AGENDA

REGULAR COUNCIL MEETING
Council Chambers
Thursday, November 9, 2023 – 6:00 p.m.

A Moment of Silence may be observed, as requested

1. Call the Meeting to Order

2. Approval of Agenda

3. Disclosure of Interest

[At this time, Members of Council shall declare pecuniary interest, if any, with items on the agenda.]

4. Delegations/Presentations

5. Consent List

5.1 October 19, 2023 Council Meeting Minutes **Pg 1**
5.2 Payment Register **Pg 5**
5.3 Transfer Station Activity Report **Pg 9**
5.4 Rainy River Support Resolution **Pg 10**
5.5 Year to Date Budget **Pg 12**
5.6 AHHC Update September 2023 **Pg 19**
5.7 Library Minutes **Pg 24**

6. Items Referred from the Consent List

7. Items for Discussion

7.1 DRAFT Agreement – Lisa Exercise Instructor **Pg 28**
7.2 DRAFT Agreement – Amanda Mashinter Exercise Instructor backup **Pg 33**
7.3 DRAFT Agreement – Shared By-law Services with the Township of Armour **Pg 38**
7.4 DRAFT Community Centre Policy **Pg 46**
7.5 DRAFT Fees & Charges Bylaw to be implemented January 2024 **Pg 55**
7.6 SR-2023-46 Transitioning to Municipal Septic Inspections **Pg 65**
7.7 SR-2023-47 Fire Chief Report re: Quotations for Furnace **Pg 67**
7.8 SR-2023-48 Fire Chief Report re: Pumper to be replaced by new Firetruck **Pg 71**
7.9 AHHC Support Resolution **Pg 72**
7.10 IION Support Resolution for RIC funding **Pg 73**

8. Other Business

9. Correspondence for Information

9.1 AHHC October 5, 2023 Minutes **Pg 78**
9.2 Muskoka and Area Health Team Recruitment 9 Month Update **Pg 82**

10. Talk to the Mayor

[This open forum provides members of the public a two-minute opportunity to address the Mayor on matters of public interest. Items discussed during this time will not be included in the Council minutes.]

11. Closed Session

Under Section 239 of the Municipal Act, Council moved into closed session under the following subsections:
(2) (d) Labour Relations or Employee Negotiations; and
(2) (b) Personal Matters about an identifiable individual.

12. Confirming & Other By-Laws

12.1 By-law to enter into Agreement an agreement with Lisa Bugelli
12.2 By-law to enter into Agreement with Amanda Mashinter
12.3 By-law to enter into Agreement with Armour Township for By-law Services
12.4 Confirmatory By-law

13. Adjournment

The Corporation of the Town of Kearney

REGULAR COUNCIL MEETING MINUTES
Council Chambers
Thursday, October 19, 2023 – 6:00 p.m.

Council Members Present:	Mayor:	Cheryl Philip
	Councillors:	Keven Beaucage, Heather Pateman and Jill Sharer
Staff Present:	Nicole Gourlay, Clerk Administrator (C-A) Cindy Filmore, Deputy Clerk (DC)	

1. Call the Meeting to Order – the meeting was called to order at 6:00 pm

2. Approval of Agenda
Res. No. 275 – 23 Jill Sharer, Keven Beaucage
BE IT RESOLVED that the Agenda of the Regular Council Meeting of the Corporation of the Town of Kearney of October 19, 2023 agenda, be adopted as circulated
CARRIED

3. Disclosure of Interest - nil

4. Delegations/Presentations

5. Consent List
5.1 October 5, 2023 Council Meeting Minutes
5.2 Payment Register
5.3 Transfer Station Activity Report
5.4 DRAFT Consent Agreement – Cicchillo
5.5 Dog Sled Committee Appointments
5.6 Recreation Committee Appointments
5.7 Building Activity Report SR-2023-042

Res. No. 276-23 Heather Pateman, Keven Beaucage
BE IT RESOLVED that the Consent List from the Regular Council Meeting of Thursday, October 19th, 2023 be accepted and that all Recommendations contained therein be adopted as Resolutions of Council.
CARRIED

6. Items Referred from the Consent List - nil

7. Items for Discussion
7.1 Part of Gray Jay Lane – Request Maureen Armstron

Res. No. 277-23 Keven Beaucage, Jill Sharer
WHEREAS the Maureen Armstrong has requested Council give her ownership over Part 8 PSR669 on Gray Jay Lane in August 2022;

AND WHEREAS Staff has reviewed the ownership and sections of Gray Jay lane which outlines that the Town of Kearney is in ownership of Part 8 PSR669;

AND WHEREAS Part 8 PSR669 of Gray Jay Lane veers South while the remainder of Gray Jane Lane heads east to service other lots;

THEREFORE BE IT RESOLOVED THAT the Council of the Corporation of the Town of Kearney supports in principle the purchase of Part 8 of Plan PSR669 of Gray Jay Lane, deeming this land surplus with the following conditions:

- That all application fee and costs associated with the purchase of Part 8 PSR669 of Gray Jay Lane be borne by the applicant; and
- That Part 8 PSR669 not be maintained as a separately conveyable lot and therefore, be merged on title with the abutting lands at the time of transfer; and
- The cost of Part 8 PSR669 be a flat rate of $1000.00 payable to the Town of Kearney

CARRIED

7.2 Staff Report – MacEachren Planning Fee Dispute SR-2023-043

Res. No 278-23 Keven Beaucage, Jill Sharer
BE IT RESOLOVED THAT the Council of the Town of the Kearney accepts Staff recommendation as outlined in SR-2023-043 indicating there be no reimbursement of planning fees for the MacEachern Planning Files.
CARRIED

7.3 Staff Report – Hazardous Trees Firehall Property Line SR-2023-044

Res. No 279-23 Heather Pateman, Keven Beaucage
BE IT RESOLOVED THAT the Council of the Town of the Kearney accepts Staff recommendation as outlined in SR-2023-044 and directs Staff to obtain three quotes to remove trees and revegetate along the south west property line at the Fire Hall.

7.4 Staff Report – Engineer of Record Update SR-2023-045

Res. No 280-23 Keven Beaucage, Jill Sharer
BE IT RESOLOVED THAT the Council of the Town of the Kearney accepts Staff recommendation as outlined in SR-2023-045 to continue Tatham Engineering's current contract as our Engineer of Record at least until April 2024 and direct Staff to bring back a policy on utilizing peer-review Engineering Services for future infrastructure projects.
CARRIED

7.5 Staff Report – Recreation Committee Recommendation SR-2023-36

Res. No. 281-23 Heather Pateman, Jill Sharer
BE IT RESOLOVED THAT the Council of the Town of the Kearney accepts Staff recommendation as outlined in SR-2023-046 directing Staff to negotiate a contract with an exercise instructor and approves the budget of $5000 for exercise classes, and $1500 for the Halloween Party and Christmas Begins in Kearney, both to be offset by the 2023 Recreation Reserves at year end.
CARRIED

7.6 Staff & Firefighters Christmas Bonus and Office Hours

Res. No. 282-23 Keven Beaucage, Jill Sharer
WHEREAS the previously Council has given Staff and Firefighters a Christmas lunch or dinner and a turkey**;**
AND WHEREAS the C-A would like to have the office closed between Christmas and New Years from Friday December 22nd at noon and reopening Tuesday January 2nd at 8:30am;
AND WHEREAS the C-A recommends the Staff and Firefighters Christmas bonus be a full day paid during the Christmas Holiday Closure instead of a turkey and Christmas lunch/dinner;
THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Town of Kearney approves the C-A's recommendation in closing the Municipal Office between noon on December 22nd and January 1st and providing Staff and Firefighters a paid day off during the holiday closure instead of a turkey and Christmas meal.
CARRIED

7.7 Template Road Maintenance/Use Agreement

Res. No, 283-23 Keven Beaucage, Heather Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the template for Road Use/Maintenance Agreement substantially as presented as item 7.7 on the agenda**;**

AND FURTHER that Council hereby directs Staff to use this template agreement for any work to be completed by a third party on municipally owned roads.

DEFERRED

7.8 Support for Bill 21:Fixing Long-Term Care Amendment Act (Till Death Do Us Part), 2022
Res. No. 284 Heather Pateman, Keven Beaucage
WHEREAS the MPP Waterloo, Catherine Fife is requesting support from municipalities regarding Bill 21, Fixing Long-Term Care Amendment Act(Till Death Do Us Part);
AND WHEREAS Bill 21 amends the Residents' Bill of Rights set out in section 3 of Fixing Long-Term Care Act, 2021 by adding the right of residents not to be separated from their spouse upon admission but to have accommodation made available for both spouses so they may continue to live together;
THEREFORE BE IT RESOLOVED that Council of the Town of Kearney supports the MPP of Waterloo in wanting this legislation to be called to the Standing Committee on Social Policy as soon as possible and directs Staff to forward this resolution to Premier Ford; MPP Graydon Smith and all Ontario municipalities for support.
CARRIED

7.9 Acceptance of Winter Salt/Sand Tender 2023-02
Res. No. 285-23 Jill Sharer, Heather Pateman
WHEREAS Tender 2023-02 Winter Salt/Sand was issued for the 2023 and 2024 years;
AND WHEREAS Staff received one Tender in response from A. Miron Topsoil to Tender 2032-02;
NOW THEREFORE BE IT RESOLVED that the Council of the Corporation of the Town of Kearney approves the Tender received from A. Miron Topsoil for Winter Salt/Sand in the amount of $49,500 plus HST for 2023 and $71,000 plus HST for 2024.
CARRIED

8. Other Business

9. Correspondence for Information
9.1 KWEF October Newsletter

10. Talk to the Mayor

11. Closed Session

Res. No. 286-23 Keven Beaucage, Jill Sharer
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney at 7:15 pm, moves into closed session under Section 239(2) of the Municipal Act, under the following subsections:
(a) Labour Relations or Employee Negotiations
(b) Personal Matters about an identifiable individual
CARRIED

Res. No. 287-23 Keven Beaucage, Heather Pateman
BE IT RESOLVED that the Council of the Corporation of the Town of Kearney reconvenes in Open Session at 8:45 pm
CARRIED

12. By-laws

12.1 Cicchillo Consent Agreement
Res. No. 288-23 Heather Pateman, Jill Sharer
BE IT RESOLVED THAT by the Council of the Town of Kearney the following by-laws are now read a first, second and a third time, passed, signed by the Mayor and the Clerk, sealed with the seal of the Corporation, and engrossed in the by-law book:
12.1 Cicchillo Consent Agreement – CON 9 PT 4 42R18562 Part 1 (Lawson Drive)
CARRIED

12.2 Confirming By-law
Res. No. 289-23 Heather Pateman, Keven Beaucage
BE IT RESOLVED that By-law 2023-56, being a By-law to confirm the proceedings of Council at its Regular Council Meeting of October 19, 2023 be approved**.**
CARRIED

12. Adjournment

Res. No. 290-23 Keven Beaucage, Michael Rickward
BE IT RESOLVED that the Regular Council Meeting of the Corporation of the Town of Kearney adjourn at 8:50 pm to meet again at 6:00 pm on Thursday, November 9th, 2023 in the Council Chambers, Kearney, Ontario
CARRIED

THE CORPORATION OF THE

TOWN OF KEARNEY

_____

Mayor

_____

Clerk

Town of Kearney
Account Report for October 13 - 24, 2023
Batch: 2023-00060 to 2023-00064

Bank Code: AP - GENERAL AP

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33150	2023-10-13	APC Auto Parts Centres	F/D Vehicle wash & Wax	148.76
33151	2023-10-13	Township Of Armour	By-law hours (Sept. 5-29)	860.45
33152	2023-10-13	Arnstein Industrial Equipment	P/W Vehicle Repairs	587.32
33153	2023-10-13	Bowman Fuels Ltd.	P/W Vehicles (Diesel Fills)	4,955.01
33154	2023-10-13	Burk's Falls Building Ctr Ltd	F/D Public Ed / KCC Supplies	818.03
33155	2023-10-13	Canadian Tods Ltd	Annual - Directional Signing	1,254.30
33156	2023-10-13	CRA - Receiver General	Source Deductions (Oct 1-15)	9,909.57
~~33157~~	~~2023-10-13~~	~~Clouthier, Matthew~~	VOIDED	~~1,882.60~~
33158	2023-10-13	Caitlin Deevey	Reimburse Overs Over Contribution	365.44
33159	2023-10-13	Demain, Mark	Refund Driveway Permit Deposit	500.00
33160	2023-10-13	Dist. Parry Sound Soc. Ser.	4th Qtr Levy Payment	42,406.29
33161	2023-10-13	EXL-AIRE	KCC Air Conditioner Repairs Aug 31/Sept 26	2,675.96
33162	2023-10-13	Fetterley's Gas & Convenience	Vehicle Gas Purchases (Sept 17-29)	933.49
33163	2023-10-13	GIN-COR	P/W 2016 Freightliner repair	374.93
33164	2023-10-13	Glen Martin Ltd.	KCC Maintenance Supplies	515.26
33165	2023-10-13	Griffiths Bros Service Centre	P/W Vehicle Repairs	5,934.24
33166	2023-10-13	Debbie Ann Hall	B/D Legal	440.70
33167	2023-10-13	Hicks Morley	General Legal (Human Resources)	2,377.53
33168	2023-10-13	Huntsville Chrysler Dodge Jeep Ram	B/D pickup truck repairs	889.80
33169	2023-10-13	Huronia Alarm & Fire Security	KCC 4th Qtr alarm monitoring	74.58
33170	2023-10-13	Hydro One Networks Inc.	Monthly Hydro	2,165.71
33171	2023-10-13	.I.machine services	P/W Backhoe Repairs	135.60
33172	2023-10-13	Jones Motor Lines	Service all public toilets	675.18
33173	2023-10-13	Kearney/Perry Waste Management	4th Qtr Levy Payment	21,780.17
33174	2023-10-13	Lake Country Office Solutions	Admin Monthly Photocopy Fees	207.11

Town of Kearney
Account Report for October 13 - 24, 2023
Batch: 2023-00060 to 2023-00064

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33175	2023-10-13	LAS-Local Authority Services	Admin Office Expenses	28.92
33176	2023-10-13	LEA-Larocque Elder Architects	KCC Renovations Pymnt 24	6,506.45
33177	2023-10-13	Min Of Fin-Ontario	OPP LSR August billing	24,288.00
33178	2023-10-13	Minister of Finance, Ontario	Repay unused Grant Portion SALC	8,790.39
33179	2023-10-13	Mark Niemi Trucking Services Inc.	Boat ramp crane Rental (x3)	4,067.50
33180	2023-10-13	North Bay/Parry Sound District	November levy payment	2,322.99
33181	2023-10-13	Noveltymann	F/D Uniforms	532.23
33182	2023-10-13	Les Phinney	Beaver Removal x 5	500.00
33183	2023-10-13	Pro Image Crest	Dogsled 2024 - Crests	517.53
33184	2023-10-13	R&S Mobile	P/W 2 vehicles emission testing	474.60
33185	2023-10-13	Royal Canadian Legion	F/D & Council Wreath Purchase	170.00
33186	2023-10-13	Sharer, Jill	Reimburse KHS (Dunchurch)	88.40
33187	2023-10-13	Spectrum Telecom Group Ltd.	F/D Monthly Peversey Tower	269.51
33188	2023-10-13	Telequip Systems Limited	P/W Monthly Radio Usage	257.07
33189	2023-10-13	Waste Connections of Canada	Trans Stn. blue box recycling	13,120.85
33190	2023-10-13	Wenger Corporation	KCC Renos (Stage)	20,254.49
33191	2023-10-13	Wishart Law Firm LLP	General Legal (Human Resources)	983.10
33192	2023-10-23	Active Lock & Safe	KCC Renos - Change bldg locks	6,509.37
33193	2023-10-24	AMCTO Zone 7	Fall 2023 Workshop (Clerk)	125.00
33194	2023-10-30	Advanced Telecommunications	Programming Office Phones	203.40
33195	2023-10-30	Bell Mobility Inc.	P/W Monthly Cell / B/D Monthly Data Flex	187.58
33196	2023-10-30	Burk's Falls Home Hardware	P/W Shop Supplies / Trans. Stn Key	159.14
33197	2023-10-30	ClayMar Electric	Transfer Stn new hydro / Office power issues	2,876.43
33198	2023-10-30	Clouthier, Matthew	Expenses for Conference	699.74
33199	2023-10-30	Currie Truck Centre	P/W Def fluid	161.59
33200	2023-10-30	Demain, Mark	Refund Driveway Deposit	500.00

Town of Kearney
Account Report for October 13 - 30, 2023
Batch: 2023-00060 to 2023-00066

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33201	2023-10-30	Duncor Enterprises Inc	Surface Treatment (Lawson/Lynx)	35,843.60
33202	2023-10-30	Eastholme	4th Qtr Payment levy	33,471.00
33203	2023-10-30	Fetterley's Gas & Convenience	All Vehicles Fuel (Oct 5-17)	1,399.36
33204	2023-10-30	Freightliner North Bay	P/O Safety 2020 Freightliner	10,993.97
33205	2023-10-30	Huronia Alarm & Fire Security	Monthly Alarm Servicing	215.27
33206	2023-10-30	Jones Motor Lines	Trans Stn service toilets (Sept/Oct)	226.00
33207	2023-10-30	Kawartha Credit Union - Visa	All departments Monthly Stmnt	11,760.09
33208	2023-10-30	K.J.P.M. Inc	Roads 96 tonnes 2" minus gravel	781.15
33209	2023-10-30	LAS-Local Authority Services	Office Desks/Supplies	6,097.64
33210	2023-10-30	Mashinter, Amanda	Reimburse Training lunch Expenses	230.00
33211	2023-10-30	Min Of Fin-Ontario	MNRF 2023 Special Forest Prot Fees	7,571.86
33212	2023-10-30	Moore Propane Ltd.	P/O Propane Fill Oct 29/23	345.16
33213	2023-10-30	Netspectrum	F/D Monthly Internet	56.44
33214	2023-10-30	Novexco Inc	Admin Office Supplies	64.73
33215	2023-10-30	Township Of Perry	Assistance w/ Treasurer Interviews	379.10
33216	2023-10-30	PROFleetCare	F/D Vehicle Maintenance	960.50
33217	2023-10-30	Ransome Well Drilling Ltd	KCC Water System maintenance/filters	2,559.57
33218	2023-10-30	Reeder Web Design	Dog Sled Website Domain Renewal	28.24
33219	2023-10-30	Russell Christie LLP	General Legal (Frontier Lane)	645.23
33220	2023-10-30	SPCA-Ontario	Animal Control Fees (Oct - Dec)	440.47
33221	2023-10-30	Spectrum Telecom Group Ltd.	F/D Repeater Maintenance & Update Programming	2,354.14
33222	2023-10-30	Tatham Engineering Ltd	Various Reviews (July - Sept)	30,923.59
33223	2023-10-30	Telizon Inc	Monthly Long Distance	5.89
33224	2023-10-30	Toromont Ind. Ltd.	P/O 500 hour service 315 cat	1,810.01
33225	2023-10-30	Township Of Ryerson	F/D Shared Expenses (Water Trailer & Smoke liquid)	2,106.87
33226	2023-10-30	WPCI	P/O New Cell Phone	411.32

