



**Frontenac County Council Meeting
Tuesday, April 18, 2017 – 8:30 a.m.
Kingston Frontenac Rotary Auditorium,
2069 Battersea Road, Glenburnie
Council will resolve into Closed Meeting
and will reconvene as regular Council at 9:00 am**

AGENDA

Page

Call to Order

Closed Session

- a) **Resolved That** Council resolve itself into Committee of the Whole closed session as authorized under Section 239 of The Municipal Act, to consider:

1. Adoption of Closed Minutes of Meetings held March 15, 2017;
2. Personal matters about an identifiable individual, including municipal or local board employees - as it relates to the salary grid of an employee of the Corporation;
3. A proposed or pending acquisition or disposition of land by the municipality or local board - as it relates to current negotiations of the acquisition of lands for the K&P Trail;
4. Personal matters about an identifiable individual, including municipal or local board employees - as it relates to an employee of the Corporation.

Resolved That Council rise from Committee of the Whole closed session with/without reporting

Approval of Addendum

Disclosure of Pecuniary Interest and General Nature Thereof

Adoption of Minutes

- a) **Minutes of Meeting held March 15, 2017**

Resolved That the minutes of the regular Council meeting held March 15, 2017 be adopted.

Deputations and/or Presentations

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- a) **Paul Charbonneau**, Chief/Director of Emergency and Transportation Services, will present Council with a Paramedic Services Week 2017 President's Video Message.

Proclamations

- a) **Paramedic Services Week**
PARAMEDICS; Always in Service/Toujours en service
May 27th to June 3rd, 2017

Whereas each year the paramedics of Frontenac Paramedic Services will respond to approximately 22,000 calls for assistance from the public;

And Whereas the paramedics are ready to provide lifesaving care to those in need 24 hours a day, 7 days a week, 365 days a year;

And Whereas access to quality emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury;

And Whereas the members of paramedic services teams, engage in thousands of hours of specialized training and continuing education to enhance their life saving skills;

And Whereas the members of paramedic services teams often find themselves in dangerous and traumatic situations requiring spontaneous decision-making;

And Whereas the members of paramedic services teams provide a vital pre-hospital service to the residents of the geographic area of the County of Frontenac and the City of Kingston;

Now Therefore Be It Resolved That the week of May 27 to June 3, 2017 be proclaimed **Paramedic Services Week** in the County of Frontenac with the theme of "**PARAMEDICS; "Always in Service/Toujours en service"**".

- b) **Emergency Preparedness Week**
May 7 to May 13, 2017

WHEREAS the Council of the County of Frontenac recognizes the importance of everybody being prepared for emergencies;

AND WHEREAS the goal of Emergency Preparedness Week is to raise community awareness and the need to prepare for the possibility of an emergency;

AND WHEREAS the safety of our community is the responsibility of each and every one of us, we must prepare now and learn how to secure a strong and healthy tomorrow;

Now Therefore Be It Resolved That the Council of the County of Frontenac hereby proclaim the week of May 7 to 13, 2017, to be **Emergency Preparedness Week** throughout the County of Frontenac with the theme of “**Emergency preparedness starts with you, #Prepare Your Selfie!**”;

And Further That all citizens are encouraged to make a plan, build a kit, stay informed and to participate in educational activities on emergency preparedness.

Move into Committee of the Whole

- a) **That** Council adjourn and meet as Committee of the Whole Council, with the Deputy Warden in the Chair.

Briefings

- a) **Mr. Howard Allan**, Allan Chartered Accountant, will provide County Council with a briefing regarding the 2015 County Audit.

[See Recommend Report a)]

- b) **Mr. David Millard**, Manager of Information Services, Lean 6 Sigma Yellow Belt will do a presentation on the Lean "Howe 2X" Project.

- c) **Mr. Joe Gallivan**, Director of Planning and Economic Development, will provide Council with a briefing on his 2017 Work Plan.

- d) **Mr. Kelly Pender**, Chief Administrative Officer, will provide Council with his monthly CAO briefing.

- e) **Ms. Marian VanBruinessen**, Director of Corporate Services/Treasurer and **Ms. Susan Brant**, Deputy Treasurer will provide County Council with a briefing on Long Range Financial Plan.

[See Information Reports, clause d) Report 2017-061, Long Range Financial Planning]

Unfinished Business

Recommend Reports from the Chief Administrative Officer

- a) **2017-050**
Corporate Services

2016 County of Frontenac Audited Financial Statements

Recommendation:

Resolved That the Council of the County of Frontenac receive the Corporate Services - 2016 Audited Financial Statements report;

And Further That the Council of the County of Frontenac approve the 2016 Audited Financial Statements of the Corporation of the County of Frontenac.

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- b) **2017-051**
Corporate Services
Land Ambulance Hwy 15 Lease Agreement

Recommendation:

Resolved That the Council of the County of Frontenac receive the Corporate Services – Finance – Land Ambulance Hwy 15 Lease Agreement report;

And Further That Council pass a by-law authorizing the Warden and Clerk to execute a lease agreement with the City of Kingston for the Hwy 15 Land Ambulance Station.

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- c) **2017-052**
Corporate Services
Federation of Canadian Municipalities (FCM) Contribution to Legal Defense Fund

Recommendation:

Resolved That the Council of the County of Frontenac receive this Corporate Services – Finance – Federation of Canadian Municipalities (FCM) Contribution to Legal Defense Fund;

And Further That Council authorize a payment to FCM based on \$.023 times the County population to be taken from the Stabilization reserve in 2017 and included in future annual base budgets.

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- d) **2017-053**
Corporate Services
2017 Property Tax Capping

Recommendation:

Be It Resolved That the Council of the County of Frontenac accept the Corporate Services – 2017 Property Tax Capping report;

And Further That the Council of the County of Frontenac adopt a bylaw setting the 2017 capping adjustment at 10% of the previous year's annualized tax or 10% of CVA tax, whichever is greater and a threshold of \$500 for increasing and decreasing properties for properties in the Commercial Class to which Part IX of the Act applies;

And Further That properties that were at CVA tax in 2016 are excluded from the capping and claw-back calculation in 2017;

And Further That properties that would move from being capped in 2016 to being clawed back in 2017 or from being clawed back in 2016 to being capped in 2017 as a result of the changes to the CVA tax caused by the 2017 reassessment be excluded;

And Finally That for all properties that become eligible within the meaning of subsection 331(20) of the Act, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of:

- a. the amount of the taxes determined for the property for 2017 under subsection 331(2), and
- b. the amount of the uncapped taxes for the property multiplied by one hundred per cent (100%) where "uncapped taxes" means the taxes for municipal and school purposes that would have been imposed for the taxation year but for the application of the cap.

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e) **2017-054**

Corporate Services

Proposed Amendments to the Municipal Act (Bill 68) – Comments and Concerns from the Association of Municipalities of Ontario

Recommendation:

Resolved That Council of the County of Frontenac receive the Proposed Amendments to the Municipal Act (Bill 68) – Comments and Concerns from the Association of Municipalities of Ontario and the Association of Municipal Managers, Clerk's and Treasurers of Ontario report;

And Further That the Council of the County of Frontenac hereby endorse the recommendations of AMO and AMCTO and recommend to the Province of Ontario that these recommendations be considered as part of deliberations with respect to Bill 68;

And Further That a copy of this resolution be forwarded to The Honourable Kathleen Wynn, Premier of Ontario, The Honourable Bill Mauro, Minister of Municipal Affairs, Sophie Kiwala, M.P.P. and Randy Hillier M.P.P.

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- f) **2017-056**
Fairmount Home
Long-Term Care Home Service Accountability Agreement (L-SAA) -
Schedule E - Form of Compliance Declaration

Recommendation:

Resolved That Council of the County of Frontenac receive the Fairmount Home Long-Term Care Home Service Accountability Agreement – Schedule E – Form of Compliance Declaration for recommendation;

And Further That the Council of the County of Frontenac direct the Clerk to sign the Long-Term Care Home Service Accountability Agreement Schedule E – Form of Compliance Declaration and return to the Local Health Integration Network as required under the *Local Health System Integration Act*.

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- g) **2017-057**
Corporate Services
Proposed Amendments to By-law 2013-0020 Regarding the Ability
of the Warden to be Elected Chair of a Committee of Council

Recommendation:

Be It Resolved That the Council of the County of Frontenac receive the Corporate Services – Proposed Amendments to By-law 2013-0020 regarding the ability of the Warden to be elected Chair of a Committee of Council report;

And Further That the Council of the County of Frontenac adopt Option noted in the report, that being:

And Further That By-law 2013-0020 be amended accordingly.

Information Reports from the Chief Administrative Officer

227 - 285

- a) **2017-055**
Emergency and Transportation Services
2016 Land Ambulance Service Review

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- b) **2017-058**
Corporate Services
2017 Reserve and Reserve Funds

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- c) **2017-059**
Office of the CAO

		Lean Project Year End Update
297 - 299	d)	2017-060 Corporate Services 2016 County of Frontenac Investment Report
300 - 309	e)	2017-061 Corporate Services Long Range Financial Planning
310 - 313	f)	2017-062 Human Resources Attendance Management Update
314 - 316	g)	2017-063 Corporate Services Direction regarding User Fees for the K&P Trail
317 - 320	h)	2017-064 Emergency and Transportation Services Community Paramedicine (CP) Funding Through the South East Local Health Integrated Network (LHIN)

Reports from Council Liaison Appointees

- a) Emergency and Transportation Services - Councillor Nossal
- b) Long Term Care (Fairmount Home) - Councillor Inglis
- c) Corporate Services - Councillor Dewey
- d) Planning and Economic Development - Councillor McDougall

Reports from External Boards and Committees

- a) Kingston Frontenac Library Board Update - Warden Vandewal
- b) KFL&A Public Health Board Update - Councillor Doyle
- c) RULAC, LSR and Other Updates
- d) Algonquin Land Claim Update - Councillor Inglis
- e) Frontenac County Youth Justice Advisory Committee Update - Councillor Nossal
- f) Housing and Homelessness Committee Update - Councillor McDougall
- g) Rideau Corridor Landscape Steering Committee Update - Councillor McDougall
- h) Eastern Ontario Warden's Caucus Update - Warden & CAO
- i) Mississippi Rideau Tay Rural Health Hub Organizing Committee - Councillor Smith

- j) Food Policy Council of Kingston, Frontenac, Lennox and Addington - Councillor Doyle

Reports from Advisory Committees of County Council

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a) Report of the Community Development Advisory Committee

All items listed on the Community Development Advisory Committee Report shall be the subject of one motion. Any member of County Council may ask for any item(s) included in the Community Development Advisory Committee Report to be separated from that motion and considered separately, whereupon the Community Development Advisory Committee Report without the separated item(s) shall be put to the vote and the separated item(s) shall be considered immediately thereafter.

THAT the Report received from the Community Development Advisory Committee be received and adopted.

Report of the Community Development Advisory Committee

The Community Development Advisory Committee reports and recommends as follows:

1. 2017-043

Community Development Advisory Committee Frontenac Trails Network

Whereas development of the K&P Trail is now nearing completion;

Be It Resolved That County Council continue to support a regional strategy towards trail development for active transportation and recreation by completing the Frontenac portion of the K&P Trail as the connecting spine through Frontenac;

And Further That Council approve the following:

1. **That** the County continue to coordinate with Frontenac Townships, neighbouring municipalities and local trails groups to continue to promote the K&P Trail and Frontenac Trail network as it continues to grow;
2. **That** the County work with neighbouring municipalities and trails groups for the inclusion of the K&P trail as part of the Algonquin to Adirondack trail.
3. **That** the development of a fee structure associated with use of K&P Trail not be pursued at this time;
4. **That** the County finalize the agreement with EOTA, as previously

directed.

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b) **Report of the Planning Advisory Committee**

All items listed on the Planning Advisory Committee Report shall be the subject of one motion. Any member of County Council may ask for any item(s) included in the Planning Advisory Committee Report to be separated from that motion and considered separately, whereupon the Planning Advisory Committee Report without the separated item(s) shall be put to the vote and the separated item(s) shall be considered immediately thereafter.

THAT the Report received from the Planning Advisory Committee be received and adopted.

Report of the Planning Advisory Committee

The Planning Advisory Committee reports and recommends as follows:

1. **2017-029**
Planning Advisory Committee
Director of Planning and Economic Development – 2017
Work Plan:
That County Council approve the 2017 work plan for the Director of Planning and Economic Development as it relates to Planning matters;
And Further That the Director provide an overview of his work plan to County Council and the Councils of each of the member municipalities.
2. **2017-046**
Planning Advisory Committee
Adoption of a Planning Advisory Committee Public Meeting Policy
Be It Resolved That the Council of the County of Frontenac adopt a Planning Advisory Committee Public Meeting Policy attached as Appendix A.
3. **2017-047**
Planning Advisory Committee
Adoption of a Planning Advisory Committee Site Visit Policy
Be It Resolved That the Council of the County of Frontenac adopt a Planning Advisory Committee Site Visit Policy attached as Appendix B.
4. **2017-049**
Planning Advisory Committee
North Frontenac Draft Official Plan Review
Be It Resolved That the Council of the County of Frontenac agrees that the North Frontenac Draft Official Plan is an excellent

Plan and has no comments;

And Further That a copy of this resolution be provided to the Township of North Frontenac.

Return to Council

- a) **That** Council revert from Committee of the Whole Council, to Council.

Adoption of the Report of the Committee of the Whole Council

- a) **That** the report of the Committee of the Whole Council be adopted and that the necessary actions or by-laws be enacted.

Motions, Notice of Which has Been Given

Giving Notice of Motion

Communications

That Council consent to the following communications of interest to Council listed below be received and filed:

- a) Announcement of Premiers Award for Agri-Food Innovation Excellence
[Distributed to Council on March 17, 2017]
- b) Ontario Chamber of Commerce - Economic Report 2017
[Distributed to Council on March 17, 2017]
- c) February 22, 2017 Kingston Frontenac and Lennox & Addington Board of Health Meeting Minutes
[Distributed to Council on March 24, 2017]
- d) Ontario Association of Fire Chiefs 2017 Municipal Officials Seminar
[Distributed to Council on March 24, 2017]
- e) Ontario Association of Fire Chiefs 2017 Municipal Officials Seminar
[Distributed to Council on March 24, 2017]
- f) Sylvia Jones, MPP Would Like to Hear Concerns Regarding Ontario Government Infrastructure
[Distributed to Council on March 24, 2017]

- g) FCMS' Legal Defense Fund Needs the County's Help to Restore the Long-Term Health of the Fund
[Distributed to Council on March 24, 2017]
- h) Ministry of Natural Resources and Forestry 2017-2018 Inspection of Approved Annual Work Schedule
[Distributed to Council on March 24, 2017]
- i) NPTW Kirkland Lake Wood Poles Field Memo
[Distributed to Council on March 24, 2017]
- j) From Randy Hillier regarding the Delivery of ODSP Services to Frontenac County
[Distributed to Council on March 31, 2017]
- k) March 27, 2017 Kingston & Frontenac Housing Corporation Public Agenda
[Distributed to Council on March 31, 2017]
- l) Letter to Premier Wynne from Town of Northeastern Manitoulin and the Islands regarding Hydro Delivery
[Distributed to Council on March 31, 2017]
- m) Letter to Premier Wynne from the Town of Northeastern Manitoulin and the Islands regarding Hydro Delivery
[Distributed to Council on March 31, 2017]
- n) 2nd Rural Summit on Poverty and Housing Invitation 2017
[Distributed to Council on March 31, 2017]
- o) Community Awareness Day 2017 Invitation
[Distributed to Council on March 31, 2017]
- p) South Frontenac Council Resolution Regarding Schedule 11 of By-Law 2016-73
[Distributed to Council on March 31, 2017]
- q) From the Integrity Commissioner Regarding Subsequent Correspondence
[Distributed to Council on March 31, 2017]
- r) Notice of Public Meeting from the County of Lennox & Addington

Concerning Proposed Amendment Number 2
[Distributed to Council on April 7, 2017]

- s) Notice of Public Meeting from the County of Lennox & Addington regarding O.P. Amendment Number 1
[Distributed to Council on April 7, 2017]
- t) Water Quality Management of Lake Trout Lakes in County of Frontenac 2005 - 2012
[Distributed to Council on April 7, 2017]
- u) From the Township of North Frontenac regarding County resolution on Solid Waste
[Distributed to Council on April 13, 2017]
- v) From the Township of South Frontenac regarding County Motion on Solid Waste
[Distributed to Council on April 13, 2017]
- w) Kawartha Lakes Resolution Regarding Certified Crop Advisors
[Distributed to Council on April 13, 2017]
- x) Rideau Corridor Awards Program Application Form
[Distributed to Council on April 13, 2017]

Other Business

Public Question Period

By-Laws – General By-laws and Confirmatory By-law

- a) First and Second Reading
Resolved That leave be given the mover to introduce by-laws a) through f) that have been circulated to all Members of County Council and that by-laws a) through f) be read a first and second time.
- b) Third Reading
Resolved That by-laws a) through f) be read a third time, signed, sealed and finally passed.

By-Laws

335	a) To Appoint a Treasurer (Proposed By-Law No. 2017-0014)
336 - 337	b) 2017 Property Tax Capping (Proposed By-Law No. 2017-0015)
338	c) To Authorize the Warden and Clerk to execute a Lease Agreement with the City of Kingston for FPS Hwy 15 Base (Proposed By-Law No. 2017-0016)
	d) To Amend By-Law 2013-0020 (Section 26) - The Ability of the Warden to be Elected Chair of a Committee of Council (Proposed By-Law No. 2017-0017)
339 - 351	e) To authorize the Warden and Clerk to Execute an Agreement with the EOTA (Proposed By-Law No. 2017-0018)
352 - 353	f) Confirmation of All Actions and Proceedings (Proposed By-Law No. 2017-0019)

Adjournment



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Minutes of the Regular Meeting of Council March 15, 2017

A regular meeting of the Council of the County of Frontenac was held in the Kingston Frontenac Rotary Auditorium at the County Administrative Office, 2069 Battersea Road, Glenburnie on Wednesday, March 15, 2017 and was called to order at 9:00 a.m. Regular business commenced at 9:48 a.m.

There was a "Closed Meeting" of the Committee of the Whole from 9:00 a.m. to 9:37 a.m.

Present: Warden Ron Vandewal, Councillors Denis Doyle, Fran Smith, Natalie Nossal, Tom Dewey, John Inglis and John McDougall

Regrets Deputy Warden Higgins

Also Present:

County:
Kelly Pender, Chief Administrative Officer
Paul Charbonneau, Chief/Director of Emergency &
Transportation Services
Joe Gallivan, Director of Planning and Economic Development
Marian VanBruinessen, Director of Corporate
Services/Treasurer
Lisa Hirvi, Administrator-Fairmount Home
Jannette Amini, Manager of Legislative Services/Clerk
Richard Allen, Manager of Economic Development
Marco Smits, Communications Officer

Media: Jeff Green, The Frontenac News and Elliot Ferguson, The Kingston Whig Standard

Closed Session

Motion #: 41-17 Moved By: Councillor Doyle
Seconded By: Councillor Smith

Resolved That Council resolve itself into Committee of the Whole closed session as authorized under Section 239 of The Municipal Act, to consider:

1. Adoption of Closed Minutes of Meeting held February 15, 2017;

2. Advice that is subject to solicitor-client privilege, including communications necessary for that purpose – as it relates to the Howe Island Ferry;
3. Personal matters about an identifiable individual, including municipal or local board employees – as it relates to employees of the Corporation.

Carried

Motion #: 42-17 Moved By: Councillor Nossal
Seconded By: Councillor Dewey

Resolved That Council rise from Committee of the Whole “closed session”, with the Warden reporting.

Carried

Warden Vandewal noted that the County will be defending its recent decision regarding the Howe Island Ferry and that a statement will be released later today.

Disclosure of Pecuniary Interest and General Nature Thereof

There were none.

Adoption of Minutes

a) Minutes of Meeting held on February 15, 2017

Motion #: 43-17 Moved By: Councillor McDougall
Seconded By: Councillor Inglis

Resolved That the minutes of the regular Council meeting held on February 15, 2017 be adopted.

Carried

Deputations and/or Presentations



Proclamations



Move into Committee of the Whole

Motion #: 44-17 Moved By: Councillor Smith
Seconded By: Councillor Nossal

That Council adjourn and meet as Committee of the Whole Council, with the Warden in the Chair.

Carried

**c) 2017-036
Emergency and Transportation Services
2016 Legislated Response Time Standard Performance Plan -
Reporting to the Ministry of Health and Long Term Care (MOHLTC)**

Motion #: 47-17 Moved By: Councillor Doyle
Seconded By: Councillor Smith

Resolved That the Council of the County of Frontenac receive the Emergency and Transportation Services – 2016 Legislated Response Time Standard Performance Plan Reporting to Ministry of Health and Long Term Care (MOHLTC) for information,

And Further That the 2016 Response Time Standard Performance Plan outcomes for the County of Frontenac be reported to the Director, Emergency Health Services Branch, Ministry of Health and Long Term Care as required by legislation.

Carried

d) **2017-037**
Office of the CAO
K&P Trail Fencing

Motion #: 48-17 Moved By: Councillor Nossal
Seconded By: Councillor Dewey

That with respect to fencing abutting County owned trail lands, the County of Frontenac confirm as follows:

1. In accordance with the *Line Fences Act*, Sec 20, where a land owner provides proof of farming activities and where trail lands were purchased from a railway company, that the County will be 100% responsible for the construction and maintenance of fencing along the property line;
2. Where a land owner provides proof of farming activities and where trail lands were purchased from a person or entity other than a railway company, that the County will be 50% responsible for the construction and maintenance of fencing along the property line, with the property owner having the choice of sharing equally in the construction and installation of the fence or having the County supply the fence;
3. Where special circumstances warrant a fence abutting where farming activities are not present, Council will make an individual determination on a case by case basis; and

Notwithstanding any of the above, the rights of any property owner to exercise their rights under the *Line Fences Act* remain.

Carried

Information Reports from the Chief Administrative Officer

- a) **2017-038
Corporate Services
2016 Remuneration and Reimbursement of Expenses to Council
Members and Non-Council Appointees Report**
- b) **2017-039
Corporate Services
Review of Program Based Marginal Analysis (PBMA) Budget Process**

Reports from Council Liaison Appointees

- a) **Emergency and Transportation Services - Councillor Nossal**

No Updates

- b) **Long Term Care (Fairmount Home) - Councillor Inglis**

Councillor Inglis provided an overview of the Fairmount Home liaison activities since the last Council meeting.

- c) **Corporate Services - Councillor Dewey**

Councillor Dewey provided an overview of the Corporate Services liaison activities since the last Council meeting.

- d) **Planning and Economic Development - Councillor McDougall**

Councillor McDougall provided an overview of the Planning and Economic Development liaison activities since the last Council meeting.

Reports from External Boards and Committees

- a) **Kingston Frontenac Library Board Update - Warden Vandewal**

No Report

- b) **KFL&A Public Health Board Update - Councillor Doyle**

Councillor Doyle provided an update of the happenings of the KFL&A Public Health Board since the last meeting.

c) RULAC, LSR and Other Updates

No Report

d) Algonquin Land Claim Update - Councillor Inglis

No Report

**e) Frontenac County Youth Justice Advisory Committee Update -
Councillor Nossal**

No Report

**f) Housing and Homelessness Committee Update - Councillor
McDougall**

Councillor McDougall provided an update of the happenings of the Housing and Homelessness Committee since the last meeting.

**g) Rideau Corridor Landscape Steering Committee Update - Councillor
McDougall**

No Report

h) Eastern Ontario Warden's Caucus Update - Warden & CAO

A meeting will be held in May with MP's.

**i) Mississippi Rideau Tay Rural Health Hub Organizing Committee -
Councillor Smith**

No Report

**j) Food Policy Council of Kingston, Frontenac, Lennox and Addington -
Councillor Doyle**

No Report

Adjournment

Motion #: 56-17 Moved By: Councillor Doyle
Seconded By: Councillor Smith

That the meeting hereby adjourn at 10:27 a.m.

Carried

Ron Vandewal, Warden

Jannette Amini, Clerk

Frontenac Howe Islander Ferry Quality Improvement Project Report Out

HOWE2X

April 18, 2017



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Original Issues

- What are the issues and concerns for customers boarding the ferry including toll collection.



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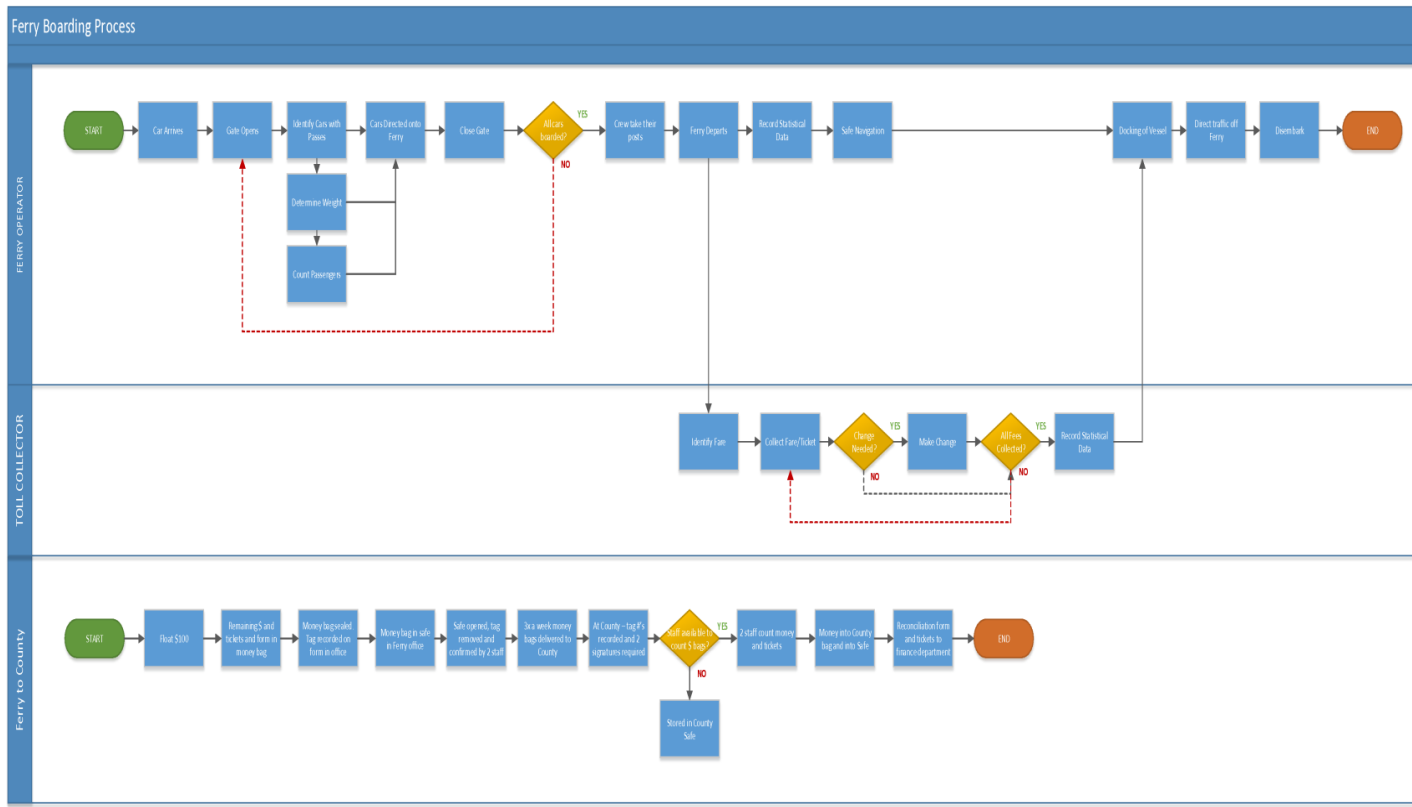
Problem Statement

- The current ferry process has a number of issues which revolve around cash and pass management.



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Current Process Map



Measurements

1. Time to Collect Fares
2. Number of Times to make change
3. Number of trips with fares not collected
4. Number of uncollected fares per trip.
5. Number of times to drive money bags to County and return to Ferry.
6. Number of days from when money bags arrive until counted.
7. Length of time to count money.
8. Number of times the money/tickets do not balance
9. Time to do finale reconciliation.



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Measurement Data

- **Data was collected from:**
 - January 5 to January 18, 2016
- **During that time period there were 893 crossings from mainland to the island.**



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Analyze

Yellow Tickets Sold	Pink Tickets Sold	Total Tickets Sold
250	21	271

Total Time to Collect fares
235 Minutes

Average Time to Collect 1 Fare
0.867 Minute



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Analyze

Number of times to make change

24 times in 271 passes sold
9% of the time



FRONTENAC

Analyze

Number of trips with fares not collected

0 times in 893 passes sold
0% of the time



FRONTENAC

Analyze

Number of uncollected fares per trip

0 times in 893 passes sold
0% of the time



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Analyze

**Number of times to drive money bags to
County and return to ferry terminal**

5 round trip

Usual delivery schedule is Monday - Wednesday - Fridays

One-way trip = 17 - 20 minutes, 17.5 Km

Round trip= 34 - 40 minutes, 35 Km



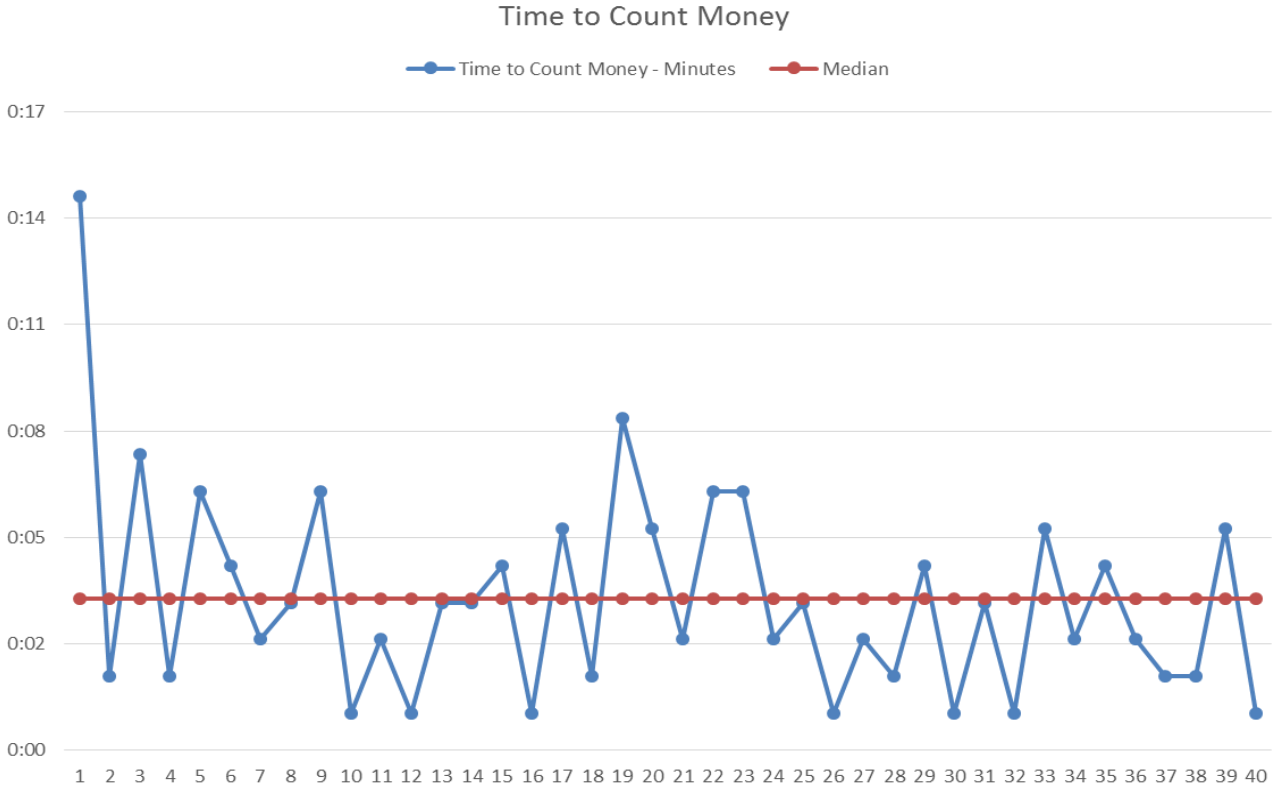
FRONTENAC

Analyze



FRONTENAC

Analyze



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Analyze

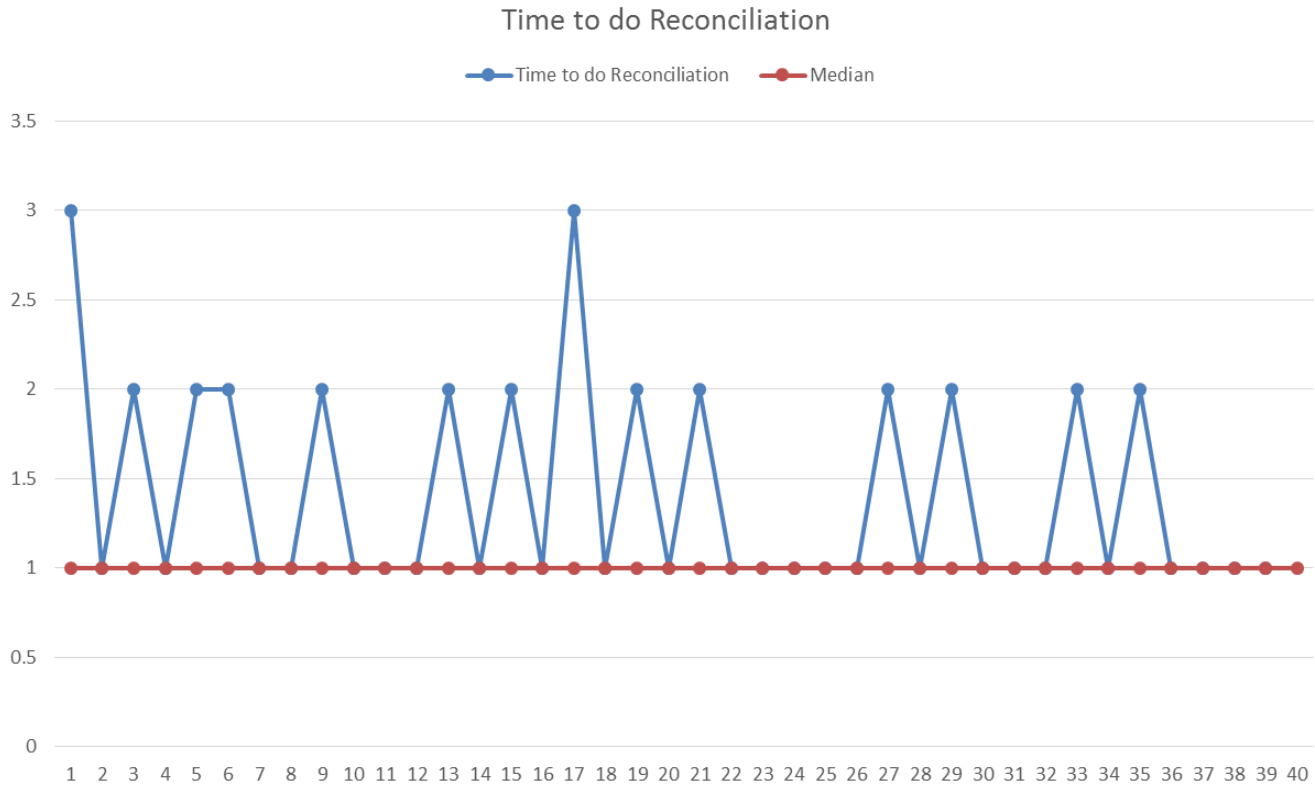
**Number of times the money/tickets do
not balance**

**12 times in 40 bags counted
30% of the time**



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Analyze



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Recount

The team agreed to do a recount within a busier time of year.

It was agreed to do a week long recount during the time period of
June 13 - June 19, 2016 (7 days)

The following data is from that time period.



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Analyze

Recount Data

Yellow Tickets Sold	Pink Tickets Sold	Total Tickets Sold
365	11	376

Total Time to Collect fares
259 Minutes

Average Time to Collect 1 Fare
0.688 Minute



Analyze

Compare Data

January 5 – 17, 2016 (13 days)			June 13 – 19, 2016 (7 days)		
Yellow Tickets	Pink Tickets	Total Tickets	Yellow Tickets	Pink Tickets	Total Tickets
250	21	271	365	11	376
Total Time to Collect Fares			Total Time to Collect Fares		
235 Minutes			259 Minutes		
Average Time to Collect 1 Fare			Average Time to Collect 1 Fare		
0.867 Minutes (52.02 seconds)			0.688 Minutes (41.28 seconds)		


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Analyze

Total Tickets Sold by Collection Period

January 5 – 17, 2016 (13 days)				June 13 – 19, 2016 (7 days)			
	Yellow	Pink	Total		Yellow	Pink	Tickets
Days	235	21	256	Days	308	10	318
Nights	15	0	15	Nights	57	1	58
Total	250	21	271	Total	365	11	376



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Analyze

After analyzing the results from both data collection periods the team decided to focus our efforts on the cash and pass management processes.



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Aim Statement

The aim of the Howe 2X project is to reduce the number of trips to the County Office from the Ferry terminal by half. Reduce the number of staff to perform some tasks by half and to ease the boarding process for customers and staff.



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Improve

PDSA 1

Reduce the number of people to count the money bags. (From 2 down to 1)

Date Implemented:

Jan 17, 2017

Same number of people but changed who counts the money bags.



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Improve

PDSA 2

*Two trips per week from the Ferry Terminal
to the County offices on Monday and Fridays*

Date Implemented:

Jan 17, 2017

Implemented as only one trip per week.



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Improve

PDSA 3

Reduce the number of people required to open ferry safe from 2 down to 1

Date Implemented:

Not implemented as it circumvents good accounting practices



FRONTENAC

Improve

- *The number of trips to the County Building were reduced from three per week to one.*
 - » *Each round trip covered a distance of 35Km and took between 35 – 40 minutes.*
 - » *Eliminating the two trips per week resulted in a 70 Km reduction in transportation and a reduction of staff time by 1 hour and 10 minutes per week.*



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Improve

- *The recommended change to have only one staff count the money bags at the County administration building was altered. For accounting purposes we maintained two staff counting the money. But changed the second staff member to be the Ferry staff member that is delivering the bags.*
- *This change reduced the wait time for the money bags to be counted from 3.375 days to 0.*



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Aim Statement

The aim of the Howe 2X project is to reduce the number of trips to the County Office from the Ferry terminal by half. Reduce the number of staff to perform some tasks by half and to ease the boarding process for customers and staff.



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Control

Fundamental Change:

- *New larger capacity safe was purchased and installed at the Ferry Terminal allowing for more money bags to be stored.*

Standard Work

- *Changes in the delivery schedule of money bags to the County building.*
- *Change in who observes the counting of money at County Building.*

Policy & Procedure

- *Suggestion(s) to County SLT and Township Staff for consideration in new policy development.*



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Lessons Learned

- *The Six Sigma portion of the process is what validates your improvement.*
- *The data provides benchmarks and highlights where your efforts should be focused.*



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Next Steps

Additional Ideas bring forward:

- *Electronic toll collection*
- *Add Ferry fees to the Howe Island Tax role*
- *Offer a trailer pass to pass holders at a reduced rate*



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The Team!

Team Sponsor:

- Paul Charbonneau

Team Lead:

- Mel Beaubiah

Facilitator:

- David Millard

Team Members:

- Councillor Natalie Nossal
- Carol Dwyer
- Nancy Mallette
- Campbell Daily
- Mel Beaubiah



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Thank You

Questions?



FRONTENAC

Administrative Report

April 18, 2017
Report 2017-03



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Meeting Schedule

- EOWC CAO's meeting – Mar. 17
- Goats in Frontenac Information Sessions – Mar. 23
- Eastern Ontario Leadership Council Meeting – Mar. 24
- Frontenac CAO meeting – April 6
- CDAC meeting – April 6
- Kingston Leadership Council – April 7
- Planning Advisory Committee meeting – April 10
- Hartington OMB Hearing – Commences May 8 in South Frontenac Council Chamber



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Policy Updates

- Comments re: Bill 68 Amendments to the Municipal Act – See Report



Policy Updates

- **Budget Eliminates Municipal Office-holder Tax Exemption:** The federal government's 2017 budget [includes a provision](#) that will eliminate a tax exemption that some municipalities use.
- **Government Releases Strategy for a Waste-Free Ontario:** The Ministry of Environment and Climate Change [released a discussion paper](#) that outlines its strategy to divert more waste from landfills.
- **Province Releases Basic Income Feedback:** The Government of Ontario has [released a report](#) that summarizes the feedback it received on how to design a basic income pilot project.
- **AMO Releases Op-Ed on Municipal Funding Model:** Last month AMO President Lynn Dollin [wrote a letter-to-the-editor](#) of the Toronto Star arguing that "our 150-year-old way of funding local government is failing to keep up."



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Policy Updates cont.

- **Big City Mayors' Caucus Forms Fentanyl Task Force:** The Federation of Canadian Municipalities' Big City Mayors' Caucus launched a task force to tackle the fentanyl crisis.
- **Federal Government's Infrastructure Program Lacks Planning, according to Senate Report:** According to a new report released by the Senate Committee on National Finance, the federal government has not developed a coherent strategic plan for the billions of dollars it intends to spend on infrastructure.



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AMO Updates

Federal Matters

Connect to Innovate will invest up to \$500 million by 2021 to support new and upgraded backbone and last-mile infrastructure projects in underserved rural and remote communities across Canada. Applicants could access the [Connect to Innovate](#) website and prepare an application. Applications were to be submitted online as early as January 16, 2017 with a deadline for submissions being March 13, 2017 at 12 p.m. Eastern Standard Time.



Eastern Ontario Leadership Council - Update

- Joint EOWC and EOMC committee intended to coordinate the implementation of the regional (high level) Economic Development Strategy. Three priority areas:
 1. Workforce Development + Deployment
 2. Technology Integration + Innovation
 3. Integrated + Intelligent Transportation Systems
- Three working groups established to guide the process
- RED Grant application submitted to support and implement
- EOWC to receive full update on April 20-21



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Eastern Ontario Growth Plan

- Originally intended to be a guiding document to direct growth
- Extensive effort by EOWC in 2016 to convince the Province that this needs to be growth focused and supporting the EOLC
- Currently looking positive that this message will shape the Provincial policy direction on growth



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Economic Development Update

- Continue to implement projects related to grant funding – supported through CDAC and member municipalities:
 - Accommodations Study - \$50K
 - Brand Recognition/Signage - \$85K
 - Ferry by Foot – \$65K
 - Local Food / Agri Business Awareness - \$110K
 - Trail / Artisan / Farm Gate Signage – \$135K
 - Economic Development Web Portal – \$30K

R. Allen meeting with all Frontenac Councils



FRONTENAC

Economic Development Update

- 72 Brand Ambassadors to date
- 53 attended March 30th Brand Ambassador Networking event, with all 4 Townships represented
- Approximately 500 visitors attended Conboy's Annual Maple Weekend event April 1 & 2

“you saw for yourself how successful [Frontenac’s] help was in promotion of this event. We had many people (young families) from Verona, Sydenham and Kingston who certainly didn’t know us until they saw it through [the Brand Ambassador] program.”

“it is the first time in my life that I felt the County was doing something to help businesses be successful and county wide.”



Tourism Marketing Plan Development

- Several ongoing initiatives are being rolled together into a tourism marketing plan with the goal of attracting visitors to Frontenac County.
Developed as a result of feedback from Brand Ambassadors, and will help to expand recognition of the Frontenac Brand.
Visitors to Frontenac are important to many businesses across the County, and are closely associated with the three key themes of the economic development charter:
 - Trips and Trails
 - Food and Beverage
 - Recreational Lifestyle
- CDAC enthusiastically supports the initiative.
- 2017 will be a pilot year, with results informing a coordinated strategy for 2018, which will be brought forward later this year.



Tourism Marketing Plan Development – Work plan Sample

April - June

- Develop draft Tourism Marketing Plan
- Develop draft itineraries
- Develop “Frontenac Adventure Guide”
 - Based on key economic development themes
 - Pilot project for 2017 Summer Season
- Engage Brand Ambassadors for feedback
- Expand Frontenac promotional line
- Launch online interactive map
- Capture professional video and photos of adventures, people, and landscapes that define Frontenac (10 month process)
- Develop and launch social media strategy
- Distribute brochure in Frontenac and beyond
- Begin design and installation of regional signage
- Participate in Kingston’s Tourism Awareness Week
- Continue sale of Frontenac promotional items
- Attend Seed to Sausage’s Day of the Pig
- Plan & Host Familiarization (FAM) Tour



Tourism Marketing Plan Development – Work plan Sample

July - September

- Begin content marketing based on S2S event + FAM
- Begin incorporating professional photography in website and on social media (as appropriate)
- Develop draft plan for email marketing and contesting
- Continue to seek new content marketing opportunities
- Begin development of strong winter-based itineraries
- Pending MTO process, install 401 Area Profile Signs
- Attend Wolfe Island Music Festival
- Begin installation of entry-point signage
- Based on feedback + data from pilot project, begin formal plan for 2018

October - December

- Continue to capture video and photos
- Launch email marketing and contesting
- Pending content of winter itinerary, begin promotion
- Gather Brand Ambassadors for celebration and feedback on plans for 2018



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Verona Trailhead

- Property acquired
- Demolition and clean up to begin in year May
- Targeting summer opening for the parking lot
- Budget \$160K
- Thank you to SF staff for cooperation regarding road access and potential use of material for landfill cover
- All work and monitoring will conform to MOE regulations and be supervised by Malroz



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Waste Management

- Public Works Managers + Cambium met with CAOs on April 6th regarding County motion and the future of waste management
- Recommendation from the PWMs and Cambium to follow asap
- Impacts of Bill 151 will be taken into account



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Provincial Offense

- The Ministry of Transportation (MTO) has confirmed that as of May 1 drivers with defaulted *Provincial Offences Act* (POA) fines (such as speeding fines) dating back to May 1, 2010 will be unable to renew their vehicle plates until defaulted fines have been paid. The Ministry of the Attorney General (MAG) has also made changes to allow municipal governments to recoup the costs of using collection agencies to collect defaulted fines.

Twitter Stats – FPS – March



Mar 2017 • 31 days Frontenac Paramedics

TWEET HIGHLIGHTS

MAR 2017 SUMMARY

Tweets	Tweet impressions
78	219K
Profile visits	Mentions
9,479	210
New followers	Followers on May 31, 2017
118	2,656

Top Tweet earned 22.9K impressions

Three Frontenac paramedics in hospital for decontamination and assessment
[twitter.com/fpsparamedics/...](https://twitter.com/fpsparamedics/)

12 60 31

Top Follower followed by 1.05M people



DJ KING ASSASSIN
[@djkingassassin](https://twitter.com/djkingassassin) **FOLLOWS YOU**

DJ & Producer for #2Pac #IceT #Cold187 #Kokane #Treach #EazyE #Roger #Zapp #Wyclef #ShockG #MCHammer #HouseOfMarley
booking@djkingassassin.com

Top mention earned 4,285 engagements

C.E.R.T Kingston
[@CERT_Kingston](https://twitter.com/CERT_Kingston) · Mar 16

@kingstonpolice caught this driver not obeying the lights/sirens of @FPSParamedics on the way to Tuesdays MVC. @EmergMgt @YGKTraffic #ygk
pic.twitter.com/dJNbPWwTul



23 107 230

[View Tweet](#)

Top media Tweet earned 8,160 impressions

FPS Paramedics on scene 2 vehicle collision Division & John Counter 75 year male treated for minor injuries. ^tf
pic.twitter.com/fd8WNNtmMs



10 11



Twitter Stats – County – March

Mar 2017 • 31 days Frontenac County

TWEET HIGHLIGHTS

MAR 2017 SUMMARY

Tweets	Tweet impressions
55	42K
Profile visits	Mentions
1,871	60
New followers	Followers as of March 31, 2017
28	1,644

Top Tweet earned 5,402 impressions

Warden Vandewal starts w/ big thanks to 1st responders, paramedics, hospital staff, everyone involved in yesterday's #HWY401 event #FrontCnl

9 27

Top Follower followed by 33.9K people



'Women's Power' Book

@WomensPowerBook FOLLOWS YOU

Inspired by JohnGreen's #book topping NewYork #chart we air history's FIRST PastPresentFuture gluing one #author BOOK & await critique Follow- Get 3D icon in DM

Top mention earned 55 engagements



Marco Smits

@Marco_Smits · Mar 27

Wondering what it's like today #inFrontenac while checking out the scenery in #Amsterdam @Iamsterdam @FrontenacCounty pic.twitter.com/OAzVeFvNWW



3 3 13

Top media Tweet earned 1,744 impressions

Rob & Nancy Moore living their dream #inFrontenac since taking ownership of the Cardinal Café & Shop in Sharbot Lake infrentenac.ca/en/local-busin... pic.twitter.com/WOq6qz03Z8

Home/Local Business/Success Stories



Cardinal Café

The success of Sharbot Lake's Cardinal Café, owned and operated by Rob and Nancy Moore, goes to show that young, skilled entrepreneurs are at home and happily thriving inFrontenac.

Sometimes the Cardinal Café is quiet and introspective, other times it's loud and busy in that inviting, family-reunited kind of way. Whatever the mood, the vaulted ceiling and crisscrossing beams, swaths of colour cast by stained glass windows, and happyfriendlyhost owners Rob and Nancy are always there to welcome customers to their café in a church.



8 14

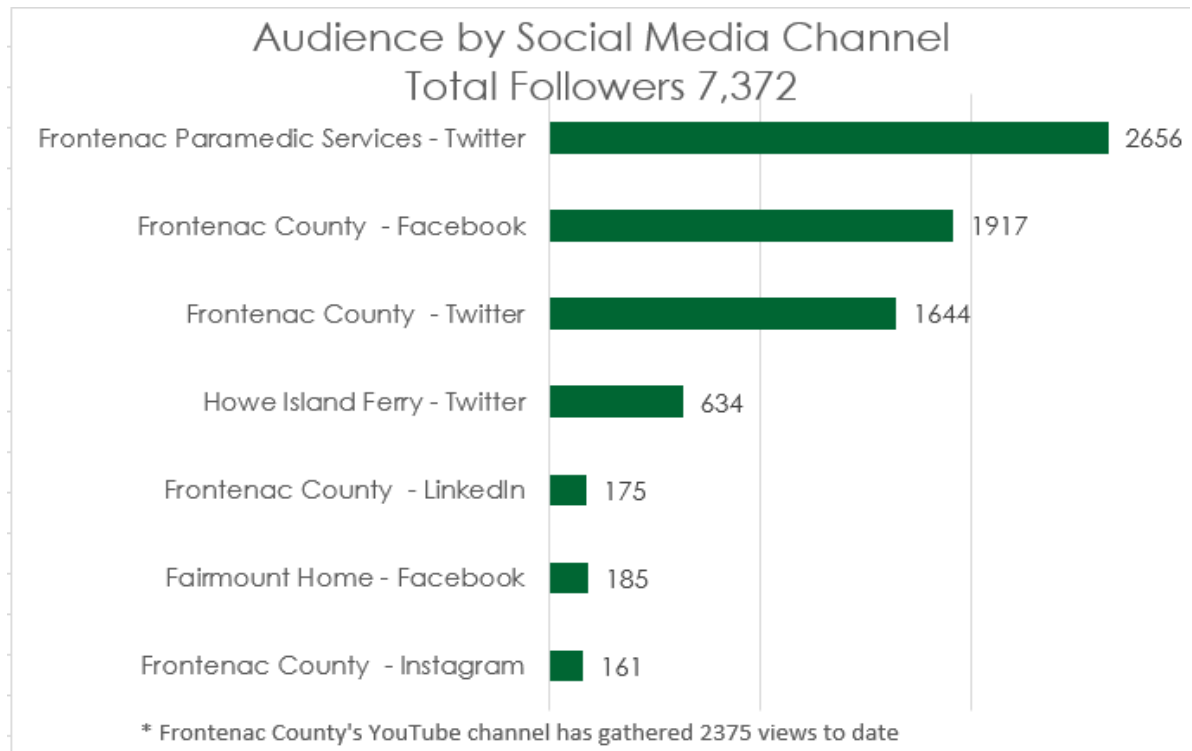
View Tweet activity

View all Tweet activity



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Social Media Audience





FRONTENAC

Upcoming 2017 Events

- **OMAA** - May 10-12
- **FCM Conference** June 1-4, Ottawa
- **AMCTO Conference** June 11-14
- **AMO Conference**, August 13-16, Ottawa



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Thank you!

Marian VanBruinessen

- Start date – January 31, 2000
- Last day at the County – May 12, 2017
- First day of retirement begins May 12, 2017 at 4:01 pm

**Congratulations and thank you
Marian!**

County of Frontenac Long Range Financial Plan



Policy Overview

- Capital Asset Management Plan
- Budget Policy
- Reserve and Reserve Fund Policy
- Investment Policy



Capital Asset Management

- County Asset 2016 - \$35.5m
- Asset Maintenance Costs 2016 - \$855k
- AssetPlanner™ Implementation Underway
 - » Tactical Maintenance Management Modules
 - » Strategic Capital Planning Module



Future Cautions

- Provincial Funding
- Social Housing
 - » End of Operating Agreements

Base Budget Projections

Base budget – starting point

Assess past/future trends to determine required resources for the current year and the projected four years.

Years 2022-2026 – same parameters

Adjust for known changes in future years



Target levy increase and Stabilization Reserve

Budget policy – identifies CPI August of previous year as target budget increase.

Stabilization reserve – used to make up the difference.



Stabilization Reserve 2015-2017

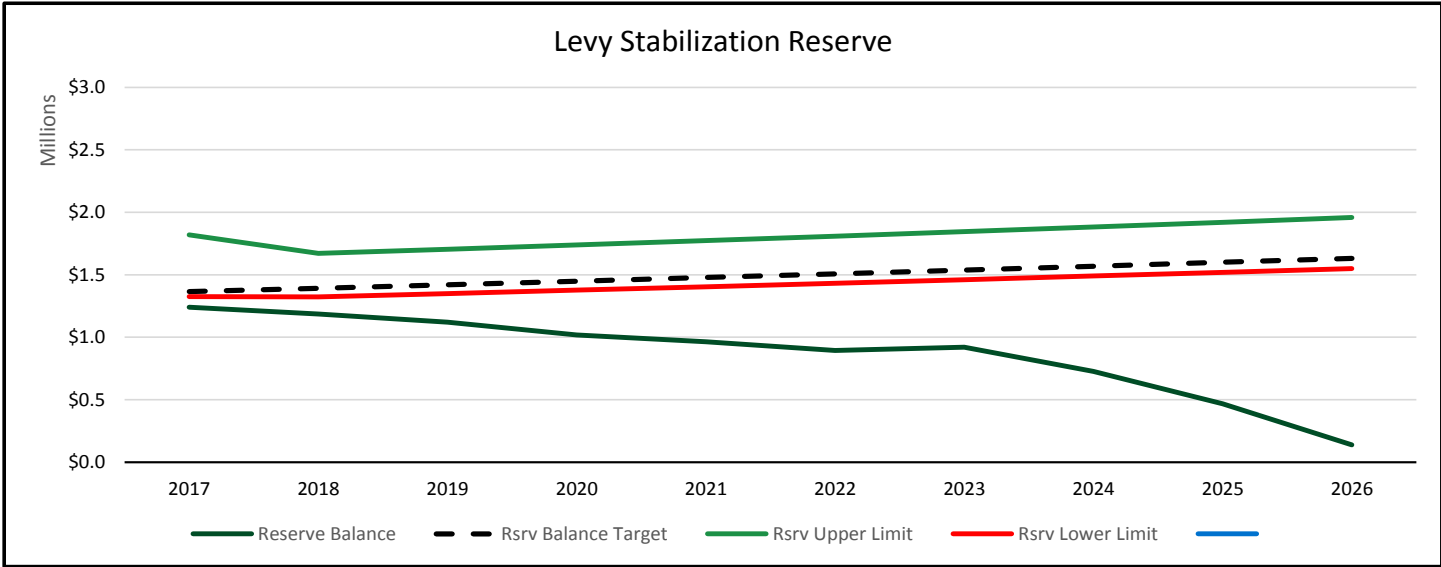
2015 – Year end surplus \$85k

2016 – Year end deficit \$102k

2017 – Levy stabilization budget transfer \$47k

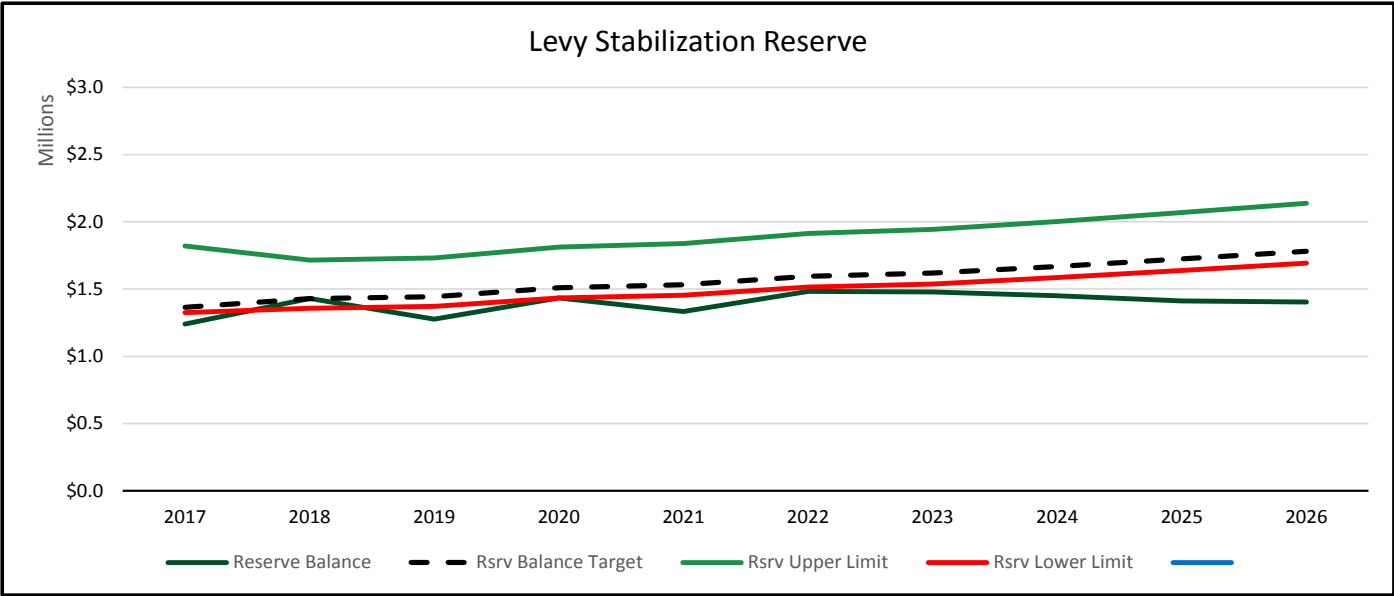


Scenario A – Target levy increase at CPI (est. 2%)



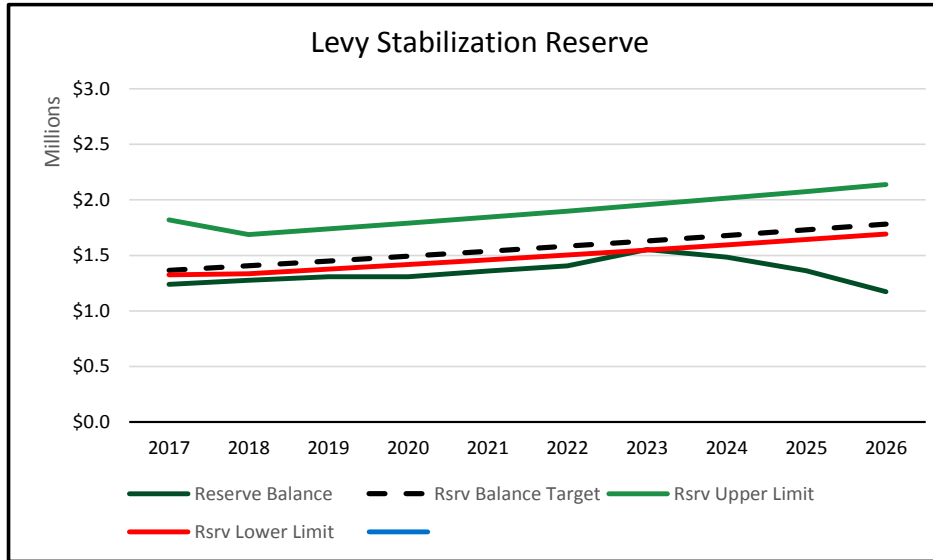
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Tax Levy	3.65%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Capl Levy	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.00%	0.00%

Scenario B Target Levy increase at Prior Year Unmitigated Levy Plus 2%



	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Tax Levy	3.65%	3.54%	1.02%	4.63%	1.44%	4.04%	1.58%	3.07%	3.30%	3.38%
Capl Levy	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.00%	0.00%

Scenario C – Target levy increase 3% - for illustrative purposes only



Future consideration

Change in the target levy rate needs to be considered through a budget policy review.





