

AGENDA COUNCIL MEETING

Monday, March 25, 2019, Call to Order 5:45 p.m. in Council Chambers, 5:47 p.m. for Closed Session, Reconvene into Open Meeting at 6:00 p.m

Halton Hills Town Hall, Council Chambers

1 Halton Hills Drive

WE REQUEST YOUR CO-OPERATION IN MAINTAINING THE FOCUS AT COUNCIL MEETINGS.
PLEASE REFRAIN FROM TALKING DURING DELEGATION PRESENTATIONS, AND PLEASE
ENSURE THAT ALL PAGERS AND CELLULAR TELEPHONES ARE SWITCHED TO A NONAUDIBLE FUNCTION

Pages

1. OPENING OF THE COUNCIL MEETING

5:45 p.m. Council Chambers

- 2. CLOSED MEETING/CONFIDENTIAL REPORTS FROM OFFICIALS
 - 1. MEMORANDUM NO. FIRE-2019-0002

FIRE SERVICES MEMORANDUM NO. FIRE-2019-0002 dated March 21, 2019 regarding labour relations and employee negotiations. (Negotiations)

(To be delivered under separate cover)

- 3. RECESS AT THE CALL OF THE CHAIR
- 4. RECONVENE INTO OPEN SESSION
- NATIONAL ANTHEM
- 6. ANNOUNCEMENTS
 - 1. Earth Week Celebrations
 - 2. National Volunteer Week
- 7. EMERGENCY BUSINESS MATTERS
- 8. DISCLOSURES OF PECUNIARY INTEREST/CONFLICT OF INTEREST

9. COUNCIL DELEGATIONS/PRESENTATIONS

1.	Transportation	and	Public	Works	Staff
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Presentation to Council regarding the 2019 Traffic Engineering Workplan.

10. RESOLUTION PREPARED TO ADOPT THE MINUTES OF THE PREVIOUS MEETING(S) OF COUNCIL

1.	Minutes of the Council Meeting held on March 5, 2019	5
2.	Public Meeting Minutes (2019-0002) dated March 5, 2019.	17
3.	Public Meeting Minutes (2019-0003) dated March 5, 2019.	23

Confidential Minutes of the Council Meeting held on March 5, 2019.

11. GENERAL COMMITTEE

4.

COUNCIL TO CONVENE INTO GENERAL COMMITTEE

Bryan Lewis, Chair

Vet Reports to be considered at General Committee

- 1. Public Meetings / Hearings
- 2. Delegations/Presentations regarding items in General Committee
- 3. Municipal Officers Reports to be Considered by General Committee

All Reports and Memorandums considered in General Committee are deemed "Emergency Action Items" or "For Information Items" which require final disposition by Council at this meeting.

Reports will be automatically held if there is a presentation, delegation, or public meeting on the matter.

REPORT NO. PLS-2019-0027

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PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0027 dated March 20, 2019 regarding Status Update on the Hidden Quarry Proposal.

b. REPORT NO. RP-2019-0016

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RECREATION AND PARKS REPORT NO. RP-2019-0016 dated March 7, 2019 regarding the Town of Halton Hills and the Mississauga Halton Local Health Integration Network – Multi-Sector Service Accountability Agreement.

		C.	MEM-TPW-2019-0009	90
			TRANSPORTATION AND PUBLIC WORKS MEMORANDUM NO. TPW-2019-0009 dated March 20, 2019 regarding Cameras on School Buses.	
	4.	Adjourn	back into Council	
12.			RECOMMENDATIONS FORWARDED FROM GENERAL OR APPROVAL	
13.			THE STANDING COMMITTEES (ADOPTION / RECEIPT OF COMMENDATIONS)	
	1.		of the Community and Corporate Affairs Committee Meeting held h 18, 2019.	92
	2.		f the Planning, Public Works and Transportation Committee held on March 19, 2019.	98
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14.	RECE	IPT OF M	IINUTES OF ADVISORY/SPECIALCOMMITTEES	
	1.	Minutes 2018.	of the Committee of Adjustment Meeting held on December 5,	102
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	3.		of the Downtown Georgetown BIA Board Meeting held on / 19, 2019.	108
15.	PETIT	IONS/CC	MMUNICATIONS/MOTIONS	
	1.	Cameras	s on School Buses	111
	2.		Aggregate Extraction Proponents to Demonstrate Need for the r Supply of Resources Proposed for Extraction	112
16.	ADVA	NCE NO	FICE OF MOTION	
	Motion	n(s) to be	brought forward to the next meeting of Council.	
17.	MOTIC	ON TO RI	ECEIVE AND FILE GENERAL INFORMATION PACKAGE	
			ared to receive the General Information Package dated March formation.	

18. MOTION TO APPROVE CLOSED SESSION ITEMS (Council to reconvene into Closed Session if required) 19. **CONSIDERATION OF BYLAWS** 114 1. BY-LAW NO. 2019-0011 A By-law to constitute the Halton Hills Committee of Adjustment and to repeal By-law No. 2015-0009. (Recommendation No. GC-2019-0016, Report No. ADMIN-2019-0008) 115 2. BY-LAW NO. 2019-0012 A by-law to amend By-law 2003-0116, as amended to provide for the establishment and structure of the Halton Hills Public Library Board. (Recommendation No. GC-2019-0016, Report No. ADMIN-2019-0008) 116 3. BY-LAW NO. 2019-0013 A By-law to appoint members to the Halton Hills Public Library Board and repeal By-law No. 2015-0010. (Recommendation No. GC-2019-0016, Report No. ADMIN-2019-0008) 117 4. BY-LAW NO. 2019-0014

A By-law to appoint individuals as both Members of the Property Standards Committee and as Fence Viewers for the Town of Halton Hills and to repeal By-law Nos. 2015-0007 and 2015-0008.

(Recommendation No. GC-2019-0016, Report No. ADMIN-2019-0008)

5. BY-LAW NO. 2019-0015

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A By-law to adopt the proceedings of the Council Meeting held on the 25th day of March, 2019 and to authorize its execution.

20. ADJOURNMENT



MINUTES

COUNCIL MEETING

TUESDAY, MARCH 5, 2019

The Town of Halton Hills Council met this 5th day of March, 2019, in the Council Chambers, 1 Halton Hills Drive Town Hall, commencing at 4:30 p.m., with Mayor R. Bonnette in the Chair and reconvened in Council Chambers at 6:00 p.m. for Open Session.

MEMBERS PRESENT: Mayor R. Bonnette

Councillor C. Somerville Councillor M. Albano Councillor J. Hurst Councillor T. Brown Councillor B. Lewis

Councillor W. Farrow-Reed Councillor M. Johnson, Councillor A. Lawlor

REGRETS: Councillor B. Inglis, Councillor J. Fogal

STAFF PRESENT: A. B. Marshall, Chief Administrative Officer.

(Open Session) S. Jones, Clerk & Director of Legislative Services

C. Mills, Commissioner of Transportation & Public Works J. Linhardt, Commissioner of Planning & Sustainability,

W. Harris, Commissioner of Recreation & Parks, J. Diamanti, Commissioner of Corporate Services, H. Olivieri, Chief & Commissioner of Fire Services,

M.J. Leighton, Manager of Accounting and Town Treasurer,

G. Cannon, Chief Librarian

STAFF PRESENT: A. B. Marshall, Chief Administrative Officer,

(Closed Session) S. Jones, Clerk & Director of Legislative Services

C. Mills, Commissioner of Transportation & Public Works J. Linhardt, Commissioner of Planning & Sustainability,

W. Harris, Commissioner of Recreation & Parks, J. Diamanti, Commissioner of Corporate Services, H. Olivieri, Chief & Commissioner of Fire Services.

M.J. Leighton, Manager of Accounting and Town Treasurer,

G. Cannon, Chief Librarian,

- R. Cockfield, Manager of Strategic Planning
- S. Burke, Manager of Strategic Research
- S. Gourlay, Manager of Purchasing (present for Item 2.2)

* Denotes Change From Council Agenda

1. OPENING OF THE COUNCIL MEETING

Mayor R. Bonnette called the meeting to order at 4:30 p.m. in the Council Chambers.

2. CLOSED MEETING/CONFIDENTIAL REPORTS FROM OFFICIALS

Resolution No. 2019-0041

Moved by: Councillor W. Farrow-Reed Seconded by: Councillor C. Somerville

THAT the Council of the Town of Halton Hills meet in closed session in order to address the following matters:

2.1

PLANNING AND SUSTAINABILITY REPORT NO. 2019-0018 dated February 15, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board. (Proposed minutes of Settlement)

2.2

RECREATION AND PARKS REPORT NO. RP-2019-0010 dated January 22, 2019 regarding a proposed or pending acquisition or disposition of land by the municipality or local board. (Surplus Lands)

CARRIED

Council convened into closed session at 4:35 p.m.

3. RECESS AT THE CALL OF THE CHAIR

Mayor R. Bonnette called for a recess at 5:15 p.m.

4. RECONVENE INTO OPEN SESSION

Resolution No. 2019-0042

Moved by: Councillor A. Lawlor Seconded by: Councillor B. Lewis

THAT the Council for the Town of Halton Hills reconvene this meeting in open session.

CARRIED

Council reconvened in Open Session at 6:00 p.m.

5. NATIONAL ANTHEM

6. ANNOUNCEMENTS

6.1 Bike It Committee Summit

Mayor R. Bonnette announced that the Bike it Committee Summit is taking place on Wednesday, March 6, 2019.

6.2 Trafalgar Sports Park "Field of Dreams"

Mayor R. Bonnette announced that the Trafalgar Sports Park "Field of Dreams" project is a partnership between the local sports organizations and the Town of Halton Hills.

The Halton Hills Minor Baseball Association and the Georgetown Slopitch League came forward to present their financial contribution to the Trafalgar Sports Park ball diamonds.

7. EMERGENCY BUSINESS MATTERS

Mayor R. Bonnette announced that there has been flooding and ice jams occurring in the Credit River in Glen Williams. He advised that Town Staff and Council have been monitoring the situation and are in contact with the Credit Valley Conservation Authority to see what can be done.

8. DISCLOSURES OF PECUNIARY INTEREST/CONFLICT OF INTEREST

There were no disclosures.

9. COUNCIL DELEGATIONS/PRESENTATIONS

NIL

10. RESOLUTION PREPARED TO ADOPT THE MINUTES OF THE PREVIOUS MEETING(S) OF COUNCIL

THAT the following minutes are hereby approved:

Resolution No. 2019-0043

Moved by: Councillor J. Hurst

Seconded by: Councillor W. Farrow-Reed

THAT the following minutes are hereby approved:

- 10.1 Minutes of the Council Meeting held on February 11, 2019.
- 10.2 Minutes of the Council Workshop held on February 11, 2019.
- 10.3 Minutes of the Special Council Meeting held on February 27, 2019.
- 10.4 Confidential Minutes of the Council Meeting held on February 11, 2019.
- 10.5 Confidential Minutes of the Council Workshop held on February 11, 2019.
- 10.6 Confidential Minutes of the Special Council meeting held on February 27, 2019.

CARRIED

11. GENERAL COMMITTEE

Resolution No. 2019-0044

Moved by: Councillor M. Albano Seconded by: Councillor B. Lewis

THAT Council do now convene into General Committee.

CARRIED

Councillor A. Lawlor assumed the role of Presiding Officer.

11.1 Public Meetings / Hearings

11.1.a

6:15 PM - Public Meeting

Proposed Zoning By-law Amendment and Draft Plan of Subdivision to allow for the development of 122 to 134 Residential Townhouse Units at 11571-11605 Trafalgar Road (Georgetown).

(Refer to Item No. 11.3.a of these Minutes, Report No. PLS-2019-0012)

11.1.b

6:45 PM - Public Meeting

Official Plan Amendment to implement the recommendations of the Glen Williams Mature Neighbourhood Study.

(Refer to Item No. 11.3.b of these Minutes, Report No. PLS-2019-0019)

11.2 Delegations/Presentations regarding items in General Committee NIL

11.3 Municipal Officers Reports to be Considered by General Committee

11.3.a REPORT NO. PLS-2019-0012

PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0012 dated February 12, 2019, with respect to the "Public Meeting for proposed Zoning By-law Amendment and Draft Plan of Subdivision to allow for the development of 122 to 134 residential townhouse units at 11571-11605 Trafalgar Road (Georgetown)".

Recommendation No. GC-2019-0014

THAT Report No. PLS-2019-0012, dated February 12, 2019, with respect to the "Public Meeting for proposed Zoning Bylaw Amendment and Draft Plan of Subdivision to allow for the development of 122 to 134 residential townhouse units at 11571-11605 Trafalgar Road (Georgetown)", be received;

AND FURTHER THAT all agency and public comments be referred to staff for a further report regarding the disposition of this matter.

CARRIED

11.3.b REPORT NO. PLS-2019-0019

PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0019 dated February 15, 2019, regarding a Statutory Public Meeting for a Town-initiated Official Plan Amendment and Zoning By-law Amendment to implement the recommendations of the Glen Williams Mature Neighbourhood Study.

Recommendation No. GC-2019-0015

THAT Report PLS-2019-0019, dated February 15, 2019, regarding a Statutory Public Meeting for a Town-initiated Official Plan Amendment and Zoning By-law Amendment to implement the recommendations of the Glen Williams Mature Neighbourhood Study, be received;

AND FURTHER THAT all comments received from the public be referred to staff to be considered in a further report to Council regarding the final disposition of the Town-initiated Official Plan Amendment and Zoning By-law Amendment to implement the recommendations of the Glen Williams Mature Neighbourhood Study.

CARRIED

11.3.c REPORT NO. ADMIN-2019-0008

OFFICE OF THE CAO REPORT NO. ADMIN-2019-0008 dated February 25, 2019 regarding Appointments to the 2019-2022 Citizen Advisory Committees and Boards.

Recommendation No. GC-2019-0016

THAT Report No. ADMIN-2019-0008 dated February 25, 2019 regarding Appointments to the 2019-2022 Citizen Advisory Committees and Boards be received;

AND FURTHER THAT Council appoint the persons recommended by the selection committees for the Committee of Adjustment, Property Standards Committee & Fence Viewers (Joint Committee), Active Transportation Committee, Heritage Halton Hills Committee, Site Alteration Committee, Halton Hills Accessibility Advisory Committee and the Halton Hills Public Library Board, as set out in Confidential Appendix A to this Report;

AND FURTHER THAT Staff be directed to bring forward a By-law to amend By-law 2005-0131 with regard to the composition of the Halton Hills Public Library Board to increase the overall number of members from 10 members to 11 members (nine individuals chosen from the public at large and two individuals who are members of Council).

CARRIED

11.3.d REPORT NO. RP-2019-0011

RECREATION AND PARKS REPORT NO. RP-2019-0011 dated February 15, 2019 regarding Development Agreement Update for Kiwanis Field.

Recommendation No. GC-2019-0017

THAT Report RP-2019-0011 regarding the Development Agreement Update for Kiwanis Field dated February15, 2019 be received:

AND FURTHER THAT the Mayor and Clerk be authorized to execute a Novation Agreement with the Halton District School Board per the terms contained within Report RP-2019-0011 to replace that originally approved through Bylaw 2010-0051.

CARRIED

11.3.e REPORT NO. TPW-2019-0011

TRANSPORTATION AND PUBLIC WORKS REPORT NO. TPW-2019-0011, dated February 15, 2019, regarding 2018 Building Permit Annual Report.

Recommendation No. GC-2019-0018

That Report No. TPW-2019-0011, dated February 15, 2019, regarding 2018 Building Permit Annual Report, be received.

CARRIED

11.4 Adjourn back into Council

THAT General Committee do now reconvene into Council.

12. REPORTS AND RECOMMENDATIONS FORWARDED FROM GENERAL COMMITTEE FOR APPROVAL

Resolution No. 2019-0045

Moved by: Councillor C. Somerville Seconded by: Councillor J. Hurst

THAT the recommendations regarding the Reports & Memorandums from the March 5, 2019 General Committee Meeting are hereby adopted:

GC-2019-0014

GC-2019-0015

GC-2019-0016

GC-2019-0017

GC-2019-0018

CARRIED

13. REPORTS OF THE STANDING COMMITTEES (ADOPTION / RECEIPT OF MINUTES & RECOMMENDATIONS)

Resolution No. 2019-0046

Moved by: Councillor C. Somerville

Seconded by: Councillor W. Farrow-Reed

THAT the following items are hereby approved:

- 13.1 Report of the Community and Corporate Affairs Committee Meeting held on February 26, 2019.
- 13.2 Report of the Planning Public Works and Transportation Committee Meeting held on February 26, 2019.

CARRIED

14. RECEIPT OF MINUTES OF ADVISORY/SPECIAL COMMITTEES

Resolution No. 2019-0047

Moved by: Councillor T. Brown

Seconded by: Councillor M. Johnson

THAT the following minutes are hereby received for information:

- 14.1 Minutes of the Halton Hills Public Library Board Meeting held on January 9, 2019.
- 14.2 Minutes of the Downtown Georgetown BIA Meeting held on December 18, 2018.

CARRIED

15. PETITIONS/COMMUNICATIONS/MOTIONS

15.1 Town of Halton Hills Support to the Region's West Nile Virus Response Plan

Resolution No. 2019-0048

Moved by: Councillor W. Farrow-Reed Seconded by: Councillor T. Brown

THAT Council confirms its support to the Region's 2019 West Nile Virus Response Plan;

AND FURTHER THAT Council authorizes the Clerk to sign a letter to the Director of Healthy Environments and Communicable Disease confirming that the Town of Halton Hills supports the Health Department's initiative in 2019.

CARRIED

16. ADVANCE NOTICE OF MOTION

NIL

17. MOTION TO RECEIVE AND FILE GENERAL INFORMATION PACKAGE

Resolution No. 2019-0049

Moved by: Councillor W. Farrow-Reed Seconded by: Councillor M. Albano

THAT the General Information Package dated March 5, 2019 be received.

CARRIED

18. MOTION TO APPROVE CLOSED SESSION ITEMS

2.1

PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0018 dated February 15, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the local municipality or local board. (Proposed Minutes of Settlement)

Resolution No. 2019-0050

Moved by: Councillor M. Albano

Seconded by: Councillor M. Johnson

THAT Report No. PLS-2019-0018 dated February 15, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the local municipality or local board(Proposed Minutes of Settlement) be received;

AND FURTHER THAT Staff carry out Council's direction on this matter.

CARRIED

2.2

RECREATION AND PARKS REPORT NO. RP-2019-0010 dated January 22, 2019 regarding a proposed or pending acquisition or disposition of land by the municipality or local board. (Surplus Lands)

Resolution No. 2019-0051

Moved by: Councillor M. Johnson Seconded by: Councillor B. Lewis

THAT Report No. RP-2019-0010 dated January 22, 2019 regarding a proposed or pending acquisition or disposition of land by the municipality or local board (Surplus Lands) be received;

AND FURTHER THAT staff carry out Council's direction on this matter.

CARRIED

19. CONSIDERATION OF BYLAWS

Resolution No. 2019-0052

Moved by: Councillor M. Johnson Seconded by: Councillor B. Lewis

THAT the following Bills are hereby passed by Council;

AND FURTHER THAT the Mayor and Clerk are hereby authorized to execute the said by-laws and affix the seal of the Corporation thereto:

BY-LAW NO. 2019-0007

A By-law to amend By-law No. 2018-0076, a by-law to permit the Municipality to impose fees or charges with respect to services or activities provided, related costs payable, and for the use of its property.

BY-LAW NO. 2019-0008

A By-law to regulate the obstruction, encumbering, injuring, or fouling of highways, and to repeal By-law No. 90-68.

BY-LAW NO. 2019-0009

A By-law to authorize the Mayor and Clerk to execute a Development Agreement with the Halton District School Board.

BY-LAW NO. 2019-0010

A By-law to adopt the proceedings of the Council Meeting held on the 5th day of March, 2019 and to authorize its execution.

CARRIED

20. ADJOURNMENT

Resolution No. 2019-0053
Moved by: Councillor C. Somerville
Seconded by: Councillor B. Lewis

THAT this Council meeting do now adjourn at 7:43 p.m.

CARRIED
Rick Bonnette, MAYOR
Suzanne Jones CLERK



PUBLIC MEETING-2019-0002

11571-11605 Trafalgar Road (Georgetown) Proposed Zoning By-law Amendment and Draft Plan of Subdivision to allow for the development of 122 to 134 Residential Townhouse Units

Minutes of the Public Meeting Committee held on Tuesday, March 5, 2019, 6:28 p.m., in the Council Chambers, Town of Halton Hills, Town Hall, 1 Halton Hills Drive, Halton Hills.

Councillor A. Lawlor chaired the meeting.

Councillor A. Lawlor advised the following:

The purpose of this Public Meeting is to inform and provide the public with the opportunity to ask questions or to express views with respect to the development proposal. The Councillors are here to observe and listen to your comments; however, they will not make any decisions this evening.