Town of Kearney
Account Report for October 13 - 30, 2023
Batch: 2023-00060 to 2023-00066

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
33227	2023-10-30	Workplace Safety & Ins.Board	3rd Qtr Remittance.	8,315.00

Total Computer Cheque: 357,458.51

Total AP: 357,458.51

Be it resolved that Council has received the 'List of Accounts' report for Cheques #33150 to #33227 in the total amount of $357,458.51

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TRANSFER STATION COUNCIL REPORT						
Date	**Monday Curbside Pick-up**	**Kearney**	**$**	**Sand Lake**	**$**	**Summary of Kallio's Waste $**
Oct. 10	1	40	0.00	30	120.00	50F/70C
Oct. 13		26	0.00	14	205.00	205C
Oct. 14		24	37.00	27	270.00	250C/20F
Oct. 15		31	10.00	23	464.00	300S/50B/110C/4G
Oct. 16 Rcpt. 230108-003		24	11.00	12	125.00	95C/30F
Oct. 17		32	0.00	17	25.00	25C
Oct. 20		14	0.00	21	70.00	70C
Oct. 21		28	20.00	10	150.00	105C/20B/25F
Oct. 22		34	0.00	31	307.00	100F/165C/40B/2G
Oct. 23 Rcpt. 230111-001		21	0.00	15	225.00	190C/35B
Oct. 24		24	0.00	17	50.00	50B
Oct. 27		26	20.00	23	337.00	335C/22G
Oct. 28		28	0.00	14	195.00	25B/25B/145C
Oct. 29		48	10.00	19	43.00	30F/5C/8G
Oct. 30 Rcpt. 230114-017		23	0.00	10	245.00	245C
TOTALS		274	**108.00**	200	**2831.00**	**Total $** **2,939.00**
COMMENTS This report covers 3 periods – October 10 - 30						
Attendant: Josh Dresser			Report Date: October 31, 2023			

PO Box 488
201 Atwood Avenue
Rainy River, ON
P0W 1L0

Office Phone: (807) 852-3244
Clerk Phone: (807) 852-3978
Fax: (807) 852-3553
Email: rainyriver@tbaytel.net
Website: www.rainyriver.ca

Town of Rainy River

RESOLUTION

MOVED BY _____ DATE: **October 10, 2023**

SECONDED BY _____ RESOLUTION: **23-020**

"**WHEREAS** the Corporation of the Town of Rainy River is a small community in Northwestern Ontario with limited financial resources;

AND WHEREAS the Town of Rainy River owns and operates the water treatment facilities, water distribution facilities, wastewater treatment facilities and wastewater collection facilities which service the residents of the Town of Rainy River;

AND WHEREAS the Town of Rainy River requires Class II Water Treatment Operators for its facilities;

AND WHEREAS the Corporation of the Town of Rainy River attempts to provide training as prescribed by the Province of Ontario to obtain the necessary classification(s);

AND WHEREAS the Town of Rainy River has been fortunate in obtaining a full staff compliment eager to take on the responsibilities of water treatment and distribution and wastewater collection and treatment operations;

AND WHEREAS any new employees of the Town of Rainy River require certification;

AND WHEREAS training is becoming increasingly difficult to procure;

AND WHEREAS the Province of Ontario has implemented stringent review of water treatment plants to ensure compliance;

AND WHEREAS the Province of Ontario is promoting and providing an increased number of training opportunities for a variety of trades;

BE IT HEREBY RESOLVED that the Corporation of the Town of Rainy River petitions the Province of Ontario to expand water treatment training opportunities for communities within Ontario;

AND FURTHER the training be delivered in a method that is flexible and affordable;

AND FURTHER utilize existing networks, such as Contact North, for on-line exam preparation and exam supervision;

AND FURTHER the Council of the Corporation of the Town of Rainy River forward copies of this resolution to Premier Doug Ford, Minister of Environment, Conservation and Parks Andrea Khanjin, MPP Greg Rickford, Walkerton Clean Water Centre, Ontario Municipalities."

ABSTAIN_____
AYES_____
NAYES_____

CARRIED ✓
DEFEATED_____

D. ARMSTRONG _____
D. EWALD _____
J. HAGARTY _____
B. HELGESON _____
N. IVALL _____
M. KREGER _____
G. PROST _____

MAYOR OR ACTING MAYOR

Town of Kearney
Budgetary Control
For the Period 2023-01-01 - 2023-09-30

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
020-001 - Tax Levy-Set Up Taxes			4,233,846.72	4,233,866.00	(19.28)	100.0
020-002 - Supplementaries				15,000.00	(15,000.00)	
020-003 - Grant-in-Lieu/Canada Post/Ont Graphite				24,840.00	(24,840.00)	
020-201 - Education Req - EP		(140,096.12)	(420,288.36)	(566,600.00)	146,311.64	74.2
020-202 - Education Req - FP		(827.50)	(2,482.50)	(3,050.00)	567.50	81.4
020-203 - Education Req - ES		(8,692.39)	(26,077.17)	(34,508.00)	8,430.83	75.6
020-204 - Education Req - FS		(1,952.46)	(5,857.38)	(7,478.00)	1,620.62	78.3
021-001 - OMPF Grant			551,550.00	735,400.00	(183,850.00)	75.0
021-002 - AMO Gas Tax Revenue (Re: Funds spent)				119,568.00	(119,568.00)	
021-007 - COVID-19 Funding-ICIP (prev safe restart			93,866.92	93,867.00	(0.08)	100.0
021-023 - OPP Detachment Revenue			1,411.12	1,540.00	(128.88)	91.6
021-421 - Provincial Offences			675.59	1,000.00	(324.41)	67.6
021-422 - CSPT-Court Security Prisoner Transport			277.00	1,109.00	(832.00)	25.0
021-423 - OCLIF (Cannabis)				3,289.00	(3,289.00)	
021-502 - Aggregate Resources Trust		3,299.09	3,299.09	3,290.00	9.09	100.3
021-504 - OCIF Formula Based Funding		29,369.00	146,842.00	207,734.00	(60,892.00)	70.7
021-601 - Recycling/Hazardous Waste Grants		25,052.59	48,481.81	96,227.00	(47,745.19)	50.4
021-711 - Elderly Persons Operating Grant			13,335.00	12,825.00	510.00	104.0
021-712 - Elderly Persons Special Grant			8,738.00	8,738.00		100.0
021-714 - Seniors Active Living Fair		1,875.00	1,875.00		1,875.00	
021-821 - Prov.Water System Funds			544.00		544.00	
021-823 - NOHFC - KCC renovation			200,129.97	739,200.00	(539,070.03)	27.1
021-901 - NOHFC-Youth Intern		18,173.08	35,706.80	30,962.00	4,744.80	115.3
022-321 - Tax Certificates		150.00	1,000.00	2,610.00	(1,610.00)	38.3
022-322 - Fax & Photocopy Revenue		73.50	209.89	200.00	9.89	105.0
022-401 - Fire Dept Misc. Revenue		4,805.00	9,535.00	1,670.00	7,865.00	571.0
022-441 - Bldg. Dept - Bldg & Zoning Compliance		1,365.56	2,160.56	2,190.00	(29.44)	98.7
022-442 - Bldg Dept - Abandoned Permits				3,460.00	(3,460.00)	
022-443 - Bldg Dept - Special Inspections			200.00	400.00	(200.00)	50.0
022-491 - 911 Civic Number Signs			310.00	840.00	(530.00)	36.9
022-601 - Trans. Stn. Tipping Fees/Other Revenue		6,029.71	24,376.46	24,910.00	(533.54)	97.9
022-811 - Kearney Dog Sled Revenue			25,027.57	25,027.00	0.57	100.0
022-812 - Regatta Revenue		500.00	22,508.36	24,000.00	(1,491.64)	93.8
022-813 - Rec Programs - Misc Revenues			1,212.95	750.00	462.95	161.7
022-814 - Swim Program				960.00	(960.00)	
022-821 - KCC Revenue			2,706.00	4,000.00	(1,294.00)	67.7
022-841 - Art Show Revenue		173.90	831.54	6,000.00	(5,168.46)	13.9
022-901 - Planning Revenue		1,350.00	8,100.00	10,690.00	(2,590.00)	75.8
023-001 - Lottery Lic. Revenue		36.00	2,348.97	3,000.00	(651.03)	78.3

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
023-002 - Trailer License Revenue		360.00	2,160.00	3,000.00	(840.00)	72.0
023-003 - Marriage License Revenue			125.00	900.00	(775.00)	13.9
023-004 - Encroachment Revenue			200.00	200.00		100.0
023-401 - Fire Permits & Inspection Revenue			5,554.00	6,500.00	(946.00)	85.5
023-441 - Building Permits Revenue		21,770.00	179,566.84	187,000.00	(7,433.16)	96.0
023-461 - Dog Tags			208.00	200.00	8.00	104.0
023-501 - Driveway/Entrance/Oversize/Permits		600.00	2,150.00	5,080.00	(2,930.00)	42.3
024-822 - Senior's Lounge			110.62	200.00	(89.38)	55.3
025-001 - General Donations			4,000.00	4,000.00		100.0
025-501 - SOES-Scarborough School Brd Rd Maint.		5,771.17	11,542.34	11,542.00	0.34	100.0
026-001 - Bank Interest		21,879.62	170,384.50	185,000.00	(14,615.50)	92.1
026-002 - Interest On Taxes		(3.72)	36,573.81	51,500.00	(14,926.19)	71.0
027-811 - Centennial Committee Revenue			20.00	20.00		100.0
028-001 - Miscellaneous Revenue		53.44	27,754.50	2,700.00	25,054.50	1027.9
028-003 - Asset sale/insurance proceeds				11,500.00	(11,500.00)	
028-801 - Parkland Revenue Re: Funds spent				21,722.00	(21,722.00)	
028-802 - Parkland Dedic.Cash-in-lieu:HOLDING ACCT			14,400.00		14,400.00	
029-001 - Transfer from Reserves				1,327,663.00	(1,327,663.00)	
029-002 - Prior Year Surplus (budget only)				642,811.00	(642,811.00)	
Revenue Totals:		(8,885.53)	5,441,150.52	8,289,064.00	(2,847,913.48)	65.6
030-001 - Council Honorariums		4,150.00	36,600.00	49,050.00	12,450.00	74.6
030-010 - Council EHT & CPP		80.94	713.82	960.00	246.18	74.4
030-020 - Council Sundry Expenses		526.46	1,484.84	2,750.00	1,265.16	54.0
030-035 - Council Insurance			1,367.28	1,367.00	(0.28)	100.0
030-040 - Council Training, Dues & Mileage		2,398.76	7,431.25	11,400.00	3,968.75	65.2
030-050 - Council Donations			2,850.00	3,850.00	1,000.00	74.0
031-020 - Election Expenses			2,304.87	2,304.00	(0.87)	100.0
031-900 - Transfer to Election Reserve				4,075.00	4,075.00	
032-001 - Administration - Wages & Benefits		30,744.42	270,120.43	459,000.00	188,879.57	58.9
032-020 - Office Postage, Supplies and Sundries		364.09	11,250.36	10,730.00	(520.36)	104.9
032-023 - Computer and Equipment Maint & Paper		3,046.54	33,465.91	39,200.00	5,734.09	85.4
032-025 - CGIS Expenses		2,818.02	11,272.08	11,586.00	313.92	97.3
032-026 - Advertising		1,719.75	3,041.54	2,000.00	(1,041.54)	152.1
032-027 - Association Dues			4,337.78	4,773.00	435.22	90.9
032-030 - Telephone		1,003.85	5,561.13	5,800.00	238.87	95.9
032-031 - Hydro		292.01	3,491.95	4,420.00	928.05	79.0
032-035 - Insurance-Administration			57,771.38	57,771.00	(0.38)	100.0

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
032-036 - Insurance Claim Deductibles				25,000.00	25,000.00	
032-040 - Training & Professional Development			3,544.22	5,000.00	1,455.78	70.9
032-050 - MPAC - Property Assessment		14,012.25	56,049.00	56,049.00		100.0
032-051 - Contracted General Legal/Title Searches		10,215.49	19,404.34	50,000.00	30,595.66	38.8
032-053 - Auditor			(5,308.73)	20,585.00	25,893.73	125.8
032-054 - Contracted Accounting			29,314.63	45,000.00	15,685.37	65.1
032-057 - CUPE Negotiation Costs-Legal/other			160.86	20,566.00	20,405.14	0.8
032-058 - UFCW Negotiation Costs-Legal/other			442.31	16,389.00	15,946.69	2.7
032-060 - Property Tax Write Offs			801.02	12,500.00	11,698.98	6.4
032-063 - Allowance Adjustments - Tax Arrears			(945.49)	(945.00)	0.49	100.1
032-065 - Bank Charges & Interest		210.20	1,684.16	3,000.00	1,315.84	56.1
032-100 - Mileage Expenses		74.71	74.71	700.00	625.29	10.7
032-800 - General Government Capital			14,676.80	48,045.00	33,368.20	30.6
032-900 - Provisions for Reserves				184,623.00	184,623.00	
040-001 - KVFD - Fire Wages & Benefits		3,459.20	39,541.21	79,000.00	39,458.79	50.1
040-003 - KVFD - Volunteer Compensation&Training		163.60	(97.33)	70,000.00	70,097.33	100.1
040-010 - KVFD - Volunteer WSIB, EHT				3,900.00	3,900.00	
040-020 - KVFD - Administrative Expenses		454.96	7,040.35	7,430.00	389.65	94.8
040-022 - KVFD - Public Education				3,000.00	3,000.00	
040-023 - KVFD-Repeater Tower & Dispatch Services		293.53	2,632.61	7,500.00	4,867.39	35.1
040-025 - KVFD - Equipment Maintenance		984.02	7,907.67	8,000.00	92.33	98.9
040-026 - KVFD - Small Equipment Purchases		904.63	4,185.74	15,150.00	10,964.26	27.6
040-030 - KVFD - Telephone		136.28	680.14	860.00	179.86	79.1
040-031 - KVFD - Hydro/Heat		186.02	6,325.04	8,210.00	1,884.96	77.0
040-032 - KVFD - Building Expenses		200.98	7,478.54	7,900.00	421.46	94.7
040-035 - KVFD - General & Firefighters Insurance			33,065.40	33,065.00	(0.40)	100.0
040-041 - KVFD - Joint Training Officer		4,170.40	12,511.22	17,182.00	4,670.78	72.8
040-042 - KVFD - Uniforms			2,066.39	6,000.00	3,933.61	34.4
040-060 - MNR Fire Agreement				7,572.00	7,572.00	
040-100 - KVFD - Vehicle Expenses		2,018.13	19,794.33	18,000.00	(1,794.33)	110.0
040-723 - 2007 E-One Pumper/Tanker Principal			6,597.00	9,302.00	2,705.00	70.9
040-724 - KVFD-2007 E-One Pumper/Tanker Interest				3,892.00	3,892.00	
040-800 - KVFD - Capital Purchases Equipment			25,905.06	577,535.00	551,629.94	4.5
041-021 - 1st Response - Medical Supplies			1,105.72	2,500.00	1,394.28	44.2
042-020 - Policing (Realignment)		25,109.00	175,763.00	301,307.00	125,544.00	58.3
044-001 - Building Dpt Wages & Benefits		17,468.14	157,017.22	234,400.00	77,382.78	67.0
044-020 - Building Dpt Office Expense		247.95	11,478.71	12,000.00	521.29	95.7
044-027 - Building Department Memberships			797.95	1,000.00	202.05	79.8
044-040 - Building Dept Training & Misc		310.74	2,246.99	10,000.00	7,753.01	22.5

