuant to this Agreement, as amended from time to time, and the Intellectual Property associated therewith shall belong to the Manager and not the Owner, provided Proprietary Programs and the Intellectual Property associated therewith shall not include any of the foregoing items to

the extent the Owner (or its predecessors) have paid for or provided any funding in connection therewith or on account thereof, which items shall be the property of the Owner;

“Proprietary Property” means the Intellectual Property, Proprietary Programs, and Policies and Procedures of the Manager;

“Restricted Contract” means: (a) any contract with a party that does not act at arm’s length to the Manager and each of its Affiliates; (b) any contract that cannot be terminated by the Owner on 90 days’ notice or less without cost or penalty to the Owner; or (c) any contract providing for the hedging of utility or other costs or fixing utility rates;

“Term” shall mean the period commencing on the Commencement Date and ending 1st of December 2022 and if the Agreement is terminated prior to the expiry of the initial Term, to the date of such termination as set out under Section 3.1(c); and

“Trust Account” shall mean a bank account at a Bank which shall contain a sum of money funded by the Owner, such amount to be in conformity with the Annual Budgets, to be used by the Manager for the purposes contemplated herein.

- 1.2 The following Schedules, contained herein and as may be amended from time to time in accordance with the terms hereof, form an integral part of this Agreement:

Schedule “A”	-	Statement of Work
Schedule “B”	-	Performance Payment

- 1.3 All monetary references are to Canadian dollars. If anything herein falls to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day. Words importing the singular shall include the plural and vice versa.
- 1.4 All calculations required or permitted under this Agreement and the interpretation of accounting terms used herein shall be made, and applied on a consistent basis.

ARTICLE 2 – MANAGER APPOINTMENT AND RESPONSIBILITY

- 2.1 For and during the Term, the Owner hereby grants to the Manager the sole and exclusive right to manage and operate the Home upon the terms and conditions herein contained.
- 2.2 The Manager hereby accepts its appointment in accordance with the terms hereof and covenants and agrees to perform the services and functions to be performed by it hereunder, as Manager of the Home, in a competent, efficient, honest and diligent manner, in keeping with the standards of the sector applicable to comparable long term care facilities having regard to the size, nature and location of the Home.
- 2.3 The duties to be performed and obligations to be assumed by the Manager under this Agreement shall be as an independent contractor and not as an agent (except to the extent that the Manager is expressly authorized by this Agreement to incur obligations on behalf of, or to act as agent of, the Owner), and nothing herein shall be construed to create any partnership, joint venture, fiduciary or non-contractual relationship of any kind whatsoever between the parties.
- 2.4 The Manager shall create, provide and maintain the policies and procedures, programs, operating methods, systems, audits, tools, and employee programs (the **“Policies and Procedures”**), relating to the standards of operation, quality of service, and other matters for the Home, which Policies and Procedures shall be provided to the Owner for reference purposes upon request. The Owner acknowledges that the Policies and Procedures mandate the use of certain information technology processes and applications (such as PCC, Activity Pro, Synergy on Demand etc.), and the Owner shall support and implement such policies, procedures and applications for the purposes of this Agreement, and otherwise provide for their use at the Home. The Policies and Procedures may be customized only to accommodate the use of the Owner’s logo

and any other non-substantive changes not impacting content or process, in the Manager's sole discretion and at the cost of the Owner, if any; provided that the Manager shall not assume responsibility for any such customizations nor be held liable on account thereof.

- 2.5 The Policies and Procedures shall be paid for by the Manager, shall be the exclusive property of the Manager and the Manager shall operate the Home in accordance with the Policies and Procedures and, subject to this Agreement, shall have discretion, acting reasonably, with regard to the operation and management of the Home, subject to maintaining the standard set out in Section 2.2.
- 2.6 The Manager agrees, in connection with the performance of the Manager's duties under this Agreement, that during the Term it shall not enter into a contract or incur any expense on behalf of the Owner unless the Manager has received budgetary or other approval by the Owner; provided that the Manager may incur, in each Fiscal Year, Operating Expenses in excess of the amount provided therefor in the operating budget contemplated by the Annual Budgets with the approval of the Owner.
- 2.7 In the event of an emergency (meaning, a circumstance or event in which the safety of the residents or integrity of the Home is at risk and time does not reasonably permit the Manager from consulting with the Owner in responding to such circumstance or event) and when any work or action is urgently required at times when the approval of the Owner cannot be reasonably obtained, the Manager is hereby authorized and instructed to proceed with such steps as in its discretion, acting reasonably, are deemed urgently necessary for the protection and preservation of the Home or to protect the Owner from exposure to a penalty, liability or expense.
- 2.8 Without limiting the generality of Sections 2.6 and 2.7, the authority of the Manager under this Agreement shall be limited to expenditures and contracts approved in the Annual Budgets.
- 2.9 The responsibilities of the Manager, acting on behalf of the Owner, shall include the following, subject to and in accordance with the Annual Budgets and any other limitations, qualifications and restrictions otherwise contained in this Agreement and in the Statement of Work set out in Schedule "A":
 - (a) the negotiation and entering into of contracts for supplies and services in connection with the operation of the Home; provided that any Restricted Contract will be subject to prior approval by the Owner;
 - (b) the support and implementation of the Policies and Procedures;
 - (c) full responsibility, power, authority and discretion (subject to the Annual Budgets) to hire, train, manage and terminate the Administrator, the Home Employees (as direct employees of the Owner) and any independent contractors; provided that the Owner shall have the right to provide input with respect to and to approve, acting reasonably, the hiring of the Administrator;
 - (d) the receipt of all Gross Receipts for the account of the Owner;
 - (e) advise the Owner with respect to actionable items or expenditures not contemplated by the Annual Budgets as shall be required from time to time to be done in and about the Home by virtue of any statute, ordinance, law, rule, regulation or order of any municipal, provincial or federal governmental or regulatory authority having jurisdiction in the premises respecting the use or manner of use of the Home or the construction, maintenance or operation thereof as well as to comply with all orders and requirements of the local fire marshal or any other body which may hereafter exercise similar functions;
 - (f) authorize all realty, municipal and business taxes, assessments and charges of every kind with respect to the Home imposed upon the Owner by any governmental authority, as they become due and payable from time to time; and shall authorize all bills as they become due and incurred in the operation of the Home, including utility charges, heating and cooling charges, and other operating expenditures and outlays incurred in the operation of the Home;

