



STAFF REPORT ACTION REQUIRED

TORONTO DISTRICT SCHOOL BOARD (TDSB) AND CITY OF TORONTO – 2008 - 2011 LETTER OF UNDERSTANDING FOR THE CITY'S USE OF TDSB POOLS

Date:	December 18, 2007
To:	Community Development and Recreation Committee
From:	General Manager, Parks, Forestry and Recreation
Wards:	All
Reference Number:	

SUMMARY

The primary purpose of the Letter of Understanding is to set out the fees to be paid by the City of Toronto to the Toronto District School Board (TDSB) for the City's use of the school board pools to deliver community swim programs. The charges for the use of all TDSB facilities started after amalgamation and were driven by the Provincial funding formula applicable to TDSB, which does not cover the cost of operating and maintaining the pools. The 2008 Letter of Understanding for Use of Pools will be the third such agreement, since January 2004.

The City currently delivers community swim programs at 30 City-owned indoor pools and 35 TDSB pool locations.

The most recent Letter of Understanding expires on December 31, 2007 (**Attachment 2**).

The original intent of the agreement was for the TDSB and the City to share pool use and costs equitably according to usage. This was to be achieved by allocating the *Operating costs* of pools to the City and the *Capital repair* costs to the TDSB. The schools use the pools during the school day and the City uses the pools in the evenings, weekends and summer months. Previous agreements did not address escalation costs adequately, so in 2007, TDSB operating costs for pools are much greater than the amount the City is paying as per the 2007 Letter of Understanding. The TDSB also currently requires

approval of their Board to pay for capital repairs to pools greater than \$125,000.00. The updated Letter of Understanding increases the costs to the City over the term of the agreement to bring the fees in line with the actual operating costs.

The table of charges to commence January 2008 (**Attachment 1, Appendix A**), presented herein for approval, is for a four year term. Each of the four years shows two fee increases: an increase in fees (not compounded) to bring the City's fees in line with the true operating expenses and an escalation fee each year (compounded) to ensure that the city's fees in 2011 "catch up" to the operating costs being paid by the TDSB. In addition, the TDSB have doubled the 'cap' for capital repair expenses to \$250,000.00 before it is necessary for the repair costs to be approved by the Board.

Parks, Forestry and Recreation is working on an Aquatics Strategy to be finalized within 2008. The Aquatic Strategy will align TDSB pool utilization with the Parks, Forestry and Recreation Aquatics Strategy. Therefore, the 2008 Letter of Understanding allows for the City to add additional pools or reduce pool utilization or change the specified pools as per the pool strategy.

RECOMMENDATIONS

The General Manager of Parks, Forestry and Recreation Division recommends the approval of the 2008-2011 Letter of Understanding between the City of Toronto and the Toronto District School Board (TDSB) for Parks, Forestry and Recreation's use of TDSB pools for aquatic programs. (**Attachment 1**)

IMPLEMENTATION POINTS

Upon the TDSB Board approval and Council approval of the Letter of Understanding, the document will be signed by General Manager of Parks, Forestry and Recreation and the Executive Superintendent of Facility Services of the Toronto District School Board. The Letter of Understanding will then take into effect, retroactive to January 1, 2008 for a term of 4 years expiring on December 31, 2011.

FINANCIAL IMPACT

The TDSB calculates that they are paying 19.6% more in actual operating costs than the City is paying in fees (at the 2007 rates). Their initial request for the full 19.6% increase in fees for 2008 was agreed to be phased in over 4 years. The increase at 4.9% of 2007 fees is \$244,257.00 per year plus a compounded escalation increase is applied to the fee to each of the four years. The escalation will be calculated by averaging the monthly core Stats Canada Consumer Price Index (CPI) increase, which is 2.3% for 2008.

For the use of 35 TDSB pools, the proposed cost increase is from \$5,031,039.00 in 2007 to \$5,396,628.00 in 2008, for an escalation of \$365,589.00 or 7.2% calculated as the total of 4.9% or 1/4 of operational cost increases plus a 2.3% CPI increase. The increases in 2009, 2010 and 2011 would be similar with small fluctuations due to CPI. The increased funding requirement for 2008 will be included in the 2008 Recommended Parks, Forestry and Recreation Operating Budget for Council consideration.