As the Chair, I am informing you that when Council makes a decision, should you disagree with that decision, the Planning Act provides you with an opportunity to appeal the decision to the Local Planning Appeal Tribunal for a hearing, subject to Tribunal validation of your appeal. Please note that if a person or public body does not make oral submissions at a public meeting or written submissions to the Town of Halton Hills before the decision is made, the person or public body is not entitled to appeal the decision of the Town of Halton Hills to the Local Planning Appeal Tribunal. In addition, if a person or public body does not make oral submission at a public meeting, or make written comments to the Town of Halton Hills before the decision is made the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal, unless, in the opinion of the Tribunal, there are reasonable grounds to do so. You may wish to talk to Planning staff regarding further information on the appeal process.

The Planning Act requires that at least one Public Meeting be held for each development proposal and that every person in attendance shall be given an opportunity to make representations in respect of the proposal.

The format of this Public Meeting is as follows:

- The Town will generally explain the purpose and details of an application;
- Next, the applicant will present any further relevant information, following which the public can obtain clarification, ask questions and express their views on the proposal.

The applicant and staff will attempt to answer questions or respond to concerns this evening. If this is not possible, the applicant and/or staff will follow up and obtain this information. Responses will be provided when this matter is brought forward and evaluated by Council at a later date.

SPECIFIC PROPOSAL

This Public Meeting involves an application by BV Georgetown GP Inc. to amend the Town of Halton Hills Zoning By-law 2010-0050, as amended, and for a Draft Plan of Subdivision application and to permit the development of 122 to 134 residential townhouse dwelling units to be accessed by a private condominium road.

TOWN'S OPPORTUNITY

The Chair called upon the Town's representative, Tony Boutassis, Senior Planner, to come forward to explain the proposal.

T. Boutassis stated that the purpose of the public meeting is to provide a summary of the Zoning By-law Amendment and Draft Plan of Subdivision applications submitted by BV Georgetown GP Inc. for the properties at 11571-11605 Trafalgar Road in Georgetown. A Public Meeting is required for both Zoning By-law Amendments and Draft Plan of Subdivisions under the Planning Act.

This Public Meeting is being held in accordance with the Mayor's Task Force on Public Engagement and the Public Engagement Charter. The Public Engagement Charter speaks to 3 levels of engagement, which are Inform, Consult and Collaborate. With this public meeting the Town of Halton Hills is informing and consulting with the public, and providing an opportunity for you to ask questions and share your views on the subject development proposal.

The subject lands are made up of 5 properties and are generally located on the east side of Trafalgar Road, immediately west of the CN Railway. The five properties have a combined area of approximately 3.16 hectares (7.80 acres) and contain a frontage of approximately 140 metres along Trafalgar Road.

With regard to the surrounding neighbourhood context, to the North there is the Georgetown Christian Reformed Church and Halton Hills Christian School. To the East is the CN Railway and further east the Civic Centre Area and Town Hall. To the South are residential properties that are part of the Trafalgar Road Redevelopment Area Phase 2 lands and to the West are the Trafalgar Sports Park; JS & Son Funeral Home and the Robert C. Austin Operations Centre across Trafalgar Rd.

The Town's Official Plan requires that a Comprehensive Development Plan or CDP be prepared for the subject lands. The CDP was completed and approved by Council on September 10, 2018. The main purpose of the CDP was to show how the all the lands within the Trafalgar Road Redevelopment Area could be developed together.

The CDP provided 3 development concepts of varying densities; outlined technical development constraints; contained detailed Urban Design Guidelines that future development would have to comply with and separated the CDP lands into 2 distinct phases.

The Zoning By-law Amendment and Subdivision application have been submitted for the Phase 1 lands. The Phase 2 lands are held under separate ownership and would be developed at a later date.

The Applicant has submitted two Development Concepts with their applications; one proposing 122 townhouse units and the other proposing 134 townhouse units. Both concepts are consistent with the concepts approved through the CDP.

Development Concept 1 proposes 122, 3-storey townhouse units made up of dual frontage townhouses along Trafalgar Road that are accessed from the interior road and traditional townhouses. Concept 1 also includes the following: a centralized parkette that would contain play equipment; one main full-movement access from Trafalgar Road that lines up with the driveway access across the street, and the interior road is proposed to be a private condominium road and is designed to provide access to the Phase 2 CDP lands. A total of 244 parking spaces are proposed with 2 spaces per unit (1 in the garage and the other on the driveway); and 40 visitor parking spaces located throughout the development site. A north to south pedestrian trail is also proposed for the site adjacent to the CN Rail corridor linking the site to Princess Anne Drive and the Phase 2 CDP lands. Once the Phase 2 lands are developed it is expected the trail will provide a connection to the Trafalgar Sports Park entrance.

With their submission, the Applicant provided a number of modern contemporary building elevation examples to give the Town an idea of what types of architectural design could be incorporated with the townhouses. The specific architectural design of the townhouse units would be approved through the required Site Plan process.

The subject lands form part of the designated Trafalgar Road Redevelopment Area, which are also subject to Residential Special Policy Area 5. This designation permits medium and high density residential uses. The Phase 2 lands contain a Greenlands designation associated with a watercourse which may impact the future development potential of the southern limits.

As previously mentioned, a CDP was completed and approved by Council on September 10, 2018. The CDP contemplates a total of 145-170 residential units to be accommodated on Phases 1 and 2 of the Trafalgar Road Redevelopment Lands. The subject lands are zoned Development (D) Zone, which does not permit the proposed townhouses. This Zone only permits buildings and structures that legally existed on the effective date of the By-law.

As indicated in the Official Plan, a Zoning By-law Amendment is required to bring the lands into conformity with the OP. The Zoning By-law Amendment proposes to rezone the subject lands to Medium Density Residential Two (MDR2) to accommodate the 3-storey townhouses and varying building typologies. The Applicant is seeking a number of site specific provisions to the MDR2 Zone including; Front, rear and side yard setbacks, Lot frontage, encroachments of porches, decks, stairs and architectural features; and, including definitions for the various building typologies being proposed.

The Draft Plan of Subdivision application is administrative in nature and is being submitted to create the necessary development block for the entire Phase 1 lands. Planning staff are still awaiting comments from various Town departments and external agencies, however, through the CDP we previously had a good understanding of the technical constraints present on the site.

The main comments provided to Planning staff so far deal with development concept selection, water and wastewater servicing and Preliminary comments from Halton Region and the Credit Valley Conservation Authority.

With the 2nd Submission, Town staff will be requiring the Applicant to select 1 of the Development Concepts to move forward with. Town staff have a preference for Development Concept 2, which proposes traditional townhouses, dual frontage townhouses and back-to-back townhouses. The reason for this is that the Concept provides a good range of building types and unit sizes that may assist in attracting a variety of different purchasers.

The subject lands are proposed to be developed on full municipal services through water and sanitary sewer connections to Princess Anne Drive. The Applicant has indicated that this is the most cost-efficient way to service the development rather than extending services down Trafalgar Road. To accommodate a the connection a portion of land will have to be acquired from the abutting Halton Hills Christian School property. The two parties have generally agreed on the purchase and sale of the lands, which is conditional upon the approval of a Severance application.

Town staff are awaiting detailed comments on the site servicing proposal from Halton Region. The Region & CVC have provided preliminary comments on the development proposal: The Region has indicated that neither of the Development concepts have taken into consideration the ultimate 42 metre right-of-way on Trafalgar Road; and, that a number of the submitted technical studies will require revisions and additional information is required with the 2nd Submission.

The CVC has indicated that they require; establishment of the limit of development and an associated buffer, which is typically 10 metres wide; and, they also require confirmation of the extent of the floodplain; and, if the proposed Zoning By-law Amendment and Draft Plan of Subdivision applications were approved, Site Plan, Draft Plan of Condominium and Part Lot Control Applications will be required to facilitate the development.

Staff will continue to work with the Applicant and External Agencies to satisfy these comments and any additional comments that are received.

With respect to public notice on February 5, 2019 public meeting notice was mailed to properties within 120 m of the subject lands. On February 7, 2019 public notice was posted in the Independent & Free Press. The Public Meeting was also advertised on the days leading up to tonight on the Town's website and various social media platforms like Facebook and Twitter.

To date Planning staff have received 1 phone call inquiry from a resident interested in potentially purchasing one of the townhouse units. A Public Information Centre for the CDP was held on June 6, 2017, which was well attended. The comments from individuals that attended the PIC were incorporated into the CDP Development Concepts approved by Council.

Any further comments received from the Public will be reviewed by Town staff and addressed through the review of these applications.

With regard to Future Steps; staff are awaiting comments from the public following the meeting tonight, staff are also awaiting additional comments from Town departments and external agencies and staff will work with the Applicant to satisfy all identified issues. A Final Report will be delivered to Council on the disposition of this matter

APPLICANT'S OPPORTUNITY

The Chair called upon the applicant to provide further information and details on the proposal.

The Applicant had nothing to add at this time.

PUBLIC'S OPPORTUNITY

The Chair asked if there were any persons in attendance who have questions, require further clarification or information or wish to present their views on the proposal.

No persons came forward to speak.

FINAL COMMENT FROM STAFF

The Chair asked if there was any further information which Town Staff wished to provide prior to the conclusion of the meeting.

Staff had no further information to add.

CONCLUSION OF MEETING

The Chair declared the Public Meeting closed. Council will take no action on this proposal tonight. Staff will be reporting at a later date with a recommendation for Council's consideration.

If you wish to receive further notification of this proposal, please leave your name and contact information with Mr. Boutassis in the foyer outside this Council Chamber, or with the Town Clerk during regular business hours. Only those persons who leave their names and contact information will be provided further notification. If you wish to speak to the proposal when it is brought before Council in the future, you must register as a delegation with the Town Clerk prior to the meeting.

If you wish to make a written submission the deadline for co	mment is March 29, 2019.	
The meeting adjourned at 6:44 p.m.		
	Rick Bonnette	_MAYOR
	Suzanne Jones	CLERK



PUBLIC MEETING-2019-0003

Glen Williams Mature Neighbourhood Study

Minutes of the Public Meeting Committee held on Tuesday, March 5, 2019, 6:45 p.m., in the Council Chambers, Town of Halton Hills, Town Hall, 1 Halton Hills Drive, Halton Hills.

Councillor A. Lawlor chaired the meeting.

Councillor A. Lawlor advised the following:

The purpose of this Public Meeting is to inform and consult with the public, and to provide the public with the opportunity to ask questions or to express views with respect to the proposed Official Plan Amendment and Zoning By-law Amendment to implement the proposed final recommendations of the Glen Williams Mature Neighbourhood Study.

The Councillors are here to observe and listen to your comments; however, they will not make any decisions this evening.

As the Chair, I am informing you that when Council makes a decision, should you disagree with that decision, the Planning Act provides you with an opportunity to appeal the decision to the Local Planning Appeal Tribunal for a hearing.

Please note that if a person or public body does not make oral submissions at a public meeting or written submissions to the Town of Halton Hills before the Official Plan Amendment and Zoning By-law Amendment is approved, the person or public body is not entitled to appeal the decision to the Local Planning Appeal Tribunal.

In addition, if a person or public body does not make an oral submission at a public meeting, or submit written comments to the Town of Halton Hills before the proposed Official Plan Amendment and Zoning By-law Amendment is approved, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal, unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

You may wish to talk to Town staff regarding further information on the appeal process.

The Planning Act requires that a Statutory Public Meeting be held for a proposal to amend the Official Plan or Zoning By-law.

The format of this Public Meeting is as follows:

- The Town's consultant, Dana Anderson of MHBC, will give a presentation explaining the purpose and details of the proposed amendments;
- Next, the public can obtain clarification, ask questions and express their views on the proposal.

The Town's consultants and staff will attempt to answer questions or respond to concerns this evening. If this is not possible, staff will follow up and obtain this information. Responses will be provided when this matter is brought forward and evaluated by Council at a later date.

SPECIFIC PROPOSAL

This Public Meeting involves a proposed Official Plan Amendment to the Glen Williams Secondary Plan, and an Amendment to the Town's Comprehensive Zoning By-law, to implement the final recommendations of the Glen Williams Mature Neighbourhood Study.

TOWN'S OPPORTUNITY

The Chair called upon the Town's representative, Dana Anderson, MHBC Planning, to come forward to explain the proposed Official Plan and Zoning By-law Amendment.

D. Anderson noted that the purpose of the study was to address the potential impact of the construction of large-scale residential rebuilds on the character and appearance of the mature neighbourhoods of Glen Williams and to examine what changes to the Town's Zoning By-law were needed to ensure that the character of the mature neighbourhoods of the hamlet can be maintained and changes to the Official Plan as necessary.

The Interim Control By-law(ICBL) was enacted in November, 2017 to restrict the size and scale of large home rebuilds within defined areas of Glen Williams, while the Glen Williams Mature Neighbourhood Study was being undertaken, the By-law is in effect until May 27, 2019.

The main study area focus was based on the boundary in the Interim Control By-law 2017-0070. The Study Area boundary was revised slightly from the ICBL boundary based on Glen Williams Community Association input. The areas outside the primary Study Area were also examined towards the end of the study based on Steering Committee input.

D. Anderson advised that this Public Meeting is being held in accordance with the Mayor's Task Force on Public Engagement and the Public Engagement Charter focusing on informing you and consulting with you, the public, and providing an opportunity for you to ask questions and share your views on the Town-initiated Official Plan and Zoning By-law Amendments.

Public Notice for this meeting was sent to all those on the Project Notification List and Public Notice was published in the Independent & Free Press and posted on the Town's website and project webpage on February 14, 2019 with a Courtesy Notice published on Feb. 28, 2019.

D. Anderson advised that at the Phase 1 Public Workshop, participants received graphic worksheets related to elements that define neighbourhood character grouped into 3 themes; lot features, housing features and neighbourhood features, The medium to high priorities that came out of this workshop were building height, lot coverage, garages, side yard setbacks, Ontario Heritage Act and tree protection.

At the Phase 2 Open House, staff and project consultants provided a presentation of the study process and how they arrived at the draft options. The draft options relating to each element were presented and participants were invited to provide input by; voting on which options they supported, which options, if any, needed to be changed, and, which options they disagreed with.

The options with respect to lot coverage were; 1) to maintain no lot coverage provision (existing results in varying lot coverages); 2) to introduce lot coverage controls (10%, 20%, 30%). The majority were interested in introducing lot coverage controls.

The options with respect to garages were; 1) no change, exempt rear yard garages from lot coverage calculations (to encourage rear yard garages as it gives more space between houses); 2) require garages to be recessed by at least 1m from the front of the house. The majority were interested in exempting rear yard garages from lot coverage calculations and were interested in requiring garages to be recessed by at least 1m from the front of the house.

The options with respect to height were; 1) decreasing max building height from 11m to 9m or 10m, houses under 6m – minimum side yard setback =2.25m on both sides; 2) houses 6-8m – minimum side yard setback =2.25m on one side & 4.5m on the other; 3) houses over 8m – minimum side yard setback =4.5m on both sides. The majority were interested in decreasing building height to 9m and in having building height be proportional to side yard setbacks.

The options with respect to Heritage Conservation District (HCD) were; 1) Should the Town study this issue further? 2) Should the Town provide residents with further information regarding HCD's? 3) Should the Town hold a public workshop and or survey to see if people in the Glen would like to start a HCD study? Many were interested in receiving further information regarding HCD's and some commented that HCDs should be considered in certain parts of the Glen.

The options with respect to Tree protection were; 1) Should the Town study this issue further? 2) Should the Town review tree replacement and incentives programs instead of tree removal restriction. Many were interested in receiving more information regarding tree protection and a few were interested in having the Town review tree replacement and incentives programs instead of tree removal restrictions. One commented saying they would like a tree by-law to be put in place

The Steering Committee requested that maximum lot coverage should also be reviewed for HR2 zoned lots in the study area and HR1 and HR2 zoned lots outside the study area. Based on additional analysis conducted by the project team, many of the HR1 and HR2 zoned lots examined had an existing lot coverage of around 10%.

15% maximum lot coverage seemed an appropriate maximum to introduce some control on the building envelope of the home, without overly restricting rebuilds on these larger primarily HR2 zoned lots.

The Final Recommendations with regards to the Official Plan Amendment were:

- Introduce objective to Section H4.2 Objectives of the Secondary Plan that addresses the
 maintenance and enhancement of the character of Mature Neighbourhood Areas by
 ensuring compatibility with the existing character of the neighbourhood.
- 2. Introduce a new sub-section to the Secondary Plan under Section H4.3 General Policies, that addresses change in mature neighbourhoods including the following definition for Mature Neighbourhood Areas:

Mature Neighbourhood Areas are those areas of Glen Williams characterized by older established residential development, either on smaller lots in the historic core, or on larger lots but with a distinct character in other older areas of the hamlet. These areas are delineated in the Zoning By-law.

This section also establishes the following additional criteria against which to evaluate large home rebuilds and accessory buildings if a minor variance to the implementing zoning by-law is required:

- a) compatibility with existing building orientation and building setbacks;
- b) that the scale, massing, building height, and built form features are compatible with the existing character of the neighbourhood;
- c) the preservation of landscaped open space areas and the protection of existing trees; and,
- d) that impacts on adjacent properties are minimized.

The Final Recommendations with regards to the Zoning By-law Amendment were:

 Introduce Mature Neighbourhood – Glen Williams provisions to Section 9 of the Zoning By-Law, including the following standards for Single Detached Dwellings in the following zones:

For HR1 (MN1) & HCC (MN1) Zones

Minimum Interior Side Yard Setback: 2.25 metres for the first storey, plus an additional 1.2m for each storey above the first storey. A balcony or deck shall not be permitted on the second floor of the interior side yard elevations of any two storey dwelling.

Maximum Lot Coverage for 1 and 1.5 storey: 35% Maximum Lot Coverage for 2 and 2.5 storey: 30%

Attached private garage: must be recessed by at least 1m from the front of the house.

Maximum building height: 9m

For HR1 (MN2) Zones and HR2 (MN2) Zones

Maximum Lot Coverage: 15%

Maximum building height: 9m

Note: Rear yard detached garages are exempted from lot coverage calculations.

The special provisions for Non-Urban Zones in the Hamlet of Glen Williams are;

- 1. The minimum interior side yard is 2.25m for the first storey, plus an additional 1.2m for each full storey above the first storey. A balcony or deck shall not be permitted on the second floor of the interior side yard elevations of any two storey dwelling.
- 2. For existing lots with lot frontages of less than 18 metres, the existing minimum interior side yard for single detached dwellings existing prior to the passing of the by-law shall be permitted.
- 3. For dwellings with attached Private Garages, garages must be recessed by at least 1m from the front wall of the house.
- 4. Detached rear yard garages are exempt from the maximum lot coverage provisions of this by-law.
- 5. The wall of the private garage facing the lot line the driveway crosses to access the private garage is to be located no closer than 5.5 metres from that lot line.
- 6. Applicable only to single-detached dwellings.

The final recommendations with regards to tree protection were that because tree protection is beyond the scope of the Official Plan and the Zoning By-law, tree protection should be considered through a separate process outside of the Glen Williams Neighbourhood Study. The Town is preparing a comprehensive tree inventory and a tree management strategy which will include the recommended approach and tools (i.e. education, incentives, regulation etc.) to manage and enhance the Town's tree resources.

The final recommendations with respect to Heritage Conservation District are that the Town of Halton Hills maintains a municipal register of properties that are of cultural heritage value or interest. As the Town has been performing an ongoing evaluation of its cultural heritage resources and updating its heritage work program on a regular basis, it would be appropriate for the Town to give further consideration to the identification of areas for Heritage Conservation District study within certain blocks of Glen Williams as part of its ongoing heritage work program and as provided for in the Town's Official Plan.

Moving forward Town Staff will review and consider public comments, submit a Final Report to Council with proposed Amendments.

PUBLIC'S OPPORTUNITY

The Chair asked if there were any persons who have questions, require further clarification or information or wish to present their views on the proposal.

The following persons came forward:

Wayne Scott, 15 Credit Street, Glen Williams

W. Scott stated that he felt the proposed amendments needed to go further with regards to replacement of homes to address the potential issue of a catastrophic event where a home is burned to the ground. Mr. Scott stated that with what is proposed it appears that the home owner would be unable to rebuild what previously existed. They would have to build to meet the new standards. He stated that a home owner should be able to rebuild what existed if they so choose to do so.

Mr. Scott also had concerns about the treatment of corner lots as the orientation of existing built homes do not conform to the new standards and home owners with corner lots should understand how the new standards affect them. The owners of pre-existing homes should understand how the new standards may affect their property.

- D. Anderson advised that under other existing legislation there are general provisions that allow home owners whose home has burned to the ground to rebuild and are not required to meet new standards.
- J. Linhardt noted that the Final Report will flush out the details regarding this issue.

Neal Panchuk, 100 Confederation Street, Glen Williams

- N. Panchuk suggested that side yard setbacks should apply to the upper floors with respect to balcony's etc.
- D. Anderson stated that the By-law notes this.

FINAL COMMENT FROM STAFF

The Chair asked if there was any further information which Town Staff or the Consultant wished to provide prior to the conclusion of the meeting.

Staff had no further information to add.