- (g) prompt submission to the Owner of accounting related to payroll for the Home Employees;
- (h) purchase such food, beverages, concessions, utilities, materials and operating supplies for the maintenance and operation of the Home;
- (i) implement protocols reasonably designed to enable residents to comply with their residency agreements, including the timely payment of accommodation fees and charges;
- (j) maintain a separate bank account in the name of the Owner in relation to the operation of the Home at a Bank and make all deposits of Gross Receipts thereto and disbursements therefrom and handle all banking necessary for the due performance of the Manager's accounting and administrative functions under the provisions of this Agreement and for the receipt and disbursement of all monies of the Owner pertaining to the operation of the Home by the Manager under this Agreement;
- (k) the Manager shall maintain proper records and books of account in accordance with good accounting procedure and GAAP wherein it records the income and expenses relevant to the Home separate and apart from the other properties owned, operated or managed by the Manager. All of such records and books, including without limitation, books of account and guest and resident records shall be the property of the Owner. The Manager shall provide such control over accounting and financial transactions as is reasonably required to protect the Owner's assets from theft, negligence or fraudulent activity on the part of the Manager, its employees or third parties for which the Manager is at law responsible under applicable law; provided that Losses arising from such instances are to be borne by the Owner to the extent not covered by insurance and subject to the terms set out in Article 14. The Owner shall have access upon reasonable notice and at reasonable times and intervals to the records contemplated in this paragraph;
- (l) the Manager may retain, as it deems necessary, and at the cost of the Owner, skilled or professional services (including legal services) from outside sources in connection with its duties in managing the Home, with the approval of the Owner, provided that the fees for such skilled or professional services shall be borne by the Owner. The Manager shall, subject to the approval of the Owner, select the service providers to be retained by the Manager as contemplated by this paragraph. The Owner shall be responsible for the payment of all fees, retainers, costs and other monies payable by reason of the proper exercise of the responsibilities of the Manager arising herein;
- (m) the Manager shall require that the terms and conditions of all contracts entered into by the Manager as subcontractor of or on behalf of the Owner pursuant to the Manager's duties under this Agreement and pursuant to its authority hereunder, shall acknowledge that such contracts create a contractual relationship between the other party thereto and the Owner, as the case may be, and that the Manager as subcontractor of the Owner is in a representative capacity and not personally liable thereunder, and where any such contracts do not so provide, the Owner acknowledges nevertheless that the Manager, although it may be personally liable to a third party, is in a representative capacity acting on behalf of the Owner to the extent that the Manager is acting within the scope of its authority;
- (n) to facilitate the prompt investigation and to provide information and support to the Owner to assist the Owner in making a full and timely written report to the applicable insurance company of all incidents, accidents and claims for damages relating to the Home, and any damage or destruction to the Home;
- (o) prepare and file the government reports listed under the "Manager's Responsibilities" column in Schedule "A"; and
- (p) perform such other ordinary course duties as are normally carried out by a manager in connection with the management of a long-term care home of the size, type and location of that operated at the Home.

- 2.10 The Manager, on behalf of the Owner, shall be responsible for the management of all cash generated by the Home. The Owner shall be responsible for all cash disbursements of the Home. Unless otherwise instructed by the Owner, no funds shall be disbursed except in accordance with the following provisions:
- (a) The Manager shall be entitled to and shall authorize all Operating Expenses and Capital Expenditures to arms' length parties properly chargeable to the Owner hereunder, provided that such Operating Expenses do not in the aggregate exceed the amounts set forth in the Annual Budgets and such Capital Expenditures do not exceed the amounts set forth in the Annual Budgets; any operating and development expenses in excess thereof or any Capital Expenditures that are a Major Repair shall be subject to the approval of the Owner in accordance with this Agreement.
 - (b) Subject to the provisions of this Agreement, provided that in the event that the amount of the projected costs and expenses to be incurred by the Manager on behalf of the Owner in the management of the Home may exceed the amount held in the Trust Account by the Manager, the Manager shall thereupon furnish the Owner with an accounting of same and the Owner shall be under an obligation to immediately furnish the Manager with sufficient funds to pay the Capital Expenditures to operate the Home.
- 2.11 Subject to the provisions of this Agreement, including that all financial obligations need to be set out in the Annual Budgets, all financial obligations related to the Administrator and the Home Employees, independent contractors and any on-site staff of the Manager, including wages, benefits and severance pay shall be at the expense of the Owner.

ARTICLE 3- ANNUAL BUSINESS PLAN AND REPORTING

- 3.1 The Manager shall deliver or cause to be delivered to the Owner the following financial reports:
- (a) Annual Budgets: not later than September 30 of each calendar year, prepare and submit to the Owner for approval of the Owner the following materials in respect of the ensuing Fiscal Year (collectively, the "**Annual Budgets**"):
 - (i) an annual operating budget, for the 12-month period January 1 to December 31 which shall set forth both anticipated revenues and expenses on an accrual basis; the operating budget is to be submitted to the Owner by September 30 for the next fiscal budget year; and
 - (ii) an annual capital budget, for the 12-month period January 1 to December 31 which shall set forth both anticipated revenues and expenses on an accrual basis; the capital budget is to be submitted to the Owner by September 30 for the next fiscal budget year.

The Owner shall either approve the submitted plans and budgets, or approve an amended budget (which shall be mutually acceptable to the Manager, acting reasonably), either of which shall be done by by-law. The budget approved by by-law will then become the Annual Budgets. In the event that any budget has not been so adopted by Council by-law prior to the commencement of the next fiscal budget year, then the Manager may proceed on the basis of the prior Fiscal Year's Annual Budgets until such time as a by-law is adopted.

- (b) Amendments: from time to time as are in the Manager's reasonable opinion required during each Fiscal Year, propose to the Owner amendments to the Annual Budgets.
- (c) Additional Reports: (i) monthly, by the fifteenth (15th) Business Day of the following month, an income statement, and (ii) a copy of any report in respect of the Home prepared or delivered to or by a regulatory authority having jurisdiction over the Home.
- (d) Other Reports: such other reports in respect of the Home as shall be agreed upon by the parties and set out (or marked for inclusion) in Schedule "A" hereto as applying to this Agreement.

- 3.2 The Manager covenants and agrees with the Owner at reasonable times and after reasonable notice, to make available to the Owner and the Auditors such information and material (including, without limitation, working papers of the Manager, books and records in respect of the Home and all Policies and Procedures maintained in respect of the Home) as may be required by the Owner, or the Auditors for the purpose of their audit and otherwise give such co-operation as may be necessary for such Auditors to carry out their duties on behalf of the Owner or the Home. All associated costs incurred in connection with or by the Auditors will be to the account of the Owner. Should either of the Owner's employees or appointees discover either weaknesses in internal control or errors in record keeping, the Manager shall forthwith correct such discrepancies, and in any event, within ninety (90) days' time. The Manager shall inform the Owner in writing of the action taken to correct such audit discrepancies. The Manager agrees to hold regular calls between personnel of the Manager and the designated appointees of the Owner.