The Deputy City Manager and Chief Financial Officer has reviewed this report and agrees with the financial impact information.

ISSUE BACKGROUND

The original Letter of Understanding dated October 1, 2003 expired on December 31, 2006. A second Agreement was in place for a one-year term and expires December 31, 2007. Negotiations have been underway since June 2007 for a revised Letter of Understanding. The Letter of Understanding presented for approval herein was approved by TDSB Operations and Facilities Management Committee in December, 2007 and is being presented to the TDSB Board of Trustees in January, 2008.

COMMENTS

The primary purpose of the Letter of Understanding is to set out the fees to be paid by the City of Toronto to the Toronto District School Board (TDSB) for the City's use of the school board pools to deliver community swim programs. The charges for the use of all TDSB facilities started after amalgamation and were driven by the Provincial funding formula applicable to TDSB, which does not cover the cost of operating and maintaining the pools. The 2008 Letter of Understanding for use of pools will be the third such agreement since January 2004.

The City of Toronto is currently developing a long range plan for its aquatic services that will address end of life facilities and aquatic program demands across the City. It is in that strategy that the replacement of older infrastructure will be discussed. The TDSB has been directed by the Province to undertake further assessments on the capital requirements of their pools as well. The Aquatic Strategy will align TDSB pool utilization with the Parks, Forestry and Recreation Aquatics Strategy. Therefore, the 2008 Letter of Understanding allows for the City to add additional pools or reduce pool utilization or change the specified pools as per the pool strategy in concert with our city-owned facilities.

Since there is a dependence on the TDSB for City swim programs comprising 35 of the 65 pools currently utilized, the development of the next phase of the Pool Provision Strategy will be developed in concert with the TDSB.

2008-2011 Letter of Understanding Agreement summary:

- Four-year term of Agreement
- Cost Increases (2007 Cost Base to 2008-2011 Cost Base)
- CPI increase
- Increase in Capital Funding
- Daytime Use of Pools
- Pool maintenance update
- Protocol for City's use of Pools
- Reduction of notice period
- Energy Efficiencies
- Work on Aquatics Strategy underway

Four year term of Agreement:

The Agreement is for a four-year term (2008-2011). This provides the ability of both corporations to plan budgets in advance with predictable fees and revenues. There is flexibility in the agreement to increase or decrease the number of pools utilized by the city.

Cost Increases (2007 Cost Base to 2008-2011 Cost Base):

The original Letter of Understanding for the City's use of TDSB pools required the Parks, Forestry and Recreation to provide 100% of the operating costs for the pools. Escalation costs were not built into the agreement. After a recent review of costs, TDSB assesses that their operating costs for the use of 35 pools is 19.6% greater than the 2007 fees charged to the city for a total of \$977,028.00. The costs are based on information provided through the TDSB work order system and their detailed review of the pool operational costs. A 19.6% increase in fees over one year is unacceptable due the City's current finances so the increase has been spread over 4 years and shows consistently in the table as a \$244,257.00 annual increase (4.9%). Escalation costs are identified separately.

CPI increases

The 2008-2011 Letter of Understanding builds escalation fees into the Agreement to avoid the need to negotiate escalation at the conclusion of the Agreement term.

In January 2007, the TDSB retroactively invoiced the City \$956,511.00 to cover escalation costs over the period from January 1, 2004 to December 31, 2006. This amount was negotiated based on Article 22 of the Letter of Understanding between Parks, Forestry and Recreation and the TDSB dated October 2, 2003.

Escalation fees for each of the four years are to be calculated by averaging the monthly core stats Canada CPI increase for the 12 month period prior to September of each budget year. For 2008 the increase is calculated at 2.3%. This percentage could increase or decrease in the remaining 3 years and will be determined in preparation for the following year's budget.

Increase in Capital funding:

State of good repair has been a serious concern for the City. Pool closures are disruptive to Parks, Forestry and Recreation programming. TDSB continues not to have a capital budget for their pools and deals with emergency repairs from reserve funds.