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
044-058 - Building Department Legal-(TOK)(			13,945.83	40,000.00	26,054.17	34.9
044-100 - Bldg Dept Mileage&Vehicle exp		1,099.00	4,926.31	7,000.00	2,073.69	70.4
044-800 - Building Dept Capital purchases			6,809.96	10,672.00	3,862.04	63.8
045-001 - By-Law Enfor Wages		26,049.05	73,172.79	83,300.00	10,127.21	87.8
045-020 - By-Law Expenses / Mileage (TOK)			3,569.73	6,500.00	2,930.27	54.9
045-023 - By-law Training			2,001.27	3,740.00	1,738.73	53.5
045-058 - By-law Legal			753.03	3,000.00	2,246.97	25.1
046-020 - Animal Control Costs			1,321.41	1,862.00	540.59	71.0
049-020 - Emergency Measures Expenses			1,341.78	1,200.00	(141.78)	111.8
050-001 - PW -General Overhead Wages & Benefits			16,564.79		(16,564.79)	
050-002 - PW-Shop Maintenance Wages			7,278.71		(7,278.71)	
050-020 - Garage - Bldg & Equip Supplies/R&M		1,968.91	13,022.02	53,800.00	40,777.98	24.2
050-030 - Telephone/Radio		380.59	4,112.47	4,000.00	(112.47)	102.8
050-031 - Garage - Hydro/Heat		193.53	8,427.57	15,700.00	7,272.43	53.7
050-035 - Municpal Insurance - Roads			38,491.01	38,491.00	(0.01)	100.0
050-040 - Employee Expenses & Training			8,960.61	13,945.00	4,984.39	64.3
050-100 - Public Works All Vehicle Fuel		4,364.38	51,668.90	86,000.00	34,331.10	60.1
050-101 - PW - Wages & Benefits Equipment Mtce			9,954.64		(9,954.64)	
050-105 - 2012 GMC Truck #3			574.69		(574.69)	
050-106 - 2021 Dodge #9 fuel, license, repairs		921.70	5,510.91	6,500.00	989.09	84.8
050-115 - 2007 Sterling Tandem #5			3,760.00	3,760.00		100.0
050-120 - 2008 Sterling Tandem #6		264.58	11,819.14	15,000.00	3,180.86	78.8
050-121 - 2016 Freightliner Plow Truck		6,803.78	13,885.83	10,500.00	(3,385.83)	132.3
050-122 - 2019 Ford 550 - License and repairs		546.83	1,537.54	3,500.00	1,962.46	43.9
050-123 - 2020 Freightliner License and Repairs			2,746.16	14,000.00	11,253.84	19.6
050-124 - Licence & Repairs - 2023 Plow/Sander		34.42	34.42	1,000.00	965.58	3.4
050-125 - Ford 550 Sanding Unit Truck 8			568.71	2,500.00	1,931.29	22.8
050-135 - Cat Excavator			1,154.47	5,000.00	3,845.53	23.1
050-145 - Equip. #5 - Steamer Propane/Repairs				200.00	200.00	
050-155 - Equip # 6 - Grader Repairs		753.28	2,150.67	26,000.00	23,849.33	8.3
050-160 - Repairs - CAT Backhoe (prev.John Deere)			1,000.81	8,000.00	6,999.19	12.5
050-165 - Trackless Sidewalk Unit			1,124.16	1,200.00	75.84	93.7
050-166 - Sweeper			4,432.76	3,000.00	(1,432.76)	147.8
050-170 - Public Works Trailer		156.90	156.90	3,500.00	3,343.10	4.5
050-728 - West Bay Rd Loan - Principal				14,407.00	14,407.00	
050-729 - West Bay Road Loan-interest		1,246.43	11,217.87	550.00	(10,667.87)	2039.6
050-801 - PW Capital Building & Equipment		338,861.47	340,493.70	334,632.00	(5,861.70)	101.8
050-802 - Capital Road Construction			66,779.81	405,073.00	338,293.19	16.5
050-900 - PW - Transfer to Reserve				407,819.00	407,819.00	

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
051-001 - PW - Paved Rd Wages & Benefits			6,384.91		(6,384.91)	
051-020 - Cold Patch/Patching (Paved Road)		1,859.79	4,458.06	3,300.00	(1,158.06)	135.1
051-022 - Line Painting (Paved Road)			7,397.26	13,000.00	5,602.74	56.9
051-023 - Stormwater System Maint./Catch Basin			1,450.08	1,500.00	49.92	96.7
052-001 - PW - Unpaved Rd Wages & Benefits			5,727.75		(5,727.75)	
052-020 - Gravel - Unpaved Roads			220.51		(220.51)	
052-021 - Dust Control (Unpaved Roads)		11,577.03	30,395.55	53,550.00	23,154.45	56.8
052-022 - Gravel Pits (Shanty)				1,100.00	1,100.00	
052-023 - Armour/Joly Road Mtce Agreements			3,358.09	3,358.00	(0.09)	100.0
053-001 - PW -Bridges and CulvertsWages & Benefits			676.46		(676.46)	
053-020 - Bridge Op Expenses (Repairs/Inspections)				10,000.00	10,000.00	
053-021 - Culverts and Bridges		209.62	347.96	900.00	552.04	38.7
054-001 - Roadside Wages&Benefits			4,745.66		(4,745.66)	
054-020 - Roadside - Mowing/Brushing			6,192.11	8,000.00	1,807.89	77.4
054-021 - Roadside - Signs		801.69	1,844.85	5,500.00	3,655.15	33.5
054-022 - Roadside Beaver Trapping			700.00	500.00	(200.00)	140.0
054-023 - Roadside - Guardrails			488.45	500.00	11.55	97.7
055-001 - PW - Winter Control Wages & Benefits			64,012.32		(64,012.32)	
055-020 - Materials - Winter Sand & Salt			2,401.42	75,000.00	72,598.58	3.2
055-021 - Carillion/Fowler Winter Road Agmts			4,081.97	5,123.00	1,041.03	79.7
056-020 - Street Lights		285.02	2,016.34	5,900.00	3,883.66	34.2
059-001 - PW-Wages & Benefits Holding Account		35,661.76	343,736.06	533,500.00	189,763.94	64.4
059-002 - PW wages and benefits-allocated			(138,253.31)		138,253.31	
060-001 - Transfer Station Wages & Benefits		4,523.01	37,030.57	60,522.00	23,491.43	61.2
060-002 - PW and Facilitities Wages-transfer stn			13,503.95		(13,503.95)	
060-020 - Environment & By-Law Committee Expenses		101.76	413.92		(413.92)	
060-021 - Joint Waste Management			65,340.51	87,121.00	21,780.49	75.0
060-022 - BFI - Recycling		21,038.85	86,024.94	115,680.00	29,655.06	74.4
060-023 - BFI - Shingles & Metal		1,203.71	1,244.43	8,940.00	7,695.57	13.9
060-024 - Trans. Stn Operating Expense		950.54	4,532.91	4,710.00	177.09	96.2
060-025 - MNR - Land Use Permits				173.00	173.00	
060-026 - Hazardous Waste Days				14,150.00	14,150.00	
060-031 - Trans. Stns - Hydro & Phones		253.30	2,428.10	4,800.00	2,371.90	50.6
060-035 - Transfer Station Insurance (Backhoe)			434.00	434.00		100.0
060-060 - Trans Stn-John Deere Backhoe Repairs			6,343.96	6,400.00	56.04	99.1
060-100 - Landfill Closure and Post-Closure			5,851.21	9,413.00	3,561.79	62.2
060-800 - Transfer Station Capital		29,267.00	29,267.00	40,000.00	10,733.00	73.2
070-020 - North Bay/Parry Sound Dist. Health Unit		2,322.99	22,902.36	27,548.00	4,645.64	83.1
070-021 - Ambulance			128,341.57	128,342.00	0.43	100.0

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
070-022 - Almaguin Highlands Health Ctre Committee			2,602.85	2,603.00	0.15	100.0
070-900 - To Reserve - Muskoka Hospital				108,750.00	108,750.00	
071-022 - Eastholme - Levy		33,471.00	100,413.00	133,884.00	33,471.00	75.0
071-025 - DSSAB (Social Service Admin Board)			127,218.87	169,625.00	42,406.13	75.0
071-032 - Seniors Grant - Kearney Maint./Exp.			577.48	3,000.00	2,422.52	19.3
071-033 - Seniors One Time Grant Expenses				8,738.00	8,738.00	
080-001 - Parks Wages & Benefits		1,314.75	5,134.10	14,600.00	9,465.90	35.2
080-002 - PW and Facilities wages - Parks			8,074.35		(8,074.35)	
080-020 - Parks & Trails Maintenance and Supplies		156.96	3,755.14	7,370.00	3,614.86	51.0
080-024 - Boat Ramps and Docks Maintenance			4,121.21		(4,121.21)	
080-025 - Parks - Town Dock Hydro		30.19	216.09	400.00	183.91	54.0
080-027 - R.Bice Sust.Ctre & Wilderness Experience				9,924.00	9,924.00	
080-035 - Parks & Recreation Insurance			16,114.15	16,114.00	(0.15)	100.0
080-090 - Parks - Lions Park/Rink		296.91	3,030.14	4,340.00	1,309.86	69.8
080-100 - Parks veh.# 8 Ford F150 Op.Exp.		245.24	2,596.75	3,590.00	993.25	72.3
080-801 - Boat RampsDocks Capital (Incls 080-803)				135,374.00	135,374.00	
081-001 - Recreation - Swimming Wages&Benefits				1,225.00	1,225.00	
081-002 - PW and Facilities Wages - Rec Programs			2,881.85		(2,881.85)	
081-020 - Recreation Program Expenses		152.49	1,109.46	1,400.00	290.54	79.3
081-021 - Swimming Program Expenses			1,330.00	275.00	(1,055.00)	483.6
081-035 - Municipal Insurance-Volunteers			810.00	810.00		100.0
081-050 - KCC Committee				4,000.00	4,000.00	
081-051 - Christmas Festival Committee				500.00	500.00	
081-501 - Dog Sled Races Expenditures		114.33	33,560.46	33,332.00	(228.46)	100.7
081-502 - Regatta/Fireworks Expenditures			26,611.73	24,000.00	(2,611.73)	110.9
081-902 - Regatta band shelter transfer to reserve				800.00	800.00	
082-001 - KCC - Wages & Benefits		592.23	29,356.08	61,245.00	31,888.92	47.9
082-002 - KCC Wages- Allocated to Other Functions			(8,552.24)		8,552.24	
082-003 - Public Works Wages - Facilities			7,000.16		(7,000.16)	
082-020 - KCC - Supplies & Maintenance		1,053.02	8,026.95	10,000.00	1,973.05	80.3
082-021 - KCC - Water Operations & Maint.		76.32	914.63	1,000.00	85.37	91.5
082-031 - KCC - Hydro/Heat		610.97	8,991.97	18,300.00	9,308.03	49.1
082-035 - KCC - Insurance			7,738.69	7,739.00	0.31	100.0
082-040 - KCC - Employee Expenses and Training			295.03	815.00	519.97	36.2
082-800 - KCC - Capital Expenses		190,552.12	1,401,725.21	1,972,260.00	570,534.79	71.1
083-020 - Library Levy			30,832.00	30,832.00		100.0
083-021 - Library - Operating Expenses		(1,099.45)	6,975.46	7,420.00	444.54	94.0
084-020 - Art Show		7,316.11	7,316.11	6,000.00	(1,316.11)	121.9
090-020 - Planning Misc. Expenses		(411.05)	5,915.58	20,000.00	14,084.42	29.6

Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
090-051 - New Development Legal/Misc Expenses			847.11	847.00	(0.11)	100.0
091-020 - Economic Development Misc. Expenses			1,383.94	1,384.00	0.06	100.0
Expense Totals:		855,938.13	4,437,243.03	8,289,064.00	3,851,820.97	53.5
Net Surplus (Deficit):		(864,823.66)	1,003,907.49		1,003,907.49	

Accounts Printed: 233



Update from Almaguin Highlands Health Council

26-Sep-2023

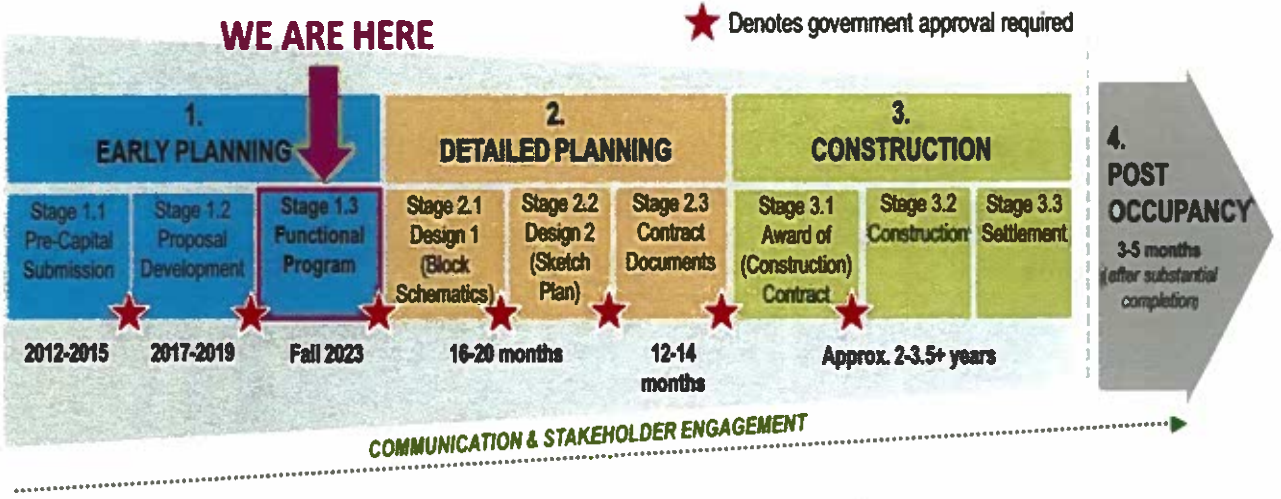
MAHC Hospital Build "Local Share" Updates

Rod Ward – Chair, AHHC

Almaguin
Embrace our nature

Preliminary: For Discussion Purposes Only

Muskoka Algonquin Health Care (MAHC) Hospital Builds (Huntsville / Bracebridge) – Impact of Local Share



- Local Share costs are mandated by provincial legislation
- Local community is required to cover 10% of capital building costs + 100% equipment costs
- Local Share was estimated to be $129-m at project outset in 2019
- Projected Local Share at project completion is now estimated to be $225-m
- Two hospital foundations, MAHC and municipalities are part of local share discussion

Preliminary: For Discussion Purposes Only

Original "formula" proposed by AHHC…presented in February 2023 to Local Share Committee

- Fund-raising efforts will focus on enhancing healthcare services in the Almaguin Highlands
- An Almaguin-wide approach will demonstrate a significant contribution to healthcare
- Healthcare is the largest (sector) employer in the region
- There are groups lobbying for changes to the Local Share – 'urban versus rural' realities
- We have an extended period to raise funds
- Any funds raised will directly benefit healthcare in the Almaguin Highlands
- **For all of us, it represents a commitment to healthcare in our region**

Overall Local Share = $225-million

Funder	Projected Total	Percentage
Hospital Foundations	$67.5-m	30%
MAHC	$45-m	20%
Municipal Share	$112.5-m	50%
Almaguin Highlands Share **	**$9.5-m**	**4.22%**

Almaguin
Embrace our nature

****Based on 12-year fund-raising target; $9.5-m to Local Share; $2.5-m to Almaguin healthcare directly**

"Finalized" commitments as of September 2023

- Fund-raising efforts will focus on enhancing healthcare services in the Almaguin Highlands
- An Almaguin-wide approach will demonstrate a significant contribution to healthcare
- Healthcare is the largest (sector) employer in the region
- There are groups lobbying for changes to the Local Share – 'urban versus rural' realities
- We have an extended period to raise funds
- Any funds raised will directly benefit healthcare in the Almaguin Highlands
- **For all of us, it represents a commitment to healthcare in our region**

Overall Local Share Committed = $216-million*

Funder	Projected Total	Percentage (of total $225-m)
Hospital Foundations	$70-m	31.1%
MAHC	$38.2-m	17.0%
Municipal Share	$107.8-m	47.9%
**** Shortfall (as of Sept 2023)***	$9.0-m	4.0%
Almaguin Highlands Share ** (included in Municipal Share)	**$9.5-m**	**4.2%**

Almaguin
Embrace our nature

*** MAHC Board has signed off on risk in only having 96% of the $225-m Local Share committed thus far**
****Based on 12-year fund-raising target; $9.5-m to Local Share; $2.5-m to Almaguin healthcare directly**

Status To-Date: As at 01-Sep-2023

Municipality	Comments	MAHC Build Commitment	Almaguin Share Commitment	TOTAL per municipality
Armour	12-year commitment	1.14-m *	285-k *	1,425,000
Burk's Falls	2023 commitment	225-k **	56-k **	281,000
Joly				
Kearney	12-year commitment	1.044-m *	261k *	1,305,000
Machar				
Magnetawan	2023 commitment	960-k **	240-k **	1,200,000
McMurrich / Monteith	12-year commitment	639-k *	159-k *	798,000
Perry	2023 commitment	480-k **	120-k **	600,000
Ryerson	2023 commitment	160-k **	80-k **	240,000
South River				
Strong	12-year commitment	144-k *	36-k *	180,000
Sundridge	2023 commitment	67.2-k	16.8-k	84,000
TOTALS (12-year projected)		**4,859,200**	**1,253,800**	**6,113,000**

* Committed via resolution over 12 years ** Forecast over 12 years – only 1 year commitment as of 2023

Total forecast as of September 1, 2023 $6.113-m (Local Share + Almaguin portion)

master

KEARNEY & AREA PUBLIC LIBRARY
BOARD MEETING

Wednesday October 4, 2023 @ 9 a.m.

MINUTES

Present: Joanne Andrews, Shawn Armstrong, Keven Beaucage, Jo-Anne Clark, Anne Dault, Karen Pudsey, Kathy Roi.

Regrets: Jennifer Over

1. **CALL TO ORDER**
A motion was made by Keven Beaucage, seconded by Shawn Armstrong, BE **IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 4, 2023, be called to order at 9:03 a.m.
CARRIED

2. Mayor Cheryl Phillip presented a donation cheque for $200 from the Local Authority Services to the Library as she won the Scavenger hunt at the Association of Municipalities of Ontario conference.