Report 2017-050

Recommend Report to Council

To: Warden and Council of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017

Re: Corporate Services – 2016 County of Frontenac Audited Financial Statements

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services - 2016 Audited Financial Statements report;

And Further That the Council of the County of Frontenac approve the 2016 Audited Financial Statements of the Corporation of the County of Frontenac.

Background

The County is required to prepare financial statements, comprised of a Financial Report and a Financial Information Return, on an annual basis. The financial statements are to be audited.

Allan Chartered Accountant Professional Corporation was appointed as the County auditors for 2016.

For 2016, municipalities are required to present financial statements which comply with the requirements of the Public Sector Accounting Board Standards (PSAB). These standards require a presentation that reflects full accrual accounting.

Comment

PSAB reporting introduced a couple of key changes in the presentation of the municipality's financial statements. The first is the ongoing valuation of depreciation.

This expense reflects the use of the County's assets during the year but is not an expense that is funded through the tax levy. Municipalities levy reserve allocations to provide for the future cost of asset replacement.

Ontario municipal financial statements no longer provide for reserves and reserve funds to be shown on the balance sheet. Instead, the statements show accumulated surplus which includes reserve and reserve fund balances plus the net book value of County assets, less the amount of debt outstanding and any unfunded employee benefit obligation.

The following table reports the composition of the 2016 consolidated accumulated surplus showing it to be representative of a combination of assets offset by the debenture and the unfunded employee obligation.

2016 Consolidated Schedule of Accumulated Surplus

Total reserves and reserve funds		\$12,770,327
Surpluses		
Invested in tangible capital assets	Assets	22,981,830
	Debt	-7,368,209
	Net	15,613,621
Unfunded employee benefit obligation		-62,604
Accumulated surplus		\$28,321,343

Consolidated Statement of Financial Position:

Cash/Short Term Investments and Long Term Investments: The County embarked on a long range investment plan in line with the strategic plan in 2016. An investment firm, Johnson, Johnston and Macrae Investment Management services was hired to assist in the County's investments.

Accounts Receivable: There was a substantial decrease in the amounts receivable from the Townships and the City offset by an increased receivable for HST at year end compared to 2015.

Accounts Payable: In 2016, the timing of vendor payments resulted in an increase in the outstanding payables at the end of the year.

Deferred Revenue: In 2016, deferred revenue includes prepaid ferry passes, source water funding, and other grant funding not utilized in 2016.

Tangible Capital assets: The change in the net book value of tangible assets includes the following.

- Land purchase and Land Improvements related to the K&P Trail
- Equipment purchases and upgrades included new paramedic helmets, power lift stretchers, tablets, replacement of Sim Man and Sim baby mannequins. At Fairmount asset purchases included the resident internet system, and replacements for the bathing system, boilers, fire alarm panel and beds.
- Four ambulances and one supervisor vehicle were replaced in 2016 and one ambulance was refurbished. A Smart car was purchased to support the work of the Economic development initiatives.

Consolidated Statement of Operations

Revenue

Taxation from other governments (-\$37,926): Township year end reconciliations included greater write offs and lower supplementary taxes than budgeted.

User Charges (+\$59,298): This additional revenue resulted from greater resident fees, unanticipated event revenue and donations.

Province of Ontario (+\$512,697): Fairmount CMI and funding increase were greater than anticipated. Frontenac Paramedic service received \$28,500 more operational funding than anticipated as well as flow through funding (\$153,000) for a research project on paramedic wellness and community paramedicine initiative.

Federal (-\$178,718): Projects to be funded through Federal Gas Tax, including CIPs, were not completed in 2016. In addition the County received 150th Heritage grant funding for trail development.

Other municipalities (+\$199,720): The City's contribution was greater than budget for both Fairmount and Land Ambulance, due to the higher than budgeted costs. The Township contribution to the RED project was not budgeted and there is additional cross border revenue.

Provincial Offences Fines (-\$69,068): The net revenue was substantially under budget in 2016, based on the City of Kingston's reconciliation.

Investment Income (-\$9,962): Investments were initiated in November 2016 therefore investment income was under budget.

Other (+\$119,599): This includes greater recoveries and donations than budgeted.

Expense

General Government (-\$2,288): Council expenses were less than budget. This surplus was offset by the WSIB Schedule 2 costs.

Protection to Persons and Property - Emergency Management (-\$5,082): Maintenance contracts and public relations initiatives were less than budgeted in 2016.

Transportation Services (+\$44,539): Salary costs were higher than anticipated due to long term illnesses. The WSIB Schedule 2 insurance costs were not budgeted, but are offset by a reserve transfer.

Ambulance Services (+\$492,966): The over budget variance includes higher than budgeted sick time and accommodated work costs. The NEER premium was \$350,000, and medical supplies, equipment maintenance, building maintenance and generator maintenance all exceeded budget.

Health Services: This amount is invoiced by the Kingston Frontenac Lennox and Addington Health Unit.

Social and Family Services (+\$415,117): The social service reconciliation from the City provided a deficit of \$29,207. Fairmount Home is over budget as salaries and benefits exceeded budget by \$427,400, which was offset by under expenditures in special projects, training, high intensity needs expense and landscaping costs.

Libraries (+\$5,272): The over expenditure relates to capital requirements of the library which were greater than budgeted in 2016.

Social Housing (-\$47,324): The social housing budget is reconciled by the City. 2016 saw an under expenditure in administrative expenses.

Planning and Economic Development (-\$414,675): Some Federal Gas Tax funded projects anticipated for 2016 were not completed. Also special projects anticipated for 2016, including the age friendly communities, Source Water Protection project and communal services were not completed. The under expenditure was offset by greater than budgeted legal fees and salaries and benefits.

Other (+\$0): This includes the Federal Gas Tax Transfer to the Townships and the grants provided to the University Hospital Foundation and Rural Routes Transportation.

Working fund reserve (\$1,249,346): Target balance is \$1.2 million.

Yearend deficit (\$101,794.02)

The yearend deficit is .24% of the total budget and, in accordance with the County's budget policy, will be funded from the Stabilization reserve.

Sustainability Implications

Audited financial reporting confirms for the residents, businesses and visitors of the County that the financial resources are being utilized appropriately. It also offers the necessary transparency and assurances to our community of the high level of stewardship being achieved.

Organizations, Departments and Individuals Consulted and/or Affected

Senior Leadership Team
Allan Chartered Accountant Professional Corporation

Recommend Report
Corporate Services – 2016 Audited Financial Statements
April 18, 2017

Page 4 of 4



22 Wilson Street West | Perth, Ontario | K7H 2M9
Phone: 613-267-6880 | Fax: 613-267-7563
info@allanandpartners.com
www.allanandpartners.com

April 12, 2017

Appendix A

Warden Ron Vandewal and Members of Council of the
County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H 1S0

Dear Warden and Members of Council:

We have been engaged to audit the consolidated financial statements of the County of Frontenac and its related entities ("the Municipality") for the year ended December 31, 2016.

The purpose of this letter is to communicate with you regarding all relationships between the Municipality and ourselves that, in our professional judgment, may reasonably be thought to bear on our independence.

We have prepared the following comments to facilitate our discussion with you regarding independence matters arising since April 20, 2016, the date of our last letter.

We hereby confirm that we:

- have complied with the requirements regarding independence in the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario and
- have disclosed all relationships and other matters between the firm and the entity that in our opinion may reasonably be thought to bear on independence.

We are not aware of any relationships between the Municipality and us that, in our professional judgment, may reasonably be thought to bear on our independence, that have occurred from April 20, 2016 to April 12, 2017.

This letter is intended solely for the use of those to whom it is addressed and others within the entity and should not be used for any other purposes.

Yours truly,

A handwritten signature in black ink, appearing to read "Allan".

Allan and Partners LLP
Chartered Professional Accountants
Licensed Public Accountants





22 Wilson Street West | Perth, Ontario | K7H 2M9
Phone: 613-267-6580 | Fax: 613-267-7563
info@allanandpartners.com
www.allanandpartners.com



April 2nd, 2017

Warden Ron Vandewal
The Corporation of the County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H 1S0

Dear Warden Vandewal:

We would like to thank Mrs. Marian VanBruinessen, Director of Corporate Services / Treasurer and the employees of the accounting and administration departments of the County for their assistance during the performance of the audit performed in respect of the County's December 31st, 2016 year end consolidated financial statements.

In planning and performing our audit of the consolidated financial statements, we obtained an understanding of internal control over financial reporting relevant to the County's preparation and fair presentation of the financial statement in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the internal controls over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County's internal controls over financial reporting.

Our consideration of internal controls over financial reporting was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies and therefore, there can be no assurance that all significant deficiencies and other control deficiencies have been identified. As a result, any matters reported below are limited to those deficiencies in internal controls that we identified during the audit.

Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing and extent of audit procedures performed as well as other factors.

Internal control may be broadly defined as processes which have been designed to ensure the orderly and efficient conduct of an entity's business including the discharge of statutory responsibilities, for example safeguarding of assets, prevention and detection of fraud and error, the reliability of accounting records and timely preparation of financial information.



Deficiencies in controls arise when the design of the control is not sufficient to prevent or detect misstatements on a timely basis.

Deficiencies in operations arise when the designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competency to perform the control effectively.

Significant control deficiencies could be identified during the course of the audit engagement. If it is our professional judgement that significant deficiencies exist that merit the attention of those charged with governance, we would address this as part of our year end management letter.

During the course of the audit we did not observe any significant internal control deficiencies.

We would offer the following suggestions on general matters:

Observation	Recommendation
Similar to last year we discussed with managers the safeguards and protection of electronic documents. This is an issue that has arisen in many areas of government and as such requires careful planning to ensure electronic records retained will continue to be able to be accessed as new technology develops.	We were pleased to review the significant amount of work done by County staff to address this issue. Staff continue to work on this emerging aspect of doing business in an electronic age. Policies and procedures have been updated to include key aspects of controlling electronic documents. Staff were kind enough to provide a copy of the Tomrims file storage management policy so that we can highlight some of the methods employed with other Municipalities.

It is our pleasure to be of service to the County in connection with the 2016 audited consolidated financial statements.

If you have any questions, please do not hesitate to contact us.

Yours truly,



Howard A. Allan FCPA, FCA



Serena Fortin, CPA, CA

SF/dkp

cc Kelly Pender, CAO

Marian Vanbruijssen, Director of Corporate Services / Treasurer

April 12, 2017

Appendix C

Allan and Partners LLP
Chartered Professional Accountants
22 Wilson Street West
Perth, ON K7H 2M9

Dear Sir:

This representation letter is provided in connection with your audit of the consolidated financial statements of the County of Frontenac and its related entities ("the Municipality") for the year ended December 31, 2016, for the purpose of expressing an opinion as to whether the consolidated financial statements are presented fairly, in all material respects, in accordance with Canadian public sector accounting standards ("PSAS").

Certain representations in this letter are described as being limited to matters that are material. An item is considered material, regardless of its monetary value, if it is probable that its omission from or misstatement in the consolidated financial statements would influence the decision of a reasonable person relying on the consolidated financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of April 12, 2017, the following representations made to you during your audit:

Consolidated Financial Statements

1. We have fulfilled our responsibilities as set out in the terms of the audit engagement letter dated January 10, 2017 for the preparation of the consolidated financial statements in accordance with PSAS. In particular, the consolidated financial statements are fairly presented, in all material respects, and present the financial position of the Municipality as at December 31, 2016, and its results of operations, changes in net debt and its cash flows for the year then ended in accordance with PSAS.
2. We have provided you with:
 - a. Access to all information of which we are aware that is relevant to the preparation of the consolidated financial statements, such as accounting records, supporting data and other relevant documentation;
 - b. Minutes of the meetings of Council and Committees or summaries of actions taken for which minutes have not yet been prepared;
 - c. Additional information that you have requested from us for the purpose of the audit; and
 - d. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

3. There are no material transactions that have not been properly recorded in the accounting records underlying the consolidated financial statements.
4. We believe the effects of uncorrected misstatements are immaterial, individually and in aggregate, to the consolidated financial statements as a whole. A list of the uncorrected misstatements is attached to this letter.
5. We have disclosed to you any change in the Municipality's internal control over financial reporting that occurred during the current year that has materially affected, or is reasonably likely to materially affect, the Municipality's internal control over financial reporting.

Fraud and Non-Compliance

6. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud or error. We have communicated to you any deficiencies in the design and implementation or the maintenance of internal control over financial reporting of which management is aware.
7. We have disclosed to you the results of our assessment of the risk that the consolidated financial statements may be materially misstated as a result of fraud or error.
8. We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the consolidated financial statements.
9. We have disclosed to you all information in relation to allegations of fraud or suspected fraud affecting the Municipality's consolidated financial statements and all knowledge of concerns or allegations of potential errors in the selection of accounting policies or the recording of transactions affecting the Municipality that have been communicated by employees, former employees, analysts, regulators or others, whether written or oral.
10. We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations that should be considered when preparing the consolidated financial statements.
11. We have disclosed to you, and the Municipality has complied with, all aspects of contractual agreements that could have a material effect on the consolidated financial statements in the event of non-compliance, including all covenants, conditions or other requirements of all outstanding debt.
12. We have disclosed to you all communications from:
 - a. Taxation authorities concerning assessments or reassessments that could have a material effect on the consolidated financial statements and
 - b. Regulatory agencies concerning non-compliance with or potential deficiencies in financial reporting requirements. We are unaware of any known or probable instances of non-compliance with the requirements of regulatory or governmental authorities, including their financial reporting requirements.
13. We have disclosed to you all known, actual or possible litigation and claims, whether or not they have been discussed with our lawyers, whose effects should be considered when preparing the consolidated financial statements. As appropriate, these items have been disclosed and accounted for in the consolidated financial statements in accordance with PSAS.

Related Parties

14. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware, including guarantees, non-monetary transactions and transactions for no consideration.
15. All related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of PSAS.

Estimates

16. We acknowledge our responsibility for determining the accounting estimates required for the preparation of the consolidated financial statements in accordance with PSAS. Those estimates reflect our judgment based on our knowledge and experience of past and current events, and on our assumptions about conditions we expect to exist and courses of action we expect to take. We believe that the significant assumptions and measurement methods used by us in making accounting estimates, including those measured at fair value, are reasonable.

Fair Value Measurements

17. With regard to fair value measurements and disclosures in the consolidated financial statements, we believe that:
 - a. The measurement methods, including the related assumptions, used in determining fair value were appropriate, reasonable and consistently applied in accordance with PSAS.
 - b. The completeness and adequacy of the disclosures related to fair values are in accordance with PSAS.
 - c. No events have occurred subsequent to December 31, 2016 that require adjustment to the fair value measurements and disclosures included in the consolidated financial statements.
 - d. The fair value measurements and disclosures in the consolidated financial statements reflect management's intent and ability to carry out specific courses of action on behalf of the Municipality when relevant to the use of fair value measurements or disclosures.

Work of Management's Experts

18. We agree with the work of management's experts in evaluating the employee future benefits liability have adequately considered the competence and capabilities of the experts in determining amounts and disclosures used in the consolidated financial statements and underlying accounting records. We did not give any, nor cause any, instructions to be given to management's experts with respect to values or amounts derived in an attempt to bias their work, and we are not aware of any matters that have impacted the independence or objectivity of the experts.

Accounting Policies

19. All significant accounting policies are disclosed in the consolidated financial statements and are consistent with those used in the previous period.

Title to Assets

20. The Municipality has satisfactory title to and control over all assets, and there are no liens or encumbrances on such assets. We have disclosed to you and in the consolidated financial statements all assets that have been pledged as collateral, where applicable.

Future Plans

21. We have no plans or intentions that may materially affect the carrying value or classification of assets and liabilities reflected in the consolidated financial statements.

Accounts Receivables

22. All amounts receivable by the Municipality were recorded in the books and records.
23. All receivables were free from hypothecation or assignment.

Tangible Capital Assets

24. All charges to tangible capital asset accounts represented the actual cost of additions to tangible capital assets. No significant tangible capital asset additions were charged to repairs and maintenance or other expense accounts.
25. Book values of tangible capital assets sold, destroyed, abandoned or otherwise disposed of have been eliminated from the accounts.
26. Tangible capital assets owned by the Municipality are being amortized on a systematic basis over their estimate useful lives, and the provision for amortization was calculated on a basis consistent with that of the previous date.
27. All lease agreements covering property leased by the Municipality have been disclosed to you and classified as capital or operating, as appropriate.

Liabilities and Contingencies

28. We have disclosed to you all liabilities and contingencies, including those associated with guarantees, whether written or oral, and they are appropriately reflected in the consolidated financial statements.
29. We are unaware of any violations or possible violations of laws or regulations the effects of which should be considered for disclosure in the consolidated financial statements or as the basis of recording a contingent loss.

Deferred Revenue

30. All material amounts of deferred revenue meet the definition of a liability and were appropriately recorded in the books and records.

Employee Future Benefits

31. All arrangements, whether formal or informal, explicit or implied, to provide retirement income and other post-retirement benefits to employees after they cease employment, have been identified to you and have been included in the last actuarial valuation.
32. The actuarial assumptions and methods used to measure liabilities and costs for financial accounting purposes for pension and other post-retirement benefits are appropriate in the circumstances.
33. The employee future benefit costs, assets and obligations have been determined, accounted for and disclosed in accordance with PS 3250 – Retirement Benefits and PS 3255 – Post-employment Benefits, Compensated Absences and Termination Benefits.

Journal Entries

34. We have reviewed, approved and recorded all of your proposed adjustments to our accounting records. This includes journal entries, changes to account coding, classification of certain transactions and preparation of, or changes to, certain accounting records.

Subsequent Events

35. There have been no events between the statement of financial position date and the date of this letter that would require recognition or disclosure in the consolidated financial statements.

36. There have been no events subsequent to the statement of financial position date of the comparative financial statements that would require adjustment or disclosure in the current consolidated financial statements.

Yours truly,

Kelly Pender, Chief Administrative Officer

Marian VanBruinessen, Director of Corporate Services/Treasurer



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April 12, 2017

Warden Ron Vandewal and Members of Council of the
County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H 1S0

Dear Warden and Members of Council:

Re: Audit Findings Report for the Year Ended December 31, 2016

We are pleased to submit this Report on the results of our audit of the consolidated financial statements of the County of Frontenac and its related entities ("the Municipality") for the year ended December 31, 2016. This Report summarizes the scope of our audit, our findings to date and reviews certain other matters that we believe to be of interest to you.

As agreed in our engagement letter dated January 10, 2017, we have performed audits of the following, in accordance with Canadian generally accepted auditing standards ("GAAS"):

- consolidated financial statements of the Municipality for the year ended December 31, 2016;
- financial statements of the County of Frontenac Trust Funds for the year ended December 31, 2016.

Our audits were conducted in accordance with the audit planning letter provided to Warden and Members of Council dated October 14, 2016.

This Report is intended solely for the information and use of the Warden and Members of Council, management and others within the Municipality and is not intended to be, and should not be, used by anyone other than these specified parties. Accordingly, we disclaim any responsibility to any other party who may rely on it.

We would like to express our appreciation for the cooperation we received from management and the employees of the Municipality with whom we worked to discharge our responsibilities.

We look forward to discussing this Report summarizing the outcome of our audits with you and answering any questions you may have.

Yours truly,

A handwritten signature in cursive script, appearing to read "Allan".

Allan and Partners LLP
Chartered Professional Accountants
Licensed Public Accountants



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Our Client Service Commitment to the [municipality]

Allan and Partners LLP was established in 1979 and has continually provided a high level of service to our clients. Our practice is a service oriented accounting firm with a highly trained professional staff and clerical support team. Our client base is varied, ranging from municipalities, not-for-profit organizations, health units, proprietorships, partnerships, corporations, and charitable organizations, as well as individuals.

For over 30 years, the practice has been built on traditions of integrity, commitment and knowledge.

Professional services offered by the firm are diverse, ranging from standard audit and accounting services, strategic consulting, mergers and acquisitions, personal tax and financial planning.

Our vision is to be the best professional services firm for our clients and the communities in which we work. We accomplish this vision through:

- commitment to communication between the client and audit personnel
- commitment to professional development for all personnel
- multiple levels of review of the work completed by audit personnel assigned to the engagement
- objectivity
- fair and transparent fees
- development of the audit process which includes:
 - planning and identifying risk
 - developing audit strategy based on risk assessment
 - implementing the audit strategy

Audit Status

We have completed the audit of the consolidated financial statements, with the exception of the following items:

1. Receipt of signed management representation letter;
2. Completing our discussions with the Warden and Members of Council; and
3. Obtaining evidence of Council's approval of the consolidated financial statements.

We will be in a position to render our audit opinion on the consolidated financial statements of the Municipality following approval of the consolidated financial statements by Council and the completion of the above mentioned outstanding items.

Auditor's Responsibilities

In accordance with Canadian generally accepted auditing standards, our audit is designed to enable us to express an opinion on the fairness of the presentation of the Municipality's annual consolidated financial statements prepared in accordance with Canadian public sector accounting standards ("PSAS").

No restrictions have been placed on the scope of our audit. In performing the audit, we were given full and complete access to the accounting records, supporting documentation and other information requested.

We intend to issue an unqualified auditor's report on the consolidated financial statements of the Municipality for the year ended December 31, 2016 once the outstanding items referred to above are completed satisfactorily and the consolidated financial statements are approved by Council.

Independence

We communicate, at least annually, the following to Council or those charged with governance:

- all relationships between Allan and Partners LLP and our associated entities and the Municipality and its affiliates or persons in financial reporting oversight roles at the Municipality that may reasonably be thought to bear on our independence;
- the potential effects of those relationships on independence; and
- affirm, in writing, that we are independent in compliance with the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

We confirm our independence to Council for the year ended December 31, 2016 in Appendix A.

Materiality

At the conclusion of the audit, we formulate our opinion on the consolidated financial statements of the Municipality as to their fair presentation, in all material respects, in accordance with Canadian public sector accounting standards.

Our estimation of materiality involves professional judgment and necessarily takes into account qualitative as well as quantitative considerations.

As stated in our audit planning letter, we performed our audit to a materiality level of \$250,000. This is approximately 0.75% of budgeted revenues which is consistent with prior years.

Audit Risks and Results

Our audit planning letter identified certain significant risks and other areas of focus. There have been no changes to these risks and other areas of focus nor have any additional risks or areas of focus been identified since our previous communication. The results of our audit work on these risks and other areas of focus are set out below:

Significant Risks	Our Audit Response	Our Conclusion
<i>Revenue recognition and completeness</i>	<i>Performed analytical procedures</i> <i>Recalculated tax revenue using approved tax rates (provided in municipal by-laws) and assessments (produced by MPAC)</i> <i>Compared grants received to grants earned with reference to the related expenses to ascertain that appropriate amount of revenue recognized</i> <i>Tested other revenues, as/where applicable</i> <i>Reviewed cut-off procedures</i>	<i>Revenue included in the consolidated financial statements is properly recorded for the year ended December 31, 2016.</i>
<i>Management override of controls</i>	<i>Inquired of management</i> <i>Reviewed/tested journal entries</i> <i>Reviewed related-party transactions and management estimates</i>	<i>Results were satisfactory.</i>

Other Areas of Focus	Our Audit Response	Our Conclusion
<i>Tangible capital assets</i>	<i>Tested additions and disposals</i> <i>Reviewed amortization policy and calculations</i> <i>Reviewed construction in progress to ensure amounts were properly transferred to correct capital asset classes and amortization expense commenced on a timely basis</i> <i>Discussed any impairment with management</i>	<i>Tangible capital assets recorded are properly reported as at December 31, 2016.</i>
<i>Employee future benefits liability</i>	<i>Obtained actuarial valuation/report and reviewed assumptions used by actuary</i> <i>Communicated with actuary regarding auditor reliance on actuarial valuation/report</i> <i>Reviewed note disclosure</i>	<i>Employee future benefits are reasonable as at December 31, 2016 and are properly disclosed in the consolidated financial statements.</i>
<i>Accounts payable, accrued liabilities, expenses</i>	<i>Performed analytical procedures</i> <i>Performed tests of controls</i> <i>Selected a sample of expenses and vouched to supporting documentation</i> <i>Performed a search for unrecorded liabilities at year-end</i> <i>Examined significant accrued liabilities and tested supporting assumptions</i> <i>Reviewed the outcome of prior year estimates and accruals</i>	<i>Accounts payable, accrued liabilities and expenses are properly accounted for and reported in the consolidated financial statements as at and for the year ended December 31, 2016.</i>
<i>Contaminated sites liability</i>	<i>Reviewed completeness of management's analysis of potentially contaminated sites</i>	<i>Contaminated sites liability is reasonable as at December 31, 2016.</i>
<i>Accounts receivable</i>	<i>Performed analytical procedures</i> <i>Performed tests of controls</i> <i>Confirmed a sample of receivable balances</i> <i>Reviewed aging reports</i> <i>Examined payments received subsequent to year-end</i>	<i>Accounts receivable are properly accounted for and reported in the consolidated financial statements as at December 31, 2016.</i>
<i>Contingencies</i>	<i>Sent legal inquiry letter(s) to Municipality's solicitor(s)</i> <i>Reviewed Council and Committee meeting minutes</i>	<i>Disclosures of contingencies are complete and accurate for the year ended December 31, 2016.</i>
<i>Estimates</i>	<i>Tested supporting assumptions for estimates</i> <i>Reviewed outcome of prior year estimates and accruals</i>	<i>Management estimates were determined to be reasonable and properly supported for the year ended December 31, 2016.</i>

Other Areas of Focus	Our Audit Response	Our Conclusion
<i>Payroll</i>	<i>Performed analytical procedures Performed tests of controls</i>	<i>Payroll expense is properly determined for the year ended December 31, 2016.</i>
<i>Obligatory reserve funds</i>	<i>Tested revenue recognized to ensure in accordance with the Municipality's accounting policies and Canadian public sector accounting standards</i>	<i>Obligatory reserve funds are properly determined for the year ended December 31, 2016.</i>

We are satisfied that our audit work has appropriately dealt with these risks and other areas of focus.

Comments on Accounting Practices

Accounting Policies

The significant accounting policies used by the Municipality are disclosed in Note 2 to the consolidated financial statements.

With respect to the significant accounting policies used by the Municipality:

- There have been no significant changes in the accounting policies.
- There has been no significant application of new accounting pronouncements.
- We did not identify any alternative accounting policies that would have been more appropriate in the circumstances.
- We did not identify any significant accounting policies in controversial or emerging areas.

Significant Accounting Estimates

Accounting estimates are an integral part of the consolidated financial statements prepared by management. These estimates are based on management's knowledge and experience about past and current events, assumptions about future events and interpretations of the financial reporting standards.

The following significant estimates/judgments are contained in the consolidated financial statements:

- *Employee Future Benefits liability;*
- *Accrued liabilities;*
- *Deferred revenue;*
- *Allowance for doubtful accounts; and*
- *Book value of tangible capital assets.*

During the course of the audit, we did not identify instances of management bias in the development of estimates.

Based on audit work performed, we are satisfied with the estimates made by management.

Significant Financial Statement Disclosures

We did not identify any financial statement disclosures that are particularly significant, sensitive or require significant judgments, that we believe should be specifically drawn to your attention.

Uncorrected Misstatements

We accumulated uncorrected misstatements that we identified during our audit and communicated them to management. In accordance with Canadian generally accepted auditing standards, we requested that

management correct these misstatements. All uncorrected misstatements for the current period have been corrected.

Internal Control

A deficiency in internal control exists when a risk is not treated by a control or when a control is designed, implemented or operated in such a way that it is unable to prevent, or detect and correct, misstatements in the consolidated financial statements on a timely basis, or when a control necessary to prevent, or detect and correct, misstatements in the consolidated financial statements on a timely basis is missing.

A significant deficiency in internal control is defined as a deficiency or combination of deficiencies in internal control that, in the auditor's professional judgment, is of sufficient importance to merit the attention of those charged with governance.

To identify and assess the risks of material misstatement in the consolidated financial statements, we are required to obtain an understanding of internal control relevant to the audit. This understanding is used for the limited purpose of designing appropriate audit procedures. It is not used for the purpose of expressing an opinion on the effectiveness of internal control and, as a result, we do not express any such opinion. The limited purpose also means that there can be no assurance that all significant deficiencies in internal control, or any other control deficiencies, will be identified during our audit.

During the course of the audit, we examined the accounting procedures and internal controls employed by the Municipality. For the audit of the Municipality's consolidated financial statements for the year ended December 31, 2016, we tested and relied upon internal controls in the following areas:

- general computer controls;
- revenues;
- payroll; and
- expenditures.

We did not identify any control deficiencies that, in our judgment, would be considered significant deficiencies.

Minor internal control issues identified have been reviewed with management. A management letter is attached to this report (see Appendix B).

Written Representations

In a separate communication (attached as Appendix C), we have requested a number of written representations from management in respect to their responsibility for the preparation of the consolidated financial statements in accordance with Canadian public sector accounting standards. We will require the management representation letter to be signed and returned to us prior the issuance of our Auditor's Report.

Other Reportable Matters

The following summarizes various other reportable matters to be communicated to Council in accordance with Canadian generally accepted auditing standards:

Matter	Comment
Audit strategy and scope	Refer to our engagement letter dated January 10, 2017 and our audit planning letter dated October 14, 2016.
Changes to the audit plan	The audit was conducted in accordance with our audit plan which was previously communicated to Warden and Council. We confirm that there have been no amendments to the audit scope and approach communicated in the audit plan.

Matter	Comment
Significant difficulties encountered in performing the audit	We did not encounter any significant difficulties while performing the audit. There were no significant delays in receiving information from management required for the audit nor was there an unnecessarily brief timetable in which to complete the audit.
Related party transactions	Related party transactions or balances have been properly disclosed in the consolidated financial statements. We have not identified any related party transactions that were not in the normal course of operations and that involved significant judgments by management concerning measurement or disclosure.
Fraud and illegal acts	Based on the procedures we performed as required by Canadian Auditing Standards ("CAS") 240, <i>The Auditor's Responsibilities Relating to Fraud in an Audit of Financial Statements</i> , we are not aware of any illegal acts or fraudulent events with respect to the Municipality during the year.
Disagreements with management	During the course of our audit, there were no disagreements with management about matters that individually or in the aggregate could be significant to the consolidated financial statements.
Consultation with other accountants	Management has informed us that the Municipality has not consulted with other accountants about auditing or accounting matters in the year.
Legal and regulatory compliance	Management is responsible for ensuring that the Municipality's operations are conducted in accordance with the laws and regulations applicable to the Municipality. The responsibility for preventing and detecting non-compliance rests with management. Our limited procedures did not identify any areas of material non-compliance with laws and regulations by the Municipality.
Subsequent events	Management is responsible for assessing subsequent events up to the date of the release of the consolidated financial statements. At the time of finalizing this Report, we are not aware of any significant subsequent events.
Going concern	No material uncertainties related to events and conditions that may cast significant doubt on the Municipality's ability to continue as a going concern were noted.

Communication Requirements

We believe our audit planning letter, year-end audit findings report and various other communications we have prepared and provided to Council as part of our audit, meet our communication requirements under Canadian generally accepted auditing standards.

We encourage Council to review the contents of this Report. We would be pleased to answer any questions Council may have about these or any other related matters.

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CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2016

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**County of Frontenac
Consolidated
Financial Statements
December 31, 2016**

Draft

**County of Frontenac
Five Year Financial Review
(not subject to audit)**

December 31	2016	2015	2014	2013	2012
Population (Statistics Canada)	26,677	26,375	26,375	26,375	26,375
Number of Households (MPAC)	19,358	19,296	19,183	18,433	18,417
Taxable Assessment (000's)	\$	\$	\$	\$	\$
Residential	5,274,145	4,994,041	4,717,670	4,435,145	4,174,195
Multi-residential	5,416	5,093	4,769	4,446	4,123
Commercial	48,787	47,928	47,059	45,056	43,891
Industrial	13,117	12,249	12,137	12,826	12,074
Farmland	130,330	125,041	118,822	112,955	108,058
Total	5,471,795	5,184,352	4,900,457	4,610,428	4,342,341
Rates of Taxation					
▸ residential (municipal)	0.166857	0.170059	0.171918	0.178401	0.193135
▸ multi-residential (municipal)	0.166857	0.170059	0.171918	0.178401	0.193135
▸ commercial (municipal)	0.166857	0.170059	0.171918	0.178401	0.193135
▸ industrial (municipal)	0.166857	0.170059	0.171918	0.178401	0.193135
Revenues for County Purposes (000's)	\$	\$	\$	\$	\$
▸ Taxation	9,041	8,745	8,356	8,242	8,450
▸ Government transfers	24,619	23,536	23,312	22,756	23,616
▸ Other	4,948	4,907	5,124	4,641	4,495
▸ Revenues related to capital assets	746	(1,370)	1,996	---	---
Total	39,354	35,818	38,788	35,639	36,561
Expenditures (000's)					
▸ Operations	38,642	37,147	36,128	35,867	35,873
▸ Amortization	1,420	1,508	1,417	1,606	1,367
Net Financial Assets (Net Debt)					
▸ % of Operating Revenue (>(20%))**	13.00%	13.15%	9.81%	9.23%	7.63%
▸ % of Taxation (>(50%))**	55.52%	56.10%	45.54%	40.97%	32.99%

** Represents the Provincial Low Risk Indicator.
(Note: All dollar amounts are in thousands of dollars.)

Draft

**County of Frontenac
Five Year Financial Review**
(not subject to audit)

December 31	2016	2015	2014	2013	2012
	\$	\$	\$	\$	\$
Long Term Debt					
▸ Net long term debt (000's)	7,368	8,406	9,381	10,300	11,163
▸ Long term debt charges (000's)	1,528	1,528	1,528	1,528	1,528
▸ Total annual repayment limit (000's)	2,092	1,959	1,443	1,431	1,507
▸ Long term debt per household (Frontenac portion)	83	95	107	122	132
▸ Debt charges (000's)					
▸ tax supported	334	334	334	334	334
▸ City of Kingston	711	711	711	711	711
▸ Government of Ontario	483	483	483	483	483
Municipal Equity (000's)					
▸ Surplus and Reserves	12,770	13,619	13,468	13,871	14,118
▸ Invested in capital assets	15,614	14,048	15,520	12,407	11,451
▸ Asset consumption ratio	35.38%	34.81%	30.38%	30.64%	27.85%
▸ Reserves as % of operating expenses (>20%)**	33.05%	36.66%	37.28%	38.79%	39.45%
Financial Indicators					
▸ Sustainability					
▸ financial assets to liabilities	1.3997	1.3753	1.2443	1.1989	1.1562
▸ financial assets to liabilities excluding long term debt	3.3864	3.8531	3.1281	3.0479	3.0899
▸ long term debt to tangible capital assets	32.06%	37.44%	37.67%	45.36%	49.36%
▸ capital reserves to accumulated amortization	51.40%	53.71%	53.57%	62.20%	65.51%
▸ Flexibility					
▸ Debt charges to total operating revenue (<5%)**	3.96%	4.12%	3.94%	4.15%	4.18%
▸ Total operating revenue to taxable assessment	0.71%	0.72%	0.79%	0.79%	0.84%
▸ Working capital to operating expenses (>10%)**	32.06%	35.83%	36.50%	38.13%	38.89%
▸ Vulnerability					
▸ Operating government transfers ▸ to operating revenue	63.77%	63.36%	63.36%	63.85%	64.59%
▸ Total government transfers ▸ to total revenues	64.45%	63.70%	63.92%	62.88%	64.59%

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of the Corporation of the County of Frontenac are the responsibility of the County's management and have been prepared in compliance with legislation, and in accordance with Canadian Public Sector Accounting Standards. A summary of significant accounting policies are described in note 2 to the consolidated financial statements. The preparation of consolidated financial statements necessarily involves the use of estimates based on management's judgement, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The County's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of consolidated financial statements. These systems are monitored and evaluated by management.

The consolidated financial statements have been audited by Allan and Partners LLP, independent external auditors appointed by the County. The accompanying Auditor's Report outlines their responsibilities, the scope of their examination and their opinion on the County's consolidated financial statements.

Chief Administrative Officer

Treasurer

DRAFT

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the County of Frontenac:

We have audited the accompanying financial statements of the Corporation of the County of Frontenac which comprise the consolidated statement of financial position as at December 31, 2016 and the consolidated statement of operations, changes in net financial assets and cash flows for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

The Corporation of the County of Frontenac's management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Corporation of the County of Frontenac as at December 31, 2016 and its consolidated results of operations, consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian Public Sector Accounting Standards.

Allan and Partners LLP
Chartered Professional Accountants
Licensed Public Accountants

Perth, Ontario,
April 18, 2017.

Draft **County of Frontenac**
Consolidated Statement of Financial Position

December 31	2016	2015
	\$	\$
ASSETS		
Financial Assets		
Cash	5,909,357	13,952,271
Investments	8,177,590	---
Accounts receivable	3,491,442	4,024,390
	17,578,389	17,976,661
LIABILITIES		
Financial Liabilities		
Accounts payable and accrued liabilities	4,323,231	3,691,223
Employee future benefit obligations (note 3)	299,998	286,397
Deferred revenues	91,571	130,141
Deferred revenues ▶ obligatory reserve fund (note 4)	476,072	557,719
Long term liabilities (note 5)	7,368,209	8,405,671
	12,559,081	13,071,151
NET FINANCIAL ASSETS	5,019,308	4,905,510
NON-FINANCIAL ASSETS		
Tangible capital assets (note 14)	22,981,830	22,453,621
Inventories	225,140	220,314
Prepaid expenses	95,066	30,387
	23,302,036	22,704,322
Commitments (note 11) Contingent Liabilities (note 9)		
MUNICIPAL EQUITY (note 6)	28,321,344	27,609,832

The accompanying notes are an integral part of these consolidated financial statements.

Draft			
County of Frontenac			
Consolidated Statement of Operations			
For the year ended December 31	(Note 16) Budget	2016	2015
	\$	\$	\$
REVENUES			
Taxation > from other governments	9,079,079	9,041,153	8,744,529
User charges	3,240,550	3,299,848	3,196,584
Government grants > provincial	14,989,863	15,502,560	14,997,871
> other municipalities	8,881,505	9,081,225	8,455,803
> Federal	---	35,250	82,764
Deferred revenues earned (note 4)	1,106,984	893,016	971,785
Provincial offences fines penalties	172,306	103,238	240,982
Investment income	140,000	130,038	144,351
Other income	401,818	521,417	353,479
TOTAL REVENUES	38,012,105	38,607,745	37,188,148
EXPENDITURES			
General government	2,802,801	2,800,513	2,467,745
Protection to persons and property	6,774	1,692	7,308
Transportation services	983,242	1,027,781	956,526
Ambulance services	16,255,871	16,748,837	16,622,736
Health services	732,195	732,191	717,838
Social and family services	13,474,679	13,889,796	13,043,074
Libraries	807,688	812,960	817,268
Social housing	889,560	842,236	686,166
Planning and development	1,248,961	834,286	909,596
Other	952,144	952,184	918,999
TOTAL EXPENDITURES	38,153,915	38,642,476	37,147,256
NET (EXPENDITURES) REVENUES FROM OPERATIONS	(141,810)	(34,731)	40,892
OTHER			
Grants and transfers related to capital			
Government grants	---	---	109,874
Deferred revenues earned (note 4)	---	---	541,001
Other municipalities	547,625	746,243	---
Transfer of building to South Frontenac	---	---	(2,021,386)
	547,625	746,243	(1,370,511)
ANNUAL SURPLUS (DEFICIT)	405,815	711,512	(1,329,619)
MUNICIPAL EQUITY, BEGINNING OF YEAR	27,609,832	27,609,832	28,939,451
MUNICIPAL EQUITY, END OF YEAR	28,015,647	28,321,344	27,609,832

The accompanying notes are an integral part of these consolidated financial statements.

Draft

County of Frontenac

Consolidated Statement of Changes in Net Financial Assets

For the year ended December 31	(Note 16) Budget	2016	2015
	\$	\$	\$
ANNUAL SURPLUS (DEFICIT)	405,815	711,512	(1,329,619)
Amortization of tangible capital assets	1,464,027	1,419,521	1,507,654
Acquisition of tangible capital assets	(1,510,854)	(1,975,647)	(1,100,612)
Loss on sale of tangible capital assets	---	(31,499)	(111,759)
Proceeds on sale of tangible capital assets	---	59,416	131,342
Acquisition of inventories of supplies	---	(225,140)	(220,314)
Acquisition of prepaid expenses	---	(95,066)	(30,387)
Consumption of inventories	---	220,314	198,994
Use of prepaid expenses	---	30,387	33,270
Transfer of building to South Frontenac	---	---	2,021,286
	(46,827)	(597,714)	2,429,474
INCREASE IN NET FINANCIAL ASSETS	358,988	113,798	1,099,855
NET FINANCIAL ASSETS, BEGINNING OF YEAR	4,905,510	4,905,510	3,805,655
NET FINANCIAL ASSETS, END OF YEAR	5,264,498	5,019,308	4,905,510

The accompanying notes are an integral part of these consolidated financial statements.

Draft

**County of Frontenac
Consolidated Statement of Cash Flows**

For the year ended December 31	2016	2015
	\$	\$
OPERATING ACTIVITIES		
Annual surplus (deficit) for the year	711,512	(1,329,619)
Amortization	1,419,521	1,507,654
Loss on disposal of capital assets	(31,499)	(111,759)
Transfer of building to South Frontenac	---	2,021,286
	2,099,534	2,087,562
Net Change in Non-Cash Working Capital Balances		
Accounts receivable	532,948	(495,370)
Accounts payable and accrued liabilities	632,008	(790,226)
Employee future benefit obligations	13,601	21,199
Deferred revenues	(38,569)	(34,096)
Deferred revenues ▶ obligatory reserve funds	(81,648)	(728,172)
Inventories	(4,826)	(21,320)
Prepaid expenses	(64,679)	2,883
	988,835	(2,045,102)
Working Capital from Operations	3,088,369	42,460
INVESTING ACTIVITIES		
(Increase) decrease in short term investments	(8,177,590)	8,500,000
Net (increase) decrease in investments	(8,177,590)	8,500,000
CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(1,975,647)	(1,100,612)
Proceeds on sale of tangible capital assets	59,416	131,342
Net investment in tangible capital assets	(1,916,231)	(969,270)
FINANCING ACTIVITIES		
Debt principal repayments	(1,037,462)	(975,970)
Net decrease in cash from financing activities	(1,037,462)	(975,970)
NET (DECREASE) INCREASE IN CASH	(8,042,914)	6,597,220
CASH, BEGINNING OF YEAR	13,952,271	7,355,051
CASH, END OF YEAR	5,909,357	13,952,271

The accompanying notes are an integral part of these consolidated financial statements.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016**

1. Status of the County of Frontenac

The County of Frontenac (the 'County') was incorporated in 1865 and assumed its responsibilities under the authority of the Provincial Secretary. The County operates as an upper tier government in the County of Frontenac, in the Province of Ontario, Canada and provides municipal services such as emergency measures, public health services, ambulance services, social and family assistance, planning and development and other general government operations.

2. Significant Accounting Policies

The consolidated financial statements of the Corporation of the County of Frontenac are the representations of management and have been prepared in all material respects in accordance with Canadian Public Sector Accounting Standards. Significant aspects of the accounting policies by the County are as follows:

Basis of Consolidation

- (i) The consolidated financial statements reflect financial assets, liabilities, operating revenues and expenditures, reserves, reserve funds and changes in investment in tangible capital assets of the County. The reporting entity is comprised of all organizations, committees and local boards accountable for the administration of their financial affairs and resources to the County and which are owned or controlled by the County. Interdepartmental and inter-organizational transactions and balances between these organizations are eliminated. These consolidated financial statements include:

- Fairmount Home for the Aged

- (ii) Non-consolidated entities:

Kingston, Frontenac and Lennox and Addington Public Health is not consolidated and only the contributions by the County are reported on the Consolidated Statement of Operations

The Kingston-Frontenac Public Library Board is not consolidated and only the contributions by the County are reported on the Consolidated Statement of Operations.

Basis of Accounting

- (i) The consolidated financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenditures are recognized as they are incurred and measurable based on receipt of goods and services and/or the creation of a legal obligation to pay.
- (ii) Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year.
- (iii) Trust funds and their related operations administered by the County are not included in these financial statements but are reported separately on the Trust Funds Statement of Financial Activities and Financial Position.

Draft

**County of Frontenac
Notes to the Consolidated Financial Statements**

December 31, 2016

2. Significant Accounting Policies / continued

Basis of Accounting / continued

Tangible Capital Assets

Tangible capital assets are recorded at historical cost or where historical cost records were not available, other methods determined to provide a best estimate of historical cost and accumulated amortization of the assets. In certain cases the County used replacement costs and appropriate indices to deflate the replacement cost to an estimated historical cost at the year of acquisition. Costs include all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets are amortized on a straight line basis over their estimated useful lives as follows:

Land	
Land Improvements	10 - 30 years
Buildings	10 - 50 years
Vehicles	4.5 - 15 years
Machinery and Equipment	3 to 30 years
Bridges	16 to 50 years
Work in Progress	

Amortization is charged for the months in use. Assets under construction are not amortized until the asset is available for productive use, at which time they are capitalized.

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

When tangible capital assets are disposed of, either by way of a sale, destruction or loss, or abandonment of the asset, the asset's net book value, historical cost less accumulated amortization, is written off. Any resulting gain or loss, equal to the proceeds on disposal less the asset's net book value, is reported on the consolidated statement of operations in the year of disposal. Transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

When conditions indicate that a tangible capital asset no longer contributes to the County's ability to provide services or the value of the future economic benefits associated with the tangible capital asset are less than its net book value, and the decline is expected to be permanent, the cost and accumulated amortization of the asset are reduced to reflect the revised estimate of the value of the asset's remaining service potential. The resulting net adjustment is reported as an expense on the consolidated statement of operations.

Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016**

2. Significant Accounting Policies / continued**Inventories and Prepaid Expenses**

Inventories and prepaid expenses held for consumption are recorded at the lower of cost or replacement cost.

Pension and Employee Benefits

The County accounts for its participation in the Ontario Municipal Employees Retirement System ('OMERS'), a multi-employer public sector pension fund, as a defined benefit plan. The OMERS plan specifies the retirement benefits to be received by employees based on length of service and pay rates.

Cash and Cash Equivalents

The County considers cash and cash equivalents to be highly liquid investments with original maturities of three months or less.

Government Transfers

Government transfers are recognized in the financial statements as revenues in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be made.

Deferred Revenues

The County defers recognition of user charges and fees which have been collected but for which the related services have yet to be performed. Government transfers of gas taxes, are reported as deferred revenues in the Consolidated Statement of Financial Position. These amounts will be recognized as revenues in the fiscal year the services are performed.

The County receives restricted contributions under the authority of Federal and Provincial legislation and County by-laws. These funds by their nature are restricted in their use and until applied to applicable costs are recorded as deferred revenue. Amounts applied to qualifying expenses are recorded as revenue in the fiscal period they are expended.

Deferred revenue represents certain user charges and fees which have been collected but for which the related services have yet to be performed. Deferred revenue also represents contributions that the County has received pursuant to legislation, regulation or agreement that may only be used for certain programs or in the completion of specific work. These amounts are recognized as revenue in the fiscal year the services are performed or related expenses incurred.

Investments

Short-term and long-term investments are recorded at cost plus accrual interest. If the market value of investments become lower than cost and the decline in value is considered to be other than temporary, the investments are written down to market value.

Investment income earned on available current funds and reserve funds (other than obligatory funds) are reported as revenue in the period earned. Investment income earned on obligatory reserve funds is added to the fund balance and forms part of the respective deferred revenue balance.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016**

2. Significant Accounting Policies / continued**Financial Instruments**

All financial instruments are initially recognized at fair value on the consolidated statement of financial position. The County has classified each financial instrument into one of the following categories: held-for-trading financial assets and liabilities, loans and receivables, held-to-maturity financial assets and other financial liabilities. Subsequent measurement of financial instruments is based on their classification.

Held-for-trading financial assets and liabilities are subsequently measured at fair value with changes in those fair values recognized in net revenues.

Loans and receivables, held-to-maturity financial assets and other financial liabilities are subsequently measured at amortized cost using the effective interest method.

The County classifies cash and cash equivalents as held-for-trading financial assets, accounts receivable as loans and receivables, and accounts payable and accrued liabilities as other financial liabilities.

Measurement Uncertainty

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenditures during the period. Actual results could differ from these estimates. These estimates are reviewed periodically and as adjustments become necessary, they are recorded in the consolidated financial statements in the period in which they become known.

3. Employee Future Benefit Obligations

Extended health care and dental:

The County provides extended health care and dental to employees who meet specific criteria within the Fairmount Home and Paramedic Services. Extended health care and dental benefits continue to be available to early retirees at 100% of their cost up to the age of 60, then between the age of 60 and 65, the retiree will generally be responsible for paying 50% of the benefit premiums.

Retirement Benefits

An independent actuarial study of the employee non-pension retirement benefits has been undertaken. The most recent valuation of the employee future benefits was completed at December 31, 2016.

The accrued benefit obligations relating to employee non-pension retirement benefits has been actuarially determined using the projected benefit method pro-rated on services. At December 31, 2016, based on actuarial update, the accrued benefit obligation was \$299,998 (2015 \$286,397).

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County of Frontenac
Notes to the Consolidated Financial Statements

December 31, 2016

3. Employee Future Benefit Obligations / continued

The significant actuarial assumptions adopted in estimating the County's accrued benefit obligation are as follows:

Discount rate	5% per annum
Inflation rate	2% per annum
Salary escalation	3% per annum
Dental benefits escalation	4% per annum
Health benefits escalation	4% per annum

Employee benefit obligations are comprised of:

	2016	2015
	\$	\$
Opening balance	286,397	265,198
Expense recognized for the year	11,996	16,452
Interest cost	11,213	10,893
Benefit payments	(6,193)	(6,403)
Amortization of actuarial losses	(3,415)	257
Accrued benefit obligation, end of year	299,998	286,397

4. Deferred Revenues

A requirement of public sector accounting standards of the Chartered Professional Accountants of Canada is that obligatory reserve funds be reported as deferred revenues. This requirement is in place as Provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The transactions for the year are summarized as follows:

	2016	2015
	\$	\$
Federal Gas Tax ▶ January 1, 2016	557,719	1,285,891
Federal grant ▶ gasoline tax	801,884	763,699
Investment income	9,485	20,915
Transfer to operating fund	(893,016)	(971,785)
Transfer to capital fund	---	(541,001)
Federal Gas Tax ▶ December 31, 2016	476,072	557,719

Draft

County of Frontenac
Notes to the Consolidated Financial Statements

December 31, 2016

5. Long Term Liabilities

- (a) The balance of long term liabilities reported on the "Consolidated Statement of Financial Position" is comprised of the following:

	2016	2015
	\$	\$
Debenture issue	7,368,209	8,405,671
Net long term liabilities at the end of the year	7,368,209	8,405,671

A debenture was issued on September 12, 2002 maturing September 12, 2022, to finance a building project at Fairmount Home for the Aged. The debenture has an interest rate of 6.157% with principal repayments commencing on September 12, 2003. Debt repayment costs will be recovered from future revenue. The City of Kingston's share of the debt repayment was established through a Mediated Settlement dated August 7, 2002 and is based on 50% of the repayments related to the 32 new beds and 74% of the repayments related to the 96 existing beds.

- (b) Principal payments fall due as follows:

	General Revenues
	\$
2017	1,102,828
2018	1,172,313
2019	1,246,176
2020	1,324,693
2021	1,408,157
2022	1,114,042
	7,368,209

- (c) Interest expense on long term liabilities in 2016 amounted to \$490,254 (2015 \$555,381).
- (d) These payments are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016****6. Municipal Equity**

	2016	2015
	\$	\$
Investment in tangible capital assets		
Tangible capital assets	22,981,834	22,453,621
Long term liabilities	(7,368,209)	(8,405,671)
	15,613,625	14,047,950
Unfunded Future Employee Liabilities	(62,604)	(56,562)
Reserves (Schedule 1)	11,165,782	11,806,566
Reserve Funds (Schedule 1)	1,604,541	1,811,878
Total Municipal Equity	28,321,344	27,609,832

7. Pension Contributions

The County makes contributions to the Ontario Municipal Employees Retirement System ("OMERS"), which is a multi-employer plan, on behalf of all permanent members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Employers and employees contribute to the plan. Since any surpluses or deficits are a joint responsibility of all Ontario municipalities and their employees, the County does not recognize any share of the OMERS pension surplus or deficit in these consolidated financial statements.

The amount contributed to OMERS was \$1,530,159 (2015 \$1,384,390) for current services and is included as an expenditure on the Consolidated Statement of Operations classified under the appropriate functional expenditure. Contributions by employees were a similar amount.

8. Trust Funds

Trust funds administered by the County amounting to \$9,152 (2015 \$7,588) are presented in a separate financial statement of trust fund balances and operations. As such balances are held in trust by the County for the benefit of others, they are not presented as part of the County's financial position or financial activities.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016**

9. Contingent Liabilities

- (a) The County is contingently liable for its share of any operating deficit of the Kingston-Frontenac Public Library Board, which is approximately 13% of the accumulated balance as at the end of the year for the Board. The County's share of the accumulated operating surplus (deficit) is \$(7,596) (2015 \$13,687).
- (b) The nature of municipal activities is such that there may be litigation pending or in prospect at any time. With respect to claims as at December 31, 2016, management believes that the County has valid defences and appropriate insurance coverages in place.

In the event any claims are successful, management believes that such claims are not expected to have a material effect on the County's financial position.

10. Contributions to Joint Boards

- (a) The assets and liabilities of the Kingston-Frontenac Public Library Board have not been consolidated. The County contributions to the Library Board for 2016 are \$812,959 (2015 \$775,147) and are reported on the Consolidated Statement of Operations.
- (b) The assets and liabilities of the Kingston-Frontenac and Lennox and Addington Health Board have not been consolidated. The County made the following contributions to the Kingston, Frontenac and Lennox and Addington Health Board for 2016 \$732,191 (2015 \$717,838).

11. Commitments

- (a) The County leases premises under long term operating lease agreements with terms as follows:
 - (i) \$27,000 per annum plus HST to December 31, 2016, adjusted annually for additional rent and realty taxes; adjusted annually for additional rent and realty taxes;
 - (ii) \$28,000 per annum plus HST;
 - (iii) \$27,004 per annum in 2016;
 - (iv) \$55,929 per annum plus HST to December 31, 2016;
 - (v) \$4,000 per annum plus HST first five year term to 2015 and the following 15 years \$4,000 plus CPI escalator, plus HST;
- (b) In 2008, the County pledged \$54,000 annually for 10 years to the University Hospitals Kingston Foundation, a joint fund raising appeal undertaken by the Foundation on behalf of local hospitals. The County has provided \$54,000 as the ninth of 10 payments, as of December 31, 2016.

Draft**County of Frontenac
Notes to the Consolidated Financial Statements****December 31, 2016**

11. Commitments / continued

- (c) In 2012, the Kingston Frontenac Housing Corporation entered into an agreement with the City of Kingston to pay \$12,500 per year beginning in 2012 to provide for a new septic system at the social housing site in Verona. Through the cost sharing agreement with the City of Kingston the County of Frontenac is obligated for 100% of the costs of the social housing units in the County, including this annual repayment.
-

12. Cost Sharing Allocations

The Local Service Realignment sets out formulae under which the costs for Social Services, Child Care, Social Housing, Provincial Offences and Land Ambulance are shared between the County of Frontenac and the City of Kingston. A new cost sharing arrangement was derived for the period of 2004 to 2006 through an arbitrated settlement and continued on a year to year basis. Program costs for Social Services and Child Care are distributed on the basis of caseload and Social Housing costs are allocated by the location of the unit. The administrative costs for these services are allocated on the basis of weighted assessment. The cost of Land Ambulance and the net revenue of Provincial Offences are distributed on the basis of weighted assessment.

13. Risk Management

In the normal course of operations, the County is exposed to a variety of financial risks which are actively managed by the County.

The County's financial instruments consist of cash, investments, accounts receivable and accounts payable and accrued liabilities. The fair values of cash, investments and accounts payable and accrued liabilities approximate their carrying values because of their expected short term maturity and treatment on normal trade terms.

The County's exposure to and management of risk has not changed materially from December 31, 2015.

Credit Risk

Credit risk arises from the possibility that the entities to which the County provides services to may experience difficulty and be unable to fulfill their obligations. The County is exposed to financial risk that arises from the credit quality of the entities to which it provides services. The County does not have a significant exposure to any individual customer or counter party. As a result, the requirement for credit risk related reserves for accounts receivable is minimal.

Interest Rate Risk

Interest rate risk arises from the possibility that the value of, or cash flows related to, a financial instrument will fluctuate as a result of changes in market interest rates. The County is exposed to financial risk that arises from the interest rate differentials between the market interest rate and the rates on its cash and cash equivalents. Changes in variable interest rates could cause unanticipated fluctuations in the County's operating results.

Draft

**County of Frontenac
Notes to the Consolidated Financial Statements**

December 31, 2016

13. Risk Management / continued

Liquidity Risk

Liquidity risk is the risk that the County will not be able to meet its obligations as they fall due. The County requires working capital to meet day-to-day operating activities. Management expects that the County's cash flows from operating activities will be sufficient to meet these requirements.

14. Tangible Capital Assets

	2016	2015
	\$	\$
Land	627,268	536,076
Land Improvements	1,693,564	1,677,091
Buildings	16,309,737	16,780,033
Vehicles	1,001,872	828,267
Machinery and Equipment	2,590,944	1,828,633
Bridges	758,445	771,767
Work in Progress	---	31,754
	22,981,830	22,453,621

For additional information, see Schedule 2 ▶ Tangible Capital Assets.

15. Segmented Information

The County is a diversified municipal government that provides a wide range of services to its citizens. The services are provided by departments and their activities are reported in the consolidated statement of operations.

Departments have been separately disclosed in the segmented information, along with the service they provide, as set out in the schedule below.

For each reported segment, expenditures represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information.

The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in note 2.

Draft

**County of Frontenac
Notes to the Consolidated Financial Statements**

December 31, 2016

15. Segmented Information / continued

2016	Salaries, Wages & Employee Benefits	Rents and Debt Interest	Materials & Services	External Transfers	Amortization	Total
	\$	\$	\$	\$	\$	\$
General Government						
Administration	1,339,311	---	1,181,893	953,392	278,101	3,752,697
Protection to Persons and Property	---	---	1,692	---	---	1,692
Transportation	932,510	---	91,209	---	4,062	1,027,781
Health Services						
Public Health Services	---	---	732,191	---	---	732,191
Ambulance	13,530,719	---	2,626,049	---	592,069	16,748,837
Social and Family Assistance						
General Assistance	---	---	1,225,072	---	---	1,225,072
Assistance to Aged Persons	9,416,254	490,254	2,212,927	---	545,289	12,664,724
Social Housing	---	---	842,236	---	---	842,236
Recreation and Cultural Services						
Libraries	---	---	812,960	---	---	812,960
Planning and Development	364,500	---	469,786	---	---	834,286
2016	25,583,294	490,254	10,196,015	953,392	1,419,521	38,642,476

Draft

County of Frontenac
Notes to the Consolidated Financial Statements

December 31, 2016

15. Segmented Information / continued

2015	Salaries, Wages & Employee Benefits	Rents and Debt Interest	Materials & Services	External Transfers	Amortization	Total
	\$	\$	\$	\$	\$	\$
General Government						
Administration	952,837	---	1,208,306	918,999	306,601	3,386,743
Protection to Persons and Property	---	---	7,308	---	---	7,308
Transportation	883,678	---	68,785	---	4,062	956,525
Health Services						
Public Health Services	---	---	717,838	---	---	717,838
Ambulance	13,356,439	224,312	2,420,673	---	621,313	16,622,737
Social and Family Assistance						
General Assistance	---	---	1,202,547	---	---	1,202,547
Assistance to Aged Persons	8,592,753	552,209	2,162,008	---	533,556	11,840,526
Social Housing	---	---	686,166	---	---	686,166
Recreation and Cultural Services						
Libraries	---	---	775,147	---	42,122	817,269
Planning and Development	285,585	---	624,012	---	---	909,597
2015	24,071,292	776,521	9,872,790	918,999	1,507,654	37,147,256

16. Budget Figures

The operating budget approved by County Council, for 2016 is reflected on the Consolidated Statement of Operations. The budgets established for capital investment in tangible capital assets are on a project oriented basis, the costs of which may be carried out over one or more years and, therefore, may not be comparable with current year's actual expenditure amounts.

