

## **AGENDA**

### **THE FORTY-SECOND MEETING OF THE ONE HUNDRED AND TWENTY-SEVENTH COUNCIL OF THE CORPORATION OF THE CITY OF ST. THOMAS**

**COUNCIL CHAMBERS    6:00 P.M. CLOSED SESSION**  
**CITY HALL            7:00 P.M. REGULAR SESSION    SEPTEMBER 17TH, 2007**

#### **ROUTINE PROCEEDINGS AND GENERAL ORDERS OF THE DAY**

OPENING PRAYER

DISCLOSURES OF INTEREST

MINUTES

DEPUTATIONS

COMMITTEE OF THE WHOLE

REPORTS OF COMMITTEES

PETITIONS AND COMMUNICATIONS

UNFINISHED BUSINESS

NEW BUSINESS

BY-LAWS

PUBLIC NOTICE

NOTICES OF MOTION

ADJOURNMENT

CLOSING PRAYER

#### **THE LORD'S PRAYER**

Alderman T. Johnston

#### **DISCLOSURES OF INTEREST**

#### **MINUTES**

Confirmation of the minutes of the meetings held on September 10th, 2007.

#### **DEPUTATIONS**

##### **Alma College**

Mr. Andrew Gunn, President, Alma College Foundation will be in attendance to discuss Alma College and the upcoming Ontario Municipal Board Hearing. **Page 7a**

##### **Police Services Report**

A representative of the St. Thomas Police Department will be in attendance to present the Police Services Report for the month of August 2007.

#### **COMMITTEE OF THE WHOLE**

Council will resolve itself into Committee of the Whole to deal with the following business.

**PLANNING AND DEVELOPMENT COMMITTEE** - Chairman H. Chapman

**UNFINISHED BUSINESS**

Minimum Maintenance By-Law - Ontario Heritage Act

Development Agreement Policies

**NEW BUSINESS**

Site Plan Control Application File SPC15-06 - 48 Stanley Street

Report PD-31-2007 of the Secretary, Site Plan Control Committee. **Pages 8 and 9**

Alma College

Report CC-45-07 of the City Clerk. **Page 10**

**BUSINESS CONCLUDED**

**ENVIRONMENTAL SERVICES COMMITTEE** - Chairman T. Johnston

**UNFINISHED BUSINESS**

Road and Sidewalk Reserve Fund

Proposed Playground Development - Feasibility Analysis of Proposed Public/Private Partnership between City of St. Thomas and Faith Baptist Church

---

Green Lane Landfill Purchase by the City of Toronto - Status Report - Possible Waste Management Contract Extension

---

Dalewood Ravine Trail - Correspondence

Programs for the Enhancement of Drinking Water Quality in Homes with Lead Water Services

Burwell Road between South Edgeware Road and Talbot Street - Sidewalk - Correspondence

Township of Southwold - Wastewater Master Planning Study

Vacant Land Condominium - Fair and Equitable Taxing

Forest Avenue Manhole Cover and Sewer

Report ES109-07 of the Manager of Engineering. **Pages 11 to 15**

Source Protection Committee Appointments - Grand River Conservation Authority

**NEW BUSINESS**

**BUSINESS CONCLUDED**

**PERSONNEL AND LABOUR RELATIONS COMMITTEE** - Chairman G. Campbell

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**BUSINESS CONCLUDED**

**FINANCE AND ADMINISTRATION COMMITTEE** - Chairman T. Shackelton

**UNFINISHED BUSINESS****NEW BUSINESS**

Bridge, Sewers and Water Capacity in Barwick Street Area

Cell Phone Policy

Kiwant Manors Limited - Seniors' Housing - 139 First Avenue

Downtown Development Board - Horton Farmers' Market

Ontario 9-1-1 Advisory Board - Grant Request

**BUSINESS CONCLUDED**

**COMMUNITY SERVICES COMMITTEE** - Chairman B. Aarts

**UNFINISHED BUSINESS**

Parks Pavilion Renaming

Walk of Fame

Paralympics Ontario - Request for Hosting Bids

Recreation Facilities Comparative Financial Figures

Request for Trees on the Boulevard, South Side of Chestnut Street - Correspondence

Leash Free Dog Park

Play Works - Youth Friendly Community Recognition Program

**NEW BUSINESS**

Summer Arena and Pool Use - Information Report

Report PR-05-07 of the Director, Parks and Recreation. **Pages 16 to 18**

**BUSINESS CONCLUDED**

**PROTECTIVE SERVICES AND TRANSPORTATION COMMITTEE** - Chairman D. Warden

**UNFINISHED BUSINESS**

Bus Services to 1063 Talbot Street and Shopping Complex near Elm Street and Wilson Avenue

White Street Yield Signs

YWCA St. Thomas-Elgin Summer Camp - Reduced Rate Children's Bus Tickets

City Parking System Committee Update

Report CC-43-07 of the City Clerk and the Director, Environmental Services. **Pages 19 to 25**

Taxis By-Law - Enforcement of Non-Licensed Taxis

New Year's Eve Bus Service - Mothers Against Drunk Driving

Report ES110-07 of the Supervisor of Roads and Transportation. **Pages 26 to 28**

**NEW BUSINESS****Intersection Capacity Analysis and Ten Year Capital Improvement Plan**

Report ES93-07 of the Supervisor of Roads and Transportation. **Pages 29 to 36**

Mr. Henry Houtari, Delcan, will be in attendance to provide an overview of the report.

**Big Brothers/Big Sisters, Be A Big For a Day Event - September 27, 2007 - Centre Street Street Closure between Hincks Street and Southwick Street**

---

Report ES107-07 of the Supervisor of Roads and Transportation. **Page 37**

**Optimist Santa Claus Parade - November 17, 2007 - First Avenue and Talbot Street - Street Closure**

---

Report ES106-07 of the Supervisor of Roads and Transportation. **Page 38**

**Tree Lighting Ceremony - November 16, 2007 - Mondamin Street - Street Closure**

Report ES105-07 of the Supervisor of Roads and Transportation. **Page 39**

**Hearing Impaired/Deaf Child Area Signs - Hagerman Crescent**

Report ES108-07 of the Supervisor of Roads and Transportation. **Pages 40 to 42**

**Corporate Air Terminal Feasibility Study - St. Thomas Municipal Airport**

Report CC-44-07 of the City Clerk. **Page 43**

**A copy of the study is attached.**

**Thompson Avenue No Parking Zones - Correspondence**

A letter has been received from Donald A. Vickerman, 21 Thompson Avenue, regarding No Parking Zones. **Page 44**

**BUSINESS CONCLUDED****SOCIAL SERVICES COMMITTEE** - Chairman L. Baldwin-Sands**UNFINISHED BUSINESS****NEW BUSINESS****Homeownership Loan Agreement**

Report OW-30-07 of the Housing Administrator. **Pages 45 to 55**

**Purchase of Service Agreement - Domiciliary Hostel Services**

Report OW-31-07 of the Director, Ontario Works. **Pages 56 to 116**

**BUSINESS CONCLUDED****REPORTS PENDING****ROAD RESURFACING PROGRAM - BUDGET FORECASTS** - J. Dewancker**COUNCIL**

Council will reconvene into regular session.

## **REPORT OF COMMITTEE OF THE WHOLE**

Planning and Development Committee - Chairman H. Chapman

Environmental Services Committee - Chairman T. Johnston

Personnel and Labour Relations Committee - Chairman G. Campbell

Finance and Administration Committee - Chairman T. Shackelton

Community Services Committee - Chairman B. Aarts

Protective Services and Transportation Committee - Chairman D. Warden

Social Services Committee - Chairman L. Baldwin-Sands

A resolution stating that the recommendations, directions and actions of Council in Committee of the Whole as recorded in the minutes of this date be confirmed, ratified and adopted will be presented.

## **REPORTS OF COMMITTEES**

### **PETITIONS AND COMMUNICATIONS**

#### **Court House Site Selection**

A letter has been received from Minister David Caplan, Ministry of Public Infrastructure Renewal regarding the site selection process for the Court House facility. **Page 117**

A letter has been received from Shmuel Farhi, President, Farhi Holdings Corporation regarding the Elgin County Court House. **Pages 118 to 120**

A letter has been received from Kimberley G.R. Johnson, President, Elgin Law Association regarding the Elgin County Court House. **Pages 121 and 122**

#### **2007 Ontario Southwest Municipal Conference - November 9, 2007**

Registration information has been received from the Ministry of Municipal Affairs and Housing regarding the 2007 Ontario Southwest Municipal Conference to be held on November 9, 2007 at the Bestwestern Lamplighter Inn, London. **Pages 123 and 124**

#### **Foster Family Week - Proclamation - October 21 - 29, 2007**

A letter has been received from Debbie Dawdy, Foster Parent Recruiter, Family and Children Services, requesting that Council proclaim the week of October 21 - 29, 2007 as Foster Family Week. **Page 125**

#### **Celebrating Citizenship Week - Proclamation - October 15 - 21, 2007**

A letter has been received from the Hon. Diane Finley, Minister of Citizenship and Immigration requesting that Council proclaim the week of October 15 - 21, 2007 as Celebrating Citizenship Week. **Pages 126 and 127**

#### **SOLRS Negotiations Regarding CASO Lands**

A letter has been received from John Sanders, Solicitor, Sanders, Cline regarding the SOLARS negotiations with CN/CP. **Page 128**

## **UNFINISHED BUSINESS**

### **NEW BUSINESS**

## **BY-LAWS**

### **First, Second and Third Reading**

1. A by-law to confirm the proceedings of the Council meeting held on the 17th day of September, 2007.
2. A by-law to amend By-Law 50-88, being the Zoning By-Law for the City of St. Thomas. ( permit minimum lot frontage of 11 metres on Lots 77-80 and 86-88 within draft Plan of Subdivision 34T-07504 - Doug. Tarry Limited - File No. 2-13-07)
3. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas, Bruce Smith, and Wayne Bezner-Kerr. (Assignment of lease - St. Thomas Municipal Airport - Parts 12 and 24, Reference Plan 11R-165)
3. A by-law to authorize the Mayor and Clerk to execute and affix the Seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and James Akey. (Domiciliary Hostel Agreement - Tara Hall - 38 Chester Street)

## **PUBLIC NOTICE**

### **NOTICES OF MOTION**

A notice of motion has been received from Alderman Gord Campbell proposing that the City of St. Thomas hire a Chief Administrative Officer to lead the City Administration.

## **CLOSED SESSION**

A resolution to close the meeting will be presented to deal with proposed or pending disposition of land by the municipality.

## **OPEN SESSION**

## **ADJOURNMENT**

## **CLOSING PRAYER**

7a

**The Corporation of the City of St. Thomas**  
**545 Talbot Street**  
**P.O. Box 520**  
**City Hall**  
**St. Thomas, ON**  
**N5P 3V7**

City of St. Thomas  
Received  
SEP 12 2007  
City Clerk's Dept.

September 12, 2007

Attention: Mr. Wendell Graves  
City Clerk, City of St. Thomas

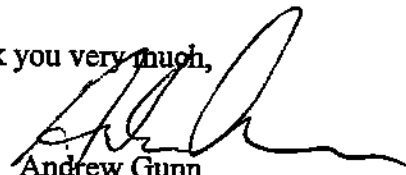
Dear Mayor Barwick, Members of Council, and City Staff,

It is my understanding that there will be a discussion next Monday night concerning the upcoming Ontario Municipal Board hearing involving Alma College. I am writing this letter to request that I be permitted to address the City Council meeting on Monday night, September 17. The purpose of my address to Council will be to outline in some detail a proposal that has been made by the group that I represent, the **Alma College Foundation**, and directed to the current owners of Alma College, the **Alma Heritage Estates Corporation**. In the past week, all communication relating to this specific proposal has been between Mr. Douglas Gunn, lawyer for the Alma College Foundation, and Mr. Alan Patton, lawyer for the Alma Heritage Estates Corporation.

In brief, the proposal is based on the idea that the Alma College Foundation would enter into an agreement with the Alma Heritage Estates Corporation for the purpose of retrieving certain materials from the Alma College property (excluding materials from the building which is commonly referred to as the 'Music Building'). It is our intention to retain all the significant materials and heritage features possible from the Alma College property in order to incorporate those materials in the construction of a new university campus. Furthermore, it is our intention to replicate on a new site, to the fullest extent possible, the main building, chapel, and certain other features of the Alma College property. With the OMB hearing coming up quickly, I believe that such a proposal might be quite attractive to the City of St. Thomas and also to the Alma Heritage Estates Corporation.

Please do not hesitate to contact me if you require more information at this time. Certainly we look forward to working out an arrangement which is beneficial for all concerned.

Thank you very much,

  
Andrew Gunn  
President, Alma College Foundation  
Phone: (519) 637-3597



**The Corporation of the  
City of St. Thomas**

8

Report No.: PD-31-2007

File No.: SPC 15-06

**Directed to:** Chairman H. Chapman and Members of the  
Planning and Development Committee

**Date Report Authored:** September 10, 2007  
**Council Meeting Date:** September 17, 2007

**Subject:** Site Plan Control Application File No. SPC 15-06 - 48 Stanley Street, City of St. Thomas -  
Amendment to Site Plan Approval

**Department:** Planning Department  
**Prepared by:** Jennifer Kirkness, Secretary, Site Plan Control  
Committee

**Attachments:**  
• Revised Clause 1, Second Report of the  
Site Plan Control Committee, 2007

**RECOMMENDATION:**

**THAT:** Report PD-31-2007 be received;

**AND THAT:** Council, approve amending Site Plan Approval respecting File No. SPC 15-06 - as contained within Clause 1 of Second Report of the Site Plan Control Committee, 2007, approved by Council on February 5<sup>th</sup>, 2007 by removing the requirement for the construction of a ramp on lands known municipally as 48 Stanley Street.

**ORIGIN:**

Elgin Financial Corporation has made application to the Site Plan Control Committee for lands known municipally as 48 Stanley Street, City of St. Thomas (The Eclectic Company). The application requested site plan approval for the placement of a sign and the re-configuration of the parking layout on the subject lands. The application was circulated to staff, committee members, and the Municipal Accessibility Advisory Committee for comments. The Site Plan Control (SPC) Committee recommended conditional approval, based on comments received and Council subsequently approved the SPC Committee's recommendation.

One of the conditions of approval included the construction of a ramp to provide a barrier free access into The Eclectic Company. Since approval of the application, the applicant has determined that retrofitting the existing building for the purpose of adding accessible interior features would pose construction challenges, alter the historical character of the building and place a significant financial burden on the applicant. The applicant is not required to retrofit for accessibility and has indicated such a retrofit will not be undertaken. The construction of a ramp becomes redundant if the interior is not barrier free.

The applicant approached the Municipal Accessibility Advisory Committee (AAC) to request that the ramp be removed as a condition of approval. The AAC considered the request at their Committee meeting on August 23<sup>rd</sup>, 2007. The Chair of the AAC has advised the Secretary that the AAC does not object to the removal of the ramp as a condition of approval and has requested, by resolution, that a bell be provided on the entrance door for people who request assistance.

Members of Site Plan Control Committee have also been notified of the requested change and have indicated to the Secretary that they have no objection to the removal of the ramp as a condition of approval.

**STAFF RECOMMENDATION:**

Based on review by Site Plan Control Committee and the Municipal Accessibility Advisory Committee, it is recommended that Clause 1 of the Second Site Plan Control Committee Report, 2007 be amended to remove the requirement for the construction of a ramp.

Respectfully submitted,

Jennifer Kirkness,  
Secretary, Site Plan Control Committee

**Reviewed By:**

Env. Services

Treasury

City Clerk

Parks and Recreation

Other

**THE SECOND REPORT OF THE 2007 SITE PLAN CONTROL COMMITTEE**  
**AS AMENDED**

September 11<sup>th</sup>, 2007

Mayor Cliff Barwick  
 and Members of City Council  
 St. Thomas, Ontario

Your Site Plan Control Committee recommends as follows:

1. We approve the application of Elgin Financial Corporation for approval of site plans pertaining to the development of a business office for interior design consulting and a retail home furnishings and giftware boutique located on lands that may be described as Part of Lots 14, 16, and 17, Registered Plan 192, and known municipally as 48 Stanley Street, City of St. Thomas, County of Elgin, subject to the following conditions:

1. Compliance shall be made with all applicable regulations,
2. Development of the site shall be in accordance with the final approved plans,
3. The final approved plans (amended as directed by the said Site Plan Committee) shall be filed with the Secretary of the Committee,
4. That an agreement shall be entered into by the owner with the municipality in respect of the provision of all municipal requirements. The final approved plans shall be appended to the agreement and the agreement shall be registered on the title of the property,
5. The following requirements shall be shown or noted on the approved plan(s) and/or incorporated into the agreement referred to above:
  - (a) parking and loading spaces shall be provided in accordance with the City of St. Thomas Zoning By-Law 50-88,
  - (b) the proposed sign receive all appropriate municipal approvals,
  - (c) removal of the proposed garage from the subject site plan, and
  - (d) the applicant will install accessibility improvements based on the recommendation of the Municipal Accessibility Advisory Committee as contained within AAC's meeting minutes from August 23<sup>rd</sup>, 20007.

2. That the recommendations, directions and actions of the Site Plan Control Committee as set out in the minutes dated September 11<sup>th</sup>, 2007 be confirmed, ratified, and adopted.

All of which is respectfully submitted,

Mayor Cliff Barwick,  
 Chairman  
 Site Plan Control Committee  
 /jek



Corporation of the

**City of St. Thomas**

Report No.

CC-45-07

File No.

**Directed to:**

Chairman H. Chapman and Members of the Planning and Development Committee

**Date Authored:**

September 12, 2007

**Meeting Date:**

September 17, 2007

**Department:**

City Clerk's

**Prepared By:**

Wendell Graves, City Clerk

**Attachment**

**Subject:**

Alma College

**Recommendation:**

THAT: Report CC-45-07 relating to Alma College, be received for information.

**Background:**

The intent of the following information is to serve as a chronology of significant dates relating to the pending Ontario Municipal Board Hearing which is scheduled to commence on October 1, 2007 in Council Chambers relating to the request of Alma Heritage Estates for a demolition permit for Alma College and Council's subsequent denial of that request.

1. December 23, 2005 Alma Heritage Estates applied to the City for a demolition permit.
2. August 21, 2006, Council denied the issuance of a demolition permit.
3. September 20, 2006 the City is notified that Alma Heritage Estates has appealed Council's decision to the Ontario Municipal Board.
4. May 1, 2007 the Ontario Municipal Board met for a Pre Conference Hearing to determine if party status would be given to the Alma College Foundation, to establish a procedural order which would guide the actual Board Hearing and to establish a Board Hearing date.

Outcomes of the May 1, 2007 Pre Conference Hearing were as follows:

- a) Alma College Foundation was denied party status to the hearing.
- b) The groundwork for a procedural order was established which in part required that during the course of the summer months the parties would review technical issues relating to the Board Hearing.
- c) The Board set aside 3 weeks commencing October 1, 2007 for the actual Hearing.

It should be noted that as is the case in most Ontario Municipal Board proceedings, opportunities exist for the parties to consider settlement options prior to the commencement of the Board Hearing. If a settlement was reached it would define an agreed upon solution and course of action thereby negating the need for the Board Hearing.

As of this date there has been no settlement with regard to Alma College and the Board Hearing remains scheduled for October 1, 2007.

Respectfully,

**Reviewed By:**

Treasury

Env Services

Planning

City Clerk

Human  
Resources

Other



Corporation of the

# City of St. Thomas

Report No.

ES109-07

File No.

08-322

Directed to:

Chairman Tom Johnston and Members of the  
Environmental Services Committee

Date

September 11, 2007

Department:

Environmental Services

**Attachments**

July 9, 2007 Letter to  
Residents; Sketch of  
Sanitary Sewage System;  
June 29, 1973 Letter to Pol  
Construction Limited.

Prepared By:

Brian Clement, Manager of Engineering

Subject:

**Private Walk Interface with New Sidewalk and Sanitary Sewage System  
at #417 to #439 Forest Avenue**

**Recommendation:**

THAT: Report No. ES109-07 be received for information.

**Origin:**

Report ES79-07 was presented at the Council Meeting of June 18, 2007 concerning construction issues due to installation of a new concrete sidewalk on the south side of Forest Avenue between Aspen Avenue and Highview Drive, specifically in front of two buildings of townhouses with six units per building. Council Members approved the recommendation that "Engineering Division staff discuss options with residents/property owners from #417 to #439 Forest Avenue to resolve construction interface issues between the private walks and the new sidewalk".

Correspondence and a petition were received at the Council Meeting of July 16, 2007 concerning the sidewalk and the manhole cover and sewer at #421 Forest Avenue, and Council Members referred both documents to the Environmental Services Department.

**Analysis:**

A letter dated July 9, 2007 was hand delivered to the twelve residents (copy attached). Three solutions were proposed for the affected Forest Avenue residents to consider and then to acknowledge their approval of desired solution.

Ten written responses and one verbal reply have been received to date.

# 417 and #421 to #429 Forest Avenue picked the regrading Option 2.

#419, # 431 to #435, and #439 Forest Avenue picked the leave as is Option 3.

No one selected the concrete step Option 1.

We are expecting receipt of a written response this week from #437 Forest Avenue selecting Option 2.

The Contractor, J. Franze Concrete Ltd. has indicated that remedial works on the private walks will be undertaken in late September/early October, weather permitting. This also includes installation of a 250 mm semi-circular concrete curb for protection of the existing tree in the boulevard between #423 and #425 Forest Avenue from sidewalk snow ploughing.

With respect to the issue raised of the sanitary manhole located in front of #421 Forest Avenue, files of the Environmental Services, Planning, Treasury and City Clerk's Department were reviewed for information concerning this development from the early 1970's. Also an easement search was initiated by Sanders, Cline, Barristers and Solicitors, at the Land Registry Office for #421 Forest Avenue.

There is no indication of a City sanitary sewer easement on #421 Forest Avenue. Other utility easements were noted for telephone, hydro, cable and gas.

Please see sketch of sanitary sewage system (copy attached). The existing sanitary manhole in front of #421 Forest Avenue is located on private property, and actually serves as an outlet for two private sanitary sewers collecting sewage from the twelve private drain connections from all townhouse units of the two building development. A letter from the Deputy City Engineer dated June 29, 1973 to Pol Construction Limited (copy attached) refers to an agreement between the property owners to cover the maintenance of this common sanitary sewer system. Therefore this infrastructure is not municipally owned, nor does the City have the right of access, or responsibility for operation and maintenance.

Traditionally site plan developments are only allowed to have one sanitary outlet to the main sewer system unless existing stubs are present, especially to avoid numerous individual connection cuts of an existing roadway.

**Financial Considerations:**

No additional funds for the project are anticipated at this time to complete the remedial work necessary on the seven private walks to interface with the new sidewalk, and also the tree protection.

Respectfully Submitted,



Brian Clement, P. Eng., Manager of Engineering  
Environmental Services

12

Reviewed By:

Treasury

Env. Services

Planning

City Clerk

HR

Other

**BRIAN CLEMENT, MAsc, P.Eng.**  
Manager of Engineering

Tel: 519-631-1680  
Fax: 519-631-2130

THE CORPORATION OF THE CITY OF  
ST. THOMAS

## File: 08-322

**Re: Private Walk Interface with New City Sidewalk on Forest Avenue**

3. No reconstruction of the existing private walk or interface, that is, leave as is.

Date: \_\_\_\_\_

Encl.



June 29, 1973

Pol Construction Limited,  
7D First Avenue,  
St. Thomas, Ontario  
N5R 4M3

Attention: A. Pol

Dear Sir:

RE: NO. 417 - NO. 439 FOREST AVENUE

With regard to the common Sanitary Sewer System servicing the above Townhouse Development, would you please provide this Office with a copy of the Agreement between the Owners, covering the maintenance of the common Sewer. As you are aware, it has been City Policy for many years to require an Owner to maintain the private drain connection from the building to the main Sewer in the Street. If an Agreement does not exist, would you have one executed by all the owners and registered as soon as possible. Also the manhole on the south side of Forest Avenue and the cleanouts requires raising to ground level.

Yours very truly,

R. B.

R. E. Brown, P. Eng.

Deputy City Engineer

REB/vp



Corporation of the  
**City of St. Thomas**

16

Report No.

PR-05-07

File No.

**Directed to:**

Chairman B. Aarts, Chairman of the Community Services Committee and Members of St. Thomas City Council

**Report Date**  
**September 12, 2007**  
**Meeting Date**  
**September 17, 2007**

**Department:**

Parks and Recreation

**Attachment**

**Prepared By:**

Kent McVittie, Director of Parks and Recreation

NA

**Subject:**

**Summer Arena and Pool Use – Information Report**

**Recommendation:**

**THAT:** Report PR-05-07 regarding the Summer Arena and Pool Use be received for information.

**Origin:**

At its meeting of June 11, 2007, City Council requested staff to prepare a report related to Summer Ice and pool use. With the summer season for ice and pool operations now complete, staff is able to provide a summary of facility usage for these two areas of parks and recreation for Council's information.

**Analysis:**

**Ice Use**

Summer ice use between 2006 and 2007 was relatively consistent with the exception of the month of May when, in 2006 the Timken Walker Rink retained ice until the end of the month. In 2007, the Walker Rink had the ice removed at the end of April based on projected demand for ice and on a tournament changing its date to the end of April.

Lower summer ice fees charged by neighbouring municipalities contributed to the decrease in demand for St. Thomas ice time in 2007. It is encouraging to note that ice rental levels were sustained at a reasonable level despite this impact. Many user groups recognize that the cost of transportation to out-of-town facilities can add a significant cost to individual participants and so choose to continue to rent within the city. The removal of ice at the Timken Walker Rink in 2007 also facilitated the movement of some staff to Parks operations during the busy start up period.

**Timken - Presstran**

Month	2006					2007					Total	Change
	Youth	Adult	Jr. B	Program	Total	Youth	Adult	Jr. B	Program	Total		
April	81.75	29.5	0	34.25	145.5	107.5	24.75	0	29.75	162	16.5	
May	144.25	17	0	47.25	208.5	129.75	35	0	89	253.75	45.25	
June	97.5	35	6	98.5	237	92.5	33	12	86.5	224	-13	
July	100.5	36.5	0	34.5	171.5	141.5	47	0	25.5	214	42.5	
August	191	48	31.5	44	314.5	154	36	32	30	252	-62.5	
<b>Totals</b>	<b>615</b>	<b>166</b>	<b>37.5</b>	<b>258.5</b>	<b>1077</b>	<b>625.25</b>	<b>175.75</b>	<b>44</b>	<b>260.75</b>	<b>1105.8</b>	<b>28.75</b>	

**Timken - Walker**

Month	2006					2007					Total	Change
	Youth	Adult	Jr. B	Program	Total	Youth	Adult	Jr. B	Program	Total		
April	121	54.4	0	49	224.4	143.25	35.95	0	55.5	234.7	10.3	
May	108	24	0	44	176	0	0	0	0	0	-176	
June	0	0	0	0	0	0	0	0	0	0	0	
July	0	0	0	0	0	0	0	0	0	0	0	
August	0	0	0	0	0	0	0	0	0	0	0	
<b>Totals</b>	<b>229</b>	<b>78.4</b>	<b>0</b>	<b>93</b>	<b>400.4</b>	<b>143.25</b>	<b>35.95</b>	<b>0</b>	<b>55.5</b>	<b>234.7</b>	<b>-165.7</b>	

**Memorial**

Month	2006					2007					Total	Change
	Youth	Adult	Jr. B	Program	Total	Youth	Adult	Jr. B	Program	Total		
April	55	19.4	0	13	87.4	25.5	14.4	0	19	58.9	-28.5	
May	0	0	0	0	0	0	0	0	0	0	0	
June	0	0	0	0	0	0	0	0	0	0	0	
July	0	0	0	0	0	0	0	0	0	0	0	
August	0	0	0	0	0	0	0	0	0	0	0	
<b>Totals</b>	<b>55</b>	<b>19.4</b>	<b>0</b>	<b>13</b>	<b>87.4</b>	<b>25.5</b>	<b>14.4</b>	<b>0</b>	<b>19</b>	<b>58.9</b>	<b>-28.5</b>	

**TOTAL - ALL ICE PADS**

Month	2006					2007					Change
	Youth	Adult	Jr. B	Program	Total	Youth	Adult	Jr. B	Program	Total	
April	257.75	103.3	0	96.25	457.3	276.25	75.1	0	104.25	455.6	-1.7
May	252.25	41	0	91.25	384.5	129.75	35	0	89	253.75	-130.75
June	97.5	35	6	98.5	237	92.5	33	12	86.5	224	-13
July	100.5	36.5	0	34.5	171.5	141.5	47	0	25.5	214	42.5
August	191	48	31.5	44	314.5	154	36	32	30	252	-62.5
<b>Totals</b>	<b>899</b>	<b>263.8</b>	<b>37.5</b>	<b>364.5</b>	<b>1564.8</b>	<b>794</b>	<b>226.1</b>	<b>44</b>	<b>335.25</b>	<b>1399.4</b>	<b>-165.45</b>

**Pool Use**

Summer Pool Use is shown in the chart below. The addition of the Tim Horton's-sponsored Free Swims helped increase attendance in 2007 over the 2006 levels. It is also encouraging to see the increase in the number of children learning to swim in learning water safety.