3. **APPROVAL OF THE AGENDA**
A motion was made by Shawn Armstrong, seconded by Keven Beaucage, **BE IT RESOLVED** that the Library Agenda for the October 4 2023, meeting be accepted as amended.
CARRIED

4. **MINUTES OF THE LAST MEETING**
A motion was made by Jo-Anne Clark, seconded by Karen Pudsey **BE IT RESOLVED** that the Library Minutes from June 28, 2023, meeting be accepted as presented.
CARRIED

5. **APPOINTMENT BYLAWS**
   a) A motion was made by Karen Pudsey, seconded by Jo-Anne Clark, **BE IT RESOLVED** that being a by-law, appoint an interim CEO/Librarian and secretary of the board. Section 5 (2); Section 15 (5) of the library act.
   CARRIED

   b) A motion was made by Anne Dault, seconded by Karen Pudsey, **BE IT RESOLVED** that being a by-law, appoint an alternate secretary of the board. Section 15 (3)
   CARRIED

6. **TREASURER'S REPORT**
A motion was made by Shawn Armstrong, seconded by Karen Pudsey **BE IT RESOLVED** that the Library Treasurer's Report for June, July, August 2023 be accepted as presented.
CARRIED

b) Under the Public Libraries act – b) personnel matters about an identifiable individual. A motion was made by Karen Pudsey, seconded by Jo-Anne Clark, **BE IT RESOLVED** that the Kearney and area Library Board appoint Joanne Andrews as part-time permanent librarian.
CARRIED

11. **End of Closed session**
A motion was made by Karen Pudsey, seconded by Keven Beaucage, **BE IT RESOLVED** that we come out of closed session @ 10:20 am.
CARRIED

12. OTHER

a) Next library meeting will be October 25th, 2023 @ 10 am

13. ADJOURNMENT

A motion was made by Keven Beaucage, seconded by Shawn Armstrong, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 4th, 2023, adjourns at 10:25 a.m.
CARRIED

Chairman

Joanne Andrews
Secretary

master

KEARNEY & AREA PUBLIC LIBRARY
SPECIAL BOARD MEETING

Wednesday October 18, 2023 @ 10 a.m.

M I N U T E S

Present: Joanne Andrews, Keven Beaucage, Jo-Anne Clark, Anne Dault, Karen Pudsey, Kathy Roi.

Regrets: Shawn Armstrong, Jennifer Over

1. **CALL TO ORDER**
A motion was made by Anne Dault, seconded by Keven Beaucage, BE **IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 18, 2023, be called to order at 10:05 a.m.
CARRIED

2. **APPROVAL OF THE AGENDA**
A motion was made by Jo-Anne Clark, seconded by Karen Pudsey, **BE IT RESOLVED** that the Library Agenda for the October 18, 2023, meeting be accepted as presented.
CARRIED

3. **NEW BUSINESS**

a) Library hours

Evening hours were discussed, and safety was brought up, as the staff member would be working alone in the building at night. It was thought that we could have similar hours with the recreation activity nights in the gym. This would act as a safeguard for library and rec staff working at night. It was also thought that it was safe as is to work in the library in the evening. A new schedule was proposed for winter hours however it was noted that it would be deferred due to CEO appointments and updated when a library assistant was hired. Summer hours was deferred. It was suggested that a Library drop box outside or made into the building itself would help when the Library was closed and might be coordinated with the Town. Keven Beaucage will take this matter to the town.

b) New Library assistant – advertisement and hours

Since the Library assistant position became vacant, an advertisement was placed on the Kearney website, the Town website, Whats up Kearney and posters placed around town. The advertisement closes on Friday October 20th at 4 pm. The hours of the assistant were discussed and it was brought up that Mike Rickwards donation was to enhance the library and extended hours was thought to be a good use of the funds. It was discussed that the assistant have some regular weekly hours as well as fill in on a casual basis. The CEO said she would fill in for assistant if they were ill. It was thought that the Library could get a grant if it is open 30 hours a week. It was suggested that the Library assistant could do the summer program instead of hiring out. It was noted that since there is not a lot of employment in Kearney, that the summer program be reserved for a student.

4. **Closed Session**

A motion was made by Anne Dault, seconded by Keven Beaucage BE **IT RESOLVED** that the Library Board move into closed session @ 10:35 am.
CARRIED

5. **a)** A motion was made by Keven Beaucage, seconded by Anne Dault, **BE IT RESOLVED** that the new CEO/Librarian employment agreement to be accepted as amended.
CARRIED

b) A motion was made by Karen Pudsey, seconded by Jo-Anne Clark, **BE IT RESOLVED** that the CEO vacation pay begin accumulating beginning on October 2023, and not paid at each pay period.
CARRIED

c) A motion was made by Jo-Anne Clark, seconded by Karen Pudsey, **BE IT RESOLVED** that the CEO will receive retro pay back to August 29, 2023, after the Town of Kearney union has rectified their pay.
CARRIED

6. **End of Closed session**

A motion was made by Anne Dault, seconded by Jo-Anne Clark, **BE IT RESOLVED** that we come out of closed session @ 11:30 am.
CARRIED

7. **OTHER**

a) Next library meeting will be October 25th, 2023 @ 10 am

8. **ADJOURNMENT**

A motion was made by Anne Dault, seconded by Keven Beaucage, **BE IT RESOLVED** that the Kearney & Area Public Library Board meeting for October 18th, 2023, adjourns at 11:42 a.m.
CARRIED

Chairman

Joanne Andrews
Secretary

AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the "Town")

OF THE FIRST PART

-and-

LISA BUGELLI
(hereinafter called the "Instructor")

OF THE SECOND PART

WHEREAS the Town desires to hire the services of the Instructor for a set term to instruct fitness classes in the Town of Kearney.

AND WHEREAS the Instructor will provide the Services on the terms as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. TERM

The term of this Agreement shall be for 2 years from Tuesday December 5, 2023 to and including Thursday December 4, 2025, after which this Agreement shall terminate.

The Instructor shall perform the Services as set out herein on the following dates and times:

- Every Tuesday beginning December 5, 2023 from 8:45am to 9:30am and 9:45am to 10:30am
- Every Thursday beginning, December 7, 2023 from 8:45am to 9:30am and 9:45am to 10:30am for a two (2) year term.

On each service date, the Instructor shall, and is permitted to, attend at the Site and start time noted above, and is permitted to, remain at the Site until the end time noted.

If the Instructor decides to terminate the contract early outside of any termination clause in these terms and conditions, before one (1) year has completed, the Instructor shall pay back 100% of their training costs due with a 90 day notice in writing. If the Instructor decides to terminate the contract early outside of any termination clause in these terms and conditions, after one (1) year from

commencement of this contract but before completion of the 2nd year of the contract, the Instructor shall pay back 50% of their training costs due with a 90 day notice in writing.

During the term of this Agreement, if the Instructor wishes to take vacation, the Instructor shall provide the Town a minimum of the 3 weeks notice, if possible. It is understood that should an emergency occur where the Instructor is unable to facilitate the classes as outlined in this contract, the Instructor shall provide as much notice as possible to the CAO/Clerk or his/her designate.

2. SCOPE OF SERVICES

During the dates and times set out herein, the Instructor shall provide the services of instructing fitness classes for the Town of Kearney. All materials and equipment necessary for the Services shall be supplied by the Town, at its sole expense. The Instructor shall complete the Services in a good and workmanlike manner.

3. LOCATION

The Instructor shall be permitted to locate its equipment and materials on the Site as directed by Town and as is reasonably necessary to facilitate the provision of the Services.

3. FEES AND PAYMENT SCHEDULE

The Town shall pay the Instructor for the Services at the rate of $30.00 per class with renegotiation one (1) year from the commencement of the contract. The Instructor shall invoice the Town on a monthly basis for all Services completed in the preceding month, and the Town shall remit payment within a reasonable period of time thereafter.

4. TOWN DIRECTIONS

The Instructor undertakes and agrees to follow the reasonable directions of the Town with respect to all matters arising from this Agreement.

5. INSURANCE, INDEMNIFICATION AND RELEASE

5.1 INSURANCE

a. Policy of Insurance - The Instructor shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town, and insuring for the joint benefit of the Operator and the Town against any liability that may arise out of services contracted for hereunder.

b. Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than $2,000,000.00 inclusive comprehensive general liability and such policy shall contain:

i. a cross-liability clause;

ii. product/completed operation coverage;

iii. shall include the following as an additional insured:

1. The Corporation of the Town of Kearney

iv. Notice of Cancellation - a provision that the insurance company agrees to notify the Town fifteen (15) days in advance of any material change or cancellation of the said insurance policy.

c. Certificate of Coverage - Any certificate of coverage filed with the Town shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d) and (e) above is in effect.

d. Confirmation of Premium Payment - The Instructor shall, from time to time as required by the Town, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Instructor shall file a copy of the policy with the Town.

e. Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Instructor from responsibility for other or larger claims, if any, and for which it may be held responsible.

5.2 INDEMNIFICATION AND WAIVER

The Instructor agrees and covenants to indemnify and save harmless the Town and its employees, officers, directors, agents, servants and invitees (collectively, the "**Indemnified Parties**") from and against any and all loss, liability, damages, costs and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the performance of any work or service performed or rendered by the Instructor, its agents, officials, employees or subcontractors or any of them or as a result of any act or omission of the Instructor, its agent, officials, employees or subcontractors resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Instructor, the Instructor shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

The Instructor further agrees and covenants to indemnify and save harmless the Town against all actions, suits, claims, damages, costs and liabilities arising out of

or as a result of any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Instructor as set out in this Agreement.

6. NOTICE

Notice shall be given by the Instructor to the Town in writing addressed and mailed by registered mail to:

The Corporation of the Town of Kearney
P.O. Box 38, 8 Main Street
Kearney, Ontario P0A 1M0
ATTN: Clerk Administrator

Notice shall be given by the Town to the Operator in writing addressed and mailed by registered mail to:

LISA BUGELLI

Formal Notice shall be deemed to have been given on the date of mailing.

7. TERMINATION

The Town shall be entitled to terminate this Agreement in the event the Instructor should fail to perform its obligations, covenants, agreements and requirements as herein provided or for failing to perform, observe and fulfill the reasonable directions of the Town within seven (7) days of notice by the Town to the Instructor of the failure.

Further, either party may terminate this Agreement upon ninety (90) days' written notice.

Upon termination of this Agreement, the Instructor will accept payment for all work and services performed to the date of dismissal, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

8. TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof.

9. NO ASSIGNMENT

This Agreement shall not be assignable by the Instructor except on the consent of the Town in writing.

10. COVENANTS

It is agreed between the parties hereto that every covenant shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns and that all covenants herein contained shall be construed as being joint and several and that when the context so required or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

11. LIMITATION OF AGREEMENT

The Instructor acknowledges that this Agreement creates no rights beyond those expressly provided for herein.

This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements, or conditions which affect this Agreement other than as expressed herein.

12. AGREEMENT

This Agreement will be governed by and be construed according to the laws of the Province of Ontario and the laws of Canada applicable therein

IN WITNESSWHEREOF the said parties have by their proper officers hereunto set their hands and seals.

DATED this _____day of _____, 2023.

SIGNED, SEALED AND DELIVERED
In the presence of

The Corporation of the
Town of Kearney

per: _____
MAYOR

per: _____
CLERK ADMINISTRATOR

We have the authority to bind the Corporation.

LISA BUGELLI

per: _____

AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF KEARNEY
(hereinafter called the "Town")

OF THE FIRST PART

-and-

Amanda Mashinter
(hereinafter called the "Instructor")

OF THE SECOND PART

WHEREAS the Town desires to hire the services of a daytime backup Instructor for a set term to instruct fitness classes in the Town of Kearney on an on-call basis.

AND WHEREAS the Instructor will provide the Services on the terms as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. TERM

The term of this Agreement shall be for 1 year from Tuesday December 5, 2023 to and including Thursday December 4, 2024, after which this Agreement shall terminate.

The Instructor shall perform the Services as set out herein on an on call basis during the following dates and times:

- Every Tuesday beginning December 5, 2023 from 8:45am to 9:30am and 9:45am to 10:30am
- Every Thursday beginning, December 5, 2024 from 8:45am to 9:30am and 9:45am to 10:30am

for a one (1) year term on an as need basis.

On each service date, the Instructor shall, and is permitted to, attend at the Site and start time noted above, and is permitted to, remain at the Site until the end time noted.

2. SCOPE OF SERVICES

During the dates and times set out herein, the Instructor shall provide the services of instructing fitness classes for the Town of Kearney. All materials and equipment necessary for the Services shall be supplied by the Town, at its sole expense. The Instructor shall complete the Services in a good and workmanlike manner.

3. LOCATION

The Instructor shall be permitted to locate its equipment and materials on the Site as directed by Town and as is reasonably necessary to facilitate the provision of the Services.

3. FEES AND PAYMENT SCHEDULE

The Town shall pay the Instructor for the Services at the rate of $70.00 per class with renegotiation six (6) months from the commencement of the contract. The Instructor shall invoice the Town on a monthly basis for all Services completed in the preceding month, and the Town shall remit payment within a reasonable period of time thereafter.

4. TOWN DIRECTIONS

The Instructor undertakes and agrees to follow the reasonable directions of the Town with respect to all matters arising from this Agreement.

5. INSURANCE, INDEMNIFICATION AND RELEASE

5.1 INSURANCE

a. Policy of Insurance - The Instructor shall lodge with the Town, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Town and insuring for the joint benefit of the Operator and the Town against any liability that may arise out of services contracted for hereunder.

b. Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Town, but in no event shall it be less than $2,000,000.00 inclusive comprehensive general liability and such policy shall contain:

i. a cross-liability clause;

ii. product/completed operation coverage;

iii. shall include the following as an additional insured:

1. The Corporation of the Town of Kearney

iv. Notice of Cancellation - a provision that the insurance company agrees to notify the Town fifteen (15) days in advance of any material change or cancellation of the said insurance policy.

c. Certificate of Coverage - Any certificate of coverage filed with the Town shall specifically contain confirmation that the coverage as specified in paragraphs (a), (b), (c), (d) and (e) above is in effect.

d. Confirmation of Premium Payment - The Instructor shall, from time to time as required by the Town, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Instructor shall file a copy of the policy with the Town.

e. Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Instructor from responsibility for other or larger claims, if any, and for which it may be held responsible.

5.2 INDEMNIFICATION AND WAIVER

The Instructor agrees and covenants to indemnify and save harmless the Town and its employees, officers, directors, agents, servants and invitees (collectively, the "**Indemnified Parties**") from and against any and all loss, liability, damages, costs and expenses of every nature and kind whatsoever that are asserted against or suffered or incurred by the Indemnified Parties or any of them arising from or as a result of the performance of any work or service performed or rendered by the Instructor, its agents, officials, employees or subcontractors or any of them or as a result of any act or omission of the Instructor, its agent, officials, employees or subcontractors resulting from or relating to damage to property or injury or death to individuals. If any of the Indemnified Parties, shall, without fault on his, her or its part, be made a party to any action, application or other legal proceeding commenced against any of the Indemnified Parties and the Instructor, the Instructor shall indemnify and save harmless the applicable Indemnified Parties, and shall defend such action, application or other legal proceeding in the name of the applicable Indemnified Parties, or, at the option of the applicable Indemnified Parties, pay all costs, expenses and legal fees (on a full indemnity basis) incurred by the applicable Indemnified Parties, to defend any such action, application or other legal proceeding so that the Indemnified Parties shall suffer no loss or harm in connection with such action, application or other legal proceeding.

The Instructor further agrees and covenants to indemnify and save harmless the Town against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of any breach, violation, or non-performance of the terms, covenants and obligations on the part of the Instructor as set out in this Agreement.

6. NOTICE

Notice shall be given by the Instructor to the Town in writing addressed and mailed by registered mail to:

The Corporation of the Town of Kearney
P.O. Box 38, 8 Main Street
Kearney, Ontario P0A 1M0
ATTN: Clerk Administrator

Notice shall be given by the Town to the Operator in writing addressed and mailed by registered mail to:

Amanda Mashinter

Formal Notice shall be deemed to have been given on the date of mailing.

7. TERMINATION

The Town shall be entitled to terminate this Agreement in the event the Instructor should fail to perform its obligations, covenants, agreements and requirements as herein provided or for failing to perform, observe and fulfill the reasonable directions of the Town within seven (7) days of notice by the Town to the Instructor of the failure.

Further, either party may terminate this Agreement upon ninety (90) days' written notice.

Upon termination of this Agreement, the Instructor will accept payment for all work and services performed to the date of dismissal, on a pro-rated basis in accordance with the provisions of this Agreement, in full satisfaction of any and all claims under this Agreement.

8. TIME OF THE ESSENCE

Time shall in all respects be of the essence hereof.

9. NO ASSIGNMENT

This Agreement shall not be assignable by the Instructor except on the consent of the Town in writing.

10. COVENANTS

It is agreed between the parties hereto that every covenant shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns and that all covenants herein contained shall be construed as being joint and several and that when the context so required or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

11. LIMITATION OF AGREEMENT

The Instructor acknowledges that this Agreement creates no rights beyond those expressly provided for herein.

This Agreement, including any Schedules attached hereto, shall constitute the entire Agreement between the parties. There are no representations, warranties, collateral agreements, or conditions which affect this Agreement other than as expressed herein.

12. AGREEMENT

This Agreement will be governed by and be construed according to the laws of the Province of Ontario and the laws of Canada applicable therein

IN WITNESSWHEREOF the said parties have by their proper officers hereunto set their hands and seals.

DATED this _____day of _____, 2023.

SIGNED, SEALED AND DELIVERED
In the presence of

The Corporation of the
Town of Kearney

per: _____
MAYOR

per: _____
CLERK ADMINISTRATOR

We have the authority to bind the Corporation.

Amanda Mashinter

per: _____

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW #__-2023

Being a by-law to enter into an agreement for the services
of a By-Law Enforcement Officers

WHEREAS Section 20 (1) of the Municipal Act, 2001, Chapter 25, as amended, allows a municipality to enter into an agreement regarding a joint undertaking, which might include a By-Law Enforcement Officer;

NOW THEREFORE the Council of The Municipal Corporation of the Township of Armour enacts as follows:

1. That the Agreement attached hereto as Appendix "A" between The Municipal Corporation of the Township of Armour and the Town of Kearney be entered into by the municipality.

2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfil the Agreement.

3. That the Agreement entered into between The Municipal Corporation of the Township of Armour and the Town of Kearney is hereby ratified and confirmed, when signed by all parties.