In the 2007 Agreement, the TDSB capped emergency repairs to \$125,000.00. All maintenance or repair costs for a specific pool, up to this amount, are undertaken by the TDSB. Major repairs exceeding this amount require approval from the Board and the City is requested to fund the incremental repair cost.

For the 2008-2011 Letter of Understanding Agreement, the TDSB is doubling the cap for emergency repairs to \$250,000.00. This will cover many more repairs and more evenly share the full costs of keeping the pools open.

Parks, Forestry and Recreation staff will review each capital contribution request on a case by case basis. Should pools be closed, due to maintenance problems without notice, the City will not be obligated to make payment for the period of the closure and the amount will be deducted at a daily pro-rated rate, from the annual contribution for the use for the site. TDSB will assist with relocation to other TDSB locations as appropriate.

Daytime Use of Pools:

For the most part, TDSB facilities are utilized solely by the TDSB during the school day. The Agreement now states that "The TDSB invites the City to use any available time during school days for direct program or permits at no additional charge, with School Principal approval." (Clause #10). To financially compensate for the TDSB daytime use of pools, the TDSB pays for capital repair costs.

Pool Maintenance update:

The TDSB Pool Maintenance Manual will be appended to the Letter of Understanding. This will outline pool maintenance responsibilities of the TDSB caretakers. As the City of Toronto is named as the "Designated Operated" in the Ontario Health and Promotions Act governing public pools, we are obligated to have access to maintenance records for our shared pools. City staff can refer to this appendix for clear understanding of maintenance duties required by their partner staff at the TDSB.

The Maintenance responsibilities have been updated at our request to include the monthly drain cover inspections required in the regulation (Section 16.1 in Regulation #565). (See **Attachment 1, Appendix B** as an excerpt of the Maintenance Manual)

The TDSB is responsible for the purchase of equipment required in Regulation #565 of the Health and Promotion Act (clause #5). To add clarity as to the TDSB equipment responsibilities, “Regulation 565 Equipment Requirements” are listed in **Attachment 1, Appendix C** in the Letter of Understanding.

Protocol for City Use of Pools:

Current practice on accessing school facilities will continue. City staff will submit a copy of the program schedule to TDSB staff (Head Caretaker and Permit office). The Protocol of the City’s Use of TDSB Pools is now in writing and included in **Attachment 1, Appendix D** in the Letter of Understanding.

Reduction in Notice Period

“Except where the TDSB advises of immediate closures for maintenance as indicated in Clause #7, The City of Toronto or the Toronto District School Board, shall, on 60 days written notice to the other party, be able to make decisions on deletions or additions to the number of pools which are utilized for programs, and the payments to be made by the City for operating costs shall be adjusted accordingly.” (Clause #14) The period of notice has been reduced from 4 months to 60 days, providing more flexibility to the City.

Energy Efficiencies

The TDSB and the City have agreed to continue to work together to assess grants and programs that will improve the energy efficiencies of the TDSB pools. Further dialogue will continue on these initiatives.

CONCLUSION

The TDSB and the City are continuing to work together on the development of a long-term Aquatics Strategy and both parties have received approval from respective Boards and Council on a joint vision and framework of this agreement. The 2008-2011 Letter of Understanding allows for the City to add additional pools or reduce pool utilization or change the specified pools as per the strategies outlined in the upcoming report.

CONTACT

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SIGNATURE

Brenda Librecz
General Manager, Parks, Forestry and Recreation

ATTACHMENTS

Attachment 1 - Draft 2008-2011 Letter of Understanding and Table of charges
Attachment 1, Appendix A – Table of Charges
Attachment 1, Appendix B – Excerpt from TDSB Swimming Pool Operators' Manual
Attachment 1, Appendix C – TDSB Regulation 565 Equipment Requirements
Attachment 1, Appendix D – Protocol for City of Toronto Use of TDSB Pool Facilities
Attachment 2 – 2007 Letter of Understanding and table of charges

Attachment 1
Letter of Understanding
Between the City of Toronto and the Toronto District School Board
For School Pools

2008 through 2011

The City of Toronto and the Toronto District School Board (TDSB) agree to the following conditions regarding the City use of TDSB swimming pools:

