



Agenda for Council for the Town of Parry Sound

Regular Meeting of Parry Sound Council

December 3, 2019

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The Corporation of The Town of Parry Sound

Council Meeting Agenda December 3, 2019

This meeting will be live streamed, recorded and available on the internet by visiting the Town of Parry Sound's website at www.parrysound.ca.

Agenda

Date:

December 3, 2019

Time:

7:00 P.M.

Location:

52 Seguin Street, Council Chambers, Gibson Street Entrance

Members Present:

Staff Present:

Presentations: N/A

1.1 Additions to Agenda/Notice of Motion

1.2 Prioritization of Agenda

1.3 Adoption of Agenda

Moved by Councillor

Seconded by Councillor

That the Council agenda for December 3, 2019 be approved as circulated.

1.4 Disclosure of Pecuniary Interest and the General Nature Thereof

2. Public Meeting

3. Minutes and Matters Arising from Minutes

3.1 Adoption of Minutes

Moved by Councillor

Seconded by Councillor

That the Minutes from the Regular Council meeting held November 19, 2019 be approved as circulated.

3.2 Questions of Staff

4. Correspondence

4.1 Eric McIntyre

RE: request for improving and installing sidewalks; areas cited include Avenue Road, Margaret, Marion, Ethel and Victoria Streets.

4.2 Honourable Stephen Lecce, Minister of Education

RE: Response to Town inquiry on status update on consolidated school project.

4.3 Tamara Wilson, Health Outreach Coordinator, Parry Sound Friendship Centre

RE: Warming Centre to accommodate 20 clients overnight.

5. Deputations

5.1 Tamara Wilson, Health Outreach Coordinator, Parry Sound Friendship Centre

RE: Warming Centre to accommodate 20 clients overnight.

5.2 Jim Hanna, Communications Officer, West Parry Sound Health Centre

RE: Our Changing Health Care Environment

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5.3. Peter Searle

RE: Park to Park Trail update and budget

6. Mayor & Councillors' Reports

7. Ratification of Matters from Closed Agenda

8. Consent Agenda

9. Resolutions and Direction to Staff

9.1 Public Works

9.1.1 Update on Sidewalk repairs and replacements in the Town of Parry Sound

Spokesperson: Peter Brown, Director of Public Works

Resolution 2019 -

That the Sidewalks Repairs and Replacements Report, 2015-2019 be received for information purposes.

9.1.2 Pedestrian Crossing at Waubeek Street & Avenue/Belvedere intersections

Spokesperson: Peter Brown, Director of Public Works

Resolution 2019 -

That the report on Pedestrian Crossing at Waubeek Street & Avenue/Belvedere intersections be received for information purposes.

9.2 Development and Protective Services

9.2.1 2020 Land Ambulance Budget

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Spokesperson: Dave Thompson, Director of Protective and Emergency Services

Resolution 2019 -

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the 2020 Land Ambulance Budget in the amount of \$9,995,709.00

9.2.2 EMS Ambulance and Paramedic Response Unit Replacements for 2020

Spokesperson: Dave Thompson, Director of Development and Protective Services

Resolution 2019 -

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the replacement of two ambulances to be delivered in late winter 2020 and further that the supplier of record, Crestline, be awarded the contract for the supply of these two ambulances in the amount of \$129,427.21 +HST each; said ambulances funded from the EMS equipment reserve fund; and

That the upon delivery of the 2020 ambulances the two being replaced be deemed surplus and donated to First Response Teams within the District of Parry Sound.

Resolution 2019 -

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the replacement of one Paramedic Response Unit (PRU) to be supplied by Rowland Emergency Vehicle in the amount of \$70,475.00 + HST; said PRU funded from the EMS equipment reserve fund.

9.2.3 Reappointment of Councillors to Committee of Adjustment

Spokesperson: Taylor Elgie, Manager of Building and Planning Services

Resolution 2019 -

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That Councillors Horne and Keith be reappointed to the Parry Sound Committee of Adjustment until December 31, 2020.

9.2.4 Re-Parking, Downtown Parry Sound

Spokesperson: Dave Thompson, Director of Development and Protective Services

Direction (For Direct Staff Follow-up)

That Council for the Town of Parry Sound receives the Re-parking report and directs staff to bring the proposed changes forward in January 2020.