Draft			
Schedule 1 ▶ Continuity of Reserves and Reserve Funds			
For the year ended December 31	(Note 16) Budget	2016	2015
	\$	\$	\$
Revenues			
Investment income	---	41,474	58,363
Total Net Revenues	---	41,474	58,363
Net Transfers From / (To) Other Funds			
Transfers from operations	(256,272)	(1,233,863)	386,923
Transfers to capital acquisitions	830,781	344,268	(295,232)
Total Net Transfers	574,509	(889,595)	91,691
Balances, Change in Year	574,509	(841,121)	150,054
Balances, Beginning of Year	13,618,444	13,618,444	13,468,390
Reserves and Reserve Fund Balances, End of Year	14,192,953	12,770,323	13,618,444

The accompany notes are an integral part of these consolidated financial statements.

Draft

County of Frontenac
Schedule 1 ▶ Composition of Reserves and Reserve Funds

For the year ended December 31	2016	2015
	\$	\$
Reserves set aside for specific purposes by Council:		
Operating		
Working Fund ▶ County of Frontenac	1,249,347	1,572,346
Frontenac Paramedic Service ▶ Severance	217,139	261,300
▶ NEER	92,832	170,576
Fairmont Home ▶ operating	49,191	18,507
▶ severance	568	71,450
Land Use Planning	337,838	203,381
Asset Replacement		
Capital replacement	1,788,953	1,494,150
Ontarians with Disabilities	80,000	70,000
Land acquisition	299,637	80,587
GIS Project	---	8,715
Fairmont Home ▶ capital replacement	846,752	833,514
▶ capital reserve fund *	1,285,740	1,393,998
Frontenac Paramedic Service ▶ vehicle replacement	809,366	961,436
▶ equipment replacement	1,204,655	1,188,488
▶ general	---	156,194
External Agency Reserves		
Library reserve	188,769	185,141
Social housing ▶ Out of Scope	215,186	355,677
Renovates program reserve	100,858	403,430
Strategic Regional Reserves		
Investing in Ontario reserve fund *	149,961	252,343
Strategic projects reserve	2,418,159	2,480,615
Stabilization Reserves		
County of Frontenac	1,239,902	1,271,551
Legally Restricted		
Frontenac Howe Islander Ferry Reserve	26,629	19,508
Donations *	120,297	118,051
Pathways *	48,544	47,486
Total Reserves and Reserve Funds	12,770,323	13,618,444
 Reserves	 11,165,782	 11,806,566
Reserve Funds *	1,604,541	1,811,878
Total Reserves and Reserve Funds	12,770,323	13,618,444

The accompany notes are an integral part of these consolidated financial statements.

Draft

**County of Frontenac
Schedule 2 ▶ 2016 Tangible Capital Assets**

Asset Class	Cost 01/01/16	Additions	(Disposals)	Cost 31/12/16
	\$	\$	\$	\$
Land	536,076	91,192	---	627,268
Land Improvements	2,092,468	147,978	(6,380)	2,234,066
Buildings	22,120,650	---	---	22,120,650
Vehicles	3,046,387	628,881	(569,530)	3,105,738
Machinery & Equipment	5,817,767	1,139,350	(290,053)	6,667,064
Bridges	797,779	---	---	797,779
Work in Progress	31,754	(31,754)	---	---
	34,442,881	1,975,647	(865,963)	35,552,565

Asset Class	Accumulated Amortization 01/01/16	Amortization	(Disposals)	Accumulated Amortization 31/12/16	Net Book Value 31/12/16
	\$	\$	\$	\$	\$
Land	---	---	---	---	627,268
Land Improvements	415,377	127,039	(1,914)	540,502	1,693,564
Buildings	5,340,617	470,296	---	5,810,913	16,309,737
Vehicles	2,218,120	431,826	(546,080)	2,103,866	1,001,872
Machinery & Equipment	3,989,134	377,038	(290,052)	4,076,120	2,590,944
Bridges	26,012	13,322	---	39,334	758,445
Work in Progress	---	---	---	---	---
	11,989,260	1,419,521	(838,046)	12,570,735	22,981,830

The accompany notes are an integral part of these consolidated financial statements.

Draft

**County of Frontenac
Schedule 2 ▶ 2015 Tangible Capital Assets**

Asset Class	Cost 01/01/15	Additions	(Disposals)	Cost 31/12/15
	\$	\$	\$	\$
Land	536,076	---	---	536,076
Land Improvements	1,828,261	264,207	---	2,092,468
Buildings	24,256,454	---	(2,135,804)	22,120,650
Vehicles	2,975,067	202,829	(131,509)	3,046,387
Machinery & Equipment	5,654,623	320,269	(157,125)	5,817,767
Bridges	467,159	330,620	---	797,779
Work in Progress	49,067	---	(17,313)	31,754
	35,766,707	1,117,925	(2,441,751)	34,442,881

Asset Class	Accumulated Amortization 01/01/15	Amortization	(Disposals)	Accumulated Amortization 31/12/15	Net Book Value 31/12/15
	\$	\$	\$	\$	\$
Land	---	---	---	---	536,076
Land Improvements	303,013	112,364	---	415,377	1,677,091
Buildings	5,012,450	509,710	(181,543)	5,340,617	16,780,033
Vehicles	1,848,569	481,577	(112,026)	2,218,120	828,267
Machinery & Equipment	3,687,305	391,829	(90,000)	3,989,134	1,828,633
Bridges	13,838	12,174	---	26,012	771,767
Work in Progress	---	---	---	---	31,754
	10,865,175	1,507,654	(383,569)	11,989,260	22,453,621

The accompany notes are an integral part of these consolidated financial statements.

DRAFT

INDEPENDENT AUDITOR'S REPORT

To the Members of Council, Inhabitants and Ratepayers of the Corporation of the County of Frontenac:

We have audited the accompanying financial statements of the Corporation of the County of Frontenac which comprise the statement of financial position of the trust funds as at December 31, 2016 and the statement of financial activities of the trust funds for the year then ended and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

The Corporation of the County of Frontenac's management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Public Sector Accounting Standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

DRAFT

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

The trust funds of the Corporation of the County of Frontenac derives receipts from the Homes for Senior Citizen residents, which are not susceptible to complete audit verification. Accordingly our verification of such receipts was limited to accounting for the amounts recorded in the records of the trust funds.

In our opinion, except for the effect of adjustments which might have been required had receipts from the Homes for Senior Citizens residents been susceptible to complete audit verification, these financial statements present fairly, in all material respects, the financial position of the trust funds of the Corporation of the County of Frontenac as at December 31, 2016 and the financial activities for the year ended in accordance with Canadian Public Sector Accounting Standards.

Allan and Partners LLP
Chartered Professional Accountants
Licensed Public Accountants

Perth, Ontario,
April 18, 2017.

Draft

**County of Frontenac
Trust Funds**

Statement of Financial Position

December 31	Fairmount Home Residents'	Bridget Fowler	2016	2015
	\$	\$	\$	\$
ASSETS				
Cash	5,104	4,047	9,151	7,588
FUND BALANCES	5,104	4,047	9,151	7,588

Statement of Financial Activities

For the year ended December 31	Fairmount Home Residents'	Bridget Fowler	2016	2015
	\$	\$	\$	\$
REVENUES				
Residents' deposits	11,677	---	11,677	6,328
Interest	---	410	410	394
	11,677	410	12,087	6,722
EXPENDITURES				
Residents' withdrawals	10,224	---	10,224	7,602
Payments	---	300	300	368
	10,224	300	10,524	7,970
NET REVENUES (EXPENDITURES) FOR THE YEAR	1,453	110	1,563	(1,248)
BALANCE AT THE BEGINNING OF THE YEAR	3,651	3,937	7,588	8,836
BALANCE AT THE END OF THE YEAR	5,104	4,047	9,151	7,588

The accompanying notes are an integral part of these financial statements.

Draft

**County of Frontenac
Trust Funds
Notes to the Financial Statements**

December 31, 2016

1. Significant Accounting Policies

Reporting Entity

Expenditures are reported on the cash basis of accounting with the exception of administrative expenses which are reported on the accrual basis of accounting, which recognizes expenditures as they are incurred and measurable as a result of the receipt of goods or services and the creation of a legal obligation to pay.



Report 2017-051

Recommend Report to Council

To: Warden and Council Members of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Paul Charbonneau, Director of Emergency and Transportation Services

Date of meeting: April 18, 2017

Re: Corporate Services – Finance – Land Ambulance Hwy 15 Lease Agreement

Recommendation

Resolved That the Council of the County of Frontenac receive the Corporate Services – Finance – Land Ambulance Hwy 15 Lease Agreement report;

And Further That Council pass a by-law authorizing the Warden and Clerk to execute a lease agreement with the City of Kingston for the Hwy 15 Land Ambulance Station.

Background

Frontenac Paramedic service leased the base located at Hwy 15 from Hotel Dieu Hospital after the services were transferred to the County from Hotel Dieu in 2004. The City of Kingston owns the property, however had provided a head lease to Hotel Dieu hospital as it operated the City ambulance service prior to 2004.

The County notified the City of the pending expiry of the County's lease with Hotel Dieu in October 2015 and has been trying to finalize a lease agreement with the City since then. In the meantime, the City extended its lease with Hotel Dieu to February 2016, requiring that the County's lease agreement with the City commence March 1, 2016.

LEASE AGREEMENT

This Lease made in duplicate and effective on the 1st day of March, 2016.

B E T W E E N:

THE CORPORATION OF THE CITY OF KINGSTON

(the "Landlord")

- and -

THE CORPORATION OF THE COUNTY OF FRONTENAC

(the "Tenant")

In consideration of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease for the property, including land and buildings, together with a right of access over the common driveway to Highway 15, known municipally as 1665 Highway 15, Kingston, Ontario, Canada (the ("Premises") as shown on Schedule "A" attached hereto.

SECTION 1: GRANT OF LEASE

- 1.1 The Landlord leases the Premises to the Tenant:
 - (i) for the Term set forth in Section 2;
 - (ii) at the Rent set forth in Section 3; and
 - (iii) subject to the conditions and in accordance with the covenants, obligations, and agreements herein.
- 1.2 The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title and covenants that no such encumbrances on title impairs the ability of the Landlord to grant such leasehold interest.
- 1.3 The Tenant hereby leases and accepts the Premises from the Landlord and covenants to pay the Rent and to observe and perform all the covenants and obligations to be observed and performed by the Tenant pursuant to this Lease. The Tenant agrees that, except as may be specifically set out herein, the Premises, including the building currently being used as a land ambulance station (the "Building"), are accepted on an "as is" basis and there is no promise, representation or undertaking binding upon the Landlord with respect to any alteration, re-modelling or decoration of the Premises or with respect to the installation of equipment or fixtures in the Premises.

SECTION 2: TERM, POSSESSION, EXTENSION AND TERMINATION

- 2.1 The Tenant shall have possession of the Premises for a period commencing on March 1, 2016 (the "Commencement Date") and ending on February 28, 2026 (the "Expiration Date"), subject to the option to extend as set out in Clause 2.3 herein.
- 2.2 Subject to the Landlord's rights under this Lease, and as long as the Lease is in good standing, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any interruption

or disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

- 2.3
- Provided that when not in default at the time of the extension request, the Tenant shall have the option to extend this lease agreement for a second term of ten (10) years upon the same terms and conditions except for Rent (as defined below) which shall be negotiated. The Tenant shall deliver to the Landlord written notice of its intention to extend six (6) months prior to the expiration date of the Term of the lease agreement.
- 2.4
- Provided the Tenant is not in material default of this Lease, the Tenant may terminate this Lease on the provision of six (6) months notice in writing to the Landlord. Notwithstanding the foregoing, in the event that the right of the Tenant to provide land ambulance services is revoked or terminated by the authority of the Province of Ontario, this lease shall automatically terminate, without penalty or payment, sixty (60) days after the Tenant ceases to use the Premises as a land ambulance station.

SECTION 3: RENT

- 3.1
- Rent means the amounts payable by the Tenant to the Landlord pursuant to this Section, and includes Base Rent. All other operating costs for which the Tenant is responsible and non-structural maintenance and repair costs of the Premises are in addition to Base Rent and shall be paid by the Tenant directly to the supplier or to the Landlord as may be agreed upon.
- 3.2
- The Tenant covenants to pay to the Landlord, during the period of March 1, 2016 to February 28, 2017, Base Rent in the amount of Twenty Seven Thousand Dollars (\$27,000.00) plus applicable tax, payable in advance in equal monthly instalments of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) plus applicable tax.
- 3.3
- The Base Rent for each successive year of the Term shall be as follows plus applicable tax, payable in advance on the first day in each month, in equal monthly instalments:

Period	Annual Base Rent	Monthly Base Rent
March 1, 2017 to February 28, 2018	\$27,540.00	\$2,295.00
March 1, 2018 to February 28, 2019	\$28,091.80	\$2,340.98
March 1, 2019 to February 29, 2020	\$28,652.62	\$2,387.72
March 1, 2020 to February 28, 2021	\$29,225.67	\$2,435.47
March 1, 2021 to February 28, 2022	\$29,810.18	\$2,484.18
March 1, 2022 to February 28, 2023	\$30,406.39	\$2,533.87
March 1, 2023 to February 28, 2024	\$31,014.51	\$2,584.54
March 1, 2024 to February 29, 2025	\$31,634.80	\$2,636.23
March 1, 2025 to February 28, 2026	\$32,267.50	\$2,688.96

- 3.4
- The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all amounts payable by the Tenant to the Landlord pursuant to the provisions of this Lease shall be deemed to be Additional Rent plus applicable tax whether or not specifically designated as such in this Lease.
- 3.5
- The Landlord and the Tenant agree that, except as may be otherwise specifically provided herein, during the Term of this Lease, the Landlord shall not be responsible for any expense in respect of the Premises, and to effect the said intention of the parties, the Tenant shall pay the Operating Costs for the Premises as described in Schedule “B”. The Tenant shall pay 100% of the Operating Costs to the Landlord as Additional Rent. The Landlord may, in its sole discretion, allow the Tenant to contract for the services listed in Schedule “B” under Operating Costs and allow the Tenant to pay the supplier directly for those

services. The Tenant shall provide the Landlord with copies of all bills paid directly to the supplier and records regarding service, inspection, testing and compliance upon the request of the Landlord at any time. The Landlord reserves the right to approve all contractors selected by the Tenant. If the services are not being performed to the Landlord's satisfaction, the Landlord reserves the right to resume the provision of the services.

- 3.6 All Additional Rent payable under this Lease shall be charged to the Tenant as Rent and, unless otherwise provided in this Lease, shall be payable on demand, without deduction or set-off, as soon after the end of the Lease Year in which the charge is made as the amount can be determined. The Landlord, acting reasonably, may in each Lease Year estimate the amount of Additional Rent payable for that Lease Year. At the Landlord's option the Additional Rent may be payable in equal monthly instalments during the Lease Year or the balance of the Term, whichever is shorter. If monthly instalments are made, the amount of the Additional Rent actually due shall be calculated at the end of the Lease Year, or the Term, and the Tenant shall pay the deficiency, if any, on demand, or the Landlord shall credit the Tenant with any overpayment, such overpayment to be applied in payment of the instalments of Rent next falling due, or if the Term has expired, the overpayment shall be repaid to Tenant.
- 3.7 If the Tenant fails to make any of the payments required by this Lease and such failure continues after the notice required by Section 13.1(i) then the Landlord may make such payments and charge to the Tenant as Additional Rent the amounts paid by the Landlord, and if such charges are not paid by the Tenant on demand the Landlord shall be entitled to the same remedies and may take the same steps for recovery of the unpaid charges as in the event of Rent in arrears.
- 3.8 All payments to be made by the Tenant to the Landlord pursuant to this Lease shall be delivered to the Landlord at the Landlord's address for service as set out in Section 18 or to such other place as the Landlord may from time to time direct in writing.
- 3.9 If the Tenant fails to pay, when the same is due and payable, any amounts required to be paid as Rent or Additional Rent under this Lease, such unpaid amounts shall bear interest at the rate of 15% per annum calculated monthly until the date on which payment in full is received by the Landlord.
- 3.10 Any amount remitted to the Landlord pursuant to this Lease which is returned by Tenant's financial institution will be subject to the Landlord's reasonable NSF fee as charged by its banker from time to time.
- 3.11 The Tenant acknowledges and agrees that the payments of Rent and Additional Rent provided for in this Lease shall be made without any deductions for any reason whatsoever unless expressly allowed by statute or by the terms of this Lease or agreed to by the Landlord in writing and no partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

SECTION 4: ASSIGNMENT

- 4.1 The Tenant shall not assign, sublet, encumber or mortgage this Lease or any part thereof, or the Premises or any part thereof without the prior written consent of the Landlord which may not be unreasonably withheld.
- 4.2 No consent by the Landlord to an assignment or sublet of this Lease shall be considered or granted unless and until the Tenant shall deliver to the Landlord an agreement in form and substance satisfactory to the Landlord under which any assignee or subtenant assumes and agrees to be bound by all of the terms,

covenants, conditions, provisions and agreements of this Lease. In no event shall the Tenant be released from its obligations hereunder as a result of any assignment or sublet of this Lease, and the Tenant named herein and any assignee or subtenant of such Tenant who assumes the obligations of the named Tenant under this Lease, from and after such assignment or sublet, shall be jointly and severally liable for performance of all obligations of the Tenant under this Lease.

- 4.3 The consent of the Landlord to any assignment, sublet, or encumbrance shall not operate as a waiver of the necessity for consent to any subsequent assignment, sublet or encumbrance.
- 4.4 If any sublet, assignment, or encumbrance is made without the written consent of the Landlord, then the Landlord shall be entitled to treat the Tenant as being in default of this Lease with no notice required to be given and to exercise the remedies stipulated in Section 14 of this Lease and any other remedies available in law.

SECTION 5: USE

- 5.1 During the Term of this Lease and subsequent extensions thereof the Premises shall be used solely for the purpose of a land ambulance station.
- 5.2 The Tenant shall not do or permit to be done in the Premises anything which may:
 - (i) constitute a nuisance, it being understood that the permitted use as defined herein does not, in itself, constitute nuisance;
 - (ii) cause waste or damage to the Premises, the Building, or the Tenant Alterations or fixtures and equipment therein;
 - (iii) interrupt or impose upon the use and enjoyment of the Building other than the Premises by the Landlord or other occupants or users of the Building;
 - (iv) make void or voidable any insurance upon the Building;
 - (v) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Building;
 - (vi) create any hazardous or dangerous substances;
 - (vii) permit or contribute to any infestation of the Premises by pests; or
 - (viii) permit any overloading of the floors.

SECTION 6: REPAIR AND MAINTENANCE

- 6.1 The Tenant covenants that during the term of this Lease and any extension thereof the Tenant shall keep in good condition the Premises including all alterations and additions made thereto, excluding capital repairs and replacements of a structural nature pertaining to the Building envelope and replacement of mechanical systems serving the Building, which shall be the responsibility of the Landlord. The Tenant shall, with or without notice, notify the Landlord of all needed repairs and all necessary replacements as would a prudent owner.
- 6.2 The Tenant shall take every reasonable precaution to protect the Premises from risk of damage by fire, water or the elements or any other cause.
- 6.3 The Tenant shall not allow any refuse, garbage or any loose or objectionable material to accumulate in or about the Premises and will at all times keep the Premises in a clean and neat condition. The Tenant shall comply with the Landlord's regulations respecting the storage and removal of waste and until removed, all waste from the Premises shall be kept in appropriate containers.
- 6.4 The Tenant shall cooperate with the Landlord in relation to pest exterminations in respect of the Premises. The Landlord shall engage for such purposes, or the

Tenant may directly engage as may be agreed by the parties, such contractors at such intervals as the Landlord may require in its sole discretion.

- 6.5 The Tenant shall pay the entire cost of replacement with similar quality and size of any glass broken caused by actions of the tenants, its members, users or invitees, guests, or contractors, including without limitation the windows and doors in the exterior wall of the Building, during the Term of this Lease.
- 6.6 The Tenant shall immediately, but in any event no later than within forty-eight (48) hours, give written notice to the Landlord of any substantial damage that occurs to the Premises from any cause.
- 6.7 The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at reasonable times and upon reasonable notice and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Tenant by or on behalf of the Landlord. The Tenant shall make the necessary repairs that are within the Tenant's obligations under this Lease within the time specified in the notice. The Landlord shall make any repairs which it deems necessary and that are within the scope of the Landlord's obligations under this lease.
- 6.8 If the Tenant refuses or neglects to meet its obligations to keep the Premises in good repair as outlined in this Lease, the Landlord may, but shall not be obliged to, after giving the notice required by Section 13.1(ii), make any necessary repairs, and shall be permitted to enter the Premises, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Tenant for any loss, damage or inconvenience to the Tenant in connection with the Landlord's entry and repairs, and if the Landlord makes repairs the Tenant shall pay the cost of them immediately as Additional Rent.
- 6.9 Upon the expiry of the Term or other termination of this Lease the Tenant agrees peaceably to surrender the Premises, including any alterations or additions made thereto (subject to the provisions of Section 7), to the Landlord in a state of good repair in accordance with the Tenant's obligations herein, reasonable wear and tear excepted. Provided the Tenant is not in material default of this Lease and all monies due under the Lease have been paid, the Tenant shall be permitted to remove any Trade Fixtures and additions which are improvements paid for by Tenant during the Term or any extension no later than ten (10) days before the expiry or other termination of the Lease.
- 6.10 The Landlord covenants that during the Term of this Lease and any extension thereof the Landlord shall undertake all repairs and replacements to the Building of a structural nature including repairs and replacements to the foundation, exterior walls, windows excluding broken glass, exterior doors, structural components of the roof and replacement of mechanical systems serving the Building, in each case as reasonably required from time to time for the proper operation of the Building and as would a prudent owner reasonable wear and tear excepted.

SECTION 7: ALTERATIONS AND ADDITIONS

- 7.1 If, during the Term of this Lease or any extension of it, the Tenant desires to make any alterations or additions to the existing Premises, including but not limited to, erecting partitions, installation of temporary out buildings, attaching equipment, and installing necessary furnishings or additional equipment including structures relating to the Tenant's operation ("Tenant Alterations"), the Tenant may do so at its own expense, at any time and from time to time, provided the following conditions are met for Tenant Alterations of a type that typically require a building permit:

- (i) before undertaking any alteration or addition the Tenant shall submit to the Landlord two (2) sets of detailed working drawings showing the proposed alterations or additions and with any items included in the plan which are regarded by the Tenant as "Trade Fixtures";
 - (ii) the Landlord has approved such plans, in writing, such approval not to be unreasonably or arbitrarily withheld or unnecessarily delayed;
 - (iii) any and all alterations or additions to the Premises made by the Tenant comply with all applicable building code standards and by-laws of the municipality and all necessary permits have been obtained; and
 - (iv) all work to be performed in the Premises shall be performed by competent contractors and subcontractors chosen by the Tenant and approved by the Landlord prior to the commencement of any work by such contractors and subcontractors (such approval not to be unreasonably withheld) except that the Landlord may require that the Landlord's contractors and subcontractors be engaged for any work affecting the base building systems including, without limitation, structural, mechanical and electrical work.
- 7.2 The Tenant shall be responsible for and pay the cost of any alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on, or to the Premises, as a result of the Tenant's use or occupation thereof.
- 7.3 Other than the existing ground sign located on the Landlord's lands, no advertisement or notice shall be inscribed, painted or affixed by the Tenant, or any other person on the Tenant's behalf, on any part of the Premises unless the sign, advertisement or notice has been approved, in writing, in every respect by the Landlord. All signage must comply with municipal by-laws.
- 7.4 In conjunction with the completion of all Tenant Alterations, the Tenant will pay for the modification of "As built" drawings, including mechanical, electrical and sprinkler systems drawings, if such systems are modified by the Tenant, which reflect the final construction.
- 7.5 The Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any mechanics', builders', construction or other lien be filed against the Premises by reason of Tenant's or its agents' or contractors' acts or omissions or because of a claim against the Tenant, the Tenant shall cause the same to be cancelled and discharged or shall proceed diligently to contest such claim within ten (10) days after the registration thereof. Should the Tenant fail to discharge such lien within thirty (30) days after the registration thereof, the Landlord may elect to discharge such lien by paying the amount claimed to be due and any additional amounts as may be required at law or otherwise (or posting a bond in lieu thereof) into court, in which event the Tenant shall reimburse the Landlord, on demand, as Additional Rent, for the amount so paid or the amount of the bond plus all administrative costs incurred by the Landlord in connection therewith, including, without limitation, all legal fees and disbursements plus an administration fee of ten percent (10%) in connection therewith. The remedies provided herein shall be in addition to all other remedies available to the Landlord.
- 7.6 All Tenant Alterations other than Trade Fixtures in the Premises, whether placed there by the Tenant or the Landlord, shall, upon affixation, be the Landlord's property without compensation therefore to the Tenant and, subject to Section 7.8 hereof, shall not be removed from the Premises by the Tenant at any time during the Term. The Landlord shall be under no obligation to repair or maintain the Tenant's Alterations or anything in the nature of a leasehold improvement made or installed by the Tenant or the Landlord,

- 7.7 If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may remove its Trade Fixtures at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by the removal of the Tenant's Trade Fixtures.
- 7.8 Other than as provided in Sections 7.6 and 7.7 above, the Tenant shall not, during the Term of this Lease or anytime thereafter, remove from the Premises any Trade Fixtures or other goods and chattels of the Tenant, except in the following circumstances:
- (i) the removal is in the ordinary course of business;
 - (ii) the Trade Fixture, other good, or other chattel has become unnecessary for the Tenant's business or is being replaced by a new or similar Trade Fixture, other good, or other chattel; or
 - (iii) the Landlord has consented in writing to the removal;
- but in any case the Tenant shall make good any damage caused to the Premises by the installation or removal of any Trade Fixtures, other good, other chattel, equipment, partitions, furnishings and any other objects whatsoever brought into the Premises by the Tenant.
- 7.9 At the expiration or earlier termination of this Lease, the Tenant shall, at its own expense, if requested by the Landlord, remove any or all signage installed during the Term and shall repair all damage caused by the installation or the removal or both and shall restore the area to as close to its original condition to the reasonable satisfaction of the Landlord and subject to wear and tear, provided that in all cases such area shall be left by the Tenant properly functioning for its intended purpose and in good working condition.

SECTION 8: ENTRY BY LANDLORD

- 8.1 The Landlord and the Landlord's agents and representatives shall have the right to enter the Premises at any time in case of an emergency or reasonable apprehension of an emergency and at all reasonable times upon reasonable notice for any purpose permitted pursuant to the terms of this Lease, including, but not limited to, examining the Premises and making such repairs or alterations therein as may be necessary or appropriate in the Landlord's reasonable discretion for the safety and preservation of the Building. The Landlord agrees to undertake any such repairs or alterations as expeditiously as reasonably possible and shall use reasonable efforts to minimize any interference with the operation of the Tenant's business.
- 8.2 The Landlord shall have the right to use any and all means to open doors to the Premises in an emergency or reasonable apprehension of an emergency in order to obtain entry thereto without liability to the Tenant therefore. Any entry to the Premises by the Landlord by any of the foregoing means, or otherwise, shall not be construed or deemed to be a forcible or unlawful entry into or a distraint of the Premises, or an eviction, partial eviction or constructive eviction of the Tenant from the Premises, or any portion thereof, and shall not relieve the Tenant of its obligations hereunder. The Landlord shall immediately verbally notify the Tenant upon exercising its right of forced entry for the purpose set out herein in order that the Tenant can make arrangements to re-secure the Premises.

SECTION 9: ALTERATIONS BY LANDLORD

- 9.1 The Landlord may from time to time make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in the Premises where necessary to service the Building as a whole.
- 9.2 The Tenant acknowledges that in no event shall any noise or other disturbance caused by any construction or work of the Landlord constitute a breach of the Tenant's right to quiet enjoyment of the Premises and the Tenant waives and releases any claims for damages including loss of business resulting therefrom. The Landlord agrees to undertake any such repairs, replacements, changes or additions as expeditiously as reasonably possible and shall use its reasonable efforts to minimize any interference with the Tenant's operations.

SECTION 10: INSURANCE

- 10.1 The Tenant, at its sole cost and expense, shall place and at all times maintain during the Term of this Lease, general commercial liability insurance against claims for personal injury, death or damage to property arising out of any acts or omissions of the Tenant or any of its assignees, subtenants, agents, contractors, servants, employees, invitees or licensees. The Landlord shall be named as an additional insured under the policy which shall insure the Landlord against public liability and property damage that arise solely from the operations and responsibilities of the Tenant. Such insurance shall be with a company or companies acceptable to the Landlord and all policies for such insurance shall be for an amount of not less than Five Million Dollars (\$5,000,000.00) and in a form satisfactory to the Landlord. The Tenant shall provide a Certificate of Insurance upon commencement of this Lease and shall provide to the Landlord updated Certificates of Insurance annually and at any time when requested by the Landlord.
- 10.2 The Tenant acknowledges that the Landlord will insure the Premises on an all risk basis and that such premiums will be charged to the Tenant as Additional Rent as per Section 3.5.
- 10.3 The Tenant shall give immediate notice to the Landlord in case of casualty or accidents in the Premises.

SECTION 11: INDEMNITY

- 11.1 The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever (including those under or in connection with the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c.16, Sch. A, or any successor legislation), made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage, or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels thereon except to the extent attributable to the Landlord's negligence.
- 11.2 The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Construction Lien Act, R.S.O. 1990, c. C. 30* in connection with any work done for the Tenant at or on the Premises. The Tenant shall, at its own expense, promptly see to the removal of every claim from the registered title to the lands for lien or certificate of action having to do with such work and in any event within thirty (30) days of being notified in writing by the Landlord to do so,

failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

SECTION 12: DAMAGE TO THE BUILDING

12.1 If the Premises or any part thereof is damaged or destroyed, in whole or in part, by fire or other peril, then the following provisions shall apply:

- (i) if the Landlord determines that damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within 120 clear days from the happening of such damage or destruction, then the Term hereby granted shall cease from the date the damage or destruction occurred, and the Tenant shall immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
- (ii) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within 120 days from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the Rent and Additional Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent and Additional Rent shall resume immediately after the necessary repairs have been completed by the Landlord;
- (iii) if the Premises can be repaired within 120 days as aforesaid, and the damage is such that the Premises is capable of being partially used for the operation of the Tenant's business (in the Tenant's reasonable opinion), then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately;
- (iv) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by a qualified architect or engineer retained by the Landlord;
- (v) Apart from the provisions of Section 12 (i), (ii) and (iii), there shall be no abatement from or reduction of the Rent payable by the Tenant, nor shall the Tenant be entitled to claim against the Landlord for any damages, general or special, caused by fire, water, sprinkler systems, partial or temporary failure or stoppage of services or utilities which the Landlord is obliged to provide according to this Lease, from any cause whatsoever.

SECTION 13: EVENTS OF DEFAULT

13.1 In addition to any other event specified in this Lease as an Event of Default, the occurrence of any one or more of the following events during the Term (each, individually, an "Event of Default" and collectively, "Events of Default") shall constitute a breach of this Lease by the Tenant and the Landlord may exercise the rights set forth in Section 14 of this Lease or as otherwise provided at law or in equity:

- (i) The Tenant shall fail to pay any Rent or any Additional Rent (or cure any other default which is curable by the payment of money) within ten (10) days after written notice that same is due and payable; or
- (ii) The Tenant shall default in the performance of or compliance with any of

the other covenants, agreements, terms or conditions of this Lease to be performed by the Tenant (other than any default curable by the payment of money), and, unless expressly provided elsewhere in this Lease that no notice and/or opportunity to cure such default is to be afforded the Tenant, such default shall continue for a period of fifteen (15) days after written notice thereof from the Landlord to the Tenant, or, in the case of a default which cannot with due diligence be cured within fifteen (15) days, the Tenant fails to commence such cure promptly within such fifteen (15) day period and thereafter diligently prosecute such cure to completion; or

- (iii) The Tenant commits any act or neglects to do anything with the result that a valid construction lien or other encumbrance is registered against the Landlord's property; or
- (iv) The Tenant fails to cease the doing of any prohibited act described in section 5.2 above.
- (v) The Premises shall be effectively abandoned by the Tenant, as shown by failure to be in occupancy and actively carrying on the business permitted by this Lease in the Premises for a period of thirty (30) consecutive days other than for legitimate reasons such as undergoing Tenant Alterations, or due to damage or destruction.

SECTION 14: REMEDIES UPON DEFAULT

14.1 When an Event of Default on the part of the Tenant has occurred:

- (i) the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with it as it may choose; and
- (ii) the Landlord shall have the right to remove all persons and property from the Premises and store such property at the expense and risk of the Tenant or sell or dispose of such property in such manner as the Landlord sees fit without notice to the Tenant and to keep any proceeds therefrom and apply them to any outstanding amounts owing by the Tenant to the Landlord.

14.2 If, when an Event of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Events of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Additional Rent, other than its legal costs incurred to enforce its remedies hereunder.

14.3 If, when an Event of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to it under this Lease or at law the waiver shall not constitute condonation of the Event of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent it exercising its remedies with respect to a subsequent Event of Default. No covenant, term or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.

SECTION 15: OVERHOLDING

15.1 If the Tenant remains in possession of the Premises after the Expiration Date of this Lease and any extension periods and if the Landlord then accepts Rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy subject to all the terms and conditions of this Lease except those regarding the Term.

During the period of overholding either party must provide 60 days written notice to vacate the Premises.

SECTION 16: ESTOPPEL CERTIFICATE

- 16.1 At any time and from time to time upon written request by the Landlord, the Tenant shall deliver within ten (10) Business Days (as defined in Section 18.5) after such request, a certificate to the Landlord or to any present or proposed mortgagee or purchaser designated by the Landlord, in a form acceptable to the Landlord and Tenant's solicitor, certifying such information regarding the then current status of the Lease as the Landlord may require, acting reasonably.

SECTION 17: SUBORDINATION AND POSTPONEMENT

- 17.1 This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the Premises, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.
- 17.2 Upon the request of the Landlord the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- 17.3 No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.
- 17.4 Upon request from the Tenant, the Landlord shall deliver to the Tenant a non-disturbance agreement in favour of the Tenant in respect of this Lease from any existing mortgagees and chargees of the Premises.

SECTION 18: NOTICE

- 18.1 Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at: City Hall, 216 Ontario Street
Kingston, ON K7L 2Z3
Phone: (613) 546-4291 ext 3148
Fax: (613) 546-4867
Attention: Director, Real Estate & Environmental Initiatives

To the Tenant at: The Corporation of the County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H 1S0
Phone: (613) 548-9400
Fax: (613) 548-8460
Attention: County Clerk

- 18.2 The above addresses may be changed at any time by giving ten (10) days written notice.
- 18.3 Any and all notices required or which either party herein may desire to give to the other (each, a "Notice") shall be made in writing and shall be given by (i) registered mail, postage prepaid, or (ii) a local courier, or (iii) electronic means and shall be deemed to be given on the fifth (5th) Business Day after the date of mailing or one Business Day after delivery to the courier for overnight next morning delivery or on the same day as it was sent by electronic means if sent before 2:00 p.m. on a Business Day, otherwise on the next Business Day.

- 18.4 Anything contained herein to the contrary notwithstanding, any bills or invoices may be given by hand or by regular mail and, if so given, shall be deemed given on the date of delivery or refusal to accept delivery, if by hand, or on the fifth (5th) Business Day following the date of mailing, if mailed.
- 18.5 For the purposes hereof, "Business Day" means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

SECTION 19: LANDLORD REPRESENTATION

- 19.1 The Landlord covenants, represents and warrants to the Tenant that the Landlord is the registered owner of the Premises and has the full right, power and authority to enter into this Lease.
- 19.2 The Landlord shall designate one representative authorized to act on the Landlord's behalf, identified as the Director, Real Estate & Environmental Initiatives, and shall specify in written notice to the Tenant any limits on the representative's authority. The Landlord may change the identification of the Landlord's representative from time to time by notice in writing.

SECTION 20: ENVIRONMENT, SUSTAINABILITY AND ACCESSIBILITY

- 20.1 During the term of this Lease, or any extension thereof, the Tenant shall comply with all applicable environmental laws and environmental permits applicable to the operation or use of the Premises, shall cause all other persons occupying or using the Premises to comply with all such environmental laws and environmental permits, shall immediately pay all costs and expenses incurred by reason of such compliance, and shall obtain and renew all environmental permits required for operation or use of the Premises. The Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal, of hazardous waste in the Premises, or transport or permit the transportation of hazardous materials to or from the Premises except for limited quantities used or stored in the Premises and required in connection with the routine operation and maintenance of the Premises, and then only in compliance with all applicable environmental laws and environmental permits.
- 20.2 The Tenant acknowledges and agrees that, in keeping with the Landlord's environmental, sustainability and accessibility objectives and standards, any decision made by the Landlord with respect to the operation of and any alterations or additions to the Premises in furtherance of these objectives and standards during the term of the Lease, will be considered to have been made by the Landlord acting reasonably and will cooperate with the Landlord in implementing these changes.

SECTION 21: MISCELLANEOUS

- 21.1 The term "Landlord" as used in this Lease shall mean only the owner of the Premises. In the event of any transfer of title to or lease of the Premises to a transferee who assumes all obligations of the Landlord under this Lease, the transferor shall be entirely discharged and released of all covenants and obligations of the Landlord hereunder (whether express or implied) without further agreement between the parties or their successors in interest and the Tenant shall look solely to the successor in interest of the transferee as the Landlord under this Lease. This Lease shall not be affected by such transfer or lease, and the Tenant agrees to attorn to the transferee or assignee, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease.

- 21.2 The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this Lease. The Landlord and Tenant agree that this Lease contains the entire agreement of the parties. No amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed and delivered by the Landlord and the Tenant in the same manner as the execution of this Lease.
- 21.3 The submission of this document for examination and review does not constitute an option, an offer to lease space, or an agreement to lease space. This document shall have no binding effect on the parties hereto unless and until executed and delivered by both the Landlord and the Tenant or unless annexed as a schedule to an unconditional offer to lease which has been executed by both the Landlord and the Tenant.
- 21.4 Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and enure to the benefit of the respective successors, administrators and assigns of each of the parties hereto.
- 21.5 In all instances where a party is required by the terms and provisions of this Lease to pay any sum of money or to do any act at a particular indicated time or within any indicated period, it is understood and agreed that time is of the essence.
- 21.6 If any term, covenant or condition of this Lease or the application to any person or circumstance is to any extent held or rendered invalid, unenforceable or illegal, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those with respect to which it is held invalid, unenforceable or illegal is not affected thereby and continues to be applicable to the fullest extent permitted by law.
- 21.7 Each of the Landlord and the Tenant shall act in good faith and in a reasonable manner in enjoying and performing its rights and obligations under this Lease. Except as specifically provided herein, any consent, approval, determination or exercise of discretion to be made by the Landlord or the Tenant or any professional or consultant appointed by either party shall be given, made or exercised in good faith and shall not be unreasonably withheld or delayed.
- 21.8 The Tenant does not, in any way or for any purpose, become a partner of the Landlord in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with the Landlord. No acts of the parties hereto shall create any relationship between the parties hereto other than that of Landlord and Tenant.
- 21.9 A waiver by one of the parties of any breach of any of the other party's covenants hereunder shall not affect or prejudice its rights in respect of any future or other breach of covenant by the said other party.
- 21.10 The Tenant considers that some of the information contained in this Lease is government information to which the general public may normally have access and it accordingly reserves the right to make this information available to the general public.
- 21.11 If a dispute arises out of, or in connection with this Lease, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation. Written notice, containing a request to negotiate, shall be given by either party to the other. This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute. Negotiations shall occur first between representatives of the Landlord (Director of Real Estate & Environmental Initiatives) and the Tenant (County Clerk). If the representatives do not resolve

some or all of the issues in the dispute within ten (10) days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations, between the Chief Administrative Officers of the Landlord and the Tenant. If the parties do not resolve all of the issues in dispute through negotiations, then within 20 days after notice has been given, either party may submit those issues to binding arbitration pursuant to the provisions of the *Arbitration Act, 1991*, S.O. 1991, c.17.

SECTION 22: INTERPRETATION

- 22.1 Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.
- 22.2 Words of any gender used in this Lease shall be deemed to include any other gender and words in the singular shall be deemed to include the plural, when the context requires.
- 22.3 No remedy or election given pursuant to any provision in this Lease shall be deemed exclusive unless so indicated, but each shall, wherever possible, be cumulative with all other remedies at law or in equity as otherwise specifically provided herein.
- 22.4 If and to the extent that, any of the provisions of any amendment, modification or rider to this Lease conflict or are otherwise inconsistent with any of the preceding provisions of this Lease, whether or not such inconsistency is expressly noted in such amendment, modification or rider, the provisions of such amendment, modification or rider shall prevail.
- 22.5 The parties mutually agree that the headings and captions contained in this Lease are inserted for convenience of reference only, and are not to be deemed part of or to be used in construing this Lease.
- 22.6 This Lease shall be construed in accordance with the laws of the Province of Ontario. Unless herein waived, the Landlord and the Tenant acknowledge that all of the applicable statutes of the Province of Ontario are superimposed on the rights, duties and obligations of the Landlord and the Tenant hereunder.
- 22.7 The Landlord and the Tenant each acknowledge and warrant that each has been represented by counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance.
- 22.8 The parties agree, from time to time, to do or cause to be done all such things, and to execute and deliver all such documents, agreements and instruments reasonably requested by the other, as may be necessary or desirable to complete the transaction contemplated by this Lease and to carry out its provisions and intent.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Landlord has executed and accepted this Agreement at Kingston, Ontario this _____ day of _____ , 2017.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF KINGSTON

We have the authority to bind the corporation.

Per: _____
Bryan Paterson, Mayor

John Bolognone, City Clerk

IN WITNESS WHEREOF, THE Tenant has executed and accepted this Agreement at Kingston Ontario, this _____ day of _____ , 2017

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE COUNTY OF FRONTENAC

I/We have the authority to bind the corporation.

Per: _____

Per: _____

SCHEDULE “A”

The “Premises”



Legal Description:

Part of PIN 36339-0014(LT), described as part of Lot D, Concession East of the Great Cataraqui River, Kingston (formerly Township of Pittsburgh), as in FR470265, except Parts 2 and 4 on Plan 13R-11556, City of Kingston, County of Frontenac.

SCHEDULE "B"

A. Operating Costs

Subject to the exclusions and deductions stipulated in Section B of this Schedule, "Operating Costs" means the total, without duplication, of the costs, expenses, fees, rentals, disbursements and outlays (in Section A and B of this Schedule referred to collectively as "costs") of every kind, whether direct or indirect, paid, payable or incurred by or on behalf of the Landlord on an accrual basis (or on a cash basis to the extent that the Landlord determines is reasonable) in the ownership, maintenance, repair, replacement, operation, administration, supervision and management of the Building, including, without limitation:

- (a) costs of providing security, supervision, traffic control, janitorial, landscaping, window cleaning, waste collection, pest control, disposal and recycling and snow removal services and the costs of machinery, supplies, tools, equipment and materials used in connection with the Building (including rental costs of such items);
- (b) costs of telecommunications and broadband services and facilities (including riser, rooftop, telephone room and wireless management);
- (c) costs of providing electricity, fuel, heat, HVAC, water, telephone, gas, sewage disposal and other utilities and services (including all energy management and administration costs) and costs of repairing or replacing building standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs and controls;
- (d) costs of:
 - (i) operating, maintaining, modifying and repairing systems, devices and equipment in the Building, including without limitation, the heating, ventilating, air conditioning, security, plumbing systems, roof maintenance and repair, generator maintenance and repair including such costs where incurred by the Landlord in order to comply with applicable laws or required by the Landlord's insurance carrier or resulting from normal wear and tear to the Building;
 - (ii) providing, installing, modifying and upgrading energy and water conservation equipment and systems, life safety and emergency response systems, materials and procedures and telecommunication and broadband systems and equipment if any;
 - (iii) making alterations, replacements or additions to the Building intended to reduce Operating Costs, utility consumption, and/or greenhouse gas emissions, improve the operation of the Building and the systems, facilities and equipment serving the Building, or maintain their operation;
 - (iv) replacing machinery or equipment of a non-capital classification which by its nature requires periodic replacement;
 all to the extent that such costs are fully chargeable in the Fiscal Year in which they are incurred in accordance with sound accounting principles or practices as applied by the Landlord;
- (e) amounts paid to, or reasonably attributable to the remuneration of, all personnel (whether on or off-site and whether employed by the Landlord or a management company) involved in the maintenance, repair, replacement, operation, administration, supervision and management of the Building, including fringe benefits, severance pay, termination payments and other employment costs;
- (f) costs of all insurance which the Landlord is obligated or permitted to obtain under this Lease and the amounts of losses incurred or claims paid either below the insurance deductible amounts or as the co-insurance portion of an insured claim;
- (g) Property Taxes applicable to the Tenant's proportionate share of the Premises;
- (h) an administration fee in the amount of ten percent (10%) of the aggregate of the costs referred to in subparagraphs (a) to (g) inclusive hereof if not paid directly by the Tenant.

B. Limitations on Operating Costs

In determining Operating Costs, the cost (if any) of the following shall be excluded or deducted, as the case may be:

- (a) Major repairs to structural components that are required as a result of defective design or construction of such structural components.
- (b) Replacements to exterior building envelope including roof membrane, windows, exterior doors, building cladding, parking area, driveway, exterior light standards, well, septic system.
- (c) Replacement of mechanical systems including generator.

Comment

County and City staff have been working on a lease agreement for the Highway 15 station throughout 2016. After review by the County's solicitor, staff are satisfied that the lease, attached as Appendix A, does meet the County's needs.

The County will continue to contract some of the regular operating maintenance, but some will be taken over by City staff.

The lease is for ten years, with the option to terminate with 6 months' notice.

This lease affords a stable location for the eastern side of Kingston as we move forward with the implementation of the Kingston Urban Area Response Study. The implementation affords the review of opportunities for co-locating paramedic stations in newly built fire stations.

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

The annual rent starting March 1, 2016 is \$27,000 for the 12 month period. Annual increases will be 2%. Additional rent will be charged for those services provided by the City that would have previously been contracted.

Organizations, Departments and Individuals Consulted and/or Affected

Kathy Gray, City of Kingston

Appendix A



Report 2017-052

Recommend Report to Council

To: Warden and Council Members of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017

**Re: Corporate Services – Finance – Federation of Canadian Municipalities (FCM)
Contribution to Legal Defense Fund**

Recommendation

Resolved That the Council of the County of Frontenac receive this Corporate Services – Finance – Federation of Canadian Municipalities (FCM) Contribution to Legal Defense Fund;

And Further That Council authorize a payment to FCM based on \$.023 times the County population to be taken from the Stabilization reserve in 2017 and included in future annual base budgets.

Background

A request to support the FCM Legal Defence fund is attached.

Comment

The County currently contributes \$1,958 annually to FCM. FCM actively defends the interests of municipalities as outlined in their request.

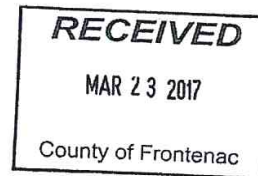
Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

The County's contribution would be \$564 plus HST based on the proposed allocation.

Organizations, Departments and Individuals Consulted and/or Affected



March 17, 2017

Dear Mayor and Members of Council,

For the past 20 years, FCM's Legal Defense Fund has been a critical tool in defending the national legal interests of Canada's municipalities. When a member calls on FCM to intervene in a court case of national importance, it's the Legal Defense Fund that makes this support possible. The Fund has been instrumental in setting important legal precedents on a number of issues that are of crucial importance to all municipalities. These include rights-of-way management, payments in lieu of taxes, environmental protection as well as the constitutional ability of municipalities to exercise their legislative powers.

After years of activity, FCM's Legal Defense Fund has been fully depleted. Now we need municipalities like the County of Frontenac to help restore the long-term health of the Fund.

A robust Legal Defense Fund is more important than ever. As courts — particularly the Supreme Court — become more strict with regard to the number of intervening parties they will allow in any given case, FCM is consistently recognized as the sole municipal intervener in cases with national implications. That means the Fund is the most certain and cost-effective way of protecting municipal legal rights in bodies such as the Courts of Appeal (provincial and federal), the Supreme Court of Canada and administrative bodies like the CRTC. While the Fund is used specifically for costs incurred directly by FCM, its influence in setting national legal precedents benefits every municipality in Canada. A recapitalized Fund will enable FCM to continue its longstanding efforts to maintain adequate municipal control over local rights-of-way and to maximize cost-recovery — while also bringing the municipal voice to a broad range of legal issues. What's more, it will support a growing demand for FCM to seek out proactive legal opinions on emerging policy issues, such as marijuana legalization. This will help provide all municipalities with the best legal advice available at a fraction of the cost, while contributing to the development of a united municipal response on national issues.

FCM has established a long-term strategy to recapitalize the Legal Defense Fund annually — beginning with an immediate call for contributions to cover ongoing legal costs. While support is voluntary, we strongly encourage members to contribute. FCM's Board of Directors has established a set contribution formula of 2 cents per capita. Enclosed is a voluntary invoice that indicates the County of Frontenac's proposed contribution for this year. This amount can be changed based on your budgetary situation. Starting next fall, municipalities will be invited to make an annual voluntary contribution to the long-term viability of the Fund as part of FCM's yearly membership drive.

All of us have a role to play in advancing the legal interests of Canada's municipalities. Thank you in advance for your immediate and ongoing support of the Legal Defense Fund. For more information, visit the membership page at fcm.ca or email info@fcm.ca.

Sincerely,

Clark Somerville
FCM President

24, rue Clarence Street
Ottawa, Ontario K1N 5P2

T 613-241-6221
F 613-241-7449

www.fcm.ca

SINCE 1901
DEPUIS 1901



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MUNICIPALITIES
FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS**Invoice / Facture**

24, rue Clarence Street, Ottawa,
Ontario, K1N 5P3
T. 613-241-5221 F. 613-241-7440

Pender, Kelly
County of Frontenac
2069 Battersea Road
Glenburnic, Ontario K0H 1S0

Invoice / Facture: ORD-04529-T9B9V3**DATE:** 03/01/2017**ACCOUNT/COMPTE:** 17591**DUE DATE/DATE** 04/01/2017
LIMITE:

<u>ITEM/DESCRIPTION</u>	<u>QTY/QTE</u>	<u>RATE/TAUX</u>	<u>TAX/TAXE</u>	<u>TOTAL</u>
Legal Defense Fund/Fonds de défense juridique	24,526.00000	\$0.0230	\$73.33	\$637.43
HST/TVH (13%):				\$73.33
TOTAL:				\$637.43

PAYMENT/PAIEMENT**By cheque** payable to:**Federation of Canadian Municipalities****Par chèque** à l'ordre de:**Fédération canadienne des municipalités**

24, rue Clarence Street

Ottawa, Ontario K1N 5P3

HST # / No. de TVH: 11891 3938 RT0001
QST # / No. de TVQ: 1202728231DQ0001**By Electronic Funds Transfer/Par transfert
électronique de fonds**

Royal Bank of Canada (RBC)

90 Sparks St, Ottawa, ON K1P 5T7

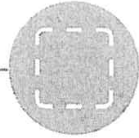
Transit Number/Numéro de transit: 00006**Account Number/Numéro de compte:** 1006603

accountsreceivable@fcm.ca/comptesrecevables@fcm.ca

Ref No. / No. de 17591
référence :

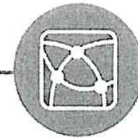
FCM's Legal Defense Fund

A TRACK RECORD OF SUCCESS



CONSTITUTIONAL JURISDICTION OF MUNICIPALITIES

The 2001 decision by the Supreme Court of Canada in the *Spraytech v. Hudson* case, in which FCM intervened on behalf of the municipal sector, ushered in a new approach to how courts should interpret the legislative authority of municipal councils. In that case, the Supreme Court indicated that courts should show deference to the choices made by local elected officials, in this case the Town of Hudson, Quebec. The Court also indicated that municipal legislative authority should be interpreted broadly and that local rules could coexist with federal regulations. Since then, FCM has continued to play an active role, as intervener, in a number of cases where the basic ability of municipalities to use their legislative powers has been at stake. Recent examples include *Rogers v. Châteauguay*, *Windsor v. Canadian Transit Company* (both heard by the Supreme Court in 2016) and *Hamilton v. Canada Post* (Court of Appeal for Ontario in 2016).



RIGHTS-OF-WAY MANAGEMENT

The deregulation of the telecommunications sector in 1993 completely changed the ROW environment overnight. A number of new, commercially aggressive providers sought quick access to municipal ROWs to deploy their networks. Through its Technical Committee on ROWs (some 40 legal and technical experts from across the country), FCM has coordinated the municipal sector's response for 25 years: development of best practices, information sharing and active participation in a number of legal cases. FCM was the Appellant to the Federal Court of Appeal in the landmark *Ledcor* case that established the principle that municipalities have the right to recover all incremental costs related to telecommunications activity on their land. FCM also intervened in early cases such as the Edmonton LRT tunnels as well as recent precedent-setting cases: next-generation access agreements (CRTC decision in *Hamilton v. Bell*), the applicability of general ROW bylaws to federal undertakings (Court of Appeal for Ontario in *Hamilton v. Canada Post*) and the use of bylaws to grant "consent" under the *Telecommunications Act* (brought by Calgary and currently before the CRTC).



WHAT MUNICIPAL LEADERS ARE SAYING ABOUT THE LEGAL DEFENSE FUND:

"The FCM Legal Defense Fund has played a critical role in advancing municipalities' constitutional and legal interests. In 2012, FCM defended the sector's interests in our city's payments in lieu dispute before the Supreme Court of Canada with the federal government regarding the valuation of Halifax's Citadel Hill. After a successful Supreme Court decision, this case was successfully resolved in 2016. The Fund remains a key tool for bringing the national voice to legal disputes and in defending the municipal sector's collective interests."

Mayor Mike Savage,
City of Halifax, Nova Scotia

"Defending municipal jurisdiction in court is a tall task for municipalities to bear on their own – especially for smaller municipalities. That's why FCM's Legal Defense Fund is such a critical tool. A well-supported Fund is key to defending the legal interests of municipalities of all sizes. FCM is consistently recognized by the courts as the sole national representative of our sector in cases of national importance. We need to continue to support the Fund to ensure that FCM is able to intervene in precedent-setting cases that impact each and every one of us."

Councillor Lorne Olsvik,
Lac Ste. Anne County, Alberta

To learn more, visit the membership page at fcm.ca.





Report 2017-053

Recommend Report to Council

To: Warden and Council Members of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017
Re: Corporate Services - 2017 Property Tax Capping

Recommendation

Be It Resolved That the Council of the County of Frontenac accept the Corporate Services – 2017 Property Tax Capping report;

And Further That the Council of the County of Frontenac adopt a bylaw setting the 2017 capping adjustment at 10% of the previous year's annualized tax or 10% of CVA tax, whichever is greater and a threshold of \$500 for increasing and decreasing properties for properties in the Commercial Class to which Part IX of the Act applies;

And Further That properties that were at CVA tax in 2016 are excluded from the capping and claw-back calculation in 2017;

And Further That properties that would move from being capped in 2016 to being clawed back in 2017 or from being clawed back in 2016 to being capped in 2017 as a result of the changes to the CVA tax caused by the 2017 reassessment be excluded;

And Finally That for all properties that become eligible within the meaning of subsection 331(20) of the Act, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of:

- a) the amount of the taxes determined for the property for 2017 under subsection 331(2), and

- b) the amount of the uncapped taxes for the property multiplied by one hundred per cent (100%) where “uncapped taxes” means the taxes for municipal and school purposes that would have been imposed for the taxation year but for the application of the cap.

Background

The County of Frontenac adopted tax ratios of 1.0 for the Multi-residential, Commercial and Industrial Classes in 1998 thereby providing a fair and equitable property tax environment for the business sector.

Pursuant to the *Municipal Act* Subsection 329.1 (1), upper tier and single tier municipalities have the opportunity to select from prescribed options the calculation of the amount of taxes for municipal and school purposes payable in respect of property in the commercial class, industrial class or multi-residential property class for 2005 or a subsequent taxation year. County Council has reviewed the provisions of Section 329.1(1) of the Act and felt it necessary and appropriate to adopt optional tools for the purpose of providing minimum amounts for properties subject to the provisions of Section 331 for the Commercial, Industrial and Multi-residential property classes. Further to this, Bill 144, the *Budget Measures Act*, 2015 provided enhancements for increased municipal flexibility to moderate the impact of tax capping;

Over the past couple of years municipalities have been given the flexibility to manage the business tax capping program by adjusting capping parameters to increase progress towards CVA level taxes:

Capping Parameters	% of CVA Taxes	Threshold to Move to CVA
Current Maximum	10%	± \$500

Some municipalities also have the option to exit or phase-out from the capping program, if doing so would have a limited impact on business properties. A municipality is eligible for a four-year phase-out from the capping program once it has no capped properties beyond 50% of CVA level taxes in a property class. Municipalities with no properties currently remaining in the capping program are eligible to exit the program immediately.

The new parameters passed under Bill 144 allow municipalities to exit the capping program either immediately or over a 4 year period. In 2016 the County passed by-law 2016-0015 to exit the program for the multi-residential and industrial classes and to phase out the commercial class capping over four years.

Comment

The capping program is complex. The basic intent of the program was and continues to be the reduction of the tax bill levied against certain properties at the expense of other

taxpayers. The County's policy actions since 1998 have already reduced the obligations of all non-residential ratepayers, including those captured within the capping program.

Only commercial properties remain in the capping program, but it is also proposed to retain the best thresholds allowable to minimize the impact of capping.

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

As OPTA has just input the new tools in the system it is not possible to estimate the financial impact of the changes. However it is anticipated to be very minimal.

Organizations, Departments and Individuals Consulted and/or Affected

Louise Fragnito, Treasurer, Township of South Frontenac
Michael McGovern, Treasurer, Township of Central Frontenac
Kelly Watkins, Treasurer, Township of North Frontenac
Darlene Plumley, Treasurer, Township of Frontenac Islands



Report 2017-054

Council Recommend Report

To: Warden and Council

From: Kelly Pender, Chief Administrative Officer

Prepared by: Kelly Pender, Chief Administrative Officer
Jannette Amini, Manager of Legislative Services/Clerk

Date of meeting: April 18, 2017

Re: **Proposed Amendments to the Municipal Act (Bill 68) –
Comments and Concerns from the Association of
Municipalities of Ontario and the Association of Municipal
Managers, Clerk's and Treasurers of Ontario**

Recommendation

Resolved That Council of the County of Frontenac receive the Proposed Amendments to the Municipal Act (Bill 68) – Comments and Concerns from the Association of Municipalities of Ontario and the Association of Municipal Managers, Clerk's and Treasurers of Ontario report;

And Further That the Council of the County of Frontenac hereby endorse the recommendations of AMO and AMCTO and recommend to the Province of Ontario that these recommendations be considered as part of deliberations with respect to Bill 68;

And Further That a copy of this resolution be forwarded to The Honourable Kathleen Wynn, Premier of Ontario, The Honourable Bill Mauro, Minister of Municipal Affairs, Sophie Kiwala, M.P.P. and Randy Hillier M.P.P.

Background

The Province of Ontario is proposing, through Bill 68, to make amendments to the *Municipal Act*. Both the Association of Municipalities of Ontario (AMO) and the Association of Clerks and Treasures of Ontario (AMCTO) have made submissions to the Committee responsible for the Bill.

The attached **Schedule 'A'** is a copy of the Association of Municipalities of Ontario (AMO) submission to the Province of Ontario, Submission to Standing Committee on

Social Policy regarding Bill 68, *Modernizing Municipal Legislation Act*. Also attached as **Schedule 'B'** is a copy of the Association of Municipal Clerks and Treasurers of Ontario (AMCTO) report which provides further comment regarding Bill 68.

The purpose of this report is to highlight areas of interest and provide commentary for Council.

It should be noted from the outset that staff are supportive of the openness, transparency and accountability provisions of the *Municipal Act* and the amendments proposed.