1. The TDSB, or a designated and qualified third party on their behalf, shall continue to be the on-site designated Owner and Operator of all Pools in accordance with the Ontario Health Protection and Promotion Act - R.R.O. 1990, Public Pools Regulation 565, Amended to O. Reg. 179/02, hereafter referred to as "Regulation 565", and other pertinent legislation.
2. The City may utilize swimming pools in TDSB schools (refer to Appendix A – TDSB Pool Operating Charges for City Use) to conduct Parks Forestry and Recreation programs and permits to external groups. The city shall retain any revenue associated with these pools.
3. This agreement shall expire on December 31, 2011. The parties, represented by the Manager of Aquatics for the City and the respective Regional Manager for the TDSB, agree to begin discussions/negotiations on the extensions of the contract beyond December 31, 2011, and the related terms and conditions, no later than June 30, 2011. In addition, these representatives shall arrange an annual meeting each June to review the application of the agreement.
4. The City shall provide to the TDSB, a list of the board's swimming pools it intends to utilize, and shall pay the charges per pool, as detailed in **Appendix A**.
5. There shall be no other costs assessed to the City of Toronto for the use of these pools, including additional charges for caretaking, maintenance, utilities, supplies or safety equipment listed in Regulation 565. The TDSB shall be responsible for all costs associated with routine maintenance custodial services, security and utilities, and shall provide a safe aquatic environment, in accordance with Regulation 565, for all users throughout the duration of this agreement, for pools which remain open. (See **Appendix C** – Regulation 565 Equipment Requirements)
6. The TDSB shall provide all daily, weekly and monthly pool inspections, testing, and pool safety audits as required under Regulation 565 to ensure safe operation of the pool, and shall maintain all required operational records. Upon request, on-site city staff shall be permitted to review all records relating to pool operation. (See **Appendix B** – Pool fittings inspection –excerpt from the TDSB Pool Maintenance Manual)

7. The TDSB provincial funding model for school operations does not provide for major maintenance (renewal) associated with the pools. It is anticipated that maintenance or repairs up to a cost of \$250,000 will be undertaken by the TDSB. When major maintenance or repairs is estimated to exceed \$250,000 for a specific pool, approval from the Board will need to be obtained and the City shall be requested to fund the incremental repair costs. If the City funds incremental repair costs beyond \$250,000 the pool will be fixed. If the City cannot fund the incremental cost beyond \$250,000 further direction will be required from the Board. If the pool is considered to be unsafe, it will be closed until the repairs, if approved, are completed. The TDSB shall advise the City of any pending pool closures. The City may choose another TDSB pool to continue swimming programs or give immediate notice of cancellation of use. No further charges to the City for the identified inoperable site would apply.
8. The City and the TDSB shall investigate energy efficiency saving initiatives for the pools covered by this agreement.
9. Current practice on accessing school facilities will continue. City staff will submit a copy of the program schedule to TDSB staff (Head Caretaker and Permit Office). (**See Appendix D** – Protocols of City’s Use of TDSB Pools).
10. TDSB has access for student use of the pools, during school hours 7:00 a.m. – 6:00 p.m. September through to June. The City of Toronto shall have first right of refusal to access school pool time during the day should space be available. The TDSB invites the City to use any available time during school days for direct program or permits at no additional charge, with School Principal approval.
11. The City shall have exclusive access to the pool facility including, the showers and change rooms, from January 1, to June 30, and September 1 to December 31, from 6 p.m. to 10 p.m. (out of the building by 10:15 p.m.) Monday to Friday and 8 a.m. to 10 p.m. (out of the building by 10:15 p.m.) on Saturday and Sunday. The City shall have exclusive access to the pool facility from July 1 to August 31 from 8 a.m. to 10 p.m. (out of the building by 10:15 p.m.) Monday to Sunday.
12. City staff and TDSB permit and planned maintenance/construction staff shall meet twice yearly to agree on specified times for planned capital repairs or maintenance of the pool facility. In addition, staff shall determine permit schedules to meet limitations placed on space due to holidays such as March Break, Christmas Break, school pool tournaments and/or school special events as identified by the parties. Meetings shall be held in March to discuss closures for the following fall & winter seasons and in September to discuss closures for the following spring & summer seasons. Pool closures due to caretaker scheduling or special school events, outside these agreed upon dates shall not be afforded.
13. The City operates public programs which are advertised in Parks Forestry and Recreation brochures 6 months in advance of program commencement. Lessons