9.3 CAO's Office/Administration

9.3.1 Information Update: Town of Parry Sound Culture, Parks & Recreation Master Plan

April McNamara, Manager of Parks & Recreation

Resolution 2019 -

That the staff update on the Town of Parry Sound Culture, Parks and Recreation Plan be received for informational purposes.

9.3.2 Modernization Program - Intake 1, Digital Strategy

Spokesperson: Clayton Harris, CAO

Resolution 2019 -

WHEREAS the Province announced the provision of the Municipal Modernization Program which is a funding program to identify efficiencies,

NOW THEREFORE BE IT RESOLVED that staff be authorized to indicate to the Province the Town's Expression of Interest and subsequently submit an application for

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municipal modernization funding resulting in a third-party assessment of opportunities to utilize information technology to achieve efficiencies, taking into consideration needs, resource requirements, best practices and also the identification of cost saving/sharing with other municipalities through shared technology opportunities.

9.4 Finance and POA Court Services

9.4.1 Financial Variance Report for Third Quarter 2019

Spokesperson: Stephanie Phillips, Director of Finance / Treasurer

Resolution 2019 -

That Council hereby receives and accepts the variance report for the Third Quarter 2019 (September 30, 2019); and

Further that Council hereby approves the expenses for Council members for the period from July 1, 2019 to September 30, 2019.

9.5. Other Business

10. By-laws

10.1 Public Works

10.1.1 Stewardship Ontario MHSW Amending Agreement

Peter Brown, Director of Public Works

By-Law 2019 - 6996

Being a by-law to execute the Stewardship Ontario MHSW amending service agreement and amend Bylaw 2008-5281.

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10.1.2 Encroachment Agreement - 4 River Street

Peter Brown, Director of Public Works

By-Law 2019 - 6997

Being a by-law to execute an encroachment agreement between the owner of 4 River Street and the Town of Parry Sound.

10.1.3 Electronic Waste Agreement

Peter Brown, Director of Public Works

By-Law 2019 - 6998

Being a by-law to amend Bylaw 2011-6029 to continue the electronic waste agreement and to reflect the change in ownership from Global Electric Electronic Processing (GEEP) to Quantum Lifecycle Partners and to execute the Notice of Assignment to confirm the Town of Parry Sound's agreement with the change in ownership.

10.2 Development and Protective Services

10.2.1 Rezoning Application - Z/19/14 - College Drive (M2 Developments Inc.)

Spokesperson: Taylor Elgie, Manager of Building & Planning Services

By-Law 2019 - 6999

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law), as amended, for Z/19-14 - 12 College Drive (M2 Developments Inc./Gardens of Parry Sound)

10.3 CAO's Office/Administration

10.4 Finance and POA Court Services

10.5 Other Business

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10.5.1 Confirming by-law

By-law 2019 - 7000

Being a By-law to confirm the proceedings of Council.

11. Adjournment

Personal Information collected in Section 2. Public Meeting, Section 4. Correspondence and/or Section 5. Deputations is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Section 21. (1) c and will be used to create a record available to the general public.

November 18, 1019

NOV 18 2019

Dear Mayor and Council:

Please let me preface my comments by saying I am a happy ratepayer. I am very pleased with the services provided by the town: dump facilities; sewer and water; garbage pick-up; electrical; road maintenance; snow clearing, etc. So please take my comment as coming from a citizen who thinks you are doing a good job.

However (yes – there is always a “however”), I wish to advise you this is not a town that caters to pedestrians or cyclists. In particular, the street that I live on (Margaret Street) and others in the neighbourhood, have been downright treacherous now that traffic from Waubeek continues to be foisted onto Margaret, Avenue Rd., Marion, Ethyl and Victoria streets. Now with snow banks lining the streets there is even less room for pedestrians. This situation was “brought to a head” recently when a car speeding up Avenue Rd literally chased me off the street. Okay – it didn’t exactly “chase me off the street”; I ran off the street as I saw it approaching at a high rate of speed. Now you think this might be a clear indication to the driver that perhaps he was going too fast. But, instead of slowing down and showing some consideration he just kept on speeding and proceeded to splash me with the spray coming from the wheels. I could have throttled him! Fortunately this happened right in front of the Festival of the Sound office so I had some place to get further off the road. If I had been a hundred metres in either direction there would have been no place to go! Why? – because there were snowbanks and no sidewalks!