Comment

The AMO submission highlights most of the significant issues Council discussed at the March 15, 2017 meeting. The CAO advised that he was asked to sit on the panel and provide input on AMO's submission. Our comments at the March meeting are generally reflected in the AMO submission and are summarized below:

- The scope of the persons eligible to make a complaint to the Integrity Commissioner (IC) (Point #1). The AMO recommendation is a simple solution that will limit the number of people eligible to lodge a formal complaint. **Agreed**
- The inclusion of local boards under the purview of the IC. Clearly this will have chilling effect on the ability of local board to recruit volunteers. (Point #2). Plus the issue of local boards involving multiple jurisdictions, which would lead to confusion and open the door for placing an issue in the hands of two or more different ICs and two or more Codes of Conduct. (Point #4). **Agreed**
- The "Own Initiative" component was considered too broad. (Point #5). **Agreed**
- The issue of the ability of a councillor to rely on the IC's advice was not addressed. AMO recommends that a member of council be able to rely on the advice provided if they have disclosed all the relevant fact to the IC in advance. (Point #8). **Agreed**
- AMO is recommending that the legislation be amended to provide a guideline for ICs to help create some level of consistency across the Province. (Point #9). **Agreed**
- Provide and option to deem a complaint "frivolous or vexatious" by the IC. (Points #10 and #11). **Agreed**
- A restriction on complaint investigations during a nomination period (Point #12). **Agreed**
- Ensure that the IC decision is final and can only be overturned by a judge with no further involvement in an issue by the Ombudsman. (Point #13). **Agreed**

- Recognition that for many rural municipalities that the proposed “climate change” and tree canopy provisions may be cumbersome. (Point #18). **Agreed**

The AMCTO submission includes five recommendations as follows:

- Recommendation #1: Include principles on how Integrity Commissions conduct their duties. **Agreed**
- Recommendation #2: Remove the “own initiative” provision for ICs. **Agreed**
- Recommendation #3: Remove closed meeting exception “K” from the list of reasons that a Council can move into a closed session. **Agreed**
- Recommendation #4: Keep the current date for starting a new session of council as December 1st. **Agreed**
- Recommendation #5: Establish a lengthy transition period before Bill 68 is proclaimed. **Agreed**

In addition, assuming that the bulk of Bill 68 will be moving forward and reflective of the recommendations from AMO and AMCTO, staff provide the following:

- Staff remain concerned that the IC role may be used to subrogate local decision making by applicants going to two or more Frontenac municipalities with the same complaint and hoping for different decisions, either because the various Codes of Conduct are different, or the IC is different. This could lead to increased costs and in some cases a finding of contravention in one municipality and conformity in another. At the appropriate time, we would ask Council to consider the following:
 - A working group to make the general tenets of each Code of Conduct similar.
 - Sharing of an Integrity Commissioner.
 - Identifying in the Codes of Conduct that the municipality responsible for the final decision would be the only jurisdiction where an inquiry could be launched. For example:
 - While waste management may be discussed at various times at County Council, it has no authority to make waste management decisions, therefore an IC inquiry at the County would be referred to the member municipality where the final decision is made.
 - A planning application to the County, where the member municipality is a comment agency, would only be subject to an IC inquiry at the County level.

- We would suggest that municipal Council start dates be coordinated in order to facilitate joint training opportunities and appointments.
- The powers of the auditor to review retention by-laws and by extension, retention practices has proven to be a useful check and balance for Frontenac County. We would suggest that even if this is removed from the *Municipal Act*, that the practice continue.

Sustainability Implications

Good governance based upon openness, transparency and accountability are key tenets of sustainability for a municipality.

Financial Implications

None at this time, however strengthening and broadening the scope of the Integrity Commissioner will increase local costs. These cost may in certain instances be substantial and the budget impacts will likely be very hard to predict.

Organizations, Departments and Individuals Consulted and/or Affected

Association of Municipalities of Ontario
Association of Municipal Managers, Clerks and Treasurer of Ontario
Frontenac County Chief Administrative Officers

AMO's Submission to Standing Committee on Social Policy

On

Bill 68, *Modernizing Municipal Legislation Act*

April 4, 2017

Members of the Standing Committee on Social Policy

AMO's membership includes 425 municipal governments from all parts of the province. This lets us tap the knowledge of municipal lawyers, clerk-administrators and chief administrators who helped us review this Bill – its policy intent and workability. This front-line talent is crucial to helping you 'get it right' as you review this legislation.

Today, I will speak mainly to the new integrity commissioner (IC) regime because it is where our concerns are most concentrated.

A list of our amendments is contained in Appendix A. I do need to say that there are many helpful clarifying provisions. We are not commenting on those, but in our short time will focus on critically needed changes.

Let me give you some important context.

While most people live in 65 municipal governments, there are 379 municipal governments with less than 50,000 populations, of which 190 have fewer than 5,000 populations. Some these governments are at great distances from urban centres.

When the Province passes one-size fits all legislation, you have to remember that the capacity to implement is far from the same. For those 190 very small municipal governments, their administrative support falls on two to six full time staff. They have to administer the *Municipal Act* and hundreds of other statutes and regulations and more are coming, such as a new asset management planning regulation. More

and more unfunded mandates put increasing pressure on property taxes, the core municipal financing tool.

Did you know that for almost 50% of Ontario's municipal governments, a 1% property tax increase raises less than \$50,000.00? The "pile-on" of unfunded new mandates means increased taxation or a reduction in services or less capital investment in infrastructure.

The capacity of municipal governments is not endless. A mandatory IC will be challenging financially, not to mention access to qualified people and the Act's administrative requirements. There is not much solace in the ability to share an IC or assign the functions of an IC. Large urban governments have similar concerns.

Chart 1: Population Classes in the Province of Ontario	No. of Municipalities
0-250	11
251-500	21
501-1,000	48
1,001-2,000	36
2,001-5,000	74
5,001-10,000	81
10,001-15,000	40
15,001-25,000	40
25,001-50,000	28
50,001-100,000	31
100,001-500,000	24
500,000+	10
*Source: Financial Information Return Schedule 80	

Chart 2: Average number of Municipal Administrative Staff		Admin.	
Population Classes ↓	No.	FT	PT
0-250	11	1.2	0.7
251-500	21	2.0	0.8
501-1,000	48	4.0	1.2
1,001-2,000	36	4.4	1.0
2,001-5,000	74	5.9	0.9
5,001-10,000	81	9.3	2.0
10,001-15,000	40	11.8	2.7
15,001-25,000	40	21.6	5.2
25,001-50,000	28	35.9	5.9
50,001-100,000	31	58.9	7.7
100,001-500,000	24	170.3	34.3
500,000+	10	853.3	79.5
*Source: Financial Information Return Schedule 80			

Let me be blunt – much of the proposed regime came out of several local circumstances, including Justice Cunningham’s report. We understand that it can be hard for you to deviate from such reports. Yet we know what happens when one situation bears on everyone else – you get a rash of unintended consequences.

Municipal governments are not averse to transparency and accountability. In fact, if one truly examines the practices of public access and outreach, municipal governments are by far the leaders compared to any legislature or other public sector bodies.

Let’s quickly look at your own *Members’ Integrity Act*. (For ease of referral, a copy is in Appendix B.)

Only a member of the Assembly can complain to the provincial integrity commissioner. Yet for municipal governments, Bill 68 says “any person” can. Literally, that means anyone in the world! How reasonable is that? How would any treasurer even try to prepare a budget proposal for this? You might say the likelihood of an IC finding merit in a complaint made by someone living somewhere across the province is small and not attract costs. How wrong you would be. Any complaint means IC action – to open a file, do a preliminary examination of the merits, and to close the file with a finding of no merit. I can tell you from local experience that this level of work is about \$2500.00. Any person outside of a municipality could exploit the system at the expense of that municipality’s ratepayers.

Please replace “any person” with “municipal ratepayers, people living and working in the municipality, and anyone doing business with the municipal government”.

Another point of comparison, your own Act is sensitive to provincial elections by suspending an inquiry when a writ is issued. There is no similar approach in this Bill. I do not think any of you would deny the political gain that could be had by the mere suggestion of a complaint being made. In fact, your Act goes even further to say that the provincial IC shall suspend an inquiry if a member whose conduct is concerned resigns his or her seat. Neither of these are in Bill 68 and they should.

The proposed new municipal IC regime is multi-faceted and untested. That is why we are recommending that the IC regime’s application to local boards be deleted or at the very least not proclaimed until tested on municipal elected officials. We need to evaluate its workability before it is sprung on the thousands of community members who volunteer on local boards. In fact, if

an IC regime applies only to members of council, then it would solve a flaw in the Bill as to which IC would have jurisdiction in the case of a joint local board. It would also allow the reduction of the 180 days within which an IC must complete an inquiry.

Another problematic provision is that integrity commissioners will be able to investigate based on 'own initiative'. In other words, if no one complains, the IC can initiate this is on top an IC's authority to educate, advise members and investigate and rule on complaints. This 'own initiative' is very broad and unfettered authority and will confound the complaint based integrity systems.

Our recommendation is to delete this authority. You could replace it with a provision that should an IC see patterns in conduct that s/he must be granted any request to address council about these matters.

We also believe it is wise to include in the Act, for the public's clear understanding, that an IC has the authority to find a complaint frivolous, vexatious or not made in good faith, or that there are insufficient grounds for an inquiry. While an IC can make this finding, it should be set out in the Bill as it is in your Act as well as other pieces of legislation such as the *Planning Act*.

I also want to comment that implementation of the IC regime even with the requested changes is not something that can occur in months. For many, sharing of an IC or finding ways to assign IC functions will take effort, involving consultation and negotiation of service agreements, not to mention finding an IC with the necessary qualifications. Based on the close meeting investigator experience, the IC regime should not take effect before January 2019.

There are other proposed changes in Bill 68 that we fully support. For example, the definition of a "meeting". I would observe that the need for this definition was a direct consequence of the varying definitions of a "meeting" held by different closed meeting investigators. We can only hope that the IC regime, with different practitioners appointed as ICs does not generate its own set of issues when it is operationalized.

Time does not permit me to go through all of our proposed changes. I strongly encourage you to make the time to do so.

Let me conclude with a general statement – the greater the prescription and more there is a one-size fits all approach placed on municipal governments, the less responsive they can be to their community's needs. The simple fact is

– Ontario’s 444 municipal governments are diverse and that diversity can change over time. That is why the *Municipal Act, 2005* embraced flexibility – by moving to broader authority, spheres of jurisdiction and natural person powers.

Appendix A

AMO's Proposed Amendments to Bill 68, *Modernizing Ontario's Municipal Legislation Act*

Proposed Changes to Bill 68	Bill's Section
<i>Integrity Commissioner (IC) Regime</i>	
1. The Bill proposes that “any person” can make a complaint to an IC about a member with respect to the municipal code of conduct or MCIA. “Any person” is undefined and therefore limitless. It is well beyond the province’s <i>Members’ Integrity Act</i>, which says only MPPs can complain to its IC. A more reasonable scope for municipal governments would be those living, working or doing business with the municipal government. Without some scope, it is practically impossible to budget for this, let alone convince its property taxpayers that they foot the bill for non-residents or those not doing business in the municipality.	• Replace “any person” with “the municipality’s ratepayers, people living and working in the municipality and anyone doing business with the municipal government.” • (S. 223.4.1 (2) (pg. 9 of Bill 68) and S. 8 (1) of MCIA (pg. 55).
2. Regarding the mandatory IC complaints process for Codes and MCIA, limit its application to only elected members of a council. The proposed mandatory IC regime significantly broadens the current legislation, adds some complexity and is untested. There are 1000s of board across Ontario, and simply educating them on the new process will be time consuming and resource intensive. We are already hearing that the proposed new IC regime is dampening the willingness of community members to volunteer to sit on local boards, which would be a very unfortunate consequence. The application of the IC regime to only elected officials does not preclude the requirement to have a code of conduct for local boards.	• Delete “local boards” from the IC’s mandatory jurisdiction for codes of conduct and MCIA. Failing a deletion, at least delay the application to local boards until the IC regime has been tested and reviewed before applied to local boards. For clarity purposes, the Commencement sections should be amended to ensure that implementation can be phased.

3. The ability to apply penalties is a serious authority. Does the Bill permit a council to give the function of assigning penalties to an IC or must that function rest with council? The province needs to clarify this as currently some ICs have this function assigned.	• Amend S. 223.3.2 of MA (pg. 9) and S. 9 (1) of MCIA (pg. 57) to clarify the government's intent as to whether penalties can be assigned by council as a function of an IC.
4. If the IC regime continues to apply to local boards, there is a challenge with joint local board involving multiple jurisdictions. What IC would have jurisdiction of a joint local board? If an IC regime is limited to council members, it solves the problem. If not, there must be an amendment to clarify how these situations are to be handled.	• S. 223.3.2 (pg. 9) needs to be make it clear how joint local boards are to be handled within the IC regime.
5. Do not give ICs the ability to conduct an inquiry on the Commissioner's "own initiative" about whether a member of council (or of a local board) has contravened section 5, 5.1 or 5.2 of the MCIA. This power is too broad, and would bring into question or present a conflict with the ability for ICs to provide advice in the first place. As an alternative, provide that an IC who requests appearance before council must have that request granted. This would give ICs the opportunity to provide councils with comments on performance and execution of codes and MCIA. If the 'own initiative' is deleted, then there is no need for a 180-day period to complete in inquiry based on a complaint.	• Amend S. 223.4. (pg. 9) by deleting 223.4.1 (1) (b) to clarify that the Commissioner cannot conduct an inquiry on his/her "own initiative" and the related changes (e.g., giving notice, holding a public meeting and reduce the 180 day to complete an investigation). • Add a provision to confirm that where an IC asks to speak to council, that the request must be accommodated.

6. Given that every municipal government somehow must have the services of an IC, there should be confidence in the regime. Therefore, ICs should be provided with indemnification/ immunity. While this may affect municipal insurance slightly, it will add to the veracity of the proposed system.	• Amend S. 233.5 by clarifying that an IC is indemnified by the municipal government. The provincial <i>Members' Integrity Act</i> says, "<u>Immunity Section 25</u>. No proceeding shall be commenced against the Commissioner or an employee in his or her office for any act done or omitted in good faith in the execution or intended execution of the Commissioner's or employee's duties under this Act or any other Act. 1998, c. 27, s. 1 (2)," and "<u>Section 26</u>. Neither the Commissioner nor an employee of his or her office is a competent or compellable witness in a civil proceeding outside the Assembly in connection with anything done under this Act or any other Act. 1994, c. 38, s. 26; 1998, c. 27, s. 1 (3)."
7. ICs in the government's proposed regime hold similar characteristics to 'officers of the provincial legislature' i.e., arms-length, provides advice (upon which a member can be challenged), must undertake investigative processes when s/he receives a complaint and to report publicly.	• Amend S.223.3 (1) of MA to add the matters in 223.13 (1) of the Act as relates to a municipal ombudsman i.e., matters related to independence and impartiality; confidentiality with respect to IC investigation activities; and the credibility of the investigative process.
8. Interestingly, unlike the <i>Members' Integrity Act</i>, this Bill does not provide any assurance when a member was acting in accordance with the Commissioner's recommendations, having disclosed all the relevant facts to the Commissioner in advance.	• Amend Bill 68 to give the same assurances that MPPs have under <i>Members' Integrity Act</i> section 31 (7). It says that if a member disclosed all relevant facts to the provincial IC who then gave advice on all those facts cannot be found to contravene the Act.

9. Just as we have seen with the Closed Meeting investigator regime, having a myriad of different ICs can create its own challenges. (See Rec. # 15) There needs to be member and public confidence in the IC regime and the investigative process.	• Provide a regulatory authority or at the very least a guideline that would bring some consistency to the IC investigative process by describing its nature and relationship to natural justice principles.
10. Provide language to define the expectations of complainants under MCIA to ensure they are also acting with true intentions. Legislation can mirror in many ways the principles that apply to 'members' (pg. 54 of the Bill) such as the importance of integrity, independence and accountability in making a complaint, that in making a complaint, awareness that it is serious action and is not a frivolous or vexatious action and that complainant must comply with the provisions of the Act. There should also be a duty of confidentiality by a complainant from the lodging of the complaint until the investigation by the IC is completed.	• Amend MA and MCIA to add principles that apply to Complainants that reflect elements such as integrity, independence in making the complaint and confidentiality.
11. Provide clearer authority for the IC to refuse to conduct an investigation where there are no grounds or insufficient grounds. This needs to be clearly stated in the Act and in a similar manner as the <i>Members' Integrity Act</i>.	• Amend Section 223.4.1 of the MA and Section 8 of the MCIA to add: "If the Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an inquiry, the Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the report."

12. Unlike the <i>Members' Integrity Act</i>, there is nothing in this Bill to deal with timing of an inquiry in terms of an election or resignation. Complaints can affect reputations. It is important that a pending complaint be completed before the nomination date and that new complaints be held until after the election. This would be in keeping with the province's Integrity Act.	• Amend S.223.4.1 (11) of the MA and Section 8 of the MCIA to require any investigations to be completed before nomination date and investigations suspended during the nomination and election period in a similar manner that the "Members' Integrity Act" addresses these circumstances for MPPs.
13. Given the role of ICs and the new regime, the Province must eliminate the ability to 'appeal' Codes of Conduct complaints to the Ontario Ombudsman where an IC has investigated a complaint or the time for bringing a complaint has expired. Under this new, mandatory IC regime, the IC should hold the 'last word' on a complaint unless as it provides, there is reason to apply to a judge. A multiple, complex complaint/investigation system with 'double oversight' will make it confusing for the public and others. The province's IC does not have an outside/federal IC review process.	• Amend the Bill to remove oversight of the Ontario Ombudsman from the IC regime by deleting this provision from S. 14 (4.4) of the Ombudsman Act. (*)

<i>Other Municipal Act Changes:</i>	
14. Reducing the timeframe between election day and the start of a council's term can reduce the lame duck period. Providing a range of dates within which the term begins would give new eager and often smaller municipal councils their mandate faster yet recognizes that some large jurisdictions may require longer. The timeframe for holding first meeting has not changed which gives flexibility in the scheduling of their meetings. Circumstances vary across ON and this should be respected by letting each determine by policy including the coordination of this in two-tier governments.	• Amend S. 235 (pg. 12) to provide that each council has the policy authority to identify the start of a council's term provided it occurs between November 15 and December 1 of the election year.
15. The definition of 'meeting' resolves issues emanating from previous applied definitions of different closed meeting investigators and better reflects the case law. The new exceptions for allowing a closed meeting also reflect the unintended consequences of the current legislation. Section 239 (h) has omitted the circumstances where information is supplied in confidence between municipal governments (e.g., joint acquisitions).	• Amend 239 (2) (h) so the section would read, "information explicitly supplied in confidence to the municipality, or local board by Canada, a province or territory or a Crown agency of any of them or <u>between municipal governments</u>," (pg. 12 of Bill 68).
16. There are some required municipal tribunals. A Campaign Compliance Audit Committee must meet in public but should be permitted to adjourn or reserve its decision to deliberate in private as other tribunals do, i.e., Committees of Adjustment under the Planning Act. To achieve this, the Bill could either amend the Local Board definition to exclude administrative tribunals or add the tribunals to opening meeting exceptions.	• Amend S. 88.36 of <i>Municipal Elections Act</i> to add: The Committee may adjourn the meeting or reserve its decision and S. 238 (1) definition of "local board" to exclude compliance audit committee and any other administrative tribunals appointed under statutes by Council or add a new section to closed meeting exceptions (239) to provide that administrative tribunals appointed under statutes by Council can deliberate in private.

17. The Bill set ups prudent investor standard. We support this and want to see all municipal governments, not just cities have the ability to achieve better rates of return on monies it collects that are not required immediately. We are assured that all municipalities will have this ability.	• Regulatory authority will need to reflect modern investment tools for policy implementation purposes.
18. Bill 68 adds a new 'broad authority' related to "climate change". Yet it also requires municipal governments to have a policy statement on how it will protect and enhance tree canopy. It is well known that trees help sequester greenhouse gases and support climate change. Therefore, canopy is covered under the broad authority section and part of land use planning documents. Therefore, it is confusing as to why a separate stand-alone policy statement is necessary. What authority does a policy statement have and over what other municipal documents? In other words, what has paramountcy? For rural and northern communities, this requirement will be viewed as make-work.	• Either delete S. 270 (7) (pg. 13) of the MA requiring councils to have a policy statement on "The manner in which the municipality will protect and enhance the tree canopy..." or provide clarity on what statutory policies/documents will have status.

Appendix B

Members' Integrity Act, 1994

S.O. 1994, CHAPTER 38

Consolidation Period: From June 1, 2011 to the [e-Laws currency date](#).

Last amendment: 2010, c. 5.

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Preamble

It is desirable to provide greater certainty in the reconciliation of the private interests and public duties of members of the Legislative Assembly, recognizing the following principles:

1. The Assembly as a whole can represent the people of Ontario most effectively if its members have experience and knowledge in relation to many aspects of life in Ontario and if they can continue to be active in their own communities, whether in business, in the practice of a profession or otherwise.
2. Members' duty to represent their constituents includes broadly representing their constituents' interests in the Assembly and to the Government of Ontario.
3. Members are expected to perform their duties of office and arrange their private affairs in a manner that promotes public confidence in the integrity of each member, maintains the Assembly's dignity and justifies the respect in which society holds the Assembly and its members.
4. Members are expected to act with integrity and impartiality that will bear the closest scrutiny.

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

Definitions

1. In this Act,

"child" includes a person whom a member of the Assembly has demonstrated a settled intention to treat as a child of his or her family, except under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody; ("enfant")

"Commissioner" and "Integrity Commissioner" mean the person appointed as Integrity Commissioner under section 23; ("commissaire", "commissaire à l'intégrité")

"family", when used with reference to a person, means,

- (a) his or her spouse and minor children, and
- (b) any other adult who is related to the person or his or her spouse, shares a residence with the person and is primarily dependent on the person or spouse for financial support; ("famille")

"private company" has the same meaning as in the *Securities Act*; ("compagnie fermée")

"private interest" does not include an interest in a decision,

- (a) that is of general application,
- (b) that affects a member of the Assembly as one of a broad class of persons, or
- (c) that concerns the remuneration or benefits of a member or of an officer or employee of the Assembly; ("intérêt personnel")

"Speaker" means the Speaker of the Assembly; ("président")

"spouse" means a person who is the member's spouse within the meaning of Part III of the *Family Law Act*, but does not include a person from whom the member is separated, whether or not support obligations and family property have been dealt with by a separation agreement or court order. ("conjoint") 1994, c. 38, s. 1; 1999, c. 6, s. 36 (1); 2005, c. 5, s. 40 (1, 2).

PROVISIONS APPLYING TO ALL MEMBERS OF THE ASSEMBLY

Conflict of interest

2. A member of the Assembly shall not make a decision or participate in making a decision in the execution of his or her office if the member knows or reasonably should know that in the making of the decision there is an opportunity to further the member's private interest or improperly to further another person's private interest. 1994, c. 38, s. 2.

Insider information

3. (1) A member of the Assembly shall not use information that is obtained in his or her capacity as a member and that is not available to the general public to further or seek to further the member's private interest or improperly to further or seek to further another person's private interest. 1994, c. 38, s. 3 (1).

Same

(2) A member shall not communicate information described in subsection (1) to another person if the member knows or reasonably should know that the information may be used for a purpose described in that subsection. 1994, c. 38, s. 3 (2).

Influence

4. A member of the Assembly shall not use his or her office to seek to influence a decision made or to be made by another person so as to further the member's private interest or improperly to further another person's private interest. 1994, c. 38, s. 4.

Activities on behalf of constituents

5. This Act does not prohibit the activities in which members of the Assembly normally engage on behalf of constituents in accordance with Ontario parliamentary convention. 1994, c. 38, s. 5.

Gifts

6. (1) A member of the Assembly shall not accept a fee, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office. 1994, c. 38, s. 6 (1).

Non-application of subs. (1)

- (2) Subsection (1) does not apply to,
 - (a) compensation authorized by law;
 - (b) a gift or personal benefit that is received as an incident of the protocol, customs or social obligations that normally accompany the responsibilities of office;
 - (c) a fee, gift or personal benefit that is given, directly or indirectly, by or on behalf of a political party, constituency association, candidate or leadership contestant registered under the *Election Finances Act*, including remuneration or financial assistance; or
 - (d) any other gift or personal benefit, if the Commissioner is of the opinion it is unlikely that receipt of the gift or benefit gives rise to a reasonable presumption that the gift or benefit was given in order to influence the member in the performance of his or her duties. 1994, c. 38, s. 6 (2); 2010, c. 5, s. 1 (1).

Disclosure

(3) Within 30 days after receiving a gift or personal benefit referred to in clause (2) (b) or (d) that exceeds \$200 in value, the member shall file with the Commissioner a disclosure statement in the form provided by the Commissioner, indicating the nature of the gift or benefit, its source and the circumstances under which it was given and accepted. 2010, c. 5, s. 1 (2).

Same

(4) Subsection (3) also applies to gifts and personal benefits referred to in clauses (2) (b) and (d) if the total value of what is received from one source in any 12-month period exceeds \$200. 1994, c. 38, s. 6 (4); 2010, c. 5, s. 1 (3).

(5) REPEALED: 2010, c. 5, s. 1 (4).

Government contracts with members

7. (1) No member of the Assembly shall knowingly be a party to a contract with the Government of Ontario under which the member receives a benefit. 1994, c. 38, s. 7 (1).

Partnerships, private companies

(2) No member shall have an interest in a partnership or in a private company that is a party to a contract with the Government of Ontario under which the partnership or company receives a benefit. 1994, c. 38, s. 7 (2).

Exception, existing contracts

(3) Subsections (1) and (2) do not apply to a contract that existed before the member's election to the Assembly, but they do apply to its renewal or extension. 1994, c. 38, s. 7 (3).

Exception, nature of interest

(4) Subsection (2) does not apply if the Commissioner is of the opinion that the interest is unlikely to affect the member's performance of his or her duties. 1994, c. 38, s. 7 (4).

Exception, management trust

(5) Subsection (2) does not apply if the member has entrusted his or her interest to one or more trustees on the following terms:

1. The provisions of the trust shall be approved by the Commissioner.
2. The trustees shall be persons who are at arm's length with the member and approved by the Commissioner.
3. The trustees shall not consult with the member with respect to managing the trust property, but may consult with the Commissioner.
4. Annually, the trustees shall give the Commissioner a written report stating the nature of the assets in the trust, the trust's net income for the preceding year and the trustees' fees, if any.
5. The trustees shall also give the member sufficient information to permit him or her to submit returns as required by the *Income Tax Act* (Canada) and shall give the same information to Revenue Canada.
6. The member is entitled to be reimbursed by the Commissioner for reasonable fees and disbursements actually paid for the establishment and administration of the trust, as approved by the Commissioner, but is responsible for any income tax liabilities that may result from the reimbursement. 1994, c. 38, s. 7 (5); 2010, c. 5, s. 2.

Exception, pensions

(6) Subsection (1) does not prohibit a member from receiving benefits under the *Legislative Assembly Retirement Allowances Act*, the *Public Service of Ontario Act, 2006*, the *Public Service Pension Act*, the *Teachers' Pension Act* or any other Act that provides for retirement benefits funded wholly or partly by the Government of Ontario. 1994, c. 38, s. 7 (6); 2006, c. 35, Sched. C, s. 65.

Inheritance

(7) Subsection (2) does not apply until the first anniversary of the acquisition if the interest in the partnership or private company was acquired by inheritance. 1994, c. 38, s. 7 (7).

Procedure on conflict of interest

8. A member of the Assembly who has reasonable grounds to believe that he or she has a conflict of interest in a matter that is before the Assembly or the Executive Council, or a committee of either of them, shall, if present at a meeting considering the matter,

- (a) disclose the general nature of the conflict of interest; and
- (b) withdraw from the meeting without voting or participating in consideration of the matter. 1994, c. 38, s. 8.

Rights preserved

9. Nothing in this Act prohibits a member of the Assembly who is not a member of the Executive Council from,

- (a) engaging in employment or in the practice of a profession;
- (b) receiving fees for providing professional services under the *Legal Aid Services Act, 1998*;
- (c) engaging in the management of a business carried on by a corporation;
- (d) carrying on a business through a partnership or sole proprietorship;
- (e) holding or trading in securities, stocks, futures and commodities;
- (f) holding shares or an interest in any corporation, partnership, syndicate, co-operative or similar commercial enterprise;
- (g) being a director or partner or holding an office, other than an office that a member may not hold under another Act. 1994, c. 38, s. 9; 1998, c. 26, s. 107.

PROVISIONS APPLYING TO MEMBERS AND FORMER MEMBERS OF THE EXECUTIVE COUNCIL**Outside activities**

10. A member of the Executive Council shall not,

- (a) engage in employment or the practice of a profession; or
- (b) REPEALED: 2010, c. 5, s. 3.
- (c) hold an office or directorship, unless holding the office or directorship is one of the member's duties as a member of the Executive Council, or the office or directorship is in a social club, religious organization or political party. 1994, c. 38, s. 10; 2010, c. 5, s. 3.

Investments

11. (1) A member of the Executive Council shall not hold or trade in securities, stocks, futures or commodities. 1994, c. 38, s. 11 (1).

Exception

(2) Subsection (1) does not apply to assets and liabilities described in subsection 21 (4). 1994, c. 38, s. 11 (2).

Exception, trust on specified terms

(3) Subsection (1) does not apply if the member has entrusted the assets to one or more trustees on the following terms:

1. The provisions of the trust shall be approved by the Commissioner.
2. The trustees shall be persons who are at arm's length with the member and approved by the Commissioner.
3. The trustees shall not consult with the member with respect to managing the trust property, but may consult with the Commissioner.
4. At the end of each calendar year and at one or more intervals during the year, the trustees shall give the member a written report stating the value, but not the nature, of the assets in the trust. The year-end report shall also state the trust's net income for the preceding year and the trustees' fees, if any.
5. The trustees shall also give the member sufficient information to permit him or her to submit returns as required by the *Income Tax Act* (Canada) and shall give the same information to Revenue Canada.
6. The trustee shall give the Commissioner copies of all information and reports given to the member.
7. The trust shall provide that the member may, at any time, instruct the trustees to liquidate all or part of the trust and pay over the proceeds to the member subject to the Commissioner's approval.
8. The member is entitled to be reimbursed by the Commissioner for reasonable fees and disbursements actually paid for the establishment and administration of the trust, as approved by the Commissioner, but is responsible for any income tax liabilities that may result from the reimbursement. 1994, c. 38, s. 11 (3); 2010, c. 5, s. 4 (1-3).

Limit on reimbursement

(4) Paragraph 8 of subsection (3) applies to a trust established for the purposes of this section before the day on which subsection 4 (4) of the *Members' Integrity Amendment Act, 2010* comes into force, but the member is entitled to reimbursement under that paragraph only for fees and disbursements paid on or after that day. 2010, c. 5, s. 4 (4).

Corporations, partnerships and sole proprietorships

12. (1) A member of the Executive Council shall not engage in the management of a business carried on by a corporation or carry on business through a partnership or sole proprietorship. 2010, c. 5, s. 5.

Exception, trust on specified terms

(2) Subsection (1) does not apply if the member has entrusted the business or his or her interest in the business to one or more trustees on the terms set out in paragraphs 1 to 8 of subsection 11 (3). 2010, c. 5, s. 5.

Transition, deemed compliance

(3) Every trust established for the purposes of this section that is in existence on the day on which section 5 of the *Members' Integrity Amendment Act, 2010* comes into force is deemed to comply with the terms referred to in subsection (2). 2010, c. 5, s. 5.

Consolidated Revenue Fund

12.1 All fees and disbursements payable by the Commissioner for the purposes of paragraph 6 of subsection 7 (5), paragraph 8 of subsection 11 (3) and subsection 12 (2) are a charge on and are payable out of the Consolidated Revenue Fund. 2010, c. 5, s. 6.

Approved exceptions

13. A member of the Executive Council may engage in an activity prohibited by section 10 or subsection 11 (1) or 12 (1) if the following conditions are met:

1. The member has disclosed all material facts to the Commissioner.
2. The Commissioner is satisfied that the activity, if carried on in the specified manner, will not create a conflict between the member's private interest and public duty.

3. The Commissioner has given the member his or her approval and has specified the manner in which the activity may be carried out.
4. The member carries the activity out in the specified manner. 1994, c. 38, s. 13; 2010, c. 5, s. 7.

Time for compliance

14. A person who becomes a member of the Executive Council shall comply with section 10 and subsections 11 (1) and 12 (1), or obtain the Commissioner's approval under section 13, within 60 days after the appointment. 1994, c. 38, s. 14.

Acquisition of land

15. (1) A member of the Executive Council shall not, directly or indirectly, acquire an interest in real property, except for residential or recreational use by,

- (a) the member;
- (b) a person who belongs to the member's family; or
- (c) any other person approved by the Commissioner. 2010, c. 5, s. 8.

Exceptions

- (2) Subsection (1) does not apply to,
 - (a) an interest in real property that the member inherits;
 - (b) a mortgage that is granted to the member as mortgagee, or an interest in real property that the member acquires by foreclosing on a mortgage; or
 - (c) an interest in real property that is acquired to be used as part of an existing farming operation. 1994, c. 38, s. 15 (2).

Procedure on conflict of interest

16. A member of the Executive Council who has reasonable grounds to believe that he or she has a conflict of interest in a matter requiring the member's decision shall ask the Premier or Deputy Premier to appoint another member of the Executive Council to perform the member's duties in the matter for the purpose of making the decision, and the member who is appointed may act in the matter for the period of time necessary for the purpose. 1994, c. 38, s. 16.

Restrictions applicable to Executive Council

- 17.** (1) The Executive Council and its members shall not knowingly,
- (a) award or approve a contract with, or grant a benefit to, a former member of the Executive Council until 12 months have passed after the date he or she ceased to hold office;
 - (b) award or approve a contract with, or grant a benefit to, a former member of the Executive Council who has, during the 12 months after the date he or she ceased to hold office, made representations to the Government of Ontario in respect of the contract or benefit;
 - (c) award or approve a contract with, or grant a benefit to, a person on whose behalf a former member of the Executive Council has, during the 12 months after the date he or she ceased to hold office, made representations to the Government of Ontario in respect of the contract or benefit. 1994, c. 38, s. 17 (1).

Exception

(2) Clauses (1) (a) and (b) do not apply to contracts or benefits in respect of further duties in the service of the Crown. 1994, c. 38, s. 17 (2).

Same

(3) Subsection (1) does not apply if the conditions on which the contract or benefit is awarded, approved or granted are the same for all persons similarly entitled. 1994, c. 38, s. 17 (3).

Restrictions applicable to former members

18. (1) A former member of the Executive Council shall not knowingly, during the 12 months after the date he or she ceased to hold office,

- (a) accept a contract or benefit that is awarded, approved or granted by the Executive Council, a member of the Executive Council or an employee of a ministry (other than an employee of an agency, board or commission);

- (b) make representations to the Government of Ontario on his or her own behalf or on another person's behalf with respect to such a contract or benefit;
- (c) accept a contract or benefit from any person who, during the 12 months before the date the former member ceased to hold office, received a contract or benefit from a ministry of which the former member was the Minister. 1994, c. 38, s. 18 (1); 2010, c. 5, s. 9 (1).

Exception

(2) Subsection (1) does not apply to contracts or benefits in respect of further duties in the service of the Crown. 1994, c. 38, s. 18 (2).

Same

(3) Subsection (1) does not apply if the conditions on which the contract or benefit is awarded, approved or granted are the same for all persons similarly entitled. 1994, c. 38, s. 18 (3).

Ongoing transaction or negotiation

(4) A former member of the Executive Council shall not make representations to the Government of Ontario in relation to a transaction or negotiation to which the Government is a party and in which he or she was previously substantially involved as a member of the Executive Council, if the representation could result in the conferring of a benefit not of general application. 1994, c. 38, s. 18 (4); 2010, c. 5, s. 9 (2).

Offence

(5) A person who contravenes subsection (1) or (4) is guilty of an offence and liable, on conviction, to a fine of not more than \$50,000. 1994, c. 38, s. 18 (5).

Parliamentary assistants

19. Sections 10 to 18 do not apply to parliamentary assistants or to former parliamentary assistants, as the case may be. 1994, c. 38, s. 19.

DISCLOSURE**Private disclosure statement**

20. (1) Every member of the Assembly shall file with the Commissioner a private disclosure statement, in the form provided by the Commissioner,

- (a) within 60 days of being elected; and
- (b) thereafter, once in every calendar year on the date established by the Commissioner. 1994, c. 38, s. 20 (1).

Contents

- (2) The private disclosure statement shall,
 - (a) identify the assets and liabilities of the member and his or her spouse and minor children, and state the value of the assets and liabilities;
 - (b) state any income the member and his or her spouse and minor children have received during the preceding 12 months or are entitled to receive during the next 12 months, and indicate the source of the income;
 - (c) state all benefits the member, his or her spouse and minor children, and any private company in which any of them has an interest, have received during the preceding 12 months or are entitled to receive during the next 12 months as a result of a contract with the Government of Ontario, and describe the subject-matter and nature of the contract;
 - (d) if the private disclosure statement mentions a private company,
 - (i) include any information about the company's activities and sources of income that the member is able to obtain by making reasonable inquiries, and
 - (ii) state the names of any other companies that are its affiliates, as determined under subsections 1 (2) to (6) of the *Securities Act*;
 - (e) list all corporations and other organizations in which the member is an officer or director or has a similar position; and
 - (f) include any other information that the Commissioner requires. 1994, c. 38, s. 20 (2); 1999, c. 6, s. 36 (3); 2005, c. 5, s. 40 (4).

Meeting with Commissioner

(3) After filing the private disclosure statement, the member, and the member's spouse if available, shall meet with the Commissioner to ensure that adequate disclosure has been made and to obtain advice on the member's obligations under this Act. 1994, c. 38, s. 20 (3); 1999, c. 6, s. 36 (4); 2005, c. 5, s. 40 (5).

Statement of material change

(4) The member shall file a statement of material change with the Commissioner, in the form provided by the Commissioner, within 30 days after a change in the income, assets or liabilities of the member or his or her spouse and minor children or an event that causes a person to become or to cease to be a member of the member's family, if the change or event would reasonably be expected to have a significant effect on the information previously disclosed. 1994, c. 38, s. 20 (4); 1999, c. 6, s. 36 (5); 2005, c. 5, s. 40 (6).

Public disclosure statement

21. (1) After the meeting referred to in subsection 20 (3), the Commissioner shall prepare a public disclosure statement on the basis of the information provided by the member. 1994, c. 38, s. 21 (1).

Contents

- (2) The public disclosure statement shall,
 - (a) state the source and nature, but not the value, of the income, assets and liabilities referred to in subsection 20 (2), except those that are described in subsection (4) of this section;
 - (b) list the names and addresses of all the persons who have an interest in those assets and liabilities;
 - (c) identify any contracts with the Government of Ontario referred to in the private disclosure statement, and describe their subject-matter and nature;
 - (d) list the names of any private companies mentioned in the private disclosure statement;
 - (d.1) list the names of any corporations or other organizations referred to in clause 20 (2) (e); and
 - (e) contain a statement of any gifts or benefits that have been disclosed to the Commissioner under subsection 6 (3). 1994, c. 38, s. 21 (2); 2010, c. 5, s. 10 (1).

Same

(3) In the case of a member of the Executive Council, the public disclosure statement shall also state whether the member has obtained the Commissioner's approval under section 13 for an activity that would otherwise be prohibited and, if the member has done so, shall,

- (a) describe the activity; and
- (b) in the case of a business activity, list the name and address of each person who has a 10 per cent or greater interest in the business, and describe the person's relationship to the member. 1994, c. 38, s. 21 (3).

Excluded private interests

- (4) The following assets, liabilities and sources of income shall not be shown in the public disclosure statement:
 1. An asset or liability worth less than \$2,500.
 2. A source of income that yielded less than \$2,500 during the 12 months preceding the relevant date.
 3. Real property that the member or a person who belongs to his or her family uses primarily as a residence or for recreational purposes.
 4. Personal property that the member or a person who belongs to his or her family uses primarily for transportation, household, educational, recreational, social or aesthetic purposes.
 5. Cash on hand, or on deposit with a financial institution that is lawfully entitled to accept deposits.
 6. Fixed value securities issued or guaranteed by a government or by a government agency.
 7. A registered retirement savings plan that is not self-administered, or a registered home ownership savings plan.
 8. An interest in a pension plan, employee benefit plan, annuity or life insurance policy.
 9. An investment in an open-ended mutual fund that has broadly based investments not limited to one industry or one sector of the economy.
 10. A guaranteed investment certificate or similar financial instrument.

11. Any other asset, liability or source of income that the Commissioner approves as an excluded private interest. 1994, c. 38, s. 21 (4); 1999, c. 6, s. 36 (6); 2005, c. 5, s. 40 (7).

Information withheld

- (5) The Commissioner may withhold information from the public disclosure statement if, in his or her opinion,
- (a) the information is not relevant to the purpose of this Act; and
 - (b) a departure from the general principle of public disclosure is justified. 1994, c. 38, s. 21 (5).

Filing

(6) The Commissioner shall file the public disclosure statement with the Clerk of the Assembly. 1994, c. 38, s. 21 (6).

Public access

(7) The Commissioner shall make the public disclosure statement readily accessible to the public by ensuring that the public disclosure statement is published on the Internet and by any other means that the Commissioner considers appropriate. 2010, c. 5, s. 10 (2).

Copies

(8) The Clerk shall provide a copy of the public disclosure statement to any person who pays the fee fixed by the Clerk. 2010, c. 5, s. 10 (2).

Destruction of records

22. (1) The Commissioner,
- (a) shall destroy every private disclosure statement in his or her possession, during the 12-month period that follows the 10th anniversary of the creation of the record; and
 - (b) may destroy any other record in his or her possession that relates to a member or former member of the Assembly, or to a person who belongs to his or her family, at any time after the 10th anniversary of the creation of the record. 2010, c. 5, s. 11.

Exception

(2) If an inquiry to which a record may relate is being conducted under this Act, or if the Commissioner is aware that a charge to which it may relate has been laid under the *Criminal Code* (Canada) against the member or former member or a person who belongs to his or her family, the record shall not be destroyed until the inquiry or the charge has been finally disposed of. 1994, c. 38, s. 22 (2); 1999, c. 6, s. 36 (8); 2005, c. 5, s. 40 (9).

INTEGRITY COMMISSIONER**Commissioner**

23. (1) There shall be an Integrity Commissioner who is an officer of the Assembly. 1994, c. 38, s. 23 (1).

Appointment

(2) The Lieutenant Governor in Council shall appoint a person to the office of Integrity Commissioner on the address of the Assembly. 1994, c. 38, s. 23 (2).

Term of office

(3) The person appointed shall hold office for a term of five years and may be reappointed for a further term or terms. 1994, c. 38, s. 23 (3).

Same

(4) The person appointed continues to hold office after the expiry of the term until reappointed, or until a successor is appointed. 1994, c. 38, s. 23 (4).

Removal

(5) The person appointed may be removed for cause, before the expiry of the term of office, by the Lieutenant Governor in Council on the address of the Assembly. 1994, c. 38, s. 23 (5).

Acting Commissioner

- (6) The Lieutenant Governor in Council may appoint an acting Integrity Commissioner if,
- (a) the office of Integrity Commissioner becomes vacant during a session of the Assembly, but the Assembly does not make a recommendation under subsection (2) before the end of the session; or

(b) the office of Integrity Commissioner becomes vacant while the Assembly is not sitting. 1994, c. 38, s. 23 (6).

Same

(7) The appointment of the acting Commissioner comes to an end when a new Integrity Commissioner is appointed under subsection (2). 1994, c. 38, s. 23 (7).

Same

(8) If the Integrity Commissioner is unable to act because of illness, the Lieutenant Governor in Council may appoint an acting Commissioner, whose appointment comes to an end when the Integrity Commissioner is again able to act or when the office becomes vacant. 1994, c. 38, s. 23 (8).

Salary

(9) The Commissioner shall be paid the remuneration and allowances that are fixed by the Lieutenant Governor in Council. 1994, c. 38, s. 23 (9).

Staff

(10) The employees who are necessary for the performance of the Commissioner's duties shall be members of the staff of the Office of the Assembly. 1994, c. 38, s. 23 (10).

Powers and duties

23.1 The Commissioner may exercise the powers and shall perform the duties assigned to him or her under this Act and any other Act. 1998, c. 27, s. 1 (1).

Annual report

24. (1) The Commissioner shall report annually on the affairs of the office to the Speaker, who shall cause the report to be laid before the Assembly. 1994, c. 38, s. 24 (1).

Contents

(2) The annual report may summarize advice given by the Commissioner, but shall not disclose confidential information or information that could identify a person concerned. 1994, c. 38, s. 24 (2).

Immunity

25. No proceeding shall be commenced against the Commissioner or an employee in his or her office for any act done or omitted in good faith in the execution or intended execution of the Commissioner's or employee's duties under this Act or any other Act. 1998, c. 27, s. 1 (2).

Testimony

26. Neither the Commissioner nor an employee of his or her office is a competent or compellable witness in a civil proceeding outside the Assembly in connection with anything done under this Act or any other Act. 1994, c. 38, s. 26; 1998, c. 27, s. 1 (3).

Extension of time

27. (1) A member of the Assembly whom this Act requires to do anything within a specified period of time may give the Commissioner a written request for an extension. 1994, c. 38, s. 27 (1).

Same

(2) The Commissioner may, by giving the member a written notice, extend the time by a specified number of days, as the Commissioner considers reasonable and consistent with the public interest. 1994, c. 38, s. 27 (2).

Same

(3) The Commissioner may impose on the extension such conditions as he or she considers just. 1994, c. 38, s. 27 (3).

Opinion and recommendations

28. (1) A member of the Assembly may request that the Commissioner give an opinion and recommendations on any matter respecting the member's obligations under this Act and under Ontario parliamentary convention. 1994, c. 38, s. 28 (1).

Inquiries

(2) The Commissioner may make such inquiries as he or she considers appropriate and shall provide the member with an opinion and recommendations. 1994, c. 38, s. 28 (2).

Confidentiality

(3) The Commissioner's opinion and recommendations are confidential, but may be released by the member or with the member's consent. 1994, c. 38, s. 28 (3).

Partial release by member

(3.1) Despite subsection (3), if the member releases only part of the opinion and recommendations, the Commissioner may release part or all of the opinion and recommendations without obtaining the member's consent. 2010, c. 5, s. 12 (1).

Writing

(4) The member's request, the Commissioner's opinion and recommendations and the member's consent, if any, shall be in writing. 1994, c. 38, s. 28 (4).

Application to former members of Executive Council

(5) This section continues to apply with necessary modifications to a former member of the Executive Council, even if he or she ceases to be a member of the Assembly. 2010, c. 5, s. 12 (2).

Confidentiality

29. (1) Information disclosed to the Commissioner under this Act is confidential and shall not be disclosed to any person, except,

- (a) by the member, or with his or her consent;
- (b) in a criminal proceeding, as required by law; or
- (c) otherwise in accordance with this Act. 1994, c. 38, s. 29 (1).

Freedom of Information and Protection of Privacy Act

(2) Subsection (1) prevails over the *Freedom of Information and Protection of Privacy Act*. 1994, c. 38, s. 29 (2).

ENFORCEMENT**Matter referred by member**

30. (1) A member of the Assembly who has reasonable and probable grounds to believe that another member has contravened this Act or Ontario parliamentary convention may request that the Commissioner give an opinion as to the matter. 1994, c. 38, s. 30 (1).

Request

(2) The request shall be in writing and shall set out the grounds for the belief and the contravention alleged. 1994, c. 38, s. 30 (2).

Tabling

(3) The member making the request shall promptly give a copy of it to the Speaker, who shall cause the request to be laid before the Assembly if it is in session or, if not, within 10 days after the beginning of the next session. 1994, c. 38, s. 30 (3).

(4) REPEALED: 2010, c. 5, s. 13.

Matter referred by Executive Council

(5) The Executive Council may request that the Commissioner give an opinion as to whether a member of the Executive Council has contravened this Act or Ontario parliamentary convention. 1994, c. 38, s. 30 (5).

Inquiry by Assembly

(6) The Assembly and its committees shall not conduct an inquiry into a matter that has been referred to the Commissioner under subsection (1) or (4). 1994, c. 38, s. 30 (6).

Inquiry by Commissioner

31. (1) When a matter is referred to the Commissioner under section 30, the Commissioner may conduct an inquiry, after giving the member whose conduct is concerned reasonable notice. 1994, c. 38, s. 31 (1).

Same

(2) If the matter was referred by a member,

- (a) the Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case those sections apply to the inquiry; and
- (b) the Commissioner shall report his or her opinion to the Speaker. 1994, c. 38, s. 31 (2); 2009, c. 33, Sched. 6, s. 66; 2010, c. 5, s. 14 (1).

Same

- (3) The Speaker shall,
 - (a) give a copy of the opinion to the member whose conduct is concerned and to the leader of each political party that is represented in the Assembly;
 - (b) give a copy of the opinion to the member who referred the matter; and
 - (c) cause the opinion to be laid before the Assembly if it is in session or, if not, within 10 days after the beginning of the next session. 1994, c. 38, s. 31 (3); 2010, c. 5, s. 14 (2).

Same

- (4) If the matter was referred by the Executive Council, the Commissioner shall report his or her opinion to the Clerk of the Executive Council. 1994, c. 38, s. 31 (4).

Effect of election, resignation on matter referred by member

(4.1) The Commissioner shall suspend an inquiry respecting a matter referred by a member in the following circumstances:

1. The member whose conduct is concerned resigns his or her seat.
2. A writ is issued under the *Election Act* for a general election. 2010, c. 5, s. 14 (3).

Same

(4.2) If an inquiry is suspended under subsection (4.1) because the member whose conduct is concerned resigns his or her seat, the Commissioner shall continue the inquiry if, within 30 days after the date of the resignation, the former member or the member who referred the matter submits a written request to the Commissioner that the inquiry be continued. 2010, c. 5, s. 14 (3).

Same

(4.3) If an inquiry is suspended under subsection (4.1) because of the issuance of a writ, the Commissioner shall continue the inquiry if, within 30 days after polling day in the election, the member or former member whose conduct is concerned or the member who referred the matter submits a written request to the Commissioner that the inquiry be continued. 2010, c. 5, s. 14 (3).

Same

(4.4) An inquiry shall not be continued under subsection (4.3) until after polling day in the election. 2010, c. 5, s. 14 (3).

Same

(4.5) If an inquiry is suspended under subsection (4.1) and is not continued under subsection (4.2) or (4.3), the Commissioner shall terminate the inquiry and shall give written notice of the termination to the member or former member whose conduct is concerned, the member who referred the matter and the Speaker. 2010, c. 5, s. 14 (3).

Effect of election, resignation on matter referred by Executive Council

(4.6) The Commissioner shall suspend an inquiry respecting a matter referred by the Executive Council if the member of the Executive Council whose conduct is concerned resigns his or her office. 2010, c. 5, s. 14 (3).

Same

(4.7) The Commissioner shall continue an inquiry suspended under subsection (4.6) if, within 30 days after the date of the resignation, the Executive Council submits a written request to the Commissioner that the inquiry be continued. 2010, c. 5, s. 14 (3).

Same

(4.8) The Commissioner shall terminate an inquiry respecting a matter referred by the Executive Council in the following circumstances:

1. An inquiry is suspended under subsection (4.6) and is not continued under subsection (4.7).
2. A writ is issued under the *Election Act* for a general election. 2010, c. 5, s. 14 (3).

Refusal to conduct inquiry

(5) If the Commissioner is of the opinion that the referral of a matter to him or her is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an inquiry, the Commissioner shall not conduct an inquiry and shall state the reasons for not doing so in the report. 1994, c. 38, s. 31 (5).

Member or former member not blameworthy

(6) If the Commissioner determines that there has been no contravention of this Act or of Ontario parliamentary convention, that a contravention occurred although the member or former member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Commissioner shall so state in the report and shall recommend that no penalty be imposed. 1994, c. 38, s. 31 (6); 2010, c. 5, s. 14 (4).

Reliance on Commissioner's advice

(7) If the Commissioner determines that there was a contravention of this Act or of Ontario parliamentary convention but that the member or former member was acting in accordance with the Commissioner's recommendations and had, before receiving those recommendations, disclosed to the Commissioner in writing all the relevant facts that were known to the member or former member, the Commissioner shall so state in the report and the contravention is deemed not to have taken place. 2010, c. 5, s. 14 (5).

Police investigation or charge

32. If the Commissioner, when conducting an inquiry, discovers that the subject-matter of the inquiry is being investigated by police or that a charge has been laid, the Commissioner shall suspend the inquiry until the police investigation or charge has been finally disposed of, and shall report the suspension to the Speaker. 1994, c. 38, s. 32.

Procedure under another Act

32.1 If the Commissioner, when conducting an inquiry, discovers that the subject-matter of the inquiry is being dealt with in accordance with a procedure established under another Act, the Commissioner may suspend the inquiry until the matter has been finally disposed of under that Act, and shall report the suspension to the Speaker. 2010, c. 5, s. 15.

Reference to appropriate authorities

33. If the Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act or of the *Criminal Code* (Canada), the Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to the Speaker. 1994, c. 38, s. 33.

Recommendation re penalty

34. (1) Where the Commissioner conducts an inquiry under subsection 31 (1) or (2) and finds that the member has contravened any of sections 2 to 4, 6 to 8, 10 to 12 or 14 to 18, has failed to file a private disclosure statement or a statement of material change within the time provided by section 20, has failed to disclose relevant information in that statement or has contravened Ontario parliamentary convention, the Commissioner shall recommend in his or her report,

- (a) that no penalty be imposed;
- (b) that the member be reprimanded;
- (c) that the member's right to sit and vote in the Assembly be suspended for a specified period or until a condition imposed by the Commissioner is fulfilled; or
- (d) that the member's seat be declared vacant. 1994, c. 38, s. 34 (1).

Same, former member

(1.1) In the case of an inquiry respecting a matter referred by a member that is continued in accordance with subsection 31 (4.2) or (4.3) in respect of a former member, if the Commissioner finds a contravention or failure referred to in subsection (1), the Commissioner shall recommend in his or her report,

- (a) that no penalty be imposed; or
- (b) that the former member be reprimanded. 2010, c. 5, s. 16.

Duty of Assembly

(2) The Assembly shall consider and respond to the report within 30 days after the day the report is laid before it. 1994, c. 38, s. 34 (2).

Response

(3) If the Commissioner recommends that a penalty be imposed, the Assembly may approve the recommendation and order that the penalty be imposed, or may reject the recommendation, in which case no penalty shall be imposed. 1994, c. 38, s. 34 (3).

Power of Assembly

(4) Despite section 46 of the *Legislative Assembly Act*, the Assembly does not have power to inquire further into the contravention, to impose a penalty if the Commissioner recommended that none be imposed, or to impose a penalty other than the one recommended. 1994, c. 38, s. 34 (4).

Decision final

(5) The Assembly's decision is final and conclusive. 1994, c. 38, s. 34 (5).

Vacancy

(6) If the member's seat is declared vacant, section 25 of the *Legislative Assembly Act* applies, with necessary modifications. 1994, c. 38, s. 34 (6).

MISCELLANEOUS

Application of Act during writ period

35. This Act, other than sections 30 to 34, continues to apply with necessary modifications to a member of the Assembly during the period beginning with the issue of a writ under the *Election Act* for a general election and ending on polling day, if the member is or intends to be a candidate in the election. 2010, c. 5, s. 17.

Application of Act to related persons

36. (1) This Act applies with necessary modifications to every member of the Executive Council who is not a member of the Assembly as if he or she were a member of the Assembly, with the following exceptions:

1. Section 5, clauses 34 (1) (c) and (d) and subsection 34 (6) do not apply.
2. The reference to "within 60 days of being elected" in clause 20 (1) (a) shall be read as a reference to "within 60 days of being appointed to the Executive Council". 2010, c. 5, s. 17.

Same

(2) This Act applies with necessary modifications to every leader of a recognized party, as defined in subsection 62 (5) of the *Legislative Assembly Act*, who is not a member of the Assembly as if he or she were a member of the Assembly, with the following exceptions:

1. Sections 5, 8, 10 to 19 and 30 to 34 do not apply.
2. The reference to "within 60 days of being elected" in clause 20 (1) (a) shall be read as a reference to "within 60 days of being elected as the leader of a recognized party". 2010, c. 5, s. 17.

37., 38. OMITTED (AMENDS OR REPEALS OTHER ACTS). 1994, c. 38, ss. 37, 38.

39. OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS ACT). 1994, c. 38, s. 39.

40. OMITTED (ENACTS SHORT TITLE OF THIS ACT). 1994, c. 38, s. 40.

Français

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AMCTO SUBMISSION *on* **BILL 68, MODERNIZING ONTARIO'S MUNICIPAL LEGISLATION ACT**

APRIL 2017

I. BACKGROUND

In November of 2016 the government tabled Bill 68, the *Modernizing Ontario's Municipal Legislation Act*, which introduced a series of reforms to the *Municipal Act*, *Municipal Conflict of Interest Act*, and several other pieces of municipally-relevant legislation. AMCTO believes that a number of the changes proposed in Bill 68 are positive for municipalities—including many that we advocated for in our submission on the *Municipal Act* in 2015. However, while there is much in this bill for that is good for the municipal sector and AMCTO members, there are also several areas of concern, and sections of the legislation where we think that changes need to be made. This submission outlines two broad areas of concern that we have with the bill and presents five concrete recommendations that we believe will strengthen it.

II. OVERARCHING CONCERNS

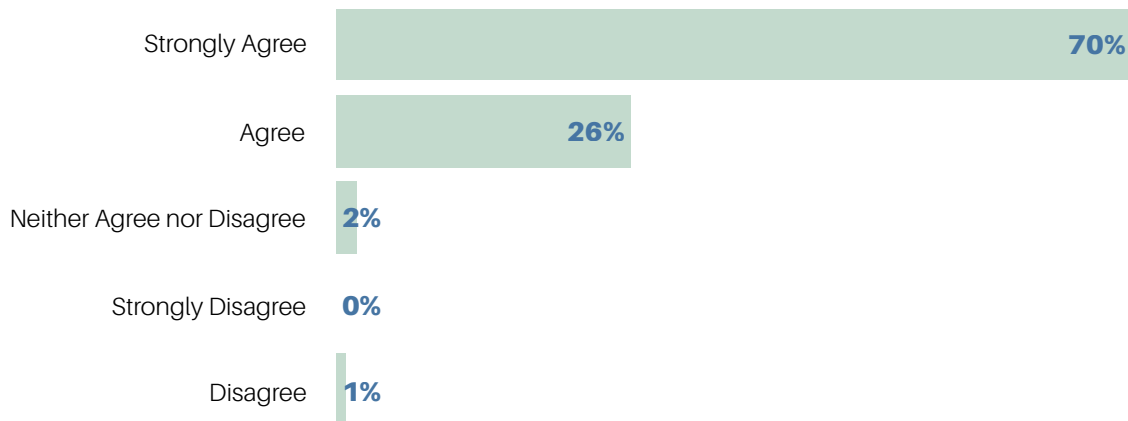
Peak Accountability?

Bill 68 has a strong focus on accountability and transparency. Ensuring municipal accountability was one of the themes of the government's review of municipal legislation in 2015, and it is the area of the *Municipal Act* that Bill 68 will most significantly alter. We are largely supportive of the new accountability and transparency measures in the bill. Our original submission in 2015 included a number of recommendations that we felt were important to continue to enhance the ethical standing of Ontario's municipalities, including developing a clear definition of a meeting, and requiring all municipalities to develop codes of conduct. As seen in figures 1 and 2, a number of the changes proposed in Bill 68 also have strong support

among AMCTO members. For instance, 96% of our members agree that municipalities should be required to adopt codes of conduct for their councils and 77% agree that municipalities should be required to adopt codes for their local boards.

Figure 1:

Do you agree that municipalities should be required to adopt codes of conduct for their councils?

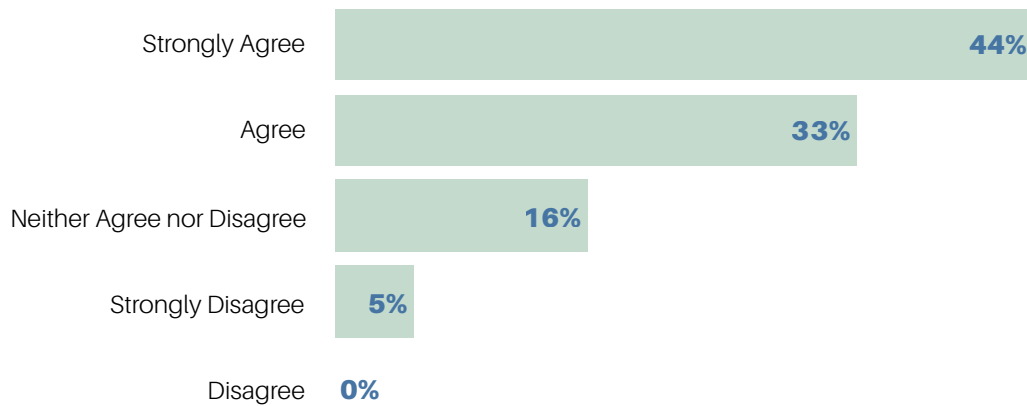


Source: AMCTO Bill 68 Survey, March 2017, n = 313

However, despite our support for certain measures of accountability and transparency that this legislation will introduce, we are concerned about what seems to be a disproportionate focus in Bill 68 on accountability and transparency, relative to other areas of municipal business and operations. In this way, Bill 68 is largely consistent with other major municipal policy constructed by the province over the past 10 years, which has also carried a disproportionate focus on accountability and transparency and peddled the dubious narrative that municipalities lack accountability. For example, the province's last review of the *Municipal Act* in 2006 was also deeply influenced by accountability and transparency. Bill 130, introduced in 2006, required municipalities to adopt accountability and transparency regimes with a mix of mandatory and voluntary elements (Alcantara et al., 2012, 113). Similarly, in 2014 the province passed Bill 8, the *Public Sector and MPP Accountability and Transparency Act*, a wide-ranging piece of legislation that enacted broad provincial oversight over matters that had previously been the sole discretion of municipalities (Mascarin and Dean, 2015, 8).