4. That the Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this __ day of _____, 2023.

_____
Rod Ward, Mayor

_____
John Theriault, Clerk

SERVICE AGREEMENT

BETWEEN

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

AND

THE TOWN OF KEARNEY

WHEREAS the Township of Armour has hired By-Law Enforcement Officers to provide services as described in the job descriptions attached as Schedule "A" to this by-law;

AND WHEREAS the Township of Armour agrees to share the services of its By-Law Enforcement Officers with the Town of Kearney;

AND WHEREAS the Township of Armour and the Town of Kearney agree that the By-Law Enforcement Officers shall be employees of the Township of Armour;

AND WHEREAS the Town of Kearney agrees to pay the Township of Armour for the costs involved in retaining the services of By-Law Enforcement Officers, as per the terms of this agreement;

NOW THEREFORE the Township of Armour and the Town of Kearney agree as follows:

1. THAT the Town of Kearney shall use the By-Law Enforcement Officers for 20 hours per week during the term of this agreement. Every effort shall be made to ensure the availability of the By-Law Enforcement Officers, but it is recognized that the hours must remain flexible and that some hours may be required during weekends. The By-Law Enforcement Officers shall not perform any contract work which may place him/her in conflict.

2. THAT the Town of Kearney shall pay the Township of Armour the current average rate at which the Township of Armour is remunerating their By-Law Enforcement Officers for each hour worked for their municipality, plus a 40% premium to cover the cost of benefits and vacation time, plus HST.

3. THAT the Town of Kearney shall pay for any mileage incurred by the By-Law Enforcement Officers while working for their municipality, at a rate listed in Schedule B of this agreement. Mileage billed shall be based on the daily log of the By-Law Enforcement Officers. Mileage shall be applicable from the By-Law Enforcement Officer's departure from the Township of Armour's municipal office at 56 Ontario Street, Burk's Falls, Ontario.

4. THAT the Town of Kearney agrees to share any other costs which may be generated by the By-Law Enforcement Officer positions on the same percentage basis as the number of hours the By-Law Enforcement Officers do for the Town of Kearney.

5. THAT the Township of Armour shall invoice the Town of Kearney a minimum of 20 hours per week on a monthly basis for the period completed.

6. THAT the Town of Kearney agrees to provide whatever administrative assistance is required in their respective office and will be responsible to provide office supplies required by the By-Law Enforcement Officers while working on their behalf.

7. THAT in the event of prosecution by or against a By-Law Enforcement Officer in the territorial jurisdiction of the each of the parties, each party shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing.

8. THAT the Town of Kearney agrees to maintain an insurance policy to and covering the By-Law Enforcement Officer and his/her related performance or non-performance of services, within its jurisdiction, for the entire term of this agreement. Proof of such insurance policy must be forwarded to the Township of Armour.

9. THAT the Town of Kearney agrees on behalf of themselves, their successors and assigns, to indemnify and save harmless the Township of Armour, its servants and agents from and against any actions, causes of actions, damages, suits, claims and demands whatsoever which may arise, either directly or indirectly, out of the performance or non-performance of the services provided herein and in connection with the carrying out of the provisions of the agreement.

10. THAT any dispute arising from the administration of this agreement shall be resolved by the Clerk of the Township of Armour. If the decision of the Clerk is not satisfactory to one of the parties, the matter can be referred to the Council of the Township of Armour.

11. THAT this agreement shall be in place from January 1st, 2024 to December 31st, 2026. Thereafter, it may be renewed by the parties on whatever mutually acceptable basis is determined.

12. Any party may cancel their participation in this agreement by serving the other parties, written notice of their intention, ninety (90) days in advance of the date of termination.

13. This agreement constitutes the entire agreement between the parties.

IN WITNESS THEREOF THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at the Township of Armour

this ____ day of _____, 2023

_____
MAYOR

_____
CLERK

IN WITNESS THEREOF THE TOWN OF KEARNEY HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.

Dated at the Town of Kearney

this ____ day of _____, 2023

_____
MAYOR

_____
CLERK

Schedule "A" – By-law Enforcement Officers Agreement – Page 1 of 4

POSITION DESCRIPTION
SENIOR BY-LAW ENFORCEMENT OFFICER
October 2023

REPORTS TO:

Clerk

POSITION PURPOSE:

The Senior By-Law Enforcement Officer is responsible for enforcing municipal by-laws and providing public information to ensure the protection of residents, property and employees. Coordinates staff and acts as a catalyst to achieve goals on a daily basis. This position shall be based on a flexible schedule and the incumbent shall work within the total hours allocated within a month.

MAJOR DUTIES & RESPONSIBILITIES:

1. To provide a variety of inspection, advisory and enforcement services pertaining to legislation and to the by-laws of the municipality.

2. Designated as the Provincial Offences Officer under legislation for legal action on by-laws.

3. Respond to complaints regarding alleged violations, conducts investigations into allegations, urging self-compliance where possible through persuasive discussion and written correspondence to violators.

4. Provides information on by-laws and enforcement conditions.

5. Enforces by-laws through court action when necessary, including preparation of a proper crown brief, notification of witnesses and the issuance of a subpoena to ensure their presence in court.

6. Be prepared to do weekend or evening patrol to observe, make notes and be prepared to charge and give testimony in Provincial Offences Court.

7. Responsible for animal control in the municipality and to pick up dogs without tags and transport them to an animal shelter designated by the municipality.

8. Must have a system in place to receive complaints 24 hours a day as complaints shall be forwarded directly to the By-Law Enforcement Officer.

9. Communicates with all By-law Enforcement staff to ensure fair and equitable sharing of tasks and responsibilities and promote by-law enforcement efficiency.

10. Acts as point of contact in the Clerk's absence.

11. Performs such other related duties as may reasonably be required by the Clerk.

12. Attends Council meetings as required.

EDUCATION / EXPERIENCE / SKILLS:

1. Requires post-secondary plus completion of By-law course. Equivalent to High School plus one year.

2. Successful completion of By-Law Compliance Enforcement and Investigative Skills Level 1 or equivalent.

Schedule "A" – By-law Enforcement Officers Agreement – Page 2 of 4

3. Minimum 4 years related experience or field investigative experience.

4. Must have excellent verbal and written communication skills and ability to relate to elected officials, peers, and the public in a professional manner.

5. Must have a good understanding of regulatory by-laws legislation and rules.

6. Must have a good knowledge of investigation, note taking and evidence gathering techniques.

7. Must have a good knowledge of court processes and procedures and emergency response techniques.

8. Must have a valid G driver's license and access to a vehicle.

Independence of Action

This position requires the application of established guidelines, methods or procedures and includes a choice of methods.

Mental Effort

Variety of duties with frequent interruptions. Mental, visual and/or aural concentration required when, investigating, making notes or going to court.

Physical Effort

Work may involve physically draining and exhausting activities which may include providing assistance in emergency response situations and be involved in physically dangerous and confrontational situations.

Dexterity

The coordination of fine motor skills is required when operating office equipment, vehicles, taking notes, writing reports, etc.

Accountability

Actions could result in a significant loss of time or resources and could affect the work of others.

Safety of Others

Some degree of care is required when in charge of by-law enforcement.

Supervision

This position requires the incumbent to periodically assume some supervisory responsibilities over others.

Contacts

Has frequent contacts for investigations, discussions, often of a sensitive and confidential nature and needs to be able to influence and persuade a person or persons to co-operate and follow the legislation.

Working Conditions

Work is performed mostly outside with the unavoidable externally imposed conditions. Work involves dealing with difficult individuals and includes exposure to physically dangerous and confrontational situations.

The above statements are intended to describe the general nature and level of work being performed by the incumbent(s) of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of the position.

POSITION DESCRIPTION
BY-LAW ENFORCEMENT OFFICER
October 2018

REPORTS TO:

Clerk

POSITION PURPOSE:

The By-Law Enforcement Officer is responsible for enforcing municipal by-laws and providing public information to ensure the protection of residents, property and employees. This position shall be based on a flexible schedule and the incumbent shall work within the total hours allocated within a month.

MAJOR DUTIES & RESPONSIBILITIES:

1. To provide a variety of inspection, advisory and enforcement services pertaining to legislation and to the by-laws of the municipality.

2. Designated as the Provincial Offences Officer under legislation for legal action on by-laws.

3. Respond to complaints regarding alleged violations, conducts investigations into allegations, urging self-compliance where possible through persuasive discussion and written correspondence to violators.

4. Provides information on by-laws and enforcement conditions.

5. Enforces by-laws through court action when necessary, including preparation of a proper crown brief, notification of witnesses and the issuance of a subpoena to ensure their presence in court.

6. Be prepared to do weekend or evening patrol to observe, make notes and be prepared to charge and give testimony in Provincial Offences Court.

7. Responsible for animal control in the municipality and to pick up dogs without tags and transport them to an animal shelter designated by the municipality.

8. Must have a system in place to receive complaints 24 hours a day as complaints shall be forwarded directly to the By-Law Enforcement Officer.

9. Performs such other related duties as may reasonably be required by the Treasurer/Deputy-Clerk.

10. Attends Council meetings as required.

EDUCATION / EXPERIENCE / SKILLS:

1. Requires post-secondary plus completion of By-law course. Equivalent to High School plus one year.

2. Successful completion of By-Law Compliance Enforcement and Investigative Skills Level 1 or equivalent.

3. Minimum 4 years related experience or field investigative experience.

4. Must have excellent verbal and written communication skills and ability to relate to elected officials, peers, and the public in a professional manner.

5. Must have a good understanding of regulatory by-laws legislation and rules.

6. Must have a good knowledge of investigation, note taking and evidence gathering techniques.

Schedule "A" – By-law Enforcement Officers Agreement – Page 4 of 4

7. Must have a good knowledge of court processes and procedures and emergency response techniques.

8. Must have a valid G driver's license and access to a vehicle.

Independence of Action

This position requires the application of established guidelines, methods or procedures and includes a choice of methods.

Mental Effort

Variety of duties with frequent interruptions. Mental, visual and/or aural concentration required when, investigating, making notes or going to court.

Physical Effort

Work may involve physically draining and exhausting activities which may include providing assistance in emergency response situations and be involved in physically dangerous and confrontational situations.

Dexterity

The coordination of fine motor skills is required when operating office equipment, vehicles, taking notes, writing reports, etc.

Accountability

Actions could result in a minor loss of time or resources and could affect the work of others.

Safety of Others

A requirement of the position is to ensure the safety of residents, peers and employees.

Supervision

Supervisory responsibility is not normally part of the job requirement but there may be a requirement to show others how to perform tasks or duties.

Contacts

Has frequent contacts for investigations, discussions, often of a sensitive and confidential nature and needs to be able to influence and persuade a person or persons to co-operate and follow the legislation.

Working Conditions

Work is performed mostly outside with the unavoidable externally imposed conditions. Work involves dealing with difficult individuals and includes exposure to physically dangerous and confrontational situations.

The above statements are intended to describe the general nature and level of work being performed by the incumbent(s) of this job. They are not intended to be an exhaustive list of all responsibilities and activities required of the position.

Schedule "B" – By-law Enforcement Officer Agreement – Page 1 of 1

MILEAGE RATE POLICY

The rate of reimbursement of mileage expenses shall be as follows:

1. The base rate for reimbursement of mileage, as of the date of approval of this policy, shall be $0.54 per kilometre and shall be for the price of gasoline ranging from $0.00 to $1.39 per litre.

2. For the purpose of this policy, the price of gasoline per litre shall be the rate at the Shell Station located in Burk`s Falls, and shall be used on the first day of each and every month.

3. Increases from the $0.54 base rate shall be based on a $0.02 increase in the rate per kilometre for each $0.10 increments that gasoline prices increase, as per the schedule below. The minimum rate shall not be below the rate of $0.54 per kilometre unless approved by resolution by Council.

Examples:

PRICE OF GASOLINE PER LITRE	RATE PER KILOMETRE
From $0.00 to $1.39	$0.54
From $1.40 to $1.49	$0.56
From $1.50 to $1.59	$0.58
From $1.60 to $1.69	$0.60
From $1.70 to $1.79	$0.62
From $1.80 to $1.89	$0.64
From $1.90 to $1.99	$0.66
From $2.00 to $2.09	$0.68
From $2.10 to $2.19	$0.70
From $2.20 to $2.29	$0.72
From $2.30 to $2.39	$0.74
From $2.40 to $2.49	$0.76
From $2.50 to $2.59	$0.78
From $2.60 to $2.69	$0.80
From $2.70 to $2.79	$0.82
From $2.80 to $2.89	$0.84
From $2.90 to $2.99	$0.86
From $3.00 to $3.09	$0.88

Facility Rental

Policy and Procedure

Manual

Prepared By: Town of Kearney

09/18/2023

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1.0 PURPOSE

1.1 PURPOSE: This policy and procedures manual will serve as the guiding document to establish an approved guideline and procedure for the allocation, management, and maintenance of the Town of Kearney's facilities rentals.

1.2 Each year the Town of Kearney receives numerous requests from groups, organizations, and individuals to operate events on municipal property. Events vary in scope, size, purpose, cost, and complexity. Events on municipal property require the coordinated efforts of Town Staff, departments, and affiliated agencies to ensure safe event operation and adherence to applicable by-laws, policies and procedures.

1.3 The Town offers a couple of facilities which can be rented for a variety of events such as:

- Weddings, receptions, birthday parties, baby and bridal showers, funerals/celebration of life
- Meetings
- Recreational activities including fitness classes, dance classes, and sport leagues
- Craft sales and fundraisers

2.0 FACILITIES

Location	Amenities
Gymnasium Kitchen & Bar *190 Person Capacity seated**	- 35 8ft Rectangular tables - 250 Chairs - Fully Equipped Kitchen, Bar, Fridge, Freezer - Commercial Convection Oven - Commercial Coffee Maker - Commercial Dish Washer - Commercial Ice Maker - Commercial Food Warmer - Buffet Warmer - Dishes (plates, cups, mugs, bowls, etc)
Gymnasium Only	- 1 Pickleball Court and Supplies - 2 Badminton Courts and Supplies - Fitness Equipment - Volleyball Court - Basketball Court -Tables and Chairs
Kitchen & Bar Only	- Commercial Ice Maker - 2 Bar Fridges
Seniors Room with Kitchen 45* Person Capacity*	- 40 Chairs - 9 Tables - Stove - Fridge/Freezer - Dishes (plates, cups, mugs, bowls, etc)

3.0 RENTAL FEE & PAYMENT METHODS

Payment Methods

See Schedule D of the Fees and Charges By-law

All payments are to be paid in full at the time of booking which include facility rental charges and security/damage deposit. Applicants may pay by cash, debit, cheque, e-transfer or credit card (credit card payments are subject to a surcharge as per the current fees and charges by-law of the municipality). E-transfers can be made to: leslie.harvie@townofkearney.ca and must include the first and last name of the Applicant, along with the date and type of event in the message section. Any e-transfers that are received without all of the above information will not be applied to the booking and may mean that the booking is not secured. Please ensure that any booking through the means of e-transfer includes all of the above information.

4.0 RULES AND REGULATIONS

1. No bookings will be secured without a completed Rental Agreement by the Applicant, full payment of the event (if applicable) and payment of a security/damage deposit of $250.
2. In the occasion that the Applicant needs to cancel or reschedule the event the following will apply:
   - Reschedule within 14 days no cancellation fee
   - Reschedule within 7 days of the event the Applicant will forfeit 50% of their deposit.
   - Full cancellation 14 days or less to the event will result in 100% forfeit of their deposit. All cancellations must be submitted in writing to the Town of Kearney at the Municipal Office or by email: admin@townofkearney.ca.
3. The Applicant shall be responsible for the conduct and the supervision of all persons admitted to the Municipal Facility and shall ensure that all regulations contained in this agreement are strictly observed.
4. Any Municipal By-Law Infractions will be charged to the applicant and/or any person(s) responsible for the infraction.
5. All exits must be kept free from obstruction in case of fire.
6. No equipment, furnishings, dishes, etc., may be used except as outlined in the rental agreement, unless pre-arranged with the Municipality. Additional fees will apply.
7. No storage space is granted to outside organizations, except with express written permission from the Municipality.
8. Activities must be confined to the facilities, times, and dates stated on the application. Applications are not transferable.
9. No equipment, scenery, or decorations shall be fixed to walls, floors, or ceilings without the approval of the Municipality.
10. When liquor is to be served, a Special Occasion Permit must be obtained from the Alcohol and Gaming Commission of Ontario. One (1) copy needs to be provided to the Municipality and one (1) copy is to be posted on the bar room bulletin board. The Applicant is responsible for meeting the regulations stipulated on the back of the Special Occasion Permit application form. The bar must be opened and closed according to the times stated in the agreement. There will be no last call. All alcohol beverages must be removed from the facility at the end of the event.

11. Smoking, cannabis use and/or vaping is not permitted on any Municipal property unless designated otherwise.
12. The bar must be attended by two (2) Bartenders at all times. The Applicant must provide their own Bartenders. All Bartenders must possess a current SMART Serve Certificate and be posted within the bar area while serving.
13. No open flames are permitted. This is excluding kitchen appliances.
14. Deposits shall be returned to the Applicant upon inspection of the facility and determination to the satisfaction of Municipal Staff that the facility has been left in a clean, orderly, and undamaged state.
15. The Applicant shall, in no manner, pledge the credit of the Municipality and shall protect, indemnify, and save harmless the Municipality, its employees or agents of, or from claims, which may arise out of the use of buildings by the Permit Holder. The Applicant is required to protect the Municipality, its employees or agents against damage, infringement of royalty rights, ASCAP, EMI, CAPAC, or any other performing society charges, slander, sedition and subversion which may occur as a result of public performances or speeches.
16. The Applicant shall agree that the agreement may be revoked or cancelled by the Municipality or its designate at any time, with or without cause, and that in the event of such cancellation there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred by the Applicant.
17. Special events, including fundraising events that involve the sale of food, must comply with the Food Premise Regulation. It is the responsibility of the applicant to contact the North Bay Parry Sound District Health Unit at (705) 746-5801 regarding rules and regulations for food handling.
18. The Applicant understands the health and safety legislation and regulations related to the activities being held as indicated in the application and will ensure that these activities and the participants in them will comply with the requirements of the legislation and regulations.
19. The Applicant shall be responsible for personal injury or damage, or for the loss or theft of any articles of clothing or equipment of the Applicant or organization, or anyone attending on the invitation of such person or organizations.
20. The Applicant must pay for all damage to facilities or furnishings, however caused, arising out of or during the use of the facilities under the application. Future application requests will not be considered for any group that has an outstanding account with the Municipality in this regard.