ARTICLE 4 – TERM

- 4.1 The Manager's appointment hereunder shall be for the Term subject to earlier termination as herein provided.

ARTICLE 5 – MANAGER FEE/ REMUNERATION/PERFORMANCE PAYMENT

Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

ARTICLE 6– LICENCE

- 6.1 Subject to the provisions of this Agreement, the Manager hereby grants to the Owner the non-exclusive, non-transferable right, licence and privilege, without right to sublicense, to use the Proprietary Property at the Home in association with the Home until terminated in accordance with the provisions of this Agreement.
- 6.2 The Owner agrees and acknowledges that the rights granted herein to use the Proprietary Property apply only to its use in connection with the Home and Proprietary Programs available at the Home and further agrees:
- (a) that the Manager is the exclusive owner of the Proprietary Property and all goodwill associated therewith; that the Manager has the exclusive right to the use of the Proprietary Property and that any unauthorized use of the Proprietary Property is and shall be deemed an infringement of the Manager's rights;
 - (b) that, except as expressly provided in this Agreement, the Owner acquires no right, title or interest in the Proprietary Property and the Owner shall not in any manner represent that they have any ownership interest in the Proprietary Property or applications or registrations therefor; and
 - (c) not to dispute or contest for any reason whatsoever, directly or indirectly, during the Term and after the termination or expiration of this Agreement, the validity, ownership or enforceability of the Proprietary Property, nor directly or indirectly attempt to dilute the value of the goodwill attached to the Proprietary Property, nor counsel, procure or assist any one to do any of the foregoing.
- 6.3 The Manager shall have the right to transfer the Proprietary Property or any rights thereto to any person, including any bank or financial institution as it may in its sole discretion deem appropriate; provided that such transfer will not prejudice or adversely affect the use of the Proprietary Property by the Owner pursuant to this Agreement. The Owner shall not transfer their licensed right to use the Proprietary Property to any person including any bank or financial institution without the prior written consent of the Manager, save and except to a permitted assignee hereunder.
- 6.4 Upon expiry or earlier termination of this Agreement for any reason whatsoever, the Owner shall cease to be a licensee of the Manager and shall cease to use, directly or indirectly, in any manner whatsoever the Proprietary Property.

ARTICLE 7 – OWNER'S RIGHT TO INSPECTION

- 7.1 The Owner shall have the right at all reasonable times upon reasonable notice of not less than five (5) Business Days to cause an inspection to be made of the books and records maintained by the Manager in respect of the Home. The Manager shall make available to the Owner, as the case may be, and its authorized agents for such purpose such information and materials with respect to the Home and in connection with this Agreement as they may reasonably request and shall otherwise give such cooperation as may be reasonably required.
- 7.2 The Owner and its authorized agents, lenders, consultants and prospective purchasers (and their authorized agents, lenders and consultants) shall have the right to enter upon any part of the Home at all reasonable times for the purpose of examining or inspecting the same, but the same shall be done with as little disruption to the business of the Home as possible and upon reasonable notice to the Manager.
- 7.3 The Owner shall not have the right to directly discipline the Home Employees and may instead forward any such concerns through the Manager.

ARTICLE 8 – DUTIES OF OWNER

- 8.1 The Owner shall support and cooperate with the Manager in the operation and management of the Home and the performance of all obligations of the Manager assumed under and by virtue of this Agreement and the Statement of Work set out in Schedule “A”.
- 8.2 In connection with this Agreement, the Owner will:
- (a) provide and maintain such amount of working capital that is sufficient at all times to ensure the uninterrupted and efficient operation of the Home;
 - (b) pay, as they fall due, all payments to mortgages, charges and all other encumbrances of the lands and premises of the Home created by the Owner;
 - (c) subject to the terms of this Agreement, pay all costs and expenses incurred in connection with the Home including, without limiting the generality of the foregoing, all costs and expenses for repairs, replacements, additions and improvements to the Home and for maintaining, operating and supervising the Home;
 - (d) reimburse the Manager for all funds expended or costs and expenses incurred, if any, to which the Manager is entitled to reimbursement pursuant to the Agreement; and
 - (e) provided that the Manager is complying with the terms of this Agreement, not to interfere with the operations of the Home and with the Manager carrying out its duties hereunder.

ARTICLE 9 – TERMINATION

- 9.1 Each of the following events shall constitute an Event of Default of either party:
- (a) the filing of a voluntary assignment in bankruptcy or insolvency or a petition for a reorganization under any bankruptcy law by the Owner or the Manager;
 - (b) the consent to an involuntary petition in bankruptcy or the failure by the Owner or the Manager to vacate, within thirty (30) days from the date of entry thereof, any order approving an involuntary petition;
 - (c) the making of an order, judgement, or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating the Owner or the Manager bankrupt or insolvent or approving a petition seeking reorganization or appointing a receiver, trustee or liquidator of all or substantial part of a party's assets if such order, judgement or decree shall continue unstayed and in effect for a period of thirty (30) consecutive days;
 - (d) the failure of either the Owner or the Manager to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in the Agreement, except where same constitutes gross negligence at or on the Home, and the continuance of any such default for a period of thirty (30) days after written notice of said failure, provided, however, if the default is not reasonably capable of being cured within the thirty (30) day period (other than as a result of the financial position of the defaulting party), and the defaulting party with due diligence takes and continues action to cure and cures the failure as soon as possible, then no Event of Default shall be deemed to have occurred unless and until a defaulting party has failed to take or continue to take action, or to complete the cure within a period not exceeding ninety (90) days after written notice is received in respect of the applicable failure; and
 - (e) with respect to the Manager, the occurrence of a fraud or criminal act by the Manager or a breach by the Manager of any trust or fiduciary duty created by this Agreement for funds received by it, or the Manager's refusal to account or unreasonable delay in accounting for such funds.