**Public Swim Admissions 2006-07**

	2006			2007			Change
	Children	Adult	Total	Children	Adult	Total	
June (1 week)	220	31	251	405	33	438	187
July	1931	252	2183	1980	268	2248	65
August	1243	133	1376	1692	231	1923	547
<b>Total</b>	<b>3394</b>	<b>416</b>	<b>3810</b>	<b>4077</b>	<b>532</b>	<b>4609</b>	<b>799</b>

**Swimming Lesson Registrations 2006-07**

	2006	2007	Change
Lessons	399	408	9

**Financial Considerations:**

This report is intended for information only and has no financial impact to the Corporation of the City of St. Thomas. A comparison of the revenues and expenditures for the summer season at the Timken Community Centre and the net expenditure (includes revenue and expenditure) for aquatics programs has been included for information in the tables below. It is important to recognize that comparisons between the two years are problematic because the timing of pay periods and revenue posting can vary from year to year.

**Expenditure**

	APRIL	MAY	JUNE	JULY	AUGUST	TOTAL
Timken Expenditure 2006	\$57,914	\$94,551	\$41,163	\$51,513	\$46,291	\$291,432
Timken Expenditure 2007	\$54,298	\$80,768	\$39,158	\$50,576	\$46,541	\$271,341
Change	-\$3,616	-\$13,783	-\$2,005	-\$937	\$250	-\$20,091

**Summer (April to August) Timken Centre Ice Revenue**

Type of Rental	2006	2007	Change
Fall/Winter Ice	-\$17,342	-\$28,543	-\$11,201
Spring/Summer Ice	-\$93,385	-\$74,933	\$18,452
Men's Rec hockey	-\$6,894	-\$3,791	\$3,103
Figure Skating Spring/Summer	\$7,500	-\$13,834	-\$21,334
45+ Hockey	-\$1,269	\$0	\$1,269
Girl's Hockey	-\$21,075	-\$5,801	\$15,274
Jr. B Ice	-\$690	-\$9,105	-\$8,415
Minor Hockey Ice	-\$23,350	-\$30,187	-\$6,837
Chiefs Ice	\$1,681	-\$3,032	-\$4,713
Ringette	-\$3,335	-\$11,058	-\$7,723
Lavender card	-\$699	\$0	\$699
<b>TOTAL</b>	<b>-\$158,858</b>	<b>-\$180,284</b>	<b>-\$21,426</b>

**Net Expenditure - Aquatics Programs (Includes Jaycee and Waterworks Pools)**

-18-

	April	May	June	July	August	Total
2006	\$0	\$3,056	\$7,516	\$13,143	\$8,270	\$31,985
2007	\$133	\$783	\$7,292	\$23,157	\$5,499	\$36,864
Change	\$133	-\$2,273	-\$224	\$10,014	-\$2,771	\$4,879

**Summary**

This report has been intended to provide an overview of the City's pool and ice rental use in 2006 and 2007. Staff intends to provide statistical information reports regarding the use of a range of Parks and Recreational services on a regular basis for Council's information.

Respectfully Submitted,



Kent McVittie  
Director of Parks and Recreation

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other



Corporation of the

**City of St. Thomas**

19

Report No.  
CC-43-07

File No.

Date Authored:  
September 01, 2007

Meeting Date:  
September 17, 2007

Directed to: Chairman D. Warden and Members of the Protective Services and Transportation Committee

Department: Clerk's and Environmental Services

Prepared By: W. Graves, City Clerk and J. Dewancker, Director, Environmental Services

Attachment

City of St. Thomas Parking Lots – Appendix "A":  
Parking Lot Design Standards – Appendix "B"

Subject: Parking Committee Update

#### Recommendation:

THAT: Report CC-43-07 be received for information, and further,

THAT: The City's Traffic By-law be amended to include provisions for the identification of parking lots within the downtown core area including the allocation of permit parking spaces, and further,

THAT: The parking design lots standards as defined on Appendix "B" be approved with the costs associated with the standardized signage for downtown core area parking lots being included for consideration within the 2008 capital budget process, and further,

THAT: Council authorize a 14 day grace period for enforcement when changes, approved by Council, are implemented within the downtown core parking lots.

THAT: Council authorize that the Scott Street parking lot and the upper St. Catherine Street parking lot be made permit only parking lots with enforcement to commence January 1, 2008.

#### Background:

At its meeting on June 2007 Council established a Select Committee to review parking issues within the commercial core area.

The intent of this report is to update the members regarding the progress of the Committee's work to date, to identify specific tasks which have been undertaken, and to seek approval on specific recommendations flowing from the Committee.

#### A. Specific Tasks Reviewed / Undertaken – short term

1. An internal electronic data base has been established to record and track permit holders including internal procedures to ensure permit parking spaces are not over subscribed.
2. An inventory of the existing parking lots and permit spaces  
( See appendix "A")
3. Recommendations relating to standardized parking spaces and signs in the parking lots  
(See appendix "B")  
*The estimated costs to standardized the signage in all of the parking lots would be \$40,000 and would be included for Council's consideration in the 2008 capital budget process.*
4. Recommendation to include permit parking spaces within the City's by-law thereby requiring Council approval for any changes
5. Recommendation for grace periods when changes are made relating to permit parking spaces  
*It is recommended that when a change is made within a parking lot, a 2 week grace period is initiated, where warning tickets will be issued, commencing from the time that the actual signs are installed to reflect the change.*
6. Review of new plastic permits to hang from vehicle mirrors.  
*New plastic permits will be introduced January 2008 for permit holders.*

7. Recommendation to use the Scott Street parking lot and the upper St. Catherine Street parking lots as permit only parking lots. Both of these parking lots are unimproved. It is recommended that these parking lots become permit parking lots immediately but that enforcement would take place beginning January 1, 2008.

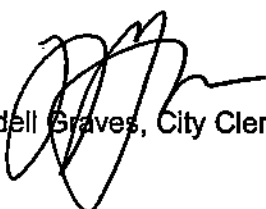
**B. Specific Tasks to be Undertaken – long term**

1. Review permit parking fees
2. Review planning / zoning policies as they relate to the requirement of property owners to provide parking space in the downtown core area when new residential units are created.
3. Strategically review the amount of future parking required in the commercial core area in relationship to the current retail analysis that is being undertaken, the types of businesses that are located in the commercial core area and residential development.

**Financial Consideration**

The \$40,000 associated with the costs of signage will be included as part of the 2008 capital budget considerations.

Respectfully,

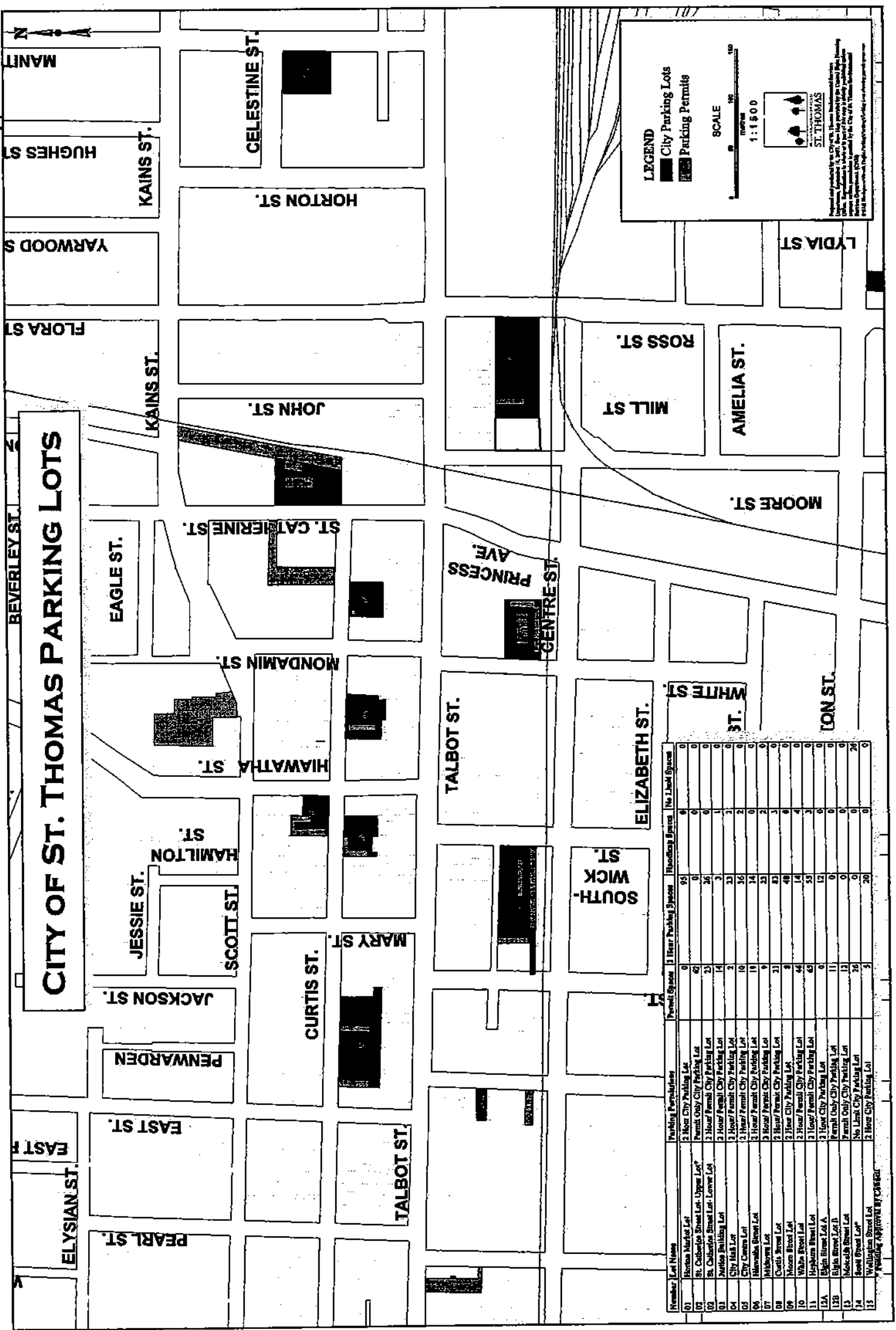
  
Wendell Graves, City Clerk

  
John Dewancker, Director, Environmental Services

---

Reviewed By: \_\_\_\_\_

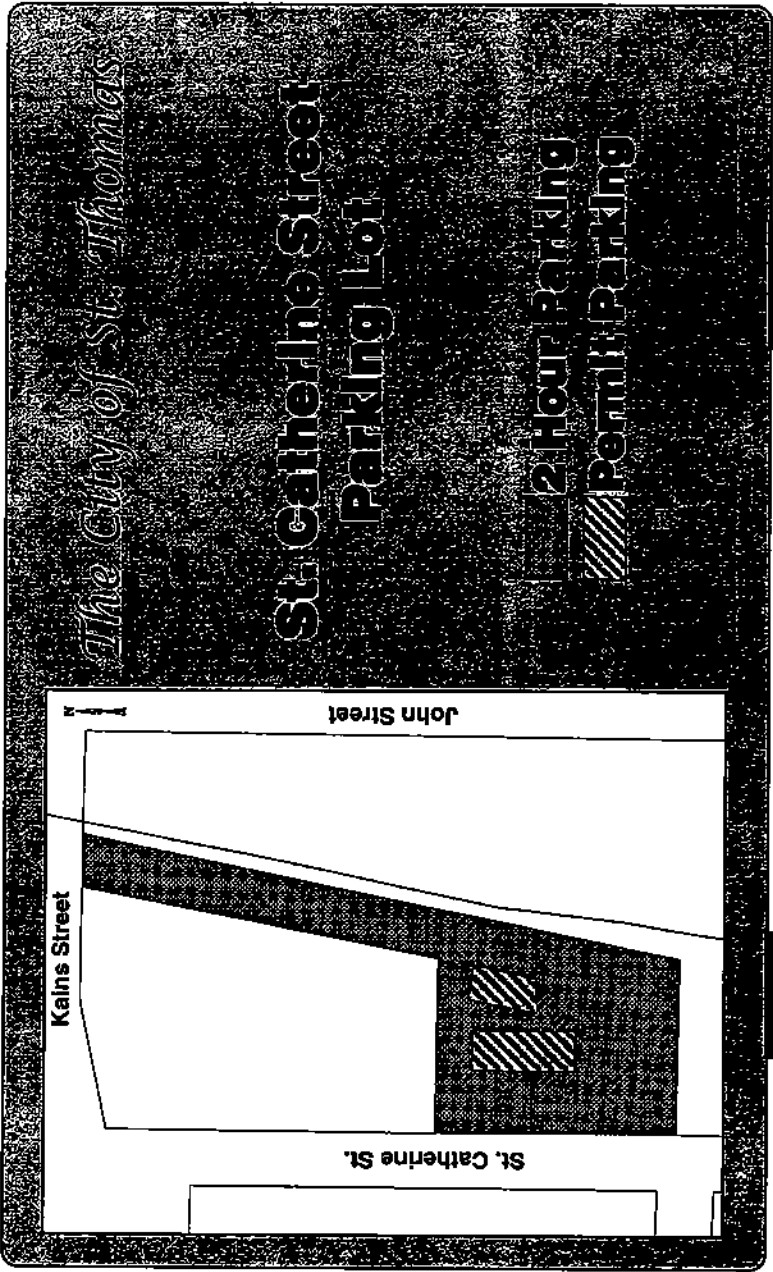
Treasury	Env Services	Planning	City Clerk	Human Resources	Other
----------	--------------	----------	------------	--------------------	-------



PARKING LOT DESIGN STANDARDS

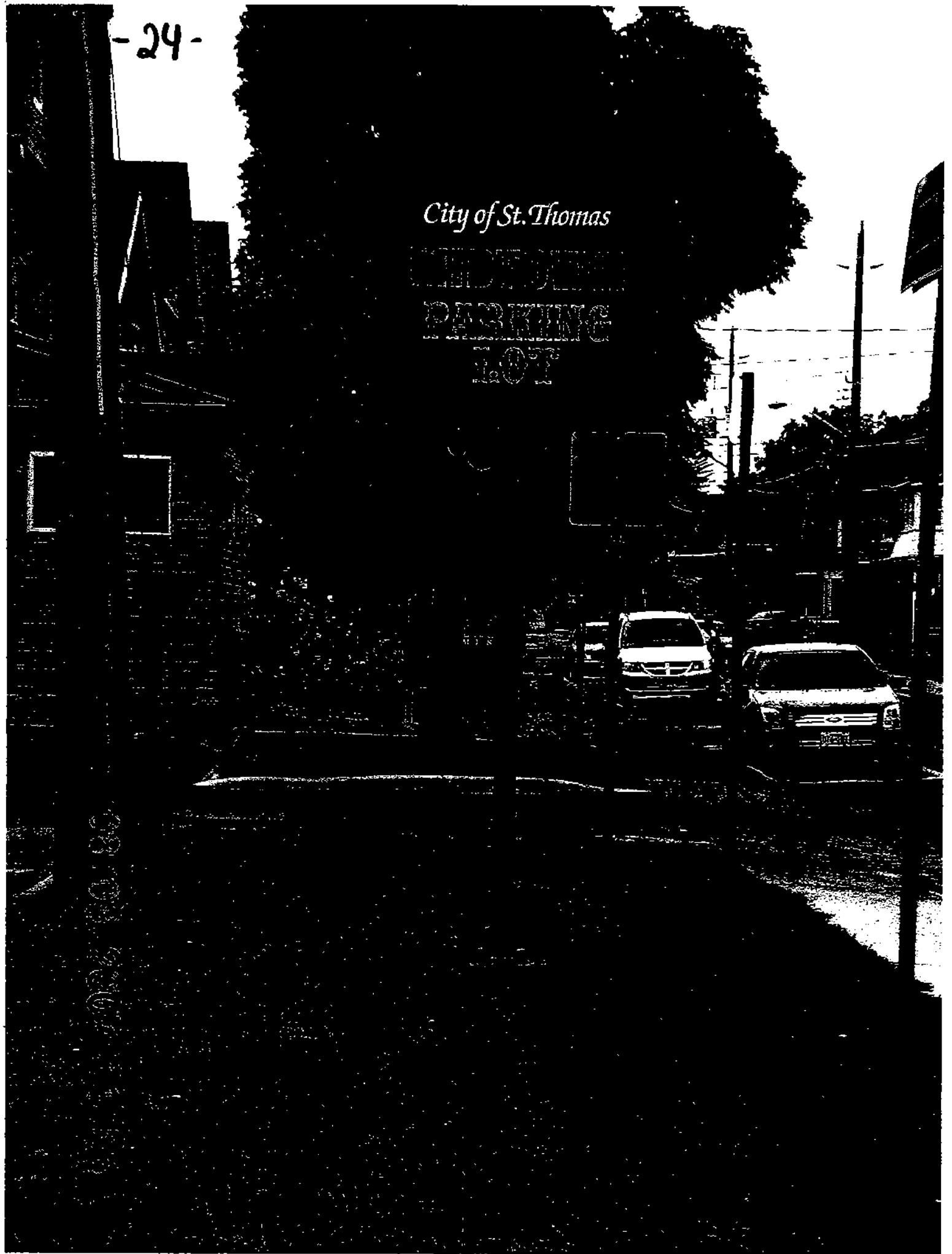
1. Parking stall size  
  
Length – 5.6m  
Width – 2.74 m  
Aisle – 7.3m (two way traffic)
2. Lot sign standard – Ontario Traffic Manual Book 5 standard size signs (30cm by 45cm).
3. Minimum sign spacing for parking stall use designation – every 4 stalls, posts to be located at the far edge of the parking stalls. In the case of a single stall the post shall be located in the middle of the stall. Permit stalls shall be augmented with the word "Permit" painted on the pavement.
4. Parking lot identification sign – St. Thomas standard entrance sign.
5. Parking lot key map – One or two signs per lot placed facing into the lot, depending on the lot size and configuration.
6. Use of physical delineation barriers and raised islands between parking stalls will be minimized.
7. Back to back parking stall signs (different message) shall be staggered top to bottom. I.e. Front stall sign (2 Hour Parking) shall be installed on top and back stall sign (Permit Parking Only) shall be mounted on the same post and below the front stall sign.

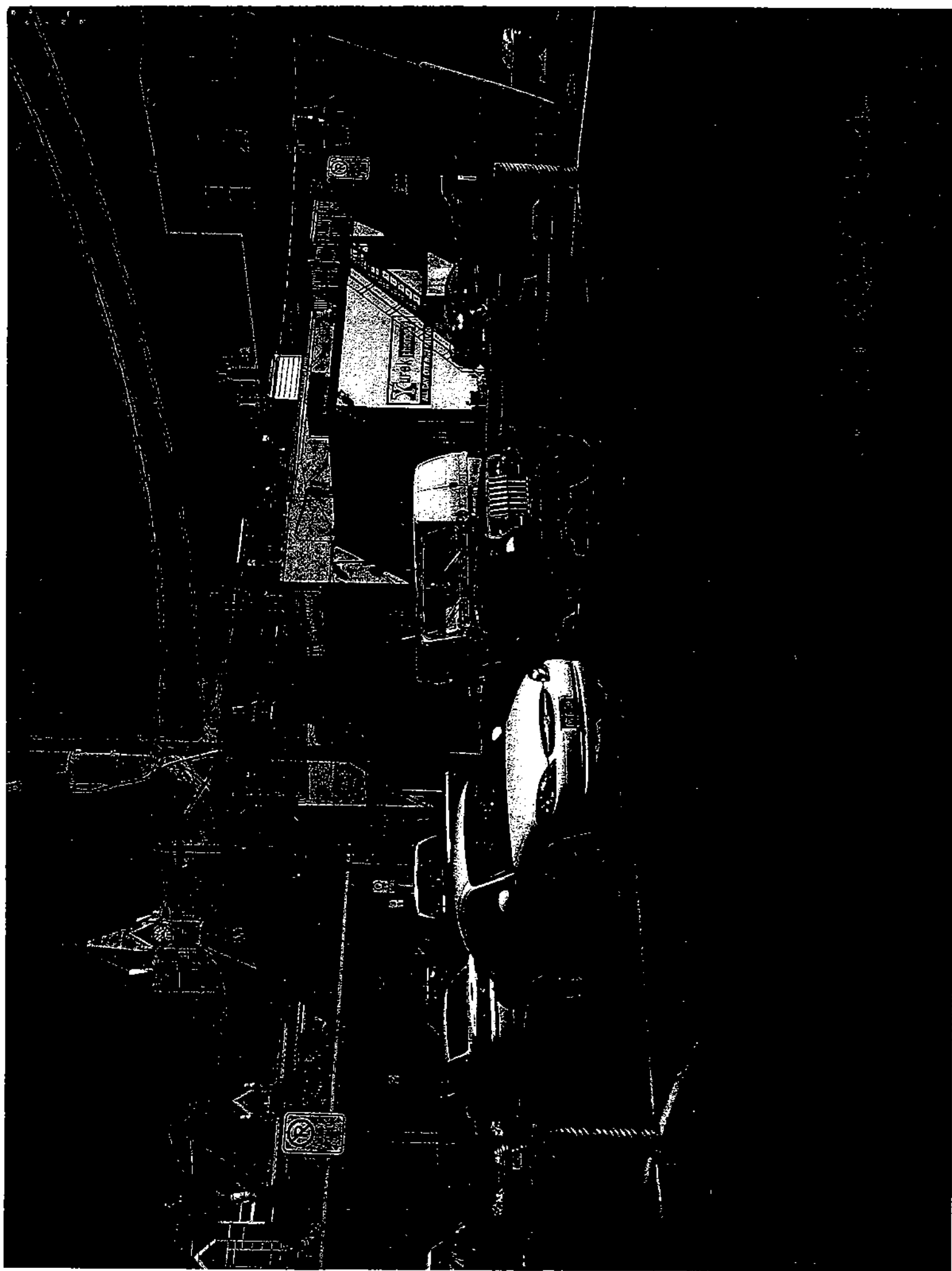
**Proposed Signage for City of St. Thomas  
Parking Lots**



*City of St. Thomas*

WINDFOLLEN  
PARKING  
LOT







Corporation of the

**City of St. Thomas**

Report No.

ES110-07

File No.

07-046-01

05-083-00

Directed to:

Chairman David Warden, Members of the Protective Services and Transportation Committee

Date

September 17, 2007

Department:

Environmental Services

Attachment

Letter from MADD

Prepared By:

Dave White, C. Tech - Supervisor of Roads & Transportation

Subject:

**St. Thomas Transit Services - 2007**

**New Years Eve Bus Service – Mothers Against Drunk Driving**

**Recommendation:**

THAT: Report ES110-07 be received for information; and further,

THAT: Council approve Free New Years Eve Bus service for December 31, 2007 from 8:00 p.m. to 3:00 a.m. January 1, 2008 consisting of (4) Conventional buses on the standard bus routes taking anyone on the system through the transfer point and (1) Paratransit bus taking advance reservations from registered Paratransit clients and their attendants; and further,

THAT: An invoice be prepared and sent to MADD for an estimated total of \$1,652.00 as full compensation for the costs of the Free New Years Eve Bus service.

**Origin:**

A letter was received from the St. Thomas Chapter of Mothers Against Drunk Driving (MADD) August 28, 2007 indicating that they (MADD and Messenger Freight Systems) have secured the funding for New Years Eve bus service.

At it's meeting of September 4, 2007 Council resolved;

"THAT: The correspondence received from Kathy Gilchrist, MADD, be received and referred to the Environmental Services Department."

**Analysis:**

Now that full recovery funding has been assured for the service, it is recommended that Free New Years Eve Bus service for December 31, 2007 from 8:00 p.m. to 3:00 a.m. January 1, 2008 be provided.

**Financial Considerations:**

The following detailed cost summary of the service is provided for Council;

**Transit Services for the New Years Eve:**

- Service from 8:00 p.m. December 31<sup>st</sup> 2007 to 3:00 a.m. January 1<sup>st</sup>, 2008,
- The (4) Conventional Transit Routes will take anyone on the system through the transfer point (28 hours @ \$51.00/hour = \$1,428.00),
- The (1) Paratransit Bus will take advance reservations from registered Paratransit clients (7 hours @ \$32.00/hour = \$224.00),
- Required attendants for registered Paratransit clients ride free.

**Alternatives**

There are no alternatives suggested at this time.

Respectfully,

Dave White, C. Tech – Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other



# MADD

Mothers Against Drunk Driving  
Les mères contre l'alcool au volant

RECEIVED  
AUG 28 2007

---

ST. THOMAS CHAPTER  
P.O. Box 23016, 417 Wellington Street, St. Thomas, Ontario, Canada N5R 6A3 Telephone: (519) 637-3333  
E-mail: maddstthomas1@rogers.com

City of St. Thomas  
Resolution

AUG 29 2007

City Clerk's Office

August 23, 2007  
Mayor Cliff Barwick  
City of St. Thomas  
P.O. Box 520  
St. Thomas, Ontario  
N5P 3V7

Dear Mayor Barwick:

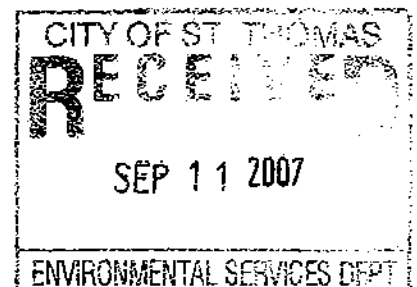
RE: NEW YEARS EVE BUS SERVICE

MADD St. Thomas is very pleased to report to City Council that we have secured funding for New Years Eve bus service for December 31, 2007 from 7:00 p.m. to 2:00 a.m. January 1, 2008. MADD & Messenger Freight Systems have committed to co-sponsor the service for this year. If there is anything further that our organization needs to do I would appreciate your guidance.

Sincerely,

  
Kathy Gilchrist/Co-President

✓CC Mr. Wendell Graves, City Clerk  
CC Louise Vonk, President Messenger Freight Systems



Wendell Graves  
City Clerk

Richard J. Beachey  
Deputy City Clerk



Office of the Clerk  
P.O. Box 520, City Hall  
St. Thomas, ON N5P 3V7  
Telephone: (519) 631-1680 X 4121  
Fax: (519) 633-9019

September 7, 2007

Kathy Gilchrist, Co-President  
MADD St. Thomas Chapter  
P.O. Box 23016  
417 Wellington Street  
St. Thomas, ON  
N5R 6A3

**Re: New Year's Eve Bus Service – Mothers Against Drunk Driving**

Dear Ms. Gilchrist:

Please be advised that the Council of the Corporation of the City of St. Thomas passed the following resolution at the September 4, 2007 Council meeting:

“THAT: The correspondence received from Kathy Gilchrist, MADD, be received and referred to the Environmental Services Department.”

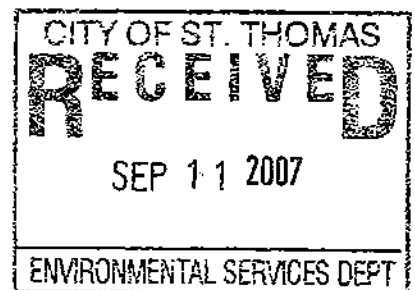
Should you require any further information please contact John Dewancker at 631-1680 ext. 4165.

Sincerely,



Joe DeVries  
Administrative Clerk  
Clerk's Department

c.c. J. Dewancker, Director, Environmental Services





Corporation of the

**City of St. Thomas**

29

Report No.

ES93-07

File No.

06-07-085

**Directed to:**

Chairman David Warden, Members of the Protective Services and Transportation Committee

**Date**

September 17, 2007

**Department:**

Environmental Services Department

**Attachment**

**Prepared By:**

Dave White, C. Tech – Supervisor of Roads and Transportation

Report ES34-07

**Subject:**

**Intersection Capacity Analysis and Ten Year Capital Improvement Plan  
Final Report by Delcan Consulting Engineers**

**Recommendation:**

THAT: Report No. ES93-07 be received for information; and,

THAT: The June 2007 - Intersection Capacity Analysis and Ten Year Capital Improvement Plan Final Report prepared by Delcan Consulting Engineers be received for information; and,

THAT: Council endorse the recommendations within the Intersection Capacity Analysis and Ten Year Capital Improvement Plan Final Report in principle; and,

THAT: The 2008 Work Plan contained in report ES93-07 be endorsed by Council and the funding be included in the 2008 Capital Budget submission for consideration during the 2008 Capital Budget process.