are offered in guaranteed numbers. The TDSB agrees to provide the city with as much notice as possible in the event of any necessary closure. The City contacts should receive notice immediately following discovery of a necessary closure. When notice of closure is not provided the City shall not be obligated to make payment for the period of the closure and the amount shall be deducted, at a daily pro-rated rate, from the annual contribution for use of the site.

14. Except where the TDSB advises of immediate closures for maintenance as indicated in Clause #7, the City of Toronto or the Toronto District School Board shall, on 60 days written notice to the other party, be able to make decisions on deletions or additions to the number of pools which are utilized for programs, and the payments to be made by the City for operating costs shall be adjusted accordingly.
15. The City shall provide fully qualified program staff to conduct Parks, Forestry and Recreation programs in accordance with Regulation 565. The TDSB shall provide fully qualified program staff to conduct TDSB aquatic programs in accordance with Regulation 565.
16. School pools not on the primary list of pools to be utilized by the City or operated by a third party operator shall be made available (where possible) should demand increase and the City shall be charged hourly rates in keeping with the TDSB's Permit Policy G.06.

Appendix: A, B, C and D

Signed:

City of Toronto

Toronto District School Board

Date: _____

Date: _____

Attachment 1, Appendix B

**SWIMMING POOL
SAFETY**

Pool Fittings Inspection

Ministry of Health Protection and Promotion Act requires that pool fittings and outlet covers be inspected within every 30 days of operation. An outlet is an opening in the pool tank that can generate suction (e.g. main drain or skimmers). Loose or missing outlet covers have caused fatalities. Regular inspection of these outlets must be established.

Daily visual inspection of all fittings and outlet covers is required. If any pool fittings and outlet covers are found loose, missing or broken, the pool is to be closed until fault is corrected.

Monthly inspection is to be done on the first Tuesday of each month. Inspection of all pool drains, inlets, outlets, covers is to be done to ensure all are firmly and securely in place. Testing of pool drains, inlets, outlets, and covers is completed by using a reaching pole with hook, pool circulating pump is to be turned off during test. Testing is to be accomplished from pool deck. Inspection is to be recorded in the green pool logbook. If any pool fittings and outlet covers are found loose, missing or broken, the pool is to be closed until fault is corrected.

Pool fittings include:

- Main drain covers
- Outlets where water exits the pool
- Vacuum line connection fittings
- Equalizer fittings, which are to be plugged or disabled.

Attachment 1, APPENDIX C

Regulation 565 Equipment Requirements

As per clause number 5, the TDSB accepts responsibility as the owner/operator for the provision of safety equipment prescribed by legislation.

The following is a summarized list of equipment required. For greater detail and explanation of these requirements, refer to Regulation 565 under the following sections:

SECTION 19: Appropriate Signs/Notices:

- **Showers**
- **Emergency Phone**
- **Spectator Gallery**
- **Water Depth**
- **No Diving**
- **Ramps**
- **Ramps with Removable barriers**

SECTION 20: Each pool must place lifesaving equipment in convenient locations for emergencies. Each pool must have:

- **a reaching pole**
- **2 buoyant throwing aids**
- **a spinal board**
- **a first aid kit**
- **appropriate lifeguard stations**

Attachment 1, Appendix D

PROTOCOL FOR CITY OF TORONTO USE OF TDSB POOL FACILITIES

AS PER THE LETTER OF UNDERSTANDING BETWEEN TDSB AND CITY OF TORONTO

The City of Toronto (The City) and the Toronto District School Board (TDSB) have entered into a Letter of Understanding whereby the City has exclusive use of TDSB pools as specified in the agreement. The following protocol is the agreed upon process by which communication and scheduling will be carried out for the duration of the agreement (to be amended as required).