- 9.2 Upon the occurrence of any Event of Default, the non-defaulting party may, without prejudice to any other recourse hereunder or at law or in equity which it may have, terminate this Agreement. If an Event of Default involves gross negligence or wilful misconduct on the part of the Manager or the Owner, the 30 day cure period and extended cure period referred to in Section 9.1(d) shall be reduced to five (5) days in the aggregate.
- 9.3 Notwithstanding anything to the contrary contained in the Agreement, either party shall be entitled but not obligated to remedy any default of the other under the Agreement with reasonable notice to the other or without notice, in the event of any emergency or anticipated emergency, without prejudice to any rights under the Agreement, and the party so remedying such default shall be repaid upon demand by the defaulting party for the cost of remedying such default together with interest on such amount from the date of incurring such costs at an annual rate of five percent (5%) above the reference rate of interest published from time to time by the Bank as its prime rate.
- 9.4 Notwithstanding anything to the contrary in this Agreement, either party shall be entitled to terminate this Agreement on ninety (90) days' prior written notice to the other party.
- 9.5 Upon the termination of the Agreement for any reason whatsoever by either the Manager or the Owner:
- (a) The Manager shall, as soon as possible thereafter (and in any event within 30 days), render a final accounting to the Owner and pay over any balance in the Trust Account or other account remaining to the credit of the Owner (less any amounts necessary to satisfy commitments made by the Manager to others pursuant to its authority hereunder prior to the date of the termination and less any outstanding fees and expenses payable to the Manager, in each case, in accordance with the Agreement);
 - (b) The Manager shall, subject to Article 6, surrender to the Owner in an organized manner all documents, contracts, records, files and other information and items included therein (but not the Proprietary Property) which in the Manager's or Owner's opinion, acting reasonably, may be pertinent to the continuing operation of the Home;
 - (c) The Owner shall assume the obligations of any and all contracts which the Manager has entered into in accordance with and pursuant to this Agreement and the Owner shall reimburse or pay for and indemnify and save harmless the Manager from the costs and expenses of all services and supplies which may have been ordered by the Manager in accordance with this Agreement and which may not have been paid by the Owner at the time of termination;
 - (d) The Manager and the Owner shall be released from all obligations pursuant to this Agreement, save and except for obligations set out in the following provisions, which shall survive any termination of this Agreement, howsoever occurring: Sections 2.9(l) and 2.9(m), Sections 5.1 and 5.3, Section 6.4, this Article 9, Sections 12.1, 12.2, 12.4 and 12.5, Article 13, Article 15, and Sections 16.3, 16.5, 16.6, 16.7, 16.8, 16.12, 16.13, 16.14, 16.16 and 16.19;
 - (e) The Manager shall deliver to the Owner all materials, tools, telecommunication equipment, computers, equipment, furniture, supplies and other property for which the Manager has been paid or which have been paid for by the Owner, but excluding the Intellectual Property;
 - (f) The Manager shall generally provide its reasonable assistance and co-operate with the Owner to ensure a smooth transition to a new management team; and
 - (g) The Owner may not solicit or hire any of the Manager's employees for a period of three (3) years from the date of termination of this Agreement.
- 9.6 In the event of the termination of the Agreement for any reason whatsoever by either the Manager or the Owner, the Owner, in addition to complying with all other provisions of this Agreement, agrees to indemnify and save the Manager harmless from any claims, rights or benefits either past or future, to which

the Home Employees may have against the Manager whether for wages, severance pay or any other claim for employee compensation whatsoever in anyway relating to the Home, except where the Manager has been grossly negligent in breach in its duties under this Agreement or where this Agreement has been terminated due to an Event of Default with respect to the Manager and provided that the Owner shall not be liable for obligations to employees in respect of the employment of those employees prior to the acquisition of the Home by the Owner.

ARTICLE 10 – ASSIGNMENT

- 10.1 The Manager acknowledges that the Owner may assign its rights hereunder to its lender in conjunction with the Owner's financing of the Home and the Manager agrees, where requested by such lender, to enter into an acknowledgement agreement with such lender, in a form acceptable to such lender and the Manager, each acting reasonably, whereunder the Manager shall agree to: (a) provide notices of any default by the Owner hereunder and permit the lender to cure same (during an appropriate cure period); (b) permit such lender to assume the Owner's rights under this Agreement upon the occurrence of an event of default by the Owner under such financing; (c) if requested by such lender enter into a new agreement with such lender on the same terms and conditions hereof in the event that this Agreement is revoked or disclaimed as part of any insolvency proceedings relating to the Owner; (d) allowing such lender to terminate this Agreement on 30 days' notice if an event of default occurs under the financing; and (e) such other customary matters as the lender may reasonably require. The Owner further acknowledges that the Manager may, subject to Section 16.17 and any approvals required by the applicable regulator, assign this Agreement and any of its rights and obligations hereunder to any of its Affiliates that is qualified to perform the Manager's duties hereunder.

ARTICLE 11 – REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of the Manager

The Manager hereby represents and warrants to the Owner that as at the date of this Agreement:

- (a) It is a corporation duly organized and validly existing under the laws of the Province of Ontario;
- (b) It is in good standing with respect to the filing of returns in all jurisdictions in which it carries on business or proposes to carry on business;
- (c) It has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (d) All necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Manager;
- (e) This Agreement has been legally and properly executed by the Manager and is legally binding upon and enforceable against the Manager in accordance with its terms;
- (f) All information, statements, documents and reports furnished or submitted by the Manager to the Owner in connection with the negotiation and execution of this Agreement are true and correct;
- (g) The observance and performance of the terms and conditions of this Agreement does not constitute a breach by it of or a default by it under:
 - (i) any law of Canada, the Province of Ontario;
 - (ii) its constating documents; or
 - (iii) any agreement to which it is a party;

- (h) The Manager is not in breach of any law applicable to the Manager or its operations; and
- (i) The Manager holds all permits, licenses, consents and authorities issued by any government or an agency of any of them, that are necessary in connection with the operations of the Manager and the performance of the services under this Agreement.

11.2 Representations and Warranties of the Owner

The Owner hereby represents and warrants to the Manager that as of the date of this Agreement:

- (a) All necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Owner;
- (b) It has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;
- (c) This Agreement has been legally and properly executed by the Owner and legally binding upon and enforceable against the Owner in accordance with its terms; and
- (d) The observance and performance of the terms and conditions of this Agreement does not constitute a breach by it or a default by it under:
 - (i) any law of Canada, the Province of Ontario; or
 - (ii) any agreement to which it is a party.

11.3 Reliance

All representations and warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Manager or the Owner is material and will conclusively be deemed to have been relied upon by the other party, notwithstanding any prior or subsequent investigation by the Owner or the Manager, as the case may be.