Figure 2:

Do you agree that municipalities should be required to adopt codes of conduct for their local boards?

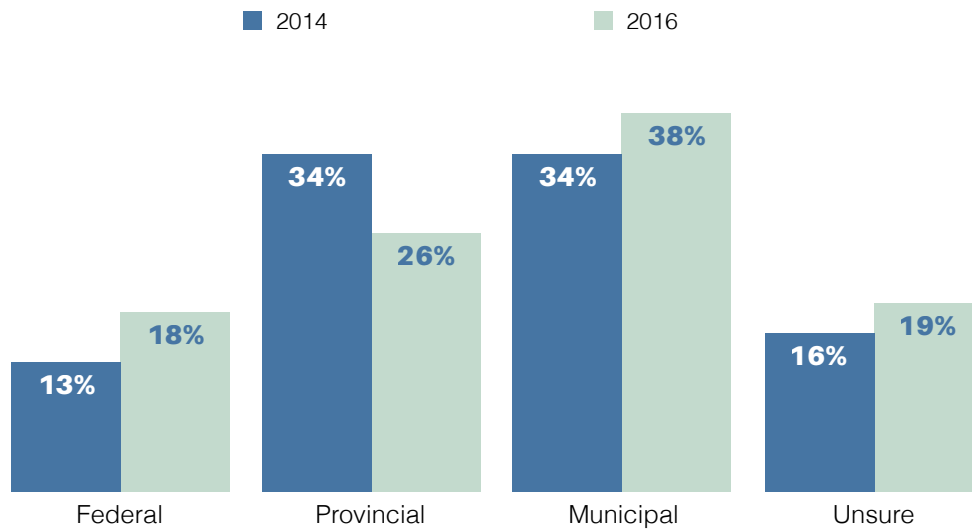


Source: AMCTO Bill 68 Survey, March 2017, n = 313

Yet, despite negative media portrayals of municipalities, a reasonable case can be made that local governments are the most transparent order of government in Canada (Muller, 2016, 5). While parliament and provincial legislatures maintain their right to meet in secret—and usually do (Sancton, 2015, 428)—the *Municipal Act* requires that all municipal council meetings be open to the public by default, and only held behind closed doors in a limited number of circumstances. In contrast, most decisions made by the provincial and federal governments happen in cabinet or caucus meetings that are closed to the public. A municipal government that attempted to operate in a similar fashion would be found in contempt of the *Municipal Act*, and publicly reprimanded.

Municipalities have also consistently scored higher on measures of public trust than other levels of government. For instance, an Ipsos Reid poll conducted in 2012 found that 57% of Canadians trust their local municipal government more than the federal government or their respective provincial government, while 55% said that they saw their tax dollars being put to better use by their municipal government than the federal government (Global, 2012). Research conducted by Nanos in 2014 and 2016 also found that Ontarians viewed their municipality as the most responsive level of government in Canada (Figure 3).

Figure 3:
Most Responsive Level of Government in Canada, 2014-2016:



Source: Nanos Research

Ontario's municipalities are not free from the unethical behaviour and corruption that afflicts governments everywhere. But they are also no less accountable or transparent than the governments of Ontario or Canada, and in many cases, appear to be more so. That's why it is concerning for us, and many others in the sector, that the province continues to legislate as though municipalities are a threat to accountable governance, rather than strong examples of it. Our concern is that if the province continues to make accountability and transparency the dominant focus of its municipal policy—absent clear evidence or rationale—it will only serve to degrade and diminish ordinary Ontarians' perception of municipal governance.

In the case of Bill 68, while we support many of the measures in this bill, other proposals appear to be solutions in search of a problem. As with Bill 130 and Bill 8 before it, some of the measures in Bill 68 seem to have been motivated by bad headlines and anecdotes, rather than extensive information and detailed analysis. The consequences for municipalities are nevertheless significant. The provisions associated with accountability and transparency in Bill 68 will have administrative and financial costs. These will be significant, but not as damaging as the potential reputational harm that this bill could cause to the trust that Ontarians have in their local governments. The provisions around integrity commissioners are especially noteworthy. Accountability officers, such as integrity commissioners, have a considerable ability to influence public opinion about the performance of municipal officials, often to a degree that is significant enough to influence the electoral fortunes of elected officials and the

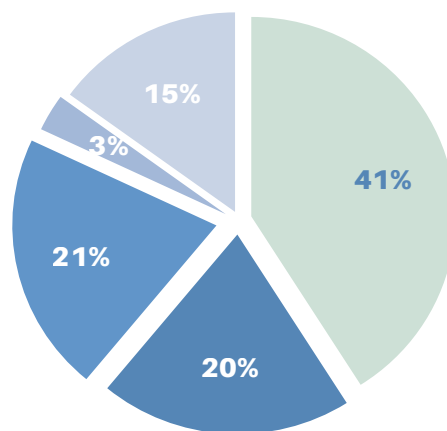
career prospects of public servants (Sancton, 2017, 1). Yet, the loss of faith in government, expressed by many Canadians, is not simply a question of electoral viability for municipal politicians or career longevity for public servants—it is about compromising the very centre of democratic legitimacy and raises questions about the effectiveness of the institutions that give voice to the democratic will (Lynch, 2015, 1).

Fiscal Sustainability

Our other broad concern with this bill relates to its failure to address the precarious fiscal position that many municipalities find themselves in. For most of Ontario's local governments, the services they offer are becoming more complex, expansive and expensive to administer. In many communities, municipal officials are concerned that they will no longer be able to deliver high quality services for their citizens with their existing sources of revenue. The range of services that municipalities are responsible for delivering, from wastewater, to roads, transit, social services, and public safety, has led many to argue that the current sources of revenue that municipalities have access to are not sufficient or appropriate for funding municipal business (Kitchen and Slack, 2016, 1).

Figure 4:
Sources of Municipal Revenue (2014)

● Property Taxes ● User Fees ● Transfers ● Licenses and Permits ● Other Revenues



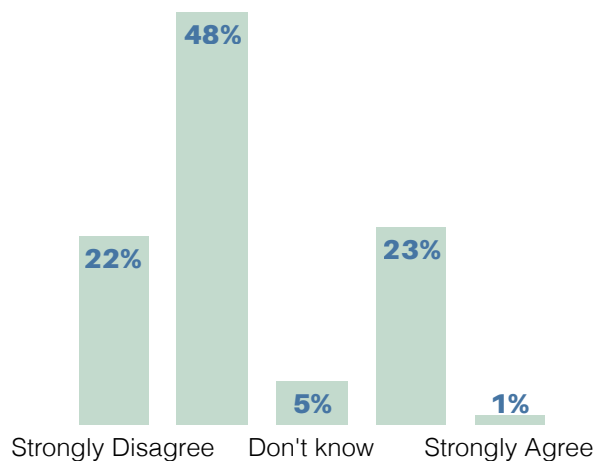
Source: Ministry of Municipal Affairs and Housing, Financial Information Returns, 2015

Most local governments have limited sources of revenue (Figure 4), and still fund the majority of their operations and services using property taxes (Slack et al., 2013, 3), which are subject to shifting political pressures and widely unpopular amongst residents. The use of conditional transfers are an important stopgap, but they often

come with mandated service standards, cumbersome reporting requirements and little predictability.

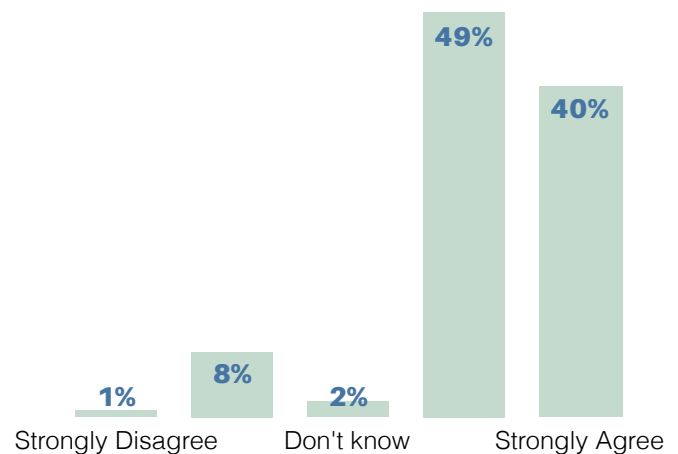
Across the world there is a growing recognition that local government's need to have greater control over their financial destiny. Countries such as France, Ireland, and the Slovak Republic are all reforming their local government taxation systems to give municipalities greater fiscal responsibility and stronger, more predictable streams of revenue (Cote and Fenn, 2014, 20). As seen in Figure 5, most municipal public servants surveyed by AMCTO do not believe that municipalities are fiscally sustainable and close to 90% believe that municipalities need access to new revenue tools (Figure 6).

Figure 5:
Municipalities are Fiscally Sustainability



Source: AMCTO Pre-budget Survey, November 2016, n = 321

Figure 6:
Municipalities in Ontario Need New Revenue Tools



Source: AMCTO Pre-budget Survey, November 2016, n = 321

The fiscal challenges faced by the province's local government are complex, and there is no single solution. Large cities are not confronting the same problems as those faced by small communities. The shared challenge is that both need greater flexibility to generate revenue. Rather than imposing a blanket solution to the fiscal challenges faced by municipalities, we have continually advocated for the government to look at giving municipalities access to a

range of new sources of revenue, and allowing each community to decide what's right for them. This recommendation has been in our last two pre-budget submissions, and our submission on the *Municipal Act* in 2015, where we joined the Association of Municipalities Ontario (AMO) and the Municipal Finance Officers Association (MFOA) in urging the government to give municipalities new revenue tools.

This bill does very little to address the fiscal concerns of local governments. While it includes some measures that we support and believe are important, such as its expansion of Prudent Investor Status, and a number of technical changes to tax and revenue collection, these are relatively minor when viewed within the context of the budget shortfalls that municipalities are projected to face in the future.¹ Moreover, many of the positive changes in fiscal policy contained in Bill 68 are likely to be completely or partially offset by the new unfunded mandates included in this legislation, which are likely to drive costs up for municipalities. For small municipalities, the problems are especially significant, as the costs for many of the provisions in Bill 68, such as hiring an integrity commissioner are not relative to a municipality's size. Small municipalities will have to pay retainers and per/hour investigative rates that are the same or comparable those in larger communities.

BOX 1: Reducing the Administrative Burden on Municipalities

While municipalities need new sources of revenue, there is much that the government can also do to enable local governments to be more effective and efficient. One of the ways that the province could reduce the administrative burden on municipalities is to reduce the reporting burden that most local governments carry. In February of 2017 AMCTO published *Bearing the Burden: An Overview of Municipal Reporting to the Province*, a research report that argued that far from achieving the goals of good governance and accountability, municipal-provincial reporting is hindering the ability of municipalities to function like responsible orders of government. This report is available on the AMCTO website.

One of the areas that is likely to lead to increased and unpredictable costs for municipalities is the new regime for integrity commissioners (see figure 7). While it is difficult to predict the full fiscal impact of these changes at this point,² there are some troubling examples that we can point to. From our research we know that retainers for an integrity commissioner alone can range from \$305 to \$12,000 per year. One municipality paid a \$10,000/year retainer even though their IC didn't conduct a single investigation (Strader, 2014). In municipalities where the integrity commissioner has conducted investigations, the costs are often high, especially for smaller communities. Another municipality with a population of approximately \$18,000 and only \$18 million in own-source revenue spent \$46,000 on their integrity commissioner in one year, including \$23,700 in November and December of that year alone (Adams, 2017). Individual

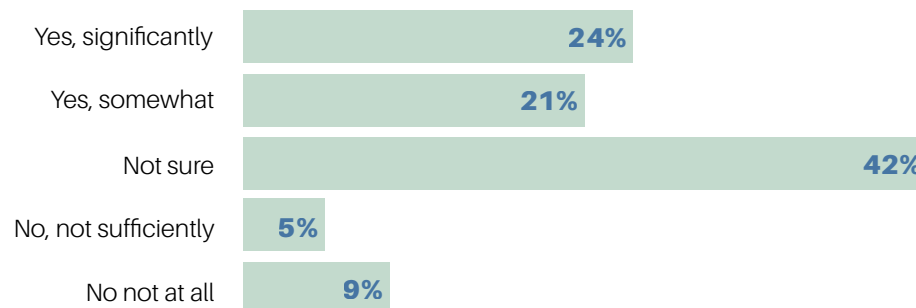
¹ For more on this topic see AMO's What's Next Ontario project.

² Costs associated with many of the new provisions, such as allowing ICs to conduct investigations are their "own initiative, are very difficult to project.

investigations can also be costly. One municipality is expected to be billed \$20,000 this year for a single investigation that found no merit in two allegations and recommended no sanctions (Helmer, 2017). Another IC investigation costs a medium-size municipality \$10,000 for having their IC “conduct a review” of a single media article (Guelph Mercury, 2012).

Figure 7:

In your opinion, are the changes to ICs outlined in Bill 68 likely to affect how much your municipality spends on its IC?



Source: AMCTO Bill 68 Survey, March 2017, n = 313

The province needs to address the fiscal challenges facing the municipal sector, for the sole reason that municipalities are not legislatively empowered to do so themselves. There are a range of options from other jurisdictions, from new service charges, such as those possessed by the City of Toronto, to a dedicated share of provincially-administered taxes. The government continues to indicate that it is waiting to hear from the sector on new revenue tools, but the sector has been clear. In this review and yearly as part of the budget process, municipalities, associations, and other stakeholders have identified a range of options for the government. It is time for the government to act.

III. RECOMMENDATIONS

RECOMMENDATION 1: Include principles for how ICs conduct their duties (and investigations) either in the legislation or in a separate regulation

One of the most significant changes proposed in Bill 68 is the new regime it would create for integrity commissioners. As seen in Box 2, in addition to requiring that all municipalities provide their citizens access to an IC, the bill would also significantly expand the role of integrity commissioner, broadening it to include oversight of the *Municipal Conflict of Interest Act*

(MCIA) and allowing ICs to recommend a wider range of sanctions.

These changes will dramatically alter the landscape for ICs in Ontario. Currently the majority of municipalities in Ontario don't have an integrity commissioner (see Figure 8). Even for those municipalities that already have an IC, Bill 68 will nevertheless usher in a period of transition and change. The role of integrity commissioner in Ontario is still largely undefined, and there is little consistency in how ICs conduct investigations, review complaints, and view their role. However, while this bill drastically expands the powers and responsibilities of ICs, it is largely silent on what principles should guide ICs as they discharge their duties.

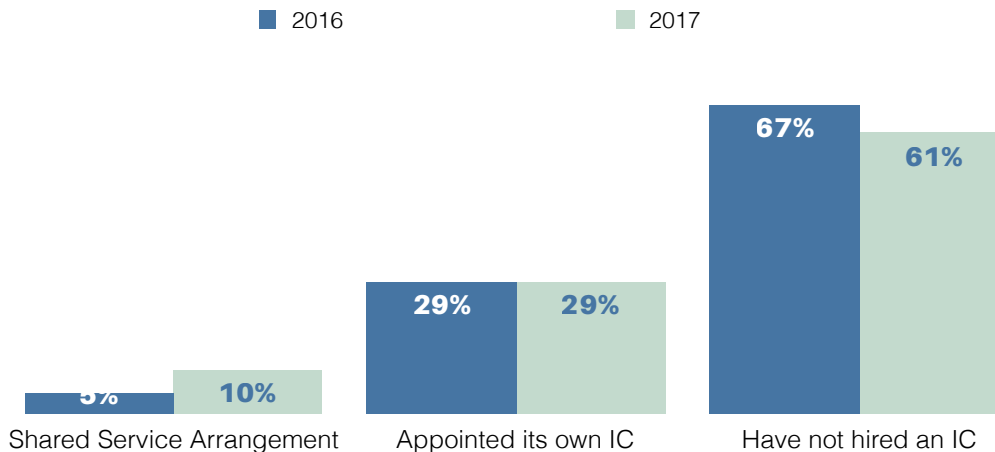
BOX 2: Changes to the Municipal Integrity Commissioner Regime

1. All municipalities will be required to provide access to an integrity commissioner
2. The role of the IC would be expanded to include the application of the Municipal Conflict of Interest Act (MCIA)
3. ICs will be given the responsibility to conduct investigations on their own initiative
4. ICs will now be specifically empowered to provide advice to members of councils and local boards
5. The role of the IC will be expanded as it relates to public education and information for both members of council and the public
6. The range of penalties that ICs can recommend will be expanded
7. ICs will have the power to apply to a judge

Ombudsmen, by contrast, are guided by a set of broad principles. For instance, the Forum of Canadian Ombudsman (FCO), has a *Statement of Ethical Principles* that sets key principles and values to which Ombuds should adhere (Appendix A). The Statement declares that Ombuds' conduct should be rooted in the principles of fairness and natural justice. It goes on to instruct them to take into account relevant laws and regulation as well as to ensure that her or his actions promote transparency and accountability. Similarly, the International Ombudsman Association (IOA) has 27 standards of practice (Appendix B). They cover a range of issues including neutrality, impartiality, confidentiality, and informality. Standard 1.1 dictates that Ombuds must be independent, 2.1 that they are neutral, impartial, and unaligned, and 2.5 that a basic standard of an investigation is that an Ombudsperson will "consider the legitimate concerns and interests of all individuals affected by the matter under consideration." While many of broad principles outlined by the FCO and IOA many seem obvious, there are already numerous examples in Ontario where ICs, in the course of discharging their duties, have failed to uphold these basic standards. In several cases in Ontario integrity commissioners have not adequately distinguished between their advisory and investigative roles, not interviewed all the subjects implicated in an investigation, and inconsistently applied sanctions to councillors found to have violated their code of conduct.³

³ For examples see: Reevely, David, "Ontario's freelance integrity commissioners indulge some sloppy politicians," *Ottawa Citizen*, November 3, 2016; Schliesmann, Paul, "Integrity commissioner rules city councillor had conflict," *Kingston Whig-Standard*, July 11, 2016; Simpson, Barbara, "Sarnia Mayor Mike Bradley must 'change his ways for the good of the City of Sarnia,' says integrity commissioner," *June 24, 2016*; Adams, Ian, "Wasaga integrity commish bill tops \$40,000 for 2016," *Simcoe.com*, February 26, 2017

Figure 8:
Adoption of Municipal Integrity Commissioners, 2016-2017:



Source: AMCTO/AMO Bill 8 Survey, January 2016, n = 143 and AMCTO Bill 68 Survey, March 2017, n = 313

The integrity commissioner role is difficult, and the issues that ICs frequently deal with are very complex. Most often integrity commissioners are examining the ethical behaviour of individual councillors, a fraught topic about which most citizens will have strong opinions, and may even feel qualified to make their own judgements (Sancton, 2017, 6). Given this context, it is crucial that their investigations are grounded in a clear set of guiding assumptions that can be applied uniformly. We believe that if Bill 68 is going to be successful, it needs to include principles for how integrity commissioners will conduct their duties; principles that can be exercised by ICs consistently across the province. It is unreasonable to forcefully expand the role of the integrity commissioner without first setting out in legislation the basic principles for how that role should be practiced. If the province does not set out such basic principles, the implementation of Bill 68's new powers for integrity commissioners will be characterized, not by enhanced accountability, transparency or good governance, but by a patchwork of approaches and inconsistently applied outcomes.

RECOMMENDATION 2: Remove the provisions from Bill 68 that would allow an integrity commissioner to launch an investigation on their "own initiative"

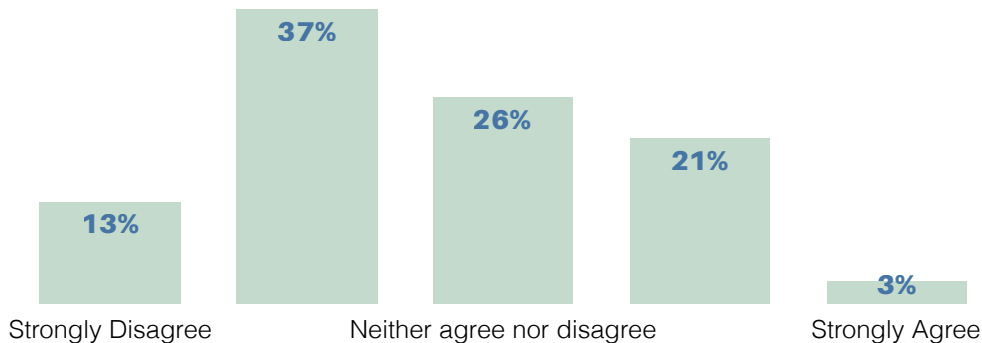
As part of its expansion of the role of integrity commissioner, Bill 68 would also give ICs the power to initiate investigations on their own initiative. As seen in Figure 9, AMCTO members are

uncomfortable and unsure about this provision, and we have serious concerns with its inclusion in Bill 68.

One of the most important roles that ICs play is to educate and inform council and provide advice to councillors and the council itself about potential conflicts or violations of the code of conduct (Fleming, 2016). In fact, some recently published research suggests that advising councillors in confidence about how to respond to perceived ethical dilemmas is how integrity commissioners spend most of their time and effort (Sancton, 2017, 6).

Figure 9:

Do you agree that ICs should be able to conduct investigations on their own initiative?



Source: AMCTO Bill 68 Survey, March 2017, n = 313

Allowing ICs to initiate investigations on their own initiative, however, could jeopardize this important role. It could place individual integrity commissioners in an awkward position where they are at the same time looking for evidence of wrongdoing to form the basis of new investigations, while also providing advice to members of council who may disclose a potential incident of wrongdoing. We believe that this could have a chilling effect, and reduce rather than enhance accountability in municipalities. If members of council are concerned that information they may disclose to an IC could potentially be used in an investigation being launched by an IC, they may be less likely to seek the advice of that IC in the first instance. It will make it difficult for councillors to determine when they talk to an IC whether they are investigating or advising, or doing both at the same time. This dilemma is precisely why the City of Calgary has appointed an ethics advisor as well as an ethics commissioner—one to provide advice and the other to conduct investigations (Sancton, 2017, 9). While such a formal separation is not likely necessary in Ontario, much of the risk could be mitigated by ensuring that integrity commissioners are not able to conduct investigations on their own initiative,

effectively separating the advising and investigating functions. There is already one example in Ontario where the integrity of an integrity commissioner was called into question by providing advice to two members of council while simultaneously investigating their conduct (Sancton, 2017, 8-9).

We believe that it is in the best interests of integrity commissioners, municipal councillors, and the general public for the government to remove the provision of Bill 68 that allows integrity commissioners to initiate investigations on their own initiative. The role that an integrity commissioner plays advising members of council on contentious or unclear issues of ethical behaviour is too important to risk compromising by also giving ICs the responsibility of launching investigations on their own initiative.

RECOMMENDATION 3:
Remove closed meeting exception "K" from the list of added circumstances in section 239 where councils can move into closed session

During the government's review of the *Municipal Act* in 2005, the issue of closed meetings and closed meeting investigations was one of the primary concerns identified by the municipal sector. Bill 68 introduces a new definition of a meeting. As proposed in the current draft, a meeting would occur whenever there is (1) a quorum of council members; (2) if those present discuss issues in a way that "materially advances" the business or decision making of council.

Bill 68 also adds a number of new exemptions for when council meetings could go into closed session (Box 3).

Section 239(2) of the *Municipal Act* allows a municipality to hold a meeting or part of a meeting behind closed doors if it conforms to one of a series of proscribed situations. Bill 68 would add four new exceptions to the seven that are currently contained in the *Municipal Act*.

In our 2015 submission on the *Municipal Act* we recommended that the government review the circumstances where council can meet in closed session. Our recommendation was premised

BOX 3: Additional Closed Meeting Exemptions Proposed in Bill 68

(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

(i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;

(j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

on the belief that given the high-profile and scrutiny of closed-meeting investigations, this was not a section of the *Act* that benefited from ambiguity. While we welcome the flexibility that the additional closed meetings provide, we do have some concerns, especially exemption “K.”

The problem with exemption “K” is that it is simply too broad. It is worded so loosely that it is prone to misuse and abuse. Over the past ten years municipalities have adapted to the open meeting regime in Ontario, and now conduct the vast majority of their business in public. If the government moves forward with exemption “K” it risks losing that momentum. As an organization that is committed to promoting ethics and accountability, we believe that closed meeting exemption “K” must be removed from Bill 68. It is too broad, too prone to abuse, and too likely to reduce the level of transparency that currently exists in municipalities.

RECOMMENDATION 4: Keep the current date for starting a new session of council as December 1st

Bill 68 also proposes changing the start of a new session of council from December 1st to November 15th. While we know that this change is designed to shorten the lame duck period, we have heard from many municipalities that it will create administrative, logistical, and governance challenges. For many municipalities, the transition between elections is already logistically challenging. Following an election, staff are busy preparing for the new session of council. These preparations range from the complex (potentially conducting recounts, creating orientation materials and onboarding procedures) to the mundane (painting offices, buying new computers).

BOX 4: New Municipal Responsibilities Proposed in Bill 68

- Create and adopt codes of conduct for council and all local boards
- Develop procedures for how to report back on how the municipality will address a closed-meeting investigation
- Hire an integrity commissioner
- Create a registry that tracks all registered conflicts of interest
- Develop a policy on council-staff relations
- Develop a policy for protection of a municipality’s tree canopy

If the date for beginning a new session of council is moved forward to November 15th, local governments of all sizes could face challenges. While we have heard from some municipalities that shortening the lame duck period is a priority, there seems to be a stronger policy rationale for leaving the date for the start of a new session of council as December 1st, rather than moving it forward.

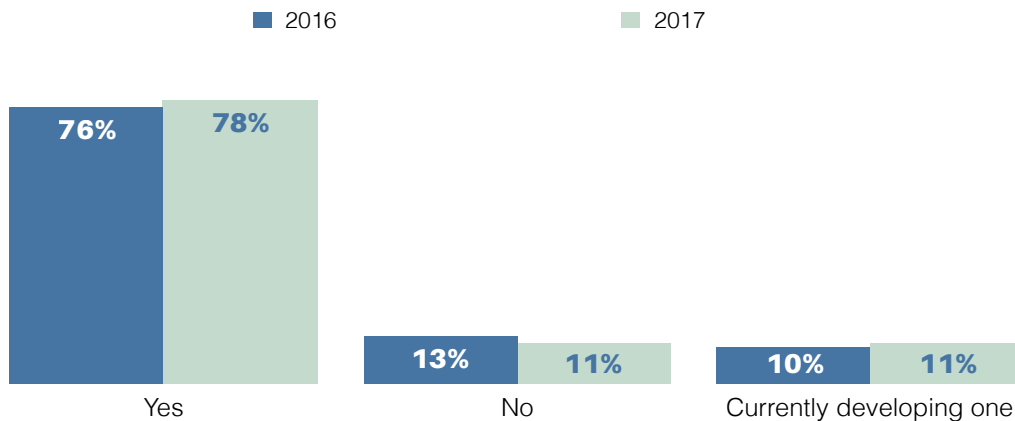
RECOMMENDATION 5: Establish a lengthy transition period before Bill 68 is proclaimed

Our final recommendation concerns the period in between the passage and implementation of Bill 68. We believe that this bill needs a lengthy transition period before it enters into force. The

reason is simple: the amount of work that this bill requires municipalities to do is significant (see Box 4).

Figure 10:

Does your municipality have a code of conduct for council?

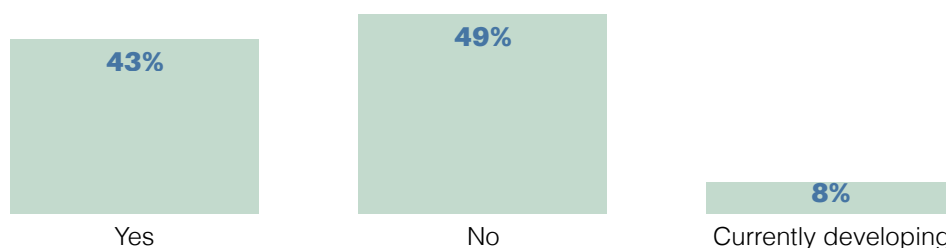


Source: AMCTO/AMO Bill 8 Survey, January 2016, n = 143 and AMCTO Bill 68 Survey, March 2017, n = 313

All communities, but especially smaller municipalities, will need enough time to develop new policies, hire integrity commissioners, and develop new codes of conduct. As seen in Figure 8, research done in 2016 by AMCTO/AMO and in 2017 by AMCTO indicates that far fewer than half of all municipalities currently have an integrity commissioner. Similarly, more than 20% of municipalities don't have a code of conduct for council, and more than half do not have codes of conduct for their local boards (Figure 10 and Figure 11). All municipalities will need significant time to adjust to the changes ushered in by Bill 68.

Figure 11:

Does your municipality have a code of conduct for its local boards? (2017)



Source: AMCTO Bill 68 Survey, March 2017, n = 313

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APPENDIX A: Forum of Canadian Ombudsman Statement on Ethical Principles



(Approved by the Membership at the Annual General Meeting, June 2014)

The purpose of this document is to confirm the key principles and values to which Ombuds/ man/person (Ombuds) should adhere and to provide ethical guidance to FCO members who occupy an Ombuds role or work in an Ombuds Office.

INTRODUCTION

In the exercise of their role, Ombuds shall promote and abide by the values of justice, fairness, equity, respect, empathy, honesty, rigour and transparency. The Ombuds shall hold him/herself to the highest standards in the areas of independence, impartiality, fairness, confidentiality and credibility.

INDEPENDENCE

The Ombuds should be clearly and visibly independent in purpose, administration and decision-making, from the institution / organization/ government administration about which it has the mandate to receive complaints.

An Ombuds should serve only in this one capacity within the institution / organization/ government administration and should not have any decision making role therein. Information regarding the Ombuds' mandate, sources of funding, method of appointment and reporting rules shall be publicly-available.

IMPARTIALITY

The Ombuds reviews all information in an objective manner and without bias. He/she remains impartial and unaligned, in fact and perception and acts only to identify and address fairness concerns.

An Ombuds shall not engage in any activity which could possibly lead to a possible conflict of interest. If any such situation arises, the Ombuds shall immediately declare it and refrain from intervening in any way with regard to the situation or file.

FAIRNESS

The Ombuds' conduct is rooted in the principles of fairness and natural justice and he/she shall act accordingly. The Ombuds considers fairness to be a factor of process, interpersonal relations and outcome. He/she pursues resolution of conflict using the approach that is appropriate to the circumstances, taking into account the relevant law and regulations, the general principles of good administration and good practice, professional standards and any relevant Code of conduct that may apply.

CONFIDENTIALITY

The Ombuds shall hold in confidence all private communications, documents and other information received in the course of his/her interventions subject, however, to the needs of the investigation/intervention and the requirements of the law. The extent and limits of his/her confidentiality duty shall be clearly explained.

The Ombuds shall take all reasonable steps to safeguard such confidentiality. He/She shall vigorously resist attempts to compel disclosure of such information, in any judicial or administrative hearing or inquiry.

CREDIBILITY

The Ombuds shall act in good faith. His/Her behaviour and mode of operation shall be such as to strengthen the integrity and effectiveness of the Ombuds' process. The Ombuds shall act so as to be recognized and respected by other members of the Ombuds community including the Forum of Canadian Ombudsman and by the constituents who are served. The Ombuds reports on its activities and on how the resolution of disputes is undertaken in whatever forum is appropriate given the circumstances, so as to promote transparency and accountability.

APPENDIX B: International Ombudsman Association Standards of Practice



PREAMBLE

The IOA Standards of Practice are based upon and derived from the ethical principles stated in the IOA Code of Ethics.

Each Ombudsman office should have an organizational Charter or Terms of Reference, approved by senior management, articulating the principles of the Ombudsman function in that organization and their consistency with the IOA Standards of Practice.

STANDARDS OF PRACTICE:

INDEPENDENCE

1.1 The Ombudsman Office and the Ombudsman are independent from other organizational entities.

1.2 The Ombudsman holds no other position within the organization which might compromise independence.

1.3 The Ombudsman exercises sole discretion over whether or how to act regarding an individual's concern, a trend or concerns of multiple individuals over time. The Ombudsman may also initiate action on a concern identified through the Ombudsman's direct observation.

1.4 The Ombudsman has access to all information and all individuals in the organization, as permitted by law.

1.5 The Ombudsman has authority to select Ombudsman Office staff and manage Ombudsman Office budget and operations.

NEUTRALITY AND IMPARTIALITY

2.1 The Ombudsman is neutral, impartial, and unaligned.

2.2 The Ombudsman strives for impartiality, fairness and objectivity in the treatment of people and the consideration of issues. The Ombudsman advocates for fair and equitably administered processes and does not advocate on behalf of any individual within the organization.

2.3 The Ombudsman is a designated neutral reporting to the highest possible level of the organization and operating independent of ordinary line and staff structures. The Ombudsman should not report to nor be structurally affiliated with any compliance function of the organization.

2.4 The Ombudsman serves in no additional role within the organization which would compromise the Ombudsman's neutrality. The Ombudsman should not be aligned with any formal or informal associations within the organization in a way that might create actual or perceived conflicts of interest for the Ombudsman. The Ombudsman should have no personal interest or stake in, and incur no gain or loss from, the outcome of an issue.

2.5 The Ombudsman has a responsibility to consider the legitimate concerns and interests of all individuals affected by the matter under consideration.

2.6 The Ombudsman helps develop a range of responsible options to resolve problems and facilitate discussion to identify the best options.

CONFIDENTIALITY

3.1 The Ombudsman holds all communications with those seeking assistance in strict confidence and takes all reasonable steps to safeguard confidentiality, including the following: The Ombudsman does not reveal, and must not be required to reveal, the identity of any individual contacting the Ombudsman Office, nor does the Ombudsman reveal information provided in confidence that could lead to the identification of any individual contacting the Ombudsman Office, without that individual's express permission, given in the course of informal discussions with the Ombudsman; the Ombudsman takes specific action related to an individual's issue only with the individual's express permission and only to the extent permitted, and even then at the sole discretion of the Ombudsman, unless such action can be taken in a way that safeguards the identity of the individual contacting the Ombudsman Office. The only exception to this privilege of confidentiality is where there appears to be imminent risk of serious harm, and where there is no other reasonable option. Whether this risk exists is a determination to be made by the Ombudsman.

3.2 Communications between the Ombudsman and others (made while the Ombudsman is serving in that capacity) are considered privileged. The privilege belongs to the Ombudsman

and the Ombudsman Office, rather than to any party to an issue. Others cannot waive this privilege.

3.3 The Ombudsman does not testify in any formal process inside the organization and resists testifying in any formal process outside of the organization regarding a visitor's contact with the Ombudsman or confidential information communicated to the Ombudsman, even if given permission or requested to do so. The Ombudsman may, however, provide general, non-confidential information about the Ombudsman Office or the Ombudsman profession.

3.4 If the Ombudsman pursues an issue systemically (e.g., provides feedback on trends, issues, policies and practices) the Ombudsman does so in a way that safeguards the identity of individuals.

3.5 The Ombudsman keeps no records containing identifying information on behalf of the organization.

3.6 The Ombudsman maintains information (e.g., notes, phone messages, appointment calendars) in a secure location and manner, protected from inspection by others (including management), and has a consistent and standard practice for the destruction of such information.

3.7 The Ombudsman prepares any data and/or reports in a manner that protects confidentiality.

3.8 Communications made to the ombudsman are not notice to the organization. The ombudsman neither acts as agent for, nor accepts notice on behalf of, the organization and shall not serve in a position or role that is designated by the organization as a place to receive notice on behalf of the organization. However, the ombudsman may refer individuals to the appropriate place where formal notice can be made.

INFORMALITY AND OTHER STANDARDS

4.1 The Ombudsman functions on an informal basis by such means as: listening, providing and receiving information, identifying and reframing issues, developing a range of responsible options, and – with permission and at Ombudsman discretion – engaging in informal third-party intervention. When possible, the Ombudsman helps people develop new ways to solve problems themselves.

4.2 The Ombudsman as an informal and off-the-record resource pursues resolution of concerns and looks into procedural irregularities and/or broader systemic problems when appropriate.

4.3 The Ombudsman does not make binding decisions, mandate policies, or formally adjudicate issues for the organization.

4.4 The Ombudsman supplements, but does not replace, any formal channels. Use of the Ombudsman Office is voluntary, and is not a required step in any grievance process or organizational policy.

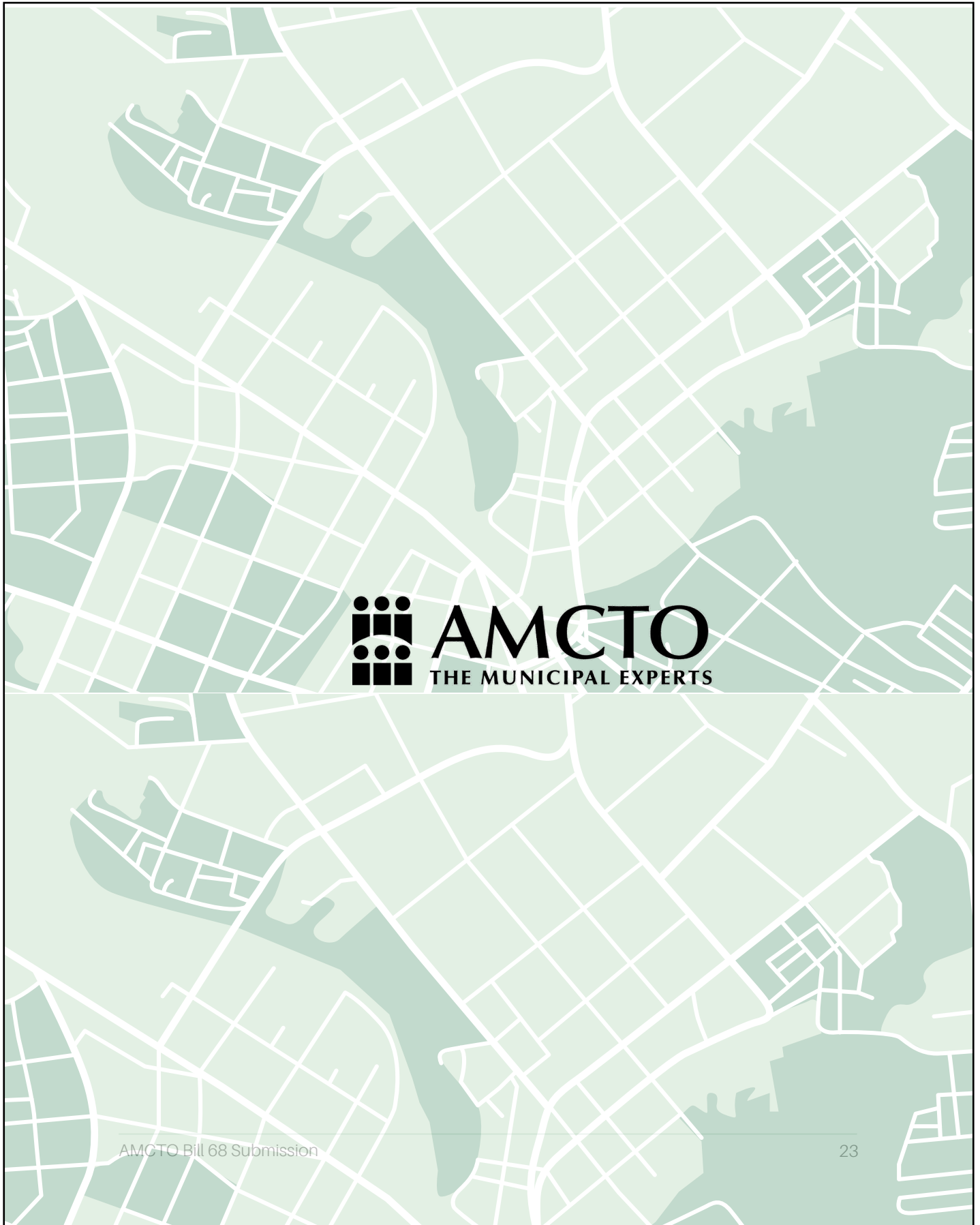
4.5 The Ombudsman does not participate in any formal investigative or adjudicative procedures. Formal investigations should be conducted by others. When a formal investigation is requested, the Ombudsman refers individuals to the appropriate offices or individual.

4.6 The Ombudsman identifies trends, issues and concerns about policies and procedures, including potential future issues and concerns, without breaching confidentiality or anonymity, and provides recommendations for responsibly addressing them.

4.7 The Ombudsman acts in accordance with the IOA Code of Ethics and Standards of Practice, keeps professionally current by pursuing continuing education, and provides opportunities for staff to pursue professional training.

4.8 The Ombudsman endeavors to be worthy of the trust placed in the Ombudsman Office.
www.ombudsassociation.org

Rev. 10/09



AMCTO Bill 68 Submission

23



Report 2017-056

Council Recommend Report

To: Warden and Council of the County of Frontenac
From: Kelly Pender, Chief Administrative Officer
Prepared by: Lisa Hirvi, Administrator, Fairmount Home
Date of meeting: April 18, 2017

Re: Fairmount Home – Long-Term Care Home Service Accountability Agreement (L-SAA) - Schedule E - Form of Compliance Declaration

Recommendation

Resolved That Council of the County of Frontenac receive the Fairmount Home Long-Term Care Home Service Accountability Agreement – Schedule E – Form of Compliance Declaration for recommendation;

And Further That the Council of the County of Frontenac direct the Clerk to sign the Long-Term Care Home Service Accountability Agreement Schedule E – Form of Compliance Declaration and return to the Local Health Integration Network as required under the *Local Health System Integration Act*.

Background

The Long-Term Care Home Service Accountability Agreement (L-SAA) is the service accountability agreement between a long-term care home licensee and the Local Health Integration Network (LHIN) and is required by the *Local Health Systems Integration Act* (LHSIA). It assists the LHIN in fulfilling its obligations to the Ministry of Health and Long-Term Care (MOHLTC), the Province and the taxpayers in respect of funding as well as its obligations under LHSIA to plan, fund and integrate the local health system. The current L-SAA covers a three-year period ending March 31, 2019 and includes reporting requirements.

Comment

The L-SAA reporting requirements include annual completion of Schedule E – Form of Compliance Declaration that is attached. After consultation with the appropriate officers and management, the Administrator believes that Fairmount Home has fulfilled its obligations during the reporting period from January 1, 2016 to December 31, 2016.

Sustainability Implications

Not applicable

Financial Implications

If the L-SAA Schedule E – Form of Compliance Declaration is not signed, the LHIN will discontinue the flow of funds to Fairmount Home.

Organizations, Departments and Individuals Consulted and/or Affected

Consulted

- Fairmount Home, Management
- Corporate Services, Finance

Affected

- Fairmount Home
- Local Health Integration Network
- Ministry of Health and Long-Term Care

Schedule E – Form of Compliance Declaration

Declaration of Compliance

Issued pursuant to the Long Term Care Service Accountability Agreement

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

From: **The Board of Directors** (the "Board") of the **Corporation of the County of
Frontenac** (the "HSP")

For: **Fairmount Home** (the "Home")

Date: April 18, 2017

Re: January 1, 2016 – December 31, 2016 (the "Applicable Period")

The Board has authorized me, by resolution dated **April 18, 2017**, to declare to you as follows:

After making inquiries of the **Administrator, Lisa Hirvi**, and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Board's knowledge and belief, the HSP has fulfilled, its obligations under the long-term care service accountability agreement (the "Agreement") in effect during the Applicable Period.

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

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

Unless otherwise defined in this declaration, capitalized terms have the same meaning as set out in the Agreement between the LHIN and the HSP effective April 1, 2016.

Jannette Amini,
Manager of Legislative Services/Clerk

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

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

Not applicable.



Report 2017-057

Recommend Report to Council

To: Warden and Members of County Council
From: Kelly Pender, Chief Administrative Officer
Prepared by: Jannette Amini, Manager of Legislative Services/Clerk
Date of meeting: April 18, 2017

Re: Corporate Services – Proposed Amendments to By-law 2013-0020 regarding the ability of the Warden to be elected Chair of a Committee of Council

Recommendation

Be It Resolved That the Council of the County of Frontenac receive the Corporate Services – Proposed Amendments to By-law 2013-0020 regarding the ability of the Warden to be elected Chair of a Committee of Council report;

And Further That the Council of the County of Frontenac adopt Option_____ noted in the report, that being:_____

And Further That By-law 2013-0020 be amended accordingly.

Background

County of Frontenac Procedural By-law No. 2013-0020 was adopted by the Council of the Corporation of the County of Frontenac on May 15, 2013. Section 26 of the By-law outlines the requirements with respect to Committees of Council, and specifically, section 26.7 c) states that the Warden shall not be eligible to be the Chair or Vice-Chair of a committee.

Prior to the passing of By-law 2013-0020, in 2007 Council passed procedural by-law 2007-0037; however there was no reference in this version of the procedural by-law to indicated that the Warden would not be eligible to be elected a Chair or Vice Chair of a Committee. Subsequently in 2010, County Council rescinded By-law 2007-0037 as a result of the passing of By-law 2010-0028. This new procedural by-law is the first procedural by-law to make reference to the Warden not being eligible to be elected Chair or Vice-Chair of a Standing Committee.

On April 17, 2013, County Council, through Report 2013-066, Administrative Services – Review of the Procedure By-law, Council carried out a comprehensive review of its Procedural By-law. It was noted at that time that Section 25.6 c) The Warden shall not be eligible to be the Chair or Vice-Chair of a standing committee, was redundant as the County of Frontenac did not use the Standing Committee system and that this section should either be deleted or amended to replace the word “standing” with “Advisory”. The Council of the day chose to amend the section to “Advisory”.

Comment

Current staff are not familiar with the history of why the Warden not being eligible to be elected a Chair or Vice Chair of a Committee was added into the Procedural By-law although an assumption on staff's part, this could be due to the fact that the Warden has the potential, being ex-officio, to sit on all committees without actually being appointed.

In recent years, County Council has establish a number of Committees, such as the Seniors Housing Task Force and the Planning Advisory Committee with the composition being the Mayors of each member municipality. With respect to the Seniors Housing Task Force, it was originally proposed that in order to provide some consistency between all Townships, that the Mayor of each Township be Chair, and that the Council member who sits on the Housing and Homelessness Advisory Committee be the Vice-Chair to which the Committee agreed although this was never formalized by Council.

The establishment of such committees where the composition is specific to the Mayors can and has created some issues with respect to prohibiting the Warden to be elected as Chair or Vice-Chair, especially given that committee appointments are for the term of Council and the appointment of the Warden has the potential to change on an annual basis. The purpose of this report is to allow debate on the matter as well as provide Council with options for moving forward as follows:

Option 1

Amend Section 26.7 by deleting

- c) The Warden shall not be eligible to be the Chair or Vice-Chair of a committee and replacing with
- c) The Warden, when appointed to a committee, shall be eligible to be the Chair or Vice-Chair of that committee. The Warden, as Ex-Officio, is not eligible to be the Chair or Vice-Chair of that committee

This amendment would take into account when the Warden sitting on a Committee is incidental to he/she being appointed to a committee as a member of Council. This would permit the current Warden to remain as the Chair of the Seniors Housing Task Force – South Frontenac and should he be elected Warden for 2018, would allow Councillor Higgins to remain Chair of the Planning Advisory Committee during December 2017 as well as be eligible to be re-elected Chair for 2018. It would also allow Councillor Higgins to be elected Chair of the Seniors Housing Task Force – North Frontenac which is anticipated to start up in late 2017 and continue on during 2018.

Recommend Report to Council
Corporate Services – Proposed Amendments to By-law 2013-0020 regarding the ability of the Warden to be elected
Chair of a Committee of Council
April 18, 2017

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Option 2

Amend Section 26.7 by adding an explanatory note after e) to read

Section 26.7 c) does not apply when the composition of the Committee with respect to Council appointments is the Mayors of each Township or

This type of amendment would permit the continuation of the appointments of Chair as noted in Option 1 for the Seniors Housing Task Force and the Planning Advisory Committee; however would not permit the Warden to be elected Chair or Vice-Chair for such Committees as the Community Development Advisory Committee to which Councillor Higgins is appointed, should he be elected Warden in 2018.

Option 3

Make no changes to the Procedural By-law. This would mean that Warden Vandewal would need to step down as Chair of the Seniors Housing Task Force – South Frontenac and the 2018 Warden presumptive Higgins would need to step down as Chair of the Planning Advisory Committee in December 2017 and would not be eligible to be elected Chair of the Seniors Housing Task Force – North Frontenac.

Sustainability Implications

Good governance is critical to the sustainability of a community and provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees aids good decision-making.

Financial Implications

There are no financial implications directly associated with the adoption of a revised procedure by-law.

Organizations, Departments and Individuals Consulted and/or Affected

Marian VanBruinessen, Director of Corporate Services/Treasurer



Report 2017-055

RECOMMEND REPORT TO COUNCIL

To: Warden and Council of the County of Frontenac

From: Kelly J. Pender, Chief Administrative Officer

Prepared By: Paul J. Charbonneau, Chief Paramedic/Director
Emergency & Transportation Services

Date of Meeting: April 18, 2017

Re: **Emergency and Transportation Services – 2016 Emergency Health Services Branch (EHSB) Land Ambulance Service Review**

Recommendation

This report is for information only.

Background

The *Ambulance Act* (the Act) stipulates that no person shall operate an ambulance service unless the person holds a certificate issued by the certifying authority. The Act further stipulates that a person shall be issued a certificate by the certifying authority only if the person has successfully completed the certification process; the ministry conducts an Ambulance Service Review prior to the expiration of an existing certificate to confirm that the provider meets legislated certification standards.

Legislated standards include:

- Advanced Life Support Patient Care Standards
- Ambulance Service Communicable Disease Standards
- Basic Life Support Patient Care Standards
- Land Ambulance Service Certification Standards
- Ontario Ambulance Service Documentation Standards
- Ontario Provincial Land Ambulance & Emergency Response Vehicle Standards
- Ambulance Service Patient Care & Transportation Standards
- Provincial Equipment Standards for Ontario Ambulance Services

In Ontario, the Patient Care Standards legislated under the *Ambulance Act* are designed to ensure that the highest levels of safety are in place for every patient being treated/transported by paramedics and are issued by the Ministry of Health and Long-Term Care with input from:

- Ontario physicians specializing in Emergency Medicine
- Ontario Association of Paramedic Chiefs
- Ontario Base Hospital Advisory Group
- Provincial Medical Advisory Committee

The Ambulance Service Review focuses upon three main areas which are represented in this report:

- Patient Care
- Quality Assurance
- Administration

Subsections within each area provide the legislative requirements, inspection methodologies, followed by the Review Team observations.

Comment

Recommendations contained within the report are divided into two (2) categories:

- Legislated mandatory
- Quality assurance, best practise

A follow-up visit, by an MOHLTC inspector was conducted on February 15th, 2017. The purpose of the follow-up visit was to assess the quality of the Ambulance Service's progress towards accommodating the recommendations of the draft report.

The letter covering the final report of the Service Review Team, dated March 10th, 2017 states:

"Frontenac Paramedic Services is to be commended for its efforts in the following areas:

- Preparation for the certification inspection
- Level of Service
- Quality assurance initiatives
- Training
- Vehicle equipment and supplies

The Review found that Frontenac Paramedic Services meets the certification criteria and the legislated requirements. Accordingly, Frontenac Paramedic Services will be issued a renewed Certificate to operate an ambulance service."

As the Chief, I wish to recognize and commend the paramedics of FPS for their engaged participation in the review, their patience and managing exceptionally well with

the added stress of responding to calls with MOHLTC Service Review Team observers on board.

Additionally, the management team, led by Deputy Chief Gale Chevalier, did an astounding job in preparing for the review. I am confident that a representative of the Ministry could “knock on the door” at any time, and we would meet the requirement.

Sustainability Implications

Good governance requires a high level of compliance with legislated requirements of various outside agencies including the issuance by the Ministry of Health and Long-Term Care, Emergency Health Services Branch Certificate to operate an ambulance service.

Financial Implications

None

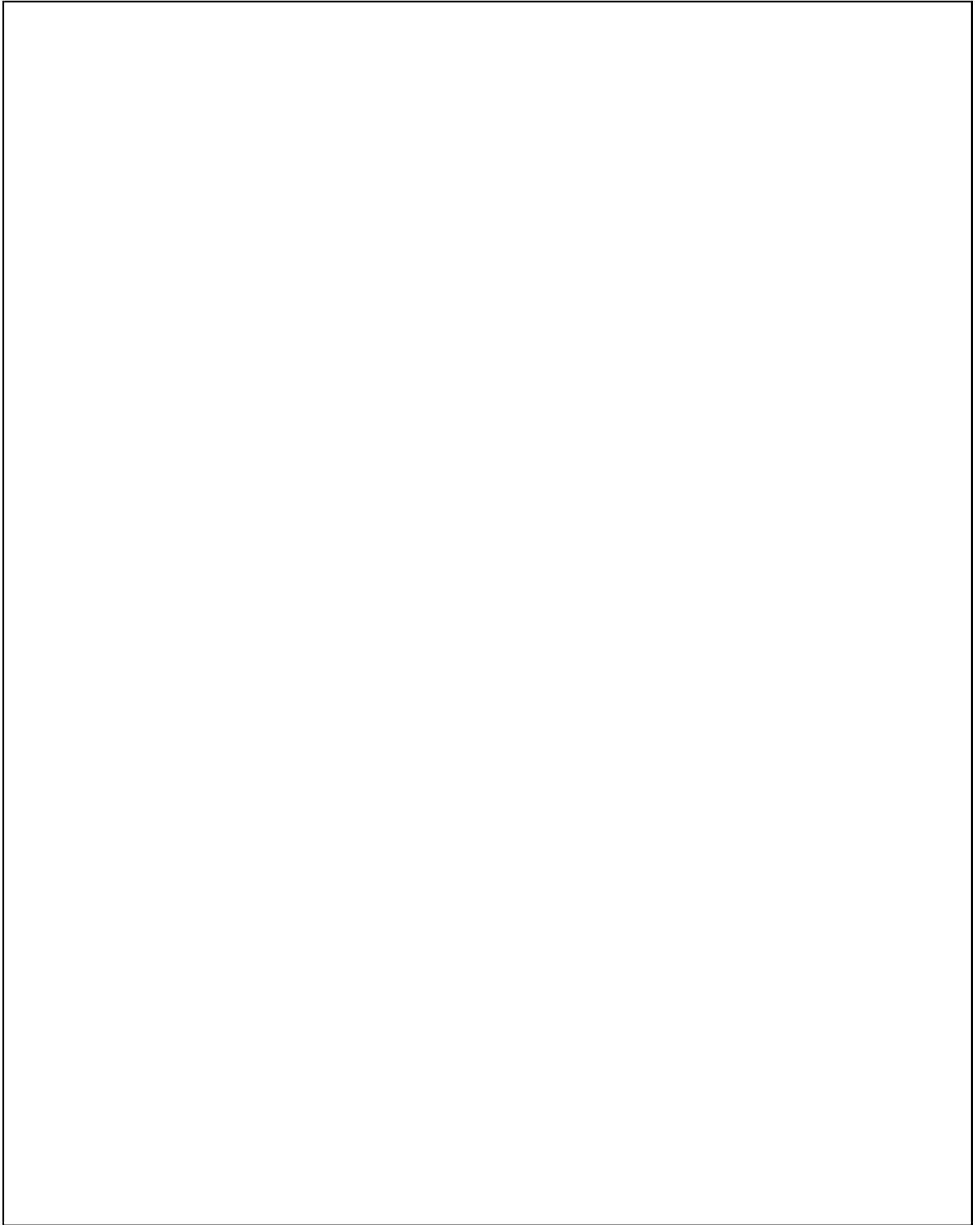
Ministry of Health and Long-Term Care

Ambulance Service Review Final Report

Frontenac Paramedic Services

February 15, 2017





**Ministry of Health and
Long-Term Care**

Emergency Health
Services Branch
590 Rossland Rd. E.
Whitby ON L1N 9G5
Tel.: 905-665-8086
Fax: 905-665-4044

**Ministère de la Santé et des
Soins de longue durée**

Direction des services de
santé d'urgence
590 rue Rossland E.
Whitby ON L1N 9G5
Tél.: 905-665-8086
Téléc.: 905-665-4044



March 10, 2017

Mr. Paul Charbonneau
Chief of Paramedic Services
County of Frontenac
2069 Battersea Road
Glenburnie, ON K0H1S0

Dear Mr. Charbonneau:

Congratulations on successfully meeting the legislated requirements for certification as a land ambulance operator in the Province of Ontario. The Ambulance Service Review Follow Up conducted on February 15, 2017 found that Frontenac Paramedic Services continues ongoing improvement towards ensuring delivery of high quality ambulance service.

Frontenac Paramedic Services is to be commended for its efforts in the following areas:

- Preparation for the certification inspection
- Level of Service
- Quality assurance initiatives
- Training
- Vehicle equipment and supplies

The Review found that Frontenac Paramedic Services meets the certification criteria and the legislated requirements. Accordingly, Frontenac Paramedic Services will be issued a renewed Certificate to operate an ambulance service.

Once again, congratulations to you and your team.

Sincerely,

A handwritten signature in blue ink, appearing to read "M Bay".

Michael Bay
Manager
Inspections and Certifications

cc: Mr. Kelly Pender, CAO, Frontenac County
Mr. Tanzeel Merchant, Director, EHSB
Ms. Mary Vahaviolos, Senior Manager, EHSB
Mr. Michael LeGros, Senior Manager, EHSB
Mr. Jason Collins, Senior Field Manager, EHSB

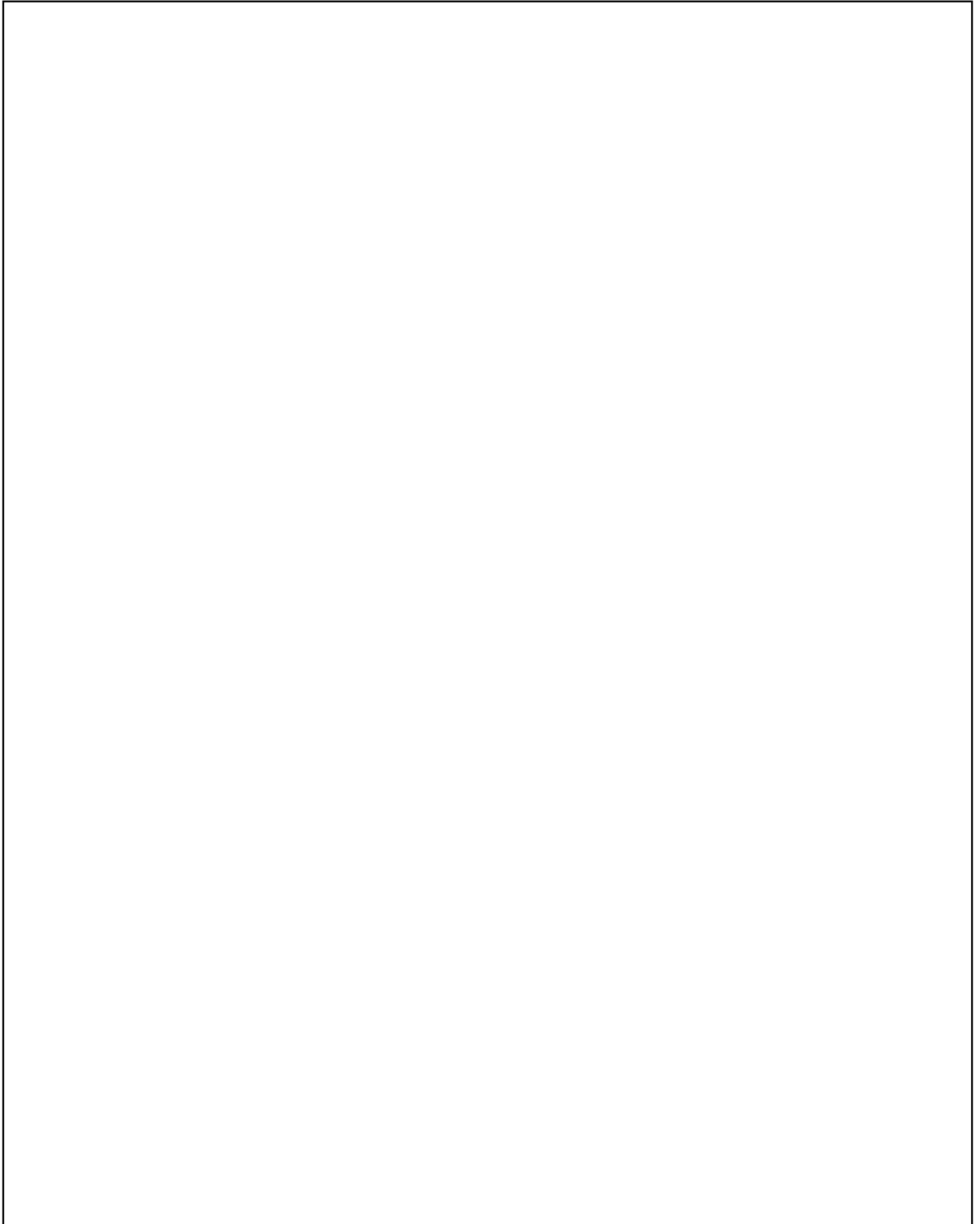


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Introduction

The *Ambulance Act* (the Act) stipulates that no person shall operate an ambulance service unless the person holds a certificate issued by the certifying authority. The Act further stipulates that a person shall be issued a certificate by the certifying authority only if the person has successfully completed the certification process; the ministry conducts an Ambulance Service Review prior to the expiration of an existing certificate to confirm that the provider meets legislated certification standards.