CONCLUSION OF MEETING

The Chair declared the Public Meeting closed. Council will take no action on this proposal tonight. Staff will be reporting at a later date with a recommendation for Council's consideration.

If you wish to receive further notification on this matter, please leave your name with Steve Burke in the foyer outside this Council Chambers, or with the Town Clerk during regular business hours. Only those persons who leave their names will be provided further notification. If you wish to speak to the proposal when it is brought before Council in the future, you must register as a delegation with the Town Clerk prior to the meeting.

If you wish to make a written submission, the deadline for comment is March 18, 2019.

The meeting adjourned at 7:25 p.m.

	MAYOR
Rick Bonnette	
	CLERK
Suzanne Jones	



REPORT

REPORT TO: Mayor Bonnette and Members of Council

REPORT FROM: Jeff Markowiak, Manager of Development Review

DATE: March 20, 2019

REPORT NO.: PLS-2019-0027

RE: Status Update on the Hidden Quarry Proposal

RECOMMENDATION:

THAT Report No. PLS-2019-0027, dated March 20, 2019, regarding the "Status Update on the Hidden Quarry Proposal" be received for information.

PURPOSE OF THE REPORT:

The purpose of this report is to provide Council with an update on the current status of the James Dick Construction Ltd. (JDCL) Hidden Quarry proposal and impending LPAT proceedings on May 21, 2019.

The Hidden Quarry is proposed within the Township of Guelph/Eramosa on a site that is located approximately 2.5 kilometres west of the Town of Halton Hills.

BACKGROUND:

Original Applications:

In 2012 James Dick Construction Ltd. (the Applicant) applied to the Ministry of Natural Resources and Forestry (MNRF) through the Aggregate Resources Act (ARA) for a Category 2, Class A Quarry License seeking to establish a new quarry, referred to as the "Hidden Quarry", on lands located at the north-east corner of Highway 7 and Sixth Line in the neighbourhing Township of Guelph/Eramosa. The site subject to the application is approximately 39.4 hectares in size, of which 24.8 hectares is proposed for aggregate extraction. Approximately 12 million tonnes of aggregate is planned for extraction both above and below the water table, with no dewatering. This would include 2 million tonnes of unconsolidated material and 10 million tonnes of bedrock, with a minimum annual extraction limit of 700,000 tonnes. Three phases are planned, with extraction starting at the north-west corner of the lands.

James Dick Construction Ltd. (JDCL) also filed a Zoning By-law Amendment application (ZBA 09/12) with the Township of Guelph/Eramosa in 2012 to facilitate the proposed quarry.

On May 25, 2015, the Applicant appealed the Zoning By-law Amendment application to the Ontario Municipal Board (OMB) citing a lack of decision by the Guelph/Eramosa Township Council. On July 6, 2015, the MNRF also referred the ARA Quarry License application to the OMB so that it could be jointly considered with the Zoning By-law Amendment appeal.

OMB Process and New Applications:

Following JDCL's OMB appeal, Guelph/Eramosa adopted a new comprehensive Zoning By-law (40/2016). Shortly after the OMB hearing started in 2016 the Board ruled that it no longer had jurisdiction to consider the matter because JDCL had originally applied under the Township's old By-law, which had since been repealed. Therefore, the OMB hearing was adjourned until James Dick filed a new application with Guelph/Eramosa seeking to amend their new Zoning By-law. Additionally, the County of Wellington also made changes to their Official Plan affecting permissions for a quarry on the subject lands since JDCL originally filed their application in 2012. As a result, JDCL was required to also file an Official Plan Amendment application.

Towards the end of 2016 the Applicant filed the necessary Official Plan and Zoning Bylaw Amendment applications (File No(s). OPA-2016-09 and ZBA 09/12). Following the lapse of the statutory decision-making period James Dick subsequently appealed both applications to the OMB in 2017.

COMMENTS:

Town Objections and Participation in OMB Process:

In April 2013 both the Town of Halton Hills and Region of Halton submitted letters of objection to the ARA License application to the Ministry of Natural Resources and Forestry (MNRF) and James Dick Construction Limited (JDCL).

Following JDCL's 2015 appeal of their Zoning by-law Amendment application to the OMB both the Town and Region obtained Party Status to the hearing. Together, the Town and Region retained legal counsel and technical experts to jointly defend the interests of the community.

Following JDCL's submission of the Official Plan Amendment and new Zoning By-law Amendment applications in 2016 the Town and Region again issued letters of objection to the quarry. Both the Town and Region maintained Party Status before the OMB once JDCL appealed both of those applications following the lapse of the statutory decision-making period in 2017.

Recent Activities and Next Steps:

The OMB (now Local Planning Appeal Tribunal (LPAT)) has set a hearing date of May 21 to July 12, 2019, to consider the OPA and ZBA applications as well as the original ARA Quarry License application.

In October 2018 the Town and Region provided an updated issues list to LPAT to be contested at the May 2019 hearing. The Town's primary issue relates to:

 potential impacts related to traffic generated by the quarry, such as proper assessment of proposed haul routes, requirement for improvements to the proposed haul routes and the need for a haul route agreement.

In addition to concerns with traffic and the haul route, the Region and other involved parties have also identified the following issues:

- the protection of natural heritage and water resources, such as proper consideration of impacts on ground and surface water quality and supply; consideration of underlying karst geology; proper consideration of stormwater management; and, proper inclusion of an adaptive management plan for the natural heritage system.
- Concerns regarding noise and blast/vibration impacts and proper assessment of flyrock potential.
- Potential impacts to cultural heritage, agriculture, air quality and visual impacts.
- consistency with the Provincial Policy Statement (PPS) and conformity with the Wellington County Official Plan and Region of Halton Official Plan, as amended by ROPA 38, has not been demonstrated.

Over the past few weeks James Dick Construction Limited's consultants have submitted revised plans and reports seeking to address items on the Region's issues list related to blasting, stormwater management, hydrogeology and natural heritage in an effort to resolve their concerns. The Region's consultants are in the process of reviewing these materials.

Council should also be aware that in December 2018 JDCL submitted a motion in writing to the LPAT seeking to strike out some of the Town and Region's issues related to the use of Highway 7 as a haul route for the quarry and the applicability of the Halton Region Official Plan to the hearing. The Town and Region's solicitor responded to the motion in January 2019; the parties are currently awaiting a decision from LPAT on JDCL's motion.

RELATIONSHIP TO STRATEGIC PLAN:

This report relates, in part, to the following Strategic Action Plan priority adopted by Council for this term:

4. Transportation/Mobility

E. Develop a long-term Truck Movement Strategy for the Town that respects the road maintenance and safety needs of the Town.

FINANCIAL IMPACT:

There is no financial impact associated with this particular report.

CONSULTATION:

Planning staff has consulted with the appropriate departments in the preparation of this report.

PUBLIC ENGAGEMENT:

No public notification or engagement is required for this report.

SUSTAINABILITY IMPLICATIONS:

The Town is committed to implementing our Community Sustainability Strategy, Imagine Halton Hills. Doing so will lead to a higher quality of life.

The report's recommendation is not applicable to the Strategy's implementation.

COMMUNICATIONS:

There is no communications impact pertaining to this report.

CONCLUSION:

This report is to be received by Council for information purposes.

Reviewed and Approved by,

Drent Warskal

John Linhardt, Commissioner of Planning and Sustainability

Brent Marshall, Chief Administrative Officer



REPORT

REPORT TO: Mayor Bonnette and Members of Council

REPORT FROM: Samantha Howard

DATE: March 7, 2019

REPORT NO.: RP-2019-0016

RE: Town of Halton Hills and the Mississauga Halton Local Health

Integration Network – Multi-Sector Service Accountability

Agreement File: R05 SE

RECOMMENDATION:

That Report RP-2019-0016 dated March 7, 2019 regarding the Mississauga Halton Local Health Integration Network – Multi-Sector Service Accountability Agreement be received:

AND FURTHER THAT the Mayor and Clerk be authorize to execute the agreement between the Town of Halton Hills and the Mississauga Halton Local Health Integration Network (MHLHIN) as shown in Appendix A of Report RP-2019-0016.

BACKGROUND:

The Town of Halton Hills provides resources, programs and facilities to enhance the quality of life for older adults. The Recreation and Parks Department encourages and facilitates opportunities for older adults in the community of Halton Hills to participate in recreation and leisure activities that support and promote a healthy lifestyle.

One of the primary resources in supporting the needs of older adult residents is the two Hillsview Active Living Centres in the Town of Halton Hills. The Georgetown and Acton Hillsview Active Living Centres were established in June of 1995. Memorandum of Understanding (MOU) agreements were developed between the Centres' Board of Directors and the Town of Halton Hills which outlines the terms and conditions of this partnership. As Council is aware, each of the Centres contribute 25% of the annual operating costs with the balance of support (75%) coming from the Town of Halton Hills.

Important funding sources for both Hillsview Active Living programs have come through two grant programs under the Ministry of Health Long Term Care (MOHLTC). These two grants had a total amount of \$165,305.00 in 2018. In 2019 these grants are now

provided between two Ministries. This report refers to the \$79 369 grant the Town has received under MHLHIN. The other grant is under the Seniors Active Living Centre (SALC) funding program in the Ministry of Seniors Affairs. Currently there is a grant application request for \$85,400.00 for continuous funding and a further grant application for \$30,000.00 for one time funding.

COMMENTS:

The purpose of this report is to seek Council's authorization to enter into a Multi-Sector Service Accountability Agreement with the MHLHIN for annual operating funds for the Hillsview Active Living Centre.

<u>Multi-Sector Service Accountability Agreement (M-SAA)</u>

The existing funding agreement with MOHLTC expires March 31, 2019. As directed by the funding authority (MHLHIN), staff has been provided with an agreement (received on March 4, 2019) which will ensure continued funding April 1, 2019 through to March 31, 2022. Based on the submission, the Town of Halton Hills will receive annual funding of \$79 356 for the duration of this agreement.

Staff have been advised by the MHLHIN that the provincial review of the alignment of the provision of health services should not impact the funding commitment of the M-SSA to 2022, at this time.

RELATIONSHIP TO STRATEGIC PLAN:

The recommendations contained in this report support the following Strategic objectives;

- A.3 To provide a broad range of educational, recreational and cultural services that meet the needs of our residents.
- G.1 To provide infrastructure and services that meets the needs of our community in an efficient, effective and environmentally sustainable manner.
- G.2 To ensure that infrastructure required for growth is provided in a timely manner
- G.4 To partner with other orders of government, and the private sector, to plan and finance infrastructure expansion and improvements.

FINANCIAL IMPACT:

Funding from the MOHLTC has significantly benefitted the net operating costs of Hillsview Active Living Centres since their inception. In 2018 the gross operating costs were \$801,175, with the MOHLTC contributing \$165,305 and the Hillsview Active Living Centres Boards of Directors contributing \$122,914, Centre generated revenues of \$62,201 with a balance of \$450,455 offset through the Town's operating Budget. The 2019 budget contains the funding provisions from the MOHLTC.

CONSULTATION:

Ministry of Health and Long Term Care and MHLHIN representatives as well as staff from Corporate Services were consulted during the preparation of this report.

PUBLIC ENGAGEMENT:

There is no public engagement associated with this report.

SUSTAINABILITY IMPLICATIONS:

The Town is committed to implementing our, Imagine Halton Hills. Doing so will lead to a higher quality of life.

The recommendation outlined in this report is not directly applicable to the implementation of the Community Sustainability Strategy.

COMMUNICATIONS:

The updated MSAA agreement will be shared with the Hillsview Active Living Centre Board of Directors.

CONCLUSION:

Research indicates that Active Living is vital to individual and community health and plays a significant role in preventative health care. The Municipality supports older adults by providing Hillsview Active Living Centres, and other facilities and programs to ensure they have opportunities for active healthy lifestyles. The Hillsview Active Living Centres continue to play a vital role in keeping our older adults physically involved and socially engaged. Staff continues to pursue funding from all sources in an effort to provide continued service through economic means, and will report back on any substantive changes to the provincially funded programs.

Reviewed and Approved by,

Warren Harris.

Drent Warshall

Warren Harris, Commissioner of Recreation and Parks

Brent Marshall, Chief Administrative Officer

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Mississauga Halton LHIN | RLISS de Mississauga Halton

700 Dorval Drive, Suite 500 Oakville, ON L6K 3V3 Tel: 905 337-7131 • Fax: 905 337-8330 Toll Free: 1 866 371-5446 www.mississaugahaltonlhin.on.ca 700 Dorval Drive, bureau 500 Oakville, ON L6K 3V3 Téléphone: 905 337-7131 Sans frais: 1 866 371-5446 Télécopieur: 905 337-8330 www.mississaugahaltonlhin.on.ca

March 4, 2019

Electronic Delivery Only

Ms. Suzanne Jones Clerk & Director of Legislative Services The Corporation of the Town of Halton Hills 1 Halton Hills Drive Halton Hills ON L7G 5G2

Dear Ms. Jones:

Re: 2019-2022 Multi-Sector Service Accountability Agreement with the Mississauga Halton Local Health Integration Network

The Mississauga Halton Local Health Integration Network (the "LHIN") and The Corporation of the Town of Halton Hills (the "HSP") entered into a Service Accountability Agreement for a one-year term effective April 1, 2018. The LHINs approved a new three-year Multi-Sector Service Accountability Agreement (the "MSAA") template for the period April 1, 2019 to March 31, 2022 to replace the current 2018/19 MSAA template.

The MSAA Schedules A, B, C, D, E (intentionally removed, and replaced with Mississauga Halton LHIN Funding Letter Template) and F have been revised to reflect updated financial, service activity and performance expectations for the 2019/20 fiscal year. The CAPS Narrative submitted by the HSP will not be included as a Schedule of the MSAA but will be utilized by the LHIN for planning purposes.

Please indicate the HSP's acceptance of the 2019-2022 Agreement and 2019/20 Schedules, by returning a signed copy of the agreement in PDF format, to the Mississauga Halton LHIN via email to Katie Halsall, Health System Performance Coordinator, Health System Performance, Funding and Contract Management at Katie.Halsall@lhins.on.ca by March 31, 2019.

In the event that the HSP is not be able to return a board-approved signed MSAA by the March 31, 2019 deadline, the HSP will need to provide the LHIN via email with a written declaration of its intent to sign, in



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advance of the deadline date. In this instance, the 2018/19 MSAA will be extended until the first meeting of the HSP's Board of Directors, after April 1, 2019, whereby the HSP will seek the requisite approval of its Board to enable the execution of the new MSAA.

Should you have any questions or concerns, please contact Jeanny Lau, Lead, Health System Performance, Funding and Contract Management at 905-337-7131 extension 271 or via email at Jeanny.Lau@lhins.on.ca.

The LHIN appreciates your organization's collaboration and hard work during this 2019-2022 MSAA process. We look forward to maintaining a strong working relationship with you.

Sincerely,

Sharon Lee Smith

Interim Chief Executive Officer

Tharmore Smith

Enclosed: 2019-2022 Multi-Sector Accountability Agreement with Schedules A, B, C, D and F

c: Rick Bonnette, Mayor, The Corporation of the Town of Halton Hills
 Mary Davies, Acting Board Chair, Mississauga Halton LHIN
 Dale McGregor, Chief Financial Officer & Vice President Finance, Performance & Corporate
 Services, Mississauga Halton LHIN

Laura Salisbury, Director, Health System Performance, Funding and Contract Management, Mississauga Halton LHIN

Jeanny Lau, Lead, Health System Performance, Funding and Contract Management, Mississauga Halton LHIN

MULTI-SECTOR SERVICE ACCOUNTABILITY AGREEMENT April 1, 2019 to March 31, 2022

SERVICE ACCOUNTABILITY AGREEMENT

With

THE CORPORATION OF THE TOWN OF HALTON HILLS

Effective Date: April 1, 2019

Index to Agreement

ARTICLE 1.0 -	- DEFINITIONS & INTERPRETATION

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

ARTICLE 3.0 — PROVISION OF SERVICES

ARTICLE 4.0 — FUNDING

ARTICLE 5.0 — REPAYMENT AND RECOVERY OF FUNDING

ARTICLE 6.0 — PLANNING & INTEGRATION

ARTICLE 7.0 — PERFORMANCE

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

ARTICLE 11.0 — LIMITATION OF LIABILITY, INDEMNITY & INSURANCE

ARTICLE 12.0 — TERMINATION AND EXPIRY OF AGREEMENT

ARTICLE 13.0 — NOTICE

ARTICLE 14.0 — ADDITIONAL PROVISIONS

ARTICLE 15.0 — ENTIRE AGREEMENT

Schedules

- A Total LHIN Funding
- B Reports
- C Directives, Guidelines and Policies
- D Performance
- E Project Funding Agreement Template Intentionally removed and replaced with Mississauga Halton LHIN Funding Letter Template
- F Declaration of Compliance

THIS AGREEMENT effective as of the 1St day of April, 2019

BETWEEN:

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK

(the "LHIN")

AND

THE CORPORATION OF THE TOWN OF HALTON HILLS

(the "HSP")

Background

This service accountability agreement, entered into pursuant to the *Local Health System Integration Act*, 2006 ("LHSIA"), reflects and supports the commitment of the LHIN and the HSP to, separately, jointly, and in cooperation with other stakeholders, work diligently and collaboratively toward the achievement of the purpose of LHSIA, namely "to provide for an integrated health system to improve the health of Ontarians through better access to high quality health services, co-ordinated health care in local health systems and across the province and effective and efficient management of the health system at the local level by local health integration networks".

The HSP and the LHIN, being committed to a health care system as envisioned by LHSIA, intend to cooperate to advance the purpose and objects of LHSIA and the further development of a patient-centered, integrated, accountable, transparent, and evidence-based health system contemplated by LHSIA. They will do so by such actions as: supporting the development and implementation of sub-regions and Health Links to facilitate regional integrated health care service delivery; breaking down silos that inhibit the seamless transition of patients within the health care system; striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system, including by identifying and addressing the root causes of health inequities, and by improving access to primary care, mental health and addiction services and wait times for specialists; and otherwise striving for the highest quality and continuous improvement in the delivery of health services and in all aspects of the health system.

The HSP and the LHIN are committed to working together, and with others, to achieve evolving provincial priorities including those described: in mandate letters from the Minister of Health and Long-Term Care to the LHIN; in the provincial strategic plan for the health system; and, in the LHIN's Integrated Health Services Plan.