ARTICLE 12 – EMPLOYEES

- 12.1 Agency – All Home Employees shall be employees of the Owner. None of the employees, independent contractors or agents of the Owner shall be deemed to be the employees, contractors or agents of the Manager. The Owner shall be solely responsible for any salary, commission or other remuneration payable to any such employees, contractors or agents and hereby agrees to indemnify the Manager for any Losses by or against the Manager in respect thereof.
- 12.2 Labour Matters – The Manager will advise the Owner on proposals for union negotiations with any labour union lawfully entitled to represent the Home Employees, and may recommend or retain, at the Owner's request, skilled or professional service providers (including legal) to assist and attend all negotiations, conciliations and arbitration hearings, as necessary, provided that the Owner (and not the Manager) shall retain overall responsibility for all such negotiations, conciliations and hearings. All costs relating to the work undertaken by any skilled or professional service provider retained by the Manager to negotiate and attend at conciliations and arbitration hearings shall be the responsibility of the Owner.
- 12.3 Training and Performance Management – The Manager is responsible for directing and supporting the ongoing professional development training, both substantive and procedural, to be provided to all Home Employees, through its work with the department head(s). The Manager is responsible for setting up a process to facilitate the provision by the departmental heads (who, for certainty, are Home Employees) of required feedback to the Home Employees on an ongoing basis and conducting performance evaluations at least once per calendar year. Where performance improvement is noted, the Manager is responsible for creating a performance improvement plan for the applicable Home Employee and, if performance does not

improve within timelines set by the department head, termination of the employment of the applicable Home Employee. The Manager will assist, direct and support the department head in establishing a process to prepare and implement an annual training plan that reports on progress to the Committee of Management at least quarterly within the calendar year. This plan shall include professional development for Home Employees, as well as policy and procedure training and compliance monitoring.

- 12.4 Severance Costs – The Owner is responsible for the costs associated with the termination of employment of Home Employees and is responsible for all pay in lieu of notice of termination, termination pay, severance pay and other costs, liabilities and obligations including entitlements to pension and benefit coverage, or incentive compensation (and notwithstanding any other provision to the contrary including entitlements in respect of the benefit plans) whether due under contract, statute or common law relating to the termination of employment of such Home Employees.
- 12.5 Medical Healthcare Professionals – The Owner shall be responsible for the engagement, performance management and termination of all medical healthcare professionals (including physicians) providing services to residents of the Home. The Owner agrees that it shall only retain medical healthcare professionals that it reasonably concludes, pursuant to completion of appropriate appointment enquiries and processes, holds all necessary professional credentials and accreditations. The Manager shall be responsible for ensuring that each such medical healthcare professional enters into appropriate contractual arrangements with the Owner in respect of the provision of medical health services for residents of the Home, and shall provide to each such medical healthcare professional, prior to or at the commencement of their respective engagement, the Policies and Procedures applicable to the Home, which each medical healthcare professional shall be expected to comply with. The obligation to provide Policies and Procedures is ongoing; as the Policies and Procedures are created and revised they will be provided to the medical healthcare professionals. For certainty, nothing herein shall require the Manager to indemnify the Owner or any other person in respect of any alleged or actual act of professional negligence or malpractice asserted against any medical healthcare professionals providing services in connection with the Home.

ARTICLE 13 – INDEMNITIES AND INSURANCE

- 13.1 The Manager shall indemnify and save harmless the Owner, its Affiliates and their respective directors, officers and employees (the “**Owner Indemnified Parties**”), from any and all Losses suffered or incurred by any of the Owner Indemnified Parties as a result of, or arising directly or indirectly out of or in connection with: (a) a material breach by the Manager of this Agreement; (b), any claims, rights or benefits, either past or future, which the Manager’s employees or contractors may make or have, whether for wages, severance pay or any other claim for employee compensation whatsoever in any way relating to the Home, or (c) the negligence, fraud, or wilful misconduct of the Manager, its Affiliates and their respective directors, officers and employees (the “**Manager Indemnified Parties**”) or the Manager’s subcontractors or agents; except to the extent that such Losses result from any act or omission of, breach of this Agreement by, or the negligence, fraud or wilful misconduct of, any of the Owner Indemnified Parties.
- 13.2 The Owner shall indemnify and save harmless the Manager Indemnified Parties, from any and all Losses suffered or incurred by any of the Manager Indemnified Parties as a result of, or arising directly or indirectly out of or in connection with: (a) a material breach by the Owner of this Agreement, (b) any claims, rights or benefits, either past or future, which the Home Employees may make or have, whether for wages, severance pay or any other claim for employee compensation whatsoever, or (c) the negligence, fraud, or wilful misconduct of the Owner Indemnified Parties or the Owner’s subcontractors or agents; except to the extent that such Losses result from any act or omission of, breach of this Agreement by, or the negligence, fraud or wilful misconduct of, any of the Manager Indemnified Parties.
- 13.3 In no event shall a party be liable for any consequential damages or lost profits pursuant to the indemnification provisions contemplated by this Agreement, even if it has been advised of the possibility of such damages. No Losses shall be settled or compromised by a party in respect of the other party without the other party’s prior written consent. The indemnities contained in this Agreement shall not be prejudiced by, and shall survive the termination of this Agreement.

- 13.4 Notwithstanding any other provision of this Agreement, neither Manager nor its Affiliates shall be liable to Owner: (i) on account of any alleged errors of judgment made in good faith and exercising the degree of care normally associated with a competent manager in connection with the operation of the Home or the performance by Manager of its obligations hereunder; or (ii) for any loss or damage resulting from, incidental to or relating to the provision of services in respect of the Home, the personnel by Manager, including any exercise or refusal to exercise discretion, any mistake or error of judgement or any act or omission believed by Manager to be within the scope of authority conferred on it by this Agreement, unless such loss or damage resulted from the fraud, wilful default, intentional misconduct or negligence of Manager in performing its obligations hereunder.
- 13.5 Each party will maintain, at its own expense during the term of the Agreement, insurance coverage for comprehensive general liability insurance, insuring bodily injury (including death) and property damage, negligence, and errors and omissions liability insurance, each with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and Thirty Million Dollars (\$30,000,000) in the aggregate. Upon the request of a party, the other party shall produce the applicable certificate(s) of insurance demonstrating compliance with this provision of the Agreement. All policies are to be underwritten by an insurance company licensed to conduct business in the Province of Ontario. All insurance shall apply as primary and not as excess of any insurance available to the applicable party. All applicable deductibles under the above required insurance policies are at the sole expense of the party maintaining such insurance. Each party shall, within ten (10) days of signing the Agreement, and upon the placement, renewal, amendment, or extension of all or any part of any of the required insurance, and annually throughout the term of the Agreement, provide the other party with the relevant Certificate(s) of Insurance and, if required, a certified true copy of the policy(s) together with copies of any amending endorsements applicable to the Agreement. Each party agrees that its insurance, as contemplated by this Section 13.5, will not be cancelled, permitted to lapse or materially change unless the insurer for such party notifies the other party in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change.