Legislated standards include:

- Advanced Life Support Patient Care Standards
- Ambulance Service Communicable Disease Standards
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- Land Ambulance Service Certification Standards
- Ontario Ambulance Service Documentation Standards
- Ontario Provincial Land Ambulance & Emergency Response Vehicle Standards
- Ambulance Service Patient Care & Transportation Standards
- Provincial Equipment Standards for Ontario Ambulance Services

In Ontario, the Patient Care Standards legislated under the *Ambulance Act* are designed to ensure that the highest levels of safety are in place for every patient being treated/transported by paramedics and are issued by the Ministry of Health and Long-Term Care with input from:

- Ontario physicians specializing in Emergency Medicine
- Ontario Association of Paramedic Chiefs
- Ontario Base Hospital Advisory Group
- Provincial Medical Advisory Committee

The Ambulance Service Review focuses upon three main areas which are represented in this report:

- Patient Care
- Quality Assurance
- Administration

Subsections within each area provide the legislative requirements, inspection methodologies, followed by the Review Team observations.

Ambulance Service Review Overview

Certification Process: Ambulance Service Providers undergo an Ambulance Service Review every three years - the certification of a service is not extendable under the Act.

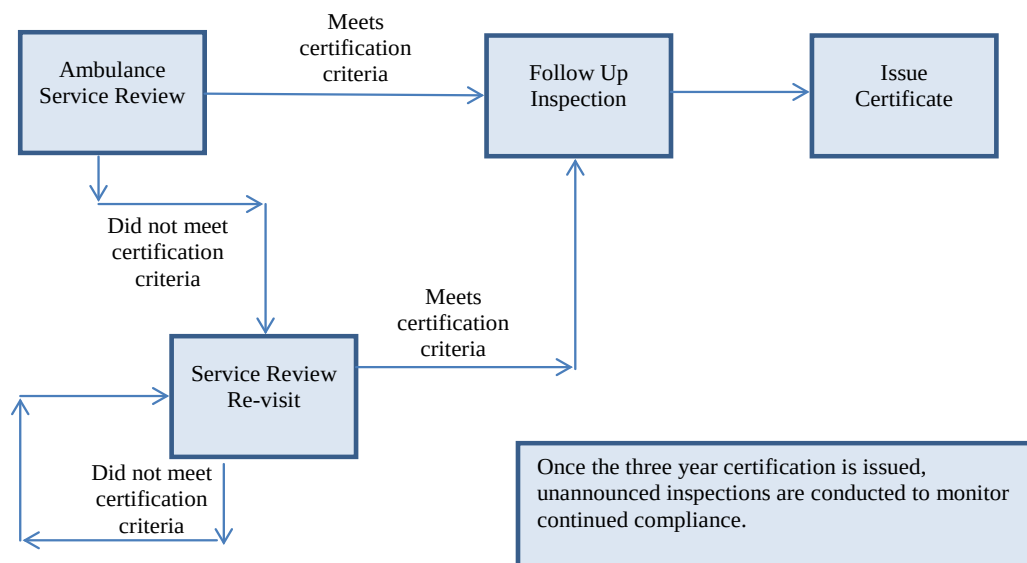
Service Providers due for review will be given advance notice, typically 90 days, before the on-site review occurs. This notification includes the Team Checklist Self-Assessment and Resource Tool which is provided to assist a service in preparing for the on-site review.

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A Service Provider will also be sent a letter to confirm the date and time of the review, typically, 30 days prior to the on-site visit. Services requiring a re-visit will be given advance notice prior to the date of a team re-visit, typically 30 days.

When a service meets certification standards, it is issued a three-year certificate to operate an ambulance service. When an ambulance service operator does not initially meet certification standards, the ministry conducts a Service Review Re-visit to re-evaluate the service's success in meeting certification standards.

The diagram below graphically represents the certification process.



With every Service Review, an exit meeting is conducted with the Service Provider. Continued consultation/assistance and a draft report are provided to assist the Service Provider.

To meet certification standards, a Service Provider must meet two thresholds:

1. 90%+ for Patient Care (which represents 70% of the overall inspection)
- AND
2. 90%+ overall score (Patient Care 70%, Quality Assurance 20%, Administration 10%)

Review Team: Each Review Team will be comprised of persons experienced in management, operational and patient care delivery aspects of providing ambulance service. Team members are selected for their experience and are trained by Emergency Health Services Branch as quality surveyors. Composition of each Review Team is specific to the size and type of service being reviewed.

Currently the Review Team is comprised of service representation from approximately 70 percent of Ontario Paramedic Services. The on-site team will include one Ministry Team Leader, Service Chiefs, Deputy Chiefs, Superintendents, Commanders, Deputy Commanders, Primary, Advanced and Critical Care Paramedics, all whom are considered seasoned subject experts in their field. Working together to ensure excellence in ambulance services to all Ontarians.

Upon completion of the on-site review, a report is provided to the Service Provider in draft. The Service Provider is provided opportunity to respond to the draft report. The response process is an opportunity for the Service Provider to identify potential inaccuracies and provide response in addressing any noted observations. Once the Service Provider's response has been received, the ministry will coordinate with the Service Provider a suitable time for a follow up visit. A follow up visit is conducted to ensure the noted observations have been addressed by the Service Provider.

A final report, culminating the initial Review Team observations, response from the Service Provider (to the draft report) and any follow up observations, is then provided to the Service Provider. Upon successful completion of the Review process, a renewed Certificate is issued for a further three years.

Inspection Types: In addition to the Ambulance Service Review inspection, three other types of inspections are conducted:

Service Review Re-visit

Inspection conducted when a service has been found not to meet certification standards during an Ambulance Service Review.

Follow Up Inspection

Inspection conducted after a service has been found to meet certification standards, to confirm actions planned by a service to address observations of the Ambulance Service Review process, have been completed.

Unannounced Inspection

Inspection undertaken without prior notice, conducted throughout the three year certificate period.

Inspection Methodologies: The Ambulance Service Review Team will utilize a number of activities and processes to evaluate the success of a Service Provider in meeting the requirements of the legislation and standards. The team may utilize some or all of the following methods:

- Interviews: Interviews with the Service Provider and other service staff will be conducted. Also, interviews may be held with receiving hospital emergency unit staff, Base Hospital staff, Ambulance Dispatch staff and staff of the municipality or delivery agent where appropriate.
- Documentation Review: Files pertinent to the delivery of ambulance service will be reviewed including: staff qualifications, policies & procedures, Incident Reports, Ambulance Call Reports, vehicle and equipment maintenance records, staff training records and other relevant standards related documents.

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- Ride-outs: In order to provide the broadest possible assessment of the patient care provided by a service, team members will conduct ride-outs with paramedics on every priority call and Canadian Triage Acuity Scale category call opportunity that presents. Observations will be recorded and combined with the documented patient care information provided by the crews as well as any feedback from the receiving hospitals. This information is utilized to evaluate that the provision of patient care is consistent with the patient care standards.
- Observation and Examination: To accurately determine compliance with the legislation and standards the Review Team will conduct various examinations of service vehicles, equipment, supplies and documents. For example, the team will ensure ambulances and ERVs are constructed and equipped in accordance with the standards.
- Exit Interview: Upon completion of the Ambulance Service Review site visit, the Team Leader and designated team members will meet with the Service Provider to provide a brief verbal overview of the observations from the Review site visit. This meeting will provide an opportunity for the Service Provider to be informed of any areas that require prompt attention. The meeting will also serve to provide the Service Provider an early indication of their success in meeting the requirements of the Ambulance Service Review.
- Reports: Following the Ambulance Service Review site visit, the Review Team Leader will prepare and submit a written summary to the ministry. The on-site observations will determine if a Service Provider has met the requirements of the legislation and standards. The written report in draft will then be forwarded to the Service Provider for comment and for the preparation of an action plan to address any observations noted within the report. The draft report forwarded to the Service Provider will indicate that their service has:

Satisfied the Requirements

- o The Service has met the requirements of the Review.
- o A report in draft has been provided indicating the Service Provider has been successful in meeting the requirements to be certified as a land ambulance operator in the Province of Ontario.
- o Response to Draft Report from Service Provider.
- o Follow up inspection completed.
- o Final report transmitted.
- o A renewed 3 year certificate is provided.

Not Satisfied the Requirements

- o The Service has not met the requirements of the Review.
- o To assist the Service Provider, the Review Draft Report will include observations on how the service can meet the Review requirements.
- o Continued collaboration and consultation are available to assist a Service Provider.
- o Review Team resources are available to assist a Service Provider if required or requested in preparing for the re-visit.

Summation

Frontenac Paramedic Services operates from seven stations, excluding headquarters and provides primary and advanced paramedic patient care. The Service responded to approximately 24,135 calls in 2015. At the time of the Ambulance Service Review, the Service had eleven front line ambulances, four mechanical spares, four emergency response vehicles and one emergency support unit.

The Service provides ambulance service to the residents of Kingston, Glenburnie, Parham, Wolfe Island, Sydenham and Clarendon as well as the surrounding areas. Headquarters is located at 2069 Battersea Road, Glenburnie. Frontenac Paramedic Services is dispatched by the Kingston CACC and has a Base Hospital relationship with the Regional Paramedic Program for Eastern Ontario.

This Service has been in operation since January 1, 2004. The certificate for Frontenac Paramedic Services expires on September 25, 2016. As required to renew their certificate, Frontenac Paramedic Services participated in an Ambulance Service Review by the Ambulance Service Review Team on June 7 – 8, 2016. The Ambulance Service Review conducted June 7 – 8, 2016 found that Frontenac Paramedic Services has **met** the requirements of the *Land Ambulance Service Certification Standards*.

The Review Team for Frontenac Paramedic Services was comprised of:

Ministry Reps.:

- o One Team Leader, and
- o One Fleet Services Officer.

Management Reps. from:

- o The County of Dufferin,
- o The County of Grey, and
- o The District of Algoma.

Paramedic Reps. from:

- o The County of Hastings,
- o The City of Cornwall,
- o The City of Ottawa,
- o The District of Muskoka, and
- o The District of Nipissing.

The Service is to be commended for making staff available during the course of the Review and the Review Team would like to thank Frontenac Paramedic Services staff for their assistance throughout the Review.

In view of accommodating the requirements for the administration of an ambulance service, it was recommended that a renewed certificate be issued to Frontenac Paramedic Services for a further three years.

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Patient Care

Subsections:

- o ACR Review – ALS/BLS Patient Care Standards,
- o Paramedic Ride-outs,
- o Training,
- o ID Cards,
- o Communicable Disease Management,
- o Vehicle – Equipment Restraints,
- o Communication Direction,
- o Patient Care Equipment and Supplies,
- o Medications,
- o Oxygen, Suction, Stretcher and Defibrillator Maintenance,
- o Vehicles – Staffing,
- o Vehicles – Maintenance/Inspection, and
- o Collision reporting.

ACR Review – ALS/BLS Standards

Legislated Requirement: ACR documentation of patient care delivered by paramedics is one avenue used to confirm that ALS/BLS Patient Care Standards are properly performed and that the appropriate CTAS level was assigned according to patient condition. Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* (a) states, as a condition of employment, each employee and volunteer in the applicant/operator's service, who is required to provide patient care, will provide such patient care in accordance with the standards set out in the Basic Life Support Patient Care Standards and where applicable, the Advanced Life Support Patient Care Standards published by the ministry as those documents may be amended from time to time.

Inspection Methodologies: The Review Team obtained and reviewed reports and records, such as Ambulance Call Reports (ACRs), Incident Reports (IRs), conducted seven ride-outs at five stations on every priority call and Canadian Triage Acuity Scale level call opportunity presented and conducted interviews with Frontenac Paramedic Services personnel.

Observations: 94.6% of the ACRs reviewed demonstrated patient care was provided in accordance with the ALS/BLS Patient Care Standards.

Of the two hundred and ninety-eight Ambulance Call Reports reviewed by the Review Team, the following sixteen or 5.4%, demonstrate that documentation to confirm adherence to the ALS/BLS Patient Care Standards was not always completed (based upon documentation only). The Service Provider is commended for this review observation. **(Observation: 1)**

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Call Number	Patient Issue	Audit Findings
942001352011	84 y/o female patient fall from height. Trauma to arm, shoulder and pelvis/hip.	Consider IV and pain medication.
942001353636	17 y/o being transported with psych issues.	Only completed 1 full set of vitals. Total time with patient = 15 minutes.
942001353730	29 y/o female patient involved in MVC with possible hip # and blunt trauma to chest.	Consider pain medication for #hip GCS = 15.
942001354662	3 day old male transferred back to home hospital.	No vitals documented.
942001354953	35 y/o female pt in active labour.	No blood pressure documented.
942001360359	Unconscious pt./seizure.	No cardiac monitor applied to unconscious pt. who had medication administered IO.
942001361324	22 y/o male pt with psych issues.	Only one complete set of vitals.
942001361780	82 y/o male with evidence of upper GI bleed.	Reported pt lost 500cc of fluid. Query why no attempt at an IV for fluid replacement. No O2 applied with possible internal bleed.
942001361993	44 y/o female pt with sudden onset of epigastric pain.	Consider O2 with high level of pain causing vomiting. Also consider 12 lead to rule out cardiac.
942001362376	49 y/o female drug overdose with altered LOC.	Consider O2.
942001362625	83 y/o female pt with possible UTI.	No O2 applied. Consider temp with elevated B/P and pulse over 90 to rule out possible sepsis. Also consider O2.
942001364577	57 y/o with 10/10 pain in hip after fall.	Consider pain medication for possible hip #.
942001376082	71 y/o with C.P. Nitro directive was discontinued with no documentation as to why.	Patient off loaded 20 minutes later with no additional Nitro administered to patient once arrived at hospital.
942001383404	Respiratory Distress / Respiratory rate of 8. Absent lung sounds on auscultation, GCS of 10, then became VSA en route to hospital.	Initially a high conc. NRB was applied, then BVM with assisted vents began 5 minutes later.
942001384475	80 y/o female with C.P. – 7/10 radiating to left arm and neck. Past Medical Hx of same – took 1 nitro spray prior to crew's arrival.	ASA given but no nitro given by crew.
942001389603	Seizure / Postictal.	Versed (midazolam) given to patient with no documented indication that cardiac monitor was applied.

The Review Team noted the Service Provider's ACR audit process is designed to monitor paramedic compliance with the ALS/BLS Patient Care Standards. The Service Provider audited each paramedic's ACRs to determine if patient care provided was appropriate and consistent with ALS/BLS standards.

The Service Provider's QA/CQI of ACRs includes:

- o Recommendations to staff for appropriateness and consistency with ALS/BLS standards.
- o Recommendations resulting from an ACR audit are addressed to mitigate reoccurrence.
- o The Service Provider works with Base Hospital to review and investigate calls.

- o Recommendations resulting from Service Provider/Base Hospital review are addressed to mitigate reoccurrence.

Paramedic Ride-Outs

Legislated Requirement: The diagnostic modalities employed by paramedics are spelled out in standards of practice or practice guidelines set out in the BLS Patient Care Standards, the ALS Patient Care Standards and Base Hospital Medical Directives.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* (a) states, as a condition of employment, each employee and volunteer in the applicant/operator's service, who is required to provide patient care, will provide such patient care in accordance with the standards set out in the Basic Life Support Patient Care Standards and where applicable, the Advanced Life Support Patient Care Standards published by the ministry.

Inspection Methodologies: The Review Team consisting of three Advanced Care Paramedics, conducted ride-outs for direct observation of the provision of patient care. Ride-outs were conducted with Frontenac Paramedic Services paramedics at five stations during the on-site review.

Observations: 100% of ride-out observations demonstrated patient care provided met the ALS/BLS Patient Care Standards. Patient care observed during ride-outs was described as professional, courteous, well managed and compassionate. During the review, paramedic reviewers completed seven ride-outs, as observers. Of the seven calls observed, all calls were patient carrying calls. Of the patient carried calls, all seven calls were priority 3.

A priority 4 call is a threat to life and or limb, priority 3 is an emergency call of serious illness or injury, and should be performed without delay, priority 2 is a routine call that must be completed at a specific time, priority 1 is a routine call that may be delayed without detriment to the patient. Non patient carry calls depict a patient was not transported.

Some examples of the ride-out observations are attached as **Appendix C** on page 47.

Training

Legislated Requirement: Training and Continued Medical Education ensure paramedic competencies and abilities in the provision of patient care. Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* (k) states, all reasonable measures are taken to ensure that each emergency medical attendant and paramedic employed in the applicant/operator's land ambulance service maintain competence in the use of the patient care, accessory and communications equipment required for the proper provision of service in accordance with the Basic Life Support and Advanced Life Support Patient Care Standards.

Inspection Methodologies: The Review Team reviewed reports and records relevant to staff training and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider ensured paramedics have access to:

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- o Current user guides,
- o Training bulletins,
- o Videos and mandatory learning materials,
- o A medium for the review of training materials,
- o Base Hospital training, and
- o Base Hospital Policies and Protocols.

The Service Provider has processes in place to ensure paramedic knowledge and skills are maintained, which includes:

- o New staff members undergo an evaluation of their patient care skills.
- o A remedial training program for staff who demonstrated deficiencies in the use of patient care equipment.
- o Training for new, updated and additional equipment.

The Service Provider's processes to ensure paramedic knowledge and skills are maintained, did not always include: **(Observation: 2)**

- o Annual aggregate evaluation of compliance with the Patient Care Standards.
- o Evaluation results communicated to staff.

Training records included the date, location, type, nature and duration of each CME activity.

All Paramedics employed by the Ambulance Service Operator are included in the QA/CQI Program. From the fifteen Paramedic files reviewed by the Review Team, the Service Provider captured 100%, demonstrating the component of patient care equipment knowledge and skills are demonstrated and tested.

Documentation demonstrated the Service Provider works with the Base Hospital to:

- o Ensure staff regularly demonstrates proficiency in patient care skills.
- o Provide remedial training to employees whose patient care skills are considered deficient.
- o Ensure identified staff attended and successfully completed remedial training.
- o Ensure staff regularly demonstrates proficiency in performing Controlled Acts.
- o Provide remedial training for employees whose certification has been suspended or revoked.
- o Ensure identified staff attended and successfully completed remedial training for Controlled Acts.
- o Ensure Base Hospital certification is on file.

ID Cards

Legislated Requirement: Ministry issued ID Cards are required to be carried by the paramedic while on duty during the provision of patient care.

Paramedic ID Cards with the Service Specific Number permit a means for the paramedic to log onto the ambulance dispatch environment; provides a recognizable identifier to the general public and law enforcement; and further provides a paramedic required ID for access to secure areas such as correctional facilities and airports.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* (g.1) states, each emergency medical attendant and paramedic employed by the applicant/operator in his or her ambulance service is assigned a unique identification number issued by the Director.

(g.2) The unique identification number referenced in clause (g.1) shall appear on a photo identification card that conforms to Schedule 1 of this standard, and the photo identification card shall be on the person of the emergency medical attendant or paramedic while on-duty.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation and observed twenty-six Frontenac Paramedic Services personnel for compliance respecting ID Cards.

Observations: 100% of Frontenac Paramedic Services paramedic staff observed during patient care ride-outs and at stations, were noted to carry the service specific identification card exhibiting the EHS unique identification number on their person while on duty.

Communicable Disease Management

Legislated Requirement: The Service Provider, management team and staff, have an obligation to ensure infection control and occupational health and safety measures are in place to prevent transmission of an infectious disease.

The *Ambulance Service Patient Care and Transportation Standards*, Patient Transport, section 2, subsection (b) states in part, each operator shall ensure that appropriate measure(s) are employed by staff to protect themselves and patients from transmission of communicable disease between employees and patients, and (c) each EMA, paramedic and ambulance student takes appropriate infection control and occupational health and safety measures to prevent transmission of all infectious agents to and from themselves and does not knowingly expose himself or herself or his or her patients to any communicable disease in the course of work, without taking the precautions set out in this standard.

Inspection Methodologies: The Review Team conducted ride-outs at five stations for direct observation of the provision of patient care. The Review Team also reviewed reports and records relevant to Service Communicable Disease Management and conducted interviews with Frontenac Paramedic Services personnel.

Observations: 100% of service Paramedics observed, washed their hands as soon after a call as was practical, in accordance with the *Ambulance Service Patient Care and Transportation Standards* (ASPCTS) and Service Policy.

Paramedics used an alcohol-based hand cleaner when unable to wash their hands after a call. Paramedics followed all other elements of ASPCTS and Communicable Disease Management. There was documentation indicating the Service Provider monitors and enforces Communicable Disease Management.

There was documentation demonstrating the Service Provider has identified a person who is designated to implement Section B, Communicable Disease Management of the ASPCTS, for the service.

Vehicle - Equipment Restraints

Legislated Requirement: Staff, passengers, patients and equipment must be secured within the vehicle while the vehicle is in motion to ensure that in an unforeseen circumstance, unsecured equipment, supplies and or persons do not become projectiles. The ASPCTS, Patient Transport subsection (c) states, each EMA and Paramedic shall ensure that each item of equipment transported in an ambulance or ERV is properly restrained in the ambulance or ERV, (g) each person transported in an ambulance or ERV is properly restrained in the ambulance or ERV.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care and the securing of equipment and supplies. A total of seven vehicles during rideouts were inspected for securing of equipment and supply compliance.

The Review Team also reviewed reports/records relevant to service vehicles and equipment, and conducted interviews with Frontenac Paramedic Services personnel.

Observations: Paramedics ensured each person transported in an ambulance or ERV were properly restrained. Patient care and accessory equipment and supplies were secured in the vehicles as per the ASPCTS. Passengers wore seat belts during the provision of ambulance service while the ambulances and ERVs are in motion.

During transport, patients were secured to the stretcher and the stretcher was secured in the vehicle.

Communication - CACC/ACS Direction

Legislated Requirement: To ensure continuity of operations and response by appropriate service resources, the Service Provider and staff must provide the Ambulance Dispatch Centre their deployment plan, care provider levels of training (Primary/Advanced Care), vehicle availability, resource-call contingencies, tier response agreement and follow the direction of the Ambulance Dispatch Centre at all times.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, no employee of the applicant/operator's land ambulance service shall refuse or disregard the direction of a Communications Officer in regard to any request for ambulance service. The Communication Service that normally directs the movement of the ambulances and ERVs will be kept informed at all times as to the availability and location of each employee, ambulance or emergency response vehicle.

The *Basic Life Support Patient Care Standards*, Patient Transport states in part, the Paramedic will make a decision regarding receiving facility and initiate transport of the patient as confirmed or directed by:

- an ambulance communication officer, or
- an attending physician, with dispatch confirmation, or
- a coroner, with dispatch confirmation, or
- a base hospital physician, or

- o midwife, with dispatch confirmation, or
- o approved local transfer guidelines, or
- o the patient, with dispatch approval.

In the absence of direction, transport to the closest or most appropriate hospital emergency unit capable of providing the medical care apparently required by the patient.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care and radio interaction with their Communication Service.

The Review Team also reviewed reports and records relevant to Service Policy, service equipment (radios), staffing, QA/CQI, and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider and staff accept ambulance calls as assigned by the CACC and followed the direction from the Ambulance Dispatch Centre, according to the Service Provider's Deployment Plan.

As part of the Service Provider's deployment strategies to ensure continuity of operations, the Service notified the Communication Service:

- o Of each ambulance or emergency response vehicle's availability and location.
- o Whenever an ambulance or ERV was removed from service.
- o Whenever an ambulance or ERV was returned to service.

There was documentation demonstrating there is clear direction to paramedic staff regarding transport of a patient when directed by the Communication Service, i.e. hospital availability. There was also documentation demonstrating clear direction to paramedic staff regarding transport of a patient when not directed to a destination by the Communication Service.

Paramedics ensured patients are transported to a facility as directed by the Communication Service or to the most appropriate facility when not directed by the Communication Service. Staff demonstrated proficiency using communication equipment.

Patient Care Equipment and Supplies

Legislated Requirements: The Patient Care Standards have been developed with the assistance and input of Ontario physicians specializing in Emergency Medicine, input from the Ontario Association of Paramedic Chiefs (OAPC), the Ontario Base Hospital Advisory Group and the Provincial Medical Advisory Committee. To ensure patient care meets the legislated standards, equipment and supplies utilized by paramedics must meet and be maintained to the standards.

The Provincial Equipment Standards for Ontario Ambulance Services specify the minimum quantities of each piece of equipment that are required to be carried on a land ambulance or emergency response vehicle.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, each vehicle used as an ambulance or ERV in the applicant/operator's service shall contain as a minimum the accessory and patient care equipment set out in the document titled "Provincial Equipment Standards for Ontario Ambulance Services," published by the ministry as may be amended from time to time.

Further, each land ambulance or ERV used in the applicant/operator's service and the patient care and accessory equipment contained therein shall be maintained in a safe operating condition, in a clean and sanitary condition, and in proper working order.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care, securing of equipment, vehicle stocking and cleanliness of supplies and equipment.

A total of ten vehicles at five base locations were inspected for equipment and supply compliance per the equipment and certification standards.

The Review Team also reviewed reports and records relevant to Service Policy, vehicles, equipment and supplies, and conducted interviews with Frontenac Paramedic Services personnel.

Observations: Ten ambulances were inspected and we noted the following:

Ambulances:

- o From the ten ambulances reviewed by the Review Team, the Service Provider captured 4,556 of 4,572 equipment and supply requirements from the *Provincial Equipment Standards for Ontario Ambulance Services*, or 99.7%. The Service Provider is commended for this review observation. **(Observation: 3)**

The Service Provider has a policy regarding cleaning and sanitization of equipment and the patient care compartment. There were cleaning supplies accessible to staff to clean the equipment and patient care compartment. The Service Provider monitored and enforced the cleaning and sanitization policy.

99.9% of the patient care and accessory equipment observed was clean and sanitary (*vehicle 4129 – intubation equipment unwrapped*). 100% of the patient care and accessory equipment observed was maintained in working order. It was also noted that staff cleaned the patient care and accessory equipment prior to re-use and cleaned the patient care compartment after an ambulance call. **(Observation: 4)**

The patient care equipment observed was stored in a manner that is consistent with manufacturer's direction and according to service policy. Further, 100% of the patient care equipment provided for use met the *Provincial Equipment Standards for Ontario Ambulance Services*. The Service Provider had a quantity of supplies and equipment on hand to maintain the level of ambulance service to meet continuity of service requirements.

The Service Provider identified patient care and accessory equipment in need of repair, removed it from service and responded to identified deficiencies/concerns. There was documentation demonstrating that patient care equipment repairs had been completed and the Service Provider maintains repair receipts for the life of each piece of equipment.

100% of the vehicles and equipment observed demonstrated that expired devices and patient care materials were identified and removed from use.

The Review Team noted while on site, vehicles were stocked as soon as possible after a call and were re-stocked with supplies, according to the equipment standard.

Examples of the minor equipment and/or supply observations are noted in the table attached as **Appendix D** on page 49.

Medications

Legislated Requirements: To ensure patient care provided by paramedics meets the legislated standards, the equipment, supplies and medications utilized must meet and be maintained to the standards.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, a valid agreement is in effect between the applicant/operator and the designated Base Hospital Program, for each area in which the applicant/operator proposes to provide land ambulance service, for the delegation of Controlled Acts by paramedics employed by the applicant/operator.

Further, each vehicle used as an ambulance or ERV in the applicant/operator's service shall contain as a minimum the accessory and patient care equipment set out in the document titled "Provincial Equipment Standards for Ontario Ambulance Services". Also, each land ambulance or ERV used in the applicant/operator's service and the patient care and accessory equipment contained therein shall be maintained in a safe operating condition, in a clean and sanitary condition, and in proper working order.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care/medication interventions, securing/storing of medications, vehicle stocking and cleanliness of supplies and equipment.

A total of ten vehicles at five base locations were inspected for equipment and supply compliance per the equipment and certification standards.

The Review Team also reviewed reports and records relevant to Service Policy, vehicles, equipment and supplies, and conducted interviews with Frontenac Paramedic Services personnel.

Observations: 100% of the medications observed were stored in a manner consistent with manufacturer's requirements however reviewers noted that medications were not always secured from unauthorized access (*03 base – garage door left open while crew is not in the garage*). 100% of the controlled medications observed were secured according to Service policy. Staff followed the policy respecting the disposal of expired medications. **(Observation: 5)**

100% of the bases and vehicles observed demonstrated the Service Provider ensured the safe disposal of biomedical sharps in an appropriate sharps container.

Oxygen, Suction, Stretcher & Defibrillator Maintenance

Legislated Requirements: To ensure patient care provided by paramedics meets the legislated standards, the equipment, supplies and medications utilized must meet and be maintained to the standards.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part,

- o Each vehicle used as an ambulance or ERV in the applicant/operator's service shall contain as a minimum the accessory and patient care equipment set out in the document titled "Provincial Equipment Standards for Ontario Ambulance Services", published by the ministry as may be amended from time to time.
- o Each land ambulance or ERV used in the applicant/operator's service and the patient care and accessory equipment contained therein shall be maintained in a safe operating condition, in a clean and sanitary condition, and in proper working order.

Inspection Methodologies: The Review Team conducted ride-outs and inspected vehicles for direct observation of securing/storing of equipment, vehicle stocking and cleanliness of supplies and equipment.

A total of ten vehicles at five base locations were inspected for equipment and supply compliance per the equipment and certification standards.

The Review Team also reviewed reports and records relevant to Service Policy, equipment maintenance and conducted interviews with Frontenac Paramedic Services personnel.

Observations: All patient care devices requiring regular inspection and/or calibration e.g. oxygen delivery systems, suction equipment, and defibrillator are included within the Service Provider's Preventative Maintenance program.

Service oxygen testing equipment had been calibrated February 2, 2016 according to the manufacturer's specifications. There were an adequate number of replacement oxygen cylinders accessible to staff to meet continuity of service requirements. Based on data available from Service files, of the ninety-one patient care devices inspected, the preventive maintenance program met the manufacturer's specification 90.6% of the time. **(Observation: 6)**

Some examples of the patient care devices preventative maintenance review is attached as **Appendix E** on page 49.

The Service Provider's Preventative Maintenance program also includes all patient carrying equipment. Service stretcher maintenance files were found to be complete. The preventative maintenance schedule for patient carrying equipment is to be completed quarterly (every 4 months). 100% of the patient carrying equipment met the manufacturer's specification respecting preventative maintenance.

Some examples of the patient carrying equipment preventative maintenance review are attached as **Appendix F** on page 52.

Vehicles - Staffing

Legislated Requirements: The Municipality/DDA is obligated to ensure provision of service to meet community needs. Further, the Service Provider must ensure each vehicle designated as a PCP, ACP or CCP response vehicle, must be staffed accordingly to meet their service commitment/deployment plan.

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Subsection 6 (1) (b) of the *Ambulance Act* (the Act) states in part that every upper tier municipality (UTM) shall be responsible for ensuring the proper provision of land ambulance service in the municipality in accordance with the needs of persons in the municipality.

The *Ambulance Service Patient Care and Transportation Standards*, Patient Care section (A) states in part, each operator and each emergency medical attendant (“EMA”) and paramedic employed or engaged as a volunteer by the operator, shall ensure that:

- (a) Each emergency response vehicle (“ERV”) responding to a request for service is staffed with at least one person who is qualified as an EMA or paramedic under the regulations.
- (b) Each ambulance responding to a request for service is staffed with at least one primary care paramedic and one EMA qualified under the regulations.
- (c) Each ambulance that is designated by an ambulance service operator as an advanced care paramedic ambulance is staffed with at least one advanced care paramedic and one primary care paramedic when responding to a request for service or while transporting a patient.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care provider configurations/service deployment strategies.

A total of ten vehicles at five base locations were inspected for compliance per the *Ambulance Service Patient Care and Transportation Standards*. The Review Team also reviewed reports and records relevant to Service Policy, staffing deployment and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider meets their service commitment/deployment plan to ensure provision of service to meet community needs. The Service Provider has access to spare vehicles to maintain service. Incidents where a replacement vehicle was unavailable are documented.

Each ERV responding to a request for service is staffed with at least one person qualified as a PCP under the regulation. Each ambulance responding for a request for service is staffed with at least one PCP and one EMA qualified as per the regulation. Each ambulance designated by the Service as an ACP ambulance is staffed with at least one ACP and one PCP when responding to a request for service or while transporting a patient.

Vehicle - Maintenance/Inspection

Legislated Requirements: The Municipality/DDA is obligated to ensure provision of service meets community needs.

To meet community needs, the Service Provider must ensure each vehicle is equipped according to the equipment standards, each vehicle meets the vehicle standards and that equipment, supplies and vehicles are maintained according to manufacturer’s specifications.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, only ambulances and emergency response vehicles that comply with the applicable version at time of manufacture of “Ontario Provincial Ambulance and Emergency Response Vehicle Standards”, published by the ministry as may be amended from time to time, are or will be used in the applicant/operator's ambulance service.

- o Each vehicle used as an ambulance or ERV in the applicant/operator's service shall contain as a minimum the accessory and patient care equipment set out in the document titled "Provincial Equipment Standards for Ontario Ambulance Services", published by the ministry as may be amended from time to time.
- o Each land ambulance and ERV used in the applicant/operator's service and the patient care and accessory equipment contained therein shall be maintained in a safe operating condition, in a clean and sanitary condition, and in proper working order.

Inspection Methodologies: The Review Team conducted ride-outs for direct observation of patient care, securing/storing of equipment, vehicle stocking and cleanliness of supplies and equipment.

A total of ten vehicles at five base locations were inspected for equipment and supply compliance per the vehicle, equipment and certification standards.

The Review Team also reviewed reports and records relevant to Service Policy, vehicle and equipment maintenance and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider had a letter signed by the Director, EHSB, from each vehicle manufacturer or conversion vendor, certifying each vehicle used in the provision of ambulance service met the standards. There was documentation on file confirming certification of ERVs (self certification or manufacturer's certification). There was not always documentation on file demonstrating additions or conversions meet manufacturer's specification. (*Vehicles 4129, 4180, and 4525 – organizer strap is missing/damaged; Vehicles 4176, 4124, 4129, 4122, 4180, and 4525 – laptop charger is not secured; Vehicles 4176, 4129, and 4525 – additional laptop pocket is missing a securement strap.*) **(Observation: 7)**

The Service Provider's Vehicle Preventative Maintenance program for all Ambulances, Hybrids, ERVs, and Logistics vehicles is based on 8,000 km between services. PM's may be completed early by up to 2,500 kms before the 8,000 km benchmark and may run over the benchmark by 3,000 kms. The Emergency Support Unit (4313), the SimTruck (4802) and the Wolfe Island Ambulance is based on 6 months (180 days) between services. Each vehicle is included within the Service Provider's Vehicle PM program. A review of PM files demonstrates the Service Provider's Vehicle Preventative Maintenance is performed according to the Service Provider's schedule/Original Equipment Manufacturer's schedule. The average vehicle maintenance interval calculates to 6,543 kms or 81 days between services. Maintenance or repair records are maintained by the Service Provider for the life of the vehicle.

The Service Provider provides the Ambulance Dispatch Centre access to radios and communication equipment upon request. The Service Provider ensured that communication equipment remains operational at all times and works co-operatively with the Ambulance Dispatch Centre to ensure communication equipment repairs are completed when and as required.

The Service operated fifteen ambulances, four emergency response vehicles and one emergency support unit. Ten ambulance vehicles were inspected. There was documentation indicating the Service Provider used only vehicle identification numbers assigned by the Director, EHSB. Each vehicle's identification was displayed on the front and rear of the vehicle as required.

The Service Provider has a policy that states staff will use only the designated radio call identifier when using ministry telecommunication devices.

During the inspection of vehicles, it was noted:

- o Each vehicle had a minimum annual safety check as per related legislation.
- o Each vehicle had an up-to-date Ministry of Transport annual sticker affixed.
- o Each vehicle was maintained mechanically and in proper working order.
- o Staff completed a checklist ensuring safety features were functional.
- o Paramedics could comment regarding vehicle deficiencies or safety concerns.
- o Staff checked each vehicle at least once per day or shift.
- o The Service Provider audits checklists for completeness, accuracy and vehicle deficiencies or safety concerns.
- o Safety concerns raised by staff were resolved.
- o Repairs or replacement items were completed in a timely manner.
- o Vehicles were protected from extremes of heat, cold and moisture.
- o Vehicles were stored to prevent contamination, damage or hazard.
- o Each vehicle follows the deep clean program.
- o Patient care compartment of vehicles were not always maintained in a clean and sanitary condition. (*Vehicle 4129 – floor of patient care compartment unclean.*)
- (Observation: 8)**
- o Supplies were accessible to clean the vehicles.
- o There was required clean storage space available for supplies.

Collision Reporting

Legislated Requirements: Collision reports document the events and information by paramedics when an ambulance or ERV is involved in a collision.

Subsection III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, incident reports, ambulance call reports and collision reports are made in accordance with “Ontario Ambulance Documentation Standards”, published by the Ministry of Health as may be amended from time to time, respecting each incident, complaint, investigation, and collision relating to the applicant/operator's service, employees, agents and to each patient served.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service Policy, collision reports, Service QA/CQI initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider provided documentation demonstrating staff immediately notify CACC when an ambulance or ERV is involved in a collision. It was noted that staff completed collision reports as per legislation. There was documentation provided demonstrating the Service Provider audits collision reports for completeness and accuracy. The Service Provider's collision reports contain at minimum, the information as identified within the *Ambulance Service Documentation Standards* and are kept on file for a period of not less than five years.

Observation: 1**Service Provider Response**

Frontenac Paramedic Services will continue to monitor compliance with the ALS/BLS Patient Care Standards and the documentation thereof. CMEs will be directed at the new Documentation Standards and BLS Patient Care Standards in 2017.

Inspector's Findings

Frontenac Paramedic Services strives towards excellence in the provision of *Advanced Life Support* and *Basic Life Support Patient Care Standards* and is cognizant of the need for follow up with staff when patient care deficiencies are identified.

The Service Provider has an audit process in place to ensure that Ambulance Call Reports (ACRs) reflect the patient care provided. The Service Provider also has an in-house QA and training program to ensure care to standard. Regarding ACR auditing, Frontenac Paramedic Services supervisor team audits 20 ACRs in every block of 4 shifts, reporting any issues to the Performance Standards Supervisor. In situations where concerns are noted, management will follow up with the paramedic involved and remedial training will be provided if required.

As part of the Service's QA Program, all ALS calls are also audited by Base Hospital and any deficiencies are communicated to the paramedic involved, as well as management.

The Service Provider continues to monitor and review ACRs for quality of patient care in order to avoid a recurrence of similar future findings. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 2**Service Provider Response**

The County of Frontenac is undertaking a project in 2017 to develop a competency-based Performance Review process for all positions in the County. These evaluations will be shared with all Paramedics.

Inspector's Findings

Frontenac Paramedic Services does recognize the need to complete annual aggregates and communicate positive / negative findings with staff involved. The Service Provider noted that the County aggregates are not designed for proper paramedic evaluations. Frontenac County and the Frontenac Paramedic Services are collaboratively working on a new platform to develop a quality assurance form and provide feedback to the paramedics.

Frontenac Paramedic Services supervisors currently have one-on-one meetings with paramedics to discuss any issues after a supervisor review ride-out is completed. As a new initiative, and to coincide with aggregates the paramedics now sign off that this evaluation and feedback is completed.

Frontenac Paramedic Services indicates that the County has hired a consultant to review the Service and develop a performance management tool specific for the Service.

Frontenac Paramedic Services is confident that this tool will help mitigate this as a future observation. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 3**Service Provider Response**

Frontenac Paramedic Services continues to monitor all vehicles and equipment to ensure compliance with this standard.

Inspector's Findings

Frontenac Paramedic Services understands the importance of ensuring that each vehicle is equipped according to the *Provincial Equipment Standards for Ontario Ambulance Services*.

During the follow-up visit, the Service indicated that the vehicles found to be missing equipment during the Ambulance Service Review were restocked immediately, ensuring that they were to standard.

Frontenac Paramedic Services have improved their shift envelopes and are updating them in the near future to the current Equipment Standards. The shift envelopes are completed and checked daily and sent to the administration assistant at the logistics base to ensure they are properly completed and there is nothing that requires attention. If there is an issue with the shift log, the shift Supervisor is notified and they deal with it directly with the crew/ambulance base involved.

The equipment and supply requirements that were identified as being deficient during the ASR have now been corrected. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 4**Service Provider Response**

Noted.

Inspector's Findings

Frontenac Paramedic Services is cognizant of the need for proper storing and sanitization of equipment and patient care equipment and enforcement of such policies.

Post Service Review, an email was sent out to all staff members to remind them to keep all equipment in its proper wrapping to maintain sterilization and cleanliness until needed for use. Supervisors have also been asked to add this to their spot check during shift while evaluating and monitoring paramedics. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 5**Service Provider Response**

A memo was issued reminding crews to keep all ambulance bay doors closed at all times unless a Paramedic is in the garage.

Inspector's Findings

Frontenac Paramedic Services acknowledges the need for crew safety and storage of medications in an environment that is secured from unauthorized access. A memo was sent out to all staff to remind them that it is imperative they close all garage doors when they are not in the garage or in the vicinity to uphold security. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 6**Service Provider Response**

Thank you for this observation. At the time of review, Frontenac Paramedic Services was transitioning oxygen preventative maintenance from being managed by a paramedic over to our Logistics Department. We anticipate that documentation will be 100% compliant in future.

Inspector's Findings

Frontenac Paramedic Services understands the importance of ensuring that all patient care devices and equipment are tested and inspected according to the manufacturer's specifications respecting preventative maintenance.

Frontenac Paramedic Services continues to improve the documentation and record keeping system for their patient care, accessory and conveyance equipment. The Service Provider has acknowledged that there are challenges in keeping track of various equipment pieces throughout their area, when equipment is in an out of service ambulance or exchanged with another service during transfer of care of a patient.

Moving forward, the Service believes their improved in-house tracking of equipment and preventative maintenance tracking dates will ensure future maintenance compliance. This will remain an ongoing monitoring matter for the Service Provider. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 7**Service Provider Response**

The required letters are now on file.

Inspector's Findings

The Service Provider has documentation on file demonstrating additional new organizer straps were ordered and installed for vehicles 4129, 4180, and 4525. Frontenac Paramedic Services also has secured the laptop chargers in vehicles 4176, 4124, 4129, 4122, 4180 and 4525. Upon follow up, the Service Provider has documentation on file regarding vehicles 4176, 4129 and 4525 have additional lap top pocket securement strap replacement.

This is a process that is of utmost importance to the Service Provider and will be an ongoing item to monitor in the future for Supervisors. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 8

Service Provider Response

Superintendents continue to monitor for compliance.

Inspector's Findings

The Service Provider takes very seriously the sanitary and cleanliness of vehicles. There is a policy stipulating paramedics utilize standard practices and additional precautions to limit the potential for disease transmission, which is monitored and enforced.

Staff have also received a memo indicating once again, the importance of vehicle cleanliness and maintaining a sanitary condition within the patient compartment. Superintendents will monitor crew practices through field audits to ensure service policies are adhered to. **Frontenac Paramedic Services is committed to compliance in this area.**

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Quality Assurance

Subsections:

- o Quality Assurance/CQI,
- o Employee Qualifications, and
- o ACR and IR Documentation.

Quality Assurance/CQI

Legislated Requirements: A Service Provider's QA/CQI Program provides a Service Provider continued oversight in their quality of patient care and provision of service delivered to the public.

- o Subsection 6 (1) (b) of the *Ambulance Act* (the Act) states in part that every upper tier municipality (UTM) shall be responsible for ensuring the proper provision of land ambulance service in the municipality in accordance with the needs of persons in the municipality.
- o Subsection 3 (1) of Regulation 257/00 made under the Act requires that the operator of an ambulance service meets the requirements of the *Land Ambulance Service Certification Standards*.
- o Section III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* subsection (r) states in part, incident reports, ambulance call reports and collision reports are made in accordance with "Ontario Ambulance Documentation Standards", published by the Ministry of Health as may be amended from time to time, respecting each incident, complaint, investigation, and collision relating to the applicant/operator's service, employees, agents and to each patient served.
- o The *Ambulance Service Documentation Standards*, Part IV – Patient & Patient Care Documentation Requirements stipulates ACR documental requirements.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service Policy, QA/CQI initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has a Quality Assurance program in place. The Service Provider's Quality Assurance program included:

- o Ambulance Call Report audits,
- o Service form completion audits,
- o Incident Report audits,
- o In Service CME, and
- o Base Hospital Certification.

As part of the QA/CQI Program, the Service Provider investigates and responds to patient care and service delivery complaints. The Service Provider addresses recommendations resulting from an investigation to mitigate reoccurrence.

Employee Qualifications

Legislated Requirements: In Ontario, to work as a Paramedic, an individual must meet the qualification requirements delineated by Ontario Regulation 257/00. There are three levels of paramedic practice in Ontario with each level building on the competencies and skills of the prior level and assuming its scope of practice.

Section III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* states in part, a personnel record is maintained for each emergency medical attendant and paramedic employed by the applicant/operator. The record shall include evidence of qualification as described in Part III of the regulation.

The *Ambulance Service Communicable Disease Standards* stipulates the immunization requirements for employment in Ontario.

The *Ambulance Service Patient Care and Transportation Standards* delineate influenza immunization and reporting requirements.

Inspection Methodologies: The Review Team consisting of one Management Review Team representative undertook a review of twenty-eight Primary Care Paramedic and twelve Advanced Care Paramedic HRI files. The Review Team also reviewed reports and records relevant to Service Policy, QA/CQI employment initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: From the forty HRI files reviewed by the Review Team, the Service Provider captured 1,324 of 1,328 possible qualification requirements, or 99.7%. The Service Provider is commended for this review observation. **(Observation: 9)**

Frontenac Paramedic Services maintains a mechanism to help ensure each employee record includes documentation that demonstrates each employee meets the minimum employment standards according to legislation. A personnel record is not always maintained for each employed paramedic which includes evidence of qualification as described in Part III of Regulation 257/00. **(Observation: 9)**

Frontenac Paramedic Services employs thirty-one paramedics reported to be Advanced Care Paramedics. Of the twelve ACP files reviewed by the Review Team, 100% contained the required MOHLTC ACP certification.

There was not always documentation demonstrating each type of paramedic is qualified. Further, there was documentation demonstrating each type of paramedic is authorized by a medical director to perform the controlled acts set out in O. Reg. 257/00 Part III s.8. **(Observation: 9)**

Examples of the observations are itemized in detail and attached as **Appendix A** on page 45.

As of December 18, 2015, EMAs and paramedics must:

- (a) provide a valid certificate signed by a physician or delegate that states that he or she has been vaccinated against influenza, or that such vaccination is medically contraindicated; or

- (b) provide a written statement that he or she has taken the educational review and has not been, and does not intend to be, vaccinated against influenza.

From the forty HRI files reviewed by the Review Team, the Service Provider captured 100% of Influenza Immunization status requirements no later than directed by EHSB.

Each operator shall, no later than January 22, 2016, report to the local Senior Field Manager of the Emergency Health Services Branch, the following:

- a) the total number of active EMAs and paramedics employed by the operator;
- b) the number of EMAs and paramedics that have provided a valid certificate signed by a physician or delegate that states that he or she has been vaccinated against influenza;
- c) the number of EMAs and paramedics that have provided a valid certificate signed by a physician or delegate that states that vaccination is medically contraindicated;
- d) the number of EMAs and paramedics that signed the written statement that he or she has taken the annual educational review and has not been, and does not intend to be, immunized against influenza.

The Service Provider reported the Influenza Immunization status of each employee to the EHSB Field Office as required each year.

ACR – IR Documentation

Legislative Requirement: ACRs document the patient care delivered by paramedics and are used to confirm that ALS/BLS Patient Care Standards are properly performed. The ACR forms part of the patient record and must be completed according to the *Ambulance Service Documentation Standards*.

The *Land Ambulance Service Certification Standards* subsection (r) states in part, incident reports, ambulance call reports and collision reports are made in accordance with “Ontario Ambulance Documentation Standards”, published by the Ministry of Health as may be amended from time to time, respecting each incident, complaint, investigation, and collision relating to the applicant/operator's service, employees, agents and to each patient served.

The *Ambulance Service Documentation Standards*, Part IV – Patient & Patient Care Documentation Requirements stipulates ACR documental and distribution requirements.

Inspection Methodologies: The Review Team consisting of three Advanced Care Paramedics undertook a review of two hundred and ninety-eight ACRs (all priority and CTAS level calls).

The Review Team also reviewed reports and records relevant to Service Policy, QA/CQI initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: From the two hundred and ninety-eight ACRs reviewed by the Review Team, the Service Provider captured 17,638 of 17,709 possible data points, or 99.6% of the Ambulance Call Report information requirements. The Service Provider is to be commended for this documental observation. **(Observation: 10)**

As part of their responsibility, the Service Provider identifies the number of outstanding Ambulance Call Reports. The Service Provider ensured such reports were completed as required under the Documentation Standards.

The Service Provider audits ACRs to determine if they are completed as per the *Ambulance Service Documentation Standards*. As a result of their audit, the Service Provider makes recommendations to staff respecting compliance with the ASDS. Further, the Service Provider addresses recommendations to mitigate reoccurrence. There was documentation demonstrating staff review the ACR Manual as part of the Service Provider's QA/CQI Program.

There was documentation demonstrating the Service Provider works with their Base Hospital to audit Ambulance Call Reports. Audits completed by the Base Hospital and the Service Provider are compared for discrepancies. Audit discrepancies are investigated and were resolved.

During the review, a random sample of ACRs was reviewed. The review of ACRs was not only to determine compliance with Patient Care Standards, as was addressed earlier, but to also determine if documentation meets the *Ambulance Service Documentation Standards*. Two hundred and seventy-three were patient carried calls covering all priority and CTAS level patient transports, twenty-five were non patient carried calls.

Patient Carried Calls

Mandatory fields were not always completed on patient carried calls according to the *Ambulance Service Documentation Standards*. Forms were legible and easy to read. Examples of the Ambulance Call Report observations are attached as **Appendix B** on page 45.

(Observation: 10)

Non Patient Carried Calls

Mandatory fields were not always completed on non-patient carried calls according to the *Ambulance Service Documentation Standards*. They were legible and easy to read. Examples of the Ambulance Call Report observations are attached as **Appendix B** on page 45.

(Observation: 10)

Patient Refusal Calls

Aid to Capacity and Refusal of Service fields were not always completed according to the *Ambulance Service Documentation Standards*. Patient refusal ACRs were legible and easy to read. Examples of the Ambulance Call Report observations are attached as **Appendix B** on page 45. **(Observation: 10)**

It was noted that Ambulance Call Reports were distributed according to the *Ambulance Act, Regulations* and *Ambulance Service Documentation Standards*. It was also noted that completed Ambulance Call Reports were secured from unauthorized access. The Service Provider maintains Ambulance Call Reports on file for a period of not less than five years.

The review of ACRs reflected that Incident Reports are completed when required, as per the ASDS. One of the reviewed ACRs required an Incident Report, and the Incident Report was on file.

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As part of their QA/CQI process, the Service Provider audits Ambulance Call Reports to determine if an Incident Report was to have been completed. The Service Provider audits Incident Reports for completeness and accuracy. Documentation demonstrated the Service Provider makes recommendations to staff after auditing Incident Reports regarding completeness and or accuracy. Recommendations are addressed to mitigate reoccurrence.

It was noted that Incident Reports are secured from unauthorized access and are maintained on file for a period of not less than five years. Completed Incident Reports are transmitted to the MOHLTC Field Office according to legislation.

Observation: 9

Service Provider Response

Follow-up with Paramedics to ensure documents on file.

Inspector's Findings

During the follow-up visit, documentation was provided to demonstrate that paramedic files have been brought up-to-date. Paramedic HR files 12930 and 12931 have documentation on file indicating they had poliomyelitis immunization but required an additional dose. Both paramedics did receive the required dose; however, the record was signed by a RN, as per Regulation 257, this is required must be signed by a physician. The paramedics are currently scheduled to receive physician signature within the next week post follow up. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 10

Service Provider Response

Noted. The new Documentation Standards will be reviewed at CME in 2017.

Inspector's Findings

Frontenac Paramedic Services is cognizant of the need for follow up with staff when ACR completion deficiencies are identified. They are dedicated to proficiency in Patient Care and to the documentation of Incident Reports, Patient Call Reports and Collision Reports.

Additionally, the Service has compiled an overall list of identified omissions and/or weaknesses identified during ongoing ACR audits which the Service Reviews and incorporates into their fall Continuing Medical Education (CME) sessions.

This will remain an ongoing monitoring matter for all staff and for supervisory personnel performing quality assurance activities.

Follow Up Ambulance Call Report Review

A review of twenty ACRs was conducted during the follow-up inspection with Frontenac Paramedic Services. A random sample of ACRs was reviewed for priority codes and Canadian Triage Acuity Scale (CTAS) levels.

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Ambulance call reports were generally completed according to the *Ambulance Service Documentation Standards*, with the following exception:

Patient Carried Calls Not to ALS/BLS Standard

Call Number	Patient Issue	Review Findings
	No issues.	

Patient Carried Calls Code 3 & 4

Call Number	Documentation Issue	Driver #	Attendant #
1430099	No issues. However, no service # listed	14291	13279
1428203	No issues. However, no service # listed	22919	20049
1427776	No issues. However, no service # listed	14272	18539
1412160	No issues. However, no service # listed	18521	22919
1424678	No issues. However, no service # listed	19986	15484
1428219	No issues. However, no service # listed	22978	22891
1429212	No issues. However, no service # listed	22893	18524
1426426	No issues. However, no service # listed	18524	50746
1429428	No issues. However, no service # listed	20049	17620
1429615	No issues. However, no service # listed	14321	15036
1427045	No issues. However, no service # listed. IR completed	19869	19291
1427862	No issues. However, no service # listed. IR completed	19290	11685

Patient Carried Calls Code 1 & 2

Call Number	Documentation Issue	Driver #	Attendant #
1429197	No issues. However, no service # listed	18524	22893
1429364	No issues. However, no service # listed	15397	17177
1425761	No issues. However, no service # listed	14272	19639
1422699	No issues. However, no service # listed	18521	19754

Patient Refusal of Service Section

Call Number	Documentation Issue	Driver #	Attendant #
1428588	No issues. However, no service # listed	18528	21804
1426434	No issues. However, no service # listed	18232	15610
1429195	No issues. However, no service # listed	20049	18232
1429780	No issues. However, no service # listed	15724	13280

Improvement has been noted in ACR completion since transmittal of the Draft Report. The Service Provider is committed to full and proper completion of these call types and continues to monitor and audit ACRs for quality and thoroughness of completion for documentation and the ALS/BLS Patient Care Standards. Supervisory staff will continue to monitor ACRs and IRs for proper minimum completion and will review with employees any ACRs found not meeting minimum requirements. **Frontenac Paramedic Services is committed to compliance in this area.**

Administrative

Subsections:

- o Response Time Performance Plan,
- o Deployment Plan,
- o Ambulance Service Identification Cards,
- o Base Hospital Agreement,
- o Policy and Procedures, and
- o Insurance.

Response Time Performance Plan

Legislated Requirement: A Service Provider is required to establish a Response Time Performance Plan, to monitor, enforce and where necessary, update their plan as required to ensure patients categorized as the most critical, receive response and assistance in the times established within their plan.

Part VIII of Ontario Regulation 257/00 made under the Act states in part, that every upper-tier municipality and delivery agent responsible under the Act for ensuring the proper provision of land ambulance services shall establish, for land ambulance service operators selected by the upper-tier municipality or delivery agent in accordance with the Act, a performance plan respecting response times.

An upper-tier municipality or delivery agent shall ensure that the plan established under that subsection sets response time targets for responses to notices respecting patients categorized as Canadian Triage Acuity Scale (CTAS) 1, 2, 3, 4 and 5, and that such targets are set for each land ambulance service operator selected by the upper-tier municipality or delivery agent in accordance with the Act.

An upper-tier municipality or delivery agent shall ensure that throughout the year the plan established under that subsection is continuously maintained, enforced and evaluated and where necessary, updated whether in whole or in part.

An upper-tier municipality or delivery agent shall provide the Director with a copy of the plan established under that subsection no later than October 31st in each year, and a copy of any plan updated, whether in whole or in part, no later than one month after the plan has been updated.

An upper-tier municipality or delivery agent shall provide the Director with the percentages for the preceding calendar year, required under Part VIII of Ontario Regulation 257/00, section 23, subsection 7(1), (2), (3), no later than March 31st of each year.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service Response Performance and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has an established Service Response Time Performance Plan with response time targets for responses to notices respecting patients categorized as Canadian Triage Acuity Scale (CTAS) 1, 2, 3, 4 and 5.

The Service Provider provides the Director of EHSB with a copy of the Response Time Performance Plan no later than October 31st of each year.

The Service Provider is meeting their Response Time Performance Plan.

Documentation demonstrates the Service Provider, throughout the year, continuously maintains, enforces, evaluates and where necessary, updates their Response Time Performance Plan. There was also documentation demonstrating the Service Provider investigates those instances, where their Service Response Time Performance Plan had not been met. Further, documentation demonstrates that recommendations resulting from investigations as to why the Response Time Performance Plan had not been met are addressed to mitigate reoccurrence.

The Service Provider reviewed and updated their Response Time Performance Plan by October 1st of each year. Updates are provided to the Director no later than one month after the plan was updated.

There was also documentation to demonstrate that by March 31st of each year the Service Provider reported to the Director the following for the preceding calendar year:

- o The percentage of times that a person equipped to provide defibrillation arrived on-scene for sudden cardiac arrest patients, within six minutes.
- o The percentage of times the ambulance crew arrived on-scene for sudden cardiac arrest or other CTAS 1 patients, within eight minutes.
- o The percentage of times the ambulance crew arrived on-scene for patients categorized as CTAS 2, 3, 4 and 5, within the response time targets set by the UTM or Service Provider.

Service Provider Deployment Plan

Legislated Requirement: A Service Provider's Deployment Plan and strategies provide the Service Provider oversight to ensure in part, the continuity of operations and provision of service meets community needs.

Subsection 6 (1) (b) of the *Ambulance Act* (the Act) states in part that every upper tier municipality (UTM) shall be responsible for ensuring the proper provision of land ambulance service in the municipality in accordance with the needs of persons in the municipality.

Section III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* subsection (i.1) states in part, the communication service that normally directs the movement of the ambulances and emergency response vehicles in the applicant/operator's service, will be kept informed by the employees of the applicant/operator at all times as to the availability and location of each employee, ambulance or emergency response vehicle.

Inspection Methodologies: The Review Team reviewed reports and records relevant to service/staffing deployment and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has provided a copy of their deployment plan to the Field Office. The deployment plan has been provided to the Ambulance Dispatch Centre for implementation into the Local Operating Policies. Documentation demonstrates the service does not always have sufficient staff at each level of qualification to meet their deployment plan. The Service Provider is hiring an additional fifteen paramedics to address the elevated sick time issue identified last year - approximately one hundred and thirty-one shifts. **(Observation: 11)**

To ensure continuity of operations, the Service Provider notifies the Ambulance Dispatch Centre of any changes to their staffing pattern. The Service Provider notifies the Ambulance Dispatch Centre before implementing or revising policies or procedures that may affect the dispatching/deployment of ambulances or ERVs.

Ambulance Service Identification Cards

Legislated Requirements: A Paramedic in Ontario is required to obtain a ministry issued, service specific ID card prior to the provision of patient care. The ID card must be carried on their person at all times while performing patient care duties. The ID card process ensures the paramedic meets qualification requirements and provides the paramedic an ability to log onto the ambulance dispatch environment. The ID card is a provincially accepted ID for access to restricted areas otherwise not available to the general public and must be returned to the ministry upon employment separation.

Section III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* subsection (g) states in part, each emergency medical attendant and paramedic employed by the applicant/operator in his or her ambulance service is assigned a unique identification number issued by the Director.

The unique identification number shall appear on a photo identification card and the photo identification card shall be on the person of the emergency medical attendant or paramedic while on-duty.