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

In consideration of their respective agreements set out below, the LHIN and the HSP covenant and agree as follows:

ARTICLE 1.0 — DEFINITIONS & INTERPRETATION

- **1.1 Definitions.** In this Agreement the following terms will have the following meanings:
 - "Accountability Agreement" means the accountability agreement, as that term is defined in LHSIA, in place between the LHIN and the MOHLTC during a Funding Year, currently referred to as the Ministry-LHIN Accountability Agreement;
 - "Active Offer" means the clear and proactive offer of service in French to individuals, from the first point of contact, without placing the responsibility of requesting services in French on the individual;
 - "Agreement" means this agreement and includes the Schedules and any instrument amending this agreement or the Schedules;
 - "Annual Balanced Budget" means that, in each Funding Year of the term of this Agreement, the total revenues of the HSP are greater than or equal to the total expenses, from all sources, of the HSP;
 - "Applicable Law" means all federal, provincial or municipal laws, regulations, common law, orders, rules or by-laws that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement;
 - "Applicable Policy" means any rules, policies, directives, standards of practice or Program Parameters issued or adopted by the LHIN, the MOHLTC or other ministries or agencies of the province of Ontario that are applicable to the HSP, the Services, this Agreement and the parties' obligations under this Agreement during the term of this Agreement. Without limiting the generality of the foregoing,

Applicable Policy includes the other documents identified in Schedule C;

"Board" means:

- (a) in respect of an HSP that does not have a Long-Term Care Home Service Accountability Agreement with the LHIN and is:
 - (1) a corporation, the board of directors;
 - (2) a First Nation, the band council; and
 - (3) a municipality, the municipal council; and,
- (b) in respect of an HSP that has a Long-Term Care Home Service Accountability Agreement with the LHIN and may be:
 - (1) a corporation, the board of directors;
 - (2) a First Nation, the band council;
 - (3) a municipality, the committee of management;
 - (4) a board of management established by one or more municipalities or by one or more First Nations' band councils, the members of the board of management;
- "BPSAA" means the *Broader Public Sector Accountability Act, 2010* and regulations made under it, as it and they may be amended from time to time;
- "Budget" means the budget approved by the LHIN and appended to this Agreement in Schedule A;
- "CEO" means the individual accountable to the Board for the provision of the Services in accordance with the terms of this Agreement;

"Chair" means, if the HSP is:

- (a) a corporation, the Chair of the Board;
- (b) a First Nation, the Chief; and
- (c) a municipality, the Mayor,

or such other person properly authorized by the Board or under Applicable Law;

- "Compliance Declaration" means a compliance declaration substantially in the form set out in Schedule F:
- "Confidential Information" means information that is: (1) marked or otherwise identified as confidential by the disclosing party at the time the information is

provided to the receiving party; and (2) eligible for exclusion from disclosure at a public board meeting in accordance with section 9 of LHSIA. Confidential Information does not include information that: (a) was known to the receiving party prior to receiving the information from the disclosing party; (b) has become publicly known through no wrongful act of the receiving party; or (c) is required to be disclosed by law, provided that the receiving party provides Notice in a timely manner of such requirement to the disclosing party, consults with the disclosing party on the proposed form and nature of the disclosure, and ensures that any disclosure is made in strict accordance with Applicable Law;

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

- (a) the HSP;
- (b) a member of the HSP's Board; or
- (c) any person employed by the HSP who has the capacity to influence the HSP's decision,

has other commitments, relationships or financial interests that:

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

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

"Days" means calendar days;

"Designated" means designated as a public service agency under the FLSA;

"Digital Health" has the meaning ascribed to it in the Accountability Agreement and means the coordinated and integrated use of electronic systems, information and communication technologies to facilitate the collection, exchange and management of personal health information in order to improve the quality, access, productivity and sustainability of the healthcare system;

"Effective Date" means April 1, 2019;

"Explanatory Indicator" means a measure that is connected to and helps to explain performance in a Performance Indicator or a Monitoring Indicator. An Explanatory Indicator may or may not be a measure of the HSP's performance. No Performance Target is set for an Explanatory Indicator;

"Factors Beyond the HSP's control" include occurrences that are, in whole or in part, caused by persons, entities or events beyond the HSP's control. Examples may include, but are not limited to, the following:

- (a) significant costs associated with complying with new or amended Government of Ontario technical standards, guidelines, policies or legislation;
- (b) the availability of health care in the community (hospital care, long-term care, home care, and primary care);
- (c) the availability of health human resources; arbitration decisions that affect HSP employee compensation packages, including wage, benefit and pension compensation, which exceed reasonable HSP planned compensation settlement increases and in certain cases non-monetary arbitration awards that significantly impact upon HSP operational flexibility; and
- (d) catastrophic events, such as natural disasters and infectious disease outbreaks:

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

"FISA" means the French Language Services Act and the regulations made under it as it and they may be amended from time to time;

"Funding" means the amounts of money provided by the LHIN to the HSP in each Funding Year of this Agreement;

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

Year and ending on the following March 31;

"Health System Funding reform" has the meaning ascribed to it in the Accountability Agreement, and is a funding strategy that features quality-based funding to facilitate fiscal sustainability through high quality, evidence-based and patient-centred care;

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

"Identified" means identified by the LHIN or the MOHLTC to provide French language services;

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

"Interest Income" means interest earned on the Funding;

"LHIN cluster" has the meaning ascribed to it in the Accountability Agreement and is a grouping of LHINs for the purpose of advancing Digital Health initiatives through regional coordination aligned with the MOHLTC's provincial priorities;

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

"Mandate Letter" has the meaning ascribed to it in the Memorandum of Understanding between MOHLTC and the LHIN, and means a letter from MOHLTC to the LHIN establishing priorities in accordance with the Premier's mandate letter to MOHLTC:

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

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

- "Monitoring Indicator" means a measure of HSP performance that may be monitored against provincial results or provincial targets, but for which no Performance Target is set;
- "MSAA Indicator Technical Specifications document" means, as the context requires, either or both of the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Indicator Technical Specifications November 5, 2018 Version 1.3" and the document entitled "Multi-Sector Service Accountability Agreement (MSAA) 2019-20 Target and Corridor-Setting Guidelines" as they may be amended or replaced from time to time;
- "**Notice**" means any notice or other communication required to be provided pursuant to this Agreement or LHSIA;
- "Performance Agreement" means an agreement between an HSP and its CEO that requires the CEO to perform in a manner that enables the HSP to achieve the terms of this Agreement and any additional performance improvement targets set out in the HSP's annual quality improvement plan under the Excellent Care for All Act, 2010;
- "Performance Corridor" means the acceptable range of results around a Performance Target;
- "Performance Factor" means any matter that could or will significantly affect a party's ability to fulfill its obligations under this Agreement;
- "Performance Indicator" means a measure of HSP performance for which a Performance Target is set; technical specifications of specific Performance Indicators can be found in the MSAA Indicator Technical Specifications document:
- "Performance Standard" means the acceptable range of performance for a Performance Indicator or a Service Volume that results when a Performance Corridor is applied to a Performance Target;
- "Performance Target" means the level of performance expected of the HSP in respect of a Performance Indicator or a Service Volume;
- "Person or entity" includes any individual and any corporation, partnership, firm, joint venture or other single or collective form of organization under which business may be conducted;

"Planning Submission" or "CAPS" or "Community Accountability Planning Submission" means the HSP Board approved planning document submitted by the HSP to the LHIN. The form, content and scheduling of the Planning Submission will be identified by the LHIN;

"Program Parameter" means, in respect of a program, the provincial standards (such as operational, financial or service standards and policies, operating manuals and program eligibility), directives, guidelines and expectations and requirements for that program;

"Project Funding Agreement" means an agreement in the form of Schedule D that incorporates the terms of this Agreement and enables the LHIN to provide one-time or short term funding for a specific project or service that is not already described in the Schedules;

"Reports" means the reports described in Schedule B as well as any other reports or information required to be provided under LHSIA or this Agreement;

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

"Schedule" means any one, and "Schedules" mean any two or more, as the context requires, of the schedules appended to this Agreement including the following:

Schedule A: Total LHIN Funding;

Schedule B: Reports;

Schedule C: Directives, Guidelines and Policies;

Schedule D: Performance:

Schedule E: Project Funding Agreement Template (Intentionally removed and replaced with Mississauga Halton LHIN Funding Letter Template); and

Schedule F: Declaration of Compliance.

"Service Plan" means the Operating Plan and Budget appended as Schedules A and D2a of Schedule D;

"Services" means the care, programs, goods and other services described by reference to the Ontario Healthcare Reporting Standards functional centres in Schedule D2a of Schedule D, and in any Project Funding Agreement executed pursuant to this Agreement, and includes the type, volume, frequency and availability of the care, programs, goods and other services;

"Service Volume" means a measure of Services for which a Performance Target is set;

"Transition Plan" means a transition plan, acceptable to the LHIN that indicates how the needs of the HSP's clients will be met following the termination of this Agreement and how the transition of the clients to new service providers will be effected in a timely manner; and

"2014-18 MSAA" means the Multi-Sector Service Accountability Agreement April 1, 2014 to March 31, 2018.

- 1.2 Interpretation. Words in the singular include the plural and vice-versa. Words in one gender include all genders. The words "including" and "includes" are not intended to be limiting and shall mean "including without limitation" or "includes without limitation", as the case may be. The headings do not form part of this Agreement. They are for convenience of reference only and will not affect the interpretation of this Agreement. Terms used in the Schedules shall have the meanings set out in this Agreement unless separately and specifically defined in a Schedule in which case the definition in the Schedule shall govern for the purposes of that Schedule.
- **1.3 MSAA Indicator Technical Specification Document**. This Agreement shall be interpreted with reference to the MSAA Indicator Technical Specifications document.

ARTICLE 2.0 — TERM AND NATURE OF THIS AGREEMENT

- **2.1 Term**. The term of this Agreement will commence on the Effective Date and will expire on March 31, 2022 unless terminated earlier or extended pursuant to its terms.
- **2.2 A Service Accountability Agreement**. This Agreement is a service accountability agreement for the purposes of section 20(1) of LHSIA.

ARTICLE 3.0 — PROVISION OF SERVICES

- 3.1 Provision of Services.
 - (a) The HSP will provide the Services in accordance with, and otherwise comply with:
 - (1) the terms of this Agreement, including the Service Plan;
 - (2) Applicable Law; and
 - (3) Applicable Policy.

- (b) When providing the Services, the HSP will meet the Performance Standards and conditions identified in Schedule D and any applicable Project Funding Agreements.
- (c) Unless otherwise provided in this Agreement, the HSP will not reduce, stop, start, expand, cease to provide or transfer the provision of the Services or change its Service Plan except with Notice to the LHIN, and if required by Applicable Law or Applicable Policy, the prior written consent of the LHIN.
- (d) The HSP will not restrict or refuse the provision of Services to an individual, directly or indirectly, based on the geographic area in which the person resides in Ontario.
- (e) The HSP will not withdraw any Services from a patient with complex needs who continues to require those Services, unless prior to discharging that patient from the Services, the HSP has made alternate arrangements for equivalent services to be delivered to that patient.

3.2 Subcontracting for the Provision of Services.

- (a) The parties acknowledge that, subject to the provisions of LHSIA, the HSP may subcontract the provision of some or all of the Services. For the purposes of this Agreement, actions taken or not taken by the subcontractor, and Services provided by the subcontractor, will be deemed actions taken or not taken by the HSP, and Services provided by the HSP.
- (b) When entering into a subcontract the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under this Agreement. Without limiting the foregoing, the HSP will include a provision that permits the LHIN or its authorized representatives, to audit the subcontractor in respect of the subcontract if the LHIN or its authorized representatives determines that such an audit would be necessary to confirm that the HSP has complied with the terms of this Agreement.
- (c) Nothing contained in this Agreement or a subcontract will create a contractual relationship between any subcontractor or its directors, officers, employees, agents, partners, affiliates or volunteers and the LHIN.

- (d) When entering into a subcontract, the HSP agrees that the terms of the subcontract will enable the HSP to meet its obligations under the FLSA.
- 3.3 Conflict of Interest. The HSP will use the Funding, provide the Services and otherwise fulfil its obligations under this Agreement, without an actual, potential or perceived Conflict of Interest. The HSP will disclose to the LHIN without delay any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest and comply with any requirements prescribed by the LHIN to resolve any Conflict of Interest.
- **3.4 Digital Health**. The HSP agrees to:
 - (a) assist the LHIN to implement provincial Digital Health priorities for 2017-18 and thereafter in accordance with the Accountability Agreement, as may be amended or replaced from time to time;
 - (b) comply with any technical and information management standards, including those related to data, architecture, technology, privacy and security set for health service providers by MOHLTC or the LHIN within the timeframes set by MOHLTC or the LHIN as the case may be;
 - (c) implement and use the approved provincial Digital Health solutions identified in the LHIN Digital Health plan;
 - (d) implement technology solutions that are compatible or interoperable with the provincial blueprint and with the LHIN Cluster Digital Health plan; and
 - (e) include in its annual Planning Submissions, plans for achieving Digital Health priority initiatives.
- 3.5 French Language Services.
- 3.5.1 The LHIN will provide the MOHLTC "Guide to Requirements and Obligations of LHIN French Language Services" to the HSP and the HSP will fulfill its roles, responsibilities and other obligations set out therein.
- **3.5.2 If Not Identified or Designated**. If the HSP has not been Designated or Identified it will:
 - (a) develop and implement a plan to address the needs of the local Francophone community, including the provision of information on services available in French;

- (b) work towards applying the principles of Active Offer in the provision of services;
- (c) provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community; and
- (d) collect and submit to the LHIN as requested by the LHIN from time to time, French language service data.

3.5.3 If Identified. If the HSP is Identified it will:

- (a) work towards applying the principles of Active Offer in the provision of services;
- (b) provide services to the public in French in accordance with its existing French language services capacity;
- (c) develop, and provide to the LHIN upon request from time to time, a plan to become Designated by the date agreed to by the HSP and the LHIN;
- (d) continuously work towards improving its capacity to provide services in French and toward becoming Designated within the time frame agreed to by the parties;
- (e) provide a report to the LHIN that outlines progress in its capacity to provide services in French and toward becoming Designated;
- (f) annually, provide a report to the LHIN that outlines how it addresses the needs of its local Francophone community; and
- (g) collect and submit to the LHIN, as requested by the LHIN from time to time, French language services data.

3.5.4 If Designated. If the HSP is Designated it will:

- (a) apply the principles of Active Offer in the provision of services;
- (b) continue to provide services to the public in French in accordance with the provisions of the FLSA;
- (c) maintain its French language services capacity;
- (d) submit a French language implementation report to the LHIN on the date

- specified by the LHIN, and thereafter, on each anniversary of that date, or on such other dates as the LHIN may, by Notice, require; and
- (e) collect and submit to the LHIN as requested by the LHIN from time to time, French language services data.
- Mandate Letter Language. The LHIN will receive a Mandate Letter from MOHLTC annually. Each Mandate Letter articulates areas of focus for the LHIN, and MOHLTC's expectation that the LHIN and health service providers it funds will collaborate to advance these areas of focus. To assist the HSP in its collaborative efforts with the LHIN, the LHIN will share each relevant Mandate Letter with the HSP. The LHIN may also add local obligations to Schedule D as appropriate to further advance any priorities set put in a Mandate Letter.
- 3.7 Policies, Guidelines, Directives and Standards. Either the LHIN or the MOHLTC will give the HSP Notice of any amendments to the manuals, guidelines or policies identified in Schedule C. An amendment will be effective in accordance with the terms of the amendment. By signing a copy of this Agreement the HSP acknowledges that it has a copy of the documents identified in Schedule C.

ARTICLE 4.0 — FUNDING

- **4.1 Funding**. Subject to the terms of this Agreement, and in accordance with the applicable provisions of the Accountability Agreement, the LHIN:
 - (a) will provide the funds identified in Schedule A to the HSP for the purpose of providing or ensuring the provision of the Services; and
 - (b) will deposit the funds in regular instalments, once or twice monthly, over the term of this Agreement, into an account designated by the HSP provided that the account resides at a Canadian financial institution and is in the name of the HSP.
- **4.2 Limitation on Payment of Funding**. Despite section 4.1, the LHIN:
 - (a) will not provide any funds to the HSP until this Agreement is fully executed;
 - (b) may pro-rate the funds identified in Schedule A to the date on which this Agreement is signed, if that date is after April 1;
 - (c) will not provide any funds to the HSP until the HSP meets the insurance requirements described in section 11.4;

- (d) will not be required to continue to provide funds in the event the HSP breaches any of its obligations under this Agreement, until the breach is remedied to the LHIN's satisfaction; and
- (e) upon Notice to the HSP, may adjust the amount of funds it provides to the HSP in any Funding Year based upon the LHIN's assessment of the information contained in the Reports.
- **Appropriation**. Funding under this Agreement is conditional upon an appropriation of moneys by the Legislature of Ontario to the MOHLTC and funding of the LHIN by the MOHLTC pursuant to LHSIA. If the LHIN does not receive its anticipated funding the LHIN will not be obligated to make the payments required by this Agreement.

4.4 Additional Funding.

- (a) Unless the LHIN has agreed to do so in writing, the LHIN is not required to provide additional funds to the HSP for providing additional Services or for exceeding the requirements of Schedule D.
- (b) The HSP may request additional funding by submitting a proposal to amend its Service Plan. The HSP will abide by all decisions of the LHIN with respect to a proposal to amend the Service Plan and will make whatever changes are requested or approved by the LHIN. The Service Plan will be amended to include any approved additional funding.
- (c) **Funding Increases**. Before the LHIN can make an allocation of additional funds to the HSP, the parties will:
 - (1) agree on the amount of the increase;
 - agree on any terms and conditions that will apply to the increase;
 and
 - (3) execute an amendment to this Agreement that reflects the agreement reached.

4.5 Conditions of Funding.

- (a) The HSP will:
 - (1) fulfill all obligations in this Agreement;
 - (2) use the Funding only for the purpose of providing the Services in accordance with Applicable Law, Applicable Policy and the terms of

this Agreement;

- (3) spend the Funding only in accordance with the Service Plan; and
- (4) plan for and achieve an Annual Balanced Budget.
- (b) The LHIN may add such additional terms or conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding.
- (c) All Funding is subject to all Applicable Law and Applicable Policy, including Health System Funding Reform, as it may evolve or be replaced over the term of this Agreement.

4.6 Interest.

- (a) If the LHIN provides the Funding to the HSP prior to the HSP's immediate need for the Funding, the HSP shall place the Funding in an interest bearing account in the name of the HSP at a Canadian financial institution.
- (b) Interest Income must be used, within the fiscal year in which it is received, to provide the Services.
- (c) Interest Income will be reported to the LHIN and is subject to year-end reconciliation. In the event that some or all of the Interest Income is not used to provide the Services, the LHIN may take one or more of the following actions:
 - (1) the LHIN may deduct the amount equal to the unused Interest Income from any further Funding instalments under this or any other agreement with the HSP;
 - (2) the LHIN may require the HSP to pay an amount equal to the unused Interest Income to the Ministry of Finance.

4.7 Rebates, Credits and Refunds. The HSP:

- (a) acknowledges that rebates, credits and refunds it anticipates receiving from the use of the Funding have been incorporated in its Budget;
- (b) agrees that it will advise the LHIN if it receives any unanticipated rebates, credits and refunds from the use of the Funding, or from the use of funding received from either the LHIN or the MOHLTC in years prior to this Agreement that was not recorded in the year of the related expenditure; and

(c) agrees that all rebates, credits and refunds referred to in (b) will be considered Funding in the year that the rebates, credits and refunds are received, regardless of the year to which the rebates, credits and refunds relate.

4.8 Procurement of Goods and Services.

- (a) If the HSP is subject to the procurement provisions of the BPSAA, the HSP will abide by all directives and guidelines issued by the Management Board of Cabinet that are applicable to the HSP pursuant to the BPSAA.
- (b) If the HSP is not subject to the procurement provisions of the BPSAA, the HSP will have a procurement policy in place that requires the acquisition of supplies, equipment or services valued at over \$25,000 through a competitive process that ensures the best value for funds expended. If the HSP acquires supplies, equipment or services with the Funding it will do so through a process that is consistent with this policy.
- **4.9 Disposition**. The HSP will not, without the LHIN's prior written consent, sell, lease or otherwise dispose of any assets purchased with Funding, the cost of which exceeded \$25,000 at the time of purchase.

ARTICLE 5.0 — REPAYMENT AND RECOVERY OF FUNDING

5.1 Repayment and Recovery.

- (a) At the End of a Funding Year. If, in any Funding Year, the HSP has not spent all of the Funding the LHIN will require the repayment of the unspent Funding.
- (b) On Termination or Expiration of this Agreement. Upon termination or expiry of this Agreement and subject to section 12.4, the LHIN will require the repayment of any Funding remaining in the possession or under the control of the HSP and the payment of an amount equal to any Funding the HSP usedm for purposes not permitted by this Agreement. The LHIN will act reasonably and will consider the impact, if any, that a recovery of Funding will have on the HSP's ability to meet its obligations under this Agreement.
- (c) On Reconciliation and Settlement. If the year-end reconciliation and

- settlement process demonstrates that the HSP received Funding in excess of its confirmed funds, the LHIN will require the repayment of the excess Funding.
- (d) As a Result of Performance Management or System Planning. If Services are adjusted, as a result of the performance management or system planning processes, the LHIN may take one or more of the following actions:
 - (1) adjust the Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (e) In the Event of Forecasted Surpluses. If the HSP is forecasting a surplus, the LHIN may take one or more of the following actions:
 - (1) adjust the amount of Funding to be paid under Schedule A,
 - (2) require the repayment of excess Funding;
 - (3) adjust the amount of any future funding installments accordingly.
- (f) On the Request of the LHIN. The HSP will, at the request of the LHIN, repay the whole or any part of the Funding, or an amount equal thereto if the HSP:
 - (1) has provided false information to the LHIN knowing it to be false;
 - (2) breaches a term or condition of this Agreement and does not, within 30 Days after receiving Notice from the LHIN take reasonable steps to remedy the breach; or
 - (3) breaches any Applicable Law that directly relates to the provision of, or ensuring the provision of, the Services.
- (g) Sections 5.1(c) and (d) do not apply to Funding already expended properly in accordance with this Agreement. The LHIN will, at its sole discretion, and without liability or penalty, determine whether the Funding has been expended properly in accordance with this Agreement.
- **Provision for the Recovery of Funding**. The HSP will make reasonable and prudent provision for the recovery by the LHIN of any Funding for which the conditions of Funding set out in section 4.5 are not met and will hold this Funding in accordance with the provisions of section 4.6 until such time as reconciliation and settlement has occurred with the LHIN. Interest earned on

Funding will be reported and recovered in accordance with section 4.6.

5.3 Process for Recovery of Funding. If the LHIN, acting reasonably, determines that a recovery of Funding under section 5.1 is appropriate, then the LHIN will give 30 Days' Notice to the HSP.

The Notice will describe:

- (a) the amount of the proposed recovery;
- (b) the term of the recovery, if not permanent;
- (c) the proposed timing of the recovery;
- (d) the reasons for the recovery; and
- (e) the amendments, if any, that the LHIN proposes be made to the HSP's obligations under this Agreement.

Where the HSP disputes any matter set out in the Notice, the parties will discuss the circumstances that resulted in the Notice and the HSP may make representations to the LHIN about the matters set out in the Notice within 14 Days of receiving the Notice.

The LHIN will consider the representations made by the HSP and will advise the HSP of its decision. Funding recoveries, if any, will occur in accordance with the timing set out in the LHIN's decision. No recovery of Funding will be implemented earlier than 30 Days after the delivery of the Notice.