**Origin**

At its' meeting of March 5, 2007 Council carried the following motions from the interim report ES34-07;

THAT: Report No. ES34-07 be received for information; and,

THAT: Council endorse the implementation of a consistent clearance interval policy at all signalized intersections in St. Thomas to increase traffic safety, overall consistency and level of service within the proposed 2007 operating budget; and,

THAT: Council endorse the removal of unwarranted advance green phases included in Exhibit 1 of this report, to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: Council endorse the implementation of traffic signal timing improvements as identified in Exhibit 2 of this report to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: That the projects identified as Immediate Capital Improvement Requirements, identified in Exhibit 3 of this report and related to traffic signal infrastructure improvements be included as high priority items in the 2007 Part 2 Capital Budget submission.

The second, third and fourth above recommendations will be completed during the 2007/2008 calendar years within the existing maintenance and operating budgets.

The funds were approved for the fifth recommendation during Part 2 of the Capital Budget that included three traffic signal re-builds at the intersections of Talbot Street / Elgin Street, Talbot Street / Hiawatha Street and Talbot Street / Manitoba Street. A tender for these three intersections has been advertised and an approval report is forthcoming to Council for tender acceptance.

**Analysis**

Recommendations for Capital Budget requirements are forecasted within the Delcan report and have been included in the five-year Capital Budget financial plan. These Capital budget requirements will be brought forward on an annual basis (or as required) for Capital Budget approval. The estimated annual Capital cost for Traffic Signal Capacity Upgrades and Capital Improvement is approximately \$500,000.00 per year for each of the five years. There are four years remaining on the work plan.

The 2008 Work Plan for Capital Budget submission will consist of the following;

30

- Add a pedestrian signal pole on the S/W corner at the intersection of Elm Street and Wilson Avenue,
- Replace existing signal controller, complete traffic signal re-build and extend left turn lanes on Talbot Street through a reduction in on-street parking at the intersection of Talbot Street and Ross Street,
- Complete traffic signal re-build and implement semi-actuated signal operations at the intersection of Talbot Street and St. Catherines Street,
- Replace existing signal controller, complete traffic signal re-build and implement semi-actuated signal operations at the intersection of Talbot Street and St. George Street,
- Add a pedestrian signal pole at the intersection of Sunset Drive and Elm Street,
- Add a pedestrian signal pole at the intersection of Fairview Avenue and Chestnut Street,
- Replace existing signal controller and above ground traffic signal re-build including re-wiring the intersection of Edward Street and Burwell Street,
- Add a pedestrian signal pole and replace signal mast arms at the intersection of Highbury Avenue and South Edgeware Drive.

### Roundabouts

Members will note that the report includes a section (32.3, pgs 18-19) on the roundabout as an alternative traffic control measure to the traffic control signal. There are many traffic operational and environmental advantages associated with a roundabout such as improved and continuous traffic flow at the intersection, the elimination of the need for hydro power, reduced green house gas emissions, reduced maintenance costs, reduced idling of vehicles, safer pedestrian crossings etc. A few municipalities in Ontario have opted to review the feasibility of constructing roundabouts at existing and new road intersections **before** considering the installation of a new traffic signal. Such review could be undertaken as well by the City of St.Thomas as part of any capital road intersection improvement that would normally involve the replacement or new installation of a traffic signal and the concurrence by the Members for this initiative is respectfully requested and appreciated in this regard.

An in depth ten year Work Plan can be seen on page 23 to 26 of the Delcan report, Exhibit 7 – Recommended Capital Improvements. The Intersection Capacity Analysis and Ten Year Capital Improvement Plan report is provided for the perusal by the Members. In addition, a limited number of the Appendices are also available.

### **Financial Considerations**

The recommendations beyond 2007 within the Delcan Intersection Capacity Analysis and Ten Year Capital Improvement Plan will be brought forward on an annual basis for Capital Budget approval.

### **Alternatives**

There are no alternatives suggested at this time.

Respectfully,



*fa* Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

 Env Services

Planning

City Clerk

HR

Other



Corporation of the

**City of St. Thomas**

31

Report No.

ES34-07

File No.

06-07-085

**Directed to:** Alderman Tom Johnston, Chair and Members of the Environmental Services Committee of Council

**Date**  
March 5, 2007

**Department:** Environmental Services Department

**Attachment**

**Prepared By:** Dave White – Supervisor of Roads and Transportation

**Subject:** Intersection Capacity Analysis and Ten Year Capital Improvement Plan  
Existing Conditions Interim Report by Delcan Consulting Engineers  
First Avenue & Edward Street and Edward Street and Burwell Road Intersections

**Recommendation:**

THAT: Report No. ES34-07 be received for information; and,

THAT: Council endorse the implementation of a consistent clearance interval policy at all signalized intersections in St. Thomas to increase traffic safety, overall consistency and level of service within the proposed 2007 operating budget; and,

THAT: Council endorse the removal of unwarranted advance green phases included in Exhibit 1 of this report, to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: Council endorse the implementation of traffic signal timing improvements as identified in Exhibit 2 of this report to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget; and,

THAT: That the projects identified as Immediate Capital Improvement Requirements, identified in Exhibit 3 of this report and related to traffic signal infrastructure improvements be included as high priority items in the 2007 Part 2 Capital Budget submission.

**Origin**

At the meeting of April 10, 2006 Council carried the following two motions;

- A motion to review the traffic movement and the intersection of First Avenue and Edward Street.
- A motion to review the traffic movements at the intersection Edward Street and Burwell Road.

Also, at its meeting of October 22, 2006 Council carried the following;

THAT: Report No. ES105-06 be received for information; and further,

THAT: Council accept the proposal submission of Delcan Corporation in the amount of \$59,448.40 including taxes to complete an Intersection Capacity Analysis and 10-year Capital Improvement Plan proposal; and further,

THAT: Council approve the required upgrade of one existing desktop computer at a maximum cost of \$2,000.00 so that the Synchro traffic modelling software can be installed and operated by the Transportation Technician; and further,

THAT: The source of funding is the 2006 capital budget, part 1, as approved by City Council; and further,

THAT: A bylaw be prepared to authorize this tender award, and further,

THAT: The findings of the ten-year capital intersection improvement plan be considered during the 2007 Capital budget submission to Council.

The overall intent of this infrastructure review was to identify the current traffic signal operational needs and establish a prioritized ten-year capital improvement plan to address the long-term capital needs.

**Analysis**

We have received an interim report from Delcan - Phase 1 Existing Conditions. The overall condition of the existing infrastructure (traffic signal plant, poles & pole bases) is considered the #1 top priority as a result of the likely operational failure of the existing traffic signal infrastructure.

This report provides Council with a summary of the Current Roads and Transportation Projects and the recommendations included in the Interim Delcan Phase 1 – Existing Conditions Report on the Intersection Capacity Analysis and Ten Year Capital Improvement Plan. The final report from Delcan will additionally provide a 10 Capital improvement plan proposal for future conditions, which will include additional infrastructure needs and a summary of any geometric improvement requirements (additional signalized turning lanes etc.) as well as possible alternative solutions to road intersection designs including roundabouts.

The current operating budget for Traffic Signal Maintenance covers routine maintenance and replacement of a limited number of the traffic signal infrastructure components and the required hydro costs to operate the signals. The recommended infrastructure items in this report highlight the fact that the operating and capital budgets have not kept pace with the lifecycle infrastructure requirements.

The overall successful operation of traffic signal installations is measured in terms of OVERALL DELAY to the intersection. An acceptable overall delay is a relative term, for example where a City such as Toronto may have limited choice, and accept an overall level of service of C or D as a result of their higher overall traffic volumes. It is suggested that a City such as St. Thomas has the expectation that only a level of service A or B as acceptable. The best traffic engineering practice in the industry fundamentally states that reducing the overall delay to the intersection creates a higher level of service to all users of the system.

#### Current Roads and Transportation Capital Projects

For the information and clarity, there are a couple of current capital programs being coordinated by Roads and Transportation staff in 2006/2007 that may overlap with the initiatives being recommended in this report.

**The first program** includes the replacement of some aging/obsolete Traffic Signal Controllers. Project 06-08-345 was approved in Part 2 2006 Capital for a total amount of \$100,000. This will replace approximately seven of the required fifteen aging / obsolete controllers. Three controllers are currently on order to be installed at Talbot/Elgin, Talbot/Ross and Talbot/Hiawatha intersections in 2007 (ideally in conjunction with the immediate needs listed below). There is enough funding in this 2006 capital item (total of 7 controllers for \$100,000.) to order an additional four controllers that will be installed at Edward/Burwell, Talbot/George, Wellington/Elgin and Wellington/Fifth and as soon as possible.

Additional funding of approximately \$112,000 will be required to replace the remaining eight aging / obsolete traffic signal controllers at Wellington/Highview, Wellington/Ross, Kains/Alma, Fairview/Chestnut, First/Chestnut, First/South Edgeware, Burwell/South Edgeware and Elm/east of Pinafore Park that will be recommended for consideration in the 2008 Capital budget discussions.

**The second program** includes the replacement of all incandescent traffic signals and pedestrian signal heads in the system with L.E.D. technology. Project 06-08-341 was approved in Part 2 2006 Capital for a total equipment and installation amount of \$200,000. Council has approved the equipment requirements and the supply tender was awarded for \$129,393.58. The installation component has been tendered and will close March 9th and following Council approval it is expected that all incandescent traffic signal and pedestrian signal heads will be replaced by the end of June of 2007 with the remaining capital funding (total of \$200,000).

#### Delcan Phase 1 – Existing Conditions Interim Report Recommendations

All (34) existing full traffic signal installations were analyzed using Synchro Studio 7 analysis software, which will be installed as a deliverable on Roads and Transportation Staff computers. Roads and Transportation staff will then have the ability to maintain on an ongoing basis the traffic signal system using the Synchro Studio 7 software.

There were (12) unsignalized intersections that were analyzed using Synchro Studio 7 analysis software. It was determined through the process that none of the (12) intersections are justified for additional traffic control devices such as All-Way Stop or Traffic Signal Operation.

The Conclusions and Recommendations (operational) along with the Immediate Capital Improvement Requirements (infrastructure) within the Delcan Phase 1 Report total an estimated \$757,000.00 and will have to be confirmed through the tendering process. It is suggested that these items are Priority 1 as they have the likelihood of operational failure of the traffic signal infrastructure. Please note that the five controllers identified in the list are already included in the Current Roads and Transportation controller replacement program (as detailed above), therefore the costs have been reduced to the \$700,000.00 estimate.

- The implementation of a consistent clearance interval policy at all signalized intersections in St. Thomas to increase traffic safety, overall consistency and level of service within the proposed 2007 operating budget,
- The removal of unwarranted advance green phases (*included in Exhibit 1 attached*) to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget,
- The implementation of traffic signal timing improvements (*identified in Exhibit 2 attached*) to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget,

**Recommendation for Immediate Infrastructure Improvements  
(Target Completion Spring/Summer 2008):**

- The implementation of the Immediate Capital Improvement Requirements (*identified in Exhibit 3 attached*) to address the likely operational failure of the traffic signal infrastructure be submitted as high priority items for funding approval in part two of the 2007 Capital Budget at an estimated cost of \$700,000.

**Financial Considerations**

The recommendations within this report are presented for budget submission as part of the 2007 Part 2 Capital Budget at an estimated cost of \$700,000.00.

**Alternatives**

- Approve the funding in the 2007 Capital Budget and move forward with the deficiencies with total completion in 2008.
- Split the work and required funding over the 2007 and 2008 Capital Budgets with completion in 2009.

Respectfully,

Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By: Treasury   Env Services   Planning   City Clerk   HR   Other

The list of unwarranted advance green phases to increase traffic safety, overall consistency and level of service at the affected intersections within the proposed 2007 operating budget.

1. Talbot St and Elgin – removal of the westbound advanced green.
2. Talbot St and Manitoba – removal of the westbound advanced green.
3. Talbot St and Catharine – removal of the southbound advanced green.
4. Wellington St and Fairview – removal of the eastbound advanced green.
5. Edward and Burwell Road - removal of the northbound left turn phase.
6. Talbot St and WalMart – Removal of the westbound left turn phase.
7. First Ave and Redan – Removal of the northbound and eastbound left turn phases.

Traffic signal timing improvements to reduce overall delay, overall consistency and increase overall level of service at the affected intersections within the proposed 2007 operating budget.

## Existing Delay/Timing

Intersection	Cycle Length (sec.)	AM PEAK HOUR		PM PEAK HOUR	
		Level of Service	Delay / veh (sec.)	Level of Service	Delay / veh (sec.)
1. Elm and Fairview	78	B	14.1	B	15.4
2. Elm and First Ave.	104	B	19.6	B	20.6
3. Elm and Wilson	76	B	10.9	B	11.7
4. Talbot and Burwell	74	B	15.8	B	17.9
5. Talbot and Elgin	80	A	9.6	B	10.4
6. Talbot and First Ave	94	B	17.6	B	18.6
7. Talbot and Hiawatha	70	A	7.3	A	9.1
8. Talbot and Manitoba	76	A	3.0	A	6.2
9. Talbot and Manor	87	A	7.4	A	8.2
10. Talbot and Ross	80	B	12.4	B	15.8
11. Talbot and St. Catherine's	72	B	14.3	B	17.6
12. Talbot and St. George	70	B	11.4	B	15.9
13. Sunset and Elm	66	B	11.7	B	13.9
14. Wellington and Elgin	70	B	15.8	B	17.3
15. Wellington and Fairview	102	B	20.2	B	21.2
16. Wellington and Fifth	80	A	9.7	B	11.4
17. Wellington and First	64	B	12.9	B	15.8
18. Wellington and Highview	70	A	4.6	A	6.3
19. Wellington & Ross	70	B	13.2	B	14.0
20. First & Edward	64	A	7.1	B	13.5
21. Kains & Alma	70	B	16.7	B	18.0
22. Fairview & Chestnut	70	B	12.1	B	13.0
23. Edward & Burwell	70	B	15.0	B	20.1
24. First & Chestnut	70	A	8.4	A	8.0
25. First & South Edgeware	70	A	7.7	B	11.9
26. Burwell & S. Edgeware	70	B	12.6	B	16.5
27. Sunset and Wellington	73	B	14.9	B	18.4
28. Sunset and Fingal Line	66	A	7.6	A	8.7
29. Highbury & Ron McNeil Ln	83	B	15.8	B	16.6
30. Highbury & S. Edgeware	65	A	8.9	A	9.9
31. Talbot and Walmart	97	B	11.3	B	12.3
32. Talbot and Woodworth	78	A	3.4	A	9.2
33. First and Redan	90	A	6.1	B	10.2
34. Sunset & Shaw Valley Dr	71	A	7.2	A	4.6
35. Elm and Pinefore Pk.					

## Optimized Delay/Timing

Intersection	Cycle Length (sec.)	AM PEAK HOUR		PM PEAK HOUR	
		Level of Service	Delay / veh (sec.)	Level of Service	Delay / veh (sec.)
1. Elm and Fairview	80	B	12.9	B	13.9
2. Elm and First Ave.	90	B	18.5	B	18.1
3. Elm and Wilson	70	A	9.4	A	9.9
4. Talbot and Burwell	80	B	15.6	B	17.2
5. Talbot and Elgin	80	A	8.3	A	9.5
6. Talbot and First Ave	85	B	15.6	B	16.8
7. Talbot and Hiawatha	70	A	9.2	B	12.3
8. Talbot and Manitoba	70	A	5.3	A	5.9
9. Talbot and Manor	70	A	7.9	A	8.4
10. Talbot and Ross	80	B	11.1	B	14.3
11. Talbot and St. Catherine's	70	B	10.5	B	11.9
12. Talbot and St. George	70	B	10.9	B	16.7
13. Sunset and Elm	70	B	10.8	B	13.0
14. Wellington and Elgin	70	B	16.3	B	17.2
15. Wellington and Fairview	90	B	13.7	B	14.9
16. Wellington and Fifth	80	B	10.0	B	11.9
17. Wellington and First	70	B	11.0	B	18.4
18. Wellington and Highview	60	A	4.9	A	6.0
19. Wellington & Ross	60	B	12.6	B	14.2
20. First & Edward	60	A	7.5	B	12.8
21. Kains & Alma	55	B	10.4	B	13.1
22. Fairview & Chestnut	70	B	11.1	B	11.2
23. Edward & Burwell	60	B	10.8	B	14.9
24. First & Chestnut	70	A	8.6	A	8.0
25. First & South Edgeware	70	A	9.3	B	13.7
26. Burwell & S. Edgeware	70	B	12.8	B	17.0
27. Sunset and Wellington	70	B	14.5	B	17.2
28. Sunset and Fingal Line	60	A	8.6	A	9.6
29. Highbury & Ron McNeil Ln	75	B	16.9	B	14.2
30. Highbury & S. Edgeware	65	A	8.4	A	9.4
31. Talbot and Walmart	85	A	7.4	B	15.2
32. Talbot and Woodworth	85	A	3.1	A	9.8
33. First and Redan	85	A	6.5	B	10.2
34. Sunset & Shaw Valley Dr	70	A	7.3	A	4.7
35. Elm and Pinefore Pk.					

# Exhibit 3 36

The implementation of the Immediate Capital Improvement Requirements to address the likely operational failure of the traffic signal infrastructure at an estimated cost of \$700,000.00\*\*\* be approved as part of the 2007 Part 2 Capital Budget.

\*\*\*Please note that the five controllers identified in the chart below, are already included in the Current Roads and Transportation controller replacement program. Therefore, the costs have been removed to arrive at the estimate above.

Intersection	Improvement Requirements	Estimated Capital Cost (\$2007)
3) Elm St @ Wilson Ave	• Add pedestrian pole on SW corner or move crosswalk and existing pedestrian heads for better alignment.	• \$3,500
5) Talbot St @ Elgin St	• Replace Existing Controller. • Complete rebuild of traffic signal plant. • Implement Semi-actuated signal operations.	• \$135,000
7) Talbot St @ Hiawatha St	• Replace Existing Controller. • Complete rebuild of traffic signal plant.	• \$135,000
8) Talbot St @ Manitoba St	• Controller - okay. • Complete rebuild of traffic signal plant.	• \$120,000
9) Talbot St @ Manor Rd	• Controller - okay. • Add auxiliary head eastbound.	• \$2,000
10) Talbot St @ Ross St	• Replace Existing Controller. • Complete rebuild of traffic signal plant. • Extend left turn lanes on Talbot St through a reduction in on-street parking	• \$137,500
11) Talbot St @ St Catherines	• Controller - okay. • Complete rebuild of traffic signal plant. • Implement Semi-actuated signal operations.	• \$120,000
12) Talbot St @ St George St	• Replace Existing Controller. • Complete rebuild of traffic signal plant. • Implement Semi-actuated signal operations.	• \$135,000
13) Sunset Dr @ Elm St	• Add pedestrian pole.	• \$3,500
22) Fairview Ave @ Chestnut St	• Add pedestrian pole.	• \$3,500
23) Edward St @ Burwell Rd	• Replace Existing Controller. • Provided underground is intact, rebuild above ground plant and re-wire intersection.	• \$16,000 • \$70,000
24) First Ave @ Chestnut St	• Add pedestrian pole. • Replace signal mast arms as noted (2).	• 3,500 • 3,000
30) Highbury Ave @ South Edgeware Dr	• Change signal mast arms as noted.	• \$4,500
TOTAL	•	• \$757,000



Corporation of the

**City of St. Thomas**

37

Report No.

ES107-07

File No.

Directed to:

Chairman David Warden, Members of the Protective Services and Transportation Committee

Date

September 17, 2007

Department:

Environmental Services Department

Attachment

Prepared By:

Dave White, C. Tech - Supervisor of Roads & Transportation

Subject:

Big Brothers/Big Sisters, Be A Big For A Day event

5:00 p.m. Thursday September 27, 2007

The closure of Centre Street between Hincks Street and Southwick Street

**RECOMMENDATIONS:**

THAT: Report No. ES107-07 be received for information; and,

THAT: Centre Street be closed between Hincks Street and Southwick Street by Roads Maintenance staff on Thursday September 27, 2007 between the hours of 5:00 p.m. and 8:00 p.m.

THAT: Access for emergency vehicles be maintained at all times through the closure.

**BACKGROUND:**

The Big Brothers/Big Sisters of St. Thomas Elgin (Contact Barb Mathews) submitted a request to the Special Events Committee and it was considered at their meeting on September 6, 2007. The Street Hockey & B.B.Q. event has the approval of the Special Events Committee.

**ANALYSIS:**

The contact for the event, Barb Mathews, has assured the writer of this report that she will notify the residents and businesses of the closure of Centre Street between Hincks Street and Southwick Street between 5:00 p.m. and 8:00 p.m. so that the event does not negatively affect them.


**ALTERNATIVES:**

There are no alternatives presented at this time.

**FINANCIAL CONSIDERATIONS:**

The cost of erecting the detour routes and barricades for the road closure is included the Environmental Services Operating Budget (Roads and Transportation) for special events.

Respectfully submitted

  
Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

 Env Services

Planning

City Clerk

HR

Other



Corporation of the

# City of St. Thomas

38

Report No.

ES106-07

File No.

Directed to:

Chairman David Warden, Members of the Protective Services and Transportation Committee

Date

September 17, 2007

Department:

Environmental Services Department

Attachment

Prepared By:

Dave White, C. Tech - Supervisor of Roads & Transportation

Subject:

Optimist Santa Claus Parade – 6:00 p.m. Saturday November 17, 2007  
The closure of First Avenue and Talbot Streets

## RECOMMENDATIONS:

THAT: Report No. ES106-07 be received for information; and,

THAT: The route for the Santa Claus Parade be from the First Avenue staging area, west on Talbot Street, south on William Street to Centre Street; and,

THAT: The following road sections be closed by Roads Maintenance staff on November 17, 2007 during the times indicated;

- First Avenue closed from Talbot Street to Redan Street (from 3:00 p.m. to 7:30 p.m.),
- Talbot Street closed from First Avenue to William Street (from 5:30 p.m. to 8:30 p.m.),
- William Street closed from Talbot Street to Centre Street (from 5:30 p.m. to 8:30 p.m.).

THAT: Access for emergency vehicles be maintained at all times through the closures; and,

THAT: Parking be restricted on both sides of the roadway along the parade route between 5:00 p.m. and 8:30 p.m.

## BACKGROUND:

Mr. John Ewanick, Chairperson – Optimist Santa Claus Parade Committee submitted a request to the Special Events Committee for their meeting on September 6, 2007. The parade has the approval of the Special Events Committee.

## ANALYSIS:

The route will run as it did in 2006, from a staging area on First Avenue between Redan Street and Talbot Street. The route will run from that point west along Talbot Street to William Street, south on William Street to Centre Street.


## ALTERNATIVES:

There are no alternatives presented at this time.

## FINANCIAL CONSIDERATIONS:

The cost of erecting the detour routes and barricades for the road closure is included the Environmental Services Operating Budget (Roads and Transportation) for special events.

Respectfully submitted

  
Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other



Corporation of the

# City of St. Thomas

39

Report No.

ES105-07

File No.

**Directed to:** Chairman David Warden, Members of the Protective Services and Transportation Committee

**Date**  
September 17, 2007

**Department:** Environmental Services Department

**Attachment**

**Prepared By:** Dave White, C. Tech - Supervisor of Roads & Transportation

**Subject:** Tree Lighting Ceremony – 6:00 p.m. Friday November 16, 2007  
The closure of Mondamin Street between Talbot Street and Curtis Street

## RECOMMENDATIONS:

THAT: Report No. ES105-07 be received for information; and,

THAT: Mondamin Street be closed by Roads Maintenance staff between Talbot Street and Curtis Street on Friday November 16, 2007 between the hours of 5:00 pm and 8:00 pm to allow for the annual Tree Lighting Ceremony.

## BACKGROUND:

Every year the Downtown Development Board sponsors the lighting of a Christmas tree adjacent to City Hall. As in past years, a request has been made to close Mondamin Street between Talbot Street and Curtis Street. The closure of Mondamin Street will allow for the crowd to witness the tree lighting without interference from motor traffic, and also provide room for proposed entertainment.

City works staff will provide the barricades and road closure signs and install/remove them for the event. The cost to the City for providing this service is minimal.

The Downtown Development Board is also proposing to provide horse and buggy rides along Talbot Street between St. Catharine Street and Hiawatha Street.

At its meeting of Thursday September 6 2007, the Special Events committee has passed a resolution supporting the 2007 DDB tree lighting event.

## Financial Considerations:

The cost of erecting the detour routes and barricades for the road closure is included the Environmental Services Operating Budget (Roads and Transportation) for special events.

## Alternatives:

No alternatives presented at this time.

Respectfully submitted

  
Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

  
Env Services

Planning

City Clerk

HR

Other



40  
Corporation of the

# City of St. Thomas

Report No.

ES108-07

File No.

Directed to:

Chairman David Warden, Members of the Protective Services and Transportation Committee

Date

September 17, 2007

Department:

Environmental Services Department

Attachment

Prepared By:

Dave White, C. Tech – Supervisor of Roads and Transportation

Request letter from resident.

Subject:

Request for Hearing Impaired / Deaf Child Area Signs  
8 Hagerman Crescent

## Recommendation:

THAT: Report No. ES108-07 be received for information; and,

THAT: The DEAF CHILD AREA warning sign design and installation criteria within report ES108-07 be approved by Council for use in addressing all requests; and,

THAT: By written request of the parents at 8 Hagerman Crescent, two DEAF CHILD AREA signs be installed on Hagerman Crescent as per the sign design and installation criteria.

## Origin

At its' meeting of August 13, 2007 a letter was addressed by Council from Ken Koshowski and Jenn O'Handy, 8 Hagerman Crescent, regarding the installation of hearing impaired/deaf child area signs in the vicinity of their residence. The members, by consensus, directed the Environmental Services Department to investigate and install the appropriate signs.

The investigation and recommended installation criteria are contained in the analysis section.

## Analysis

### Investigation:

Hagerman Crescent has not been assumed by the City of St. Thomas as of yet.

Council should be aware that although there are a number versions of this sign type that have been custom made and installed in a number of Ontario Municipalities throughout the years, recent research has shown that there isn't a published design or installation criteria for DEAF CHILD AREA signs within the following North American Traffic Control Device manuals;

- The Ontario Ministry of Transportation Ontario Traffic Manual series of books.
- The Transportation Association of Canada - Manual of Uniform Traffic Control Device,
- The U.S. Department of Transportation – Manual of Uniform Traffic Control Devices.

In addition, it is the position of The Ontario Traffic Conference - Traffic Engineering Committee that Disabled/Handicapped Child signs (warning signs for disabled persons) should not be installed. The reality is that residential areas are where children can be expected and we want motorists to drive the same way through these areas whether there is a disabled child or non-disabled children in the area. Also there is no tangible evidence that "Disabled" warning signs are effective.

In completing an Internet search of the subject, the most recent evidence was found where Municipalities have not approved the installation of such signs then approving them. In some Municipalities in the United States, criterion similar to what is being recommended has been used as a pre-qualification for the installation of DEAF CHILD AREA type signs.

### Installation:

Prior to the installation of these signs, it is important to illustrate for Council what the signs will look like and suggest the following installation criteria for future requests;

41



DEAF CHILD AREA warning signs will be installed in close proximity to the residence of a hearing impaired child between the ages of 2 and 12 under the following guidelines:

1. The request for a DEAF CHILD AREA warning sign must be made in writing by the parent. The letter must contain the parent's name, address, phone number, child's name, and child's birth date. The request should be sent to the Director of Environmental Services; and,
2. Signs will not be provided on major arterial streets nor in front of multi-family housing complexes; and,
3. The signs will be 75cm x 75cm Hi Intensity Yellow and black diamond shaped warning signs with the legend DEAF CHILD AREA; and,
4. It is very important that unneeded DEAF CHILD AREA warning signs be removed. Therefore, it is requested that the parents notify the Environmental Services Dept. upon moving from the address of installation. When it is determined that the child has reached his or her twelfth birthday the signs will be removed by Environmental Services Staff.

Contact has been made with Jenn O'Handy, and she has indicated that her son (Adam O'Handy) is currently eight years old, which qualifies him through the above criteria.

As a result, two signs will be installed; one for northbound traffic on Hagerman Crescent just north of Southgate Parkway and one for southbound traffic on Hagerman Crescent just south of the bend on Hagerman Crescent, as soon as practical. These signs will be scheduled for removal in approximately four years when Adam O'Handy has reached the age of 12.

#### Financial Considerations

The installation of two DEAF CHILD AREA signs for 8 Hagerman Crescent is approximately \$350.00 from the approved 2007-operating budget.

#### Alternatives

There are no alternatives suggested at this time.

Respectfully,

Dave White, C. Tech - Supervisor of Roads and Transportation  
Environmental Services

Reviewed By:

Treasury

Env Services

Planning

City Clerk

HR

Other

42

City of St. Thomas  
Received  
AUG 01 2007  
City Clerk's Dept.