21. Maximum attendance shall be governed by the applicable fire regulations.
22. Games of chances, lotteries or gambling in any form must have a Lottery Permit obtained from the Municipality.
23. The Municipality's facilities are intended for the use and enjoyment of all residents. The misuse of drugs, alcohol and violent behaviour will not be tolerated in the facilities. The Municipality reserves the right to evict any individual who is seen as not acting in the best interest of the program or activity or who display inappropriate behaviour.
24. The Applicant shall carry Commercial General Liability insurance issued on an occurrence basis in the amount of no less than $2,000,000 for non-alcoholic events and no less than $5,000,000 for alcoholic events. The Corporation of the Town of Kearney shall be named as an additional insured with a cross liability clause. A certificate of insurance evidencing coverage including a fourteen (14) day cancellation clause is required to be submitted to the Municipal Office a minimum of one (1) week prior to the rental of the facility. Failure to provide this documentation will result in the cancellation of the booking and no refund will apply.

6.0 RENTER'S CHECKLIST

The following is a list of items that need your attention at the end of each rental. We recommend that renters use this checklist as a guide to keep our facilities neat and clean. These items will be evaluated by Municipal Staff and security/cleaning deposits are withheld based on the satisfactory cleaning of the facility. Thank you in advance for your cooperation.

- All floors are to be swept, spills cleaned up and damp mopped. A pail and mop will be provided.
- All black boot scuff marks are to be cleaned off the floor before you leave.
- Check all toilets in each washroom to ensure that they are flushed, and papers are picked up off the floor.
- All tables and chairs are to be wiped clean. Any tables used for crafts must be covered with a sheet of plastic/paper to prevent paint and glue adhering to the tabletop.
- Ensure that the coffee maker, stove, oven, and dishwasher have been turned off and wiped down using soap and water.
- All lights in the washrooms, hallways, bar, kitchen, and main hall are to be turned off before leaving the building.

- All food and beverages must be removed from the refrigerator and freezer and the refrigerator must be wiped down with soap and water.
- No staples are to be used on tables, walls, bar, or any place in the facility.
  All groups using the facility must notify the Municipal Office at 705- 636-7752 if they will not be using the facility for their scheduled time

7.0 EQUIPMENT OPERATING PROCEDURES

Gas Range:

1. Turn on fan and light switch located beside the range on the right side of the wall
2. Turn dial for burner to “ignite symbol”
3. Press and hold both igniter and burner dial for 3-5 seconds until pilot lights
4. Release igniter and burner dial and turn burner dial to desired range

Oven:

1. Turn on fan and light switch located beside the range on the right side of the wall
2. Turn dial for burner to “ignite symbol”
3. Press and hold both igniter and temperature dial for 3-5 seconds until pilot lights
4. Release igniter and temperature dial and turn temperature dial to desired setting

Convection Oven:

1. Turn on fan and light switch located beside the range on the right side of the wall
2. Flip button up to “Cook”
3. Set desired temperature
4. Set timer (if desired)
   - For proper and even cooking of food, please utilize empty sheet pans on racks that are not in use
   - When cooking is complete, use “Cool Down” switch with doors left partially open

Large Coffee Unit:

1. Flip master switch to “on” position (it is located on the bottom right side of the machine)
2. Select desired amount to brew (solid black button is full pot, white and black button is a half pot)
3. Unscrew the top of the coffee canister prior to brewing
4. Slide coffee canister into place on the unit
5. Add filter, desired amount of coffee and slide basket into place
6. Press “Brew”

Small Coffee Unit:

1. Turn on master switch on the back (left side)
2. Add filter and coffee to basket
3. Turn on “lower” burner
4. Press “start” and wait for green light

Hot Water Unit:

1. Turn on master switch on right side of unit
2. Pull down on handle for desired amount

Food Warmer/Insulator:

1. Turn on
2. Select desired heat and moisture

Hot Buffet Warmer:

1. Turn dial to desired temperature
2. Turn off when done
3. Drain when complete

Dish Washer:

1. Wash with dish soap in sink one and rinse with hot water in sink two until no residue is left on them
2. Add dishes to correct rack (ex. utensil rack, dish rack, glasses rack)
3. Slide rack into washer
4. Pull handle down to close and system will begin
    - Cycle takes 1.5 - 2 minutes to complete
5. Remove racks when cycle is complete

THE CORPORATION OF THE TOWN OF KEARNEY

By-law No. 2023-XX

Being a By-law to Establish Fees or Charges for Services and Activities Provided or Done By the Corporation of The Town of Kearney

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WHEREAS the Corporation of the Town of Kearney charges various fees for licenses, permits and services offered by the Corporation;

AND WHEREAS Section 8 of the Municipal Act, S.O. 2001 (herein after referred to as the "*Act*") provides that the powers of a municipality under the *Act* or any other *Act* shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *Act* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the *Act* or any other *Act*;

AND WHEREAS Section 391 of the *Act* authorizes municipalities to impose fees or charges on persons,

(a) For services or activities provided or done by or on behalf of it;
(b) For costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
(c) For the use of its property, including property under its control.

AND WHEREAS Section 398 of the *Act* provides the Municipality with authority to add unpaid fees and charges, including any interest on the unpaid balance, to the tax roll for any real property within the Municipality owned by the person responsible for paying the fees and charges, and the amount may be collected in the same manner as municipal taxes;

AND WHEREAS Section 7 of the *Building Code Act*, S.O. 1992, Chapter 23, as amended, authorizes a municipal Council of a municipality to pass a By-law requiring the payment of fees on applications for and issuance of permits and prescribing the amounts thereof;

AND WHEREAS Section 69 (1) of the *Planning Act,* R.S.O. 1990, Chapter P. 13, as amended, provides that a Municipality may by By-law establish a tariff of fees for the processing of applications made in respect of planning matters;

NOW THEREFORE THE CORPORATION OF THE TOWN OF KEARNEY enacts as follows:

1. Definitions:

   1.1 "**Act**" means the *Municipal Act, S.O. 2001*
   1.2 "**By-law**" means this By-law, as amended from time to time.
   1.3 "**Town**" means The Corporation of the Town of Kearney.
   1.4 "**Council**" means the elected Council of the Town.

2. That the fees and charges for various municipal services and activities, including applicable taxes, be established in the Schedules attached hereto and forming part of this By-Law as follows:

Schedule "A" Corporate Services – Clerk's Department

Schedule "B" Corporate Services – Finance Department

Schedule "C" Planning Department

Schedule "D" Facilities / Recreational Programming and Trails

Schedule "E" Public Works

Schedule "F" Transfer Station

Schedule "G" Fire Department

Schedule “H” Building Department

3. That the attached Schedules may be amended from time to time as deemed expedient by Council and that the complete By-law be reviewed within one year to ensure the appropriateness of the fee structure and every three (3) years thereafter.

4. That with respect to Planning Department fees, the applicant/agent and the owner shall understand, acknowledge and accept that the Town does not retain as full-time staff professional engineers, planners and solicitors that the Town contracts out private firms for these services. The applicant/agent and/or the owner SHALL be jointly and severally liable for paying to the Town all costs it incurs in processing or reviewing the applications including but not limited to fees for planning, engineering and legal services, together with any Town administration fees. The Town shall notify the applicant/agent and/or owner from time to time of any costs incurred by the Town and the applicant/agent and/or the owner shall have thirty (30) days to pay the Town for those costs after notice is given. In the event that the applicant/agent and/or the owner do not pay those costs within thirty (30) days, the Town has a right to apply any deposit held against those costs and further to cease doing any work on the review of this application until such time as all outstanding costs are paid in full.

5. Notwithstanding that a tariff of fees is prescribed, the Council of the Town may reduce the amount of, or waive the requirement for the payment of a fee at its discretion in cases of hardship where it is determined that the action for which the fee is to be charged will be for the general benefit of the municipality and its ratepayers;

6. Where the provisions of this By-law may conflict with any other By-Laws, this By-Law shall prevail.

7. This By-Law shall be known as the “Tariff of Fees By-Law”.

8. That By-law 2021-25 is hereby repealed.

9. This By-Law shall come into full force and effect on the date of passing.

Read a First, Second and Third time and finally passed this 7th of September, 2023

_____
Mayor

_____
Clerk

SCHEDULE "A"
TO BY-LAW NUMBER 2023-48

CORPORATE SERVICES – CLERK'S DEPARTMENT

Fee Title	Fee Plus applicable taxes	Fee Basis
Photocopies Black & White	$0.30 $0.35 $1.00	Per page 8.5" x 11" Per page 8.5 " x 14" Per page 11" x 17"
Photocopies Colour	$0.50 $0.75 $2.00	Per page 8.5" x 11" Per page 8.5" x 14" Per page 11" x 17"
Faxes – Outgoing	$2.00	Per page
Faxes – Incoming	$1.00	Per page
Copy of Zoning By-law	$50.00	Per copy
Copy of Official Plan	$50.00	Per copy
Maps **	$5.00	8.5 x 11 colour print of property
Freedom of Information Request	$5.00	Per request as per legislation
FOI records search	$7.50	Per legislation - Per ¼ hour
Lottery License	3% of prize value	Per OLGC regulations
Dog License	$12.00 $15.00 $20.00 $5.00	First dog Second dog Each additional Replacement tag
Kennel License Each dog tag for Kennel dogs Replacement Kennel License	$100.00 $5.00 $50.00	Annually
Dog redemption from impound First Offence Second Offence Third offence Each subsequent offence	 $ 50.00 $ 75.00 $100.00 $100.00	
Food Vendor License	$300.00	Per Event
Trailer / Camper license	$700.00	Per Year commencing after 30 days have elapsed
Marriage License	$125.00	Per License
Remove Property Standards Order from Title	$100.00	Per application
Line Fence Dispute Administration Fee	$100.00 plus legal fees	Per application
Civic Address Signs Replacement Civic Address Sign	$45.00 $20.00	New signs with pole Replacement Sign (no pole)
Tender Documents	$50.00	Per tender package

**** Map** could include zoning, lakes, roads, road names, contours, tributaries, lots and concession

SCHEDULE "B"
TO BY-LAW NUMBER 2023-48

CORPORATE SERVICES – FINANCE DEPARTMENT

Fee Title		**Fee Plus Applicable Taxes**	**Fee Basis**
Tax Certificates		$50.00	Per property
Returned Items (NSF)		$45.00	Per cheque
Tax Registrations		$1,500.00	Per Property
Tax history search		$30.00	Per hour
Credit Card Transaction Fee		2% of value	Per item

SCHEDULE "C"
TO BY-LAW NUMBER 2023-48

PLANNING DEPARTMENT
Administration fee per application and all costs associated with the application be borne by the applicant for all Planning & Legal Applications

Fee Title		Fee Plus applicable taxes	Fee Basis
Zoning By-law Amendment		$750.00: Residential $1,500.00: Commercial $1,000: Deposit (each)	
Official Plan Amendment		$1,000.00: Residential $2,000.00: Commercial $1,000.00: Deposit (each)	
Minor Variance		$750.00	
Consent (Severance) Validation, Foreclosure, Power of Sale		$400.00 $50.00 $1,000.00 Deposit (each)	
Agreements – Development, Subdivision, Consent, Condo, User Mtce. and Site Plan		$500.00 $1,000.00 Deposit (each)	
Plan of Subdivision / Condominium		$1,500.00 $1,000.00 Deposit (each)	
<u>Road Allowance Closings</u> Road Allowance Shore Road Allowance Road Allowance within 100 m of a waterbody		$600.00 $0.45/sq ft or $4.84/sq m plus HST $0.65/sq ft or $6.99/sq m plus HST $0.65/sq ft or $6.99/sq m plus HST $1,000.00 Deposit (each)	
Deeming By-law		$500.00 $1,000.00 Deposit	
Staff Review/Report Fee		$500.00	
Pre-consultation Report Fee		Residential: $150.00 Fee Deposit $2000.00 Commercial: $200 Fee Deposit - $3000.00	
Official Plan, Zoning, Building, Subdivision Compliance Report		$100.00: Residential $200.00: Commercial	

NOTE:

1. When necessary, the Town of Kearney reserves the right to require a deposit amount for the purpose of retaining professional services (solicitor, engineer, planner) in all planning matters**.**

2. With respect to Planning Department fees, *the applicant and the owner* shall understand, acknowledge and accept that the Town of Kearney does not retain as full-time staff professional engineers, planners and solicitors and that the Town of Kearney contracts out these services.

3. *The applicant and the owner* **SHALL** be jointly and severally liable for paying to the Town of Kearney all costs incurred in processing or reviewing applications including but not limited to fees for planning, engineering and legal services, together with any Town of Kearney administration fees.

4. The Town of Kearney shall notify the applicant and owner from time to time of any costs incurred by the Town and the applicant and the owner shall have thirty (30) days to pay the Town for those costs after notice given. In the event that the applicant and the owner do not pay those costs within thirty (30) days, the Town has the right to apply the deposit held against those costs and further, to cease work on this application until such time as all outstanding costs are paid in full

SCHEDULE "D"

TO BY-LAW 2023-48

Facilities / Recreational Programming and Trails

Fee Title		**Fee** **Plus applicable taxes**	**Fee Basis**
Gymnasium- Weddings and other large group affairs		$800	Includes ½ day before event, event day and ½ day clean up (gym & kitchen)
Gymnasium- all other events		$100 (M – Thur.) $150 (F,S,S) $50	Per 4 hour rental – for all purposes Each additional hour (or part thereof)
Bar Area / Kitchen		$100 (M – Thur.) $150 (F,S,S) $50.00	Per 4 hour rental Each additional hour (or part thereof)
Security/cleaning deposit		$250	At booking (areas to be cleaned by user or fee will be retained)
Set Up Fee		$50	Tables & Charis
SOCAN Music Fees		$31.72 $63.49	Without dancing With dancing
Seniors Room with Kitchen		$100 $25.00	Per 4 hour event Each additional hour (or part thereof Per hour (or part thereof)
Additional Amenities		As per Rental Agreement	

SCHEDULE "E"
TO BY-LAW NUMBER 2023-48

PUBLIC WORKS

Fee Title	Fee Plus applicable taxes	Fee Basis
Sign Permit	$80.00	Per Year
Portable (A Frame) sign permit	$25.00	Per Year
Mobile Sign Permit	$75.00	Per year
Driveway Culvert Permit Application	$300.00 $500.00	Administration fee – non refundable Deposit – Refund subject to correct install
Driveway Paving Permit Application	$300.00 $500.00	Administration fee – non refundable Deposit – Refund subject to correct install
Pavement Cut for Development Purposes (cables, pipes, etc.)	$300.00 $500.00	Administration fee – non refundable Deposit – Refund subject to correct install
Entrance way permit for concrete curb cut	$300.00 $500.00	Administration fee – non refundable Deposit – Refund subject to correct install (on top of Driveway Application fee and deposit)
Road Occupancy Permit	$80.00	Per Year
Work on Town Property	Letter of Credit for $10,000.00	Letter of credit per event to be held pending damage
Oversize/overweight permit • Application	$200.00	Per application Plus Cost Recovery

SCHEDULE "F"
TO BY-LAW NUMBER 2023-48

TRANSFER STATION

Fee Title		**Fee** **Plus applicable taxes**	**Fee Basis**
Transfer Station Card		$25	Replacement card
Additional bags of garbage		$2	For each bag over limit (limit being 5 bags per household, per month)
UNSORTED		$20	Additional Fee
Large Appliances		Free $50 $10	**Tagged – Freon removed** **With Freon** - Fridge, freezer, air-conditioner Non-metal
Furniture		$10 $20	Small Per Item: Couch, Love Seat, Chair, Mattress, Box Spring, Kitchen Set, Dining Set
Burnable brush or building material (**NO** Logs Or Stumps)		$1.50/sq ft. $100 $150 $294	 Pick-up 8' box or 4'x8' trailer Single Axle trailer Tandem Axle trailer
Construction Waste		$1.50/ sq. ft. $100 $150 $294	Per Single Item: Window, Countertop, Insulation, Drywall, Plumbing Fixture, Styrofoam Pick-up 8' box or 4'x8' trailer Single Axle trailer Tandem Axle trailer
Asphalt shingles		$2.50/sq. ft $180 $250 $490	Per small container/amount Pick-up truck 8' box or 4' x 8' trailer Single-axle Trailer Tandem-axle Trailer
Electronics		Free	
Tires		Free	
Non-Compliance with respect to Town Pick-up		$100.00	Per offense

SCHEDULE "G"
TO BY-LAW NUMBER 2023-48

CLASSES OF PERMITS

FIRE DEPARTMENT

Fee Title	Fee **Plus applicable taxes**	Fee Basis
Fire (Burn) Permit	$2 $20 $50	Evening campfire (3 days) Incinerator/campfire (per season) Day burn (per day)
Green Leaf 911 Sign To identify Solar Photovoltaic Installation	$15	Per reflective green leaf sticker
<u>False Alarm</u> 1st False Alarm 2nd and subsequent false alarms in any 12 month period	No Charge $410 minimum - Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	 Per Vehicle and staff
Open Fire without a permit	$250 Minimum <u>Plus</u> Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	Minimum charge Cost of vehicle, staff
Fire Department response fees – *Indemnification Technology*®	Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney Should the Insurer pay the coverage to the Property Owner, the Property Owner is liable to remit these funds to the Town or its representative	For each call
Fire CALL response to extinguish non-compliant fire	$410 PLUS Current MTO rate per hour per vehicle, plus personnel costs, plus any additional costs to the Town of Kearney	Per vehicle, Per hour
Fire CALL to Ministry of Natural Resources air/ground	All costs associated with extinguishment as per Agreement with MNR	
Fire Letter/Report	$50	Per Letter/Report
Inspection Fees	$100 $60/hr $100 $50 $100 $110/hr	**Per Inspection :** Single family dwelling with 1 re-inspection (no wood burning appliance) Apartment or multi unit building, per Inspector In-home day care Additional inspections Special Needs home

	$100 $75 $100 $75/hr	Nursing home inspections (2 persons) Liquor Licence Inspection Follow-up inspections Retail/Commercial facility Restaurant, per Inspector
Copy and Release Inspection Report	$50	Per Release

SCHEDULE “H”

BUILDING DEPARTMENT FEES – AS PER CURRENT BUILDING BY-LAW

Staff Report

Staff Report No. SR-2023-46
Date: November 9, 2023
To: Mayor, Deputy Mayor and Members of Council
From: Matthew Clouthier, Interim CBO
Subject: Report on Exiting our agreement with NBMCA

Recommendation:

That Council receive the report from the Interim Chief Building Official for information purposes only.