- **5.4 Settlement** and Recovery of Funding for Prior Years.
 - (a) The HSP acknowledges that settlement and recovery of Funding can occur up to 7 years after the provision of Funding.
 - (b) Recognizing the transition of responsibilities from the MOHLTC to the LHIN, the HSP agrees that if the parties are directed in writing to do so by the MOHLTC, the LHIN will settle and recover funding provided by the MOHLTC to the HSP prior to the transition of the Funding for the Services to the LHIN, provided that such settlement and recovery occurs within 7 years of the provision of the funding by the MOHLTC. All such settlements and recoveries will be subject to the terms applicable to the original provision of Funding.

5.5 Debt Due.

- (a) If the LHIN requires the re-payment by the HSP of any Funding, the amount required will be deemed to be a debt owing to the Crown by the HSP. The LHIN may adjust future funding instalments to recover the amounts owed or may, at its discretion direct the HSP to pay the amount owing to the Crown and the HSP shall comply immediately with any such direction.
- (b) All amounts repayable to the Crown will be paid by cheque payable to the "Ontario Minister of Finance" and mailed or delivered to the LHIN at the address provided in section 13.1.
- 5.6 Interest Rate. The LHIN may charge the HSP interest on any amount owing by the HSP at the then current interest rate charged by the Province of Ontario on accounts receivable.

ARTICLE 6.0 — PLANNING & INTEGRATION

6.1 Planning for Future Years.

- (a) Advance Notice. The LHIN will give at least 60 Days' Notice to the HSP of the date by which a CAPS must be submitted to the LHIN.
- (b) **Multi-Year Planning**. The CAPS will be in a form acceptable to the LHIN and may be required to incorporate:
 - (1) prudent multi-year financial forecasts;
 - (2) plans for the achievement of Performance Targets; and
 - (3) realistic risk management strategies.

It will be aligned with the LHIN's then current integrated health service plan required by LHSIA and will reflect local LHIN priorities and initiatives. If the LHIN has provided multi-year planning targets for the HSP, the CAPS will reflect the planning targets.

- (c) Multi-year Planning Targets. Schedule A may reflect an allocation for the first Funding Year of this Agreement as well as planning targets for up to two additional years, consistent with the term of this Agreement. In such an event,
 - (1) the HSP acknowledges that if it is provided with planning targets,

these targets:

- a. are targets only,
- b. are provided solely for the purposes of planning,
- c. are subject to confirmation, and
- d. may be changed at the discretion of the LHIN in consultation with the HSP.

The HSP will proactively manage the risks associated with multiyear planning and the potential changes to the planning targets; and

- (2) the LHIN agrees that it will communicate any changes to the planning targets as soon as reasonably possible.
- (d) Service Accountability Agreements. The HSP acknowledges that if the LHIN and the HSP enter into negotiations for a subsequent service accountability agreement, subsequent funding may be interrupted if the next service accountability agreement is not executed on or before the expiration date of this Agreement.

6.2 Community Engagement & Integration Activities.

- (a) Community Engagement. The HSP will engage the community of diverse persons and entities in the area where it provides health services when setting priorities for the delivery of health services and when developing plans for submission to the LHIN including but not limited to CAPS and integration proposals. As part of its community engagement activities, the HSPs will have in place and utilize effective mechanisms for engaging families, caregivers, clients, residents, patients and other individuals who use the services of the HSP, to help inform the HSP plans, including the HSP's contribution to the establishment and implementation by the LHIN of geographic sub-regions in its local health system.
- (b) Integration. The HSP will, separately and in conjunction with the LHIN and other health service providers, identify opportunities to integrate the services of the local health system to provide appropriate, coordinated, effective and efficient services.
- (c) **Reporting**. The HSP will report on its community engagement and integration activities, using any templates provided by the LHIN, as

requested by the LHIN and in any event, in its year-end report to the LHIN.

6.3 Planning and Integration Activity Pre-proposals.

- (a) General. A pre-proposal process has been developed to: (A) reduce the costs incurred by an HSP when proposing operational or service changes; (B) assist the HSP to carry out its statutory obligations; and (C) enable an effective and efficient response by the LHIN. Subject to specific direction from the LHIN, this pre-proposal process will be used in the following instances:
 - (1) the HSP is considering an integration or an integration of services, as defined in LHSIA between the HSP and another person or entity;
 - (2) the HSP is proposing to reduce, stop, start, expand or transfer the
 - (3) location of services, which for certainty includes: the transfer of services from the HSP to another person or entity whether within or outside of the LHIN; and the relocation or transfer of services from one of the HSP's sites to another of the HSP's sites whether within or outside of the LHIN;
 - (4) to identify opportunities to integrate the services of the local health system, other than those identified in (A) or (B) above; or
 - (5) if requested by the LHIN.
- (b) LHIN Evaluation of the Pre-proposal. Use of the pre-proposal process is not formal Notice of a proposed integration under section 27 of LHSIA. LHIN consent to develop the project concept outlined in a pre-proposal does not constitute approval to proceed with the project. Nor does the LHIN consent to develop a project concept presume the issuance of a favourable decision, should such a decision be required by sections 25 or 27 of LHSIA. Following the LHIN's review and evaluation, the HSP may be invited to submit a detailed proposal and a business plan for further analysis. Guidelines for the development of a detailed proposal and business case will be provided by the LHIN.
- **Proposing Integration Activities in the Planning Submission**. No integration activity described in section 6.3 may be proposed in a CAPS unless the LHIN has consented, in writing, to its inclusion pursuant to the process set out in section 6.3(b).
- **6.5 Definitions.** In this section 6.0, the terms "integrate", "integration" and "services" have the same meanings attributed to them in section 2(1) and

section 23 respectively of LHSIA, as it and they may be amended from time to time.

ARTICLE 7.0 — PERFORMANCE

7.1 Performance. The parties will strive to achieve on-going performance improvement.

They will address performance improvement in a proactive, collaborative and responsive manner.

7.2 Performance Factors.

- (a) Each party will notify the other party of the existence of a Performance Factor, as soon as reasonably possible after the party becomes aware of the Performance Factor. The Notice will:
 - (1) describe the Performance Factor and its actual or anticipated impact;
 - (2) include a description of any action the party is undertaking, or plans to undertake, to remedy or mitigate the Performance Factor;
 - (3) indicate whether the party is requesting a meeting to discuss the Performance Factor; and
 - (4) address any other issue or matter the party wishes to raise with the other party.
- (b) The recipient party will provide a written acknowledgment of receipt of the Notice within 7 Days of the date on which the Notice was received ("Date of the Notice").
- (c) Where a meeting has been requested under paragraph 7.2(a)(3), the parties agree to meet and discuss the Performance Factors within 14 Days of the Date of the Notice, in accordance with the provisions of section 7.3.

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

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

7.4 The Performance Improvement Process.

- (a) The Performance Improvement Process will focus on the risks of nonperformance and problem-solving. It may include one or more of the following actions:
 - (1) a requirement that the HSP develop and implement an improvement plan that is acceptable to the LHIN;
 - (2) the conduct of a Review;
 - (3) an amendment of the HSP's obligations;
 - (4) an in-year, or year-end, adjustment to the Funding, among other possible means of responding to the Performance Factor or improving performance.
- (b) Any performance improvement process begun under a prior service accountability agreement that was not completed under the prior agreement will continue under this Agreement.
- (c) Any performance improvement required by a LHIN under a prior service accountability agreement will be deemed to be a requirement of this Agreement until fulfilled or waived by the LHIN.
- **7.5** Factors Beyond the HSP's Control. Despite the foregoing, if the LHIN, acting reasonably, determines that the Performance Factor is, in whole or in part, a Factor Beyond the HSP's Control:
 - (a) the LHIN will collaborate with the HSP to develop and implement a mutually agreed upon joint response plan which may include an amendment of the HSP's obligations under this Agreement;
 - (b) the LHIN will not require the HSP to prepare an Improvement Plan; and
 - (c) the failure to meet an obligation under this Agreement will not be considered a breach of this Agreement to the extent that failure is caused by a Factor Beyond the HSP's Control.

ARTICLE 8.0 — REPORTING, ACCOUNTING AND REVIEW

8.1 Reporting.

(a) **Generally**. The LHIN's ability to enable its local health system to provide

appropriate, co-ordinated, effective and efficient health services, as contemplated by LHSIA, is heavily dependent on the timely collection and analysis of accurate information. The HSP acknowledges that the timely provision of accurate information related to the HSP, and its performance of its obligations under this Agreement, is under the HSP's control.

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

- (1) will provide to the LHIN, or to such other entity as the LHIN may direct, in the form and within the time specified by the LHIN, the Reports, other than personal health information as defined in LHSIA, that the LHIN requires for the purposes of exercising its powers and duties under this Agreement, the Accountability Agreement, LHSIA or for the purposes that are prescribed under any Applicable Law;
- (2) will fulfil the specific reporting requirements set out in Schedule B;
- (3) will ensure that every Report is complete, accurate, signed on behalf of the HSP by an authorized signing officer where required and provided in a timely manner and in a form satisfactory to the LHIN; and
- (4) agrees that every Report submitted to the LHIN by or on behalf of the HSP, will be deemed to have been authorized by the HSP for submission.

For certainty, nothing in this section 8.1 or in this Agreement restricts or otherwise limits the LHIN's right to access or to require access to personal health information as defined in LHSIA, in accordance with Applicable Law for purposes of carrying out the LHIN's statutory objects to achieve the purposes of LHSIA, including to provide certain services, supplies and equipment in accordance with section 5(m.1) of LHSIA and to manage placement of persons in accordance with section 5(m.2).

- (c) French Language Services. If the HSP is required to provide services to the public in French under the provisions of the FLSA, the HSP will be required to submit a French language services report to the LHIN. If the HSP is not required to provide services to the public in French under the provisions of the FLSA, it will be required to provide a report to the LHIN that outlines how the HSP addresses the needs of its local Francophone community.
- (d) **Declaration of Compliance**. Within 90 Days of the HSP's fiscal yearend, the Board will issue a Compliance Declaration declaring that the

HSP has complied with the terms of this Agreement. The form of the declaration is set out in Schedule F and may be amended by the LHIN from time to time through the term of this Agreement.

- (e) **Financial reductions**. Notwithstanding any other provision of this Agreement, and at the discretion of the LHIN, the HSP may be subject to a financial reduction in any of the following circumstances:
 - (1) its CAPS is received after the due date;
 - (2) its CAPS is incomplete;
 - (3) the quarterly performance reports are not provided when due; or
 - (4) financial or clinical data requirements are late, incomplete or inaccurate,

where the errors or delay were not as a result of LHIN actions or inaction or the actions or inactions of persons acting on behalf of the LHIN. If assessed, the financial reduction will be as follows:

- a. if received within 7 Days after the due date, incomplete or inaccurate, the financial penalty will be the greater of (1) a reduction of 0.02 percent (0.02%) of the Funding; or (2) two hundred and fifty dollars (\$250.00); and
- b. for every full or partial week of non-compliance thereafter, the rate will be one half of the initial reduction.

8.2 Reviews.

- (a) During the term of this Agreement and for 7 years after the term of this Agreement, the HSP agrees that the LHIN or its authorized representatives may conduct a Review of the HSP to confirm the HSP's fulfillment of its obligations under this Agreement. For these purposes the LHIN or its authorized representatives may, upon 24 hours' Notice to the HSP and during normal business hours enter the HSP's premises to:
 - inspect and copy any financial records, invoices and other financerelated documents, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding or otherwise to the Services; and
 - (2) inspect and copy non-financial records, other than personal health information as defined in LHSIA, in the possession or under the control of the HSP which relate to the Funding, the Services or otherwise to the performance of the HSP under this Agreement.
- (b) The cost of any Review will be borne by the HSP if the Review: (1) was

made necessary because the HSP did not comply with a requirement under LHSIA or this Agreement; or (2) indicates that the HSP has not fulfilled its obligations under this Agreement, including its obligations under Applicable Law and Applicable Policy.

- (c) To assist in respect of the rights set out in (a) above, the HSP shall disclose any information requested by the LHIN or its authorized representatives, and shall do so in a form requested by the LHIN or its authorized representatives.
- (d) The HSP may not commence a proceeding for damages or otherwise against any person with respect to any act done or omitted to be done, any conclusion reached or report submitted that is done in good faith in respect of a Review.

8.3 Document Retention and Record Maintenance. The HSP will

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

8.4 Disclosure of Information.

- (a) **FIPPA**. The HSP acknowledges that the LHIN is bound by FIPPA and that any information provided to the LHIN in connection with this Agreement may be subject to disclosure in accordance with FIPPA.
- (b) Confidential Information. The parties will treat Confidential Information as confidential and will not disclose Confidential Information except with the consent of the disclosing party or as permitted or required under FIPPA or the Personal Health Information Protection Act, 2004, LHSIA, court order, subpoena or other Applicable Law. Notwithstanding the foregoing, the LHIN may disclose information that it collects under this Agreement in accordance with LHSIA.

- **8.5 Transparency**. The HSP will post a copy of this Agreement and each Compliance Declaration submitted to the LHIN during the term of this Agreement in a conspicuous and easily accessible public place at its sites of operations to which this Agreement applies and on its public website, if the HSP operates a public website.
- **8.6** Auditor General. For greater certainty the LHIN's rights under this article are in addition to any rights provided to the Auditor General under the *Auditor General Act* (Ontario).

ARTICLE 9.0 — ACKNOWLEDGEMENT OF LHIN SUPPORT

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

9.2 Acknowledgment of Funding Support.

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

ARTICLE 10.0 — REPRESENTATIONS, WARRANTIES AND COVENANTS

- **10.1 General**. The HSP represents, warrants and covenants that:
 - (a) it is, and will continue for the term of this Agreement to be, a validly

- existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Services;
- (c) it holds all permits, licences, consents, intellectual property rights and authorities necessary to perform its obligations under this Agreement;
- (d) all information (including information relating to any eligibility requirements for Funding) that the HSP provided to the LHIN in support of its request for Funding was true and complete at the time the HSP provided it, and will, subject to the provision of Notice otherwise, continue to be true and complete for the term of this Agreement; and
- (e) it does, and will continue for the term of this Agreement to, operate in compliance with all Applicable Law and Applicable Policy, including observing where applicable, the requirements of the Corporations Act or successor legislation and the HSP's by-laws in respect of, but not limited to, the holding of board meetings, the requirements of quorum for decision-making, the maintenance of minutes for all board and committee meetings and the holding of members' meetings.

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

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

10.3 Governance.

- (a) The HSP represents, warrants and covenants that it has established, and will maintain for the period during which this Agreement is in effect, policies and procedures:
 - (1) that set out a code of conduct for, and that identify the ethical responsibilities for all persons at all levels of the HSP's organization;
 - (2) to ensure the ongoing effective functioning of the HSP;
 - (3) for effective and appropriate decision-making;
 - (4) for effective and prudent risk-management, including the identification and management of potential, actual and perceived conflicts of interest;
 - (5) for the prudent and effective management of the Funding;

- (6) to monitor and ensure the accurate and timely fulfillment of the HSP's obligations under this Agreement and compliance with LHSIA;
- (7) to enable the preparation, approval and delivery of all Reports;
- (8) to address complaints about the provision of Services, the management or governance of the HSP; and
- (9) to deal with such other matters as the HSP considers necessary to ensure that the HSP carries out its obligations under this Agreement.
- (b) The HSP represents and warrants that:
 - (1) it has, or will have within 60 Days of the execution of this Agreement, a Performance Agreement with its CEO that ties a reasonable portion of the CEO's compensation plan to the CEO's performance;
 - (2) it will take all reasonable care to ensure that its CEO complies with the Performance Agreement;
 - (3) it will enforce the HSP's rights under the Performance Agreement; and
 - (4) a reasonable portion of any compensation award provided to the CEO during the term of this Agreement will be pursuant to an evaluation of the CEO's performance under the Performance Agreement and the CEO's achievement of performance goals and performance improvement targets and in compliance with Applicable Law.

"compensation award", for the purposes of Section 10.3(b)(4) above, means all forms of payment, benefits and perquisites paid or provided, directly or indirectly, to or for the benefit of a CEO who performs duties and functions that entitle him or her to be paid.

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

- (a) the Funding is, and will continue to be, used only to provide the Services in accordance with the terms of this Agreement;
- (b) the Services are and will continue to be provided:
 - (1) by persons with the expertise, professional qualifications, licensing and skills necessary to complete their respective tasks; and
 - (2) in compliance with Applicable Law and Applicable Policy; and
- (c) every Report is accurate and in full compliance with the provisions of this

Agreement, including any particular requirements applicable to the Report and any material change to a Report will be communicated to the LHIN immediately.

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

ARTICLE 11.0 — IIMITATION OF LIABILITY, INDEMNITY & INSURANCE

- 11.1 Limitation of Liability. The Indemnified Parties will not be liable to the HSP or any of the HSP's Personnel and Volunteers for costs, losses, claims, liabilities and damages howsoever caused arising out of or in any way related to the Services or otherwise in connection with this Agreement, unless caused by the negligence or wilful act of any of the Indemnified Parties.
- 11.2 Ibid. For greater certainty and without limiting section 11.1, the LHIN is not liable for how the HSP and the HSP's Personnel and Volunteers carry out the Services and is therefore not responsible to the HSP for such Services. Moreover, the LHIN is not contracting with or employing any HSP's Personnel and Volunteers to carry out the terms of this Agreement. As such, it is not liable for contracting with, employing or terminating a contract with or the employment of any HSP's Personnel and Volunteers required to carry out this Agreement, nor for the withholding, collection or payment of any taxes, premiums, contributions or any other remittances due to government for the HSP's Personnel and Volunteers required by the HSP to carry out this Agreement.
- Indemnification. The HSP hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant costs), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, the "Claims"), by whomever made, sustained, brought or prosecuted (including for third party bodily injury (including death), personal injury and property damage), in any way based upon, occasioned by or attributable to anything done or omitted to be done by the HSP or the HSP's Personnel and Volunteers, in the course of the performance of the HSP's obligations under, or otherwise in connection with, this Agreement, unless caused by the negligence or wilful misconduct of any Indemnified Parties.

11.4 Insurance.

(a) **Generally**. The HSP shall protect itself from and against all Claims that might arise from anything done or omitted to be done by the HSP and the HSP's Personnel and Volunteers under this Agreement and more specifically all Claims that might arise from anything done or omitted to

be done under this Agreement where bodily injury (including personal injury), death or property damage, including loss of use of property is caused.

- (b) **Required Insurance**. The HSP will put into effect and maintain, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the HSP would maintain, including, but not limited to, the following at its own expense:
 - (1) Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than 2 million dollars per occurrence and not less than 2 million dollars products and completed operations aggregate. The policy will include the following clauses:
 - a. The Indemnified Parties as additional insureds;
 - b. Contractual Liability;
 - c. Cross-Liability;
 - d. Products and Completed Operations Liability;
 - e. Employers Liability and Voluntary Compensation unless the HSP complies with the Section below entitled "Proof of WSIA Coverage":
 - f. Tenants Legal Liability; (for premises/building leases only);
 - g. Non-Owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - h. A 30-Day written notice of cancellation, termination or material change.
 - (2) Proof of WSIA coverage. Unless the HSP puts into effect and maintains Employers Liability and Voluntary Compensation as set out above, the HSP will provide the LHIN with a valid Workplace Safety and Insurance Act, 1997 ("WSIA") Clearance Certificate and any renewal replacements, and will pay all amounts required to be paid to maintain a valid WSIA Clearance Certificate throughout the term of this Agreement.
 - (3) All Risk Property Insurance on property of every description, for the term, providing coverage to a limit of not less than the full replacement cost, including earthquake and flood. All reasonable deductibles and self- insured retentions are the responsibility of the HSP.