August 1, 2007

To Mayor and Members of Council;

We are writing this letter to request at least 2 signs be placed on either end of our street to inform motorists of a hearing impaired/deaf child in the neighborhood. We have just recently moved in, and our son is severely hearing impaired and unable to hear cars and trucks approaching, and we feel that this will help keep speeding to a minimum and at least make drivers more alert and cautious when traveling down our street. He plays outside a lot and we would appreciate an advanced warning to drivers.

Our address is 8 Hagerman Crescent in St. Thomas and we can be contacted at 519-637-2228 if there are any problems or concerns, or if you may need further information from us. Our child's name is Adam O'Handley, and we are the parents, Jenn O'Handley and Ken Koshowski.

It is in everyone's best interest to have these signs up as soon as possible for the safety of my hearing impaired child and everyone else on the street as well.

We appreciate your cooperation with this request,

Thank You, and we trust you will have these signs up as quickly as possible.

  
Ken Koshowski

  
Jenn O'Handley

REFERRED TO	
J. DEWANCKER	ADJ
FOR	
DIRECTION	<input type="checkbox"/>
RE: IT OR COMMENT	<input checked="" type="checkbox"/>
INFORMATION	<input type="checkbox"/>
FROM MARIA KONETSI	



Corporation of the

**City of St. Thomas**

43

Report No.

CC-44-07

File No.

**Directed to:**

Chairman D. Warden and Members of the Protective Services and Transportation Committee

**Date Authored:**

September 11, 2007

**Meeting Date:**

September 17, 2007

**Department:**

Clerk's Department

**Prepared By:**

Wendell Graves, City Clerk

**Attachment**

Corporate Air Terminal Feasibility Study

**Subject:**

**Corporate Air Terminal Feasibility Study**

Recommendation:

THAT : Report CC-44-07 be received for information, and further,

THAT: Council receive the Corporate Air Terminal Feasibility Study as prepared by LPS AVIA Consulting, and further,

THAT: Staff be directed to develop an implementation strategy of the Report's recommendations for Council's consideration.

Background:

Earlier in the year Council authorized LPS AVIA Consulting to undertake a strategic review of the air terminal at the St. Thomas Municipal Airport.

The intent of this review was to provide recommendations to the City which would assist the City in positioning the St. Thomas Municipal Airport to meet continuing and future needs of the aviation clients it serves and also to define strategic recommendations aimed at enhancing the airport to capture future aviation opportunities.

During its investigation LPS undertook the following tasks relating to the St. Thomas Municipal Airport:

1. An aviation market overview
2. A demand assessment for services
3. A facility assessment

Further, LPS have made a number of recommendations relating to future air terminal and hangar needs in order to adequately meet the needs of corporate air traffic.

Following receipt of the report and Council direction, staff will develop an implementation strategy for Council's consideration aimed at achieving the recommendations of the report based on a priority basis and the availability of budget allocations.

Respectfully,

Reviewed By: \_\_\_\_\_

Treasury

Env Services

Planning

City Clerk

Human  
Resources

Other

To: City Hall, Attn: City Clerk, the Mayor and Councilors  
John Dewancker, Director, Environmental Services  
Dave White, Environmental Services Department

11 Sep 07

City of St. Thomas  
Received

SEP 12 2007

DISAPPOINTED!

City Clerk's Dept.

Thanks to Alderman Johnston for the Report No. ES35-05. Reading it, I understand now that many of our streets should have "No Parking" restrictions on one side of the road. One question is – How many streets have been signed since 2005 when this recommendation was tabled in the council meeting? Were we unduly treated because we were taking up a petition. I have never seen the city work so fast to get some things done.

Another question is what liability is on the city if a disaster happens on one of those streets which have not been signed but ear-marked as a requirement for only one side allowed for parking?

What frustrates the neighbours on Thompson Ave. is that we were invited to a meeting supposedly to discuss the Traffic volume on Glanworth Ave. In that meeting the subject of "No Parking" and sidewalks became an issue. Quoting the Mayor at that meeting, he said that in no way side walks would ever be considered.

Out of that meeting the subject of "No Parking" restrictions was brought up as possible action. This would not affect the volume on Glanworth Ave. which was the subject of the first meeting. At the next meeting the "No Parking" was recommended and it was reported it would go to City Council.

I think many people were led astray including Alderman Lori Baldwin-Sands who was not on council when this report No. ES35-05 was tabled in the council meeting of April 4<sup>th</sup>, 2005. I took her advice about taking up a petition to see if the "No Parking" restrictions could be reconsidered. This action may not have been taken if the Mayor or one of Alderman present at the public meetings had mentioned this report and said it was a recommendation which was to be acted on. It is too bad that new council members, to be knowledgeable, are not informed of what has gone on in the past.

The recommendation from the Report No. ES77-07 included both "No Parking" and sidewalks on the north side of Glanworth Ave from First Ave to Aldborough Ave. In the council meeting Alderman Chapman has suggested that side walks be considered, for the next budget, not only for Glanworth Ave. but also for Thompson Ave. I feel this is not really necessary and is a waste of tax payers money as well as being contrary to the grandfathered clause mentioned by the Mayor at the first public meeting.

This scenario would not be a problem today if First Ave. had been extended as originally planned. It is very regrettable, as admitted by Alderman Campbell, the mistake was made in 1997 and was never corrected. The extension of First Ave. through to Lake Margaret area would have solved the problems we are having today and would have helped alleviate any future problems that will be caused by the growth in the southeast area of the city.

  
Donald A. Vickerman,  
21 Thompson Ave.

REFERRED TO	
J. DEWANCKER	
D. WHITE	
FOR	
DIRECTION	<input type="checkbox"/>
REPORT OR COMMENT	<input type="checkbox"/>
INFORMATION	<input checked="" type="checkbox"/>
FROM MARIA KONEFAL	



Corporation of the

**City of St. Thomas**

45

Report No.

OW-30-07

File No.

**Directed to:**

Chairman Lori Baldwin-Sands and Members of the Social Services Committee

**Date Authored:**

August 31, 2007

**Meeting Date:**

September 17, 2007

**Department:**

St. Thomas-Elgin Ontario Works

**Prepared By:**

Elizabeth Sebestyen, Housing Administrator

**Attachment**

(1) Loan Agreement template

(2) Fact sheet

**Subject:**

Homeownership Loan Agreement

### Recommendation

THAT Council receives Report OW-30-07 related to the Homeownership Loan Agreement, and further;

That Council approves the use of the template Loan Agreement (Attachment 1) to establish terms and conditions between the City of St. Thomas and successful proponents for funding under the Canada-Ontario Affordable Housing Program, Homeownership component, and further;

THAT Council appoints the Director of Ontario Works and Social Housing as administrator with the authority to bind the Corporation for the purpose of entering into Loan Agreements with home purchasers under the Canada-Ontario Affordable Housing Program, Homeownership component.

### Background

In December 2006, Council approved entering into an Administration Agreement with the Minister of Municipal Affairs and Housing (OW-19-06 and OW-06-2007) to outline respective roles and responsibilities for delivery of the Canada-Ontario Affordable Housing Program, Homeownership component.

The Homeownership component is one of three components under the Canada-Ontario Affordable Housing Program. The City of St. Thomas received an allocation of 24 units at an average of \$7,875 per home for total funding of \$189,000. The funding will be used to provide renter households with down payment assistance of between 5% and 10% toward the purchase of their own homes. The maximum income limit for eligible households is \$55,900 and the maximum purchase price for a new or resale home is \$150,000.

Originally, staff had intended to deliver the Homeownership component jointly with the City of London. Subsequently, however, it was mutually decided to develop individual delivery methods best suited to local needs and internal processes, although a joint homeownership training session may be held with London in the spring of 2008 for new home purchasers.

### Program delivery

A fact sheet (Attachment 2) provides basic information on the Homeownership Program. This fact sheet has been distributed to real estate and bank representatives in St. Thomas and Elgin County as background material for an information session scheduled for Thursday, September 27, 2007. The session, to be held at the St. Thomas Seniors' Centre from 10 a.m. to noon, will give staff an opportunity to outline the Homeownership Program in detail, to describe the application process, and to answer questions. Representatives from CMHC (Canada Mortgage and Housing Corporation) will also be in attendance.

In October, the Homeownership Program will be publicized through newspaper advertising in St. Thomas and Elgin County. Applicants will be directed to contact their real estate agent or financial institution to assist with completing the application package.

The application package will be submitted to City staff when fully completed by the purchaser, working with a financial institution and real estate company. The completed package will provide staff with all necessary information and documentation required to approve the down payment assistance. Required documentation will include a copy of the home Purchase and Sale Agreement, verification of income and assets, mortgage approval documents, a copy of a home inspection report, three original copies of the Loan Agreement signed by the purchaser, and

various other documents listed on the Application Checklist. Down payment assistance will be approved once all documentation has been received and eligibility criteria have been met.

-46-

The down payment assistance will be forwarded to the purchaser's lawyer, in trust, for release to the purchaser conditional on the subsequent registration of the loan on title. Written verification of this registration must be submitted to staff within thirty days after the closing date.

#### **Revolving Loan Fund**

The Administration Agreement with the Province requires the City to establish a Revolving Loan Fund in a segregated bank account for the purpose of flowing Homeownership Program assistance. The Revolving Loan Fund must be maintained for fifteen years from the date the Administration Agreement was signed. Program funding will flow from the Province to the Revolving Loan Fund incrementally as each Homeownership application is approved and after a "Funding Request" form has been submitted to the Province along with a copy of the front and last page of each Purchase and Sale Agreement.

The Province has committed to a 15-business day turnaround of the payment to Service Managers. However, to expedite the home purchase process and avoid delays, the Province is encouraging Service Managers to advance municipal funding to approved home purchasers as soon as "Funding Request" forms are submitted for subsequent payment.

After the total allocation of \$189,000 has been flowed through the Revolving Loan Fund to 24 home purchasers, the Fund will be used for the receipt of Program monies as the result of (i) defaults under the Program and (ii) the repayment of the loan principal plus 5% of the realized capital gain prior to the end of the 20-year term of the Program.

All interest accrued on amounts held in the Revolving Loan Fund may be used by the City for the purpose of administering and delivering the Program. (This is in addition to the \$25,000 in administrative funding received earlier this year after the Administration Agreement was signed.)

Any monies returned to the Loan Fund may be used to assist additional home purchasers. At the end of the Program term, all amounts in the Fund shall be returned to the Province or, if approved by the Minister of Municipal Affairs and Housing, unspent funds may be reallocated by the City for other housing purposes.

#### **Loan Agreement with Purchasers**

The attached template Loan Agreement is based on a sample agreement prepared by the Ministry of Municipal Affairs and Housing, which has been customized for use by the City of St. Thomas. City Solicitor John Sanders has reviewed the document and his recommendations have been incorporated into the attached template.

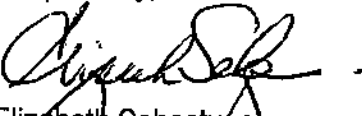
All purchasers under the Program will sign three copies of the Loan Agreement. The Agreement outlines terms for repayment of the Homeownership loans, events of default, resale provisions, capital appreciation amounts, and required documentation including proof of registration on title.

As there will be at least 24 home purchases for which Loan Agreements must be signed, Council's approval is respectfully requested to grant authority to the Director of Ontario Works and Social Housing to sign the Agreements on behalf of the City. Previously, Council has granted similar signing authority to the Director for agreements under the Housing Allowance Program and the Strong Communities Rent Supplement Program.

#### **Financial Implications**

Total funding of \$189,000 under the Homeownership Component is provided by the Province and the Federal Government through the Canada-Ontario Affordable Housing Program.

Respectfully,

  
Elizabeth Sebestyen  
Housing Administrator

Reviewed By: 

Treasury

Env Services

Planning

City Clerk

Human  
Resources

  
Other

**LOAN AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF ST. THOMAS**

(the "City")

- and -

\_\_\_\_\_  
(the "Borrower")

\_\_\_\_\_  
(the "Borrower")

(herein collectively called "the Borrower")

**1. Loan**

Subject to Section 6, the City agrees to lend to the Borrower and the Borrower agrees to borrow from the City the sum of \$ \_\_\_\_\_ of lawful money of Canada (the "Principal Sum").

**2. Purpose**

The Borrower shall use the Principal Sum only to finance the Borrower's purchase of their sole principal residence located at

\_\_\_\_\_  
(the "AHP Unit")

The City shall advance the Principal Sum to the purchaser of the AHP Unit on behalf of the Borrower on the closing of the purchase by the Borrower of the AHP Unit (the "Closing").

**3. Repayment**

The Borrower agrees to repay the Principal Sum to the City on the twentieth (20<sup>th</sup>) annual anniversary date of the advance of the Principal Sum at 545 Talbot St., St. Thomas, Ontario or at any other place in Canada that the City may direct; provided, however, that if no Event of Default or other event giving rise to the acceleration of the Principal Sum has occurred and is continuing on such Anniversary Date, the Principal Sum shall be automatically forgiven.

**4. Security**

As continuing collateral security for the advance of the Principal Sum and any amount payable in respect of capital appreciation, the Borrower shall execute and deliver to the City a mortgage/charge of land, in form and content satisfactory to the City, which shall be registered against title to the AHP Unit (the "Mortgage").

**5. Preconditions to Advance.**

The obligation of the City to advance the Principal Sum under this Agreement is subject to and conditional upon:

- (a) receipt by the City of a copy of the executed agreement of purchase and sale for the AHP Unit in accordance with section 21.
- (b) each representation, statement, declaration and all information provided to the City by the Borrower in connection with this credit facility being true and accurate at the time it was given or made;
- (c) receipt by the City of the Mortgage registered against title to the AHP Unit; and
- (d) there being no restrictions, liens or encumbrances against the AHP Unit at the time of the advance of the Principal Sum other than (i) one first mortgage/charge of land securing financing obtained solely for the purchase of the AHP Unit; (ii) a declaration and description under the *Condominium Act*; (iii) any minor easements for the supply of domestic utility or telephone services to the AHP Unit or adjacent properties; (iv) any minor easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property as a residential dwelling; (v) any registered municipal agreement and registered agreement with publicly regulated utilities providing such have been complied with; and (vi) any registered restrictions that run with the land providing such are complied with.

#### 6. First Mortgage Refinancing

In the event that, for purposes of refinancing the Borrower's primary financing secured by the AHP Unit, the Borrower seeks registration of a new first mortgage, the Borrower shall notify the City not less than 45 days prior to such intended refinancing transaction and shall notify the City of a request for postponement of the City's mortgage securing the Principal Sum. Provided the Borrower remains in good standing under the Loan Agreement and the City is satisfied that the terms of such refinancing do not substantially differ from the first mortgage financing obtained solely for the purchase of the AHP Unit and that the AHP Unit will provide adequate security, the City shall not unreasonably refuse the request for postponement of the City's mortgage.

#### 7. Events of Default

The occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a default under this Agreement:

- (a) the death of the last of the Borrowers;
- (b) use of the Principal Amount for a purpose other than that specified in Section 2;
- (c) a Borrower becomes bankrupt or insolvent or a Borrower becomes subject to the provisions of the *Bankruptcy and Insolvency Act, R.S.C. 1985 c. B-13* or any other Act for the benefit of creditors or a Borrower makes a general assignment for the benefit of its creditors or otherwise acknowledges insolvency;
- (d) a writ of execution against a Borrower is or becomes binding against the AHP Unit;
- (e) a disposal by the Borrower of part of the AHP Unit;
- (f) any representation, statement, declaration or information provided to the City by the Borrower in connection with this credit facility is false or erroneous in any material respect as of the time it was made or given.

Upon the occurrence of an Event of Default, and for so long as the Event of Default shall continue, the City may by notice to the Borrower, declare the Principal sum to be due and owing.

#### 8. Resale

If, during the period in which the Principal Sum is outstanding, (i) the AHP Unit is resold, transferred or disposed of for more than the price at which it was acquired by the Borrower, (ii) the Borrower leases the AHP Unit or (iii) the Borrower ceases to occupy the AHP Unit as his or her sole and principal residence, the Principal Sum shall be immediately due and payable.

If, during the same period, the AHP Unit is resold, transferred or disposed of for less than the price at which it was acquired by the Borrower and either the sale of the AHP Unit was an arm's length transaction or the City notifies the Borrower in writing that it is satisfied that the sale was at fair market value, the Principal Sum shall be forgiven.

If, during the same period, the AHP Unit is resold, transferred or disposed of for less than the price at which it was acquired by the Borrower and the City notifies the Borrower in writing that it is not satisfied that the sale was at fair market value, the Principal Sum shall be immediately due and payable.

**9. Capital Appreciation Amount**

If, during the period in which the Principal Sum is outstanding, the AHP Unit is resold, transferred or disposed of for more than the price at which it was acquired by the Borrower, the Borrower shall pay to the City an amount that is equal to the percentage that the Principal Sum is of the original purchase price of the AHP Unit as applied to the differential between the current fair market value of the AHP Unit and the original purchase price of the AHP Unit. The fair market value of the AHP Unit shall be determined by the City, at the City's discretion, based on (i) the price at which the AHP Unit was resold, transferred, or disposed of, if such transaction was an arm's length transaction, (ii) an independent appraisal commissioned by the City at the City's expense, or (iii) the current municipally assessed value of the AHP Unit.

If, during the period in which the Principal Sum is outstanding, the AHP Unit is resold, transferred or disposed of for less than the price at which it was acquired by the Borrower and the City notifies the Borrower in writing that it is not satisfied that the sale was at fair market value, the Borrower shall pay to the City an amount that is equal to the percentage that the Principal Sum is of the original purchase price of the AHP Unit as applied to any positive differential between the current fair market value of the AHP Unit and the original purchase price of the AHP Unit. The fair market value of the AHP Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the AHP Unit.

If, during the period in which the Principal Sum is outstanding, the Borrower leases the AHP Unit or ceases to occupy the AHP Unit as his or her sole and principal residence, the Borrower shall pay to the City an amount that is equal to the percentage that the Principal Sum is of the original purchase price of the AHP Unit as applied to any positive differential between the current fair market value of the AHP Unit and the original purchase price of the AHP Unit. The fair market value of the AHP Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the AHP Unit.

If, during the period in which the Principal Sum is outstanding, an Event of Default (other than the death of the Borrower) occurs and the City has declared the Principal Sum immediately due and owing, the Borrower shall pay to the City an amount that is equal to the percentage that the Principal Sum is of the original purchase price of the AHP Unit as applied to any positive differential between the current fair market value of the AHP Unit and the original purchase price of the AHP Unit. The fair market value of the AHP Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the AHP Unit.

**10. Prepayment**

The Borrower may repay all of the Principal Sum upon payment of an amount that is equal to the percentage that the Principal Sum is of the original purchase price of the AHP Unit as applied to any positive differential between the current fair market value of the AHP Unit and the original purchase price of the AHP Unit. The fair market value of the AHP Unit shall be determined by the City, at the City's discretion, based on either an independent appraisal commissioned by the City at the City's expense or the current municipally assessed value of the AHP Unit. The Borrower shall not be permitted to prepay only part of the Principal Sum.

**11. Calculations**

Notwithstanding anything to the contrary contained in this Agreement, amounts payable under this Agreement with respect to capital appreciation shall not exceed the maximum amount of interest that does not violate applicable laws.

Where an amount payable in respect of capital appreciation is considered interest, the rate of interest in respect of a period less than one year shall be the applicable annual rate of interest multiplied by the number of days in the calendar year in respect of which the calculation is made divided by 365.

## **12. Notice**

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service;
- (c) sent by registered mail; or
- (d) sent by facsimile

to the following address:

- (i) in the case of the City to:

**The City of St. Thomas  
Clerk's Department  
545 Talbot St.  
P.O. Box 520  
St. Thomas, ON  
N5P 3V7**

**Attention: City Clerk**

- (ii) In the case of the Borrower to:

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving the same in the manner provided in this section. Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

## **13. Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

## **14. Whole Agreement**

This Agreement constitutes the whole agreement between the City and the Borrower relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof.

## **15. Amendment**

This Agreement may only be amended by written agreement between the City and the Borrower.

**16. Further Assurances**

The Borrower shall promptly execute and deliver to the City, all such other and further documents, agreements and other instruments, and do such other and further things, as the City may require to give effect to this Agreement.

**17. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

**18. Time**

Time shall be of the essence in this Agreement.

**19. Gender and Number**

This Agreement shall be read with all changes of gender and number required by the context.

**20. Successors and Assigns**

This Agreement shall be binding upon and shall enure to the benefit of the City and the Borrower and their respective successors and assigns. The Borrower may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the City. The City may assign or transfer its rights and obligations under this Agreement without the Borrower's consent.

**21. Governing Law**

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of Canada and the laws of Ontario applicable therein.

**22. Agreement of Purchase and Sale**

If the Borrower has not already done so, the Borrower shall provide the City with a copy of the executed agreement of purchase and sale pertaining to the AHP Unit within fifteen (15) days of entering into this Agreement. Any personal information collected by or on behalf of the City under this provision is collected for the purpose of Section 4 of the Ministry of Municipal Affairs and Housing Act, R.S.Q. 1990, c.M. 30. The information in the agreement of purchase and sale will be used to confirm certain information provided in the Borrower's application for this credit facility and in preparing the Mortgage. The Borrower consents to such collection and use of the information. The Borrower acknowledges that the information contained in the agreement of purchase and sale may become public and consents to the release of that information. Any questions regarding the collection, use, or disclosure of the information should be directed to the City Clerk, c/o Clerk's Department, City Hall, 545 Talbot St., P.O. Box 520, St. Thomas, Ontario N5P 3V7.

**23. Borrower's Solicitor**

The Borrower's confirm the solicitor representing it on the purchase of the AHP Unit is:

Name:

Address:

Telephone:

Fax: \_\_\_\_\_

And hereby authorizes and directs the said solicitor to release to the City or its solicitor upon request, any information and copies of documents required to complete this agreement and the security required by Section 5.

**24. Notice of Closing**

The Borrower will provide the City with forty five (45) days advance written notice of the Closing.

**25. Joint and Several Liability**

The obligations of each of the Borrowers under this Agreement shall be joint and several.

IN WITNESS WHEREOF the parties hereby agree to the within Agreement.

**THE CORPORATION OF THE CITY OF ST. THOMAS**

by: \_\_\_\_\_ *Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature : \_\_\_\_\_

*I/We have the authority to bind the Corporation.*

**THE BORROWER**

\_\_\_\_\_  
Witness Name (printed)

\_\_\_\_\_  
Borrower Name (printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Witness Name (printed)

\_\_\_\_\_  
Borrower Name (printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



## ST. THOMAS AND ELGIN COUNTY AFFORDABLE HOME OWNERSHIP PROGRAM FACT SHEET

*What if owning your first home was within reach?*

*What if turning rent into mortgage payments could be a reality?*

*With a new and innovative program you could move into your first home faster.*

*The Affordable Homeownership Program can help you.*

The Affordable Homeownership Program is a partnership between the Government of Canada, the Province of Ontario and the City of St. Thomas through the Canada-Ontario Affordable Housing Program (AHP). Through it, qualifying home buyers can receive down payment assistance.

### A. Homeowner Assistance Levels

- The maximum amount of down payment assistance is \$7,875 and will be provided to eligible purchasers at the time of the home closing. The down payment assistance may also be used to pay for any additional legal costs required to obtain documentation needed to apply under the Program.
- No interest will be charged on the assistance.
- An application form must be completed to verify the purchaser's eligibility for down payment assistance and to verify the eligibility of the particular property.

### B. Selection of Purchasers

Interested purchasers must submit a fully completed application package and submit the required documents including a copy of the purchase and sale agreement. Purchasers must meet Program eligibility requirements. Only the first twenty-four (24) successful applicants will be approved for "down payment assistance".

### C. Eligible Purchasers

To be eligible for down payment assistance, prospective purchasers must meet the following criteria:

- Must be at least 18 years old.
- Must not currently own a home or a residential property, in whole or in part, including recreation or cottage property.
- Cannot be living in a spousal relationship (including same-sex spousal relationship) with a person who owns, in whole or in part, a residential property including recreation or cottage property.
- Must be a renter in the City of St. Thomas or Elgin County.
- Must agree not to lease the home and must agree to occupy the home for the duration of the AHP mortgage.
- Must qualify to obtain a mortgage and demonstrate the mortgage payments can be sustained

<b>D. Eligible Properties</b>
-------------------------------

Purchasers may select a unit of their choice provided that it meets the program criteria and requirements developed by the City of St. Thomas.

**The maximum Market Home Value is \$150,000.**

The home to be purchased must be in the City of St. Thomas or in Elgin County. Vacant lots are not eligible. Homes may be new units that include a new home warranty or resale homes and can be detached, semi-detached, town (condo and freehold), stacked homes, row houses or apartments. The home must be modest in size, relative to community norms, in terms of floor area and amenities. A home inspection must be undertaken and paid for by the purchaser.

The Canada Mortgage & Housing Corporation is not able to offer premium free mortgage insurance for the Affordable Homeownership Program.

**There are no exclusive agents representing the City of St. Thomas in the Affordable Homeownership Program.**

<b>E. Income Levels and Initial Screening of Eligible Purchaser(s)</b>
--

**The maximum household gross annual income is \$55,900. A household cannot have more than \$20,000 in assets at the time of application.**

- No employee of the Ontario or federal public service or the City of St. Thomas is eligible.
- The individual's application for down payment assistance must include the following:
  - i. copies of birth certificates of all purchasers;
  - ii. a signed Application Checklist including a declaration that all information provided in the application is true and correct;
  - iii. copy of the Purchase and Sale Agreement;
  - iv. a Bank Verification of Income and Assets form;
  - v. Mortgage approval documents;
  - vi. A copy of a home inspection report;
  - vii. An affidavit (as per the form provided in the application package);
  - viii. A copy of the purchaser's current lease agreement;
  - ix. A copy of a legal opinion confirming the property is free and clear of restrictions;
  - x. Three copies of a Loan Agreement between the City of St. Thomas and the purchaser;
  - xi. Legal verification that the loan has been secured on title must be submitted to the City within 30 days after the closing date.
- The individual must demonstrate ability to pay all closing costs including legal fees and disbursements, registration on title and Land Transfer Tax (if applicable). Note: Land Transfer Tax rebates will be deducted from the Homeownership Downpayment Assistance amount. {the applicant is required to submit Land Transfer Tax Rebate application form}

**F. Conditions for Repayment of Down Payment Assistance**

If a home is sold before the 20-year affordability period expires:

- The homeowner is required to repay the original AHP down payment assistance plus five percent (5%) of the realized capital gains.
- An independent appraisal of the property may be completed at the City's expense.
- A homeowner may agree to voluntarily repay the down payment assistance at any time but will be required to pay 5% of the realized capital gain.
- Money put into renovations made to the property may not be deducted from the capital gains

If the home is sold after 20 years, there would be no repayment of the down payment assistance or capital gains.

If a purchaser ceases to occupy a home as a sole and primary residence within 20 years of the date of purchase, it is deemed a sale and the repayment requirements outlined above apply.

**G. Conditions for Non Repayment of Down Payment Assistance**

In cases where a home is sold within the 20 year affordability period but the seller experiences a capital loss, repayment of the down payment assistance would be waived provided the sale meets the following criteria:

- The unit is sold at a fair market value (verified by an independent appraisal by the City); and
- The purchase and sale of the unit is an arm's-length transaction.

\*Arms length transaction is a transaction between individuals who are acting dependently of each other and/or who are not related or connected to each other by blood, marriage, common-law partnerships, or adoption.

**H. Down Payment Assistance Loan Agreement**

Eligible purchasers receiving down payment assistance must sign a loan agreement with the City of St. Thomas as follows:

- The loan term must be equal to the affordability period of 20 years and shall not bear interest.
- On the 20<sup>th</sup> anniversary, the loan is automatically forgiven.
- The loan repayment process in the event of resale must be outlined.
- Upon default, the principal and appreciation (if applicable) must be repaid to the City.
- If the home has appreciated in fair market value and resale is at a greater price than the original purchase price, the purchaser must pay 5% of the appreciation.
- Fair market value to be determined by the City of St. Thomas based on:
  - a) the resale price and the City is satisfied the transaction is at arm's length,
  - b) an appraisal, or
  - c) current municipally assessed value.

Each AHP down payment assistance loan must be registered on title by the Purchaser's solicitor at the purchaser's cost.



Corporation of the

**City of St. Thomas**

Report No.

OW31-07

File No.

N/A

Directed to:

Chairman Lori Baldwin-Sands and Members of the Social Services Committee

Date Authored:

September 10, 2007

Meeting Date:

September 17, 2007

Department:

St. Thomas-Elgin Ontario Works

Prepared By:

Sandra Datars Bere, Director

Attachments

- 4 -

Subject:

Purchase of Service Agreement – Domiciliary Hostel Services

**Recommendation:**

**THAT:** Report OW31-07 be received for information; and further

**THAT:** Council approve the entering into of a Purchase of Service Agreement with Mr. Jim Akey and Tara Hall Rest Home for the provision of domiciliary hostel services; and further

**THAT:** a by-law be passed authorizing the Mayor and Clerk to execute and affix the seal of the Corporation to a certain agreement between the Corporation of the City of St. Thomas and Mr. Jim Akey/Tara Hall Rest Home.