Section III also states in part, ambulance service identification cards are and remain the property of the Ministry of Health and Long-Term Care (the ministry). Upon release from employment, the identification card must be surrendered to the employer and returned to the Emergency Health Services Branch.

Ambulance Service Identification Card Program, Operating Protocols and Processes stipulate, the ministry is to be notified of an employee's release by way of either email or facsimile so that the Human Resources Inventory database may be updated.

Inspection Methodologies: The Review Team reviewed reports and records relevant to the service staffing deployment/ID Cards (service and ministry documentation) and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has provided their baseline employee record information to the ministry.

Documentation demonstrates the Service Provider notifies the ministry of each instance of employee hiring and separation. It was noted that newly hired paramedics commence patient care activities only after receipt of their service specific identification number and card.

Accordingly, we did not note any occasions when a newly hired paramedic logged onto the communication environment with either a fictitious number or a number assigned to another person.

The ministry is notified in each instance an identification card is lost. The Service Provider did not always recover the paramedic's service specific identification card and return it to the ministry on each occasion of employment being terminated (*ID card #'s 18543, 16803, 20037 and 18623*). **(Observation: 12)**

Base Hospital Agreement

Legislated Requirement: Each Service Provider must have an Agreement in place with their regional Base Hospital for medical oversight. Each Base Hospital has a framework within which its medical director provides guidance and medical advice, quality assurance, advanced care skills training, certification of paramedics and the delegation of Controlled Acts.

Base Hospital Policies and Medical Directives are established specifically to enable delegation to paramedics in accordance with legislated requirements, regulations, standards, College of Physician and Surgeons of Ontario (CPSO) and provincial guidelines. The Base Hospital Program has been providing pre-hospital medical oversight for over thirty years.

Section III Operational Certification Criteria of the *Land Ambulance Service Certification Standards* subsection (I) states in part, a valid agreement is in effect between the applicant/operator and the designated Base Hospital Program, for each area in which the applicant/operator proposes to provide land ambulance service, for the delegation of Controlled Acts by paramedics employed by the applicant/operator.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service QA/CQI/Base Hospital initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has a written performance agreement with the Base Hospital that includes:

- o Providing medical direction and training to all paramedics.
- o Monitoring quality of patient care given by those paramedics.
- o Delegation of controlled medical acts to paramedics.

Policy and Procedure

Legislated Requirement: A Service Provider has in place, policies and procedures which impact directly or indirectly on patient care. Policies and procedures are monitored and enforced to ensure the General Standard of Care.

- o The *Ambulance Act* (the Act) states in part that every upper tier municipality (UTM) shall be responsible for ensuring the proper provision of land ambulance service in the municipality in accordance with the needs of persons in the municipality.
- o The *Ambulance Service Patient Care and Transportation Standards*, section (A) states in part, each operator and each emergency medical attendant and paramedic employed or engaged as a volunteer by the operator, shall ensure that:

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Each EMA and paramedic shall attend and participate in such continuing education and competency maintenance activities as are required to provide ambulance service in accordance with the regulations.

- o No person smokes any cigar, cigarette, tobacco or other substance while in an ambulance or emergency response vehicle.
- o No EMA or paramedic, while on duty, takes or consumes any liquor within the meaning of the Liquor Control Act, or any drug which could impair his or her ability to function as an EMA or paramedic: or reports for duty while under the influence of any liquor within the meaning of the Liquor Control Act, or any drug which impairs his or her ability to function as an EMA or paramedic: or responds to a request for ambulance service while apparently under the influence of liquor or drugs or is apparently suffering the effects of liquor or drugs.
- o The *Ambulance Service Communicable Disease Standards* states in part, each operator shall ensure that: employees are aware of current communicable disease risks and follow all aspects of the ASCDS.
- o The *Ambulance Act*, Part III Discharge of Responsibilities states in part, an upper-tier municipality shall ensure the supply of vehicles, equipment, services, information and any other thing necessary for the proper provision of land ambulance services in the municipality in accordance with this Act and the regulations.
- o The Act further states the requirements respecting the disclosure of personal health information and personal health information has the same meaning as in the Personal Health Information Protection Act, 2004.
- o Part VI of *Ontario Regulation 257/00* made under the Act states in part, the operator of an ambulance service shall ensure that the remains of a dead person are not transported by ambulance unless, the remains are in a public place and it is in the public interest that the remains be removed: arrangements are made to ensure that an alternative ambulance is readily available for ambulance services during the time that the remains are being transported: and no patient is transported in the ambulance at the same time as the remains are transported.
- o An ambulance may be used to transport the remains of a dead person for the purpose of tissue transplantation on the order of a physician if a physician at the hospital where the tissue is being delivered acknowledges the order.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service Policies and Procedures, Service QA/CQI initiatives and conducted interviews with Frontenac Paramedic Services personnel.

Observations: The Service Provider has a Policy and Procedure document accessible to staff. New and updated Policies and Procedures are communicated to staff. The Service Provider monitors and enforces Policies and Procedures to ensure optimal provision of service.

The Service Provider has policies covering the following areas:

- o Prohibiting staff from responding to calls under the influence of drugs or alcohol.

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- o Prohibiting staff from reporting to work under the influence of alcohol or drugs.
- o Prohibiting staff from consuming alcohol or drugs while at work.
- o Prohibiting any person from smoking any cigar, cigarette, tobacco or other substance while in an ambulance service vehicle.
- o Regarding transport of a person's remains as per legislation.
- o Regarding the disposal of bio-medical materials/waste e.g. contaminated bedding/bandages/anatomical waste.
- o That students are to be free from communicable diseases.
- o That students are to be immunized.
- o Requirements for students/observers are monitored and enforced.
- o Staff will immediately notify the CACC/ACS in the case of any accident involving an ambulance or ERV.
- o Outlining the legislative parameters of sharing and disclosure of personal health information.
- o Governing the protection of personal information of patients.
- o Directing staff in the release of confidential information to allied agencies.
- o Directing staff in the release of confidential information to the public.

There is documentation to demonstrate Service Policies relating to drugs, alcohol and tobacco are complied with. There is further documentation to demonstrate Service Policies relating to the release of confidential information are complied with.

The Service Provider ensures the continuity of operations.

Insurance

Legislative Requirement: To mitigate risk and exposure to paramedics, staff and their management team, Service Providers must have appropriate insurance coverage as outlined in *Regulation 257/00*.

Part VI of *Ontario Regulation 257/00* made under the Act states in part, if the operator of a land ambulance service that is an applicable enterprise uses or permits the use of a land ambulance or emergency response vehicle that is not owned by the Province of Ontario, the operator shall obtain and maintain in good standing a contract of automobile insurance under Part VI of the *Insurance Act* in respect of the vehicle, under which, the operator and every driver are insured and delineates all insurance requirements.

Inspection Methodologies: The Review Team reviewed reports and records relevant to Service insurance policy coverage and conducted interviews with Frontenac Paramedic Services personnel.

Observations: It was noted the Service Provider's insurance policy was current and valid. Further, the insurance coverage was at least equal to that outlined in legislation.

The insurance policy includes and covers:

- o Each ambulance, ERV and ESU,
- o The Service Provider and every driver,
- o An amount equal to at least \$5,000,000, in respect of any one incident,

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- o Liability for loss of or damage to, resulting from bodily injury to or the death of any passenger carried, getting into or alighting from the ambulance or ERV,
- o Liability for loss of or damage to, the property of a passenger carried in an ambulance or ERV, and
- o Liability while the ambulance is used for carrying passengers for compensation or hire.

Observation: 11

Service Provider Response

Frontenac Paramedic Services hired an additional thirteen (13) part-time Paramedics in 2017 to ensure staffing levels are maintained.

Inspector's Findings

Frontenac Paramedic Services has been working diligently to employ sufficient staff at each level of qualification to meet their deployment plan. The Service Provider has hired thirteen part time paramedics to further elevate down staffing issues and is also in the process of hiring six more paramedics.

Frontenac Paramedic Services is confident that this will mitigate this as a future observation. The Service Provider is working to implement a new 12 hour ambulance in July and eventually 24 hour ambulance by 2018. **Frontenac Paramedic Services is committed to compliance in this area.**

Observation: 12

Service Provider Response

Frontenac Paramedic has a policy regarding the return of the Ministry ID card and makes effort to obtain these cards upon termination of an employee.

Frontenac Paramedic Services reports to the Ministry of Health whenever a card is not able to be obtained.

Inspector's Findings

A Ministry of Health and Long Term Care identification card is issued to a Service Provider, upon receipt of the transmittal of an ID card application made on behalf of a prospective employee.

The security measures required for ID Card application, requirement to obtain an ID Card prior to commencing patient care activities and to carry the ID Card on their person are the same issues which require the Service Provider to notify Emergency Health Services Branch upon staff terminations and return of the ID card.

Frontenac Paramedic Services has yet to recover the outstanding employee card as the paramedic has retired. The Service Provider is reporting the card as lost. Frontenac Paramedic Services is committed to maintaining their high standard of practice for all future applications and ID card practices. **Frontenac Paramedic Services is committed to compliance in this area.**

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Appendix A HRI Review Summary Table

Employee #	Missing File Information
12930	• Poliomyelitis (3 doses if unknown and given recently).
12931	• Poliomyelitis (3 doses if unknown and given recently).
10598	• Canadian Triage and Acuity Scale (2001) C8. • Ambulance Call Report (2002)* A6.

Appendix B ACR Summary Tables Patient Carried Calls Code 4 & 3

Call Number	Documentation Issue	Driver #	Attendant #
All ACRs	• Hospital Registration/Health Card No. • Crew initials for procedures. • Primary problem code. • Base Hospital No. • Hospital No.		
942001359913	• Back/Pelvis.	12991	46863
942001359335	• Trauma injury site/type.	36416	22908
942001358986	• Postal Code.	10631	11685
942001384475	• Medicine or Procedure.	77667	10488
942001381119	• Secondary Problem.	12429	50754
942001378541	• Trauma injury site/type.	15151	11608
942001371327	• Skin (1st Assessment).	68249	14272
942001382934	• Postal Code.	95529	62734
942001375324	• Postal Code.	19869	21825
942001383767	• Medicine or Procedure. • Vitals x 2 minimum and as call indicated.	13278	44692
942001371288	• Fluid Balance.	13905	11608
942001377152	• Fluid Balance.	19290	15397
942001361456	• Chief Complaint.	46863	10631
942001361362	• Fluid Balance.	28934	62967
942001361324	• Initials (on ALS skills).	18524	15756
942001361780	• Medicine or Procedure.	39434	19288
942001361655	• Trauma injury site/type.	21804	10631
942001361706	• Chief Complaint.	10631	21804
942001361981	• Chief Complaint.	15724	13280
942001362376	• Medicine or Procedure.	19260	18520
942001362625	• Medicine or Procedure.	12991	12675
942001363108	• Chief Complaint.	15725	15036
942001364577	• Medicine or Procedure.	70084	19290
942001354332	• Postal Code.	12931	10598
942001351451	• Fluid Balance.	36416	22908
942001351907	• Fluid Balance.	13161	10311
942001351746	• Fluid Balance.	11509	12931
942001352011	• Medicine or Procedure.	36416	22908
942001353730	• Fluid Balance. • Medicine or Procedure.	13161	10311
942001353471	• Fluid Balance.	12172	11608

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Call Number	Documentation Issue	Driver #	Attendant #
942001354953	• Vitals x 2 minimum and as call indicated.	19289	50754
942001355815	• Fluid Balance.	13161	12930
942001352795	• Fluid Balance.	12675	12991

Patient Carried Calls Code 2 & 1

Call Number	Documentation Issue	Driver #	Attendant #
942001366838	• Chief Complaint.	12405	15811
942001369725	• Chief Complaint.	10418	20413
942001369440	• Chief Complaint.	12405	15811
942001367841	• Chief Complaint.	12931	11509
942001366566	• Chief Complaint.	12931	11509
942001353713	• Chief Complaint.	19288	15811
942001354144	• Chief Complaint.	46863	17362
942001354403	• Chief Complaint.	19288	15811
942001355572	• Chief Complaint.	95529	45500
942001355633	• Chief Complaint.	13905	18521
942001336300	• Postal Code. • Chief Complaint. • Medications. • Allergies.	12904	14272
942001353636	• Postal Code. • Initials (on ALS skills).	50746	30797
942001337935	• Chief Complaint. • Relevant Past History. • Medications. • Allergies.	15397	20049
942001353915	• Chief Complaint.	18528	10631
942001354662	• Vitals x 2 minimum,/ and as call indicated.	19289	17362

Non Patient Carried Calls

Call Number	Documentation Issue	Driver #	Attendant #
942001355146	• Postal Code.	11509	12931

Patient Refusal of Service Section

Call Number	Documentation Issue	Driver #	Attendant #
942001357491	• Witness Signature.	15036	14321

Appendix C Paramedic Ride-Out Summary Observation Tables

Call Observation Summary							
CALL	942001401328	VEHICLE NO:	4126	PRIORITY	OUT: 3	IN: 3	
MEDIC #1	18534	MEDIC #2	46863	CALL TYPE:	MEDICAL		
Call Sequence				Y	P	N	NA
Pre-Call Completed to Standard				☒			
Scene Survey Completed to Standard				☒			
Communications with CACC according to Standard				☒			
Primary Assessment Performed to Standard				☒			
Transport Decision Appropriate to Patient Assessment				☒			
Patient History to Standard				☒			
Vital Signs (2 complete sets)				☒			
All Medication Interventions to Standard							☒
All Cardiac Monitoring/Defibrillation Interventions to Standard				☒			
Patient Care Provided to Standard				☒			
Secondary Assessment to Standard				☒			
Movement of Patient According to Patient Presentation				☒			
Transport Decision and Return Code According to Patient Condition				☒			
Patient Care Enroute According to Standard				☒			
Reporting to Receiving Staff According to Standard				☒			
Post Call Duties Completed as Appropriate				☒			

Call Observation Summary							
CALL	942001401319	VEHICLE NO:	4126	PRIORITY	OUT: 4	IN: 3	
MEDIC #1	46863	MEDIC #2	18534	CALL TYPE:	TRAUMA		
Call Sequence				Y	P	N	NA
Pre-Call Completed to Standard				☒			
Scene Survey Completed to Standard				☒			
Communications with CACC according to Standard				☒			
Primary Assessment Performed to Standard				☒			
Transport Decision Appropriate to Patient Assessment				☒			
Patient History to Standard				☒			
Vital Signs (2 complete sets)				☒			
All Medication Interventions to Standard							☒
All Cardiac Monitoring/Defibrillation Interventions to Standard				☒			
Patient Care Provided to Standard				☒			
Secondary Assessment to Standard				☒			
Movement of Patient According to Patient Presentation				☒			
Transport Decision and Return Code According to Patient Condition				☒			
Patient Care Enroute According to Standard				☒			
Reporting to Receiving Staff According to Standard				☒			
Post Call Duties Completed as Appropriate				☒			

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Call Observation Summary							
CALL	942001401074	VEHICLE NO:	4126	PRIORITY	OUT: 4	IN: 3	
MEDIC #1	18534	MEDIC #2	46863	CALL TYPE:	TRAUMA		
Call Sequence				Y	P	N	NA
Pre-Call Completed to Standard				☒			
Scene Survey Completed to Standard				☒			
Communications with CACC according to Standard				☒			
Primary Assessment Performed to Standard				☒			
Transport Decision Appropriate to Patient Assessment				☒			
Patient History to Standard				☒			
Vital Signs (2 complete sets)				☒			
All Medication Interventions to Standard							☒
All Cardiac Monitoring/Defibrillation Interventions to Standard				☒			
Patient Care Provided to Standard				☒			
Secondary Assessment to Standard				☒			
Movement of Patient According to Patient Presentation				☒			
Transport Decision and Return Code According to Patient Condition				☒			
Patient Care Enroute According to Standard				☒			
Reporting to Receiving Staff According to Standard				☒			
Post Call Duties Completed as Appropriate				☒			

Call Observation Summary							
CALL	942001401034	VEHICLE NO:	4126	PRIORITY	OUT: 3	IN: 3	
MEDIC #1	46863	MEDIC #2	18534	CALL TYPE:	MEDICAL		
Call Sequence				Y	P	N	NA
Pre-Call Completed to Standard				☒			
Scene Survey Completed to Standard				☒			
Communications with CACC according to Standard				☒			
Primary Assessment Performed to Standard				☒			
Transport Decision Appropriate to Patient Assessment				☒			
Patient History to Standard				☒			
Vital Signs (2 complete sets)				☒			
All Medication Interventions to Standard							☒
All Cardiac Monitoring/Defibrillation Interventions to Standard				☒			
Patient Care Provided to Standard				☒			
Secondary Assessment to Standard				☒			
Movement of Patient According to Patient Presentation				☒			
Transport Decision and Return Code According to Patient Condition				☒			
Patient Care Enroute According to Standard				☒			
Reporting to Receiving Staff According to Standard				☒			
Post Call Duties Completed as Appropriate				☒			

Appendix D Vehicle Equipment and Supplies Summary Table

MOHLTC Vehicle No.	Audit Findings	MOHLTC Vehicle No.	Audit Findings
4123	<u>Oxygen/Suction Equipment and Accessories</u> Airways, nasopharyngeal (incomplete range of sizes to accommodate adult patients).	4125	<u>Oxygen/Suction Equipment and Accessories</u> - Airways, nasopharyngeal (incomplete range of sizes to accommodate adult patients). - Missing some suction catheters (#10 F and #14 F).
4129	<u>Driver's Compartment</u> - Not clean and sanitary condition. <u>Patient Care Compartment</u> - Floor is not clean. <u>Oxygen/Suction Equipment and Accessories</u> - Airways, nasopharyngeal (incomplete range of sizes to accommodate adult patients). - missing some suction catheters (#10 F and #14 F).	4131	<u>Kits</u> - Site co-ordinator vest, not MOL compliant. - Missing vests, high visibility.
4176	<u>Kits</u> - Missing multi-casualty incident (MCI) reference card. - Site co-ordinator vest, not MOL compliant. - missing vests, high visibility. <u>Blankets/Linens</u> - Missing blankets.	4181	<u>Oxygen/Suction Equipment and Accessories</u> - Airways, nasopharyngeal (incomplete range of sizes to accommodate adult patients). <u>Blankets/Linens</u> - Missing pillow. <u>Intravenous and Drug Kit</u> - Missing intraosseous (IO) needles (2 each size).
4184	<u>Safe Mechanical Condition</u> - Front Fire extinguisher Annually (5 lb.) expired. - Rear Fire extinguisher Annually (5 lb.) expired. <u>Kits</u> - Site co-ordinator vest, not MOL compliant. - Missing vests, high visibility.		

Appendix E Oxygen, Suction & Defibrillator Summary Table

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Battery Powered Portable Suction Unit	L51001604	30-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L51001609	31-03-2016	07-09-2015	18-03-2015

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Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Battery Powered Portable Suction Unit	L51001574	31-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L51001651	30-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L61002495	30-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L61002488	25-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L61002497	30-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L51001650	30-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	L51007755	31-03-2016	07-09-2015	18-03-2015
Battery Powered Portable Suction Unit	130401A0529	30-03-2016	07-09-2015	18-03-2015

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Defibrillator	38315327	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38323331	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38315324	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38315329	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38315325	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38323265	28-10-2015	23-10-2014	10-10-2013
Defibrillator	39000259	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38999824	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38999826	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38999821	28-10-2015	23-10-2014	10-10-2013
Defibrillator	38999811	28-10-2015	23-10-2014	10-10-2013

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Flow Meter #1	644424	30-03-2016	07-09-2015	18-03-2015
Flow Meter #1	656290	31-03-2016	07-09-2015	18-03-2014
Flow Meter #1	638097	30-03-2016	07-09-2015	18-03-2015
Flow Meter #1	638093	28-03-2016	07-09-2015	18-03-2015
Flow Meter #1	656293	29-03-2016	07-09-2015	Missing
Flow Meter #1	644421	29-03-2016	07-09-2015	18-03-2015
Flow Meter #1	612242	31-03-2016	07-09-2015	18-03-2015

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Flow Meter #2	6609712	29-03-2016	07-09-2015	Missing
Flow Meter #2	620925	25-03-2016	07-09-2015	Missing
Flow Meter #2	660973	30-03-2016	07-09-2015	18-03-2015
Flow Meter #2	660972	29-03-2016	07-09-2015	18-03-2015

Emergency Health Services Branch – Ministry of Health and Long-Term Care

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
On-Board Suction	806027	30-03-2016	07-09-2015	18-03-2015
On-Board Suction	091527	30-03-2016	07-09-2015	18-03-2015
On-Board Suction	110107	30-03-2016	07-09-2015	18-03-2015
On-Board Suction	915901203	30-03-2016	New	New
On-Board Suction	0810200	31-03-2016	Missing	Missing
On-Board Suction	100036	29-03-2016	Missing	New
On-Board Suction	0711165	30-03-2016	Missing	Missing
On-Board Suction	110112	30-03-2016	07-09-2015	18-03-2015
On-Board Suction	110121	31-03-2016	07-09-2015	18-03-2015
On-Board Suction	110118	31-03-2016	New	New
On-Board Suction	0711172	30-03-2016	Missing	New
On-Board Suction	091686	28-03-2016	07-09-2015	18-03-2015
On-Board Suction	110110	30-03-2016	07-09-2015	New
On-Board Suction	0506019	25-03-2016	Missing	Missing

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Other – CPAP	34312791	25-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312789	24-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312533	30-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312802	28-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312601	29-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312694	25-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312790	25-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312415	30-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312392	31-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312706	24-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312697	25-03-2016	07-09-2015	18-03-2015
Other – CPAP	34312803	25-03-2016	07-09-2015	18-03-2015

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Portable O2 Regulator	592785	24-03-2016	07-09-2015	Missing
Portable O2 Regulator	612255	28-03-2016	07-09-2015	Missing
Portable O2 Regulator	638084	31-03-2016	07-09-2015	Missing
Portable O2 Regulator	644373	28-03-2016	07-09-2015	18-03-2015
Portable O2 Regulator	000915897	29-03-2016	07-09-2015	Missing
Portable O2 Regulator	OT495766	31-03-2016	07-09-2015	Missing
Portable O2 Regulator	621425	30-03-2016	Missing	Missing
Portable O2 Regulator	621424	30-03-2016	07-09-2015	Missing
Portable O2 Regulator	592784	31-03-2016	07-09-2015	18-03-2015
Portable O2 Regulator	621427	30-03-2016	07-09-2015	Missing

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Portable O2 Ventilator	AL51892007	29-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL51962007	29-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL51992007	30-03-2016	07-09-2015	18-03-2015

Emergency Health Services Branch – Ministry of Health and Long-Term Care

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Portable O2 Ventilator	AL52142007	30-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52072007	29-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52052007	28-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52132007	31-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL49682006	29-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52092007	31-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52152007	30-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52172007	30-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52022007	28-03-2016	07-09-2015	18-03-2015
Portable O2 Ventilator	AL52002007	30-03-2016	07-09-2015	18-03-2015

Oxygen / Suction / Defibrillator Testing				
Device	Serial Number	Testing Date	Testing Date	Testing Date
Vehicle Main Regulator	623	25-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	660979	30-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	ot39060	28-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	51854	28-03-2016	07-09-2015	Missing
Vehicle Main Regulator	ot549063	29-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	638862	30-03-2016	07-09-2015	Missing
Vehicle Main Regulator	660977	31-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	638867	30-03-2016	07-09-2015	Missing
Vehicle Main Regulator	610934	25-03-2016	07-09-2015	18-03-2015
Vehicle Main Regulator	638863	30-03-2016	07-09-2015	Missing

Appendix F Stretcher Maintenance Summary Table

Stretcher Maintenance				
Stretcher Type	Serial Number	Last Inspection	Previous Inspection Date	Previous Inspection Date
Cot multilevel lift in	06006070	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	L795939	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	06006072	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	L770544	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	06006069	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	06016660	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	07044626	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	07044627	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	07044628	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	07044629	21-03-2016	15-12-2015	07-09-2015
Cot multilevel lift in	07054748	21-03-2016	15-12-2015	07-09-2015

Stretcher Maintenance				
Stretcher Type	Serial Number	Last Inspection	Previous Inspection Date	Previous Inspection Date
Lifting chair	09C036827	21-03-2016	15-12-2015	07-09-2015
Lifting chair	JJ302845	21-03-2016	15-12-2015	07-09-2015
Lifting chair	8C003932	21-03-2016	15-12-2015	07-09-2015
Lifting chair	12C064985	21-03-2016	15-12-2015	07-09-2015

Emergency Health Services Branch – Ministry of Health and Long-Term Care

Stretcher Maintenance				
Stretcher Type	Serial Number	Last Inspection	Previous Inspection Date	Previous Inspection Date
Lifting chair	JJ035935	21-03-2016	15-12-2015	07-09-2015
Lifting chair	11C071535	21-03-2016	15-12-2015	07-09-2015
Lifting chair	275618	21-03-2016	15-12-2015	07-09-2015
Lifting chair	08C007874	21-03-2016	15-12-2015	07-09-2015
Lifting chair	15C116793	21-03-2016	15-12-2015	07-09-2015
Lifting chair	08C006925	21-03-2016	15-12-2015	07-09-2015

Stretcher Maintenance				
Stretcher Type	Serial Number	Last Inspection	Previous Inspection Date	Previous Inspection Date
Stretcher adjustable	L629044	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	036553	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	L65311	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	L282986	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	18034	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	032488	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	034260	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	L310601	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	035003	21-03-2016	15-12-2015	07-09-2015
Stretcher adjustable	06000254	21-03-2016	15-12-2015	07-09-2015

Appendix G Abbreviations

Glossary of Abbreviations			
ACRONYM	MEANING	ACRONYM	MEANING
ACP	Advanced Care Paramedic	ER	Emergency Room
ACR	Ambulance Call Report	EORR	Education, Operational Readiness and Regulations
ACS	Ambulance Communications Service	ERV	Emergency Response Vehicle
ADDAS	Ambulance Data Direct Access System	ESU	Emergency Support Unit
ACO	Ambulance Communications Officer	GCS	Glasgow Coma Scale
AEMCA	Advanced Emergency Medical Care Assistant	GPS	Global Positioning System
ALS	Advanced Life Support	IC	Inspections and Certifications
ASCDs	Ambulance Service Communicable Disease Standards	LAISC	Land Ambulance Implementation Steering Committee
ASDS	Ambulance Service Documentation Standards	LASCS	Land Ambulance Service Certification Standards
ASPC & TS	Ambulance Service Patient Care and Transportation Standards	MOHLTC	Ministry of Health and Long-Term Care
ASR	Ambulance Service Review	MTO	Ministry of Transportation
AVL	Automatic Vehicle Locator	OAPC	Ontario Association of Paramedic Chiefs
BLS	Basic Life Support	OASIS	Ontario Ambulance Service Information System
CACC	Central Ambulance Communications Centre	O2	Oxygen
CCP	Critical Care Paramedic	OPLA & ERVS	Ontario Provincial Land Ambulance & Emergency Response Vehicle Standard
CME	Continuing Medical Education	P&P	Policy and Procedure
CO	Communications Officer	PCP	Primary Care Paramedic
CPR	Cardiopulmonary Resuscitation	PESFOAS	Provincial Equipment Standards For Ontario Ambulance Services
CTAS	Canadian Triage & Acuity Scale	RFO	Regional Field Office EHSB
DSSAB	District Social Services Administration Board	RTC	Regional Training Co-ordinator
EHSB	Emergency Health Services Branch	SR	Symptom Relief
EMA	Emergency Medical Attendant	UTM	Upper Tier Municipality
EMCA	Emergency Medical Care Assistant	VIN	Vehicle Identification Number
EMS	Emergency Medical Service(s)		

Emergency Health Services Branch – Ministry of Health and Long-Term Care

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Report 2017-058

Information Report to Council

To: Warden and Council Members of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017

Re: Corporate Services – Finance – 2017 Reserve and Reserve Funds

Recommendation

This Report is for information purposes only.

Background

Council adopted a Reserve and Reserve Fund Policy in May 2015, which aligned the requirements and long term direction of Council.

Reserve and Reserve funds are defined in six categories:

1. Operating Reserves
2. Capital Reserves
3. Levy Stabilization Reserves
4. Strategic Project Reserves
5. External Agency Reserves
6. Restricted Reserves

Comment

Council maintained its commitment to the Reserve and Reserve Fund Policy during its 2017 budget deliberations.

Operating Reserves: A new operating reserve for County activities, such as asset condition assessments, compensation reviews, actuarial assessments, etc. which occur on an intermittent basis was established in 2016.

The Fairmount Severance Reserve was fully depleted in 2016, but it is anticipated that the annual allocations of \$30,000 will be adequate moving forward.

FPS Severance Reserve: The 2017 budget included a new allocation of \$30,000 to this reserve to ensure adequate funds are maintained. Previously there was no allocation to the FPS Severance Reserve. The initial balance was provided to the County from the Province at the time of transition and has been steadily decreasing.

The FRC Sustainability Reserve has been key in supporting the extensive costs related to OMB hearings in 2016 and 2017. Council approved an additional allocation to this reserve in 2016 to bring it to a more sustainable balance. The cost of the Communal Services project will require \$80,000 in 2017.

Capital Asset Management Reserves

Caution: The Capital Asset management Reserves are below the amount recommended by Public Sector Digest in their Asset management Review. However, the current plan of a .65% increase per year (2017 is year three of ten) included the potential for borrowing in the land and building assets category. Ongoing monitoring is required.

FPS is awaiting a new defibrillator model before replacing all these units, rather than replacement on a regular schedule. The only equipment replaced in 2017 are tough books and CO2 detectors.

As the Capital Asset Management Reserve does not currently anticipate the acquisition of any new capital assets, the additional amount for the stretcher replacement was added in 2017, increasing the annual allocation by \$108,000.

It is estimated that the Land Acquisition Reserve will be depleted in 2017 to facilitate completion of the K&P Trail.

The 2017 budget included the Work Order software, which, once implemented, should provide more accurate information with respect to asset replacement requirements. Staff will re-evaluate reserve requirements at that time.

Stabilization Reserve: The 2016 deficit, \$101,794, was allocated to the Stabilization Reserve and \$38,582 was estimated as the 2017 budget mitigation requirement. Council approved two project proposals, the competency review and the County's share of the Fairmount Administration air conditioning project to be funded from this reserve. The target threshold for this reserve is 15% of the levy. The balance of this reserve is currently below the \$1.4 million target.

Caution: The Stabilization Reserve is below the amount recommended by KPMG in the Service Delivery and Organizational Review. Ongoing monitoring is required.

Strategic Regional: This reserve will continue to be utilized for the projects identified by Council, which include Seniors Housing, Economic Development and Community Improvement plans. No new allocations are included.

WSIB Reserves: These have been established to support the Council direction to move to WSIB Schedule 2 for Land Ambulance, Ferry and Municipal Operations. The budget

continues to anticipate the WSIB payroll costs as with Schedule 1, but these amounts are transferred to the respective reserves. Until the reserve balances can fully support the insurance and ongoing claims payments the difference will be taken from the Stabilization reserve, but will be replenished to that reserve in future years.

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

The following table reflects the 2016 audited year end balances and 2017 budget allocations.

2017 Reserve and Reserve Funds

	2016 Actual	2017 Budgeted Year End Balances	Variance		Target Balance
	\$	\$	\$	%	
Operating	1,946,916	1,949,987	3,071	0.16	Meets current requirements
Asset Reserves	6,315,104	6,368,356	53,252	0.84	Underfunded – ongoing review and annual allocation
External Agency Reserves	504,812	526,212	21,400	4.24	Meets current requirements
Strategic Regional Reserves*	2,568,120	2,093,869	-474,251	-18.47	Meets current requirements
FRC Stabilization Reserve	1,239,904	1,154,895	-85,009	-6.86	Underfunded
Legally Restricted	195,470	177,158	-18,312	-9.37	Meets current requirements
FRC Federal Gas Tax Reserve Fund	476,072	304,461	-171,611	-36.05	
Total	13,246,399	12,574,938	-671,460	-5.07	

* Only the Frontenac Islands Seniors Housing project is underway in 2017. Disbursements for these projects have not been reflected in the reserve balances as the timing is not known.

19.7% of the reserve balance is held jointly with the City of Kingston for Land Ambulance and Fairmount Home. From a policy perspective, in terms of adjusting reserve targets, no changes are recommended in Reserves and Reserve Funds at this time.

Organizations, Departments and Individuals Consulted and/or Affected



Report 2017-059

Information Report to Council

To: Warden and Members of County Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Angelique Tamblyn and Julie Boucher, Executive Assistants
Kelly Pender, Chief Administrative Officer

Date of meeting: April 18, 2017

Re: Office of the CAO – Lean Project Year End Update

Recommendation

This report is for information purposes only.

Background

The County of Frontenac is committed to quality services and continuous improvement in all of our processes. As well, we are committed to ensuring that our staff receive relevant and meaningful training to support these objectives.

The Service Delivery and Organizational Review (SDOR) conducted by KPMG in 2013/14 recommended that:

17 Determine three processes that would benefit from a lean 6 sigma investment and implement one blitz Kaizen per year.

The County approved a submission from LTS consulting to provide leadership and training in Lean 6 Sigma. This has been ongoing since 2015 and Council has received a presentation from LTS on lean principles and approaches, as well as presentations on major projects as they have been completed. The purpose of this report is to provide a more comprehensive account of achievements to date.

Process improvements through this initiative have been led by our Lean Implementation Frontenac Team (LIFT) members. Our goal is to train a sufficient number of team members across the organization to instill a culture of continuous improvement.

Essentially to make it second nature to question the “way things are done around here”. Never, as change for change’s sake, but always with a view towards standardizing processes, removing unnecessary steps, efficient use of resources and ensuring that right person is assigned to a task. Lean improves safety, quality, costs, efficiencies and service delivery, as well as helping to create time for quality improvement to be a part of everyday routine activity.

LIFT members are expected to take the training course and lead a minimum of one major process improvement project each year post training. Additionally, members are also expected to provide support to other LIFT members and champion the Lean program within our organization and our community. Our target for projects to date has been to work on tasks that are “pain points” for staff and customers. This approach has helped to build trust in Lean and LIFT.

It is also important to note that Lean always takes into account the voice of the customer. In some instances this customer is a patient, resident or a citizen, in other instances, the customer is another internal department. Whether the customer is internal or external, the end result is an improved service delivery.

The Lean process involves a five step process known as the DMAIC cycle. DMAIC stands for:

Define: development of a clear articulation of the problem to be solved and identification of the customer.

Measure: the establishment of baseline data for the current situation or process.

Analyze: the identification and validation of the root cause of the problem statement.

Improve: Identify, test and implement solutions.

Control: Monitoring improvements and refining solutions where necessary.

Moving forward, we will be looking to train one or two LIFT members as Black Belts that are able to provide training and provide overall leadership for the program. This will make us largely self-sufficient by the end of 2018. The Green Belt LIFT members will be meeting on April 19, 2017 to finalize a plan moving forward.

Summary of Personnel/Projects to Date:

Yellow Belts Wave 1:

Emily Shoniker, Paul Norris, Tom Mercer, David Millard, Susan Brant, Chris McBain, Kevin Farrell, Ryan Dixon, Tina Abraham-Banouvong,

Yellow Belts Wave 2:

Barbara McCulloch, Candace Keller, Chelsea Shogren, Emily McMillan, Gale Chevalier, Jannette Amini, Lisa Hirvi, Reid Shepherd, Richard Russell, Tammy McConnell

Green Belts:

Susan Brant, Chris McBain, Kevin Farrell, Ryan Dixon, Tina Abraham-Banouvong, David Millard

Yellow Belts Wave 1 Projects:

- Payroll Action Form – Complete
- Planning Application Process – Complete
- Work Order System – Implementation in progress
- Ferry Boarding/Cash Handling – To be finalized
- Petty Cash Reimbursement – Complete

Yellow Belts Wave 2 Projects:

A3 reports attached as Appendix A

1. Return to Work (RTW) and Accommodation (Yellow Belts: Chelsea Shogren, Barb McCulloch)

Project start date: August 24, 2016 and project end date, April 30, 2017

Problem Statement

The current RTW and Accommodation process lacks clear communication among the stakeholders. Their roles, accountabilities and consistency in implementation, which creates decreased staff morale and operational inefficiency.

2. Departing Employees

3. Records Management/ Archives (Jannette Amini and Emily McMillan)

Project start date July 14, 2016, Project End Date: TBD

Problem Statement

The inconsistencies in the records management process due to the current state of the records room, its restricted access, inconsistent box labelling and safety concerns around retrieval and additions has generated a lengthy process for staff and created a sense of frustration.

Project Aim

- All boxes in the archive room will be labeled
- Any employee will be able to retrieve any record in 3 minutes or less
- There will be an annual shred date in which all records that have reached their retention date will be destroyed
- All boxes will not weigh more than 20 lbs

- The records room will go through a 5s to ensure that records can be easily archived, tracked and retrieved when required

4. Quality Assurance

5. Equipment Malfunction/breakage - Project start date September 13, 2016

Problem Statement:

The current process for broken equipment no longer meets the demands of staff. Roles and responsibilities are unclear, leading to delays in processing and/or repair of necessary equipment.

Project Aim

Project Band-Aid's goal is to educate and engage staff in efficient processes with the aim of 100% reporting of broken and faulty equipment. This will reduce delays in repair and replacement of all necessary materials to less than one day.

Comment

The following is an overview of the Lean 6 Sigma projects completed to date:

Petty Cash Reimbursement

Some staff currently make significant out-of-pocket purchases on behalf of the corporation for which they are reimbursed. A process change will decrease the requirement for staff to use personal funds and wait for reimbursement.

Human Resources Action Form

The current process of communicating staff changes inter-departmentally is cumbersome and causes delays in processing important information. Departmental requirements have been identified and the process improvements will expedite the notification of employee changes.

Planning Application Process

There are many areas within the Planning Application Process that the County cannot control (i.e., pre-consultation, periods reserved for comments from outside agencies). However improvements to the process will reduce bottlenecks, rework and accelerate the financial recovery of expenses from developers.

Medium Scope and Time Frame

An opportunity for improvement was discovered during the analysis of the current cash-handling process for the Howe Island Ferry fares. Analysis of the process has identified a need to further review measures during the peak ferry season before completion of the project.

Without a clear standardized work order system, all departments are currently processing work requests differently. Analysis of each department's work order process identified inefficiencies and wastes creating a similar opportunity for improvement.

Frontenac Lean Program includes 6 training days for Yellow Belt, facilitation of a Lean Six Sigma Project and project team days to analyze, improve and control.

Other Continuous Improvement Projects

Using their Lean skills, members are encouraged to undertake other continuous improvement projects with the aim being to standardize processes, reduce errors/waste and improve organizational efficiency. A sampling of projects is provided below.

Human Resources (HR) has moved to electronic systems to create more efficiency in processing and reporting providing easier access to information in the following areas:

- File competitions and related documentation
- Completion of new hire paper work
- Competency based reference checks
- Exit Interview Survey

Legislative Services

- Implementation of TOMRMS for efficient records storage and retrieval
- New contract with Shred-It for shared services to eliminate the lengthy shredder wait times for staff
- Key County documents required by Council can now be found on iCompass under the Council Reference Manual tab
- Weekly electronic distribution of correspondence

Fairmount

Staff Stat – online software that allows the Administrative Clerk/Scheduler or after hours designates (Registered Nurses and Cooks) to contact employees for shifts, using the employees preferred method of communication e.g. app, telephone, email, and/or text. Staff Stat was implemented on November 14, 2016 for nursing staff and December 19, 2016 for support services staff. Based on results to-date, efficiencies are estimated at 650 hours per year (0.33 FTE) which allows Administrative Clerks, RNs and Cooks to redirect time saved to other duties.

- Surge Learning – an innovative learning management system designed for training and continuous learning for staff in health care and other service industries. Surge was implemented in 2016 for Fairmount employees to facilitate the mandatory training requirements under the *Long Term Care Homes Act* (LTCHA). In 2016, a hybrid approach was used where staff attended one of two mandatory training sessions, and the Surge training modules were presented to the group. Beginning in 2017, staff will be self-training. Furthermore, Surge is being used during orientation of new staff. This new approach to mandatory

training helps to meet the LTCHA requirements with reduced hours for preparation and delivery of material by the management team.

- Incontinence products – Over budget in 2015. Staff and Residents were unsatisfied with product and a new supplier was chosen based on product and price point. Personal Support Workers (PSW) were designated on each unit as super users and received additional training. In turn, they helped lead in-services to ensure all staff were knowledgeable in product selection and application methods. The latest incontinent product implementation has been a success and costs are currently under budget.
- Fairmount environmental services is currently transitioning to a new hand soap system across the facility. The transition decision is rooted in cost and waste reduction/elimination as the annual cost for hand soap purchase for Residents, staff and public use is approximately \$4200.00. Case studies at similar sites conducted on the new product have shown initial cost savings of 25%, product waste reduction of 100% and product related waste reductions between 50-60%.
- Combining the use of centralized dispensers for bulk product and reusable point of service containers with adjustable wall mounted units will assist us in meeting our financial and strategic targets going forward.
- Fairmount identified the need to replace the carpet extraction cleaner for the home in 2016. In conjunction with the department selection criteria, a new unit was developed addressing a number of deficiencies with the previous model. The new unit is battery-powered and cordless, self-propelled and has increased cleaning capacity – both with physical space and range. The housekeeping department has since seen a time savings for extraction cleaning of the home's carpets of approximately 6.5 labour hours per unit. What was previously a labour intensive 2-person operation requiring multiple "refills" and stretching over 4 days can now be accomplished by a single staff in 1.5 hours. Carpets are extraction cleaned twice annually and required 48 total labour hours to complete. With the new cleaner total annual labour time will be reduced to about 12 hours.

Paramedics

Lean project 2015 Logistics continues to be monitored with:

- 20 % less kms travelled by preplanning and sticking to scheduled activities
- 20 % less stock in Bulk Stores and 20% more at each station
- Minor building maintenance performed by the Logistics staff continues and has been cost effective
- Working every 2nd Saturday has assisted with reducing the Logistics busy workload of Mondays

Lean / Efficiency projects from 2016 included:

- "Project Band-Aid"; Recommendations soon to be released in April 2017 - repairs/malfunctions process.

- “Project Work Order” Recommendations to be in conjunction with the new WO/PO Software purchase in spring 2017.

Other “Efficiency” in 2016:

- **Administrative Assistant relocated:** AA was relocated to Fortune Station. Greater efficiencies with OPS/Logistics.
- **Uniforms relocated to Fortune:** Under the direction of the Administrative Assistant and where staff pop in and out of every day.
- **ESU analyses and small lean:** Reduced the stock by 10% and streamlined the location of items for ease of accessibility.
- **Shift Envelope process** now starts at Fortune. We collect, KA processes. (Prior they went to Fortune, then Lisa, then the Sups, then back to County to file.)
- **WSIB process now starts at Fortune** Sups collect paperwork, KA processes and then once the docs are completed KA files and sends to our OHN.
- **Modify Workers report to Fortune:** reporting to Superintendents who have greater knowledge of “critical items they can assist with immediately.

Planning and Economic Development

- Draft site visit worksheets are being prepared for both North and Central Frontenac to ensure all key planning issues are dealt with on-site and to prepare follow up on agency comments.
- Planning application forms for North and Central are being revised to make it easier for citizens to understand the approval process.
- Check list for grant applications created for internal use and used by member municipalities.

Sustainability Implications

Good governance is critical to the sustainability of a community and provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees to aid in good decision-making.

Financial Implications

Lean improves safety, quality, costs, efficiencies and service delivery. Lean helps create time for quality improvement to be part of everyday routine activity.

Organizations, Departments and Individuals Consulted and/or Affected

Directors
LIFT Members



Report 2017-060

Council Information Report

To: Warden and Council of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017

Re: Corporate Services – 2016 County of Frontenac Investment Report

Recommendation

This report is for information purposes only.

Background

On January 20, 2016, County Council adopted By-law 2016-001, a By-law to adopt an investment policy and is attached as Appendix A that outlines objectives, standards of care, and investment parameters to be considered when investing any surplus funds retained by the County. The policy requires that the Treasurer report to Council annually on investment activities as per the requirements under Ontario Regulation 438/97.

After County staff conducted a competitive process to identify an investment management firm, Council passed by-law 2016-026 to authorize a contract be undertaken with Johnson, Johnston and Macrae Investment Management services.

Comment

The Performance benchmark identified in the policy suggests that the market yield should be higher than the rate given by the County's bank, which is currently 95% (quoted as the prime rate, 2.7% less 75%).

All investments were made in accordance with the County's Investment policies and goals. The following provides a list of the current investments held by the County.

2016 Investment Performance - General Account						
Investment	Date Invested	Date Sold	Book Value	2016 Income	2016 Return	Annualized Return
Cash	10/11/2016		\$ 2,417,181.91	\$ 4,520.17	0.19%	1.00%
CIBC FUL (NON 1.6% 14NOV17) - 1 YR GIC	15/11/2016		\$ 1,000,000.00	\$ 2,016.44	0.20%	1.60%
CIBC FUL (NON-1.7% 7DEC18) - 2-YR GIC	08/12/2016		\$ 250,000.00	\$ 267.81	0.11%	1.70%
TDBK DEP NT 2.621% 22DEC21	06/12/2016		\$ 459,318.00	\$ 597.31	0.13%	1.90%
RBC FXD 20/C 2.99% 6DEC19 - STRIP BOND	09/12/2016		\$ 249,999.09	\$ 265.68	0.11%	1.76%
PKG-ON S 1.75% 2JN17	29/11/2016		\$ 1,289,600.00	\$ 2,151.79	0.17%	1.90%
Total Portfolio	10/11/2016		\$ 5,666,099.00	\$ 9,819.20	0.17%	1.24%
LESS: Investment Fees				\$ (886.74)		
2016 Portfolio Return	10/11/2016		\$ 5,666,099.00	\$ 8,932.46	0.16%	1.13%
*Add: TD MONTHLY GIC	15/05/2016	15/07/2016	\$ 6,000,000.00	\$ 10,989.13	0.18%	1.10%
Total Investment Income				\$ 20,808.33		
2016 Investment Performance - Capital Account						
Investment	Date Invested	Date Sold	Book Value	2016 Income	2016 Return	Annualized Return
Cash	10/11/2016		\$ 233,998.00	\$ 432.95	0.19%	1.00%
BNS FXS 2019 FLTGT RT 2024 10/18/2019	16/11/2016		\$ 1,035,000.00	\$ 2,299.72	0.22%	1.80%
2016 Portfolio Return	10/11/2016		\$ 1,268,998.00	\$ 2,732.67	0.22%	1.54%
*Add: TD MONTHLY GIC	15/05/2016	15/07/2016	\$ 1,200,000.00	\$ 2,197.83	0.18%	1.10%
Total Investment Income				\$ 4,930.50		
*TD Monthly GICs were not part of our investment portfolio with JIM and excluded from 2016 Portfolio Return calculations						

2016 Investment Performance - Joint FPS Reserve					
Investment	Date Invested	Book Value	2016 Income	2016 Return	Annualized Return
Cash	11-10-2016	\$ 39,985.00	\$ 147.36	0.37%	1.00%
RBC FXD 20/C 2.99% 6DEC19	11-16-2016	\$ 518,200.00	\$ 1,099.28	0.21%	1.72%
PKG-ON S 1.75% 2JN17	11-29-2016	\$ 198,400.00	\$ 320.71	0.16%	1.84%
Total Portfolio	11-10-2016	\$ 756,585.00	\$ 1,419.98	0.19%	1.34%
LESS: Investment Fees			\$ (74.13)		
2016 Portfolio Return	11-10-2016	\$ 756,585.00	\$ 1,345.85	0.18%	1.27%

2016 Investment Performance - Federal Gas Tax					
Investment	Date Invested	Book Value	2016 Income	2016 Return	Annualized Return
Cash	11-28-2016	\$ 242,213.00	\$ 232.29	0.10%	1.00%
1-YR GIC	11-29-2016	\$ 242,213.00	\$ 339.76	0.14%	1.60%
Total Portfolio	11-28-2016	\$ 484,426.00	\$ 572.05	0.12%	1.31%
LESS: Investment Fees			\$ (8.97)		
2016 Portfolio Return	11-28-2016	\$ 484,426.00	\$ 563.08	0.12%	1.29%

Recommend Report
Corporate Services – 2016 County of Frontenac Investment report
April 18, 2017

Page 2 of 3

Sustainability Implications

Governance – appropriate stewardship of County resources.

Financial Implications

Investments and returns for 2016 as listed above.

Organizations, Departments and Individuals Consulted and/or Affected



FRONTENAC



Report 2017-061

Information Report to Council

To: Warden and Council Members of the County of Frontenac
From: Kelly J. Pender, Chief Administrative Officer
Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Date of meeting: April 18, 2017
Re: Corporate Services – Finance – Long Range Financial Planning

Recommendation

This Report is for information purposes only.

Background

In the interest of ensuring the long range financial viability of the County of Frontenac, County Council has reviewed and adopted a plans and policies; Capital Asset Management Plan, Budget Policy, Reserve and Reserve Fund Policy, Investment Policy, and Debt Management Policy.

Comment

Key aspects of the policies were derived from recommendations of the Service and Delivery (SDOR) review completed in 2013.

Capital asset management plan

The capital asset management plan presented to Council in 2014 identified an infrastructure gap and recommended a 1% dedicated levy over the following ten years to meet the requirements of asset replacement.

As a result of a more detailed assessment, Council adopted a dedicated levy for capital replacement of .65% incorporating debt for the replacement of larger assets. The 2017 budget confirmed the third year of this commitment.

In 2015 a condition assessment was undertaken and replacement requirements were reviewed, but it was not recommended that the dedicated levy be changed at that time.

In 2016 staff investigated work order software that will provide essential support for the management of County assets. The purchase of this software was approved in the 2017 budget. Once implemented this software will provide better ongoing management of County assets and the replacement requirements will be reviewed again.

Budget and Reserve Policy

Council reviews the budget annually which includes a four year budget projection.

The budget policy identifies that base budget increases will be held to the rate of inflation in August of the prior year by transferring funds from the stabilization reserve. Any yearend surplus or deficit is transferred to the stabilization or other reserve that is below target.

The 2015 yearend provided a surplus of \$85k or .22% under budget and in 2016 the yearend is \$102k or .24% over budget.

Future Cautions

Provincial funding continues to be highlighted as a caution.

Currently Land Ambulance is funded at 50% of the prior year budget. Thus enhancements implemented in one year are assumed to be funded 50% by the Province in the following year. The Province is interested in finding opportunities to reduce its expense in this area, which resulted in the elimination of the 100% funding for the OPALS program in 2017.

Provincial funding for Fairmount Home provides for a level of resident acuity adjustment (CMI) for nursing and usually provides a further increase for other funding envelopes at different times over the year, most often April and July. Funding available through CMI is never certain as the Province does change the pool of funds to be distributed to long term care using this formula. Annual increases have never kept up with the rate of inflation. As wages and benefit costs (80% of total Fairmount budget) generally escalate more quickly than CPI the municipality is consistently picking up a larger share of the overall operating budget. The ten year projection clearly identifies the impact of the funding shortfall on the overall municipal contribution.

Provincial funding for the ferry is 80% of the total expense under an agreement signed in 2005. However, cash flow of this funding from the Province has become erratic. An amount of \$391,000 was owing from the Ministry at the end of 2016.

Social Housing End of Operating Agreements

The City has advised that with the impending end of operating agreements with the Federal government, some not-for-profit housing corporations might present a challenge for municipalities. The extent of that challenge is not yet quantified. However, Council should be aware that its Social Housing Out of Scope reserve can provide for some equipment replacement etc., but does not anticipate any contribution to building replacement if required.

No impact is reflected in the 10 year projection.

Sustainability Implications**10 Year Projection Implications – Scenarios A, B C**

Projected annual budgets for 2022 – 2026 were undertaken by department based on the parameters used for 2018 – 2021. Only those projects already approved in 2017 have been carried forward to future years.

Events affecting projections outside of base budget increases include:

Year	Reason for change	\$
2019	Hospital Foundation funding completed 2018	-54,000
2022	Fairmount Home Debenture completed in 2022	-52,573
2023	Fairmount Home Debenture completed in 2022	-157,722
2024	Dedicated Capital Levy - last year	-62,000

Scenarios A, B and C look at the effect of different tax levy increases over the next 10 years on the stabilization reserve and tax rate increases.

Scenario A assumes that the levy will be kept at CPI, projected at 2%. It is clear from Chart A that this approach is not sustainable over the longer term due to factors discussed earlier related to Provincial funding not increasing relative to expenses.

Scenario B assumes that the mitigation from the prior year is not included when calculating the levy cap for the year. As is evident from Table B this approach does not provide for any stability in the tax rate, but it has less impact on the Stabilization Reserve.

Scenario C assumes that the levy will be kept at 3%. This is an arbitrary percentage, but might provide a balance to provide for the imbalance between funding and expense, while at the same time resulting in a more sustainable impact on the Stabilization reserve. This is only used for illustrative purposes. A more fulsome discussion and assessment of the direction should be considered with the Budget Policy review.

Financial Implications

Any change to the target levy would require a review and revision of the budget policy. A stable tax rate and managing the stabilization reserve should be key components in this assessment.

Organizations, Departments and Individuals Consulted and/or Affected

Table A - Scenario A Target Levy maintained at CPI (2%)
2018 – 2026 Projected Base Budget Levy Increases

	Budget	Projections								
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operating Levy Change	329,921	331,960	345,474	390,577	349,078	368,918	276,492	507,711	577,977	654,384
Capital levy change	-2,648	0	0	0						
Levy	9,340,530	9,432,727	9,628,256	9,859,015	10,006,885	10,219,881	10,324,474	10,756,653	11,031,898	11,317,383
Assm't Growth	103,112	94,794	96,283	98,590	100,069	102,199	103,245	107,567	110,319	113,174
Levy <u>Less</u> Assm't Growth	9,237,418	9,337,933	9,531,974	9,760,425	9,906,816	10,117,682	10,221,230	10,649,086	10,921,579	11,204,209
Levy Target	9,100,767	9,282,782	9,468,438	9,657,807	9,850,963	10,047,982	10,248,942	10,453,921	10,662,999	10,876,259
Push/(Pull) from Rsv	-46,984	-55,150	-63,536	-102,618	-55,853	-69,700	27,712	-195,166	-258,580	-327,950
Levy	9,293,546	9,282,782	9,468,438	9,657,807	9,850,963	10,047,982	10,248,942	10,453,921	10,662,999	10,876,259
Dedicated capital levy	58,281	59,155	60,338	61,545	62,776	64,031	65,312	66,618	0	0
Total operating & dedicated capital levy	9,351,827	9,341,937	9,528,776	9,719,352	9,913,739	10,112,014	10,314,254	10,520,539	10,662,999	10,876,259

Levy Projections		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	Tax Levy	3.65%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
	Capl Levy	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.00%	0.00%

Note: 2017 includes project proposals

Chart A
Scenario A Target Levy maintained at CPI (2%)

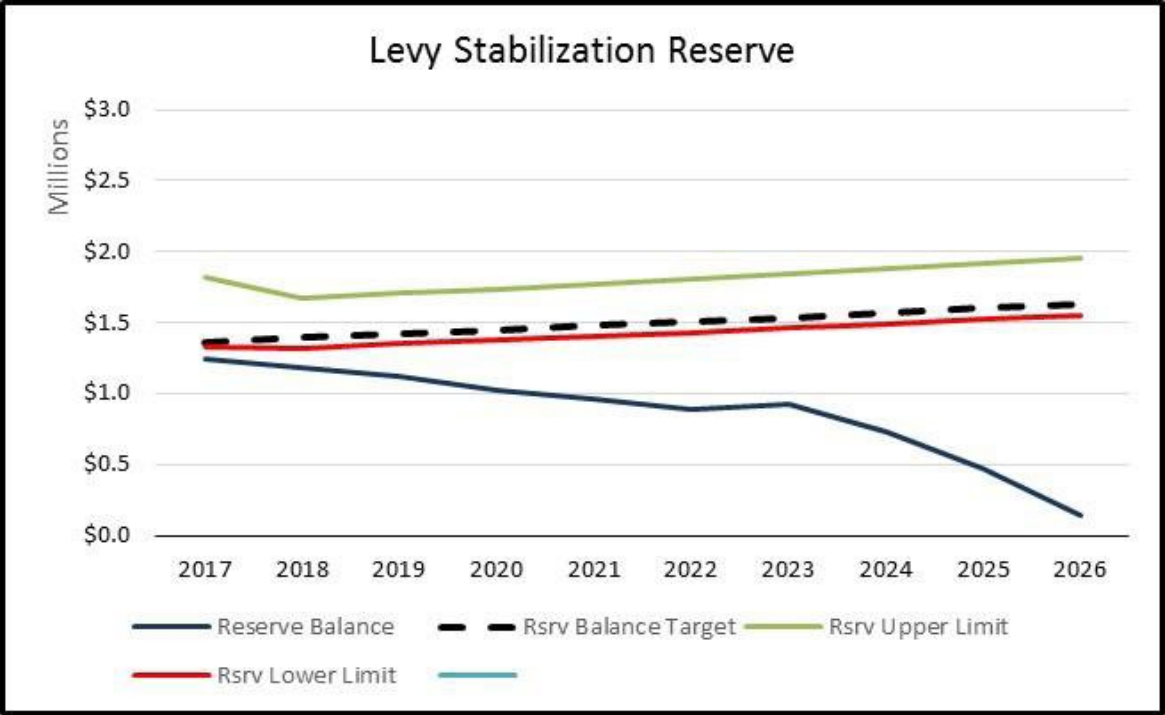


Table B - Scenario B Target Levy at Prior Year Unmitigated Levy Plus 2%

2018 – 2026 Projected Base Budget Levy Increases

	Budget 2017	Projections								
		2018	2019	2020	2021	2022	2023	2024	2025	2026
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operating Levy Change	329,921	331,960	345,474	390,577	349,078	370,155	278,991	472,047	522,088	517,686
Capital levy change	-2,648	0	0	0	0	0	0	0	0	0
Levy	9,340,530	9,432,727	9,872,815	10,011,959	10,419,349	10,582,353	10,906,727	11,266,047	11,646,949	12,009,053
Assm't Growth	103,112	94,794	98,728	100,120	104,193	105,824	109,067	112,660	116,469	120,091
Levy <u>Less</u> Assm't Growth	9,237,418	9,337,933	9,774,086	9,911,839	10,315,155	10,476,529	10,797,659	11,153,386	11,530,480	11,888,963
Levy Target	9,100,767	9,527,341	9,621,382	10,070,271	10,212,198	10,627,736	10,794,000	11,124,861	11,491,368	11,879,888
Push/(Pull) from Rsv	-46,984	189,408	-152,705	158,432	-102,958	151,207	-3,660	-28,525	-39,112	-9,075
Levy	9,293,546	9,622,135	9,720,110	10,170,390	10,316,391	10,733,559	10,903,067	11,237,522	11,607,837	11,999,979
Dedicated capital levy	58,281	59,155	60,338	61,545	62,776	64,031	65,312	66,618	0	0
Total operating & dedicated capital levy	9,351,827	9,681,290	9,780,448	10,231,935	10,379,167	10,797,591	10,968,379	11,304,140	11,607,837	11,999,979

Levy Projections		2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
	Tax Levy	3.65%	3.54%	1.02%	4.63%	1.44%	4.04%	1.58%	3.07%	3.30%	3.38%
	Capl Levy	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.65%	0.00%	0.00%

Chart B

Scenario B Target Levy at Prior Year Unmitigated Levy Plus 2%

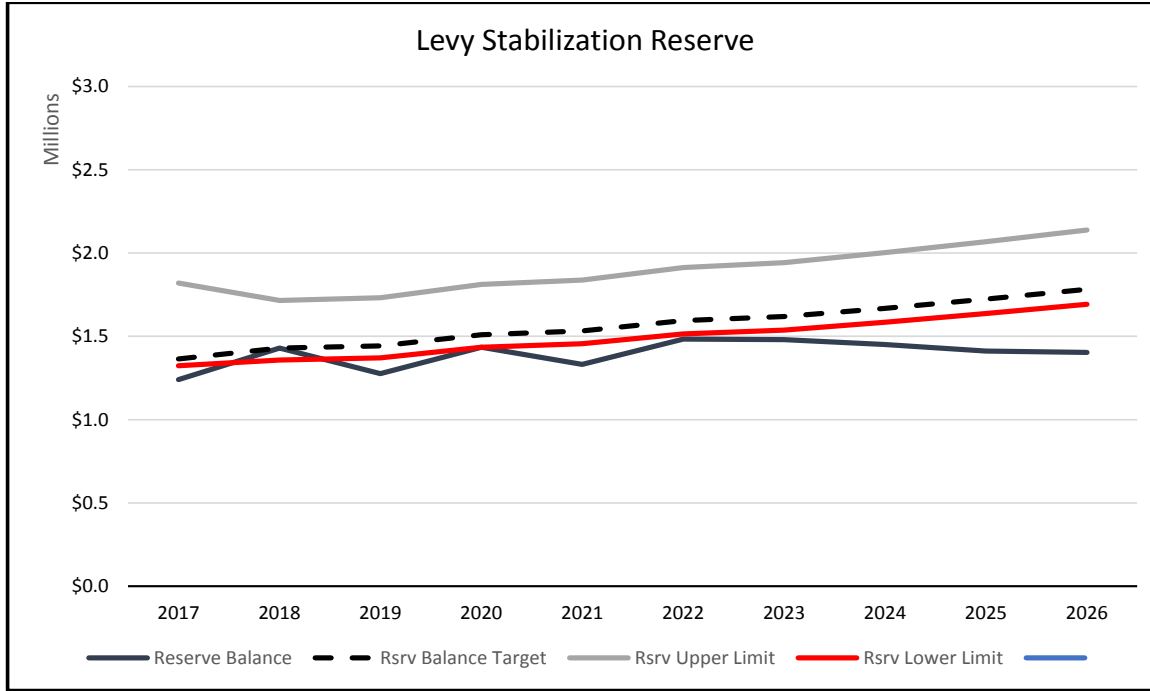
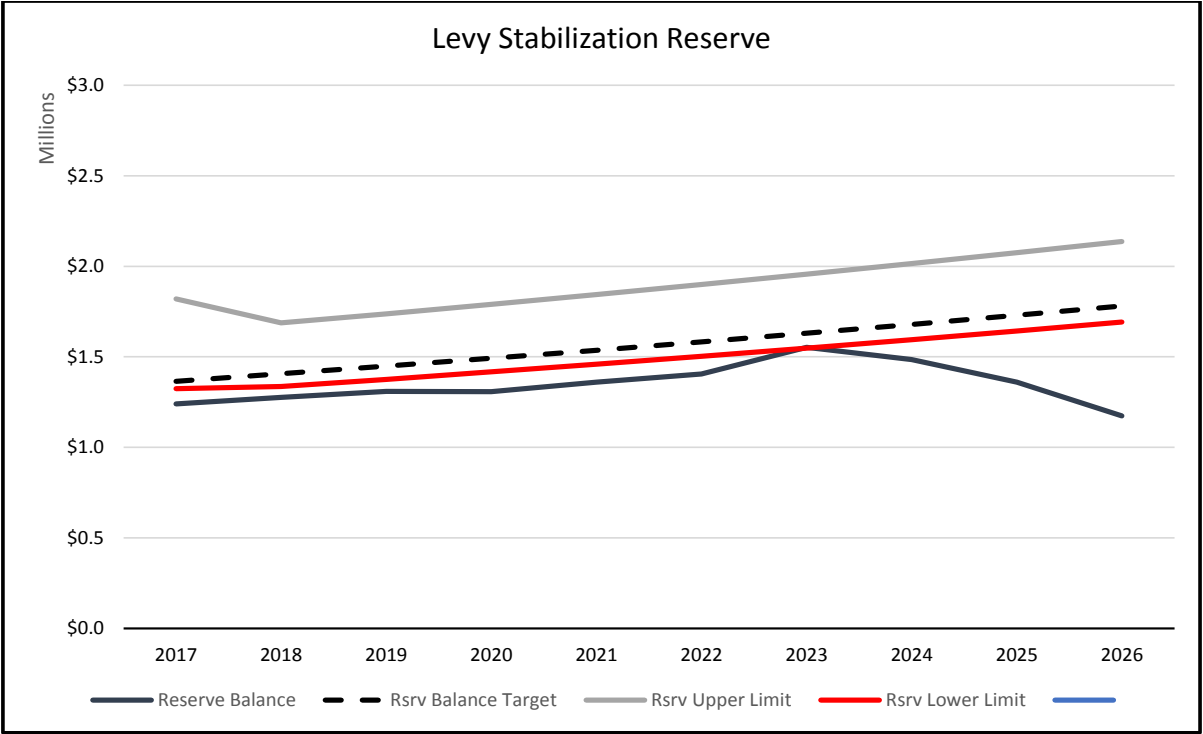


Table C - Scenario C Target Levy at 3%

2018 – 2026 Projected Base Budget Levy Increases

	Budget 2017	Projections								
		2018	2019	2020	2021	2022	2023	2024	2025	2026
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Operating Levy Change	329,921	331,960	345,474	390,577	349,078	368,918	276,492	507,711	577,977	654,384
Capital levy change	-2,648	0	0	0						
Levy	9,340,530	9,432,727	9,719,264	10,045,581	10,293,732	10,611,912	10,826,775	11,374,503	11,770,773	12,182,963
Assm't Growth	103,112	94,794	97,193	100,456	102,937	106,119	108,268	113,745	117,708	121,830
Levy <u>Less</u> Assm't Growth	9,237,418	9,337,933	9,622,071	9,945,125	10,190,795	10,505,792	10,718,508	11,260,758	11,653,065	12,061,134
Levy Target	9,100,767	9,373,790	9,655,004	9,944,654	10,242,994	10,550,283	10,866,792	11,192,796	11,528,579	11,874,437
Push/(Pull) from Rsv	-46,984	35,857	32,932	-471	52,199	44,491	148,284	-67,962	-124,485	-186,697
Levy	9,293,546	9,373,790	9,655,004	9,944,654	10,242,994	10,550,283	10,866,792	11,192,796	11,528,579	11,874,437
Dedicated capital levy	58,281	59,155	60,930	62,758	64,640	66,579	68,577	70,634	0	0
Total operating & dedicated capital levy	9,351,827	9,432,945	9,715,933	10,007,411	10,307,634	10,616,863	10,935,369	11,263,430	11,528,579	11,874,437

Chart C
Scenario C Target Levy maintained at 3%





Report 2017-062

Council Information Report

To: Warden and Members of County Council

From: Kelly J. Pender, Chief Administrative Officer

Prepared by: Marian VanBruinessen, Director of Corporate Services/Treasurer
Susan Brant, Deputy Treasurer
Barb McCulloch, Manager of Human Resources

Date of meeting: April 18, 2017

Re: Attendance Management Update

Recommendation:

This report is for information only.