PROBLEM SOLVING:

- 1) At each facility, it is expected that the first line of problem solving is between the Recreationist and Head Caretaker at the facility.
- 2) If an issue cannot be resolved, the Recreationist will take the concern to their supervisor who can address it with the Family Team Leader for the facility.
- 3) Operational issues that are more universal in scope will be addressed by the Supervisor of Aquatics – City wide Support (PF&R) and the Coordinator of Facility Permitting (TDSB). They will consult other levels of both organizations, as required.

PROGRAM SCHEDULING:

1. Each Recreationist will complete a calendar (the monthly calendar on Groupwise); indicating what is in the pool each day of the session, including permits. The calendar will be submitted to the pool's head caretaker and copied to the TDSB permit office (presently Valerie Nicholl and Louisa Chan).
Fall/Winter calendar will be due August 1st annually.
Spring/Summer calendar will be due February 1st annually.
2. Any changes to the schedule will be via e-mail to the head caretaker of the facility and copied to the TDSB permit office (presently, Valerie Nicholl and Louisa Chan).

Change will be due on the following dates:

- a) **Fall changes – September 15**
- b) **Winter changes – December 1**
- c) **Spring changes – March 1**
- d) **Summer changes – June 1**

Emergency changes made after these dates may be communicated in the same way.

3. Conflicts and issues will be resolved between the Recreationist and head caretaker. Where resolution cannot be achieved, the issue will be taken to the pool's Aquatics Supervisor or the Supervisor, City wide support and the Family Team Leader.
4. Recreationists will keep track of any pool closures made without notice from the TDSB and forward them to the Supervisor of Aquatics, Citywide Support when requested. A copy will be forwarded to the TDSB permit office.
5. It is understood that provision of the schedule is the only documentation needed for the use of pools covered by the agreement. TDSB staff will not require copies of permits to be presented, as the TDSB does not issue permits for times covered by the agreement.
 - The TDSB Permit Office does however keep track of "calendar schedules" and changes on the TDSB database for reference and security purposes.
 - A copy of the "calendar schedules" and email communications re changes must be submitted to both the Head Caretaker of the school and to the TDSB Permit Office.
6. The City will be required to arrange permits only for pools and classrooms that are not covered by the agreement.

Attachment 2

Letter of Understanding Between the City of Toronto and the Toronto District School Board For School Pools

2007 Final

(Approved by the Toronto District Board of Trustees April 2007 and City Council June 2007)

The City of Toronto and the Toronto District School Board (TDSB) agree to the following conditions regarding the City use of TDSB swimming pools:

1. The TDSB, or a designated and qualified third party on their behalf, shall continue to be the on-site designated Owner and Operator of all Pools in accordance with the Ontario Health Protection and Promotion Act - R.R.O. 1990, Public Pools Regulation 565, Amended to O. Reg. 179/02, hereafter referred to as “Regulation 565”, and other pertinent legislation.
2. The City may utilize swimming pools in TDSB schools (refer to attached list of 41 pools and associated operating costs) to conduct their Parks Forestry and Recreation programs and permits.
3. This agreement shall expire on December 31, 2007. The parties, represented by the Manager of Aquatics for the City, the respective Regional Manager for the TDSB, agree to begin discussions/negotiations on the extensions of the contract beyond December 31, 2007, and the related terms and conditions, no later than June 30, 2007.
4. In 2007, the City shall contribute to the discounted operational costs of up to \$ 5,926,048 for the pools used by the City from January 01, 2007 until December 31, 2007. There shall be no other costs assessed to the City of Toronto for the use of these pools, including additional charges for caretaking, maintenance, utilities, supplies or safety equipment listed in Regulation 565.
5. The City shall provide to the TDSB, a list of the board’s swimming pools it intends to utilize, and shall pay the operating cost per pool, as detailed in Appendix “A”.
6. The TDSB shall be responsible for all costs associated with routine maintenance custodial services, security and utilities, and shall provide a safe aquatic environment, in accordance with Regulation 565, for all users throughout the duration of this agreement, for pools which remain open.