**Background:**

The City of St. Thomas, through the Ontario Works Department, administers the provision of domiciliary hostel services within this community. In July 2007, Council resolved that a Purchase of Service agreement for the provision of domiciliary hostel services be established with Mr. Jim Akey for the provision of 36 domiciliary hostel spaces/beds at Tara Hall Rest Home.

**Report:**

The proposed agreement, as attached, has been developed in consultation with the City's solicitor. The proponent, Mr. Akey, and his legal counsel have reviewed the agreement. The agreement has met with Mr. Akey's approval and he has signed it. The agreement now requires Council approval in order to be fully executed.

**Highlights of the Agreement:**

- The agreement provides for per diem funding for up to a maximum of 36 spaces/beds per month at Tara Hall
- The agreement, when executed, will commence on October 1, 2007.
- The agreement is an "evergreen" agreement, with no specific termination date. The agreement can, however, be terminated with 60 days notice, by either party, under conditions established within the agreement.
- The agreement requires that all domiciliary hostel services provided by Mr. Akey at Tara Hall Rest Home be provided consistent with the Domiciliary Hostel Standards, as approved by Council in March 2007. The Ontario Works department will review standards implementation on an annual basis.

It is recommended, subject to questions, that Council approve the execution of the aforementioned agreement and in doing so confirm the purchase of service with Mr. Akey/Tara Hall Rest Home.

Respectfully,

Sandra Datars Bere  
Director

Reviewed By: \_\_\_\_\_

Treasury

Env Services

Planning

City Clerk

Human  
Resources

Other

THIS AGREEMENT made in quadruplicate as of the 1st day of October, 2007

BETWEEN:

**JAMES AKEY**, of the City of St. Thomas in the  
County of Elgin

Hereinafter called the "**Operator**"  
Of the First Part

and

**THE CORPORATION OF  
THE CITY OF ST. THOMAS**

Hereinafter called the "**City**"  
Of the Second Part

**WHEREAS** the Operator is the owner of the lands and premises at 38 Chester Street, in the City of St. Thomas, in the County of Elgin, in the Province of Ontario and operates there a domiciliary hostel under the name and style of Tara Hall Rest Home (hereinafter called the "Hostel") for the accommodation, care and support of vulnerable adults in need of personal care and services in the routines of daily living due to special needs and/ or the effects of advanced age or disability, but do not require such specialized care as nursing home care;

**AND WHEREAS** Sections 11. 1 (2) and (3) of the Ministry of Community and Social Services Act, and amendments thereto, provide that the Minister may grant to an organization, agency or other entity, if the organization, agency or other entity has entered into an agreement with the Crown in right of Ontario to transfer the grant to or on behalf of persons who have a disability and who are at least sixteen years old to assist such persons in obtaining goods and services that they require as a result of the disability, and further provide that such transfer of grants are to be made in accordance with regulations of the Act;

**AND WHEREAS** Section 12 of the Ministry of Community and Social Services Act, and amendments thereto provides that the Minister may enter into agreements with a municipality respecting the provision of social services and community services;

**AND WHEREAS** the Operator and the City had entered into an Agreement dated April 1, 2003 for provisions of such services, which Agreement the parties interest shall be of no further force or effect upon execution of the below Agreement;

**AND WHEREAS** the parties hereto have agreed that care and accommodation in the Hostel operated by the Operator shall be made available to such persons as may be approved for admission by the Director of Ontario Works for the City in accordance with the terms and conditions herein set forth;

**AND WHEREAS** such persons residing at the Hostel are Tenants to whom the Residential Tenancies Act 2006, S.O. ch.17, applies;

**NOW THEREFORE** the parties hereto in consideration of the premises and the covenants and agreements herein contained, agree each with the other as follows:

**1. THE OPERATOR COVENANTS AND AGREES WITH THE CITY:**

- 1.1 to provide all management, appropriate staffing, facilities, equipment, materials and goods as may be necessary to provide for the supervision, permanent accommodation and personal care of all tenants of the Hostel adequate and appropriate to the needs of each tenant and in compliance with the St. Thomas – Elgin Domiciliary Hostel Standards, as approved by the City Council of the Corporation of the City of St. Thomas., attached hereto as Schedule “A” and forming a part of this agreement;
- 1.2 to maintain the premises in good and substantial repair and in compliance with all applicable municipal by-laws, the Ontario Building Code, accessibility standards, Public Health and safety requirements and the St. Thomas- Elgin Domiciliary Hostel Standards, attached hereto as Schedule “A” and forming a part of this agreement;
- 1.3 subject to the Operator’s acceptance of an applicant for tenancy in the Hostel, consistent with the Eligibility Criteria as established in the Domiciliary Hostel Standards, to admit such persons to tenancy in the Hostel as have been approved and designated for the Hostel by the Director, Ontario Works, of the City, subject to the limitation of 36 subsidized resident beds which may be accommodated at any one time. Applications for domiciliary hostel care, pursuant to the provisions of the Ministry of Community and Social Services Act and regulations made under that Act shall be submitted in writing to the Director of Ontario Works of the City. Applications should be accompanied by appropriate medical and needs assessment information.
- 1.4 To comply with all police, fire and sanitary regulations and all by-laws, laws and lawful orders and regulations imposed by any Municipal, Provincial or Federal authority and will observe and obey the regulations and other requirements governing the operation of the Hostel.
- 1.5 To establish and maintain such records as may be required for the efficient and effective administration of the Hostel, including but not limited to those outlined in the St. Thomas- Elgin Domiciliary Hostel Standards, including the following:

- a. accurate accounts of the operations of the Hostel;
  - b. financial records of all monies held for or handled on behalf of tenants of the Hostel, including funds on deposit in the Tenants' trust account and monies otherwise held for safekeeping
  - c. tenant records
  - d. records of inspections made by any duly authorized municipal, provincial or federal inspector including copies of the inspectors' reports, preventative maintenance and equipment service reports;
  - e. a daily log of observations on the conduct and behaviour of the tenants while in the Hostel and serious incidents pertinent to any tenants' conduct and welfare
  - f. an annual summary and analysis report with respect to serious incidents involving the Hostel and its tenants and staff
- 1.6 to submit to the Director of Ontario Works of the City, monthly statements of account by the 10<sup>th</sup> of each month following the month of billing, which statements of account shall include the following:
- a. name of approved applicant / tenant in receipt of subsidized accommodation;
  - b. number of days of resident care for each approved tenant;
  - c. a full accounting of the source and amount of any contributions made by or on behalf of each approved tenant
  - d. the net amount claimed for payment on behalf of each approved tenant for subsidy, subject to the maximum per diem rate established from time to time by resolution of the Council of the City, with consideration given to the Ministry of Community and Social Services guidelines and directives;
  - e. such other statement of fact which may be pertinent to the verification of the payment claimed.
- 1.7 to permit the Director of Ontario Works, an auditor designated by the City and an Auditor of the Ministry of Community and Social Services, if requested, to inspect all accounting and other books, cash records, vouchers and statements of the Operator relating to the operation of the Hostel at any and all reasonable times and to submit to the Director an annual audited Financial Statement of the financial operations of the Hostel within two months following the end of the Operator's audit year;
- 1.8 to establish, maintain and complete the annual auditing of a Tenants' Trust Account as a non-interest bearing mixed trust account in a chartered bank, trust company or a Province of Ontario Savings Office, consistent with the requirements established under the St. Thomas-Elgin Domiciliary Hostel Standards, attached hereto as Schedule "A";
- 1.9 To permit the Medical Officer of Health, the Fire Chief or Fire Inspector, a Building Inspector, and inspector designated by the Ministry of Community and Social Services, the Director of Ontario

Works and/or any of their representatives and representatives of the city to enter the Hostel at any reasonable time to inspect the

-4-

facilities on the premises and to ensure that the tenants are living under reasonable social conditions, and the Operator shall not do or permit anything to obstruct or prevent any such officials from so entering the premises;

- 1.10 The Operator represents and warrants to the City that he is the sole owner of the lands and premises known municipally as 38 Chester Street, in the City of St. Thomas, Province of Ontario, and that he is the sole proprietor of the Hostel and the only party entitled to operate the Tara Hall Rest Home or provide any such domiciliary hostel services at said premises;
  - 1.11 To indemnify and save harmless the City of and from all manner of action and actions, cause and causes of actions, suits, debts, duties, dues, accounts, covenants, contracts, demands or other proceedings of every kind of nature whatsoever at law or equity arising out of this agreement and out of the operations carried on by the Operator.
  - 1.12 To provide and maintain during the term of this agreement with the City, public liability, bodily injury and property damage insurance coverage in an amount not less than Three Million Dollars (\$3,000,000) inclusive, with an insurance company approved by the City. The Operator shall also provide to the City annually, a certified copy of the coverage, naming the City and the Operator jointly as insured.
2. THE CITY CONVENANTS AND AGREES WITH THE OPERATOR:
- 2.1 to cause its Director of Ontario Works to receive written applications from any person resident in the City of St. Thomas and any resident of the County of Elgin destined to reside in the City, for assistance under the Ministry of Community and Social Services Act and regulations thereunder, and to determine the eligibility for assistance of such applicants and to advise the Operator in writing of those qualified applicants approved for admission to the Hostel.
  - 2.2 to pay to the Operator in respect of the services provided to each tenant approved for subsidy/ per diem assistance, the difference between the per diem rate approved from time to time by the Council of the City and the total of any contributions made from other sources, including the Ministry of Community and Social Services, to the cost of such services by or on behalf of such approved tenant. The amounts of all such payments are to be set forth in the monthly statements submitted by the Operator and approved by the Director of Ontario Works for the City. Payment of said difference to the Operator shall be made within 15 days of the receipt of the statement of the Operator submitted in accordance with Section 1.6.

- 2.3 to notify the Operator when any approved tenant is ineligible or becomes ineligible for domiciliary Hostel care and in such event the City shall have no further liability to the Operator for any further services provided to such tenant in the Hostel subsequent to the effective date of service of such notice. The City shall not be liable to the Operator for the payment of financial assistance on behalf of any tenant temporarily absent from the domiciliary hostel for any reason (hospitalization, family visit) for a period in excess of 28 days. Where such absences occur as a result of hospitalization, the Operator will provide the Director with a confirmed date of discharge and intention to return to the Hostel for the approved per diem to be paid. Any additional payments shall be at the complete discretion of the Director of Ontario Works.
- 2.4 to bring to the Operator's attention any questions of performance or deficiencies under this agreement and the established domiciliary hostel standards, or concerns related to the well being of any tenant, which may be brought to the City's attention or may arise from such monitoring and auditing as the City will perform annually, during the term of this agreement, subject to the confidentiality of personal information.

#### GENERAL PROVISIONS AND MUTUAL CONVENANTS

3. If any notice is required to be given to the Operator by the City or the Director of Ontario Works of the City with respect to any matter relating to this agreement, such notice shall be sent by prepaid registered mail addressed to the Operator or personally delivered to the Operator at 38 Chester Street, St. Thomas, Ontario, N5R 1V2 or to such other address as is given in writing to the City and any such notice mailed or delivered as provided above shall be deemed good and sufficient under the terms of this agreement.
4. If any notice is required to be given to the City by the Operator with respect to any matter relating to this agreement, such notice shall be sent by prepaid registered mail addressed to the City or personally delivered to the attention of the Director of Ontario Works, 423 Talbot Street, St. Thomas, Ontario, N5P 1C1, or such other address as is given in writing to the Operator and any such notice mailed or delivered as provided above shall be deemed to be good and sufficient under the terms of this agreement.
5. Any notice given under this agreement shall be deemed to have been served, in the case of personal service on the day that it was served personally, and in the case of service by registered mail, on the third business day after it is mailed. Notice may be given by facsimile transmission only where the recipient acknowledges receipt of the same.

6. Any action, receipt, approval or determination required of, or attributed to, the Director of Ontario Works for the City of St. Thomas under this agreement may, in the said Director's discretion, be delegated by the Director of Ontario Works to such employee or agent of the Ontario Works program or of the City as the Director may find suitable, and the said Director may authorize such delegate to act on behalf of the Director of Ontario Works for the required function or responsibility, to such extent and at such times as the Director may deem appropriate.
7. No right or obligation under this agreement shall be assigned or sublet or subcontracted by the Operator in whole or in part without the written consent of the City, and in considering a request for such consent the City may, in its discretion, elect to require a proposed assignee to furnish such information as the City may reasonably require regarding the relevant experience, the organization, the financial status and the ability to meet the requirements of the domiciliary hostel standards of such assignee. In the event of such assignment, subletting or subcontracting without such consent, the City may cancel and terminate this agreement and the agreement shall be of no further force and effect.
8. This agreement shall be effective as of the 1<sup>st</sup> day of October, 2007, subject to the approval of the Ministry of Community and Social Services and subject further to the issuance by the Medical Officer of Health, the Fire Chief and the Building Inspector of a report certifying compliance has been made with all applicable by-laws or regulations applicable to the premises and the nature of occupancy therein.
9. This agreement may be terminated on 60 days notice in writing given by either party to the other in accordance with Sections 3 or 4 above, provided that if the Operator fails to comply with any of the provisions of this agreement and any such default continues for ten (10) days after notice thereof from the City to comply or remedy the default, this agreement shall forthwith terminate and in addition to any other remedy the City may have, it shall have no further liability for the cost of services provided to the tenants of the Hostel.
10. It is understood and agreed by the parties hereto that the Operator, his servants, agents and employees shall under no circumstances be deemed agents or representatives of the City and save and except as the City may specifically authorize in writing, shall have no right to enter into any contracts or commitments in the name of or on behalf of the City or to bind the City in any respect whatsoever.
11. It is declared and agreed that this agreement and the covenants, provisos, conditions and schedules herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

**IN WITNESS WHEREOF** the Operator has hereunto affixed his hand and seal and City has hereto affixed its corporate seal duly attested by the hand of its proper signing officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**  
In the presence of:



James Akey

The Corporation of the City of St. Thomas

Per: \_\_\_\_\_

Per: \_\_\_\_\_

We have authority to bind the Corporation.

**Schedule A**

**Attachments:**

St. Thomas- Elgin Domiciliary Hostel Standards  
Standards Monitoring Tool  
Serious Incident Reporting Form



## St. Thomas - Elgin

### Domiciliary Hostel Standards

March 2007



## TABLE OF CONTENTS

<b>INTRODUCTION</b>	<b>1</b>
Program Description and Objective	1
Background	1
Standards Development	2
Roles and Responsibilities	2
<b>1.0 PROGRAM ADMINISTRATION</b>	<b>4</b>
1.1 Eligibility Criteria	4
1.2 Home Criteria	4
1.3 Intake Process	4
1.4 Tenant Absence	5
1.5 Confidentiality	5
1.6 Tenant Files	5
1.7 Serious Incidents	7
1.8 Personal Needs Benefit – Process	8
1.9 Personal Needs Benefit and other Financial Resources – Management	8
1.10 Staff Qualifications	10
1.11 Staffing Levels	11
1.12 Staff Conduct	12
1.13 Insurance	12
1.14 Inspection	12
1.15 Transfer and Discharge	13
<b>2.0 HOSTEL OPERATIONS</b>	<b>14</b>
2.1 Physical Safety	14
2.2 Health and Safety	15
2.3 Medication Management/Drug Storage	16
2.4 Telephones	16
2.5 Furnishings	16
2.6 Bedrooms	17
2.7 Bathrooms/Washrooms	17
2.8 Kitchens	18
2.9 Common Areas	19
2.10 Linens	19
2.11 Water	19
2.12 Heating/Cooling	20
2.13 Garbage	20
2.14 Physical Accessibility	20
2.15 Lighting	20
2.16 Ventilation	21
2.17 Windows	21
2.18 Smoking Areas	21
2.19 Housekeeping	21

<b>3.0 HOSTEL SUPPORTS</b>	<b>22</b>
3.1 Activities of Daily Living	22
3.2 Tenant Well-Being	22
3.3 Tenancy Agreements	23
3.4 Access to Home	23
3.5 Privacy	24
3.6 Rights/Responsibilities	24
3.7 House Meetings	24
3.8 Conflict Resolution	25
3.9 Meals/Nutrition	25
3.10 Menus	26
3.11 Bedrooms – Personal Use	26
3.12 Home Entertainment	26
3.13 Transportation	27
<b>GLOSSARY</b>	<b>28</b>

## INTRODUCTION

### Program Description and Objective

The Domiciliary Hostel Program is intended to support vulnerable adults with special needs to maintain safe housing and to access supports both in the domiciliary hostel and in the community, which foster and promote independence and social inclusion. As such, the Domiciliary Hostel Program is one form of permanent housing for vulnerable adults with a wide range of special service needs such as persons with mental illness, physical and/or developmental disabilities, and/or the frail and elderly.

The objective of the Domiciliary Hostel Program is to provide:

- A residential living environment that is safe and supportive for all tenants;
- A client-focused environment where tenants are supported in a manner that meets individual needs (e.g. tenants have access to a range of structured and unstructured programs); and
- Permanent housing insofar as it continues to meet the tenant's needs.

### Background

The *Ministry of Community and Social Services Act* provides Consolidated Municipal Service Managers (CMSM) with the discretion to enter into agreements with private or non-profit operators for the provision of accommodation, meals and limited services to individuals 'in need'. While the *Act* provides detail on provincial-municipal funding mechanisms, up until recently, there has been no provincial legislation, regulations or program guidelines that articulated service expectations or standards for domiciliary hostels.

The March 2006 Ontario budget contained a government commitment to develop 'common service standards' for the Domiciliary Hostel Program. Over a five month period, the Ministry of Community and Social Services (MCSS) worked closely with key stakeholders including municipalities, operators, tenant representatives and partner ministries to develop a program framework for the Domiciliary Hostel Program. The resultant September 2006 *Domiciliary Hostel Program Framework* is intended to clarify, strengthen and support the municipal role in the delivery of the Domiciliary Hostel Program and in particular, to identify provincial expectations for standards that CMSMs are to develop and implement within their local programs. In order to continue to access provincial funding for the Domiciliary Hostel Program beyond March 31, 2007, CMSMs are required to meet all of the expectations outlined in their service contract with MCSS including the development and monitoring of standards.

As the Consolidated Municipal Service Manager for the City of St. Thomas and the County of Elgin, the City of St. Thomas has received provincial funding towards the operation of a Domiciliary Hostel Program since 1998. Since that time, the City has maintained a service agreement with one or more privately owned domiciliary hostels to provide subsidies on behalf of thirty-six (36) tenants.

## Standards Development

St. Thomas – Elgin Ontario Works has developed these Domiciliary Hostel Standards in accordance with the MCSS *Domiciliary Hostel Program Framework*. The Standards encompass the following principles as articulated by the Ministry of Community and Social Services:

- The City of St. Thomas, the community and individuals have a shared interest in the appropriate housing of vulnerable adults living in their community;
- As the service system manager for homelessness, the City of St. Thomas has the authority to purchase the domiciliary hostel services that best meet local needs; and
- Funding for the domiciliary hostel program is used for the purposes intended.

Through the implementation of these Standards, the City of St Thomas has shown its commitment to ensure that its Domiciliary Hostel Program is delivered in such a way that vulnerable individuals with special needs who are homeless or at risk of being homeless gain permanent housing and support in a manner that provides choices and independence, respects diversity, and ensures value and public accountability.

The Standards also serve as the framework to monitor purchased services and will therefore form part of the service agreement between the City and domiciliary hostel operators.

## Roles and Responsibilities

The roles and responsibilities of the Ministry of Community and Social Services are:

- To enter into a service contract with St. Thomas – Elgin Ontario Works for the funding and delivery of the program
- To collect and evaluate quarterly reports
- To set performance targets, conduct quarterly variance analysis and to follow-up with St. Thomas – Elgin Ontario Works in cases where there is a significant variance between target and actual service data
- To monitor financial accountability
- To conduct compliance reviews of the St. Thomas – Elgin Domiciliary Hostel Program

The roles and responsibilities of St. Thomas – Elgin Ontario Works are:

- To manage the local Domiciliary Hostel Program
- To enter into service agreements with domiciliary hostel operators
- To set standards to meet the expectations outlined in the MCSS *Domiciliary Hostel Program Framework*
- To review the standards on a regular basis and make amendments as necessary
- To monitor compliance with service agreements and standards
- To take remedial action where required

- To verify that all tenants subsidized under the Domiciliary Hostel Program are eligible under the mandate of the program
- To verify that all eligible tenants receive their monthly Personal Needs Benefit
- To report to the Ministry as per normal reporting procedures

The roles and responsibilities of domiciliary hostel operators are:

- To provide housing and services to tenants in accordance with the service agreement and standards
- To comply with all applicable federal, provincial, and municipal laws, bylaws, regulations, codes, orders and directives
- To enter into Tenancy Agreements with tenants
- To monitor the personal suitability of tenants to the accommodation being provided
- To link with appropriate community-based programs and services
- To issue the Personal Needs Benefit to tenants
- To report serious occurrences to St. Thomas – Elgin Ontario Works and cooperate fully with any follow-up which is required
- To take remedial action regarding complaints as quickly and effectively as possible
- To cooperate with and report to St. Thomas – Elgin Ontario Works for the purposes of carrying out the CMSM's obligations with regard to the Domiciliary Hostel Program

## 1.0 PROGRAM ADMINISTRATION

### 1.1 Eligibility Criteria

- A) An individual's eligibility for the Domiciliary Hostel Program shall be considered from two perspectives – the individual's functional abilities including their need for support with activities of daily living, and his or her need for affordable housing.
- B) The Operator shall confirm the following prior to approving an individual for tenancy:
- The individual is at least eighteen years of age; **and**
  - The individual is a vulnerable adult with special needs who requires supervision in activities of daily living; **and**
  - The individual is a recipient of mental health services, has a mental health diagnosis or exhibits symptoms that are diagnosable and have been documented by a health care professional; **and/or**
  - The individual has a physical and/or developmental disability which has been verified by a health care professional, hospital or referral source, **and/or**
  - The individual is a frail, elderly person; **and**
  - The individual's care requirements do not exceed the mandate of the domiciliary hostel or the ability of staff to provide the necessary care; **and**
  - The individual is in receipt of Ontario Works, Ontario Disability Support Program or has another source of income (e.g. Old Age Security, Canada Pension Plan) which is less than the combined total of the per diem and the Personal Needs Benefit; **and**
  - The individual has liquid assets that do not exceed the level permitted under Ontario Disability Support Program.

### 1.2 Home Criteria

- A) A private or non-profit operator must demonstrate that they are able to comply with all aspects of the Domiciliary Hostel Standards and with all applicable federal, provincial, and municipal laws, bylaws, regulations, codes, orders and directives prior to the City entering into a service agreement for the provision of domiciliary hostel services.

### 1.3 Intake Process

- A) The Operator shall conduct an assessment of the prospective tenant's functional abilities, including their need for support with activities of daily living, and of their appropriateness for tenancy including their potential 'fit' with other tenants. Should the prospective tenant be considered appropriate for tenancy in the domiciliary hostel, the Operator shall contact the Director of Ontario Works to request that an application for subsidy be completed.
- B) The Director of Ontario Works, or his or her designate, shall meet with the prospective tenant to assess eligibility for subsidy.

- C) The Operator shall not admit an individual who requires a level of care that the Operator is not normally able to provide.

#### **1.4 Tenant Absence**

- A) The Operator shall notify the Director of Ontario Works within twenty-four (24) hours or on the next working day of the Ontario Works Department, that a tenant has been admitted to hospital, is otherwise absent for any reason, or that the care that has been provided is no longer adequate or required by the tenant.
- B) The Operator shall notify the Director of Ontario Works within twenty-four (24) hours or on the next working day of the Ontario Works Department that the tenant intends to move from the hostel or has been accepted for placement in other suitable accommodation, or for placement in a long term care facility.
- C) The Director of Ontario Works may authorize the payment of the approved per diem for any subsidized tenant who is absent from the domiciliary hostel for any reason (e.g. hospitalization, family visit) for a maximum of twenty-eight (28) days in any twelve month period. When such absences occur as a result of hospitalization, the Operator must provide the Director with a confirmed date of discharge and intention to return to the domiciliary hostel for the approved per diem to be paid. Any additional payments shall be at the complete discretion of the Director of Ontario Works.

#### **1.5 Confidentiality**

- A) The Operator shall assist the City to comply with its obligations under the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) with respect to the collection, use, disclosure, and storage of each tenant's personal information and the Operator shall comply with applicable privacy legislation.
- B) The Operator shall protect the tenant's confidentiality in accordance with the *Personal Health Information Protection Act*.
- C) The Operator shall ensure that a tenant's personal information is only disclosed with the signed consent of the tenant or the tenant's legal representative. Exceptions to this Standard may be made only in cases of life and death, if a tenant is threatening harm to his/her self or to someone else, or if so ordered by a court.

#### **1.6 Tenant Files**

- A) The Operator shall ensure that tenant files are kept confidential and are stored in a secure area.
- B) The Operator shall ensure that each tenant file includes:

- Personal Information
    - The name of the tenant
    - Birth date, Health Card Number and Social Insurance Number
    - Name and contact information of next of kin and legal representative (if applicable)
    - The tenant's address prior to admission to the hostel
    - A personal and family history
    - An up-to-date photograph of the tenant
    - A written record of clothing, valuables and other personal effects brought by the tenant to the hostel
    - Date of admission and circumstances leading to admission to the hostel
    - Date of discharge
    - The name and address of the person or institution into whose charge the tenant was discharged, or of the person claiming the remains in the event of the death of a tenant
  - Medical Information
    - Name and contact information of physician
    - Medical history
    - Known allergies and special dietary requirements
    - Medication prescribed
    - Log of medical and other health-related appointments
    - Hospital admissions during tenancy
  - Personal Care Information
    - Safety/security risk assessment
    - Extent of tenant's ability to independently perform activities of daily living, type of assistance required and services to be provided
    - Unusual or serious occurrences
    - A log of the conduct and behaviour of the tenant including but not limited to, participation in in-house or community activities, changes in the tenant's condition, and care provided
    - A log of tenant absences
    - Details of the tenant's involvement with community agencies, professionals or advocates
    - A statement of future plans for the care and maintenance of the tenant prepared every six months
  - Correspondence sent to and from the Operator with respect to the tenant
  - Tenancy Agreement, Care Home Information Package and House Rules (signed by the tenant)
  - Appropriate consent forms (signed by the tenant)
- C) The Operator shall ensure that the files of all former tenants are retained for a period of seven years from the date of discharge or transfer. The destruction of such files must be undertaken in such a manner as to protect the confidentiality of the former tenant.
- D) The Operator shall ensure that tenants have reasonable access to their files. Should the tenant request a copy of any personal record it should be provided at no cost to the tenant.

## 1.7 Serious Incidents

A) The Operator shall immediately notify the Director of Ontario Works of each serious incident (as defined below) and submit within twenty-four (24) hours or on the next working day of the Ontario Works Department, a serious incident report in the manner stipulated in Appendix A regarding every serious incident of fire, assault, injury or disruptive behaviour involving any tenant of the hostel, staff or otherwise occurring in the hostel. Serious incident shall mean:

- Any death of an individual which occurs while a tenant in the hostel;
- A serious injury of a individual which occurs while a tenant in the hostel including: (a) a serious accidental injury while in attendance at the hostel or while receiving any service from the hostel/operator; (b) an injury caused by the hostel or anyone providing service there; or (c) an injury to a tenant which is non-accidental, including self-inflicted or unexplained, which required treatment by a medical practitioner including a nurse or dentist;
- Any alleged abuse or mistreatment of a tenant which occurs while residing at the hostel or participating in a hostel program or service including all allegations against staff or a temporary care provider pertaining to the abuse or mistreatment of a tenant;
- Any alleged abuse or mistreatment of staff done at the hands of a tenant including all allegations against tenants pertaining to the abuse or mistreatment of staff;
- Any situation where a tenant is missing, in accordance with Ontario Works requirements or otherwise where the Operator considers the matter to be serious;
- Any disaster such as a fire on the premises;
- Any incidents requiring police intervention;
- Any suspected or confirmed communicable disease;
- Any complaint concerning the operational, physical or safety standards of the hostel that is considered by the Operator to be of a serious nature;
- Any complaint made by or about a tenant, or any other serious occurrence concerning a tenant, that is considered by the Operator to be of a serious nature.

Within the parameters of the preceding definitions, the Operator is responsible for determining whether an incident is deemed to be a serious occurrence as defined by these Standards and whether, therefore, it should be reported to the Director of Ontario Works.