- (4) Comprehensive Crime insurance, Disappearance, Destruction and Dishonest coverage.
- (5) Errors and Omissions Liability Insurance insuring liability for errors and omissions in the provision of any professional services as part of the Services or failure to perform any such professional services, in the amount of not less than two million dollars per claim and in the annual aggregate.
- (c) Certificates of Insurance. The HSP will provide the LHIN with proof of the insurance required by this Agreement in the form of a valid certificate of insurance that references this Agreement and confirms the required coverage, on or before the commencement of this Agreement, and renewal replacements on or before the expiry of any such insurance. Upon the request of the LHIN, a copy of each insurance policy shall be made available to it. The HSP shall ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

ARTICLE 12.0 — TERMINATION AND EXPIRY OF AGREEMENT

12.1 Termination by the LHIN.

- (a) **Without Cause**. The LHIN may terminate this Agreement at any time, for any reason, upon giving at least 60 Days' Notice to the HSP.
- (b) Where No Appropriation. If, as provided for in section 4.3, the LHIN does not receive the necessary funding from the MOHLTC, the LHIN may terminate this Agreement immediately by giving Notice to the HSP.
- (c) **For Cause**. The LHIN may terminate all or part of this Agreement immediately upon giving Notice to the HSP if:
 - (1) in the opinion of the LHIN:
 - a. the HSP has knowingly provided false or misleading information regarding its funding request or in any other communication with the LHIN:
 - b. the HSP breaches any material provision of this Agreement;

- c. the HSP is unable to provide or has discontinued all or part of the Services; or
- d. it is not reasonable for the HSP to continue to provide all or part of the Services;
- (2) the nature of the HSP's business, or its corporate status, changes so that it no longer meets the applicable eligibility requirements of the program under which the LHIN provides the Funding;
- (3) the HSP makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (4) the HSP ceases to carry on business.
- (d) **Material Breach**. A breach of a material provision of this Agreement includes, but is not limited to:
 - (1) misuse of Funding;
 - (2) a failure or inability to provide the Services as set out in the Service Plan;
 - (3) a failure to provide the Compliance Declaration;
 - (4) a failure to implement, or follow, a Performance Agreement, one or more material requirements of a Performance Improvement Process or of a Transition Plan:
 - (5) a failure to respond to LHIN requests in a timely manner;
 - (6) a failure to: A) advise the LHIN of actual, potential or perceived Conflict of Interest; or B) comply with any requirements prescribed by the LHIN to resolve a Conflict of Interest; and
 - (7) a Conflict of Interest that cannot be resolved.
- (e) Transition Plan. In the event of termination by the LHIN pursuant to this section, the LHIN and the HSP will develop a Transition Plan. The HSP agrees that it will take all actions, and provide all information, required by the LHIN to facilitate the transition of the HSP's clients.

12.2 Termination by the HSP.

- (a) The HSP may terminate this Agreement at any time, for any reason, upon giving 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN provided that the Notice is accompanied by:
 - (1) satisfactory evidence that the HSP has taken all necessary actions

- to authorize the termination of this Agreement; and
- (2) a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the termination and how the transition of the clients to new service providers will be effected within the six-month Notice period.
- (b) In the event that the HSP fails to provide an acceptable Transition Plan, the LHIN may reduce Funding payable to the HSP prior to termination of this Agreement to compensate the LHIN for transition costs.

12.3 Opportunity to Remedy.

- (a) Opportunity to Remedy. If the LHIN considers that it is appropriate to allow the HSP an opportunity to remedy a breach of this Agreement, the LHIN may give the HSP an opportunity to remedy the breach by giving the HSP Notice of the particulars of the breach and of the period of time within which the HSP is required to remedy the breach. The Notice will also advise the HSP that the LHIN may terminate this Agreement:
 - (1) at the end of the Notice period provided for in the Notice if the HSP fails to remedy the breach within the time specified in the Notice; or
 - (2) prior to the end of the Notice period provided for in the Notice if it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within that time or such further period of time as the LHIN considers reasonable, or the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN.
- (b) **Failure to remedy**. If the LHIN has provided the HSP with an opportunity to remedy the breach, and:
 - (1) the HSP does not remedy the breach within the time period specified in the Notice:
 - (2) it becomes apparent to the LHIN that the HSP cannot completely remedy the breach within the time specified in the Notice or such further period of time as the LHIN considers reasonable; or
 - (3) the HSP is not proceeding to remedy the breach in a way that is satisfactory to the LHIN, then the LHIN may immediately terminate this Agreement by giving Notice of termination to the HSP.
- **12.4 Consequences of Termination**. If this Agreement is terminated pursuant to this Article, the LHIN may:

- (a) cancel all further Funding instalments;
- (b) demand the repayment of any Funding remaining in the possession or under the control of the HSP:
- (c) through consultation with the HSP, determine the HSP's reasonable costs to wind down the Services; and
- (d) permit the HSP to offset the costs determined pursuant to section (c), against the amount owing pursuant to section (b).
- **12.5 Effective Date**. Termination under this Article will take effect as set out in the Notice.
- 12.6 Corrective Action. Despite its right to terminate this Agreement pursuant to this Article, the LHIN may choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the LHIN determines, to ensure the successful completion of the Services in accordance with the terms of this Agreement.
- 12.7 Expiry of Agreement. If the HSP intends to allow this Agreement to expire at the end of its term, the HSP will provide 6 months' Notice (or such shorter period as may be agreed by the HSP and the LHIN) to the LHIN, along with a Transition Plan, acceptable to the LHIN, that indicates how the needs of the HSP's clients will be met following the expiry and how the transition of the clients to new service providers will be effected within the 6-month Notice period.
- 12.8 Failure to Provide Notice of Expiry. If the HSP fails to provide the required 6 months' Notice that it intends to allow this Agreement to expire, or fails to provide a Transition Plan along with any such Notice, this Agreement shall automatically be extended and the HSP will continue to provide the Services under this Agreement for so long as the LHIN may reasonably require to enable all clients of the HSP to transition to new service providers.

ARTICLE 13.0 — NOTICE

Notice. A Notice will be in writing; delivered personally, by pre-paid courier, by any form of mail where evidence of receipt is provided by the post office, or by facsimile with confirmation of receipt, or by email where no delivery failure notification has been received. For certainty, delivery failure notification includes an automated 'out of office' notification. A Notice will be addressed to the other party as provided below or as either party will later designate to the

other in writing:

To the Mississauga Halton LHIN: To The Corporation of the Town of

Halton Hills:

700 Dorval Drive Suite 500 1 Halton Hills Drive

Oakville, ON, L6K 3V3 Halton Hills, ON, L7G 5G2

Sharon Lee Smith Suzanne Jones

Interim Chief Executive Officer Clerk & Director of Legislative Services

sharonlee.smith@lhins.on.ca suzannej@haltonhills.ca

13.2 Notices Effective From. A Notice will be deemed to have been duly given 1 business day after delivery if the Notice is delivered personally, by pre-paid courier or by mail. A Notice that is delivered by facsimile with confirmation of receipt or by email where no delivery failure notification has been received will be deemed to have been duly given 1 business day after the facsimile or email was sent.

ARTICLE 14.0 — ADDITIONAL PROVISIONS

- **14.1 Interpretation**. In the event of a conflict or inconsistency in any provision of this Agreement, the main body of this Agreement will prevail over the Schedules.
- **14.2 Invalidity or Unenforceability of Any Provision**. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision will be deemed to be severed.
- **Waiver**. A party may only rely on a waiver of the party's failure to comply with any term of this Agreement if the other party has provided a written and signed Notice of waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.
- 14.4 Parties Independent. The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person or entity, nor with respect to any other action of the other party.
- **14.5 LHIN** is an Agent of the Crown. The parties acknowledge that the LHIN is an agent of the Crown and may only act as an agent of the Crown in accordance

with the provisions of LHSIA. Notwithstanding anything else in this Agreement, any express or implied reference to the LHIN providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the LHIN or of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, will be void and of no legal effect.

- 14.6 Express Rights and Remedies Not Limited. The express rights and remedies of the LHIN are in addition to and will not limit any other rights and remedies available to the LHIN at law or in equity. For further certainty, the LHIN has not waived any provision of any applicable statute, including LHSIA, nor the right to exercise its rights under these statutes at any time.
- 14.7 No Assignment. The HSP will not assign this Agreement or the Funding in whole or in part, directly or indirectly, without the prior written consent of the LHIN. No assignment or subcontract shall relieve the HSP from its obligations under this Agreement or impose any liability upon the LHIN to any assignee or subcontractor. The LHIN may assign this Agreement or any of its rights and obligations under this Agreement to any one or more of the LHINs or to the MOHLTC.
- **14.8 Governing Law**. This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any litigation arising in connection with this Agreement will be conducted in Ontario unless the parties agree in writing otherwise.
- **Survival**. The provisions in Articles 1.0, 5.0, 8.0, 10.5, 11.0, 13.0, 14.0 and 15.0 will continue in full force and effect for a period of seven years from the date of expiry or termination of this Agreement.
- **14.10** Further Assurances. The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- **14.11 Amendment of Agreement**. This Agreement may only be amended by a written agreement duly executed by the parties.
- **14.12 Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ARTICLE 15.0 — ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement forms the entire Agreement between the parties and supersedes all prior oral or written representations and

agreements, except that where the LHIN has provided Funding to the HSP pursuant to an amendment to the 2014-2018 MSAA, the 2018 Multi-Sector Accountability Agreement, or to this Agreement, whether by Project Funding Agreement or otherwise, and an amount of Funding for the same purpose is set out in the Schedules, that Funding is subject to all of the terms and conditions on which funding for that purpose was initially provided, unless those terms and conditions have been superseded by any terms or conditions of this Agreement or by the MSAA Indicator Technical Specifications document, or unless they conflict with Applicable Law or Applicable Policy.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

MISSISSAUGA HALTON LOCAL HEALTH INTEGRATION NETWORK:

By:	
Mary Davies	March 4, 2019
Mary Davies Acting Board Chair	Date :
And by :	
Tharmse Smith	March 4, 2019
Sharon Lee Smith Interim Chief Executive Officer	Date :
THE CORPORATION OF THE TOWN (
By: Rick Bonnette Mayor	Date:
By: Rick Bonnette	

Schedule A: Total LHIN Funding

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

LHIN Program Revenue & Expenses	Row #	Account: Financial (F) Reference OHRS VERSION 10.2	2019-2020 Plan Target
REVENUE LHIN Global Base Allocation	1	F 11006	\$79,35
MOHLTC Base Allocation	4	F 11010	979,30
MOHLTC Other funding envelopes	5	F 11014	
LHIN One Time	6	F 11008	
MOHLTC One Time	7	F 11012	
Paymaster Flow Through	8	F 11019	
Service Recipient Revenue	9	F 11050 to 11090	\$111,3°
Subtotal Revenue LHIN/MOHLTC	10	Sum of Rows 1 to 9	\$190,67
Recoveries from External/Internal Sources	11	F 120*	\$29,2
Donations	12	F 140*	;
Other Funding Sources & Other Revenue	13	F 130* to 190*, 110*, [excl. F 11006, 11008, 11010, 11012, 11014, 11019, 11050 to 11090, 131*, 140*, 141*, 151*]	\$361,23
Subtotal Other Revenues	14	Sum of Rows 11 to 13	\$390,4
TOTAL REVENUE FUND TYPE 2	15	Sum of Rows 10 and 14	\$581,1
EXPENSES			
Compensation	1 4-		
Salaries (Worked hours + Benefit hours cost)	17	F 31010, 31030, 31090, 35010, 35030, 35090	\$258,26
Benefit Contributions	18	F 31040 to 31085 , 35040 to 35085	\$60,72
Employee Future Benefit Compensation Physician Compensation	19 20	F 390*	
Physician Compensation Physician Assistant Compensation	21	F 390°	:
Nurse Practitioner Compensation	22	F 380°	
Physiotherapist Compensation (Row 128)	23	F 350*	
Chiropractor Compensation (Row 129)	24	F 390*	
All Other Medical Staff Compensation	25	F 390*, [excl. F 39092]	
Sessional Fees	26	F 39092	
		P	
Service Costs			
Med/Surgical Supplies & Drugs	27	F 460*, 465*, 560*, 565*	;
Supplies & Sundry Expenses	28	F 4*, 5*, 6*, [excl. F 460*, 465*, 560*, 565*, 69596, 69571, 72000, 62800, 45100, 69700]	\$26,0
Community One Time Expense	29	F 69596	;
Equipment Expenses	30	F 7*, [excl. F 750*, 780*]	\$9 [.]
Amortization on Major Equip, Software License & Fees	31	F 750*, 780*	
Contracted Out Expense	32	F 8*	\$17,6
Buildings & Grounds Expenses	33	F 9*, [excl. F 950*]	\$217,5
Building Amortization	34	F 9*	
TOTAL EXPENSES FUND TYPE 2	35	Sum of Rows 17 to 34	\$581,1
NET SURPLUS/(DEFICIT) FROM OPERATIONS	36	Row 15 minus Row 35	:
Amortization - Grants/Donations Revenue	37	F 131*, 141* & 151*	
SURPLUS/DEFICIT Incl. Amortization of Grants/Donations	38	Sum of Rows 36 to 37	
FUND TYPE 3 - OTHER	39	F 1*	
Total Revenue (Type 3) Total Expenses (Type 3)	40	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	:
NET SURPLUS/(DEFICIT) FUND TYPE 3	40	Row 39 minus Row 40	
FUND TYPE 1 - HOSPITAL	- 41	NOW OF HIMAS NOW TO	•
Total Revenue (Type 1)	42	F 1*	-
Total Expenses (Type 1)	43	F 3*, F 4*, F 5*, F 6*, F 7*, F 8*, F 9*	-
NET SURPLUS/(DEFICIT) FUND TYPE 1	44	Row 42 minus Row 43	
ALL FUND TYPES			
Total Revenue (All Funds)	45	Line 15 + line 39 + line 42	\$581,1
Total Expenses (All Funds)	46	Line 16 + line 40 + line 43	\$581,1
NET SURPLUS/(DEFICIT) ALL FUND TYPES	47	Row 45 minus Row 46	
Total Admin Expenses Allocated to the TPBEs			
Undistributed Accounting Centres		F 72 7*, F 72 8*, F 72 9*, F 82*	
Plant Operations	49	F 72 1 5*, F 72 1 6*	\$52,7
Volunteer Services	50	F 72 1 40*	
Information Systems Support	51	F 72 1 25*	***
General Administration	52	F 72 1 10*	\$18,3
Other Administrative Expenses	53	F 72 1 12*, F 72 1 15*, F 72 1 20*, F 72 1 22*, F 72 1 3*, F 72 1 45*, F 72 1 7*, F	:
· · · · · · · · · · · · · · · · · · ·		72 1 8*,F 72 1 9*	^- 2.
Admin & Support Services	54 55	Sum of Rows 49-53	\$71,1
Management Clinical Services Medical Resources	56	F 72 5 05 F 72 5 07	
Total Admin & Undistributed Expenses	57	Sum of Rows 48, 54, 55-56 (included in Fund Type 2 expenses above)	\$71.1
LUIZI AUUUN & LINNISTRINIITEN FYNANSAS	5/	I SUIII OI ROWS 48. 34. 33-36 (INCIUGEG IN FUNG TVDE 2 EXPENSES ABOVE)	\$71,1

Schedule B: Reports COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable.

A list of reporting requirements and related submission dates is set out below. Unless otherwise indicated, the HSP is only required to provide information that is related to the funding that is provided under this Agreement. Reports that require full entity reporting are followed by an asterisk "*". When a reporting due date falls on a weekend, the report will be due on the next business day.

OHRS/MIS Trial Balance Submission (through OHFS)*		
2019-2020	Due Date (Must pass 3c Edits)	
2019-2020 Q2	October 31, 2019	
2019-2020 Q3	January 31, 2020	
2019-2020 Q4	May 31, 2020	

Supplementary Reporting - Quarterly Report (through SRI)*		
2019-2020	Due Date	
2019-2020 Q2	November 7, 2019	
2019-2020 Q3	February 7, 2020	
2019-2020 Q4	June 7, 2020	

Annual Reconciliation Report (ARR) through SRI and paper copy submission*

(All HSPs must submit both paper copy of ARR submission, duly signed, to the Ministry and the respective LHIN where funding is provided, and soft copy to be provided through SRI)

Fiscal Year	Due Date
2019-2020	June 30, 2020

Schedule B: Reports COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

Board Approved Audited Financial State	
(All HSPs must submit a paper copy of B and the respective LHIN where funding is	Board Approved Audited Financial Statements, duly signed, to the Ministry
Fiscal Year	Due Date
2019-2020	June 30, 2020
	[20, 20, 20, 20, 20, 20, 20, 20, 20, 20,
Declaration of Compliance	
Fiscal Year	Due Date
2019-2020	June 30, 2020
Community Support Services – Other Re	eporting Requirements
Requirement	Due Date
French Language Service Report	2019-2020 April 30, 2020
Community Engagement and Integration	n Activities Reporting
Fiscal Year	Due Date
2019-2020	June 30, 2020

SCHEDULE C – DIRECTIVES, GUIDELINES AND POLICIES COMMUNITY SUPPORT SERVICES

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

Only those requirements listed below that relate to the programs and services that are funded by the LHIN will be applicable. 2014 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement 2015 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement 2016 Addendum to Directive to LHINs: Personal Support Services Wage Enhancement Assisted Living Services for High Risk Seniors Policy, 2011 (ALS-HRS) Assisted Living Services in Supportive Housing Policy and Implementation Guidelines (1994) Attendant Outreach Service Policy Guidelines and Operational Standards (1996) **Broader Public Sector Perquisites Directive August 2011 Broader Public Sector Procurement Directive July 2011** Community Financial Policy, 2016 Community Support Services Complaints Policy (2004) Guide to Requirements and Obligations Relating to French Language Health Services, November 2017 Guideline for Community Health Service Providers Audits and Reviews, August 2012 Ontario Healthcare Reporting Standards - OHRS/MIS - most current version available to applicable year Personal Support Services Wage Enhancement Directive, 2014 Policy Guideline for CCAC and CSS Collaborative Home and Community-Based Care Coordination, 2014 Policy Guideline Relating to the Delivery of Personal Support Services by CCACs and CSS Agencies, 2014 Protocol for the Approval of Agencies under the Home Care and Community Services Act, 2012

Screening of Personal Support Workers (2003)

Schedule D1: Core Indicators

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

Performance Indicators	2019-2020 Target	Performance Standard	
*Balanced Budget - Fund Type 2	\$0	>=0	
Proportion of Budget Spent on Administration	12.2%	<=14.7%	
**Percentage Total Margin	0.00%	>= 0%	
Service Activity by Functional Centre (Refer to Schedule D2a)			
Number of Individuals Served (by functional centre- Refer to Schedule D2a)			
Explanatory Indicators			
Cost per Unit Service (by Functional Centre)			
Cost per Individual Served (by Program/Service/Functional Centre)			
Client Experience			
Percentage of Alternate Level of Care (ALC) days (closed cases)			

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** No negative variance is accepted for Total Margin

Schedule D2a: Clinical Activity- Detail

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

OHRS Description & Functional Centre These values are provided for information purposes only. They are not Accountability Indicators.		2019-2020 Target	2019-2020 Performance Standard
Administration and Support Services 72 1 Full-time equivalents (FTE)	72 1	0.24	n/a
Total Cost for Functional Centre	72 1	\$71,119	n/a
CSS IH - Social and Congregate Dining 72 5 82 12	1,	, ,===	.,,,,
Full-time equivalents (FTE)	72 5 82 12	5.00	n/a
Individuals Served by Functional Centre	72 5 82 12	1,179	1061 - 1297
Attendance Days Face-to-Face	72 5 82 12	60,000	58200 - 61800
Total Cost for Functional Centre 72 5 82 12		\$510,037	n/a
ACTIVITY SUMMARY			•
Total Full-Time Equivalents for all F/C		5.24	n/a
Total Individuals Served by Functional Centre for all F/C		1,179	1061 - 1297
Total Attendance Days for all F/C		60,000	58200 - 61800
Total Cost for All F/C		581,156	n/a

Schedule D2d: CSS Sector Specific Indicators

2019-2020

Health Service Provider: The Corporation of the Town of Halton Hills

Performance Indicators	ı	2019-2020 Target	Performance Standard
No Performance Indicators	1	-	-
Explanatory Indicators			
Number of persons waiting for service (by functional centre)			

	Schedule D3a MSAA 2019/20 LHIN-Specific Performance Obligations
Governance: Training	Health Service Provider (HSP) Board is to ensure that as part of their on-going comprehensive recruitment, orientation and development process for board members that they incorporate governance training utilizing current best practice knowledge. The HSP is to provide sign off for year-end compliance reporting that the activity is in place.
Governance: Guidelines	HSP Board is required to complete the Mississauga Halton LHIN's "Governance Guidelines for Community Health Service Providers" on an annual basis. The HSP Board Chair is to provide sign-off for year-end compliance reporting that this activity has been completed for the fiscal year and that the Board is working to address any identified gaps.
Governance: Board Evaluation	HSP Board is required to complete a Board self-assessment on an annual basis. The HSP Board Chair is to provide sign-off for year-end compliance reporting that this activity has been completed for the fiscal year.
Accreditation	HSP is required to maintain on-going accreditation status both for their organization and their Governance, and to inform the LHIN each time accreditation is awarded.
Communications: News Release	Prior to distribution, HSP is required to provide a copy of any news release to LHIN communications.
Client Experience Survey	HSPs to provide an annual summary report on Client Experience Survey results related to the 2019/20 MSAA Core Indicator (Explanatory), <i>Client Experience</i> . Survey response rates will be included in the summary report. The Client Experience Survey will include three questions measuring the client's care experience. The questions will be substantially similar to: 1. Overall care received; 2. Enough say about care treatment; and 3. Treated you with dignity and respect.
	The Client Experience Survey must use a rating scale of: a) Completely dissatisfied b) Dissatisfied c) Neither satisfied or dissatisfied d) Satisfied e) Very satisfied
Multi-LHIN Service Providers	HSPs that provide LHIN funded programs/services in more than one LHIN with one MSAA who plans changes that will impact service levels, volumes and/or scope of services must discuss the proposed changes with their lead LHIN for approval. The lead LHIN will collaborate with the affected LHIN(s) and may involve them in discussions with the HSP.
Management Letter	HSPs are required to submit their management letter from their auditors along with their audited financial statements and Annual Reconciliation Report (ARR) by June 30 in each fiscal year.
Health Equity	At year end, HSPs will complete and submit a survey to demonstrate how the Health Equity Impact Assessment (HEIA) has been used to incorporate a health equity lens into at least one policy, program or service delivery area.
	To continue capacity-building through knowledge transfer, education, and training about health equity within the Mississauga Halton LHIN, participation in two of the following Mississauga Halton LHIN Health Equity initiatives is required: i. Annual Health Equity Symposium; ii. Mississauga Halton LHIN Health Equity Community of Practice; iii. Health Equity education at the Mississauga Halton LHIN's Regional Learning Centre iv. HEIA Community of Interest Webinars
Quality Improvement Plan (QIP)	The HSP, within its QIP Narrative or Indicator selection, will demonstrate alignment with the Mississauga Halton LHIN Integrated Regional QIP. The QIP will be available to the LHIN upon request. It is understood that QIPs are Board-approved and available by April 1st of each year.
Sub-Region Planning	All Health Service Providers are required to participate in local sub-region planning as applicable.