7. The TDSB provincial funding model for school operations does not provide for major maintenance (renewal) associated with the pools. It is anticipated that maintenance or repairs up to a cost of \$125,000 will be undertaken by the TDSB. When major maintenance or repairs is estimated to exceed \$125,000 for a specific pool, approval from the Board will need to be obtained and the City shall be requested to fund the incremental repair costs. If the City funds incremental repair costs beyond \$125,000 the pool will be fixed. If the City cannot fund the incremental cost beyond \$125,000 further direction will be required from the Board. If the pool is considered to be unsafe, it will be closed until the repairs, if they are approved, are completed. The TDSB shall advise the City of any pending pool closures. The City may choose another TDSB pool to continue their swimming programs or give immediate notice of cancellation of use. No further charges to the City for the identified inoperable site would apply.
8. The City and the TDSB shall investigate energy efficiency saving initiatives for the pools covered by this Letter of Understanding.
9. Current practice on accessing school facilities will continue. City staff shall show a copy of the permit on demand during program time to TDSB staff.
10. No charges shall apply for the bona-fide TDSB student use of the pools, during school hours (7:00 a.m. – 6:00 p.m.). The City of Toronto shall have first right of refusal to access school pool time during the day should space be available.
11. The City shall have exclusive access to the pool facility including, the showers and change rooms, from January 1, 2007 to June 30, 2007 and September 1 to December 31, 2007 from 6 p.m. to 10 p.m. (out of the building by 10:15 p.m.) Monday to Friday and 8 a.m. to 10 p.m. (out of the building by 10:15 p.m.) on Saturday and Sunday. The City shall have exclusive access to the pool facility from July 1, 2007 to August 31, 2007 from 8 a.m. to 10 p.m. (out of the building by 10:15 p.m.) Monday to Sunday.
12. City and TDSB permit staff shall meet twice yearly to agree on specified times for planned capital repairs or maintenance of the pool facility. In addition, staff shall determine permit schedules to meet limitations placed on space due to holidays such as March Break, Christmas Break, school pool tournaments and/or school special events as identified by the parties. Meetings shall be held in March to discuss closures for the following fall & winter seasons and in October to discuss closures for the following spring & summer seasons. Pool closures due to caretaker scheduling or special school events, outside these agreed upon dates shall not be afforded.
13. The City operates public programs which are advertised in Parks Forestry and Recreation brochures 6 months in advance of program commencement. Lessons are offered in guaranteed numbers. The TDSB agrees to provide the city with as much notice as possible in the event of any necessary closure. The City contacts

should receive notice immediately following discovery of a necessary closure. When notice of closure is not provided the City shall not be obligated to make payment for the period of the closure and the amount shall be deducted, at a daily pro-rated rate, from the annual contribution for use of the site.

14. Except where the TDSB advises of immediate closures for maintenance as indicated in Clause #7, the City of Toronto shall, on 4 months written notice to the TDSB, be able to make decisions on deletions or additions to the number of pools which are utilized for programs, and the payments to be made by the City for operating costs shall be adjusted accordingly.
15. The City shall provide fully qualified program staff (instructors and life guards) to conduct Parks, Forestry and Recreation programs in accordance with Regulation 565.
16. The TDSB shall provide fully qualified program staff (instructors and life guards) to conduct TDSB aquatic programs in accordance with Regulation 565.
17. The City shall permit all school pools in which City programs shall be run and retain any revenue associated with these pools. The City shall provide a schedule of permit activity to the schools being utilized, and shall advise the Head Caretaker, at least one week in advance, of any changes to the schedule. The remaining pools not utilized by the City of Toronto would be permitted by the TDSB permit office.
18. The TDSB shall provide all daily, weekly and monthly pool inspections, testing, and pool safety audits as required under the Regulations of the Ontario Health Protection and Promotion Act to ensure safe operation of the pool, and shall maintain all required operational records. Upon request, on-site city staff shall be permitted to review all records relating to pool operation. (See Appendix B)
19. School pools not on the primary list of pools to be utilized by the City or operated by a third party operator shall be made available (where possible) should demand increase and the City shall be charged hourly rates in keeping with the TDSB's Permit Policy G.06.

Appendix: A and B

Signed:

City of Toronto

Toronto District School Board

Date: _____ Date: _____