- B) The Operator shall ensure that tenants are informed of their right to report a serious incident to the Director of Ontario Works. Tenants must be protected from eviction and/or unfair treatment following such direct reporting of a serious occurrence or the voicing of a complaint.
- C) The responsibility to immediately inform the Director of Ontario Works of any serious incident does not preclude the obligation of the Operator to contact the proper authorities including but not limited to St. Thomas Police Service, Fire, Hospital Emergency Room, tenant next-of-kin and/or the Elgin County Health Unit.

- D) The Operator shall submit to the Director of Ontario Works an annual summary and analysis report with respect to serious incident involving the hostel and its tenants and staff.

### **1.8 Personal Needs Benefit – Process**

- A) The Personal Needs Benefit is intended to be general spending money for the tenant for items and services such as barber or hairdresser appointments, cigarettes, clothing, transportation expenses for non-medical reasons, and other sundry expenses. It is not intended for the purchase of personal hygiene supplies which must be provided by the Operator (shampoo, soap, deodorant, toothpaste, toothbrush, toilet tissue, facial tissue, hairbrush, comb, razor, shaving cream, feminine hygiene products).

### **1.9 Personal Needs Benefit and Other Financial Resources – Management**

- A) Tenants are responsible for the management of their Personal Needs Benefit and other financial resources.
- B) The Operator may assist in managing a tenant's Personal Needs Benefit and other financial resources upon the signed consent of the tenant or the tenant's legal representative.
- C) The Operator shall keep a financial file for each tenant, separate from the tenant personal file. The files shall be kept in a protected location and secured against unauthorized access in order to maintain privacy and confidentiality.
- D) The Operator shall establish and maintain a Tenants' Trust Account as a non-interest bearing mixed trust account in a chartered bank, trust company, or a Province of Ontario Savings Office.
- E) The Operator shall ensure that all moneys received by or on behalf of any tenant or from any trustee acting on behalf of a tenant, together with any amounts otherwise received for safekeeping on behalf of a tenant shall be deposited into the Tenants' Trust Account, subject to limited cash amounts held on hand where appropriate and necessary.
- F) The Operator shall, upon request, provide a tenant or a trustee acting on behalf of a tenant, with a written receipt for money received for deposit in the Tenants' Trust Account or to be otherwise held by the Operator to the credit of a tenant.
- G) The Operator shall maintain:
- A record of account, separate from the business records of the Operator, showing all deposits and withdrawals from the Tenants' Trust Account, the name of the tenant for whom such a deposit or withdrawal is made, and the date for each deposit or withdrawal.

- A separate individual record for each tenant for whom monies are handled, showing all withdrawals and deposits to the Tenants' Trust Account for that tenant and, in addition, the purpose and particulars of all monies disbursed from cash held on hand by the Operator for the subject tenant, where directly to the tenant or to that tenant's representative, or spent for the tenant by the Operator, and showing clearly the balances being held to the credit of the tenant as cash on hand and in the Tenants' Trust Account, at all times.
- H) The Operator shall act as trustee with respect to all funds held in cash or on deposit for tenants and shall be responsible for the receipt and disbursement of all monies held in the Tenants' Trust Account and of all monies otherwise kept by the hostel for safekeeping on behalf of any tenant, and as trustee, the Operator shall be at all times responsible for the maintenance of an appropriate record keeping system, including detailed and up to date records of all such trust monies, supported by receipts or other documentation where available and in all cases duly noted in the above mentioned itemized individual financial records to be kept in respect of each tenant.
- I) Monies held in trust shall mean both monies in the Tenants' Trust Account and monies held for tenants in cash or in cheques on hand and shall be deemed to include:
- Monies received by or on behalf of the tenant pursuant to the Ontario Income Tax Act, or any other Tax Act, directly or indirectly, in respect of property tax credits, sales tax credits, old age pensioner credits, GST credits and any other credits or rebates
  - The Personal Needs Benefit received by or on behalf of the tenant

In any case unless by written direction of the person providing a particular amount, and in all circumstances with respect to any part of the monies referred to above, trust monies described in this agreement shall never be used for bed or lodgings at the hostel, nor for any costs, charges for services or fees in respect of any manner, service or thing which the Operator is specifically obliged, or mutually intended by reasonable interpretation, to provide or supply under these standards, unless such funds with respect to a particular tenant accumulate to the point of exceeding the current liquid asset policy of the St. Thomas – Elgin Ontario Works, thereby reducing or terminating the tenant's eligibility for Ontario Works funding.

- J) The Operator shall ensure that tenants' spending money or personal discretionary funds shall not be accumulated as cash on hand and shall not be held in cash continuously for more than a one month period. While it may be in the best interests of some tenants to have spending money conveniently and safely held by the Operator as cash on hand, any residue or accumulation of cash belonging to a tenant is to be deposited monthly or more frequently to the Tenants' Trust Account. For example, in the case of each tenant who is granted a monthly Personal Needs Benefit in an amount approved by the City, such allowance is to be paid over to each tenant for personal use, provided that to the extent such amounts are not requested by the tenant or otherwise paid out by the Operator for the personal use or

enjoyment of the tenant within one month or less of being received, the said funds shall be placed on deposit in the Tenants' Trust Account and retained there until the unused balance can be applied to that tenant's personal use and enjoyment, or, where possible transferred to that tenant's trustee, or guardian for property, for investment or other use on behalf of the tenant.

- K) In those instances where a tenant's trustee or representative has provided money to the Operator for the tenant subject to certain stipulations as to the use or purpose of the money, the Operator shall make subject money available to the tenant only in accordance with the written instructions of the trustee or representative.
- L) With respect to the mixed Tenants' Trust Account and to each tenant on whose behalf any money is received for safekeeping or is deposited in the trust account to the credit of such tenant, the Operator shall retain in his possession for a period of not less than six (6) years:
- The deposit books, deposit slips, monthly bank statements, cheque books and cancelled cheques applicable to the trust account;
  - The Operator's records of the Tenants' Trust Account and of individual tenant finances as outlined above;
  - The written receipts referred to above;
  - The written instructions of trustees or representatives referred to above.

And at any time and from time to time on written demand of the tenant, or his or her representative, trustee or guardian, the Operator shall make the foregoing documentation available for inspection at reasonable hours during any business day.

- M) The Tenants' Trust Account established under this Standard and the aforementioned individualized records of transactions involving each tenant's funds shall be audited annually by a chartered accountant or licensed public accountant. An annual financial statement of the Account and an auditor's report regarding same and regarding said individual records shall be provided to the Director of Ontario Works no later than the last business day of March each year. In addition, informal audits or inspections of the record keeping pertaining to the Trust Account and/or any or all of the individual records of tenant's funds may be conducted, with the Operator's full cooperation and in confidence as to the tenants' personal financial information, on reasonable notice at such reasonable times as the Director of Ontario Works may deem appropriate.

#### **1.10 Staff Qualifications**

- A) The Operator shall ensure that staff supervising tenants or providing care and support to tenants:
- Are at least eighteen years of age
  - Are legally eligible to work in Canada
  - Are literate in spoken and written English
  - Have a level of education and/or experience as follows:

- At least three (3) years relevant experience working with vulnerable individuals; or
  - A secondary school diploma and at least six (6) months relevant experience working with vulnerable individuals; or
  - A suitable level of education achieved through community college, university or other accredited institution
- B) The Operator shall obtain an acceptable Canadian Police Clearance Certificate from each staff member prior to the commencement of their duties. On an annual basis, the Operator shall invite all current employees to cooperate in submitting an acceptable Canadian Police Clearance Certificate on a voluntary basis.
- C) The Operator shall ensure that written job descriptions describing responsibilities and scope of function are available for all staff positions.
- D) The Operator shall ensure that all staff receives a copy of his/her job description, an orientation to his/her particular job, the hostel's policies and procedures, and the staff Code of Conduct.
- E) The Operator shall ensure that each staff member is provided with opportunities to participate in workshops or seminars on topics relevant to his/her work with vulnerable adults with special needs and to his/her specific duties.
- F) The Operator shall ensure that all staff obtain First Aid and CPR certificates within their first year of employment and keep their certificates current thereafter.
- G) The Operator shall ensure that at least one staff member possessing a Food Handler Certificate is on duty at all times during food handling and preparation.
- H) The City recommends that all staff have a pre-employment TB skin test, immunization against Hepatitis B and an annual influenza vaccination.

#### **1.11 Staffing Levels**

- A) The Operator shall ensure that an identifiable person is appointed or designated at all times to be accountable for the management, operation and maintenance of the hostel.
- B) The Operator shall ensure that a minimum of one (1) direct care staff member whose primary duty is the supervision of tenants is in attendance at the hostel at all times, 24 hours per day.
- C) The Operator shall ensure that at all times a sufficient number of direct care staff whose primary duty is the supervision of tenants is on duty to ensure compliance with the Agreement and the Standards, to ensure the safety of tenants, and to adequately meet tenant needs.

- D) The Operator shall consult with the Director of Ontario Works regarding any change in the regular staffing schedule pattern which would alter the regular allocation of staff over the 24 hour daily schedule.
- E) The Operator shall ensure that a nurse registered under *The Nurses Act* is available on call at all times and that information explaining how to call the nurse in cases of emergency be clearly and legibly displayed throughout the hostel.
- F) The Operator shall ensure that sufficient kitchen and housekeeping staff are in attendance at all appropriate times to provide for the preparation of meals and for the general cleanliness of the hostel.

#### **1.12 Staff Conduct**

- A) The *Employment Standards Act and Regulations* and the *Ontario Human Rights Code* govern the Operator and hostel staff.
- B) The Operator shall ensure a staff Code of Conduct outlining professional behaviour is established, posted within the hostel's premises and adhered to.
- C) The Operator shall ensure that harassment and abuse policies are established and adhered to by staff.
- D) Under no exception shall an Operator or staff member become involved in a personal relationship with a tenant outside of the hostel or enter into a sexual relationship with a tenant.
- E) The Operator shall ensure that no staff member conducts a physical search of any kind on a tenant's person. He/she will consult with the police should there be reasonable suspicion of illegal or dangerous situations.

#### **1.13 Insurance**

- A) The Operator shall provide and maintain during the term of its Agreement with the City, public liability, bodily injury and property damage insurance coverage in an amount not less than Three Million Dollars (\$3,000,000) inclusive, with an insurance company approved by the City.
- B) The Operator shall provide to the City annually, a certified copy of the coverage naming the City and the Operator jointly as insured.

#### **1.14 Inspection**

- A) The Operator shall permit the Medical Officer of Health, the Fire Chief or Fire Inspector, a Building Inspector, and inspector designated by the Ministry of Community and Social Services, the Director of Ontario Works and/or any of their representatives and representatives of the City to enter the domiciliary hostel at any reasonable time to inspect any facilities on the premises and to ensure that the

tenants are living under reasonable social conditions, and the Operator shall not do or permit anything to obstruct or prevent any such officials from so entering the premises.

- B) The Operator shall ensure that at least once a year, there is a successful inspection of:
- The hostel conducted by fire officials
  - The hostel conducted by public health officials
  - Heating equipment and chimneys by a qualified equipment supplier
  - Fire extinguishers, fire safety alarms, hose and standpipe equipment by a qualified fire equipment supplier
  - Heating, cooling and electrical equipment by a qualified supplier
- C) The Operator shall maintain and submit to the Director of Ontario Works, a copy of all successful or unsuccessful inspections made by any duly authorized municipal, provincial or federal inspector or qualified equipment supplier, including preventative maintenance and equipment service reports.
- D) The Operator shall ensure that at least once a month an inspection of fire extinguishers, hose and standpipe equipment is completed by hostel staff.

#### **1.15 Transfer and Discharge**

- A) The Operator shall ensure that transfer and discharge policies and procedures are established and maintained.

## 2.0 HOSTEL OPERATIONS

### 2.1 Physical Safety

- A) The Operator shall comply with all police, fire and sanitary regulations and all by-laws, laws and lawful orders and regulations imposed by any municipal, provincial or federal authority and will observe and obey the regulations and other requirements governing the operation of the hostel.
- B) The Operator shall ensure that the interior and exterior premises are free from hazards to ensure the safety of tenants, staff and visitors.
- C) The Operator shall ensure that access to stairwells and exits are free from obstruction and flammable materials.
- D) The Operator shall ensure that the following are installed and are in a good and safe condition:
  - Handrails on at least one side of any stairway
  - A structurally sound balustrade or guard rail in good repair on all open sides of a stairway, landing, raised porch or balcony or roof to which access is provided
  - Stair treads covered with an acceptable non-skid and fire retardant material
- E) The Operator shall ensure that elevators are maintained, inspected and display valid licenses.
- F) The Operator shall ensure that there is adequate protection from radiators and other heating sources.
- G) The Operator shall ensure that there are at least two separate means of egress to the outside from floors with sleeping accommodation.
- H) The Operator shall ensure that staff, and so far as possible, tenants are instructed in the method of sounding the fire alarm.
- I) The Operator shall ensure that written procedures for monthly fire drills are in place, that fire drills are practised at least monthly using the fire alarm to initiate the drill, and that a log is maintained outlining same.
- J) The Operator shall ensure a written procedure, including the duties of staff and tenants in accordance with the *Fire Protection and Prevention Act*, is established and followed when a fire alarm is called.
- K) The Operator shall ensure that emergency evacuation procedures are posted in a conspicuous place within the hostel's premises. The Operator shall ensure that all staff are trained in emergency evacuation of the hostel and in the use of fire

extinguishers and all tenants are informed of the evacuation plan when they become a tenant or as soon thereafter as is practical.

- L) The Owner shall ensure that written procedures are in place for other emergency situations such as medical emergencies, power failures and extreme heat or air quality alerts.
- M) The Operator shall ensure that an inspection of the building, including the equipment in the kitchen and laundry, is made each night to ensure there is no danger of fire.
- N) The Operator shall ensure that all doors to stairwells, all fire doors and all smoke barrier doors are kept closed at all times.

## **2.2 Health and Safety**

- A) The Operator shall ensure that policies and procedures are in place to promote the health and safety of tenants, staff and visitors in accordance with the *Occupational Health and Safety Act* and the WHMIS regulation.
- B) The Operator shall ensure that a First Aid Kit is available on the hostel's premises and is located in a safe and easily accessible location to all staff. The First Aid Kit must be checked and updated after every use.
- C) The Operator shall ensure that all requirements for the prevention, handling and reporting of communicable diseases, as prescribed by the Medical Officer of Health, are complied with. The Operator shall ensure that routine practices (universal precautions) are followed at all times.
- D) The Operator shall ensure that a staff member who has a communicable disease which might place tenants and/or staff at risk shall not continue to report for work until he/she is free of the communicable disease.
- E) The Operator shall ensure that in case of emergency, a call to 911 is a first priority. In addition, emergency phone numbers including those of police, fire department and ambulance, are to be posted near every telephone.
- F) The Operator shall ensure that telephone services by extensions or portable cell telephones are conveniently located throughout the premises to facilitate emergency calls and to summon assistance.
- G) The Operator shall ensure that the interior and exterior premises are free from vermin and pests at all times.
- H) The Operator shall ensure that parking areas, sidewalks, entrances, exits and roadways are cleared of snow and ice.

### **2.3 Medication Management/Drug Storage**

- A) The Operator shall ensure that drugs prescribed for tenants are dispensed by local pharmacies.
- B) The Operator shall permit tenants to self-administer prescribed drugs with the approval of and under the direction of a health care professional, and shall ensure that the self-administration of prescribed drugs is monitored and supervised by a person or persons competent to do so. Tenants who are able to self-administer their medication must have access to a locked, secure area in which to store their medication.
- C) The Operator shall ensure that all prescription drugs that are to be managed by the Operator are:
  - Kept in locked drug cabinets
  - Made available only to those tenants for whom and in the manner in which they have been prescribed by a physician
  - Provided directly to tenants with an accurate amount of liquid
  - Needles/sharps/syringes/vials/ampoules are to be disposed of in a bio-hazardous container immediately after use
  - Needles and syringes are not capped but placed immediately into a bio-hazardous container
  - Bio-hazardous containers are disposed of according to guidelines for toxic waste
  - Unused or out-dated medications are returned to the pharmacist supplier
  - Routine practices (universal precautions) procedures are followed
- D) The Operator shall ensure that any staff member administering drugs is at least eighteen (18) years of age; is able to read and follow directions; and is able to recognize and identify tenants. The staff member must sign or initial the medication charts as drugs are handed out.
- E) The Operator shall ensure that over the counter medication is kept in a safe location available only to designated staff.

### **2.4 Telephones**

- A) The Operator shall ensure that a non-pay telephone for local calls is available for the use of tenants 24 hours per day. Such a telephone must be located in a setting that offers privacy for tenants.

### **2.5 Furnishings**

- A) The Operator shall ensure that all household items are of a type, quality and quantity adequate to the needs of the tenants and in keeping with a home-like atmosphere.

## 2.6 Bedrooms

- A) The Operator will not permit any tenant to occupy for sleeping purposes any space in the hostel used as a lobby, hallway, closet, bathroom, kitchen, laundry room, dining room, communal area, stairway, cellar, furnace or utility room.
- B) The Operator shall ensure that each bedroom accommodates a maximum of three tenants.
- C) The Operator shall ensure a minimum of 140 square feet for each two bed room and a minimum of 210 square feet for each three bed room exclusive of storage space for clothing and personal belongings.
- D) The Operator shall ensure that tenant's beds are placed such that no part of the bed is closer than 30 inches to another bed and such that no bed overlaps a window or radiator.
- E) The Operator shall ensure that each bedroom has a minimum ceiling height of 7 feet 6 inches and that each bedroom contains at least one window capable of being opened directly to the outside.
- F) The Operator shall ensure that each tenant is provided with a bed, mattress, a bedside table, lamp, chair and a towel rack (towel rack to be available in the bedroom or bathroom). All of these items must be clean and in good repair.
- G) The Operator shall ensure that mattresses have a minimum width of 36 inches and are safe, sanitary and in good repair. Where possible, mattresses are covered with a flame-retardant and moisture-retardant material.
- H) The Operator shall ensure that each tenant is provided with a separate clothes closet or private personal space for the storage of personal effects.
- I) The Operator shall ensure that each bedroom is lockable from the inside. The Operator shall have an access key to each bedroom for use in an emergency situation and/or for cleaning.

## 2.7 Bathrooms/Washrooms

- A) The Operator shall ensure that the number of sanitary facilities are, at least:
  - One (1) washbasin for every six tenants;
  - One (1) flush toilet for every six tenants; and
  - One (1) bathtub or shower for every ten tenants
- B) The Operator shall provide at least one wash basin and toilet on each floor that is used by tenants.

- C) The Operator shall ensure that each facility is divided and enclosed to ensure privacy for tenants.
- D) The Operator shall ensure that commode chairs and bathing chairs are available at all times.
- E) The Operator shall ensure that each toilet and each bathtub have at least one grab bar or similar device of a type that will ensure the safety of tenants.
- F) The Operator shall ensure that each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall.
- G) The Operator shall ensure that each washroom, bathroom, shower/bath has a lock, which can be easily released from the outside in case of an emergency.
- H) The Operator shall ensure that where one or more tenants are confined to wheelchairs, there is at least one accessible washroom, toilet and shower.
- I) The Operator shall ensure that washrooms are equipped with an adequate supply of common toiletries such as toilet tissue and dispensing soap.
- J) The Operator shall ensure that sanitary facilities are equipped with receptacles of durable construction that can be easily cleaned, to hold either used towels, other soiled linen, or waste materials.
- K) The Operator shall ensure that shared and public washroom fixtures are cleaned and sanitized at least once each day and/or more frequently if necessary. Private bathroom fixtures must be cleaned and sanitized at least once per week.

## **2.8 Kitchens**

- A) The Operator shall ensure that all food storage, preparation and service areas meet the requirements of the Food Premises Regulations under the *Health Protection and Promotion Act*.
- B) The Operator shall ensure that hand washing facilities are designated and equipped with soap in a dispenser and with single service towels in a dispenser.
- C) The Operator shall ensure that all food is stored on racks or shelves that are not less than 15 cm above the floor.
- D) The Operator shall ensure that all kitchen surfaces, appliances and cooking utensils are maintained in a clean and sanitary manner at all times.
- E) The Operator shall ensure that all cleaning and hazardous materials are stored in an area separate from that in which food supplies are stored.

## 2.9 Common Areas

- A) The Operator shall ensure that an eating area is available to tenants that is large enough to accommodate at least 50% of the tenants at one time.
- B) The Operator shall ensure that an indoor communal area (available between the hours of 7:00 a.m. and 11:00 p.m.) is provided to permit tenants to gather together for the purpose of recreation, crafts, games and conversation.
- C) The Operator shall ensure that an outside recreation and sitting area is provided for tenants and that it is maintained in a safe and sanitary condition.
- D) The Operator shall ensure that furniture in the indoor communal area and in the outside recreation and sitting area is clean and in good condition.

## 2.10 Linens

- A) The Operator shall provide a quantity and quality of linen and bedding to ensure the comfort of tenants. It is recommended that, at minimum, one pillow and pillow case, two sheets, two blankets or one blanket and one comforter, be supplied to each tenant.
- B) The Operator shall provide each tenant with a bath towel, hand towel and face cloth which will be changed at minimum once per week.
- C) The Operator shall assume the cost of laundry and linen supplies.
- D) The Operator shall ensure there are sufficient linen supplies to ensure that bed linen is changed once per week and/or more frequently as required.
- E) The Operator shall collect and launder tenants' personal clothing at least once per week at no cost to the tenant.
- F) The Operator shall provide tenants with access to a washing machine, laundry soap, dryer, iron and ironing board (at no fee to the tenant) should the tenant wish to attend to his/her own personal laundry.
- G) The Operator shall ensure that laundry rooms are separated by construction from any food preparation or storage areas.

## 2.11 Water

- A) The Operator shall ensure the hostel water supply system meets the tenants' needs for potable water and for hot water.
- B) The Operator shall ensure that the water used by tenants does not exceed 49°C (120°F) and is controlled by a device, inaccessible to tenants, that regulates the temperature.

- C) The Operator shall conduct monthly checks to ensure that the maximum hot water temperature does not exceed 49°C (120°F) and shall record the findings in a log book containing the date and signature of the individual conducting the check.
- D) The Operator shall ensure that hot water heaters are set to 60°C to minimize bacterial growth in hot water.

### **2.12 Heating/Cooling**

- A) The Operator shall ensure that the hostel is maintained at an average temperature of 22°C (71.6°F).
- B) The Operator shall ensure that during periods of extreme heat, at minimum, air fans and sufficient drinking water are actively provided to tenants. Where possible, a room with air conditioning is to be provided.

### **2.13 Garbage**

- A) The Operator shall ensure that all garbage, rubbish, flammable material and other debris is removed daily from the hostel and disposed of in a manner satisfactory to the local municipality.
- B) The Owner shall ensure that rubbish and garbage is stored in receptacles that are covered with tight fitting lids, that are insect and rodent proof, and that are watertight.

### **2.14 Physical Accessibility**

- A) The Operator shall maintain at all times, access to the main level of the hostel for wheelchairs and persons with mobility challenges, with all ramps, railings and entry doorways for this purpose to be constructed and maintained to the current standards of the *Ontario Building Code*, *Municipal Property Maintenance By-law*, *Municipal Accessibility Plans/by-laws* and any updates or amendments thereto.
- B) The Operator shall not admit a tenant dependent on a wheelchair, walker or scooter unless the hostel is accessible to the mobility aid.
- C) The Operator shall ensure that each tenant's physical disability or functional limitations (e.g. vision or hearing loss) are able to be fully accommodated.

### **2.15 Lighting**

- A) The Operator shall ensure that the levels of illumination required under the *Ontario Building Code* and the *Ontario Fire Code* are maintained during all hours of operation.

- B) The Operator shall ensure that all lighting equipment provides illumination for the use of all indoor and outdoor spaces, including all hallways, stairways, landings, ramps and at all entrances and exits (including the exterior of the front and back doors).

#### **2.16 Ventilation**

- A) The Operator shall ensure that every room is ventilated by natural or mechanical means and is designed and installed in accordance with the *Ontario Building Code* so as to remove excess heat, humidity and odors.

#### **2.17 Windows**

- A) The Operator shall ensure that all operable windows have an attached screen in proper working order and appropriate window coverings to provide privacy and to prevent the entry of flies and other pests.

#### **2.18 Smoking Areas**

- A) The Operator shall ensure that all smoking areas are in compliance with the *Smoke Free Ontario Act*.

#### **2.19 Housekeeping**

- A) The Operator shall maintain the premises, its furnishings and equipment in a safe and clean condition and in a good state of repair.
- B) The Operator shall ensure that written housekeeping assignments and/or routines are in place.
- C) The Operator shall ensure that all furniture including couches, chairs and tables are cleaned and dusted at least once per week and household equipment is kept in safe working order.

## **3.0 HOSTEL SUPPORTS**

### **3.1 Activities of Daily Living**

- A) The Operator shall ensure that all tenants are encouraged to perform activities of daily living to the best of their ability.
- B) The Operator shall ensure that tenants are assisted with the activities of daily living (e.g. dressing, eating, personal hygiene, bathing, toileting) at a level required to meet the individual needs of tenants.
- C) Where it is in the best interests of a tenant to receive support and/or assistance with his or her personal care or activities of daily living from an external third party, the Operator shall cooperate fully in ensuring that such support and/or assistance is made available.
- D) The Operator shall ensure that tenants receive appropriate and reasonable adult guidance, support, and supervision to increase and/or improve their skills in performing daily living activities.
- E) The Operator shall assist tenants in obtaining a suitable quantity of clean, weather appropriate clothing (at no expense to the Operator).
- F) The Operator shall require that tenants maintain a satisfactory level of personal hygiene and bathe at least once per week.

### **3.2 Tenant Well-Being**

- A) The Operator shall provide a residential living environment which promotes and enhances the independence and healthy living of tenants including the ability of tenants to participate in decisions about their personal care and health needs.
- B) The Operator shall ensure that tenants have access to social, recreational, leisure, entertainment, educational and spiritual activities or to other programs according to each tenant's personal interests and preferences, either within the domiciliary hostel or by referral to community resources.
- C) The Operator shall ensure that encouragement is given to the preservation, maintenance and development of family relationships, social contacts and positive community relationships.
- D) The Operator shall ensure that linkages are established with community-based providers of health and social services.
- E) The Operator shall ensure that tenants have access to and shall encourage participation in programs and services that would enhance their individual well-being

and independence (e.g. mental health day programs, self-help groups, life skills training).

- F) The Operator shall encourage tenants to participate in the daily operation of the home (e.g. meal planning and preparation, housekeeping, laundry, decorating, gardening) to the best of their ability. Such work shall not be an unpaid substitute for adult staff, nor punishment, nor work for keep.
- G) The Operator shall provide a bulletin board to post notices of in-house and community events, evacuation procedures, etc.
- H) The Operator shall post a weekly schedule regarding tenants' laundry days and tenants' bath schedules.
- I) The Operator shall ensure that all tenants are provided with adequate and appropriate medical care including:
  - At least annual appraisal of health, vision, dental and hearing status of the tenant
  - Medication or treatment in accordance with the directions of the tenant's physician including such special diets as the physician directs
  - Coordination with and tenant access to community health programs including immunization programs

### **3.3 Tenancy Agreements**

- A) The Operator shall enter into a written Tenancy Agreement with each tenant who is admitted to the domiciliary hostel. The Tenancy Agreement shall be signed by the tenant, retained in the tenant's file and a copy provided to the tenant in accordance with the *Residential Tenancies Act*.
- B) The Operator shall provide each tenant with a Care Home Information Package (CHIP). The CHIP shall be signed by the tenant and a copy retained in the tenant file.

### **3.4 Access to Home**

- A) The Operator shall ensure that tenants have access to the domiciliary hostel on a twenty-four (24) hour basis. Tenants shall be allowed to come and go based on individual schedules but shall observe common courtesies regarding late night access to the domiciliary hostel. No tenant shall be prohibited access to the hostel based on hour of entry.
- B) The Operator shall ensure that tenants have the right to have visitors at the domiciliary hostel as long as the visitors do not interfere with the privacy and rights of other tenants or the usual operation of the hostel.

- C) The Operator shall allow health care and/or support professionals access to tenants within the domiciliary hostel and shall cooperate fully with such professionals.

### **3.5 Privacy**

- A) The Operator shall ensure that all mail received and sent by tenants is unopened.
- B) The Operator shall make every effort to provide a private space for a tenant for visits with family, friends, advocates, service providers, etc.
- C) The Operator shall not enter a tenant's bedroom without knocking first and asking permission to enter unless there is an emergency where the tenant's or another tenant's safety is in question.