SCHEDULE F - DECLARATION OF COMPLIANCE

DECLARATION OF COMPLIANCE

Issued pursuant to the MSAA effective April 1, 2019

10:	(the "LHIN"). Attn: Mary Davies, Acting Bo		n Network
From:	The Board of Directors (the "Board") of	(the "HSP")
Date:			
Re:	April 1, 2019 – March 31, 2020 (the "Appli	cable Period")	
	s otherwise defined in this declaration, capi the MSAA between the LHIN and the HSP		eaning as set
	pard has authorized me, by resolution date sfollows:	d	, to declare to
	naking inquiries of the Chief Executive Offic		opriate officers
	HSP and subject to any exceptions identifie		
Compl	iance, to the best of the Board's knowledge	e and belief, the HSP has fulfille	ed, its
•	tions under the service accountability agree able Period.	ement (the "MSAA") in effect du	ring the
Withou	ut limiting the generality of the foregoing, th	e HSP has complied with:	
(i)	Article 4.8 of the MSAA concerning applic	able procurement practices; an	d
(ii)	The Local Health System Integration Act,	2006.	
Type r	name of HSP Board Chair in space above		
	ure of HSP Board Chair in space above		
Jigiliat	are critici beard criair in opace above		

SCHEDULE F - DECLARATION OF COMPLIANCE

Appendix 1 - Exceptions

[Please identify each obligation under the MSAA 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.]		



MEMORANDUM

TO: Mayor Bonnette and Members of Council

FROM: Maureen Van Ravens, Manager of Transportation

DATE: March 20, 2019

MEMORANDUM NO.: MEM-TPW-2019-0009

RE: Cameras on School Buses

PURPOSE OF THE MEMORANDUM:

The purpose of this memorandum is to inform Council of a proposed pilot project to install cameras on school buses to reduce the traffic violations with the travelling motorists not stopping for school buses when the stop arm is deployed. Town of Halton Hills staff has been working with Halton Regional Polices Services on this initiative to promote road safety. A motion will be before Council on March 25, 2019 to support Halton Regional Police Services with this initiative.

BACKGROUND:

Town of Halton Hills staff along with Halton Regional Police Services receives numerous complaints from the community of vehicles that continuously disobey the stop arm deployment on school buses. Halton Regional Police Services has been reviewing automatic enforcement technology that can be used on school buses to confirm if violations are occurring. In 2017, Halton Region Police Services arranged a meeting with the local municipalities, Halton District and Catholic School Boards, and Halton Student Transportation Services to provide a demonstration with a vendor that specializes in video cameras on school buses to detect violations of drivers disobeying the stop arm deployment. The videos can be used to quantify the amount of violations, educate the public, and ultimately provide enforcement.

In addition, Mayor Bonnette provided a letter of support to Chief Tanner at Halton Region Police Services to apply for grant funding to pursue a pilot program for the implementation of the cameras.

COMMENTS:

Halton Regional Police Services has been working with a vendor and the Privacy Commission to have a pilot program implemented. It is anticipated that the pilot program will have a camera installed on a minimum of one school bus with the goal to have it implemented at the beginning of the 2019/2020 school year.

During the pilot, the camera will collect data to quantify the amount of violations. It will also determine the complexity to review the data to determine the amount of resources to implement the program. The enforcement would be established in a future phase of the program. As part of the Halton Regional Police Services Road Safety Strategy for the Town of Milton and the Town of Halton Hills, project "Bus Guard" is one of the many programs that is planned to be implemented.

CONCLUSION:

The Town of Halton Hills promotes road safety and works in partnership with Halton Regional Police Services. The implementation of a pilot program for the installation of cameras on school buses will confirm that drivers are disobeying the stop arm when deployed. It is anticipated that the pilot program will be implemented at the beginning of the 2019/2020 school year. A motion will be before Council on March 25, 2019 to support Halton Regional Police Services with this initiative.

Reviewed and approved by,

Drent Warshall

Maureen Van Ravens, Manager of Transportation

Chris Mills, Commissioner of Transportation and Public Works

Brent Marshall, Chief Administrative Officer



REPORT OF THE

COMMUNITY AND CORPORATE AFFAIRS COMMITTEE

Minutes No. CCA-04-2019

Minutes of the Community and Corporate Affairs Committee meeting held on Monday March 18, 2019 at 3:00 p.m., in the Council Chambers, Halton Hills Town Hall.

Members Present: Mayor R. Bonnette (ex-Officio), Councillor J. Fogal, Chair,

Councillor T. Brown, Councillor J. Hurst, Councillor A. Lawlor

Staff Present: S. Jones, Clerk & Director of Legislative Services,

C. Mills, Commissioner of Transportation & Public Works,

J. Markowiak, Manager of Development Review, W. Harris, Commissioner of Recreation & Parks, J. Diamanti, Commissioner of Corporate Services, B. Marshall, Deputy Chief, M.J. Leighton, Manager of

Accounting and Town Treasurer, G. Cannon, Chief Librarian,

V. Petryniak, Deputy Clerk

Others Present: Councillor M. Albano

1. CALL TO ORDER

Councillor J. Fogal called the meeting to order at 3:00 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

Councillor J. Hurst declared a conflict of interest with respect to item 5A (Confidential Report No. RP-2019-0014) as he is the owner of a property adjacent to the property referenced in the report. He did not partake in any discussion or voting on this matter.

3. COMMITTEE DELEGATIONS/PRESENTATIONS

a. Laura Lancaster, Manager of Human Resources

Laura Lancaster, Manager of Human Resources gave a presentation to Committee regarding the general principles of succession planning with an overview on the efforts being made at the Town to implement a Succession Planning program that suits the Town's needs.

b. Catherine McLeod, Cultural Development Coordinator

Catherine McLeod, Cultural Development Coordinator gave a presentation to the Committee regarding the 2018 State of Culture Report outlining the highlights achieved in 2018 and plans for 2019.

4. REPORTS & MEMORANDUMS FROM OFFICIALS – FIVE (5) ITEMS FOR RECOMMENDATION

a. OFFICE OF THE CAO MEMORANDUM NO. ADMIN-2019-0005 dated March 7, 2019 regarding 2018 State of Culture Report. (Recommendation No. CCA-2019-0016)

THAT OFFICE OF THE CAO MEMORANDUM NO. ADMIN-2019-0005 dated March 7, 2019 regarding 2018 State of Culture Report, be received for information.

CARRIED

b. CORPORATE SERVICES MEMORANDUM NO. CORPSERV-2019-0004 dated February 25, 2019 regarding Annual Development Charges Indexing. (Recommendation No. CCA-2019-0017)

THAT CORPORATE SERVICES MEMORANDUM NO. CORPSERV-2019-0004 dated February 25, 2019 regarding Annual Development Charges Indexing, be received for information.

CARRIED

c. OFFICE OF THE CAO REPORT NO. ADMIN-2019-0012 dated February 25, 2019 regarding Annual Development Charges Indexing. (Recommendation No. CCA-2019-0018)

THAT Report ADMIN-2019-0012 dated March 4, 2019 regarding the Award of Request for Proposal P-025-19 for the Canine & Wildlife Services Contract for the Town of Halton Hills be received;

AND FURTHER THAT Omega Canine Control Services, 4947 First Line, Erin, Ontario be awarded Proposal P-025-19 to provide Canine Control and Wildlife services for a total of \$644, 406.23 (including HST) for a three (3) year term, with one (1), two (2) year option to renew;

AND FURTHER THAT the Manager of Purchasing be authorized to issue a purchase order to Omega Canine Control Services in the amount of \$ 644,406.23 for the three (3) year term and for the optional one (1), two (2) year renewal subject to service and price negotiation;

AND FURTHER THAT the necessary By-law be enacted appointing Robert McIntosh and Rudy deJong as Municipal law Enforcement Officers in order to exercise all the authority, powers and rights of Canine Control Officers for the Town of Halton Hills.

CARRIED

d. CORPORATE SERVICES REPORT NO. CORPSERV-2019-0020 dated February 25, 2019 regarding amendments to the 2019 Personnel Policy Manual. (Recommendation No. CCA-2019-0019)

THAT report No. CORPSERV-2019-0020 dated February 25, 2019 regarding amendments to the 2019 Personnel Policy Manual be received;

AND FURTHER THAT 2019 Personnel Policy Manual be recommended by the Committee of Community and Corporate Affairs for approval by Council;

AND FURTHER THAT the 2019 Personnel Policy Manual is immediately effective upon Council approval.

CARRIED

e. RECREATION AND PARKS REPORT NO. RP-2019-0012 dated February 26, 2019 regarding requests for municipal assistance. (Recommendation No. CCA-2019-0020)

THAT Report RP-2019-0012 dated February 26, 2019 regarding requests for municipal assistance be received;

AND FURTHER THAT funding in the amount of \$1,793.62 for the Aynsley Saxe Beautiful Tomorrow Project be derived from the Municipal Assistance program as the proposal meets the eligibility criteria;

AND FURTHER THAT funding in the amount of \$7,200.00 for Cancer Assistance Service of Halton Hills Tour the Hills event be derived from the Municipal Assistance program as the proposal meets the eligibility criteria;

AND FURTHER THAT funding in the amount of \$3,339.72 for Georgetown

Cruise Nights be derived from the Municipal Assistance program as the proposal meets the eligibility criteria;

AND FURTHER THAT funding in the amount of \$5,000 for Heritage Acton 175th Anniversary Celebrations be derived from the Municipal Assistance program as the proposal meets the eligibility criteria;

AND FURTHER THAT funding in the amount of \$640.32 for the Halton Hills Optimist Club Cross Country Run be derived from the Municipal Assistance program based on the proposal's own merits as it does not meet the eligibility criteria;

AND FURTHER THAT funding in the amount of \$3,296.16 for the Acton Farmers Market on 7 be derived from the Municipal Assistance program as the proposal meets the eligibility criteria;

AND FURTHER THAT funding in the amount of \$4,742.95 for the Head for the Hills Craft Beer Festival be derived from the Municipal Assistance program based on the proposal's own merits as it does not meet the eligibility criteria;

AND FURTHER THAT funding in the amount of \$1,402.47 for the Georgetown Chevrolet Buick GMC be derived from the Municipal Assistance program as the proposal meets the eligibility criteria

AND FURTHER THAT funding in the amount of \$890.45 for the Lion's Club of Georgetown Santa Claus Parade be derived from the Municipal Assistance program based on the proposal's own merits as it does not meet the eligibility criteria;

AND FURTHER THAT funding in the amount of \$578.42 for the Our Kids Network Fall Fun Fair be derived from the Municipal Assistance program based on the proposal's own merits as it does not meet the eligibility criteria;

AND FURTHER THAT funding in the amount of \$516.50 for Jesse's Journey Isaac's Trek for Treats be derived from the Municipal Assistance program based on the proposal's own merits as it does not meet the eligibility criteria.

CARRIED as AMENDED

5. CLOSED SESSION

Recommendation No. CCA-2019-0021

THAT the Community and Corporate Affairs Committee hereby convene into Closed Session for the following purposes:

a. RECREATION AND PARKS REPORT NO. RP-2019-0014 dated February 25, 2019 regarding a proposed or pending acquisition or disposition of land by the municipality or local board.

Committee moved into Closed Session at 4:14 p.m.

CARRIED

6. RECONVENE INTO OPEN SESSION

Recommendation No. CCA-2019-0022

THAT the Community and Corporate Affairs Committee hereby reconvene into Open Session.

Committee reconvened into Open Session at 4:29 p.m.

CARRIED

CONFIDENTIAL REPORTS & MEMORANDUMS FROM OFFICIALS - ONE (1) ITEM FOR RECOMMENDATION

RECREATION AND PARKS REPORT NO. RP-2019-0014 dated February 25, 2019 regarding a proposed or pending acquisition or disposition of land by the municipality or local board. (Recommendation No. CCA-2019-0023)

THAT REPORT NO. RP-2019-0014 dated February 25, 2019 regarding a proposed or pending acquisition of disposition of land by the municipality or local board be received;

AND FURTHER THAT staff follow the recommendations as set out in the Confidential Minutes of the Community and Corporate Affairs Committee meeting dated March 19, 2019.

CARRIED

		NN	

Tho	meeting	adiourr	and at	1.30	n m
1116	meeuna	auloun	ieu ai	4.30	D.III.

Rick Bonnette, MAYOR
Suzanne Jones, CLERK



REPORT OF THE

PLANNING, PUBLIC WORKS AND TRANSPORTATION COMMITTEE Minutes No. PPT-04-2019

Minutes of the Planning, Public Works and Transportation Committee meeting held on Tuesday, March 19, 2019 at 3:00 p.m., in the Council Chambers Halton Hills Town Hall.

MEMBERS Mayor R. Bonnette, Councillor C.Somerville, Councillor J. Fogal, PRESENT: Councillor M. Albano, Councillor B. Lewis (arrived at 3:40 p.m.)

REGRETS: Councillor M. Johnson, Councillor B. Inglis

STAFF PRESENT: A. B. Marshall, Chief Administrative Officer,

S. Jones, Clerk and Director of Legislative Services,

C. Mills, Commissioner of Transportation and Public Works, J. Linhardt, Commissioner of Planning and Sustainability,

W. Harris, Commissioner of Recreation and Parks, J. Diamanti, Commissioner of Corporate Services, H. Olivieri, Chief & Commissioner of Fire Services,

G. Cannon, Chief Librarian;

M.J. Leighton, Manager of Accounting and Town Treasurer,

R. Brown, Deputy Clerk

OTHERS PRESENT: Councillor J. Hurst, Councillor T. Brown,

Councillor W. Farrow-Reed

1. CALL TO ORDER

Councillor C. Somerville called the meeting to order at 3:00 p.m.

2. DISCLOSURE OF PECUNIARY INTEREST

No disclosures.

3. COMMITTEE DELEGATIONS/PRESENTATIONS

a. Matt Roj, Traffic Coordinator

M. Roj made a presentation to Committee with an overview of the 2019 Traffic Engineering Work Plan, with emphasis on the major projects for 2019.

- 4. REPORTS & MEMORANDUMS FROM OFFICIALS THREE (3) ITEMS FOR RECOMMENDATION
 - a. TRANSPORTATION AND PUBLIC WORKS MEMORANDUM NO. TPW-2019-0005 dated March 6, 2019 regarding First Annual Province Wide School Crossing Guard Appreciation Day March 20, 2019. (Recommendation No. PPT-2019-0018)

THAT Memorandum No. TPW-2019-0005 dated March 6, 2019 regarding First Annual Province Wide School Crossing Guard Appreciation Day - March 20, 2019 be received for information.

CARRIED

b. TRANSPORTATION AND PUBLIC WORKS REPORT NO. TPW-2019-0002 dated March 7, 2019, regarding the 2019 Traffic Engineering Work Plan. (Recommendation No. PPT-2019-0019)

THAT Report No. TPW-2019-0002, dated March 7, 2019, regarding the 2019 Traffic Engineering Work Plan, be received;

AND FURTHER THAT the 2019 Traffic Engineering Work Plan, be endorsed:

AND FURTHER THAT any new in-year requests be prioritized based on safety consideration and community impact, and budget implications may be added to the work plan.

CARRIED

c. TRANSPORTATION AND PUBLIC WORKS REPORT NO. TPW-2019-0008 dated February 15, 2019, regarding Award of Request for Proposal (RFP) #P-015-19 for Material Testing. (Recommendation No. PPT-2019-0020)

THAT Report No. TPW-2019-0008, dated February 15, 2019, regarding Award of Request for Proposal (RFP) #P-015-19 for Material Testing, be received;

AND FURTHER THAT the Contract for Material Testing be awarded to Englobe Corporation, 1200 St-Martin West, #400, Laval, QC, H7S 2E4, in the annual amount of \$90,000.00 (including \$10,353.92 HST), for a one (1) year contract, with four (4), one (1) year options to renew, for the purposes of undertaking the testing of road construction materials;

AND FURTHER THAT the Manager of Purchasing be authorized to issue a Purchase Order to Englobe Corporation, 1200 St-Martin West, #400, Laval, QC, H7S 2E4 annually in the amount of \$90,000.00 (including \$10,353.92 HST), as required.

CARRIED

5. CLOSED SESSION

Recommendation No. PPT-2019-0021

THAT the Planning, Public Works and Transportation Committee hereby convene into Close Session for the following purposes:

5.a PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0021 dated March 11, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

CARRIED

Committee moved into Closed Session at 3:53 p.m.

6. RECONVENE INTO OPEN SESSION

Committee reconvened into Open Session at 5:06 p.m.

CONFIDENTIAL REPORTS & MEMORANDUMS FROM OFFICIALS – ONE (1) ITEM FOR RECOMMENDATION

5.a. PLANNING AND SUSTAINABILITY REPORT NO. PLS-2019-0021 dated March 11, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board. (Recommendation No. PPT-2019-0022)

THAT Report No. PLS-2019-0021 dated March 11, 2019 dated March 11, 2019 regarding litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board be received;

AND FURTHER THAT staff carry out Committees direction on this matter.

CARRIED

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The	meeting	adjourned	at	5:07	p.m.
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Rick Bonnette, MAYOR
Suzanne Jones, CLERK



MINOR VARIANCE OR PERMISSION (The *Planning Act*, 1990, Section 45) CONSENT (The *Planning Act*, 1990, Section 53)

MINUTES

Committee of Adjustment hearing on **Wednesday**, **December 05**, **2018** at 7:00 p.m. in the in the Council Chambers, Town Hall, 1 Halton Hills Drive, Halton Hills (Georgetown).

MEMBERS PRESENT:REGRETS:Allan Cook (Chair), Todd Jenney, Blair RoeddingWayne Scott		
STAFF PRESENT:		
Keith Hamilton, Planner		
Niloo Hodjati, Secretary-Treasurer, Committee of Adjustment		

- 1. CHAIR'S OPENING REMARKS.
- 2. DISCLOSURES OF PECUNIARY INTEREST: None declared.
- 3. THE MINUTES OF NOVEMBER 20, 2018 WERE ACCEPTED.
- 4. REQUESTS FOR DEFERRAL (FROM APPLICANTS): None.
- **5.** APPLICATIONS FOR MINOR VARIANCE OR PERMISSION, AND/OR FOR CONSENT, HEARD BY THE COMMITTEE:

5A. HEARING #1

MINOR VARIANCE APPLICATION D13VAR18.044H - DAYAO

REQUESTING RELIEF FROM ZONING BY-LAW 2010-0050, AS AMENDED.

- 1. TO DECREASE THE MINIMUM GROSS FLOOR AREA PER RESIDENT FROM THE MINIMUM 23 SQ M TO PERMIT A GROSS FLOOR AREA OF 20 SQ M PER RESIDENT (GROUP HOME).
- 2. TO INCREASE THE MAXIMUM OCCUPANCY FROM THE MAXIMUM 10 RESIDENTS TO PERMIT 13 RESIDENTS (GROUP HOME).

TO ACCOMMODATE THE PROPOSED OCCUPANCY AT AN EXISTING GROUP HOME.

LOCATION: 34 MILL STREET WEST (ACTON)

OWNER(S): MA. JOSERE DAYA

Present (oral submissions):

Emily McMurchy - Cynthia Zahoruk Architects

K. Hamilton: Noted no objection to approval.

E. McMurchy: Stated that the improvements will be interior renovations, and that Halton Region has provided them with funding.

It was MOVED by Blair Roedding, SECONDED by Todd Jenney, AND CARRIED "THAT MINOR VARIANCE APPLICATION D13VAR18.044H - DAYAO, BE APPROVED."

- Reasons for decision: The Committee considered the variance(s) to be minor in nature, to be desirable for the appropriate use of the land, building or structure, to meet the intent and purpose of the Official Plan, and the Zoning By-law.
- The associated Planning report is dated November 29, 2018.
- The Chairman informed those in attendance of the 20-day appeal period.
- **6. OTHER MATTERS.** No discussions occurred.
- **7. ADJOURNMENT** (NEXT HEARING: FEBRUARY 06, 2019 AT 7:00 P.M.) The hearing adjourned at approximately 7:15 p.m.