Background:
North Bay-Mattawa Conservation Authority is a non-share corporation, established under Section 3 of the Conservation Authorities Act, with the objects to provide, in the area over which it has jurisdiction, programs and services designed to further the conservation, restoration, development and management of natural resources in watersheds in Ontario other than gas, coal and minerals.

The North Bay - Mattawa Conservation Authority (NBMCA) was formed under the *Conservation Authorities Act* of Ontario in 1972 at the request of its 10 member municipalities.

As a community-based, environmental organization in Ontario's near north, the NBMCA is dedicated to conserving, restoring, developing and managing renewable natural resources on a watershed basis. It is our mission to balance human and economic needs with the needs of the natural environment.

The NBMCA's area of jurisdiction equals over 2,900 square kilometres and is based on identified watersheds within the Lake Nipissing and the Ottawa River Basins. Highlights of the NBMCA's jurisdictional area include Lake Nipissing, Trout Lake, Wasi Lake, the Mattawa River, the North Bay Escarpment and parts of Algonquin Park.

While the date Kearney signed the agreement to use the services is unclear, over the past 10+ years, any work performed on a septic system was reviewed and inspected by the NBMCA. Like many agreements, there have been ups and downs over the past few years due to staffing shortages, staffing changes and new legislation/zoning by-laws. The Clerk's Office has asked the building department to review and write a report on the pro's/cons of the continued use of the NBMCA vs leaving the agreement and taking the services in house/shared with other municipalities as many residents are not happy with the level of service provided.

Analysis:
While the "How to" leave the NBMCA agreement is still being explored by the Clerk's Office, the Town of Kearney currently does not have any individuals qualified required to jump right into septic inspections. No contingencies have been created by neighboring municipalities to provide a shared service, including all legal advice on contracts/time sharing and if a board is needed to determine how to govern this individual. Existing Staff, are working through transitionary stages, would need additional training (currently only offered twice a year). Additional workload could not be facilitated by existing Staff additional storage space would be required for storage of historical permits that were issued by the NBMCA/Ministry of Environment. This would not include Staff time required to implement a maintenance system, should Council want to ensure that with the increased

level of service would accompany a maintenance program See below the list of Pros/Cons that Staff has complied in reviewing the option of taking on this level of service:

Pros:
The Municipalities have full control over the individual inspector.
Possible shorter wait times for inspections/permits.
New stream of revenue to build the “septic” department only and possible development charges.
Maintenance programs can be created on existing systems to assist with higher level of environmental protection.

Cons:
Currently at zero cost to the municipality, these services are offered as a user fee out of the municipality’s control. New fees will be needed to cover the additional costs of hiring an inspector, running an office and performing inspections. (Regardless of the services being shared or not)
Currently operating with zero liability to the municipality on inspections or issuance of permits, these services are offered by the NBMCA trained inspectors.
Additional training or new training of a new inspector and issuance of permit creates a new level of liability on the Town of Kearney or those who share a service.
If the services are shared, then the creation of a new board or committee will be needed to determine scheduling, fees, code of conduct, staffing requirements, location of department, etc.
The fee structure will change, dramatically as current fees are quite low through NBMCA. The increasing prices would be to ensure services are a user fee as permitted under the BCA. This will create new costs to builders and homeowners from simple septic repairs to completely new systems during new construction as required.
Possible lower response time on inspections due to a change of office as with any transition it takes time for Staff to become familiar with applications. This would increase demand on existing Staff, their workload, the organization and storage of the historical documents obtained from NBMCA.

Consideration:
The Town of Kearney’s Clerks Office is looking for a general pro/con list on exiting an existing agreement with the NBMCA. This would be strictly from a legal/functional standpoint, where this report is outlined to be operational in nature.

Conclusion/Recommendation:
While there is a great deal of unknowns still in play with exiting the existing agreement with the NBMCA. Council will also need to review its own specific needs vs that of neighboring municipalities. Council will need to determine if the Town would like to train and utilize existing Staff to be the manager (responsible) (current Staff workload would not allow for this additional workload)) to perform all the duties required under Part 8 of the Ontario Building Code or share services with numerous other area Municipalities with even more unknowns. Currently, while services may be slower than possible due to Staffing issues with the NBMCA, they are still governed by the Building Code Act, including timelines that many individuals in the public are unaware of until they are advised. Kearney residents receive inspections 2 days a week (Tuesdays/Thursdays) at a low permit cost, no additional tax costs and at zero liability to the Town as a whole. It is Recommended that Council discuss the ongoing issues within their agreement with the NBMCA and its board of directors. It is further recommended that the Town outline to the NBMCA the ongoing issues and possible remedies including further public education on the obligations, timeline and requirements of Part 8.

Alternatively, if Council would like to look into the implementation of a maintenance program, then the Town should enter into discussions with NBMCA about offering a program to the Town or implement the creation of a Septic Record by-law This By-law would require the public to provide pumping records, and maintenance records/inspection to the Town to be recorded/reviewed at a time frame specified by Council.

Prepared by: Matthew Clouthier, Interim CBO

Paul Schaefer
Fire Chief - Town of Kearney
paul.schaefer@townofkearney.ca
705-636-7402
705-571-3761 (Cell)
705-636-9743 (Fax)
Kearney Fire & Emergency Services
Postal Box 38
Kearney, ON P0A 1M0

October 10th,2023.

Staff Report No. 2023-47

To; Nicole Gourley

Council Town of Kearney

Re; Furnace Replacement

From; Paul Schaefer

Fire Chief

As requested,

During budget talks the Fire Department was approved for a propane furnace replacement.

I have received three quotes for the completion of this job excluding the exterior piping or tank as follows;

Tebby Air Conditioning and Heating LTD. $8000.00 plus tax

Preston Heating and Air Conditioning $9600.00 plus tax

Almaquin Air $7200.00 plus tax

The only obvious difference I see is the lowest price has one stage ECM motor, the other prices have variable speed and two speed motors on the furnace. The rest appears to be comparable in specifications.

Recommendation;

Accept the lowest quote from Almaquin Air for $7200.00 plus tax.

Respectfully submitted

Attachments all quotations received

Tebby Air Conditioning & Heating Ltd.

Kearney Fire Hall

September 11, 2023

111 Main Street, Kearney

Paul.schaefer@townofkearney.ca

705-571-3761

Scope of work

Install Propane fired furnace Bryant 926TB48080V17, two stage gas valve, ECM variable speed motor, 96% efficient, and 10 years parts warranty

Install gas line from supplier's regulator to one appliance, install "636" PVC combustion air and exhaust piping.

Add 4" high efficiency air filter and insulated return air boot, reconnect to duct system

Programable thermostat

Remove and recycle oil, tank and furnace

Estimate $8,000 plus tax

Customer signature: _____ Date: _____

Authorized by: _____ Date: _____

TEAM TEBBY
496 Muskoka Rd. 3 N., Bldg. B Huntsville, Ontario P1H 1C6
Tel: (705) 789-1711 Fax: (705) 789-1430
www.tebbyair.com

Preston Heating
& AIR CONDITIONING

Quality Work Does Not Cost It Pays!

September 29, 2023
Kearney Fire Hall
111 Main Street

Thank you for considering Preston Heating and Air Conditioning for supplying and installing a climate control system for your residence. Preston Heating is an authorized partner of the Home Depot.

QUOTATION

1. Trane 100 S9X2 High efficiency LP Gas furnace two stage, with DC blower (ECM)
2. All custom ductwork as necessary to adapt to existing system.
3. Removal and disposal of existing furnace. Oil tank by others.
4. All inside low-pressure gas piping for furnace.
5. The installation above includes all time and material and installed to comply with all coded.

TOTAL COST $9,600.00 (ALL PRICES SUBJECT TO HST)

1. (**Note**: outdoor gas and trenching to be done by others.)

Please note: 40% deposits are required.

Once again, thank you for allowing us the opportunity to provide you with this quotation. Should you have any further questions or concerns; please do not hesitate to contact me.
Sincerely,

Ken Preston
Email: Ken@prestonheating.ca

THE HOME DEPOT

TRANE
It's Hard To Stop A Trane.

Almaguin Air

162 Fisher Lake Lane
Kearney ON P0A 1M0
AlmaguinAir@gmail.com
GST/HST Registration No.: 749064705RT001

ALMAGUIN AIR

Estimate

ADDRESS
Paul
Schaefer

ESTIMATE 1017
DATE 13/09/2023

DATE		DESCRIPTION	TAX	QTY	RATE	AMOUNT
	Furnace Install	Supply and install 100K BTU 1-Stage ECM Motor Natural Gas Furnace C95 2000 CFM 95% AFUE , sheet metal transition , filter rack , return, 3" venting , gas from furnace to outside of building , new digital thermostat and wire, condensate pump , propane conversion kit ,and decommission/ remove old equipment (excluding oil tank)	HST ON	1	7,200.00	7,200.00

We require a 50% deposit before work can commence

SUBTOTAL	7,200.00
HST (ON) @ 13%	936.00
TOTAL	**$8,136.00**

TAX SUMMARY

RATE	TAX	NET
HST (ON) @ 13%	936.00	7,200.00

Accepted By

Accepted Date

Paul Schaefer
Fire Chief - Town of Kearney
paul.schaefer@townofkearney.ca

705-636-7402
705-571-3761 (Cell)
705-636-9743 (Fax)

Kearney Fire & Emergency Services
Postal Box 38
Kearney, ON P0A 1M0

October 10th,2023.

Staff Report No. 2023-48

To; Nicole Gourley

Council Town of Kearney

Re; Expedition Replacement

From; Paul Schaefer

Fire Chief

For Discussion,

I was asked to transfer the Ford Expedition form Kearney Fire Department to The Corporation of The Town of Kearney for insurance purposes. In order to proceed I would have to certify the vehicle and then transfer to the Corporation.

We took the vehicle to be certified and were informed that the underside is in very poor condition and requires extensive work to pass. They did not look at the vehicle for mechanical deficiencies after noting the required repair to the body. Given this information I took the Expedition out of service. We transferred all the ice water gear to our First Response vehicle. The gear fits well and we will be able to carry the same number of responders, however it is only a two-wheel drive vehicle.

Where we may come into issues is during calls when the Department may be out with the pick-up, i.e., automatic aid calls, calls to remote areas or inclement weather calls where we may need four-wheel drive. During these times if our side by side is needed then it will have to be towed with a private vehicle as there are no trailer hitches on another department vehicle. And if the weather should be inclement, I would not ask anyone to tow it in a two-wheel drive vehicle (First Response). We did tow with our old two-wheel drive equipment van and this never went well. Before we had the two vehicles there has been the odd occasion a private vehicle has had to tow the trailer.

I have done a little research on replacement vehicles as follows;

New Suburban or Tahoe's range from $80,000.00 to 95,000 dollars

2016 to 2019 range from $40,000.00 to $65,000.00 dollars

Replacement Expeditions as the one we have are pretty much in the same range.

Pick-ups are a little less but then a topper would have to be figured into the cost and given the room it would have to be a short box ½ ton.

Recommendation;

Council considers this information and advise on how I should proceed.

Respectfully submitted

Pictures of current vehicle attached for reference

THE ALMAGUIN HIGHLANDS HEALTH COUNCIL

Resolution No: *2023-24*
Date: *October 5, 2023*

Moved By: FRASER
Seconded By: DEAN

Whereas Muskoka Algonquin Health Care operates physiotherapy, E.C.G, Imaging, and Laboratory services at the Almaguin Highland Health Centre; and

Whereas the laboratory has seen a significant number of closures over the summer due to staffing resources; and

Whereas Almaguin residents who rely on this vital service are impacted by closures resulting in redundant trips, rescheduling, or traveling to seek alternative service; and

Whereas healthcare professionals are impacted as they rely on this service to support their patients' healthcare needs;

Therefore be it resolved that the Almaguin Highlands Health Council requests a commitment from Muskoka Algonquin Health Care to resume laboratory services to their regular functions on a regular schedule;

AND FURTHUR THAT this resolution be shared with Almaguin Highland Health Council Member municipalities for support.

Pecuniary Interest Declared:
Chairman: Rod Ward

Dear Mayor Meed Ward,

On behalf of the Ontario Regional Innovation Centres (RICs), we are writing to seek the support of Ontario's Big City Mayors (OBCM) in advocating for the importance of Ontario's investment in innovation and technology.

The RICs play a pivotal role in fostering economic development and innovation within our communities. Across the province, the RICs are strategically aligned with cities to drive economic growth, create jobs in high paying sectors, and position Ontario as the best place in Canada for innovation and entrepreneurship.

Supporting the RIC network is an investment in Ontario businesses, startups, and talent but also reinforces the commitment to building a sustainable and thriving future for the province. Key messages of importance to the Ontario Big City Mayors are below.

Background

- There are 17 RICs across the Province (see attachment for names and locations)
- The Regional Innovation Centres are in the process of renewing funding agreements with the Province of Ontario - RICs receive core funding from the Ministry of Economic Development, Job Creation and Trade;
- While the importance of innovation has gained momentum and the populations in the province's big cities have increased, funding for the Regional Innovation Centre activities (startup support) has been frozen for 13 years;
- The Ontario RIC investments are dwarfed by those in the US putting the Province at a competitive disadvantage-- The US CHIPS Act has initiated the "Regional Technology Innovation Hub Program," a national competition where regions compete for a share of $10 billion over five years to boost the high-tech economy and foster innovation, with $3 billion allocated for 2023-24 and $7 billion for 2025-2027.

Key Messages

- Regional Innovation Centres are an important contributor to the big cities economic development strategy -- supporting entrepreneurs to create high quality jobs regionally and grow globally.
- Provincial investment in the RIC network is critical for our communities. The network supports entrepreneurs in building businesses in critical fields like Digital Media and ICT, advanced manufacturing, Life Sciences, MedTech, Cleantech, and Agritech.

Like Burlington, many of the big cities in the province support investment in innovation and entrepreneurship. The RIC network needs stable, multi-year funding to be effective and support cities to maximize those investments. At minimum, Provincial investments should be kept at the pace of inflation and population growth.

We kindly request the support of the OBCM in advocating for the continued and increased funding and recognition of the Regional Innovation Centre network in the Province of Ontario. Your endorsement will

carry significant weight and demonstrate our city's unified commitment to innovation and economic prosperity.

We are more than willing to discuss this matter further and provide any additional information or support needed to help in this advocacy effort. The leadership and dedication of Ontario's Big City Mayors to the economic wellbeing of our cities has been commendable, and we believe that with your support, we can ensure the long-term success of the innovation economy.

Thank you for your time and consideration. We eagerly await the opportunity to work together to secure the future of innovation and economic growth across Ontario.

Regards,

Pam Banks, Executive Director
Altitude Accelerator

Chris Albinson, CEO and President
Communitech

Shann McGrail, CEO
Haltech

Rob Deline, Executive Director
Innovation Initiatives Ontario North (IION)

Jeff Chesebrough, CEO
Innovate Niagara

David Carter, CEO
Innovation Factory

Alison Crumblehulme, CEO
Innovation Guelph

Michael Tremblay, President and CEO
Invest Ottawa

Scott Runté, CEO
Launch Lab

Yung Wu, CEO
MaRS

Don Duval, CEO
NORCAT

Jeff Coull, Executive Director
Northwestern Ontario Innovation Centre

Sherry Colbourne, President and CEO
Spark Centre

Peter Bruijns, Executive Director
Sault Ste. Marie Innovation Centre

Christina Fox, CEO
TechAlliance of Southwestern Ontario

Hugh Chow, CEO
ventureLAB

Yvonne Pilon, President and CEO
WEtech Alliance

705-382-2900
www.almaguin-health.org

Minutes: October 5, 2023, 10:00 am via Zoom and at the Almaguin Highlands Health Centre, Bruce Campell Boardroom

Present: Rod Ward (Chair), Delynne Patterson, Margaret Ann MacPhail, Brad Kneller, Chris Hope, Fraser Williamson (Vice Chair), Vicky Roeder-Martin, Camille Barr (Secretary)
Regrets: Jim Ronholm, Cheryl Philip
Guests: Isabel Pereira, Rebecca Paul (BFFHT), Susan Keast (MAOHT), Courtney Metcalf (ACED)

Called to order at 10:00 am by Chair R. Ward

1. 2023-23 Moved by V. Roeder-Martin - Seconded by F. Williamson
   THEREFORE BE IT RESOLVED THAT the Almaguin Highlands Health Council adopt the minutes from the regular meeting of September 7, 2023 as circulated. Carried.

2. **DECLARATION OF PECUNIARY OF INTEREST**: None

3. **DELEGATIONS**: Susan Keast, Human Health Recruiter for the Muskoka and Area Ontario Health Team provided Council with nine month recruiting update. She has spent time attending job fairs and connecting with NOSM to build relationships. Additionally, she has made connections with ROMP which represents the other 5 schools. Current efforts are aimed at marketing the area with a logo, a website which went live in September, and promotional materials. Health council asked about efforts for recruitment for Almaguin vs Muskoka. S. Keast says this has been a bit of a challenge due to confidentiality and not having the access to the contacts. The group expressed that Almaguin must be recognized as more than "other". S. Keast will meet with R. Paul, ED of the Burk's Falls Family Health Team to see what connections can be made. She provided the presentation which was shared with Council.