### **3.6 Rights/Responsibilities**

- A) Tenant and Operator rights and responsibilities shall be adhered to as legislated in the *Residential Tenancies Act*.
- B) The Operator shall ensure that services are provided in an atmosphere of dignity and respect for all tenants.
- C) The Operator shall ensure that the fundamental human rights of tenants are respected at all times including the right to privacy, confidentiality of personal records, the right to have opinions heard and to be included, to the greatest extent possible, when any decisions are made which affect their lives.
- D) The Operator shall not subject tenants to physical restraints of any kind.
- E) The Operator shall ensure that tenants are not subjected to emotional, physical or sexual violence or to threats of violence or abuse.
- F) Where a tenant's refusal to attend to their personal care infringes upon the rights of other tenants, the Operator shall discuss this matter with the tenant in private and in a manner which at all times respects the tenant's rights and dignity.
- G) The Operator shall establish House Rules including tenant rights and responsibilities and shall provide a copy of those rules to each tenant upon admission and shall post house rules in a location that is accessible to tenants and staff.
- H) The Operator shall inform and assist tenants in accessing advocacy and support agencies available to them which can assist them in promoting their rights.

### **3.7 House Meetings**

- A) The Operator shall offer regular house meetings for the purpose of providing tenants with the opportunity to:

- Discuss the operation of the domiciliary hostel and other related matters
- Participate in house discussions with staff
- Have a forum for information sharing
- Have an opportunity for mediation and resolution of tenant disputes within the home
- Facilitate the house meeting with the encouragement and support of staff

### **3.8 Conflict Resolution**

- A) The Operator shall ensure that policies and procedures are in place to manage written or verbal complaints regarding the domiciliary hostel and its services and to respond to requests or suggestions made by a tenant or a tenant's representative or advocate.
- B) The Operator shall respond professionally, appropriately and in a timely manner to all written and verbal requests, complaints or suggestions. The Operator shall ensure that confidentiality is respected at all times. Records should be maintained which detail the nature of the request complaint or suggestion, the date received, the feedback provided, the actions taken to resolve the issue and the follow-up required.
- C) The Operator will inform the Director of Ontario Works of any written or verbal complaints received and the proposed resolution of the complaint within 24 hours of receiving the complaint or if on the weekend, on the next business day. The Director of Ontario Works will follow-up with the Operator within three business days to ensure the successful resolution of the complaint.
- D) The Operator shall establish protocols for conflict resolution between the Operator and a tenant, staff and tenants, and tenants and tenants.

### **3.9 Meals/Nutrition**

- A) The Operator shall serve meals which are appetizing, prepared and served at the correct temperature and time, and are culturally appropriate.
- B) The Operator shall ensure that tenants are served a minimum of three meals per day, snacks between meals and access to beverages in addition to water with all snacks and meals.
- C) The Operator shall ensure that the time intervals between each meal are regular but flexible in response to other household routines and activities.
- D) The Operator shall ensure that meals will meet the special dietary needs of tenants requiring a diet for treatment or maintenance of good health.
- E) The Operator shall arrange for a medical or nutritional assessment for tenants who appear to be undernourished, underweight or overweight.

- F) The Operator shall ensure that upon advance notice, a meal is set aside or a bag/box lunch is prepared for tenants who are absent during a meal period to attend school, treatment, employment or other activity.
- G) The Operator shall ensure there is sufficient equipment and facilities to serve meals in other rooms when necessary due to illness.

### **3.10 Menus**

- A) The Operator shall ensure that menus are planned to provide balanced nutrition, variety from each of the food groups according to *Canada's Food Guide to Healthy Eating*, and include alternate choices at each meal.
- B) The Operator shall ensure that menus are planned at least one week in advance and are posted in a conspicuous place within the hostel. Every menu shall bear the date of posting and shall be retained on file for ninety (90) days following such date.
- C) The Operator shall encourage tenants to participate in menu planning, food purchase and meal preparation as is practical and as desired by the residents.
- D) The Operator shall ensure that the menu offers a main meal including a hot entrée served at noon time or in the evening.

### **3.11 Bedrooms – Personal Use**

- A) The Operator shall ensure that each bedroom is comfortable for sleeping and engaging in quiet activities. Residents shall be free to decorate their rooms and hang wall adornments to their own taste unless such adornments are offensive to others sharing the room or pose a safety hazard.
- B) The Operator shall allow tenants to have their own radio, television and clock in their bedroom in keeping with safety requirements and the house rules.
- C) The Operator shall ensure that bedroom doors are lockable from the inside and the Operator shall have an access key to each room for use in an emergency situation and/or for cleaning.
- D) The Operator shall ensure that tenants have access to their bedrooms at all times.

### **3.12 Home Entertainment**

- A) The Operator shall provide at least one television for tenant's use in the common area.

### **3.13 Transportation**

94

- A) The Operator shall assist tenants in accessing transportation to medical and health-related appointments and to social, recreational, leisure, spiritual, educational or employment activities.

*This glossary is intended to provide a clear understanding of some of the key words and terms used in the Domiciliary Hostel Standards and as understood by the City of St. Thomas.*

**Advocate:** An individual that supports and assists a tenant to express his or her wishes, to understand his or her rights, and to facilitate his or her access to required services.

**Agreement:** A mutual and legally binding understanding between the City and an Operator as to their respective rights and obligations.

**Canada Pension Plan (CPP):** Disability or survivor benefits available to the tenant as a result of the tenant's or tenant's spouse's contributions to the Canada Pension Plan.

**Communicable Diseases:** Illnesses caused by microorganisms and transmitted from an infected person to another person. Some diseases are passed on by direct or indirect contact with infected persons or with their excretions. Such diseases include diphtheria, measles, mumps, whooping cough, influenza, scarlet fever and small pox.

**Consolidated Municipal Service Manager (CMSM):** Municipalities and District Social Services Administration Boards to which the Province of Ontario has devolved responsibility for the management and delivery of Ontario Works, child care, and social housing. Some CMSMs are also responsible for land ambulance and public health.

**Director of Ontario Works:** The senior staff member of St. Thomas – Elgin Ontario Works and/or his or her designate.

**Domiciliary Hostel Program:** A discretionary program managed by CMSMs that provides permanent accommodation, limited services to vulnerable adults with special needs, and 24-hour supervision.

**Liquid Assets:** Assets that are readily converted to cash including bank accounts, guaranteed investment certificates, bonds, stocks. Other assets such as funds held in trust, insurance policies and retirement savings plans may or may not be considered as 'liquid' depending upon the terms specified.

**Medical Officer of Health:** The Medical Officer of Health for Elgin County as defined by the *Health Protection and Promotion Act*.

**Ministry:** The Ministry of Community and Social Services of the Province of Ontario

**Ontario Disability Support Program (ODSP):** Under the authority of the *Ontario Disability Support Program Act* income support is provided for people with disabilities and employment support is provided for people with disabilities who want to work. All applicants are assessed to identify whether they are persons with disabilities and whether they meet the financial criteria of the Program.

**Ontario Works (OW):** Under the authority of the *Ontario Works Act*, temporary employment and financial assistance is provided to people in financial need including single people, couples with and without children, and sole support parents.

**Operator:** The owner, corporation or Board of Directors under agreement with the City of St. Thomas.

**Routine Practices:** The standard preventative measures to be taken by those in contact with persons affected by a communicable disease to avoid contracting or transmitting the disease. Staff and volunteers must avoid all contact with moist body substances by the use of personal protective equipment (e.g. non-porous gloves) and work practices. Routine practices apply to blood, all body fluids, secretions and excretions, non-intact skin, and mucous membranes. Careful handling and disposal of sharp medical instruments such as hypodermic needles are also included in routine practices.

**Service System Manager:** A CMSM with responsibility for local service system planning, resource allocation and reallocation, accountability and quality assurance as designated by the Province of Ontario. The Corporation of the City of St. Thomas has been so designated by the Province of Ontario for the purposes of social assistance, social housing, homelessness, and child care.

**Staff:** The Operator of a domiciliary hostel and their employees and volunteers.

**Tenant:** Any vulnerable adult with special needs who is residing in a domiciliary hostel.

**Tenant's Representative:** A person who assists the tenant in expressing his or her wishes and in understanding his or her rights. A representative may be a family member or friend designated by the resident or a legally designated representative appointed under the *Substitute Decisions Act*.

**Vulnerable Adult with Special Needs:** Any individual experiencing mental illness, substance abuse issues, developmental delays, cognitive impairment, organic/acquired brain injury, and/or who is frail and elderly.

**St. Thomas – Elgin Domiciliary Hostel Program**  
**Monitoring and Compliance Tool (Ontario Works)**

Monitoring and compliance reviews can take place at any time throughout the year on an as-needed basis. They can either be announced with notice or unannounced with the purpose of observing the domiciliary care services and to verify that the services for tenants are being provided in accordance with the St. Thomas – Elgin Domiciliary Hostel Standards. During the visits, site reviewers may wish to meet with the Operator and/or Board members, staff and tenants. The nature of the assessment is a discussion with the above representatives using the Monitoring and Compliance Tool, a review of appropriate documentation, and general observations.

Name of Domiciliary Hostel:

**1.0 PROGRAM ADMINISTRATION**

1.4	Tenant Absence	Score	Comments / Action Required
OW	Director is notified within 24 hours that a tenant has been admitted to hospital, is otherwise absent for any reason, or that the care that has been provided is no longer adequate or required by the tenant.		
OW	Director is notified within 24 hours that the tenant intends to move, has been accepted for placement in other suitable accommodation, or for placement in a long term care facility.		

1.5	Confidentiality	Score	Comments / Action Required
OW	The health-related information in a tenant's file is accurate, complete and up to date.		
OW	The informed, knowledgeable, written consent of the tenant has been received for the collection, use and disclosure of personal information.		
OW	The written consent of an appropriate individual has been provided if a tenant is unable to give informed consent.		

<b>1.6</b>	<b>Tenant Files</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Tenant files are stored in a secure area.		
OW	Tenant files contain the required personal information, medical information and personal care information (see Tenant File Review Checklist).		
OW	Tenant files contain correspondence sent to and from the Operator with respect to the tenant; signed copies of the Tenancy Agreement; Care Home Information Package and House rules; and appropriate signed consent forms (see Tenant File Review Checklist).		
OW	Files of former tenants are retained for seven years and appropriately destroyed.		

<b>1.7</b>	<b>Serious Occurrences</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	The Director is notified within 24 hours of each serious occurrence.		
OW	Tenants are informed of their right to report a serious occurrence to the Director.		
OW	The proper authorities are notified of serious occurrences.		
OW	An annual summary and analysis report is submitted to the Director.		

<b>1.8</b>	<b>Personal Needs Benefit - Process</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	The tenants use their Personal Needs Benefit as general spending money (e.g. It is not used to purchase goods or services that are to be provided by the Operator).		

<b>1.9</b>	<b>Personal Needs Benefit &amp; Other Financial Resources – Mngt.</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	A signed consent is on file in those instances where the Operator manages a tenant's Personal Needs Benefit or other financial resources.		
OW	Tenant's financial files are separate from personal files and are kept in a secure and confidential fashion.		
OW	A Tenants' Trust account has been established.		
OW	A record of account is maintained showing all deposits & withdrawals from the Tenants' Trust Account, the corresponding name of the tenant, and the date for each deposit and withdrawal is maintained.		
OW	A separate individual record for each tenant for whom monies are handled		

46

<b>1.9</b>	<b>Personal Needs Benefit &amp; Other Financial Resources – Mngt.</b>	<b>Score</b>	<b>Comments / Action Required</b>
	is maintained noting all withdrawals and deposits, the purpose and particulars of monies disbursed from cash on hand, and the balance in cash on hand and in the Tenants' Trust Account attributable to the tenant.		
OW	The spending money of each tenant is not accumulated as cash on hand for more than one month but is instead deposited into the Tenants' Trust Account.		
OW	Deposit books, deposit slips, bank statements, cheque books, cancelled cheques, records of the Tenants' Trust Account and of individual tenant finances, receipts and the written instructions of a tenant's trustee or legal representative are retained for not less than six years.		
OW	An annual financial statement and auditor's report of the Tenant's Trust Account is provided to the Director by March 31 <sup>st</sup> of each year.		

99

<b>1.10</b>	<b>Staff Qualifications</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Staff are at least eighteen years old.		
OW	Staff are legally able to work in Canada.		
OW	Staff are literate in spoken and written English.		
OW	Staff have at least three years relevant experience working with vulnerable adults; or a secondary school diploma and at least 6 months relevant experience; or a suitable level of post-secondary education.		
OW	Acceptable Canadian Police Clearance Certificates are on file for each new staff member. Existing employees have voluntarily submitted a Certificate.		
OW	Written job descriptions are available for all positions.		
OW	New staff are given a copy of their job description and are oriented to their particular job, internal policies and procedures and the staff Code of Conduct.		
OW	Staff are provided with professional development opportunities.		
OW	Staff obtain First Aid and CPR certificates within first year of employment and keep certificates current.		
OW	At least one staff member possessing a Food Handler Certificate is on duty during food handling and preparation.		
OW	It is recommended that staff have a pre-employment TB skin test, immunization against Hepatitis B and an annual influenza vaccination.		

<b>1.11</b>	<b>Staffing Levels</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	An identifiable person is designated at all times to be accountable for the management, operation and maintenance of the hostel.		
OW	A minimum of one (1) direct care staff member whose primary duty is the supervision of tenants is in attendance at the hostel at all times, 24 hours per day.		
OW	A sufficient number of direct care staff whose primary duty is the supervision of tenants is on duty to ensure compliance with the Agreement and Standards, to ensure the safety of tenants, and to adequately meet tenant needs.		
OW	A nurse is available on call at all times and information on how to contact the nurse is clearly displayed throughout the hostel.		
OW	Sufficient kitchen and housekeeping staff are in attendance at appropriate times.		

<b>1.12</b>	<b>Staff Conduct</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	A staff Code of Conduct is established and posted within the hostel.		
OW	Harassment and abuse policies are established.		
OW	Staff Code of Conduct forbids personal or sexual relationships with tenants.		
OW	Staff Code of Conduct prohibits physical searches of tenants.		

<b>1.13</b>	<b>Insurance</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	At least \$3M in insurance coverage is provided for public liability, bodily injury and property damage naming the City and the Operator as jointly insured.		
OW	A certificate of insurance is provided annually to the City.		

<b>1.14</b>	<b>Inspections</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	The Operator does not obstruct or prevent officials from entering the premises for the purpose of inspections.		
OW	A successful inspection by fire officials at least once a year (copy on file).		
OW	A successful inspection by public health officials at least once a year (copy on file).		
OW	A successful inspection of heating, cooling and electrical equipment by a		

1.14	Inspections	Score	Comments / Action Required
	qualified supplier at least once a year (copy on file).		
OW	A successful inspection of chimneys at least once a year by a qualified supplier (copy on file).		
OW	A successful inspection of fire extinguishers, fire safety alarms, hose and standpipe equipment at least once a year by a qualified supplier (copy on file).		
OW	Monthly inspections of fire extinguishers, hose and standpipe equipment by staff.		

1.15	Transfer and Discharge	Score	Comments / Action Required
OW	Policies and procedures are in place for tenant transfer and discharge.		

2.0 HOSTEL OPERATIONS

2.1	Physical Safety	Score	Comments / Action Required
OW	Written procedures are in place for other emergency situations (e.g. medical emergencies, power failures, extreme heat or air quality alerts).		
OW	Nightly inspections of the building are logged.		
OW	All doors to stairwells, fire doors and smoke barrier doors are kept closed at all times.		

2.2	Health and Safety	Score	Comments / Action Required
OW	Staff have received WHMIS training in the safe storage, handling and use of controlled products.		
OW	Material Safety Data Sheets are readily accessible to staff.		
OW	First Aid kit accessible to staff – to be checked and updated after each use.		
OW	Emergency phone numbers, police, fire and ambulance are posted near every telephone.		
OW	Parking areas, sidewalks, entrances, exits and roadways clear of snow and ice.		

<b>2.4</b>	<b>Telephones</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Non-pay telephone for local calls is available 24 hours a day in a setting that offers privacy.		

<b>2.5</b>	<b>Furnishings</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Furnishings are in keeping with a home-like atmosphere		

<b>2.6</b>	<b>Bedrooms</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Sleeping areas are not in a lobby, hallway, closet, bathroom, kitchen, laundry room, dining room, communal area, stairway, cellar, furnace room or utility room.		
OW	Bedrooms accommodate a maximum of three people.		
OW	Minimum of 140 square feet or each two bed room and minimum of 210 square feet for each three bed room exclusive of storage space.		
OW	No part of a bed is closer than 30 inches to another bed and does not overlap a window or radiator.		
OW	Minimum ceiling height of 7 feet 6 inches and contains at least one window which opens to the outside.		
OW	Each tenant is provided with a bed, mattress, beside table, lamp, chair and towel rack, all in good repair.		
OW	Mattresses have a minimum width of 36 inches and where possible are covered with a flame-retardant and moisture-retardant material.		
OW	Each tenant is provided with separate clothes closet o private personal space for the storage of personal effects.		
OW	Each bedroom is lockable from the inside and Operator has an access key.		

<b>2.7</b>	<b>Bathrooms/Washrooms</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	At least one washbasin for every six tenants.		
OW	At least one flush toilet for every six tenants.		
OW	At least one bathtub or shower for every ten tenants.		
OW	At least one washbasin and toilet on each floor that is used by tenants.		
OW	Each facility is divided and enclosed to ensure privacy.		
OW	Commode chairs and bathing chairs are available.		
OW	Each toilet and bathtub have at least one grab bar.		
OW	Each bathtub and shower stall is furnished with slip resistant material that		

2.7	Bathrooms/Washrooms	Score	Comments / Action Required
	adheres to the bottom of the tub/shower stall.		
OW	Each washroom, bathroom, shower/bath has a lock which can be released from the outside.		
OW	At least one accessible washroom, toilet and shower for tenants confined to a wheelchair.		
OW	Washrooms are equipped with adequate supply of common toiletries (toilet tissue, dispensing soap).		
OW	Sanitary facilities are equipped with receptacles of durable construction that can be easily cleaned to hold either used towels, other soiled linen or waste materials.		
OW	Shared and public washrooms are cleaned and sanitized at least once each day. Private bathroom fixtures are cleaned and sanitized at least once per week.		

2.9	Common Areas	Score	Comments / Action Required
OW	An eating area that is large enough to accommodate at least 50% of the tenants is available.		
OW	An indoor communal area is available between 7:00 am and 11:00 pm.		
OW	An outside recreation and sitting area is available and maintained in a safe and sanitary condition.		
OW	Furniture in the indoor and outdoor communal areas is clean and in good condition.		

2.10	Linens	Score	Comments / Action Required
OW	At minimum each tenant is provide with one pillow and pillow case, two sheets, two blankets or one blanket and comforter.		
OW	Each tenant is provided with a bath towel, hand towel and face cloth which is changed at minimum once per week.		
OW	Bed linen is changed at least once per week or more frequently as required.		
OW	Each tenant's personal clothing is laundered at least once per week at no cost to the tenant.		
OW	Tenants have access to laundering equipment (at no fee to the tenant) to attend to their personal laundry should they so wish.		

OW	The laundry room is separated by construction from the food preparation and storage areas.		
----	--	--	--

<b>2.12</b>	<b>Heating/Cooling</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	An average temperature of 22°C is maintained in the hostel.		
OW	During periods of extreme heat, at minimum, air fans and sufficient drinking water is provided.		

<b>2.13</b>	<b>Garbage</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Garbage, rubbish, flammable material and other debris is removed daily and disposed of in a satisfactory manner.		
OW	Garbage receptacles have tight fitting lids that are insect and rodent proof and that are watertight.		

<b>2.14</b>	<b>Physical Accessibility</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Tenants' physical disabilities and functional limitations are fully accommodated.		

<b>2.17</b>	<b>Windows</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Operable windows have an attached screen in proper working order and appropriate window coverings.		

<b>2.19</b>	<b>Housekeeping</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	The premises, furnishings and equipments are maintained in a safe and clean condition and in a good state of repair.		
OW	Written housekeeping assignments and routines are in place.		
OW	All furniture is cleaned and dusted at least one per week.		

104

3.0 HOSTEL SUPPORTS

3.1	Activities of Daily Living	Score	Comments / Action Required
OW	Tenants are encouraged to perform activities of daily living to the best of their ability.		
OW	Tenants are assisted with the activities of daily living at a level required to meet their needs.		
OW	The Operator cooperates fully when a third party is required to assist with activities of daily living.		
OW	Tenants receive appropriate and reasonable guidance, support and supervision to increase or improve their skills in performing activities of daily living.		
OW	Tenants are assisted in obtaining a suitable quantity of clean, weather appropriate clothing.		
OW	Tenants maintain a satisfactory level of personal hygiene and bathe at least once per week.		

3.2	Tenant Well-Being	Score	Comments / Action Required
OW	Tenants have the ability to participate in decisions about their personal care and health needs.		
OW	Tenants have access to social, recreational, leisure, entertainment educational and spiritual activities and programs.		
OW	Tenants are encouraged to preserve, maintain and develop family relationships, social contacts and positive community relationships.		
OW	Linkages are established with community-based providers of health and social services.		
OW	Tenants are encouraged to participate in the daily operation of the hostel.		
OW	A bulletin board is used to post notices of in-house and community events, evacuation procedures, etc.		
OW	A weekly schedule of tenants' laundry days and bath schedules is posted.		
OW	Tenants have at least an annual appraisal of health, vision, dental and hearing status.		

3.3	Tenancy Agreements	Score	Comments / Action Required
OW	A Tenancy Agreement is signed by each tenant, retained in the respective tenant file and a copy provided to each tenant.		
OW	Each tenant is provided with a Care Home Information Package that is signed by the tenant and a copy retained in the tenant file.		

3.4	Access to Home	Score	Comments / Action Required
OW	Tenants have access to the hostel 24 hours per day.		
OW	Tenants have the right to have visitors.		
OW	Health care and/or support professionals have access to tenants and the Operator cooperates fully with such professionals.		

3.5	Privacy	Score	Comments / Action Required
OW	All mail received and sent by tenants is unopened.		
OW	A private space is provided for tenants to meet with visitors and professionals.		
OW	The Operator does not enter a tenant's bedroom without knocking first and asking permission to enter.		

3.6	Rights/Responsibilities	Score	Comments / Action Required
OW	Services are provided in an atmosphere of dignity and respect for all tenants.		
OW	Tenants are not subjected to physical restraints of any kind.		
OW	Tenants are not subjected to emotional, physical or sexual violence or to threats of violence or abuse.		
OW	House Rules are given to tenants upon admission and are posted in a location that is accessible to tenants.		
OW	Tenants are assisted in accessing advocacy and support agencies to assist them in promoting their rights.		

<b>3.7</b>	<b>House Meetings</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Regular house meetings are provided to give tenants the opportunity to discuss the operation of the hostel and other related matters; to participate in house discussions with staff; to have a forum for information sharing; and to mediate and resolve tenant disputes.		

<b>3.8</b>	<b>Conflict Resolution</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Policies and procedures are in place to manage written or verbal complaints and to respond to requests and suggestions from tenants, their representatives or their advocates.		
OW	Records are maintained which detail the nature of the complaint or suggestion, the date received, the feedback provided, the actions taken to resolve the issue and the follow-up required.		
OW	The Director is notified within 24hours of any complaint received.		
OW	Protocols are in place for conflict resolution between the Operator and a tenant, staff and tenants, and tenants and tenants.		

<b>3.9</b>	<b>Meals/Nutrition</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Tenants are served a minimum of three meals per day, snacks between meals, and access to beverages in addition to water with all snacks and meals.		
OW	Medical or nutritional assessments are arranged for tenants who appear undernourished, underweight or overweight.		
OW	A meal is set aside or a box lunch prepared for tenants who are absent during meal periods.		

<b>3.10</b>	<b>Menus</b>	<b>Score</b>	<b>Comments / Action Required</b>
OW	Menus are planned at least one week in advance and are posted in a conspicuous place. Menus bear the date of posting and are retained for 90 days.		
OW	Tenants are encouraged to participate in menu planning, food purchase and meal preparation.		

107

3.11 Bedrooms – Personal Use		Score	Comments / Action Required
OW	Each bedroom is comfortable for sleeping and engaging in quiet activities. Residents are free to decorate their room and hand wall adornments.		
OW	Tenants are permitted to have their own radio, television and/or clock in their room.		
OW	Bedroom doors are lockable from the inside and the Operator has an access key.		
OW	Tenants have access to their bedrooms at all times.		

3.12 Home Entertainment		Score	Comments / Action Required
OW	At least one television is provided for the use of tenants.		

3.13 Transportation		Score	Comments / Action Required
OW	Tenants are assisted in accessing transportation to medical and health-related appointments and to social, recreational, leisure, spiritual, educational or employment activities.		

101

Review Completed By:

Date Review Completed:

Summary of Review (Ontario Works)

1.0 PROGRAM ADMINISTRATION

Total Number of Standards: 52

Number of Applicable Standards:

Number of Standards 'Not Acceptable': # x 1 =

Number of Standards 'Needs Some Improvement': # x 2 =

Number of Standards 'Meets all Standards': # x 3 =

Number of Standards 'Above Average': # x 4 =

Total Score:

2.0 HOSTEL OPERATIONS

Total Number of Standards: 51

Number of Applicable Standards:

Number of Standards 'Not Acceptable': # x 1 =

Number of Standards 'Needs Some Improvement': # x 2 =

Number of Standards 'Meets all Standards': # x 3 =

Number of Standards 'Above Average': # x 4 =

Total Score:

3.0 HOSTEL SUPPORTS

Total Number of Standards: 43

Number of Applicable Standards:

Number of Standards 'Not Acceptable': # x 1 =

Number of Standards 'Needs Some Improvement': # x 2 =

Number of Standards 'Meets all Standards': # x 3 =

Number of Standards 'Above Average': # x 4 =

Total Score:

**St. Thomas – Elgin Domiciliary Hostel Program**  
**Monitoring and Compliance Tool (Fire)**

Monitoring and compliance reviews can take place at any time throughout the year on an as-needed basis. They can either be announced with notice or unannounced with the purpose of observing the domiciliary care services and to verify that the services for tenants are being provided in accordance with the St. Thomas – Elgin Domiciliary Hostel Standards. During the visits, site reviewers may wish to meet with the Operator and/or Board members, staff and tenants. The nature of the assessment is a discussion with the above representatives using the Monitoring and Compliance Tool, a review of appropriate documentation, and general observations.

Name of Domiciliary Hostel:

**2.0. HOSTEL OPERATIONS**

2.1	Physical Safety	Score	Comments / Action Required
F	Staff and tenants are instructed in sounding the fire alarm.		
F	Written procedures are in place for monthly fire drills and a log is maintained verifying that drills are practiced monthly.		
F	Emergency evacuation procedure are posted in a conspicuous place.		
F	Staff are trained in the use of fire extinguishers and tenants are informed of the evacuation plan.		

Other Comments:

**St. Thomas – Elgin Domiciliary Hostel Program**  
**Monitoring and Compliance Tool (Environmental Services)**

Monitoring and compliance reviews can take place at any time throughout the year on an as-needed basis. They can either be announced with notice or unannounced with the purpose of observing the domiciliary care services and to verify that the services for tenants are being provided in accordance with the St. Thomas – Elgin Domiciliary Hostel Standards. During the visits, site reviewers may wish to meet with the Operator and/or Board members, staff and tenants. The nature of the assessment is a discussion with the above representatives using the Monitoring and Compliance Tool, a review of appropriate documentation, and general observations.

Name of Domiciliary Hostel:

**2.0. HOSTEL OPERATIONS**

2.1	Physical Safety	Score	Comments / Action Required
ES	Interior and exterior are free from hazards.		
ES	Access to stairwells and exits are free from obstruction and flammable materials.		
ES	Handrails are installed on at least one side of any stairway.		
ES	Open sides of a stairway, landing, raised porch, balcony or roof to which access is provided are protected with guard rails.		
ES	Non-skid and fire retardant material covers stair treads.		
ES	Elevators display valid licenses.		
ES	Adequate protection is in place from radiators and other heating sources.		
ES	At least two separate means of egress to the outside from floors with sleeping accommodation.		

2.14	Physical Accessibility	Score	Comments / Action Required
ES	Physical accessibility to the main level of the hostel is in compliance with the Ontario Building Code.		



2.15	Lighting	Score	Comments / Action Required
ES	Levels of illumination required under the Ontario Building Code and Ontario Fire Code are maintained during all hours of operation.		

2.16	Ventilation	Score	Comments / Action Required
ES	Every room is ventilated by a natural or mechanical means which complies with the Ontario Building Code.		

Other Comments:

## St. Thomas – Elgin Domiciliary Hostel Program Monitoring and Compliance Tool (Public Health)

Monitoring and compliance reviews can take place at any time throughout the year on an as-needed basis. They can either be announced with notice or unannounced with the purpose of observing the domiciliary care services and to verify that the services for tenants are being provided in accordance with the St. Thomas – Elgin Domiciliary Hostel Standards. During the visits, site reviewers may wish to meet with the Operator and/or Board members, staff and tenants. The nature of the assessment is a discussion with the above representatives using the Monitoring and Compliance Tool, a review of appropriate documentation, and general observations.