Background:

The County of Frontenac expects regular attendance at work from all employees. Since June 2013, when staff identified the challenges of increasing sick time, regular reports have been provided to Council. Improving attendance has been a key priority for the County staff and Council. The revised Employee Attendance Awareness Program was implemented at Fairmount in 2014 and in 2015 for the Frontenac Paramedic Service, due to an outstanding group grievance. The County has encountered ongoing resistance from the unions in consistently and effectively implementing the program and during 2015-2016 we experienced an increase in absenteeism across two of our largest employee groups.

Comment:

Changes in leadership at the County, Fairmount Home and Human Resources has brought a renewed focus and commitment to consistent monitoring and implementation of the Employee Attendance Awareness Program (EAAP), with the goal of reducing absenteeism and associated costs.

A lean project has been undertaken to look at the processes involved with attendance management, and a Define and Measure day occurred on December 12th, 2016. The project team included members from management, council, human resources and

scheduling. The group was able to identify and map the key processes related to attendance management.

A measurement plan was drafted and staff captured attendance data from mid – January to March 2017. The data is currently being analyzed and charted so that the project team can reassemble for an Analyze and Improve day. This will allow us to determine next steps and begin looking at ways to improve our attendance management processes.

In February 2017, the County and the Frontenac Paramedic Service were successful in arbitration, demonstrating that the Employer does in fact, have the right to manage attendance.

During the last year, several initiatives have been undertaken to demonstrate management's focus on reducing absenteeism. The following table outlines the initiatives:

Initiative	Focus
Reporting and Analysis	Increased focus by Financial Analyst on reporting and analysis, supporting managers in identifying trends, costs
Updating of EAAP letters	Increase importance of improved attendance
Consistent implementation of EAAP	Meetings being held at minimum, for stage 4 and 5. Consequences highlighted. Action plan for improved attendance developed and signed off by manager and employee
Toolkit developed for managers to assist in effective and consistent implementation of EAAP	Key Talking Points for attendance meetings Action Plan for improved attendance Guidelines for Managers developed
Managing Attendance Workshop for Managers and Supervisors	Developed and implemented – guidance and support in assisting managers to understand employee accountabilities to attend work on a regular basis and the manager's accountabilities to ensure follow up
LEAN Return to Work and Accommodation Project	Key processes and accountabilities outlined

	Non-Occupational Accommodation Guide and process flow chart developed for Employees Occupational Accommodation Guide and process flow chart developed for Employees Process flow chart for Manager accountabilities Updating of RTW and Accommodation County policy Currently in Control Phase
OPSEU 462 Arbitration	Successful arbitration identifying that Employer has the right to manage attendance
OSPEU 462 Collective Bargaining	Successful in gaining improved language; not paying for first two days of seven and all subsequent absences; definition of an acceptable sick note; ability to not backfill shifts Increase of psychology/psychotherapy/cognitive behaviour therapy for proactive treatment of e.g. PTSD
Revision of County Policy re: Short Term and Long Term Sick Leave	Reflect changes made with OPSEU 462 regarding seventh and all subsequent absences and definition of an acceptable sick note
PTSD Prevention Plan	FPS led committee to develop plan – PTSD policy developed; discrimination policy updated to include anti-stigma Focus on education Implementation - May
Third Party Adjudication	Acclaim Ability Management – complex cases
Implementation of Discipline related to Absenteeism	Eight employees moved to discipline and out of EAAP in March/April

Staff will bring forward a report in July showing the change in absenteeism for all departments from 2016 to April 2017.

Sustainability Implications:

Proper stewardship of County resources ensures future sustainability of services.

Financial Implications:

Support to employees for sick leave is a necessary and legitimate cost of business. Abuse of this benefit is difficult to quantify, but staff continue to seek methods of ensuring resources are used to appropriately support those legitimately in need.

Organizations, Departments and Individuals Consulted and/or Affected:



Report 2017-063

Information Report to Council

To: Warden and Members of County Council
From: Kelly Pender, Chief Administrative Officer
Prepared by: Jannette Amini, Manager of Legislative Services/Clerk
Date of meeting: March 15, 2017

Re: Corporate Services – Direction regarding User Fees for the K&P Trail

Recommendation

This report is for information purposes only.

Background

At the September 8, 2016 Community Development Advisory Committee meeting, the Committee made the following recommendation to County Council:

That the Community Development Advisory Committee recommend that County Council enter into an agreement with Eastern Ontario Trails Alliance to maintain the Frontenac K&P Trail at \$400 per kilometer subject to a no fee basis from Orser Road to Sharbot Lake.

As a key component of the above motion, CDAC confirmed its desire to continue to have the K&P Trail remain a free trail.

Subsequent to the CDAC recommendation, County Council at its meeting held September 21, 2016 passed the following resolution, being Recommend Reports from the Chief Administrative Officer, clause g)

g) 2016-105

Planning and Economic Development

K&P Trail – Recommendation from Community Economic Development Committee

Motion # 164-16

Moved by: Councillor Dewey

Seconded by: Councillor McDougall

That the Council of the County of Frontenac accept the recommendation of the Community Development Advisory Committee, namely:

That the Community Development Advisory Committee recommend that County Council enter into an agreement with Eastern Ontario Trails Alliance to maintain the Frontenac K&P Trail at \$400 per kilometer subject to a no fee basis from Orser Road to Sharbot Lake.

And that the recommendation be subject to the following:

1. Negotiation of a Licence of Occupation with the Eastern Ontario Trails Alliance that reflects the “no fees” condition of the Committee recommendation;
2. Council confirming that the procurement of EOTA meets the test of the County's Procurement Policy, Article 5.13, in particular, the second last bullet “specialized experience, knowledge or expertise”;
3. Consideration of a by-law to adopt the agreement be extended over two meetings in order to provide transparency;
4. That public notice of the above be provided on the County's website and social media channels.

Carried

At the November 23, 2016 Committee of the Whole budget meeting, the Committee of the Whole had a discussion around the amount of funding that the County is spending on Trails and that the Trail should start being self-sustainable. It was questioned if the County should start looking at charging a user fee as most other recreational areas such as Big Sandy Bay and other Trails charge a user fee. Subsequently, an action item was requested to have the Community Development Advisory Committee review the Trails Master Plan to look at including user fees.

Comment

Staff can confirm a successful negotiation of a Licence of Occupation with the Eastern Ontario Trails Alliance that reflects the “no fees” condition of the Committee recommendation. As a result of this successful negotiation and further to the resolution, a by-law authorizing the Warden and Clerk to enter into an agreement with the Eastern Ontario Trails Alliance will be brought forward for Council's consideration later in the meeting for first and second reading, with third reading to be given at the March meeting to ensure transparency and public notice. Execution of this agreement will confirm CDAC's desire to continue to have the K&P Trail remain a free trail. Once the by-law receives third reading, all of the conditions of the resolution will have been met.

With respect to the discussion and subsequent action item at the November 23, 2016 Committee of the Whole budget meeting to have CDAC review the Trails Master Plan to look at including user fees, this would require a motion for reconsideration by County Council with respect to resolution 164-16 passed at the September 21, 2016, given that the resolution specifies the agreement with the EOTA is subject to a no fee basis. As per section 20.9 of the County's Procedural By-law, a motion to reconsider is not in order if the provisions of the original motion have been partly carried out or involve a contract were the party to the contract has been notified on the outcome. If it is Council's

[Councillors] intent to reconsider motion 164-16 in order to direct CDAC to review user fees, the by-law being brought forward for Council's consideration would need to be withdrawn or separated and voted on separately, given that once the by-law is passed, and the EOTA notified, a motion to reconsider resolution 164-16 would no longer be in order. It would then require a member of Council to bring forward a motion for reconsideration of resolution 164-16 to the March 15, 2017 County Council meeting and requires a two-thirds majority vote of the members present.

Sustainability Implications

Good governance is critical to the sustainability of a community and provides the necessary framework to guide members of council fairly and courteously through meetings of council and committees aids good decision-making.

Financial Implications

There are no financial implications directly associated with the adoption of a revised procedure by-law.

Organizations, Departments and Individuals Consulted and/or Affected

Marian VanBruinessen, Director of Corporate Services/Treasurer
Richard Allen, Manager of Economic Development
Joe Gallivan, Director of Planning and Economic Development

The County was granted total funding in fiscal 2014-15 of \$156,800, for fiscal 2015-16 and 2016-17 funding continued to flow to support these initiatives.

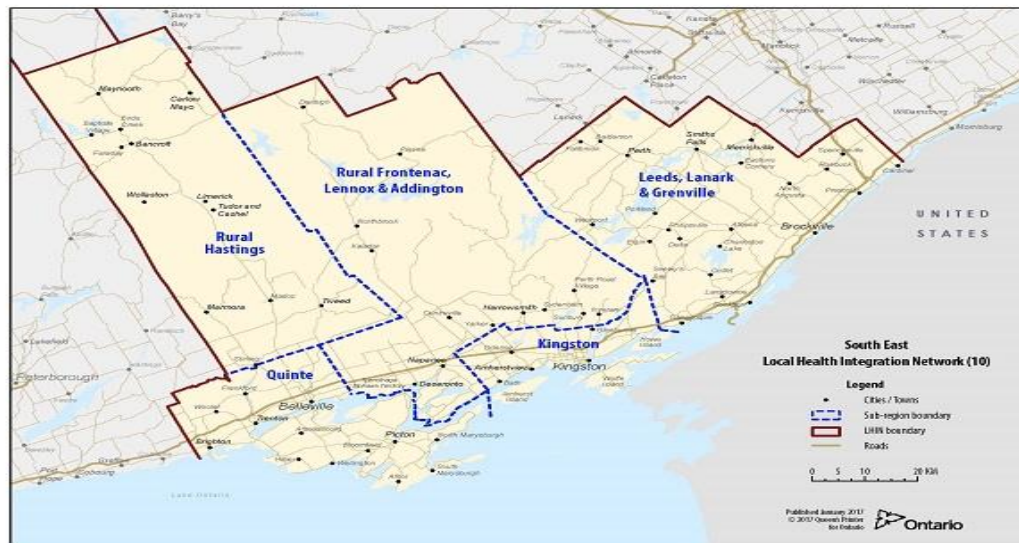
Comment

What is happening with Community Paramedicine Funding?

The MOHLTC has now transferred funding responsibilities for Community Paramedicine (CP) to the Local Health Integrated Networks (LHINs).

- The MOHLTC has allocated new base funding, beginning in the 2017-18 fiscal year to support Community Paramedicine initiatives in specific communities the SE LHIN,
- \$6M has been allocated provincially, with \$312,500 allocated to the SE LHIN,
- The MOHLTC has indicated the existing community paramedicine pilot project in Kingston (\$58,800) should be continued out of the regional funding pot.

The SE-LHIN has divided the region into five (5) Sub-regions for program purposes. The sub-regions are:



SE LHIN Approach to Allocation of Funding

Funding will be allocated equally across the 5 sub regions (\$62,500), unless a sub region does not have the resources, need, or time to implement a CP initiative. In that instance the funding would be shared equally amongst other regions implementing a CP model.

What is the intention of the new CP funding?

This funding is intended to support CP activities that contribute to:

- Improved patient access to the right care in the right place
- Improved delivery and coordination of services in the community for older adults and other patients with unmet needs
- System partnerships, collaborations, and resource sharing among service providers
- Addresses system needs across the LHIN, including (but not limited to):
 - Insufficient availability of services to ensure timely access to care for high risk, vulnerable populations
 - Insufficient or inequitable access to primary care
 - Unnecessary ambulance transports to local ER's that add strain on EMS response time to other, more urgent situations, as well as strain on hospitals

There must be no duplication of existing services and no impact to paramedic services ability to meet their core mandate.

Target Population

The CP initiatives are intended to target specific demographics that have had difficulty connecting to the health care system. These may include:

- Isolated individuals, i.e. senior, homeless or people with a mental illness
- Aboriginal or francophone populations
- Patients not connected to primary care
- Patients living in isolated, rural areas
- Patients with four or more chronic health issues

The study completed by Queen's University for the County, suggests next opportunities within Community Paramedicine would be expansion of Wellness Clinics and Home Visits. We will work with the Rural Kingston and Kingston Health Links and the City of Kingston to ascertain the feasibility of expansion and apply for funding.

Sustainability Implications

Directions for Our Future, under Capacity Building and Governance on page 36, states: "Strong links ensure seamless relationships between community and municipalities."

This work also contributes to the sustainability indicator – number of collaborative projects developed and implemented with two or more municipalities and many outside stakeholders in the primary health care field.

Financial Implications

To be determined

Organizations, Departments and Individuals Consulted and/or Affected

Darryl Tooley, PMP®, Cert. APM, Sr. Consultant – Performance Optimization, South East Local Health Integration Network

Information Report
Emergency and Transportation Services – Community Paramedicine (CP) Funding Through the South East Local Health Integrated Network (LHIN)
April 18, 2017

Page 4 of 3



COMMITTEE REPORT

To: Warden and Council Members of the County of Frontenac

From: Richard Allen
Manager of Economic Development

Date of meeting: April 18, 2017

Re: Community Development Advisory Committee – Report to Council

All items listed on the Community Development Advisory Committee Report shall be the subject of one motion. Any member of County Council may ask for any item(s) included in the Community Development Advisory Committee Report to be separated from that motion and considered separately, whereupon the Community Development Advisory Committee Report without the separated item(s) shall be put to the vote and the separated item(s) shall be considered immediately thereafter.

The Community Development Advisory Committee reports and recommends as follows:

1. 2017-043
Community Development Advisory Committee
Frontenac Trails Network

Whereas development of the K&P Trail is now nearing completion;

Be It Resolved That County Council continue to support a regional strategy towards trail development for active transportation and recreation by completing the Frontenac portion of the K&P Trail as the connecting spine through Frontenac;

And Further That Council approve the following:

1. **That** the County continue to coordinate with Frontenac Townships, neighbouring municipalities and local trails groups to continue to promote the K&P Trail and Frontenac Trail network as it continues to grow;
2. **That** the County work with neighbouring municipalities and trails groups for the inclusion of the K&P trail as part of the Algonquin to Adirondack trail.
3. **That** the development of a fee structure associated with use of K&P Trail not be pursued at this time;
4. **That** the County finalize the agreement with EOTA, as previously directed.



**Minutes of the Community Development Advisory Committee Meeting
April 6, 2017**

A meeting of the Community Development Advisory Committee was held in the Bud Clayton Memorial Room, County Administrative Office, 2069 Battersea Road, Glenburnie on Thursday, April 6, 2017 at 10:00 AM

Present:

Robert Clinton, Chair
Betty Hunter, Vice-Chair
Barrie Gilbert
Tracy John
Wilma Kenny
Councillor John McDougall, Council Liaison
Deputy Warden Ron Higgins
Anne Pritchard, Frontenac Community Futures Development Corporation

Regrets:

Darwyn Sproule

Staff Present:

Richard Allen, Manager of Economic Development
Joe Gallivan, Director of Planning & Economic Development
Alison Vandervelde, Community Development Officer (Recording Secretary)

1. Call to Order

The Chair called the meeting to order at 10:04 a.m.

2. Adoption of the Agenda

Moved By: Ms. Hunter
Seconded By: Mr. Gilbert

That the agenda for the April 6, 2017 meeting of the Community Development Advisory Committee be adopted.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were none.

4. Adoption of Minutes

a) Minutes of Meeting held February 6, 2017

Moved By: Councillor McDougall
Seconded By: Deputy Warden Higgins

That the minutes of the Community Development Advisory Committee meeting held February 6, 2017 be adopted.

Carried

5. Deputations and/or Presentations



6. Briefings

- a) Robert Clinton** provided the Committee with a briefing on the Lakes and Trails Festival.
- b) Darwyn Sproule** was absent and so could not provide the planned briefing regarding the Ontario Federation of All Terrain Vehicles AGM being held in Ompah, North Frontenac.
- c) Anne Pritchard** provided the Committee with a briefing regarding the CFDC's ongoing programs and activities:
 - Access to Capital is a loan program in place until spring 2018.
 - Regular loan program continues, but they have lent out so much that they must ensure their monthly payments are collected before they can disperse more funds.
 - Have hired Tracey Parker as the new Business Development Officer.
 - Joined Ontario East Economic Development Commission Food Sector Team and took some businesses to the Restaurant Show in Toronto this year. Will be going to the SIAL Canada show in early May.
 - Tech Coaching is in place until next May, and helps business owners leverage technology to promote and further their business.
 - The Annual CFDC AGM (breakfast meeting) is on June 22nd.
 - They are looking for an additional member for the Board of Directors.
 - CFDC has funded a minimum of 20 positions to participate in Kingston Economic Development Corporation's Starter Plus Company. The program provides grants and LEAN training for those looking to start and/or grow their business in Frontenac.

- c) Richard Allen** provided the Committee with a briefing on the Frontenac Trails network, including K&P Trail development.

The committee had a robust discussion during Mr. Allen's presentation, including the following notes:

- Committee members expressed a need for a more fulsome conversation around user types, as many concerns exist around the multi-use nature of the trail. Many uses do not co-exist peacefully. There is also need to clarify allowed uses per section, and the requirement for user permits.
- A couple of members asked Mr. Allen to double-check the 2015 EOTA investment, as they thought it might be slightly different than what was reported.
- The committee suggested that canoe routes are an important part of trails. The Land O' Lakes Tourist Association has created a map of canoe routes. Also, the James Auld Waterway goes east from Frontenac Provincial Park and could use some improvement.
- Mr. Gilbert suggested reviewing the Big Sandy Bay's management model as an example for ongoing management of the K&P Trail. Mr. Clinton suggested Le P'tit Train du Nord and the Blueberry Trail as other potential management models.
- Committee members suggested that the review of the Trails Master Plan should begin in 2018 to allow the current committee and Council to have input.
- Councillors McDougall and Higgins voiced concerns that trail work may begin to monopolize Mr. Allen's time. The committee agreed that the County and the Manager role must be one of coordination to achieve the completion of the K&P Trail. Moving forward, further or additional development of the trail network in Frontenac should be pursued and lead by the Townships.
- There is much to be learned from North Frontenac Township around their successful trails culture.

7. Reports to the Community Development Advisory

- a) 2017-031**
Community Development Advisory Committee
Highway 401 Area Profile Signage

This report is for information purposes only.

- b) 2014-033**
Community Development Advisory Committee
Northern Frontenac Cycle Tourism

This report is for information purposes only.

Mr. Allen attended a meeting on this in Bancroft yesterday, where they discussed barriers to encouraging cycle tourism and received many resources from Ontario By Bike for helping businesses become more bike friendly. Mr. Allen will circulate these resources to committee members by email.

Ontario Highlands Tourism Organization (OHTO) is gathering information about the current state of cycle infrastructure in the region to inform their decisions to formalize a cycle attraction strategy. It is important that Frontenac be represented in this strategy if/when it moves forward.

The committee suggested that local businesses, especially accommodation providers, could benefit from help in understanding how to attract cyclists and become more cyclist friendly. Mr. Allen mentioned that staff will also include this type of education in a program encouraging foot traffic tourism to Wolfe Island ("Ferry by Foot"). It was also suggested that local businesses could join a Kingston-led initiative as a "water station", inviting cyclists into their business to fill up their water bottle for free.

**c) 2017-041
Community Development Advisory Committee
Tourism Marketing Plan**

Moved By: Ms. Kenny
Seconded By: Ms. Hunter

That the Community Development Advisory Committee encourages and enthusiastically supports the development of the tourism marketing plan.

Carried

The committee supported the draft plan as presented, and offered the following feedback:

- To get a sense of impact, local businesses should be engaged in a measurement program to track where their customers are coming from, and how they heard about the opportunity.
- The Back Roads Studio Tour is a great opportunity for photography / video.
- Committee members could provide wildlife / scenery photos.
- The Naturally Rich Frontenacs booklet may be a good source of photography.
- It would be valuable for County Council to have a sense of the realistic tourism marketing workplan for April – October, 2017. That information should be highlighted in the CAO's Report.
- On the Island Lifestyle Adventure, indicate that the ferry is free.
- Could employ a student to survey where ferry riders are coming from in the summer months.
- Regarding nature lovers, we should put informational signs up about local flora and fauna and the Frontenac Arch Biosphere would be a good resource for this.
- In the description of the nature lover, mention of ecotourism opportunities should be included

**d) 2017-042
Community Development Advisory Committee
Community Development Officer Activity Report, February - March**

This report is for information purposes only.

The committee acknowledged the great work that is being done, and would like to get notice about the next brand ambassador networking event ahead of time.

**e) 2017-043
Community Development Advisory Committee
Frontenac Trails Network**

Moved By: Deputy Warden Higgins
Seconded By: Ms. Hunter

Whereas development of the K&P Trail is now nearing completion;

Be It Resolved That County Council continue to support a regional strategy towards trail development for active transportation and recreation by completing the Frontenac portion of the K&P Trail as the connecting spine through Frontenac;

And Further That Council approve the following:

1. **That** the County continue to coordinate with Frontenac Townships, neighbouring municipalities and local trails groups to continue to promote the K&P Trail and Frontenac Trail network as it continues to grow;
2. **That** the County work with neighbouring municipalities and trails groups for the inclusion of the K&P trail as part of the Algonquin to Adirondack trail.
3. **That** the development of a fee structure associated with use of K&P Trail not be pursued at this time;
4. **That** the County finalize the agreement with EOTA, as previously directed.

Carried

**f) 2017-044
Community Development Advisory Committee
Accommodation Study Project Update**

This report is for information purposes only.

Committee members offered a number of corrections and additions for the list of local assets, which staff will send to the Consultants to update the report.

Anne Pritchard suggested that the Business Expansion and Retention Plan completed a number of years ago by Frontenac County may offer useful information for this study.

**g) 2017-045
Community Development Advisory Committee
Federal Budget**

This report is for information purposes only.

8. Communications



9. Other Business

Mr. Gilbert provided the committee with an overview of the Frontenac Stewardship Foundation's 2017 Environmental Forum at the Queen's University Biological Station on April 20 and 21. The theme for this fourth annual event is: Confronting Changes in Aquatic Ecosystems of Eastern Ontario. It is hoped that 40-50 people will attend. Participants are invited to stay overnight and the agenda is full with qualified speakers.

Mr. Allen provided the committee with an update on the March 23rd Goat Information Sessions hosted by the County. Approximately 230 people attended three sessions, which offered a realistic overview of goat farming in Ontario. The goat milk system can take 20% more milk than it currently does, which indicates that apart from supplying the proposed Feihe plant in Kingston, there is opportunity to expand goat milking operations in Frontenac with market opportunities with other processors.



10. Next Meeting

- a) The next meeting of the Community Development Advisory Committee is scheduled for Thursday, June 8, 2017.

11. Adjournment

Moved By: Deputy Warden Higgins
Seconded By: Mr. Gilbert

That the meeting hereby adjourn at 1:31pm

Carried



COMMITTEE REPORT

To: Warden and Council Members of the County of Frontenac

From: Jannette Amini
Manager of Legislative Services/Clerk

Date of meeting: April 18, 2017

Re: Planning Advisory Committee – Report to Council

All items listed on the Planning Advisory Committee Report shall be the subject of one motion. Any member of County Council may ask for any item(s) included in the Planning Advisory Committee Report to be separated from that motion and considered separately, whereupon the Planning Advisory Committee Report without the separated item(s) shall be put to the vote and the separated item(s) shall be considered immediately thereafter.

The Planning Advisory Committee reports and recommends as follows:

1. 2017-029

Planning Advisory Committee

Director of Planning and Economic Development – 2017 Work Plan:

That County Council approve the 2017 work plan for the Director of Planning and Economic Development as it relates to Planning matters;

And Further That the Director provide an overview of his work plan to County Council and the Councils of each of the member municipalities.

2. 2017-046

Planning Advisory Committee

Adoption of a Planning Advisory Committee Public Meeting Policy

Be It Resolved That the Council of the County of Frontenac adopt a Planning Advisory Committee Public Meeting Policy attached as Appendix A.

3. 2017-047

Planning Advisory Committee

Adoption of a Planning Advisory Committee Site Visit Policy

Be It Resolved That the Council of the County of Frontenac adopt a Planning Advisory Committee Site Visit Policy attached as Appendix B.

4. 2017-049

Planning Advisory Committee

North Frontenac Draft Official Plan Review

Be It Resolved That the Council of the County of Frontenac agrees that the North Frontenac Draft Official Plan is an excellent Plan and has no comments;

And Further That a copy of this resolution be provided to the Township of North Frontenac.



FRONTENAC



**Minutes of the Planning Advisory Committee Meeting
April 10, 2017**

A meeting of the Planning Advisory Committee was held in the Bud Clayton Memorial Room, County Administrative Office, 2069 Battersea Road, Glenburnie on Monday, April 10, 2017 at 10:00 a.m.

Present:

Deputy Warden Higgins, Chair
Councillor Smith, Vice-Chair
Warden Vandewal
Councillor Doyle
Phil Leonard
Jim McIntosh
Darwyn Sproule

Staff Present:

Jannette Amini, Manager of Legislative Services/Clerk (Recording Secretary)
Joe Gallivan, Director of Planning and Economic Development
Kelly Pender, Chief Administrative Officer
Megan Rueckwald, Community Planner

1. Call to Order

The Chair called the meeting to order at 10:00 a.m.

2. Adoption of the Agenda

Moved By: Councillor Smith
Seconded By: Mr. Leonard

That the agenda for the April 10, 2017 meeting of the Planning Advisory Committee be adopted.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were none.

4. Adoption of Minutes

a) Minutes of Meeting held February 21, 2017

Moved By: Councillor Doyle

Seconded By: Mr. Sproule

That the minutes of the Planning Advisory Committee meeting held February 21, 2017 be adopted.

Carried

5. Deputations and/or Presentations



6. Reports to the Planning Advisory Committee

a) 2017-029

Planning Advisory Committee

Director of Planning and Economic Development – 2017 Work Plan

Moved By: Councillor Smith

Seconded By: Mr. McIntosh

That County Council approve the 2017 work plan for the Director of Planning and Economic Development as it relates to Planning matters;

And Further That the Director provide an overview of his work plan to County Council and the Councils of each of the member municipalities.

Carried

Mr. Gallivan provided an overview of the report. He did note that the new Manager of Development Services for South Frontenac will be implementing a Public Review Team that will bring together all commenting agencies, including the County of Frontenac, so that when matters come to the County, the County will be well aware and informed of the issue/applications.

The question was raised that the report indicates a minimum 80% to a maximum of 120% of time capacity; however there is no percentage for contingencies, should another OMB hearing arise. Mr. Pender noted that the contingency would be that certain items will get bumped. For example, strategic planning would be bumped in favour of day to day planning.

Mr. Gallivan indicated the incline in recent planning applications and expects this incline to continue with the influx of American investors.

Warden Vandewal noted that the Township of South Frontenac intends to apply for delegated authority to make decisions on Plans of Subdivisions at the Township level and as such does not want to see any additional staffing. He noted that the Township has taken steps to move in this direction as it has increased staffing levels with the new position of Manager of Development Services. Mr. Gallivan noted that Plans of Subdivision only account for between 17 and 20% of planning work and relate to only between 8 and 10% of staff time. As such, delegating authority to South Frontenac to approved Plans of Subdivision will not free up a lot of planning staff time.

The issue was noted of staff capacity and the question was raised around if additional planning staff are required. Mr. Pender noted that this report is coming to the committee so that the planner is not put in a position of determining priorities between two competing townships. At the present, the County is comfortable with the current planning staff being able to handle the work load, under normal circumstances. Should another issue arise, this could be revisited.

**b) 2017-046
Planning Advisory Committee
Adoption of a Planning Advisory Committee Public Meeting Policy**

Moved By: Mr. Leonard
Seconded By: Councillor Smith

Be It Resolved That the Planning Advisory Committee accept the Planning Advisory Committee – Adoption of a Planning Advisory Committee Public Meeting Policy report for information:

And Further That the Council of the County of Frontenac adopt a Planning Advisory Committee Public Meeting Policy attached as Appendix A.

Carried

**c) 2017-047
Planning Advisory Committee
Adoption of a Planning Advisory Committee Site Visit Policy**

Moved By: Mr. Leonard
Seconded By: Warden Vandewal

Be It Resolved That the Planning Advisory Committee accept the Planning Advisory Committee – Adoption of a Planning Advisory Committee Site Visit Policy report for information;

And Further That the Council of the County of Frontenac adopt a Planning Advisory Committee Site Visit Policy attached as Appendix A.

Carried

Questions were raised around the need for citizen appointees to sign a waiver form, as this has not been the typical process in the past, specifically around the K&P Trail. It was also noted that this is not done at the Township level. Ms. Amini indicated that when volunteers are on County property or Township property, the County (or Township) has insurance on that property and as such, volunteers would be covered. Site visits will be taking place on privately owned lands where the County cannot guaranteed the members health or safety.

Staff will follow up with the County's insurance carrier to determine the cost of having the County's insurance cover citizen appointees carrying out site visits on privately owned lands.

**d) 2017-049
Planning Advisory Committee
North Frontenac Draft Official Plan Review**

Moved By: Councillor Doyle

Seconded By: Mr. Leonard

Be It Resolved That the Council of the County of Frontenac agrees that the North Frontenac Draft Official Plan is an excellent Plan and has no comments;

And Further That a copy of this resolution be provided to the Township of North Frontenac.

Carried

Mr. Gallivan provided a PowerPoint presentation, a copy of which is attached to the record in the Clerk's Office.

Mr. Gallivan will provide the Committee at its June 12th meeting with a presentation on the Private Roads Study that was carried out by the County in 2015/2016.

**e) 2017-048
Planning Advisory Committee
Application for Draft Plan of Subdivision – 5550 McFadden Road,
South Frontenac Township (File No. 10T-2017-001)**

This report was for the Committees information only. Mr. McIntosh and Mr. Leonard volunteered to attend a site visit for this application.

Moved By: Councillor Doyle

Seconded By: Mr. Sproule

That Phil Leonard and Jim McIntosh be granted permission to attend the site visit for the 5550 McFadden Road Plan of Subdivision.

Carried

7. Communications

- a) From Jannette Amini, Manager of Legislative Services/Clerk to the Township CAO's regarding a request from the Township of South Frontenac for expanded public notification provisions regarding planning applications

8. Other Business

Mr. Gallivan noted the recently received Water Quality Management of Lake Trout Lakes: County of Frontenac, 2005 and 2012, which was received from the Ministry of the Environment and Climate Change. Mr. Gallivan will post this to the County's website for those interested.

9. Next Meeting

- a) The next regular meeting of the Planning Advisory Committee is scheduled for Monday, June 12, 2017 at the County Administrative Office, Bud Clayton Memorial Room.

10. Adjournment

Moved By: Councillor Doyle.

Seconded By: Mr. Leonard

That the meeting hereby adjourn at 11:56 a.m.

Carried

By-Law Number 2017-0014

of

The Corporation of the County of Frontenac

being a by-law to appoint a Treasurer for the County of Frontenac.

Whereas Section 8 of the *Municipal Act*, S.O. 2001, and amendments thereto provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act; and;

Whereas Subsection 2 of Section 11 of the *Municipal Act*, S.O. 2001, and amendments thereto provides that a lower-tier municipality and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2 subject to certain provisions, and;

Whereas Section 5 of the *Municipal Act*, S.O. 2001, and amendments thereto provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 shall be exercised by its council and by by-law unless the municipality is specifically authorized to do otherwise; and,

Whereas, pursuant to the Section 286 (1) of the *Municipal Act*, S.O. 2001, Chapter M.45 and amendments thereto, the Council of a municipality shall appoint a Treasurer;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac enacts as follows:

1. **That** Susan Brant be and is hereby appointed Treasurer of the County of Frontenac; and,
2. **That** By-law 14-2003 be hereby rescinded; and,
3. **That** this By-law shall come into force and take effect on May 8, 2017.

Read a First and Second Time this 18th day of April, 2017.

Read a Third Time, Signed, Sealed and Finally Passed this 18th day of April, 2017.

The Corporation of the County of Frontenac

Ron Vandewal, Warden

Jannette Amini, Clerk

By-Law No. 2017-0015

of

The Corporation of the County of Frontenac

being a by-law to provide for 2017 property tax capping to adopt optional tools for the purpose of providing minimum amounts for properties subject to the provisions of Section 331 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended for the commercial, industrial and multi-residential property classes

Whereas the County of Frontenac adopted tax ratios of 1.0 for the Multi-residential, Commercial and Industrial Classes in 1998 thereby providing a fair and equitable property tax environment for the business sector;

And Whereas under the *Municipal Act S.O. 2001*, Chapter 25 as amended (the Act), Subsection 329.1 (1), upper tier and single tier municipalities have the opportunity to select from prescribed options the calculation of the amount of taxes for municipal and school purposes payable in respect of property in the commercial class, industrial class or multi-residential property class for 2005 or a subsequent taxation year;

And Whereas County Council has reviewed the provisions of Section 329.1(1) of the Act and hereby deems it necessary and appropriate to adopt optional tools for the purpose of providing minimum amounts for properties subject to the provisions of Section 331 for the Commercial, Industrial and Multi-residential property classes;

And Whereas Bill 144, the *Budget Measures Act*, 2016 provided enhancements for increased municipal flexibility to moderate the impact of tax capping;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac hereby implements the following:

1. **That** the 2017 capping adjustment be set at 10% of the previous year's annualized tax or 10% of CVA tax, whichever is greater and a threshold of \$500 for increasing and decreasing properties for properties in the Commercial Classes to which Part IX of the Act applies; and,
2. **That** properties that were at CVA tax in 2016 are excluded from the capping and claw-back calculation in 2017; and,
3. **That** properties that would move from being capped in 2016 to being clawed back in 2017 or from being clawed back in 2016 to being capped in 2017 as a result of the changes to the CVA tax caused by the 2017 reassessment be excluded; and,

4. **That** for all properties that become eligible within the meaning of subsection 331(20) of the Act, the taxes for municipal and school purposes for the year or portion of the year shall be the greater of:
- a) the amount of the taxes determined for the property for 2017 under subsection 331(2), and
 - b) the amount of the uncapped taxes for the property multiplied by one hundred per cent (100%) where “uncapped taxes” means the taxes for municipal and school purposes that would have been imposed for the taxation year but for the application of the cap; and,
5. **THAT** this by-law shall come into force and take effect as of the date of final passing thereof.

Read a First and Second Time this 18th day of April, 2017.

Read a Third Time, Signed, Sealed and Finally Passed this 18th day of April, 2017.

The Corporation of the County of Frontenac

Ron Vandewal, Warden

Jannette Amini, Clerk

By-Law Number 2017-0016

of

The Corporation of the County of Frontenac

being a by-law to authorize the Warden and Clerk to execute a Lease Agreement with the City of Kingston for the property located at 1665 Highway 15, Kingston, Ontario

Whereas the City of Kingston owns the property located at 1665 Highway 15 and had provided a head lease to Hotel Dieu hospital as the operator of the City ambulance service prior to 2004; and,

Whereas Frontenac Paramedic Services leased the ambulance base from Hotel Dieu Hospital after the services were transferred to the County of Frontenac from Hotel Dieu Hospital in 2004; and,

Whereas the lease agreement between the County of Frontenac and Hotel Dieu Hospital expired in October 2015; and,

Whereas the lease agreement between the City of Kingston and Hotel Dieu Hospital expired in February 2016, requiring that the County enter into a lease agreement with the City commencing March 1, 2016;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac enacts as follows:

1. **That** the Warden and Clerk be authorized to execute a Lease Agreement with the City of Kingston for a period of ten years, with the option to terminate with 6 months' notice; and,
2. **That** this By-law shall come into force and take effect upon the date of final passing.

Read a First and Second Time this 18th day of April, 2017.

Read a Third Time, Signed, Sealed and Finally Passed this 18th day of April, 2017.

The Corporation of the County of Frontenac

Ron Vandewal, Warden

Jannette Amini, Clerk

By-Law Number 2017-0018

of

The Corporation of the County of Frontenac

being a by-law to authorize the Warden and Clerk to enter into an agreement with the Eastern Ontario Trails Alliance to maintain the Frontenac K&P Trail

Whereas Sections 5 of the *Municipal Act, 2001*, as amended (hereinafter the Act) provides that a municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by its council by by-law, unless the municipality is specifically authorized to do otherwise; and,

Whereas the Corporation of the County of Frontenac wishes to enter into an agreement with the Eastern Ontario Trails Alliance to maintain the Frontenac K&P Trail at a cost of \$400 per kilometer subject to a no fee basis from Orser Road to Sharbot Lake; and

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac enacts as follows:

1. **That** the Warden and Clerk are hereby authorized to execute an Agreement with the Eastern Ontario Trails Alliance for maintenance of the K&P Trail a cost of \$400 per kilometer subject to a no fee basis from Orser Road to Sharbot Lake;
2. **That** readings of this by-law be extended over two meetings in order to provide transparency and public notice;
3. **That** this By-law shall come into force and take effect upon the date of final passing.

Read a First and Second Time this 18th day of April, 2017.

Read a Third Time, Signed, Sealed and Finally Passed this 17th day of May, 2017.

The Corporation of the County of Frontenac

Ron Vandewal, Warden

Jannette Amini Clerk

**Licence of Occupation
(hereinafter called the "Licence")**

Between

Licensors: County of Frontenac
(hereinafter collectively called the "**Owners**")

And

Licensee: Eastern Ontario Trails Alliance
(hereinafter called the "**Licensee**")

Whereas the Owners are the owners and/or occupiers of trail lands from the Boundary of the City of Kingston to Sharbot Lake in the County of Frontenac "**Lands**";

And Whereas the Owners entered into a Memorandum of Agreement dated in the year 2000 to provide direction for the management, operation and administration of the Lands (the "**MOU**");

And Whereas the MOU contemplates that a steering committee comprised of one representative appointed by each of the Owners shall be created (the "**Steering Committee**") to supervise the management and operation of the lands by an incorporated not-for-profit corporation;

And Whereas the Licensee is a not-for-profit corporation patented for the purpose of preserving, managing and developing the recreational corridors being located primarily on former railway lines including the Lands;

Now Therefore in consideration of mutual undertakings herein and the sum of \$2.00 receipt of which is acknowledged and subject to the terms and conditions in this Licence:

Grant of Licence

The Owners hereby delegate, licence, and give full authority to the Licensee, to enter upon, occupy, use, and enjoy the Lands, during the term of the License for the purpose of management, maintenance, improvement, administration, promotion and preservation of the Lands for use for a recreational trail, subject to the terms of this Licence, and according to the terms contained in Schedule "A" attached hereto. The management by the Licensee shall respect:

The preservation of the continuity of the Lands for tourism and other compatible economic uses.

The management of the Lands as a multi-use facility, representing the interests of recreational users, adjoining land owners and other interested groups.
The development of the Lands as a recreational attraction contributing to the tourism and economy of the Eastern Ontario Region.
The preservation and enhancement of the natural and cultural/human heritage along the Lands.

Requirements with respect to accessibility under all applicable legislation, including the AODA Design of Public Spaces Standard.

Term

1. The effective commencement date of this Licence is **June 1st, 2017** and it will have a term of five years from that date (the "Term"). This Licence will automatically renew at the end of the Term for a further term of one (1) year and shall automatically renew each successive year thereafter unless either party provides at least six months written notice of termination prior to the end of the Term or each successive one year term.

Owners' Delegate

2. The Steering Committee will act as the Owners' delegate for all matters pertaining to this Licence and will act within the terms of reference attached as Schedule "B" to this Licence.

Lands Used "as is"

3. The Licensee acknowledges that no representation or warranty is made by the Owners, or anyone acting on their behalf, as to the condition of, or title to, or the use, or zoning of, or with respect to any other matter or thing in connection with the Lands, or as to the performance of any parts thereof, or as to the presence or absence of hazardous substances on the Lands including any contaminant or hazardous substance. The Licensee acknowledges that the Lands are being licenced for use on an "as is, where is" basis and that no representation of warranty is expressed or can be implied as to title, fitness for purpose, condition or quality of the Lands or in respect to any other thing related to this Licence.

Terms and Conditions

4. The parties agree to the following terms and conditions:
 - (a) **Licence to Occupy Only:** - This Licence grants the Licensee the limited right to use the Lands for the purposes specified herein, and does not convey any right, title or interest in the Lands or in any trees standing, growing or being on the Lands, now and in the future, or in any minerals, sand, gravel or similar materials, in, on, or under the Lands. Use of any such materials, unless authorized herein, must have separate written approval from the Owners. Without limiting the generality of the foregoing, this agreement is a licence and is not a grant, land use permit, or lease of land; and it does not entitle the Licensee to any permanent interest in the Lands whatsoever.
 - (b) **Existing Roads not Affected:** - This Licence does not grant any rights in and over any road or any highways crossing the Lands as at the date of the Licence.
 - (c) **Reservation of Future Road Rights:** - The Owners reserve the right to use portions of the Lands for roads as required from time to time by the Owners.
 - (d) **Property Taxes:** - The Owners agree that the Lands shall not be subject to any municipal taxes.

- (e) **Prior Written Approval for Work:** - Any building, structure, or works, to be erected on the Lands or any alteration, renovation, enlargement or reconstruction of improvements, or alterations whatsoever, must be approved in writing by the affected Owner(s) and any other applicable agencies or authorities. The application to the affected Owner(s), or its delegates, for approval must contain a written description of the work and the Licensee's evaluation of the cost of the work.
- (f) **Duty to Keep Clean:** - The Licensee shall maintain the Lands in a clean, sanitary and fire safe condition and dispose of all garbage in an approved manner and, without limiting the generality of the foregoing, shall comply at all times with all municipal, regional, provincial and federal government environmental Acts and regulations with respect to its operations.
- (g) **Access:** - Access to the Lands by users, and quality of that access, is strictly the responsibility of the Licensee. Prior written approval from the Owners, or their delegate, must be obtained for any construction of any road or other access facilities. The Owners reserve the right to enter and inspect the Lands and the right to access for Owners' purposes.
- (h) **Maintenance:** - The Licensee will maintain and operate the Lands in keeping with the Maintenance Guidelines attached hereto as Schedule "C".
- (i) **Licensee to Indemnify Owners:** - The Licensee shall assume all liability and obligation for any and all loss, damage or injury (including death) to persons or property that would not have happened but for this Licence, or anything done, or omitted to be done by the Licensee hereunder. The Licensee covenants to indemnify and forever save and keep harmless the Owners, its officers, servants and agents from and against any and all claims, demands, suits, actions, damages, losses, costs or expenses arising out of any injury to persons, including death, or loss or damage to property which may be or be alleged to be caused by or suffered as a result of or in any manner associated with the exercise of any right or privilege granted to the Licensee by this Licence.
- (j) **Insurance:** - The Licensee shall obtain and keep in force during the term of this licence comprehensive general liability insurance providing coverage in the amount of five (5) million dollars per occurrence and naming the Owners as co-insureds. The policy will contain a cross liability clause. Proof of insurance will be provided to the Owners upon request.
- (k) **No Assignment Without Written Consent:** - This Licence or any of the rights herein granted shall not be assigned, transferred, sub-granted, mortgaged or pledged to anyone without the prior written approval of the Owners, or their delegate(s). No such assignment, transfer, sub-grant, mortgage or pledge will have any force or effect even if it occurs with the knowledge or acquiescence of the Owners or their delegate(s) unless if it is authorized in writing.
- (l) **Automatic Termination:** - This Licence will immediately terminate, without notice, upon the bankruptcy or insolvency of the Licensee or on the winding up or dissolution of the Licensee's affairs.

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- (m) **Termination Upon Default:** - The Owners will notify the Licensee in writing of any contravention of any term or condition of this Licence which comes to their attention or of any unsafe or hazardous condition which exists on the Lands and the Licensee will remedy the contravention and undertake to rectify the situation as soon as reasonably possible. If the Licensee fails to remedy any contravention or rectify such hazardous or unsafe condition within a reasonable time as determined by the Owners in their sole discretion, the Owners may, at their option, terminate this Licence upon providing 30 days written notice.
- (n) **Disposition of Assets on Termination:** - Upon the expiration or termination of this Licence:
- (i) all improvements, property or other assets remaining on the Lands automatically become the property of the Owners and the Owners have no obligation whatsoever to pay compensation for them and the Owners assume no liability for them;
 - (ii) the Licensee may, with the prior written approval of the Owners, or their delegates, or shall, at the written request of the Owners, or their delegates, remove the improvements, property or other assets from the Lands and leave the Lands in a clean and safe condition, restored as much as possible to its original state except where the requirement to restore is waived in writing by the Owners, or their delegates;
 - (iii) where the Licensee fails to remove the improvements, property or other assets from the Lands or fails to restore the Lands to a clean and safe condition within a reasonable time as determined by the Owners, or their delegates, the Licensee will pay to the Owners, any costs incurred by the Owners in selling, disposing of or destroying the improvements, property or other assets and in restoring the Lands to a clean and safe condition.
- (o) **Licence Confers No Future Rights:** - The Licensee acknowledges and confirms that:
- (i) upon the expiration or termination of this Licence, the decision to issue a new Licence is at the sole discretion of the Owner, or their delegates, and the Licensee has no right to, nor reasonable expectation of the issuance of a new Licence based on prior use of the Lands;
 - (ii) the successive issuance of any Licence or Licences for the use of the Lands will not create any future rights and interests whatsoever in the Lands in the Licensee or anyone else;
 - (iii) should any improvements whatsoever be made to or on the Lands, this will not confer upon the Licensee any right to use the Lands other than within the terms of this Licence nor will it give the Licensee any right to or, any expectation of future licences;

- (iv) there are no representations or warranties between the Owners, or their delegates, and the Licensee for the use of the Lands other than herein set out.
- (v) there are no conditions, other than those imposed by law, regulation or terms of this Licence, between the Owners, or their delegates, and the Licensee for the use of the Lands.

General Contractual Terms

5. **Notice:** - Any notice under this Licence shall be validly given to and received by the addressee if served personally or transmitted by fax or electronic mail, on the date of such personal service or transmission, or if mailed, on the third business day after the mailing of the same in Canada by prepaid post addressed:

(a) If to the Owners:

(i) County of Frontenac

2069 Battersea Road
Glenburnie, Ontario
K0H 1S0

ATTEN: Clerk
Telephone: (613) 548-9400
Fax: (613) 548-8460

(b) If to the Licensee:

(j) Eastern Ontario Trails Alliance

P.O. Bag 1444, 255 Metcalf Street
Tweed, ON
K0K 3J0

Telephone: (613) 478-1444
Fax: (613) 478-2235

or at such other address as either party may from time to time designate by notice in writing to the other. In the event of disruption of postal services, all mailed notices shall be validly given and received when actually delivered to the address set forth above, or designated as aforesaid.

6. The Owner agrees to pay to the Licensee the sum of \$400/km of completed trail. Partial years will be calculated on the basis of the number of months under license. For illustration, an agreement commencing at any point in the month of July will be calculated as 6/12ths of the full amount due. Likewise for trail additions that become part of this agreement during the term.

- a. The exact trail length and the timing of additions will be confirmed in writing by the Owner to the Licensee. Such notice will be provided in a map format from the Manager of Economic Development for the Owner.
7. The Licensee and Owner acknowledge that no user fees will be applicable to the trail covered by this agreement.
8. This Licence is to be read with all changes in gender or number as required by the context.
9. The Owners and the Licensee agree that the provisions of Schedules "A", "B" and "C" to this Licence form a part of it as if fully incorporated herein.
10. This Licence shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada as applicable therein and the parties irrevocably attorn to the jurisdiction of the Province of Ontario in the event of a dispute hereunder.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

[The next page is the signing page.]

In Witness Whereof the parties have set their hands and seals.

Owners:

County Of Frontenac

per: _____

Name

Title: **Warden**

per: _____

Name

Title: **Clerk**

We have the authority to bind the corporation

Licensee:

Eastern Ontario Trails Alliance

per: _____

Name

Title: **Chairman, Board of Directors**

per: _____

Name

Title: **Co-ordinator, Eastern Ontario Trails Alliance**

We have the authority to bind the corporation

Schedule "A"**Roles and Responsibilities of EOTA**

1. A 10 year Business Plan and Strategic Plan both dated June 12, 2014 have been developed by the Licensee to meet this requirement and when approved by the Steering Committee will be implemented. The Business Plan and Strategic Plan will be revisited and revised or updated when and if necessary and at a minimum will be reviewed every five years.
2. The Licensee shall prepare and submit an annual operating plan to the Steering Committee prior to April 30th of each year for the approval of the Steering Committee.
3. All approval requests from the Licensee related to the management and operation of the Lands shall be made in writing to the Owners per the Notice provisions of the Licence.
4. The Steering Committee shall assume that time is of the essence and will respond to all requests in a timely manner. It is expected that all requests should receive consideration by the Steering Committee within one (1) year of receipt of the request.
5. All financial revenues to be realized by the Licensee as a result of agreements greater than one (1) year shall be reviewed by the Steering Committee and the Steering Committee reserves the right to retain any portion of the fee it deems reasonable.
6. All funds collected by the Licensee from users of the Lands must flow to the benefit of the Lands.
7. The Licensee shall submit a yearly report to the Steering Committee. This report will include an annual audited financial statement and a yearly activity report summary. The report is to be submitted March 31st each year for the past fiscal year.
8. The Owners and the Licensee are deemed to be "occupiers" of the Lands and therefore both entitled to control the use of the property under the *Trespass to Property Act*.
9. The Licensee will be responsible for signage and control of the public use of the Lands.
10. The Owners shall not be obliged to fund the management or capital improvement of the Lands. It is expected that the Licensee shall receive funds available under specific government programs and the Licensee is entitled to raise funds through approved activities or services provided with the Lands.

Schedule "B"
Terms of Reference for the Steering Committee

Membership:

The Steering Committee will be made up of a representative appointed by each municipality listed as an Owner. Each Owner will be entitled to one representative ("Member"). The Chair of the Committee will rotate on a yearly basis among Owners.

Purpose:

The purpose of the Steering Committee is to administer the Owners' interests and to monitor and, if necessary, to enforce compliance with a general mandate for the Lands as more particularly set out as follows:

- To ensure that the Lands are operated in accordance with the MOU, the conditions of the Licence of Occupation, approved Management Plan, Yearly Operating Plan and any direction that may be given to the Licensee from time to time by the Steering Committee;
- To review and approve Management Plans including Business Plans and Strategic Plans and amendments;
- Approve the yearly budget, operating plan and amendments;
- Receive and approve the Annual Report including an audited financial statement as submitted by the licensee;
- Review and authorize the issuance of sub-licences and use agreements where they may establish an interest for over one year as requested by the licensee or other interested parties.
- To ensure the Lands are operated to meet at a minimum the Maintenance Agreement Standards attached as Schedule C.

Decision Making:

All approvals and decisions between the Members of the Steering Committee shall be made on a consensual basis if possible, and failing consensus, by voting with a simple majority of a quorum of Members present at the meeting, to determine the outcome.

Quorum:

A minimum of four Members present at the meeting shall constitute quorum.

Frequency of Meeting:

The Steering Committee shall meet upon the written request of any Member or the Licensee and will meet a minimum of two times per year. Upon receipt of a written request, the Chair of the Committee shall set a date for a meeting within 60 days of receipt of the request and shall notify all Members in writing of the meeting date.

Funding

Neither the Steering Committee nor any Owner shall be obliged to fund the management, operation or capital improvements of the Lands. It is expected that the Licensee shall seek funds available under specific programs and shall raise funds through approved activities or services. Notwithstanding this provision, the Licensee may make annual requests for funding to the Owners for specific projects. Determination of such a funding request shall be at the discretion of each Owner as part of their annual budget process.

Schedule “C”**Maintenance Guidelines**

The following activities will serve as guidelines for the annual maintenance program for the recreational trail:

The following activities are considered part of a required annual maintenance program:	
Summer Grading	Once per year to shape the trail, remove potholes and provide drainage of the traveled portion of the trail.
Brushing and Grass Cutting	Cut grass and clear the trail as necessary including road crossing visibility triangles.
Bridge Cleaning	Clean dirt and debris off bridge bearings, abutment sills, superstructure and decks as necessary to prevent moisture being trapped that will promote the deterioration of the structure.
Winter Grooming	Three times per week for estimated 8 weeks of the year to make the trail surface even texture and free of ruts and tracks.
The following activities are anticipated responses to effect repairs occasioned by storms, accidents, vandalism, etc.	
Patrolling	- In the summer time it is recommended that the trail be patrolled once per month to check general conditions and identify trail damage that needs repair. - In the winter time the grooming operation could also serve as the patrol activity.
Typical items that will need to be attended to in a timely manner are as follows:	
Bridge Repair	- Within two days of being made aware of any damage that may jeopardize user safety (i.e. damage to traffic protection, handrails, deck damage, etc.) necessary repairs should be completed. - Damage not affecting user safety should be completed as soon as conveniently possible.
Trail Signs	- Signs related to safe use of the trail (i.e. stop signs at road crossings, speed warning signs, etc.) should be replaced within 1 day of the reported damage or vandalism. - Other signs (i.e. information, direction, etc.) that have been damaged or removed should be replaced as soon as conveniently possible.

Miscellaneous Items	• Repair work necessary to clear fallen trees, fill washouts, clear beaver dams, etc. should be responded to as necessary to maintain the uninterrupted safe use of the trail.
Source: Greer Galloway Group Inc. Letter dated October 11, 2000 to Eastern Ontario Trails Alliance	

By-Law No. 2017-0019

of

The Corporation of the County OF Frontenac

being a by-law to confirm all actions and proceedings of County Council on
April 18, 2017

Whereas Section 8 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Municipal Act* or any other Act; and;

Whereas Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto provides that a lower-tier municipality and an upper-tier municipality may pass by-laws respecting matters within the spheres of jurisdiction described in the Table to Subsection 2 subject to certain provisions, and;

Whereas Section 5 of the *Municipal Act, S.O. 2001, c. 25* and amendments thereto provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 shall be exercised by its council and by by-law unless the municipality is specifically authorized to do otherwise; and;

Whereas the Council of the County of Frontenac deems it expedient to confirm its actions and proceedings;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac hereby enacts as follows:

1. **That** all actions and proceedings of the Council of the County of Frontenac taken at its regular meeting held on April 18, 2017 be confirmed as actions for which the municipality has the capacity, rights, powers and privileges of a natural person.
2. **That** all actions and proceedings of the Council of the County of Frontenac taken at its regular meeting held on April 18, 2017 be confirmed as being matters within the spheres of jurisdiction described in Subsection 2 of Section 11 of the *Municipal Act, S.O. 2001, c.25* and amendments thereto.
3. **That** all actions and proceedings of the Council of the Corporation of the County of Frontenac taken at its regular meeting held on April 18, 2017 except those taken by by-law and those required by by-law to be done by resolution are hereby sanctioned, ratified and confirmed as though set out within and forming part of this by-law.

4. **That** this by-law shall come into force and take effect as of the final passing thereof.

Read a First and Second Time this 18th day of April 2017.

Read a Third Time and Finally Passed, Signed and Sealed this 18th day of April 2017.

The Corporation of the County Of Frontenac

Ron Vandewal, Warden

Jannette Amini, Clerk