4. **RESOLUTIONS PASSED**:
   2023-24 Moved by F. Williamson - Seconded by D. Patterson
   Whereas Muskoka Algonquin Health care operates physiotherapy, E.C.G, Imaging, and Laboratory services at the Almaguin Highlands Heath Centre; and

   Whereas the laboratory has seen a significant number of closures over the summer due to staffing resources; and

Whereas Almaguin residents who rely on this vital service are impacted by closures resulting in redundant trips, rescheduling, or traveling to seek alternative service; and

Whereas healthcare professionals are impacted as they rely on this service to support their patients' healthcare needs;

THEREFORE BE IT RESOLVED that the Almaguin Highlands Health Council requests a commitment from Muskoka Algonquin Health Care to resume laboratory services to their regular functions on a regular schedule;

AND FURTHUR THAT this resolution be shared with Almaguin Highland Health Council Member municipalities for support.
Carried.

5. ITEMS FOR DISCUSSION:

a) Update 'Local Share'
R. Ward updated the Council on 'Local Share' by way of a presentation. 9 of the 12 Almaguin municipalities have responded to the commitment ask. Joly will have their response shortly. It was interesting to note the formulas used to determine the Almaguin share was very close. A summary of commitments was provided and a kudos to the group for their efforts.

b) Lab Services at the Almaguin Highlands Health Centre
R. Ward had to opportunity the speak with Diane George, Vice President of Integrated Care at MAHC regarding the frequent lab closures in Burk's Falls over the summer months. He has been assured that the lab is not closing and what is occurring is due to staffing resources being short. When there is a need for staffing in acute care, staff are redirected from the Burk's Falls location. They have hired a second person for the lab which will alleviate this pressure. R. Ward will ask for this in writing from MAHC.

c) Progress Report: Not provided this meeting

d) Other Business
C. Barr updated Council that the dental office in the Medical Building in Burk's Falls is aiming to open the end of October. They experienced some delays in the renovation process however it is now moving forward.

Last month the Sundridge Medical Centre hosted and open house and ribbon cutting to celebrate the grand opening of their newly renovated space. A great turn out and a beautiful space.

R. Paul shared that there has been no update regarding the proposals submitted by the BFFHT or Sundridge & District Medical Centre for primary care expansion. She will update as able. She also shared that without consultation the Ministry of Health changed the allotment of doctors for the BFFHT from 5 - 4.5. This is not a problem now however could be should a doctor leave. They are dealing with the matter. She also shared there are still 700 people on the waitlist.

R. Ward will speak to Dan of Graydon Smith's office regarding this and the issue of McMurrich - Monteith and Kearney still being left out of the BFFHT catchment area.

Armour has developed an informational flyer that can be shared to social media and individualized for municipalities. If a municipality would like one, connect with R. Ward.

2023-25 Moved by C. Hope - Seconded by D. Patterson
THEREFORE, BE IT RESOLVED THAT the Almaguin Highlands Health Council adjourn at 11:15 am to meet again on November 2, 2023, at 10:00 am at the Town of Kearney Municipal Office. Carried.

Muskoka & Area ONTARIO HEALTH TEAM

Recruiting 9-month update

October 5, 2023

Successes

- Completed an environmental scan and in-person visits of the MAOHT community where Primary Care recruiting will occur
- Integrated fully with CASPR (Canadian Society of Primary Recruiters) to learn recruiting. (what has worked what has not) along with extensive discussions with Recruiters near by Muskoka (Orillia, Midland, Barrie etc.) Established best practises from these engagements
- A robust relationship with NOSM (Northern Ontario School of Medicine) including an onsite visit ***in June 2023***
- Development of initial Recruiting Communication Products (Job Fairs, Inquiries)
- Development of Work plan and Budget
- Identified recruiting challenges in our community (Housing, Daycare, Spousal Employment) & established relationships to address
- Attended numerous job fairs establishing a network of over 150 primary care contacts
- Identified the *low hanging fruit* in our community (Locums, Learners (Residences/Electives) and began building relationships with them (Welcome Baskets etc., personal visits) learning more about their wants and needs



Successes

•Community Communication through Public Speaking engagements at Service Clubs which lead to some partnerships (Rotary Bracebridge Muskoka Lakes)

•Active member of Communication Working Team (MAOHT Website development)

•Developed a very prosperous relationship with the Municipal Economic Development Officers working collaboratively in areas of welcomes baskets, in-person events and community information etc.

•Romp (Rural Ontario Medical Program) U of T student's June visit week in the community garnering media attention from Metroland and CBC

•Full engagement with Huntsville Recruiting Team and development of the same for the other areas with Dr. Keith Cross taking the lead

•Community partnerships supporting Welcome Baskets and NOSM, ROMP learners in our community with free products/services



Going forward..

- Potential Muskoka Medical Retreat (Summer 2024)
- MAOHT Website with a robust recruiting section to attract Primary Care
- Branding Exercise with EDO's and Explorers Edge
- Create synergies between Primary Care Recruiting with the Muskoka Area Health Care recruiting
- Develop a coalition with area recruiters in order to reduce costs for events (Orillia, Midland, Halliburton)
- Continue to build the 150+ network of Primary Care Providers
- Continuing to work closely with the Economic Development Officers from each municipality on branding, website recruiting page, research, work-plan and a potential retreat (2024) and Dr./NP visits to our community
- Very optimistic on the uniqueness and attractiveness of Muskoka and Area to Primary Care potentials... Inquiries have significantly increased in the last 9 months!


Muskoka
& Area
ONTARIO
HEALTH TEAM

Ontario Regional Innovation Centres

Accelerating Ontario's Economic Growth

Outsized Impact 4

Creating High Quality Jobs 5

Competition is Increasing From the U.S. 5

Maximizing Ontario's Investment Into IP 6

The Missing Middle 6

Recommendations 7

Ontario's economic future is powered by the success of our high growth technology companies

In 2010, Ontario wrote the playbook and invested in a networked innovation ecosystem to support fledgling technology startups to commercialize their IP, recognizing technology companies need supports that are different from other SMEs (which primarily have local customers). Tech startups target global markets, are outsized job creators and achieve larger economic impact.

The principles for the network were:

- central coordination and regional delivery
- no wrong door for companies to get support
- guidance for business fundamentals for tech companies, peer learning, access to relevant networks that connect entrepreneurs quickly and seamlessly to the right help at the right time

Ontario Regional Innovation Centres (RICs) Span the Province

Providing local access to centralized services as well as regionally specific programs and networks



The model was revolutionary at the time – predictable, multi-year funding which provided program support and back office / admin support -- in recognition of the fact that provincial programming was being added onto a variety of community-based orgs with their own municipal offerings; the goal was to leverage what was already being done in communities to achieve far greater effect than could be achieved centrally (through organizations like OCI) or entirely locally (through the previous RIN network).

All RICs have leveraged provincial investment to attract additional investments from other public and private sources, thereby increasing the ROI on the Province's investment. But building that leverage by securing additional funding without a stable core investment is challenging. The lack of core funding increases over the subsequent 13 years has resulted in an effective decrease of approximately 40% and has challenged the ability for RICs to serve increasing client demand in their respective regions. It has also eroded the effectiveness and economic impact of the province's startup ecosystem (which was once the envy of other jurisdictions around the world.).

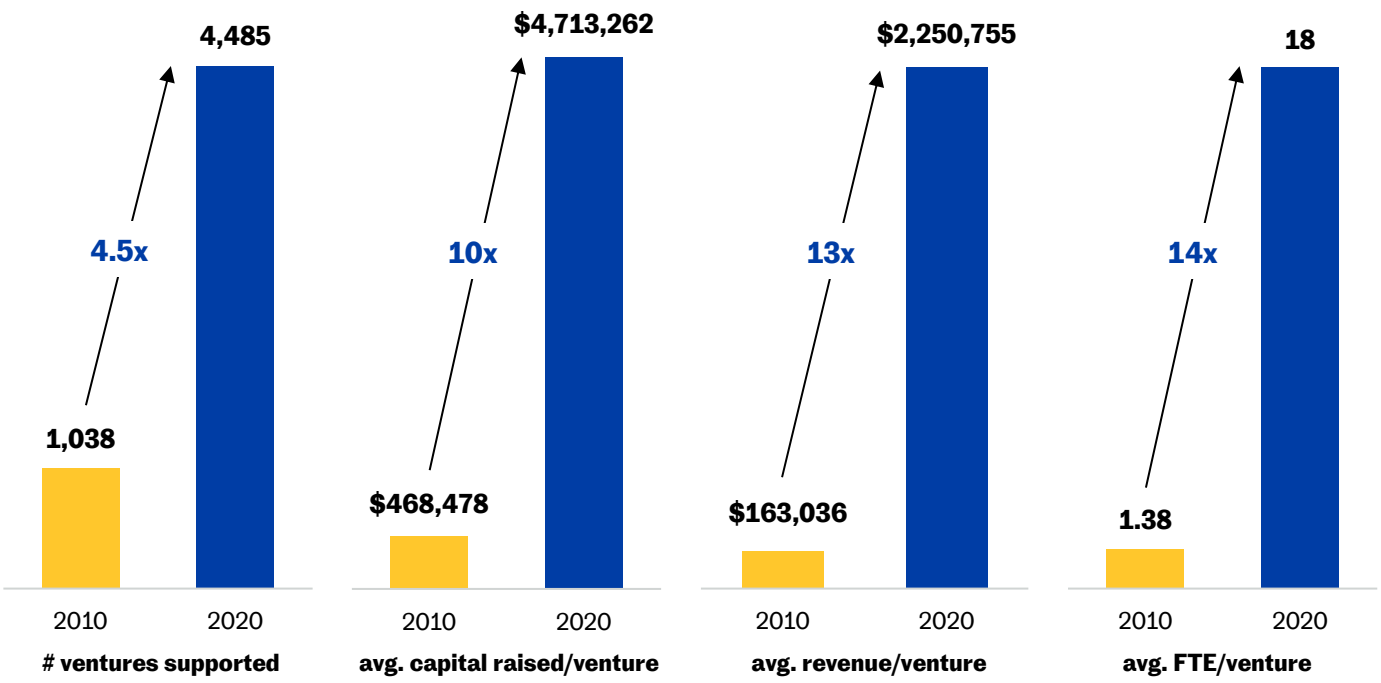
OUTSIZED IMPACT

Since 2010, the companies supported by this ecosystem have delivered impressive growth and wealth generation for Ontario's economy – growing at approximately 10x the rate of Ontario's economy[1].

In 2010, 16 RICs jointly supported just over 1000 technology startups. Most of these startups were at the early stage of their journey: developing prototypes or seeking product-market fit and looking for their first investors (Angel or pre-seed VC). Today, jointly we support more than 5500 companies with a strong cohort of scaling firms that are raising capital rounds in excess of $50M and employing 50+ people. The table below shows the growth in the ventures served over 10 years.

Key Ontario Ecosystem Metrics:

RIC Supported Companies 2010-2020



1 Based on independent analysis by Nordicity of 3600 ventures supported by the ecosystem from 2010-2021. Findings were that venture revenue grew at an annualized rate of 21% while the Ontario ICT sector grew at 3.9% annually and the full Ontario economy grew by 2% annually over the same period.

CREATING HIGH QUALITY JOBS

Ontario continues to attract tech talent. A recent study released by TECNA shows that Ontario's tech workforce grew by 14% last year – alone. Ontario now hosts >500,000 tech workers with an average salary of $100k. This accounts for ~7% of Ontario jobs but is the fastest growing segment. We need to continue to create these high-quality jobs and build globally competitive firms here.

Our ecosystem has continued to grow and evolve alongside our startups.

Over the subsequent 10 years, we saw our early cohorts of startups grow and mature with an ever-broadening set of globally competitive scaleups. We have evolved our programs across the province – creating unique regional specializations and collaborations to meet the changing needs of these companies as they have grown.

This unique regional networked model is more than the sum of its parts. We deliver relevant and connected support where companies are growing and enhance that delivery with access to centralized resources like MaRS Market Intelligence reports, IPON programing, OCI grants etc. We make cross referrals to relevant programming offered through other RICs whether it is ventureLab's Hardware Catalyst Initiative, Invest Ottawa's AreaX.O., NORCAT's Mining technology and demonstration programs or federally-funded Scaleup Platform offerings for later stage companies. But without adequate resources and an explicit mandate to provide this type of referral service or extend local resources outside our regions, we are not able to do it at scale. The effect of stagnant funding is a diminished economic return for the province.

While we have seen impressive results, we cannot take our foot off the accelerator. It is imperative to continue to feed the funnel with new startups. We know building global leaders and local anchor companies is about shots on goal.

COMPETITION IS INCREASING FROM THE U.S.

The world has taken note of our networked model. The U.S. is investing heavily in an innovation hubs model that resembles the concept Ontario introduced more than 10 years ago, focusing on a regional and decentralized approach.

Canadian companies rely heavily on foreign investors, especially from the U.S., to fund their innovation and growth. According to CVCA, foreign VC investors accounted for 79% of all VC dollars invested in Canada in Q1 2022, with U.S. VCs leading the way with $1.28B. In contrast, Canadian VCs invested $303M. On average, our companies generate more than 67% of revenue from international markets – the majority in the U.S. We have fought to keep them Canadian headquartered despite the attraction of large foreign funds. But with the dramatic decrease in capital availability – and reduced spending due to economic contraction – growth conditions for the companies we support are becoming more challenging. All this while the U.S. is increasing its support for innovative growth companies providing even more opportunities for our companies in the U.S. For instance, the U.S. recently passed the CHIPs Act, which allocates USD $10B for RICs to boost local and regional economies. This will create more competition and incentives for Canadian tech firms to relocate or expand south of the border.

MAXIMIZING ONTARIO'S INVESTMENT INTO IP

RICs core function is to help tech startups commercialize their IP globally.

Ontario makes impressive investments into the creation and protection of IP. With more than $765M to be invested in post secondary education institutions in 2023 – Ontario has one of the most highly educated workforces in the world with a strong focus on R&D and creation of IP. In the last three years there has been a strong push to ensure companies are adequately protecting their IP with investments in IPON and federal programs like IP Assist and Elevate IP. However there continues to be little investment or policy to support companies in their journey to commercialize their IP, globally. Our RICs help IP-based companies navigate these growth challenges more effectively and increase their odds of success in becoming global competitors. We do this through a series of just-in-time, regionally delivered supports that are not offered by other actors in the system including:

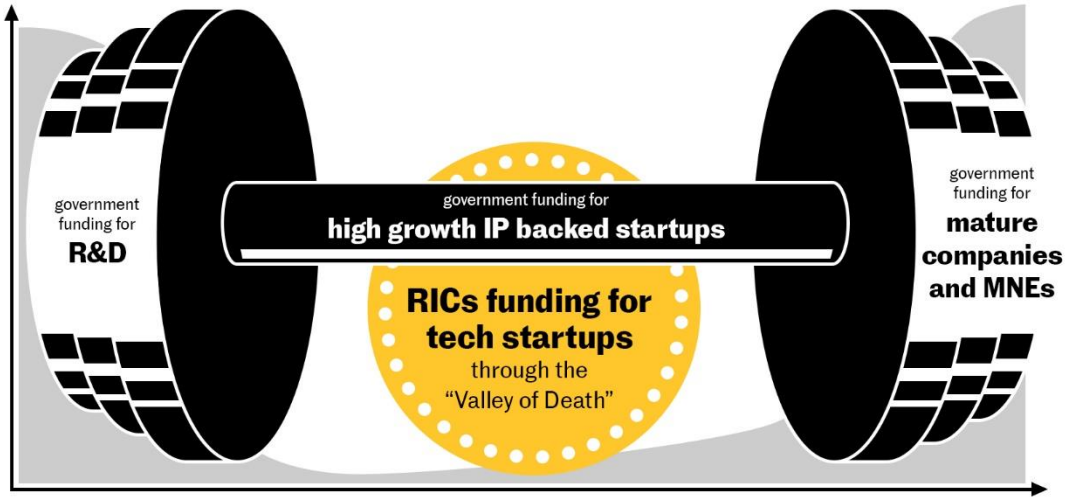
- business fundamentals (training and connections to experts in sales, marketing, HR, legal, accounting)
- preparation and connections to raise capital
- coaching on customer discovery and MVP development
- market intelligence

And it is only when IP is successfully commercialized (i.e., companies sell their innovative products into global markets) from Ontario that we reap the full economic benefits of those earlier and adjacent investments.

THE MISSING MIDDLE

Last year Ontario invested $21M into RICs. This is approximately 3% of the investment that went into post secondary institutions and 2% of MEDJCT's overall budget. At the other end of the spectrum, Ontario has invested billions into supporting large companies and attracting foreign multinationals. We continue to have a 'missing middle' issue – where we are not adequately supporting our companies through the most crucial parts of their growth journeys – creating a gap in local supply chains for Ontario's major industries, like electrification and autonomous autos, agrifood, healthcare, advanced manufacturing. This is where RICs play. With capital availability for Canadian startups receding quickly and as the U.S. ramps up its competitive support for innovative companies – taking a page from Ontario's Networked Regional Innovation Centre Approach, it is imperative that Ontario step up support for our RICs which have supported such impressive growth since 2010 but are at risk.

Government funding support is focused at the early and late stages of company growth



Recommendations

Ontario pioneered a Network of RICs more than 10 years ago. The U.S. is now spending billions to emulate the success of this model. Meanwhile, the Ontario Government has continuously decreased funding to the network over the past 10 years risking the gains that have been made and the impressive ROI this network has generated. The time to reassert support for Ontario's RIC is now.

1. Local support matters

RICs have the pulse of the local economy. **Update the funding formula to account for the 35%+ real decline in funding** over the past 12 years.

2. Stability of funding builds impact

Provide 3-year contracts with clear metrics which provide RICs with the stability to leverage new program funding and expand the ROI and impact on MEDJCTs investment.

3. The RIC Network is more than the sum of its parts

Create a collaboration fund which all RICs can draw against on a usage basis to unlock greater service referrals across the network (currently RICs must absorb the expense of providing service to out of region ventures). **This will further build the ROI of the network**.

4. Fill in the "Missing Middle"

When the Province is making large investments into strategic sectors like EV Batteries – with hundreds of millions going to 1 or 2 multinationals – allocate complementary funding to the regional innovation ecosystem to build the local supply chain to support these concentrated investments, providing more robust sector development and local longevity against these strategic bets.