C: Halton Hills Clerks, Attention: Council and Committee Services Coordinator

Halton Hills Public Library Board

Wednesday, February 13, 2019 Georgetown Branch-Board Room 7:00 p.m.

Minutes

<u>Present:</u> Ted Brown, Lisa Caissie, Larry Hawes, Matt Kindbom, Ann Lawlor,

Bett Leverette (Chair), Heather McAlpine, Tamara Smith, Marilyn Willis

Staff Present: Geoff Cannon, Douglas Davey, Barb Elliott (Recorder), Clare Hanman, Beverley King

Regrets: April Currey

1.0 Declaration of Quorum

B. Leverette declared that a quorum was present and called the meeting to order at 7:00 p.m.

2.0 Approval of Agenda

Moved by H. McAlpine That the agenda be approved.

Seconded by M. Willis

02/13/19-1 CARRIED

3.0 Declaration of pecuniary interest

None

4.0 Minutes of January 9, 2019

Moved by T. Brown That the Minutes of January 9, 2019 be approved.

Seconded by T. Smith

02/13/19-2 CARRIED

5.0 Consent Agenda

Moved by T. Smith That Consent Agenda item:

5.1 HHPL Organizational Chart

be approved.

Seconded by L. Caissie

02/13/19-3 CARRIED

6.0 Correspondence

None

7.0 Business Arising

7.1 Budget – 2019

- G. Cannon reported that the 2019 Operating and Capital Budgets were approved by Council.
- M. Taylor, Senior Landscape Architect, Town of Halton Hills, will be working on the design for the Acton Reading Deck.
- G. Cannon will be forming a committee to coordinate the installation of the marguee at the Acton Branch.

8.0 Council Update

- T. Brown discussed that the Town's Integrity Commissioner had provided Council with information about the Code of Conduct and noted that the Library Board would be impacted by the new guidelines.
- A. Lawlor reported that Council had recently attended a public transit workshop. It is expected that a public meeting to present several options will be scheduled in early Spring.

9.0 Friends of the Library Update

- G. Cannon reported:
 - The next meeting is scheduled for Friday, February 15th.
 - o Caddystacks 4 is scheduled for Saturday, April 6th.
 - Items are being secured for the online auction that will be taking place at the end of March.

10.0 Community Connections Update

 A. Lawlor noted that she had recently attended a meeting where HHPL's Community Librarian, Lee Puddephatt, made a well-received presentation that focused on the services the library provides for small business.

11.0 Financial Report

- **11.1** Preliminary Year End Report
 - G. Cannon reported that a small surplus is expected due to staffing gaps and transitions.
 - The Preliminary Year End Report was received by the Board.

12.0 New Business

- **12.1** New Board Interviews Update
 - Interviews for positions for the next Term of the Library Board are being scheduled by the Deputy Clerk for February 23rd. It is expected that positions will be confirmed by Council prior to the next scheduled meeting on March 13th.

12.2 HHPL Year End Report

- G. Cannon presented the Library's Year End Report providing information about the programs, events, and staff activities that took place during 2018.
- In view of the many outreach activities noted in this report, it was suggested that some form of Library presence in the future Gellert Centre Phase 2 project could serve the new residents in Vision Georgetown, as well as those who currently live in Georgetown South until the proposed branch in Vision Georgetown is built.
 G. Cannon noted and that this would fit with the Board's priority to "Deliver the distinctive HHPL experience where key audiences gather", and that he would be discussing this further with the Commissioner of Recreation and Parks.
- The Year End Report was received as information.

12.3 OLA Super Conference

12.3.1 Report No. LBD-2019-003 re: 2019 OLA Conference Report

G. Cannon reviewed a number of sessions he attended at the recent Ontario Library Association Conference in Toronto. In particular, the session "Extended Access Service Model: Leveraging Technology in Rural Libraries" provided interesting insight on how technology can be used to increase patron access in areas that have limited hours of service.

12.3.2 Other OLA Attendees – verbal updates

T. Smith:

- Attended several leadership sessions and recommended that future Board members attend the "Boot Camp" for Board members. Among the topics there were discussions around the scope of board governance, and the relationship between the Board, Chief Librarian, and Municipality.
- The "So You've Bought a VR System...now what?" session hosted by HHPL staff members Jodie Mandarino, Hayley Green, Vicki Firth, and Sarah Edgar was well received and staff were complimented on their very informative presentation.

A. Lawlor:

- Reported that the session presented by Calgary Public Library (CPL) about the development of their new Central branch to be very interesting. Their unique approach and design research paid particular attention to achieving the desired patron experience. Accessibility to public transit was also a key consideration.
- Noted that Lee Puddephatt was a member of this year's OLA conference planning committee.

D. Davey:

 Reported that he had attended an informative session by about the history of public libraries and library boards in Ontario by retired University of Guelph Library Historian, Lorne Bruce. It was noted that Mr. Bruce's book "Free Books for All" is available in the HHPL collection.

C. Hanman:

O Discussed the Burlington Public Library (BPL) presentation about "The Edible Library". To promote sustainability, BPL installed an aquaponic garden, which is a self-contained system built with a fish tank on the bottom and plants at the top. Harvested items are given away to members of the community. This endeavor is in support of BPL programming to promote food literacy, and food security within the community.

12.4 Good-byes

On behalf of the Library staff G. Cannon thanked retiring Board members
 Bett Leverette, Heather McAlpine and April Currey for their years of dedicated service on the Library Board.

13.0 Health & Safety Report

• G. Cannon reported that there had been no health and safety related incidents since the January Board meeting.

14.0 Next Meeting

Wednesday, March 13, 2019 7:00 p.m. Georgetown Branch – Board Room

15.0 Adjournment

Moved by T. Brown

Seconded by T. Smith

O2/13/19-4

CARRIED

The meeting adjourned at 8:35 p.m.

Signed:	Signed:
Tamara Smith, Chair	Geoff Cannon, Chief Librarian
Halton Hills Public Library Board	Halton Hills Public Library Board

APPROVED: March 13, 2019 DATED: March 13, 2019



Downtown Georgetown BIA Board Meeting Minutes – February 19, 2019 meeting To be approved on March 12, 2019 – 9:00 AM Start

Board Members Present: Beverley King (Vice Chair), Sandy Mackenzie, Cindy Robinson (Treasurer), Randy Kerman (Secretary), Jane Fogal (Council Appointee), Tony Rampulla, Suzanne Clarke (Chair), Maria Bettencourt, Carolyn Callero,

Regrets: None

Staff Attending: Nikki Jackson (Interim BIA manager), Sheena Switzer

1. Call to order – 9:07 am By Suzanne Clarke - Chair

2. Acceptance of Agenda:

Motion: To Approve the Amended Agenda

Motion Moved By: Sandy Mackenzie Second: Cindy Robinson

Motion passed

3. Declaration(s) of Conflict of Interest

None

4. Approval of Previous Meeting Minutes

Motion: To Approve the Meeting Minutes of the December 18, 2018 Board Meeting as presented

Motion Moved By: Randy Kerman Second: Cindy Robinson

Motion passed

5. Correspondence – Nikki

- a) Cassandra Baccardax/Town Banners for empty store fronts are available. Concerns of images being horizontal vs. vertical.
- b) Maurizio Abate Signage to encourage staff to part further away, leaving prime parking for customers. This is a by-law issue and we need to be careful of requesting enforcement. Basically there is not much we can do.
- c) Credit Valley Artisans Acknowledgement of positive benefits from farmers market
- d) Erin Burger Security of events update.
- e) Richard Lawson Complaint
- f) Val Leachman & Bill Bonnett Private snow removal. We can inform members of their activities but not coordinate.
- g) Dylan Thring he accepted his Student placement offer for the whole summer.
- h) Graffiti There has been some recently in the downtown area. Remind members that there is a bylaw about removal in a certain time frame.
- 6. Consent Agenda None

7. Manager's Report

Attached

Action: Report accepted with no changes



Downtown Georgetown BIA Board Meeting Minutes – February 19, 2019 meeting To be approved on March 12, 2019 – 9:00 AM Start

8. Business arising

- a) Monthly economic development meetings Nikki in her report
- **b)** March board meeting Nikki
- c) Call for Committee members Suzanne
 - i. Beautification members, Sandy and interested members who answer to call
 - Sub committee Façade; applications have started arriving
 - ii) Marketing Carolyn, Tony and interested members who answer to call
 - Sub committee Events
 - iii) Farmers Market Maria and Connie to transition in to replace Randy
 - iv) Governance Set with current members
 - v) Strategic Planning TBD
 - vi) Tourism TBD

9. Council update - Jane Fogal

Destination downtown has their next meeting this Wednesday, Ont by bike has started to get some of our business applying to be on their site.

10. Financial Statements - Cindy Robinson

a. Acceptance of financial statements

Motion: To accept the financial statements as presented

Motion Moved By: Cindy Robinson Second: Randy Kerman

Motion passed

We are in need of updating our list of members, business's and properties.

11. Committee Updates

- a) Governance Beverley Town is putting together code of conduct for members and a new personnel policy for us to use. Committee is working on this and should have something for the board in either March or April meeting.
- **b)** Marketing: Social Media Suzanne FB and Instagram have been showing continued growth and interaction

12. New Business

- a) Website or paper form for new and current members Nikki in her report
- b) In-Camera: Re personnel

Motion: To move In-Camera

Motion Moved By: Beverley King Second: Cindy Robinson

Motion passed at 10:15

Motion: To move come our of In-Camera

Motion Moved By: Cindy Robinson Second: Suzanne Clarke

Motion passed at 10:55

Motion: To approve in principal the new job description for our manager

Motion Moved By: Beverley King Second: Maria Bettencourt

Motion passed



Downtown Georgetown BIA Board Meeting Minutes – February 19, 2019 meeting To be approved on March 12, 2019 – 9:00 AM Start

Motion: To approve salary offer in the Grid two as discussed

Motion Moved By: Connie Ward Second: Maria Bettencourt

Motion passed

13. Meeting Adjournment:

<u> Motion: To Adjourn</u>

Motion Moved By: Cindy Robinson Second: Beverley King

Motion passed

There being no further business to conduct the Georgetown BIA adjourned at 11:05 am

Next Meeting - Tuesday March 12, 2019 @ 9:00 AM



THE CORPORATION OF THE TOWN OF HALTON HILLS

Moved by:	Date: March 25, 2019
Seconded by:Mayor Bonnette	Resolution No.:
	15.1
WHEREAS the Town of Halton Hills promote partnership with Halton Regional Police Serverograms;	•
WHEREAS the Town of Halton Hills supports buses to ensure the travelling motorists obey school buses when the stop arm is deployed	the Highway Traffic Act and stop for
AND WHEREAS Halton Regional Police Ser "Bus Guard" to install cameras on the school and number of violations that are occurring;	
AND WHEREAS in 2017, the Mayor provide Regional Police Services to apply for grant for	• •
THEREFORE BE IT RESOLVED that the To support the placement of cameras on school	
AND FURTHER THAT the cameras for the s beginning of the 2019/2020 school year;	school buses be installed at the
AND FURTHER THAT this resolution be circ Regional Police Services, City of Burlington,	· · · · · · · · · · · · · · · · · · ·
	Mayor Rick Bonnette



THE CORPORATION OF THE TOWN OF HALTON HILLS

Moved by:	Date: March 25, 2019	
Seconded by:	Resolution No.:	

WHEREAS a license application under the Aggregate Resources Act and a Zoning Bylaw Amendment application under the Planning Act has been submitted by James Dick Construction Limited for the proposed Hidden Quarry located on the north side of Highway 7, in the Township of Guelph/Eramosa;

AND WHEREAS a primary concern for Town of Halton Hills Council is an increase in truck traffic through Halton Hills as it is anticipated, but not demonstrated, that the Greater Toronto Area will be the principal market for materials extracted from the proposed quarry;

AND WHEREAS it is widely acknowledged that extracting aggregates from the landscape is an intrusive activity that has the potential to cause long-term impacts on publicly important environmental resources and farmland; increases in traffic congestion, road damage, and greenhouse gas emissions; and degrade the quality of life of local communities;

AND WHEREAS in 2005 the Provincial Policy Statement was amended to allow aggregate producers to propose extraction sites without having to demonstrate the need for the additional supply of aggregate resources, thereby creating a barrier to comprehensive planning and favouring the protection of aggregate extraction at the expense of other provincial interests, and as a result encouraging the rapid and non-sustainable use of the resource;

AND WHEREAS applications for licences under the current Aggregate Resources Act do not require proponents to demonstrate need to extract aggregate resources in a particular area;

THEREFORE BE IT RESOLVED THAT the Town of Halton Hills Council request that the Ontario Government amend the Provincial Policy Statement and the Aggregate Resources Act to require aggregate extraction proponents to demonstrate need for the particular supply of resource proposed for extraction;

AND FURTHER THAT this resolution be forwarded to the Minister of Municipal Affairs and Housing, Minister of Natural Resources and Forestry, Minister of the Environment and Climate Change, Minister of Agriculture, Food and Rural Affairs, Provincial Opposition Party leaders, the Environmental Commissioner of Ontario, Halton Region, the Town of Oakville, the City of Burlington, the Town of Milton, Michael Chong - Wellington-Halton Hills MP, Ted Arnott - Wellington Halton Hills MPP, FCM, AMO, GET, Guelph-Eramosa and the Premier of Ontario.

Mayor Rick Bonnette



A By-law to constitute the Halton Hills Committee of Adjustment and to repeal By-law No. 2015-0009

WHEREAS the Planning Act, R.S.O. 1990, c. P. 13, Section 44, provides that the Council may, by By-law, constitute and appoint a Committee of Adjustment for a municipality composed of such persons, not fewer than three (3), as the council considers advisable;

AND WHEREAS By-law No. 1983-0098, as amended, establishes the Committee of Adjustment under the authority of the *Planning Act*;

AND WHEREAS on March 5, 2019, Council for the Town of Halton Hills adopted Report No. ADMIN-2019-0008, dated February 5, 2019, in which certain recommendations were made relating to the 2019-2022 Appointment to Citizen Advisory Committees;

AND WHEREAS Council wishes to appointment members to the Committee of Adjustment for the 2019-2022 term of Council.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

- **1.** THAT the Committee of Adjustment shall be composed of five (5) members of the public appointed by Council.
- 2. AND FURTHER THAT the following individuals are hereby appointed to the Halton Hills Committee of Adjustment for the 2019-2022 term of Council or until successors are appointed:

Gordon Driedger Thomas Hill Neal Panchuk Wayne Scott Jane Watson

- 3. AND FURTHER THAT Gordon Driedger be appointed as Chair-Elect.
- **4.** AND FURTHER THAT the appointment of Chair-Elect Gordon Driedger be ratified at the first meeting pf the Committee of Adjustment to be held in April, 2019.
- **5.** AND FURTHER THAT By-law No. 2015-0009 is hereby repealed.
- **6.** AND FURTHER THAT in all other respects By-law 1983-0098, as amended, remains in full force and effect.

BY-LAW read and passed by the Council for the Town of Halton Hills this 25th day of March, 2019.

MAYOR – RICK BONNETTE

CLERK – SUZANNE JONES



A By-law to amend By-law 2003-0116, as amended to provide for the establishment and structure of the Halton Hills Public Library Board.

WHEREAS the Public Libraries Act, R.S.O. 1990, c.P. 44, as amended provides that a municipality may by By-law establish a Public Library Board;

AND WHEREAS Council for the Town of Halton Hills enacted By-law No. 2003-0116, as amended to establish a Public Library Board;

AND WHEREAS on March 5, 2019, Council for the Town of Halton Hills adopted Report No. ADMIN-2019-0008, dated February 25, 2019, in which certain recommendations were made relating to the 2019-2022 Appointment to Citizen Advisory Committees and Boards:

AND WHEREAS through Report No. ADMIN-2019-0008 Council adopted a recommendation with regards to a change to the composition of the Halton Hill Public Library Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

- 1. THAT Section 2 of By-law No. 2003-0116, as amended be deleted and replaced with the following:
 - "2. The Halton Hills Public Library Board shall consist of (11) members appointed by Council."
- **2.** THAT Section 3 of By-law No. 2003, 0116, as amended be deleted and replaced with the following:
 - "3. The composition of the Board shall be as follows:
 - nine individuals chosen from among the public at large
 - two individuals who are members of Council."

BY-LAW read and passed by the Council for the Town of Halton Hills this 25th day of March, 2019.

MAYOR – RICK BONNETTE	
CLERK – SUZANNE JONES	



A By-law to appoint members to the Halton Hills Public Library Board and repeal By-law No. 2015-0010

WHEREAS the Public Libraries Act, R.S.O. 1990, c.P. 44, as amended provides that a municipality may by By-law establish a Public Library Board;

AND WHEREAS Council for the Town of Halton Hills enacted By-law No. 2003-0116, as amended to establish a Public Library Board;

AND WHEREAS on March 5, 2019, Council for the Town of Halton Hills adopted Report No. ADMIN-2019-0008, dated February 25, 2019, in which certain recommendations were made relating to the 2019-2022 Appointment to Citizen Advisory Committees and Boards.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

1. THAT the following individuals are hereby appointed to the Halton Hills Public Library Board:

Lisa Caissie
Betsy Cosper
Larry Hawes
Matt Kindbom
Keith Medenblik
Joanna Meler
James Schumaker
Tamara Smith
Marilyn Willis

2. That By-law No. 2015-0010 is hereby repealed.

BY-LAW read and passed by the Council for the Town of Halton Hills this 25th day of March, 2019.

MAYOR – RICK BONNETTE
CLERK – SUZANNE JONES



A By-law to Appoint individuals as both Members of the Property Standards Committee and as Fence Viewers for the Town of Halton Hills and to repeal By-law Nos. 2015-0007 and 2015-0008

WHEREAS Council for the Town of Halton Hills enacted By-law 2008-0137, as amended, known as the Property Standards By-law;

AND WHEREAS Section 15.6 (1) of the Building Code Act requires that Property Standards Committee be set up composed of no fewer than three (3) people to hear appeals from Orders made by the Property Standards Officer;

AND WHEREAS The Line Fences Act, R.S.O. 1990, c.L.13 authorizes Council to appoint Fence Viewers to carry out provisions of the Act and to establish fees to be paid to such Fence Viewers:

AND WHEREAS to achieve efficiencies it was deemed appropriate to have members appointed to both roles (Property Standards Committee Member and Fence Viewer) as they are complementary functions, to ensure a sufficient number of members are available for either a fence viewing and/or property standards hearing as they are both called on an ad hoc basis;

AND WHEREAS on March 5, 2019, Council for the Town of Halton Hills adopted Report No. ADMIN-2019-0008, dated February 25, 2019 in which certain recommendations were made relating to 2019-2022 Appointments to Citizen Advisory Committees and Boards.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

1. THAT the following persons are hereby appointed as members of the Property Standards Committee and as Fence Viewers, pursuant to the Line Fences Act, for the Town of Halton Hills:

Collette Liczernski Ron Norris Jeff Pearce Drew Pullman Jason Smith

 AND FURTHER THAT for each day's work under The Line Fences Act, and each attendance at a Property Standards Hearing, each member shall be paid a fee of Fifty (\$50.00) Dollars;

- **3.** AND FURTHER THAT no fence viewings will take place between November 1st and March 31st;
- **4.** AND FURTHER THAT By-law Nos, 2015-0007 and 2015-0008 are hereby repealed in their entirety.

BY-LAW read and passed by the Council for the Town of Halton Hills this 25^{th} day of March , 2019.

MAYOR – RICK BONNETTE
CLERK – SUZANNE JONES



A By-law to adopt the proceedings of the Council Meeting held on the 25th day of March, 2019 and to authorize its execution.

WHEREAS Section 5(3) of *The Municipal Act*, 2001, c.25, as amended, provides that Council's powers shall be exercised by by-law;

AND WHEREAS certain actions of Council do not require the enactment of a specific bylaw;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CORPORATION OF THE TOWN OF HALTON HILLS ENACTS AS FOLLOWS:

- 1. Subject to Paragraph 3 of this by-law, the proceedings of the above-referenced Council meeting, including all Resolutions, By-laws, Recommendations, Adoptions of Committee Reports, and all other motions and matters decided in the said Council Meeting are hereby adopted and confirmed, and shall have the same force and effect, as if such proceedings were expressly embodied in this by-law.
- The Mayor and Clerk are hereby authorized to execute all such documents, and to direct other officials of the Town to take all other action, that may be required to give effect to the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law.
- 3. Nothing in this by-law has the effect of conferring the status of a by-law upon any of the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
- 4. Any member of Council who complied with the provisions of Section 5 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, Chapter M.50 respecting the proceedings of the Council Meeting referred to in Paragraph 1 of this by-law shall be deemed to have complied with said provisions in respect of this by-law.

BY-LAW read and passed by the Council for the Town of Halton Hills this 25th day of March, 2019.

MAYOR – RICK BONNETTE	
CLERK – SUZANNE JONES	