ARTICLE 14– NOTICES

14.1 Notices

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement shall be made in writing and shall be given by personal delivery or by telecopier or other electronic communication, addressed or sent as set out below, or to such other address or electronic communications number as may from time to time be the subject of a notice hereunder:

To the Owner at:

The Corporation of the City of Kawartha Lakes
26 Francis Street, PO Box 9000
Lindsay, Ontario
K9V 4R2

Attention: Rod Sutherland, Director, Human Services
Email: rsutherland@kawarthalakes.ca

To the Manager at:

Sienna Senior Living Inc.
302 Town Centre Blvd, Suite 300;
Markham, Ontario L3R 0E8

Attention: Joanne Dykeman
Email: Joanne.Dykeman@siennaliving.ca

Any notice, demand or request if personally delivered shall be deemed to have been given and received on the date of delivery and if sent by telecopier or other electronic communications with confirmation of transmission, will be deemed to have been given and received on the day of transmission, or if such day is not a Business Day or if the transmission is made after usual business hours, shall be deemed to have been given and received on the next immediately following Business Day.

ARTICLE 15- DISPUTE RESOLUTION

- 15.1 The parties agree that, during the performance of their respective obligations under this Agreement, each of them will make good faith efforts to resolve any disputes, controversies, questions or claims arising out of or relating to this Agreement (a “**Dispute**”) by non-binding mediation. If the matter has not been resolved within thirty (30) days of a party’s written request for non-binding mediation either party may initiate arbitration as provided for hereafter. Any Dispute shall be referred to and finally resolved by arbitration in accordance with the provisions of this Article 15.
- 15.2 Whenever any arbitration is permitted or required hereunder to resolve a Dispute between the parties, arbitration proceedings shall be commenced by a party desiring arbitration (the “**Initiating Party**”) giving notice to the other party (the “**Responding Party**”) specifying the matter to be arbitrated and requesting an arbitrator thereof. If the Initiating Party and the Responding Party are unable to agree upon an arbitrator within five (5) days after delivery of such notice, then either party shall be entitled to make application to the Court pursuant to the *Arbitration Act, 1991* (Ontario) as amended from time to time, for selection of the arbitrator, and the provisions of such Act shall govern such selection. In the event of the failure, refusal or inability of the arbitrator to act, or continue to act, a new arbitrator shall be appointed in his or her stead, which appointment shall be made in the same manner as hereinbefore provided. The arbitrator shall thereupon proceed to hear the submissions of the parties, and shall render a decision within thirty (30) days after his or her appointment. The decision of the arbitrator shall be final and binding upon the parties and not subject to appeal. The arbitrator shall have the authority to assess the costs of the arbitration against any one or more of the parties. If the arbitrator does not render a decision within the time limits aforesaid, any party to the arbitration may cancel the appointment of the arbitrator so appointed and initiate new arbitration proceedings pursuant hereto. The arbitrator shall have access to all books and records relating to the Home and the parties will co-operate with the arbitrator and provide all information reasonably requested by the arbitrator.
- 15.3 Mediation and arbitration will take place in the City of Kawartha Lakes, or the City of Toronto, within the Province of Ontario, as mutually agreed by the Owner and Manager, acting reasonably.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

- 16.1 The Manager will receive direction from the Victoria Manor Committee of Management and senior staff of the Owner, as specifically identified to the Manager by the Owner, primarily the Director of Human Services acting on behalf of the Chief Administrative Officer. Provisions will be made by the Owner for regular meetings, reporting requirements, and ongoing communication with the Manager to ensure the Owner’s priorities and interests are followed, and accountability measures are in place. These accountability arrangements and requirements must be fluid and will be further developed during the Term hereof. The Manager will provide the information required by the Owner’s senior staff, the Committee of Management and Council to support their decision-making for the Home, and oversight of service levels and quality.
- 16.2 During the Term, the Home shall at all times be known and designated by the Name and accompanying phraseology, if any, as may from time to time be mutually approved by the Manager and the Owner, both acting reasonably.
- 16.3 Save as otherwise expressly set out in this Agreement, the Owner agrees that no provision of this Agreement (including the rights and remedies of the Owner for any default of the Manager), nor delivery of possession of the Home to the Owner upon the expiration of the Term shall confer upon the Owner or any transferee, assignee, or successor of the Owner, or any person, firm or owner claiming by or through the Owner, the right to use the Proprietary Property either alone or in conjunction with some other work or

words or any such trademark, logo or design in the use and operation of the Home by the Owner or any transferee, assignee or successor of the Owner, or any person, firm or owner claiming by or through the Owner. In the event of any breach of this covenant by the Owner, the Manager shall, unless specifically approved by the Manager, be entitled to damages or injunctive relief or to any other right or remedy at law or equity, and this provision shall survive the expiration or sooner termination of the Agreement.

- 16.4 All contracts for the Home entered into by the Manager in connection with the Manager's duties hereunder with any partner, officer, employee or Affiliate of the Manager or other person not at arm's length with the Manager shall require the Owner's prior written approval.
- 16.5 The headings preceding the text and articles hereof have been inserted for convenience of reference only and shall not be construed to effect the meaning, construction or effect of this Agreement.
- 16.6 It is acknowledged and agreed that this Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to the subject matter hereof.
- 16.7 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the party.
- 16.8 If any event of Force Majeure occurs or is likely to occur, the party directly affected will notify the other party forthwith, and will use reasonable commercial efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its duties, covenants and obligations under this Agreement. Subject to the foregoing, neither party will be liable to another for any delay, interruption or failure in the performance of their respective duties, covenant or obligations under this Agreement if an event of Force Majeure occurs, and in such event the time period for the performance or completion of any such obligation will be automatically extended for the duration of the event of Force Majeure.
- 16.9 The parties shall sign such further and other documents and agreements and do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full effect to this Agreement and every part hereof.
- 16.10 In this Agreement words imparting the singular number include the plural and vice versa and words imparting the masculine gender includes the feminine and neuter genders.
- 16.11 This Agreement may not be modified or amended except with the written consent of the parties.
- 16.12 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.
- 16.13 This Agreement shall enure to the benefit of and be binding on all valid successors and permitted assigns.
- 16.14 If a court of competent jurisdiction should declare any section of this Agreement to be invalid or unenforceable, such section or part of a section shall not be construed as being an integral part of the Agreement or having persuaded or influenced a party to this Agreement to execute the same, and it is hereby agreed that the remainder of the Agreement shall be valid and in full force and effect.
- 16.15 This Agreement may be executed: (a) by facsimile or electronically; facsimile and electronic signatures shall be treated as originals for all purposes; and (b) in any number of counterparts, each of which will be

deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

- 16.16 Subject to the following provisions of this paragraph, the Manager will keep as confidential all information relating to the affairs of the Owner and the Home which comes into the possession of the Manager or its officers, servants or agents, by reason of this Agreement or the performance by the Manager of services under the terms of this Agreement, and to the extent that it is within its power to do so the Manager will ensure that its officers, servants and agents keep such information as confidential. The Manager shall not, either while this Agreement is in force or at any time thereafter, disclose or make accessible to any of its shareholders or to any other person, firm or corporation any information concerning the private internal affairs of the Owner other than for the purposes and for the benefit of the Owner or as required by law and the Manager shall not, either while this agreement is in force or thereafter, use any such information for its own benefit or the benefit of its shareholders or to the detriment or intended or probable detriment of the Owner. To the extent that it is within the power of the Manager to do so, the Manager will ensure that no such information is so disclosed or used by its officers, servants or agents, provided that nothing in this Section shall preclude disclosure of such information by the Manager in pleadings or in evidence in the course of any legal proceedings under circumstances whereby the Manager is obliged to disclose such information or as may be required by law or to any governmental authority having jurisdiction over the Owner or the Manager and being entitled in law to receive such information or the disclosure of such information which has become public at the time of disclosure through no fault of the Manager or its officers, servants or agents.
- 16.17 The Manager and Owner agree as follows:
- (a) Any change in who has a controlling interest in the Manager under the Agreement shall be deemed to be a material amendment to the Agreement that requires the Director's approval under S. 110(6) of the Act;
 - (b) Upon termination or expiry of this Agreement or in the event of expiry of the Director's approval, the parties agree to effect an orderly transition of the management of the Home from the Manager to the Owner or another manager;
 - (c) The Manager shall operate the Home in accordance with the requirements under the Act;
 - (d) The Manager shall keep the Owner adequately informed about the operation of the home, including promptly giving the Owner any document served on or notice given to the Owner by being delivered to the Home;
 - (e) The Manager acknowledges that funding under the Act will be paid to the Owner, not to the Manager directly;
 - (f) The Manager acknowledges that the Director must approve this Agreement, and any material amendments to the Agreement, before it can become binding between the parties (pursuant to subsections 110 (4) & 110 (6) of the Act); and
 - (g) The Manager acknowledges that the Director's approval of the Agreement can be withheld, or withdrawn under subsection 110 (5) of the Act at any time without liability to any party hereunder.
- 16.18 The Manager shall maintain a current account with the WSIB and shall provide the Owner with a current valid WSIB Clearance Certificate in confirmation thereof. If the Manager is an independent operator, a letter from WSIB stating their Independent Operator status shall be supplied in lieu of a WSIB Certificate.
- 16.19 The Manager acknowledges that the personal information, personal health information, and other information, to which legislative exemptions from disclosure apply or may apply, and to which it has access in respect of the operation of the Home is confidential and that it will take all necessary and reasonable precautions to ensure that it is treated as such by the Home Employees and the Manager's

employees and agents. In this respect, the Manager shall comply with the *Municipal Freedom of Information and Protection of Privacy Act*, the *Personal Health Information Protection Act*, all other applicable privacy legislation, and the provisions in Schedule B. the Manager shall not use, and shall ensure that its employees and agents do not use, such information for any reason other than meeting its obligations under this Agreement. The Manager shall be responsible for any breach of the terms of this section by its employees and agents. In addition, during the course of this Agreement, the Manager may have access to other confidential information made available by the Owner which is either marked “confidential”, “proprietary” or words of like effect or which the Manager should reasonably understand to constitute confidential information of the Owner. The Manager agrees to use confidential information made available to it by the Owner solely for purposes contemplated by this Agreement and shall maintain the confidentiality of such information. The terms of this section shall survive the expiry or termination of this Agreement for any reason.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

By: _____
Andy Letham, Mayor

By: _____
Judy Currins, Clerk

We have the authority to bind the corporation pursuant to
Council Resolution _____

**THE ROYALE DEVELOPMENT GP
CORPORATION as a general partner of THE
ROYALE DEVELOPMENT LP**

By: _____
Authorized Signing Officer

By: _____
Authorized Signing Officer

I/We have the authority to bind the corporation

SCHEDULE “A”

STATEMENT OF WORK

See attached.

SCHEDULE "B"

Notice:

Article 5 and Schedule B of the agreement are confidential as mandatory exemptions under the Municipal Freedom of Information and Protection of Privacy Act, Section 10(1)(a) and (c), and must be redacted from any copies made for public use/ disclosure/ dissemination.