Name of Domiciliary Hostel:

2.2	Health and Safety	Score	Comments / Action Required
PH	Compliance in the prevention, handling and reporting of communicable diseases.		
PH	Interior and exterior free from vermin and pests.		

2.3	Medication Management/Drug Storage	Score	Comments / Action Required
PH	Prescribed drugs are dispensed by local pharmacies.		
PH	Self-administered medication is in a locked, secure area.		
PH	Prescription drugs are kept in locked cabinets.		
PH	Prescription drugs are made available in the manner prescribed.		
PH	Prescription drugs are provided with an accurate amount of liquid.		
PH	Needles, sharps, syringes, vials and ampoules are disposed of in bio-hazardous containers.		
PH	Bio-hazardous containers are properly disposed of.		
PH	Unused or out-dated medications are returned to pharmacist supplier.		
PH	Routine practices are followed.		
PH	Staff sign or initial medication charts.		
PH	Over the counter medication is kept in a safe location.		

2.8 Kitchens		Score	Comments / Action Required
PH	All food storage preparation and service areas meet the requirements of the Health Protection and Promotion Act.		
PH	Hand washing facilities are designated and equipped with soap in a dispenser and with single service towels in a dispenser.		
PH	All food is stored on racks or shelves that are not less than 15 cm above the floor.		
PH	All kitchen surfaces, appliances and cooking utensils are maintained in a clean and sanitary manner.		
PH	All cleaning and hazardous materials are stored separate from food supplies.		

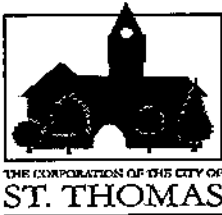
2.11 Water		Score	Comments / Action Required
PH	The water supply meets the tenants' needs for potable water and for hot water.		
PH	The water used by tenants does not exceed 49°C and is controlled by a device, inaccessible to tenants, that regulates the temperature.		
PH	Hot water heaters are set at 60°C.		

2.18 Smoking Area		Score	Comments / Action Required
PH	Smoking areas are in compliance with the Smoke Free Ontario Act.		

3.9 Meals/Nutrition		Score	Comments / Action Required
PH	Meals meet the special dietary needs of tenants.		

3.10 Menus		Score	Comments / Action Required
PH	Menus are in accordance with Canada's Food Guide to Healthy Eating.		

Other Comments:



115

Serious Incident Report

Year-to-date SI Total \_\_\_\_\_  
(including current SI)

Service Provider		Executive Director/ Administrator		Board President/ Owner (as applicable)	
Address					
Street Number		Street Name		Unit / Suite	
City / Town		Province	Postal Code	Telephone Number (     )	
Date of Occurrence (yyyy/mm/dd)		Time	Date Information Received by Person Completing Report (yyyy/mm/dd)		Time
Name of Client (s) Involved (First Name and Initial of Surname)					Age
Has Client been involved in another Serious Incident within past 12 months? Yes ____ No			If yes, provide Date(s)/ identifying number of previous Incident Reports:		

Type of Serious Incident

<input type="checkbox"/> 1. Death      Coroner Notified: <input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, by whom: <input type="checkbox"/> provider <input type="checkbox"/> hospital <input type="checkbox"/> other	
<input type="checkbox"/> 2. Serious Injury: <input type="checkbox"/> caused by service provider <input type="checkbox"/> accidental <input type="checkbox"/> self-inflicted/ unexplained – treatment required	
<input type="checkbox"/> 3. Alleged abuse/ mistreatment	<input type="checkbox"/> 4. Missing Client
<input type="checkbox"/> 5. Disaster on premises, specify:	<input type="checkbox"/> 6. Complaint about service standard
<input type="checkbox"/> 7. Complaint made by or about client, or other SI re: Client	

Description of the Serious Incident (if additional space required, attach details)

- What Happened?

- Client Allegation / Client Views (if applicable)

- When and Where it Happened?

- When it was Reported, to Whom, by Whom?

- Action Taken

- Current Status/ Condition

- Who was notified?

- Further Immediate/ Further Action Proposed:
  - o Specific to this immediate situation, and/ or
  - o Related to potential underlying factors
  - o

Is this expected to be the only / last report submitted for this occurrence?  
☐ Yes    ☐ No    If No, Explain:

Report Completed by (Print Name/ Signature)	Report Completion Date	Time
---	------------------------	------

**To be Completed by the Municipality**

Date Received by St. Thomas-Elgin Ontario Works	Pre-Notification given to STEOW?
Receipt of this report was acknowledged to the service provider by municipal staff (staff name):	
Receipt was acknowledged by (check one) <input type="checkbox"/> Telephone <input type="checkbox"/> In writing <input type="checkbox"/> Fax <input type="checkbox"/> Other (specify)	
<b>Indicate whether no additional report/ action required OR specify type of additional action to be taken:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> No additional service provider report or follow-up municipal action required</li> <li><input type="checkbox"/> Incomplete information /action-in-process by service provider; initiate 'bring forward for future outcome status / review</li> <li><input type="checkbox"/> Recommend further action/ information by service provider; action and bring forward for future outcome/ status review</li> <li><input type="checkbox"/> Recommend action/ further review by municipality; action and bring forward as required</li> </ul>	
Explanation of current status and additional action to be taken (must be completed if any of the above latter three boxes checked):	
Indicate whether MCSS/ MCYS/ MMAH have been notified of incident:  Outline any response/ Direction provided by applicable Ministry:	
Municipal Contact (Signature_	Date (yyyy/mm/dd)

Ministry of Public  
Infrastructure Renewal

Minister

6<sup>th</sup> Floor, Mowat Block  
900 Bay Street  
Toronto ON M7A 1L2  
Tel: 416 325-0424  
Fax: 416 325-3013  
www.ontario.ca/pir

Ministère du Renouveau  
de l'Infrastructure publique

Ministre

6<sup>e</sup> étage, édifice Mowat  
900, rue Bay  
Toronto ON M7A 1L2  
Tél. : 416 325-0424  
Téléc : 416 325-3013  
www.ontario.ca/pir

117



RECEIVED

SEP 10 2007

*Council*

PIR1823MC-2007-394  
August 22, 2007

His Worship Cliff Barwick  
Mayor  
City of St. Thomas  
PO Box 520, City Hall  
St. Thomas, Ontario  
N5P 3V7

Dear Mayor Barwick:

Thank you for your letter to the Honourable Dalton McGuinty, Premier, and me regarding the court situation in St. Thomas.

Although I certainly appreciate hearing from you, the matters you write about were addressed in the June 22, 2007 letter to you from my colleague the Honourable Michael Bryant, Attorney General. As Minister Bryant wrote, the provincial government is committed to providing a new courthouse in St. Thomas and looks forward to continuing to work with all involved parties on innovative approaches to provide modern, secure and accessible courts.

I am also in receipt of your recent letter in which you forwarded Council's resolution dated August 13 on the new courthouse. I am aware, via media reports, of the efforts of Mr. Shmuel Farhi and the Council of the City of St. Thomas to advocate for the selection of the Court House facility for the future location of the consolidated courthouse. As you well know, the Ontario Realty Corporation has a process it follows for reaching such decisions and I assure you they are following this with the same dedication they bring to all of their work.

Again, thank you for writing about these important matters.

Yours sincerely,

David Caplan  
Minister

c: The Honourable Dalton McGuinty  
The Honourable Michael Bryant  
Mr. Steve Peters, MPP, Elgin — Middlesex — London



118

## *Farhi Holdings Corporation*

September 6, 2007

City Clerk Wendell Graves  
The Corporation of the City of St. Thomas  
Office of the Clerk  
P. O. Box 520, City Hall  
St. Thomas, ON N5P 3V7

City of St. Thomas  
Received

SEP 12 2007

City of St. Thomas  
City Clerk Dept.

**SUBJECT: AN OPEN LETTER TO ALL MEMBERS OF ST. THOMAS CITY COUNCIL**

Dear City Clerk Graves,

I am writing in response to an open letter to all members of St. Thomas City Council written by Kimberley G.R. Johnson, President of the Elgin Law Association.

As the owner of the Elgin County Courthouse on Wellington Street, I can assure you that this structure can be retrofitted to meet the needs of Elgin County Residents.

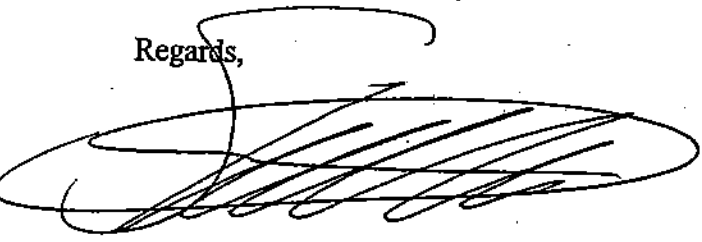
I am at a loss to explain Ms. Johnson's statement: "Wellington Street is no longer viable to house our courts and support services." It seems to me that this statement is simply an expression of Ms. Johnson's personal opinion and is not based on any architectural knowledge or facts and I am unaware of any study that may support it. On the contrary, the well respected architectural firm, The Ventin Group -- who have completed dozens of heritage restoration projects including St. Thomas City Hall, St. Joseph's High School, the Old City Hall in Toronto and the Ontario Legislative Building in Queen's Park -- has confirmed in writing that the Wellington Street courthouse is suitable for modernization to today's court standards.

The Elgin Law Association has previously gone on record in support of the amalgamation of the courts at the Elgin County Court House. Dozens of historic court houses across the Province have indeed been retrofitted to meet modern needs and the Wellington Street courthouse deserves the same respect.

---

Let's not lose another part of St. Thomas' heritage. This building has been the seat of justice for Elgin County since 1853. It is older than Canada and it is time for the provincial government to finally make the necessary commitment to secure its future.

Regards,



FARHI HOLDINGS CORPORATION  
Per: Shmuel Farhi, President

SF/sk

Encl: -List of Ventin Group projects  
-Letter of confirmation from Ventin Group

**The Ventin Group Courthouse project experience includes:**

- Brantford Courthouse, roof & masonry restoration, Brantford
- Brockville Courthouse & Interim Facility, addition & renovation, Brockville
- Cayuga Courthouse, masonry, window & door restoration, Cayuga
- Chatham-Kent Consolidated Courthouse, Chatham
- Cobourg Courthouse, addition & renovation, Cobourg
- Dufferin County Courthouse, exterior restoration, Orangeville
- Elgin County Courthouse, historically correct restoration, St. Thomas
- Essex County Courthouse, adaptive re-use, Windsor
- Halton County Courthouse & Jail, adaptive re-use, Milton
- Historic Peel County Courthouse, interior upgrade, Brampton
- Napanee Courthouse, restoration/conservation, Napanee
- Norfolk County Courthouse & Jail, conservation & renovation, Simcoe
- Old City Hall (Toronto Courts) Toronto
- Ontario Legislative Building, exterior conservation, Queen's Park, Toronto
- Oxford County Jail, adaptive re-use, Woodstock
- Osgoode Hall, North Wing interior renovation, Toronto
- Regional Municipality of Waterloo P.O.A. Courthouse, Kitchener
- University of Western Ontario Law Library, multiple additions, London
- Victoria County Courthouse, adaptive re-use, Lindsay
- Welland Courthouse & Interim Facility, addition & renovation, Welland
- Wellington County Courthouse & Jail, adaptive re-use, Guelph
- Woodstock Courthouse, renovations, Woodstock
- 361 University Avenue, master planning, Toronto
- Courthouse Studies: London, Owen Sound, Pembroke, Quinte, Thunder Bay



July 26, 2007

ARCHITECTURE  
ENGINEERING  
PLANNING  
INTERIORS

Mr. Shmuel Farhi  
Farhi Holdings Corporation  
Suite 200, 484 Richmond Street  
London, Ontario  
N6A 3E6

Dear Mr. Farhi

**RE: ELGIN COUNTY COURT HOUSE**

This will confirm our commitment to work with you and the City on the revitalization and modernization of the historic Elgin County Court House property. Our firm is very pleased to have an opportunity to work on this historic gem, which represents some of the best architecture in Canada and which was featured on the cover of the 1992 book entitled "Splendid Heritage, Historical Buildings of Ontario".

The Ventin Group has been involved in the restoration and construction of historic buildings for over 40 years with emphasis on the revitalization of historic courthouses.

We are very familiar with this proposed project as we have worked on several proposals with you over the last 17 years in an effort to ensure that this regal building enjoys a functional life as the seat of justice for many years to come.

We have also worked with the City of St. Thomas on several other projects such as the St. Thomas City Hall, St. Joseph's High School and the County of Elgin.

The existing facility is suitable for modernization to today's court standards. The people of Ontario can enjoy the best of both worlds - up-to-date facilities in an environment rich with heritage. There is ample expansion room for court rooms and other associated courthouse requirements, as well as ample space for parking. In addition, we would like to point out that a refurbishment project of this nature creates jobs for trades people in the region. We are sure that you are aware that approximately \$.70 out of every dollar spent on a refurbishment project goes towards labour, while \$.30 goes to materials. The opposite is true for new construction, where only about \$.30 out of every dollar creates employment.

Mr. Shmuel Farhi  
Farhi Holdings Corporation

-2-

July 26, 2007

**RE: ELGIN COUNTY COURT HOUSE**

We are ready to proceed with this exciting project once we have your approval and program requirements.

Sincerely,

THE VENTIN GROUP

Dennis Vass, B.A.Sc., P. Eng., APEO  
Managing Partner



121

City of St. Thomas  
Received  
JUL 16 2007  
City Clerk's Dept.

## ELGIN LAW ASSOCIATION

COURT HOUSE,  
8 WELLINGTON STREET,  
ST. THOMAS, ONTARIO  
N5R 2P2  
PHONE 631-7650

### AN OPEN LETTER TO ALL MEMBERS OF ST. THOMAS CITY COUNCIL:

The March 16, 1987 edition of the Times Journal revealed a leaked government auditor's report labelling the Elgin County Court House on Wellington Street as one of the worst 10 in the province. That same article claimed that the province had considered its replacement as a priority over the previous twenty years, and quoted then M.P.P. Ron McNeil as stating, "It's an old building, well-maintained at 19<sup>th</sup>-century standards."

It would almost be reassuring if one could truly say nothing has changed in the past twenty years except the turn of another century, however things have changed, unfortunately not for the better. Efforts in other jurisdictions such as Woodstock to spend lavishly in an effort to restore and upgrade aging court facilities to meet present day needs have failed. Attempts by the current owner of the Wellington Street building to satisfy government as to its continued viability as a court facility have also proved futile. We who work in this building are only too aware of its countless inadequacies, and the folly of the band-aid approach to upgrades which has been practised in the past. We also know what present day standards require, particularly from a safety and security standpoint. The time has now come to accept that Wellington Street is no longer viable to house our courts and support services. No amount of money spent is going to change that fact.

In June 2005, the Ontario government announced its long overdue commitment to provide the citizens of St. Thomas and Elgin with a consolidated court facility, and thereby replace the tired, aged, and woefully inadequate facilities on both Wellington and St. Catherine Streets. Over the past two years, Ministry of the Attorney General officials and others have carefully studied and reviewed this issue, and updated the many reports previously commissioned. Last December this thorough and substantial undertaking culminated with the issuance of the attached report. This report details the type of facility that is required, not only to meet current day needs, but also to plan for anticipated future growth in St. Thomas and Elgin County. Make no mistake, this is a major construction project. It requires acres of land for building

structure and parking, and also must accommodate many security concerns. These components are absolutely essential for a facility of this kind.

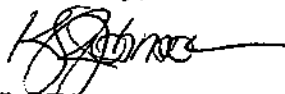
The Elgin Law Association fully and keenly appreciates the importance of heritage issues to this community, and the dilemma council must feel in this regard. However, in our view any proposal to convert the Wellington Street building to a consolidated court facility, sufficient to satisfy modern day needs is no longer feasible. It no longer makes either practical or economical sense. Neither would it be reasonable to expect that the heritage value and basic character of the present structure could be meaningfully preserved and maintained.

We are informed in media reports that the City of St. Thomas is being invited to assume responsibility for the ownership and future of the Wellington Street court building, presumably to maintain it as a court facility which will satisfy the requirements identified in the attached needs study. We may not be fully cognizant as to why the current owner of Wellington Street has not been successful over the past many years in reaching an agreement with the province for this very option. We understand more than one proposal has been made in this regard. Perhaps one strong possibility is the frank and honest recognition by government that no amount of money or retrofit will enable the Wellington Street property to accommodate the type of facility that is required, and has been so badly needed by the citizens of St. Thomas and Elgin County for such a long time.

We fully endorse and support the efforts of the Ontario provincial government and its Ministry of Infrastructure and Renewal to move forward on the construction phase of this project without any further delay, and trust their judgment to select an appropriate location based upon the current and future needs which have now been properly identified.

We sincerely hope that these comments and the attached report will be of benefit to you in your deliberations on this very important and urgent matter.

Yours truly,



ELGIN LAW ASSOCIATION

Per: Kimberley G. R. Johnson, President

# Communication • Connection • Collaboration

Friday November 9, 2007 • Best Western Lamplighter Inn • London, ON

Online registration is available at [www.amo.on.ca](http://www.amo.on.ca)

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.

First name		Last name	
Title		Municipality/Organization	
Address			
City	Prov.	Postal Code	
Phone	Fax	Email	

**REGISTRATION FEE – INCLUDES LUNCH - \$175.00** (\$165.09 + \$9.91 GST)

GST Registration # R106732944

## November 9<sup>th</sup> Sessions

Please check off your morning and afternoon session preferences – see attached for details.

### Morning Session – Choose One

- ☐ *Communicating with First Nations – The Municipal Role*
- ☐ *Environmental Issues - Why Municipal Councils Should Care*
- ☐ *Federal-Provincial Updates on Housing*
- ☐ *Municipal Communication – Internal and External*
- ☐ *Financially Sustainable Water and Wastewater Systems*

### Afternoon Session – Choose One

- ☐ *Communicating Your Financial Picture - The PSAB Perspective*
- ☐ *Collaborating for Stronger Communities*
- ☐ *Meeting Investigators: Your decision for January 1, 2008*
- ☐ *Alternative and Renewable Energy Sources*
- ☐ *Land Use Planning Reform (Bill 51)*

## PAYMENT

Registration forms CANNOT be processed unless accompanied by proper payment.  
ONLY PAYMENT BY CREDIT CARD MAY BE FAXED TO 416-971-9372

<input type="checkbox"/> <b>Cheque Payable to:</b>  Association of Municipalities of Ontario 200 University Ave., Suite 801, Toronto, ON M5H 3C6	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard	
	Card #	
	Name on Card	
	Expiry Date	
	Signature	

## REFUND POLICY

Cancellations must be requested in writing and received by AMO on or before October 24, 2007  
An administration fee of \$26.50 (\$25 +GST) will apply.

REGISTRATION INQUIRIES—contact Nav Dhaliwal at 1-877-426-6527 Ext. 330 Email [ndhaliwal@amo.on.ca](mailto:ndhaliwal@amo.on.ca)

# Ontario Southwest Municipal Conference

Ministry of Municipal Affairs and Housing

Association of Municipalities of Ontario

SESSION TITLE	SUMMARY
<b>MORNING</b>	
<i>Communicating with First Nations – The Municipal Role</i>	First Nations issues have been the subject of much attention in recent times. First Nations communities in southern Ontario have a history in the region dating back 11,000 years. Learn more about the "duty to consult" with First Nations communities in southern Ontario and what it means for local governments of all types and sizes in the region.
<i>Environmental Issues - Why Municipal Councils Should Care</i>	Why should municipal councils be concerned with environmental issues such as climate change, and the impacts that their decisions can have on the environment? There are a number of environmental issues that municipal councils have dealt with successfully, and this session will explore some examples.
<i>Federal-Provincial Updates on Housing</i>	This session will bring the latest updates on housing from the provincial and federal governments. This is an excellent opportunity for municipal delegates to learn more about what progress is being made across the country, get the latest news in Ontario, and how this applies to the work municipalities in south-western Ontario are doing on housing.
<i>Municipal Communication – Internal and External</i>	How effective is your communication plan? This session will provide you with advice on how to improve information sharing, both internally and externally by simplifying your messaging.
<i>Financially Sustainable Water and Wastewater Systems</i>	Financial plans are a key step in the long-term financial sustainability for municipal residential drinking water and wastewater systems. Good financial planning can help municipalities ensure that adequate finances are available to cover both day-to-day operational costs as well as the costs of maintaining and upgrading municipal water and wastewater systems. Ministry of Environment speakers will introduce and discuss regulations and guidelines for the preparation of financial plans under the Safe Drinking Water Act.
<b>AFTERNOON</b>	
<i>Communicating Your Financial Picture - The PSAB Perspective</i>	This session will provide both staff and council with an understanding of PSAB 3150, its impact on the presentation of financial information, the municipal budget process and the ability to effectively communicate these changes to the public.
<i>Collaborating for Stronger Communities</i>	Profiling community development and community economic development successes. Come and hear from your peers across the southwest as they share creative and exciting initiatives they are undertaking in efforts to build stronger communities.
<i>Meeting Investigators: Your decision for January 1, 2008</i>	With the proclamation deadline looming – have you considered your decision to appoint a meeting investigator? An overview of the meeting investigator position as well as other integrity officers will be provided. The overview will be followed by the introduction of some 'food-for-thought' topics regarding meeting investigators by a municipal solicitor.
<i>Alternative and Renewable Energy Sources</i>	Promoting alternative and renewable energy sources help fight climate change and reduce our reliance on conventional energy sources. This session will discuss what these new types of energy sources are (solar, landfill gas, energy from waste, etc.) and the issues around planning and zoning for the alternative and renewable energy infrastructure. The session will also explore the incentives for residential scale alternative systems under the province's energy rebate program.
<i>Land Use Planning Reform (Bill 51)</i>	Ontario's land use planning system has recently undergone a series of legislative reforms. The most recent reform (Bill 51) involved changes to the <i>Planning Act</i> . This session will address the following: What are the changes? What do the changes mean? How do the changes impact land use planning decisions and what are the implications for the Ontario Municipal Board?

125

September 6, 2007

RECEIVED

SEP 07 2007

City of St. Thomas  
P. O. Box 520  
545 Talbot Street  
St. Thomas, Ontario  
N5P 3V7

*Proclamation  
Council*

City of St. Thomas  
Received

SEP 11 2007

City Clerk's Dept.

Attn: Mayor Cliff Barwick and City Aldermen

Re: Foster Family Week – October 21 - 29, 2007

I was wondering if Town Council would once again consider proclaiming 'Foster Family Week' in the City of St. Thomas. Foster Family Week will be celebrated across Ontario from October 21<sup>st</sup> to October 29<sup>th</sup> this year. We look forward to waving our flag once again to recognize our dedicated foster homes in the area, and to bring public awareness to the need for more foster homes for our children.

Thank you for your consideration.



Debbie Dawdy  
Foster Parent Recruiter  
Resource Department  
Family & Children's Service  
410 Sunset Drive  
St. Thomas, Ontario  
N5R 3C7

Home email: [debbie.randv@sympatico.ca](mailto:debbie.randv@sympatico.ca)  
Home Phone: 519-637-0717

121

Minister  
of Citizenship  
and Immigration



Ministre  
de la Citoyenneté  
et de l'Immigration

RECEIVED

SEP 07 2007

Ottawa, Canada K1A 1L1

AOUT 27 2007  
AUGCity of St. Thomas  
Receiver

SEP 10 2007

City Clerk's Dept

Dear Sir or Madam:

This year, Canada's Citizenship Week will be held October 15 - 21, 2007. Citizenship Week is a time to explore the nature of Canadian citizenship and the underlying values of respect, freedom and belonging that bring us together and make Canada such a great country to live in.

Celebrating Citizenship Week this year will be particularly significant as we are also celebrating the 60th Anniversary of Canadian citizenship. It was 60 years ago in 1947 that the first *Citizenship Act* came into effect. As well, Canadian Citizenship Week is also celebrating its 20th anniversary. National Citizenship Week, as it was originally called, was launched in 1987 as a celebration of the 40th anniversary of Canadian citizenship.

I hope that your municipality will join the celebration by recognizing this important week. We are encouraging municipalities to become involved by passing a resolution proclaiming Canada's Citizenship Week. A sample resolution is enclosed for your reference.

You may also want to lead your council in a reaffirmation of Canadian citizenship by reciting the Oath of Citizenship. A copy of the Oath is enclosed.

I am sure that as a municipal official, you will agree that all citizens should be encouraged to take part in community activities. It is particularly important for young people to become actively engaged in citizenship activities.

Thank you for your assistance, and enjoy Canada's Citizenship Week!

Yours sincerely,

The Hon. Diane Finley, P.C., M.P.

Encls.

Canada

**Proclamation**  
**Canada's Citizenship Week**  
**October 15-21, 2007**

- WHEREAS: Canada's Citizenship Week will be held from October 15 to 21, 2007;
- AND WHEREAS: Canada's Citizenship Week provides an opportunity to reflect on the value of citizenship and immigration and to focus on the privileges, rights, responsibilities and obligations of citizenship;
- AND WHEREAS: New Canadians bring a strong sense of commitment to their new home, make many valuable contributions to Canada and play an important role in our economic strength and cultural diversity;
- AND WHEREAS: The themes and values of Canadian citizenship reinforce an important message for all Canadians—that newcomers are welcome in Canada and that we all belong;
- AND WHEREAS: All Canadians, old and new, can join together in reaffirming their commitment to Canada;
- THEREFORE: I (Mayor) do hereby proclaim the week of October 15–21, 2007, as "Canada's Citizenship Week" in the (City/Town) of \_\_\_\_\_.

Please fax a copy to (613) 952-5382

**Sanders, Cline****Barristers and Solicitors****128**

ROBERT F. CLINE, B.A., LL.B.  
A. JOHN SANDERS, LL.B.  
KATHERINE E. ORKIN, B.A.(HONS) LL.B.  
BEVAN L. EARHART, B.Sc., LL.B.

EDGAR C. SANDERS, K.C. (1873-1957)  
E. FRANKS SANDERS, Q.C. (1913-2002)

POSTAL BOX 70  
14 SOUTHWICK STREET  
ST. THOMAS, ONTARIO  
CANADA N5P 3T5  
TELEPHONE (519) 633-0800  
FACSIMILE (519) 633-9259  
E-MAIL JOHN.SANDERS@SANDLAWYERS.CA

August 31, 2007

The Corporation of the City of St. Thomas  
PO Box 520  
545 Talbot Street  
St. Thomas, Ontario  
N5P 3T5

ATTENTION: Mr. Wendell Graves, City Clerk

RE: Applicant: Southern Ontario Locomotive Restoration Society  
CTA File # 07-00578  
Application for Determination of Net Salvage Value, section 144 3.1  
Proposed SOLRS Purchase from CASO (CN-CP)  
CASO Subdivision between MP 113.64 and MP 117.49, St. Thomas

Dear Mr. Graves:

This will confirm that the Section 144 process initiated by the Southern Ontario Locomotive Restoration Society (on behalf of 3 local railway groups) has come to an end. SOLRS had served notice on CN/CP in May 2006 regarding SOLRS' interest in acquiring the remaining CASO Line to be used for continued railway operations.

As you are aware, SOLRS entered negotiations with CN/CP and subsequently obtained extensions and requested a Net Salvage Value Determination by the Canada Transportation Agency. In accordance with the time frame stipulated by the Agency, "SOLRS" continued discussions with CN/CP until August 13, 2007 but failed to reach agreement on the purchase price or terms of acquisition. The time for SOLRS (or any other operating railway) to acquire the CASO Line directly from CN/CP has now expired. There is no further opportunity or right which SOLRS can exercise under Section 144 of the Act.

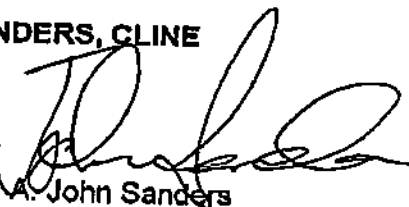
Although our involvement with the CTA in these matters on behalf of SOLRS has now ended, we have been asked to confirm to you that SOLRS, the Elgin County Railway Museum, the North America Railway Hall of Fame and Port Stanley Terminal Rail continue to be very supportive of any effort that can be made to ensure that the railway lands and facilities in the heart of St. Thomas will not be dismantled or disconnected from the national railway system.

The volunteers of these organizations are very willing to assist with continued planning to this purpose as well as with management and/or maintenance of the subject facilities if these rail assets can be acquired for the benefit of the community.

Yours faithfully,

SANDERS, CLINE

Per

  
A. John Sanders

AJS/ad

TOTAL P.01

City of St. Thomas  
Received  
AUG 31 2007  
City Clerk's Dept.