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Leadership		Manager to ensure that all Victoria Manor contractors (e.g., footcare, haircare, etc.) and Administrator follow and adhere to approved policies. Manager to provide local level contracts. Manager to ensure that all Victoria Manor employees follow and adhere to approved policies.	Jointly identify high risk policies (such as financial, quality risk and privacy policies) in both Victoria Manor and Sienna and either develop a cross-walk between both sets of policies or develop site-specific policies.
People			
Occupational Health and Safety			
Maintenance			
Emergency Management			
Business / Operations			
Resident Care			
Nursing Administration			
Infection Control			
Leisure and Well Being			
Dietary			
Housekeeping & Laundry			
Quality and Risk Management			
Operating Budget	Provide input and comments to the annual operating budget. Review and approve the annual operating budget at the Committee of Management and City Council.	Provide the Owner with an annual operating budget, for a 12 month period January 1 to December 31, which outlines revenues and expenses by month during the budget period in reasonable detail.	
Capital Budget (as negotiated)	Administrator to work in collaboration with the City Council and Committee of Management to approve capital budget for the year.	Prepare a capital budget showing expenditures required for Capital Improvements and Equipment (other than operating supplies) for a 12 month period January 1 to December 31.	
Monthly Income Statement / GL Report / Balance Sheet / Variance Reports	Victoria Manor to provide Manager with information needed to complete the monthly financial report.	Manager to provide monthly financial report to Victoria Manor management team, including an income statement with summary variance explanations and balance sheet. Manager to prepare financial statements on a monthly basis, in collaboration with the City of Kawartha Lakes.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Monthly Operations Report	n/a	Develop a Operations Report to the Committee of Management on a monthly basis with a status on the quality indicators (such as satisfaction surveys, incident reports, admissions, etc.), as required.	
Monthly Accounts Receivable Trial Balance Report	Review monthly accounts receivable trial balance report and follow up with overdue accounts. Prepare collection letters as per policy.	Prepare and post trial monthly. Manager books monthly allowance for bad debts.	
Resident Billing	Enter all the deposits, payments, NSF, auxillary charges in PCC and print monthly bills and upload of EFT files to the bank. Enter the refunds into PCC before check requisition sent to manager. To prepare and submit rate reductions.	Finalize the billing, month and journal entry for revenues and deposits. Ensure new rates are entered on an annual / as needed basis. Reconcile month end	
Hiring Employees	Number and roles of employees established and modified through amendments to the Organizational Chart, subject to CAO/ Council approval	Hiring process for all positions approved in the Organizational Chart	
Performance Management of all Employees		The Manager shall manage all staff of Victoria Manor on behalf of the Owner, including ensuring compliance with all policies and procedures of the Owner. Performance Management shall include the Manager establishing and maintaining a performance management policy system that supports professional development, the identification of sub-standard performance, performance improvement and employee recognition.	
Educational training for Employees		The Manager shall ensure that all staff have access to, and receive, all legislated or Ministry of Health and Long Term Care required training and education and have access to educational and development opportunities.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Payroll for Employees		Prepare and submit to the City on a biweekly basis. The Manager will provide all payroll functions for employees of Victoria Manor in compliance with the Owner's payroll requirements, including the payment of employees of the Facility and the withholding remittance of payroll deductions.	
Subsidy Calculation Worksheet	n/a	Prepare and submit to MOH on an annual basis.	
Trust account reconciliation		Reconcile trust accounts on a monthly basis.	
MOH Annual Revenue Reconciliation report	n/a	Prepare and submit the MOH ARR report	
MOH Occupancy Report	n/a	Prepare and submit to MOH on an annual basis.	
Committee of Management and City Council Meetings	n/a	Provide a briefing note to summarize performance, high risk issue investigations at a high level, occupancy numbers, percentage of employees receiving identified education and attend meetings etc. (on an ad hoc basis).	
Annual Victoria Manor Operating Plan	n/a	n/a	Jointly develop the Victoria Manor operating plan with the Administrator and team members.
MIS Trial Balance		Prepare the semi-annual (October 31 and May 31) MIS trial balance	
French Language Reports (if applicable)	n/a	n/a	Owner and Administrator to prepare as needed, in conjunction with the LSAA.
Staffing Reports		Victoria Manor to prepare and submit annually to MOHLTC.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
MOH Reconciliations (ARR) reports/support		Prepare the annual ARR report. Assist with responses to MOHLTC questions as needed.	
LAPS	Obtain Board approval and submit	Prepare LAPS report on an annual basis	
LSAA	Obtain Board approval and submit	Prepare LSAA report on an annual basis	
HQO QIP	Obtain Board approval and submit	Prepare HQO QIP report on an annual basis	
LSAA	Apply for and maintain licence as needed	Provide support, as needed	
MOH	Apply for and maintain licence as needed	Provide support, as needed	
Liquor	Apply for and maintain licence as needed	Provide support, as needed	
Other Licence	Apply for and maintain licence as needed	Provide support, as needed	
Electrical Permits	Apply for and maintain licence as needed	Provide support, as needed	
Renovation Permits	Apply for and maintain licence as needed	Provide support, as needed	
Other Permits	Apply for and maintain licence as needed	Provide support, as needed	
Administrator	The Owner has the right to approve the appointment of the Administrator. The Administrator will receive direction from the Victoria Manor Committee of Management and senior staff of the Owner, primarily the Director of Human Services acting on behalf of the Chief Administrative Officer. Provisions will be made for regular meetings, reporting requirements, and ongoing communication with the Manager to ensure Owner's priorities and interests are followed, and accountability measures are in place.	Hire and manage Administrator of Victoria Manor.	
VP Operations	n/a	Appoint a VP Operations to oversee management agreement.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Clinical Partners	n/a	As per management agreement.	
Informatics Partners	n/a	As per management agreement.	
Financial Partners	n/a	As per management agreement.	
Leisure and Well Being Partners	n/a	As per management agreement.	
Dietary and Menu Planning	n/a	As per management agreement.	
Building Services	n/a	As per management agreement.	
Human Resources		The Manager has the authority to manage all staff within Victoria Manor. The Manager shall be responsible for all Payroll functions for Victoria Manor including the payment of all salaries, wages and fringe benefits in the manner and timing required by the Owner.	The Owner may provide advice and guidance on Human Resources functions to support the operations of the Facility and to protect the Owner's interests, including, but not limited to: consultation and attendance at rights (grievance) arbitrations; participation as a committee member at collective bargaining and any resulting interest arbitrations; review and advice relating to Benefit plans; monitoring accuracy of benefit plan enrolment and correcting errors (regular errors meaning more than occasional but less than frequent); annual reconciliation of OMERS pension for Victoria Manor employees (auditing, enquiring and correcting multiple OMERS administration errors); ongoing advice on CUPE 855 Collective Agreement and any interactions necessary between 855 and Victoria Manor management; leadership role on Pay Equity processes, plan completion; guidance on particularly difficult employee situations, ie WSIB or accommodations that may have an impact on the City; and administration of positions within the City policies, ie: rating of VM positions using the non-union processes.
Infection Control Partner		As per management agreement.	
Environmental (Housekeeping and Laundry) Partners		As per management agreement.	

SCHEDULE A SCOPE OF WORK			
Areas	Owner's Responsibilities (Victoria Manor)	Manager's Responsibilities (Sienna)	Joint Responsibilities (Victoria Manor and Sienna)
Procurement Partners and Purchasing Power (as negotiated)		Sienna and employees of the Owner will follow the Owner's procurement policies and procedures. Including purchasing power.	
IT Support	Maintain all systems.	Maintain Yardi, PCC, Maintenance Care	
Access to Subject Matter Experts with Agreed Upon Terms (at Cost of Owner)			
Resident and Staff Satisfaction Surveys		Manager to provide all support required to facilitate surveys	
Accreditation Support			Jointly prepare for submissions and visits.
eLearning		Included.	
PCC		Included.	
Activity Pro		Included.	
Maintenance Care		included.	
Yardi		Included.	
UltiPro	N/A		
Synergy on Demand		Included.	