Walking on Avenue Road in particular is unbelievably risky. I sincerely ask Council members to actually walk this road to see for themselves. The crest of the road in the vicinity of 10 Avenue Road is begging for an accident! During the fall I had the most uncomfortable situation of riding my bicycle up this stretch of road at the same time two vehicles were passing each other. It was physically impossible for all of us to share the road. Fortunately, the considerate driver behind me waited until I crested the hill before passing me.

Further down Avenue Road where it meets Armstrong Street then turns into Margaret is another site just waiting for an accident to happen. As a pedestrian, where sidewalks are not available you are supposed to walk facing the traffic. This maxim is a “recipe for disaster” at the corner of Margaret and Armstrong streets. I never walk on that side of the street – but many other pedestrians do. I invite you to walk around this corner also to see the unforgiving and dangerous situations pedestrian are expected to negotiate every day.

Although we have lived with this deplorable situation for decades, it has been acutely exacerbated by the unhappy circumstance of re-routing Waubeek Street traffic onto Avenue Road. I fully understand and accept the inconvenience of renewing infrastructure and roadways. We are now into the 8th month of having this significant artery closed down. I fully appreciate and support the notion of having local contractors do the work. What I find unacceptable however, is for most of this 8 month project there have only been a handful of workers working on the project. There has seemingly been a profound lack of urgency in completing this work.

Lead: Peter
EC: Mayor & Council
Rebecca, Kelly

So my wife asked me: 'Why are you writing this letter ... and what do you expect the Town to do?' To the first part; - I am writing this letter so I can 'blow off some steam' and I will finally stop thinking about writing it! But more importantly to the second part, I would like the Town to:

- Give some genuine consideration to improving and installing sidewalks. If this means spending money to do so – raise my taxes!
- Where cars and pedestrians are forced to share the road (along with snowplows, salt trucks, ATVs, bicycles, e-bikes, scooters, motorized wheelchairs) – design the roadway to accommodate all users. The current situation is "the car first"; everybody else is an inconvenience and afterthought.
- Where inevitable roadwork needs to be done, have a sense of urgency to get it done in the safest and most expeditious manner.

Okay, now am going to back to my regular life and a good night's sleep. Happy Holidays!

Yours truly,



Eric McIntyre
6 Margaret Street

PS – I received a reply from the Town to My August 9th letter regarding the deplorable and dangerous situation at "St. Charles Crossing" on Isabella Street. The reply stated it would be forwarded to a committee for study. The situation at 'St. Charles Crossing' is even worse than on Avenue Road.

From: Minister (EDU) <Minister.edu@ontario.ca>
Sent: November 22, 2019 9:02 AM
To: Clayton Harris <charris@townofparrysound.com>
Cc: norm.miller@pc.ola.org
Subject: Reply from the Minister of Education

Mr. Clayton Harris, CPA
Chief Administrative Officer
Town of Parry Sound
52 Seguin Street
Parry Sound ON P2A 1B4
charris@townofparrysound.com

Dear Mr. Harris,

Thank you for your correspondence regarding the Near North District School Board (NNDSB). I appreciate the opportunity to respond to your concerns.

The ministry continues to support the development and construction of previously approved capital projects to provide students with learning space in school. In 2014, NNDSB was approved for funding in the amount of \$27.6 million through the School Consolidation Capital (SCC) program for a new 1,085 pupil place JK-12 school in Parry Sound to consolidate Parry Sound High School, Nobel Public School and McDougall Public School. The ministry continues to work with NNDSB board staff on the development of this project.

If you require further information on this project, including updates on status, I encourage you to contact your locally elected school board trustees as they would be in the best position to provide you with further details.

Thank you again for taking the time to write.

Sincerely,

The Honourable Stephen Lecce
Minister of Education

c: Norm Miller, MPP
Parry Sound-Muskoka



Parry Sound Friendship Centre

172-70 Isabella Street

Parry Sound, Ontario

P2A 1M6

Phone: (705) 746-5970

Fax: (705) 746-2612

Wednesday, November 20, 2019

HAND DELIEVERED

To Mayor and Council

I am writing this letter in hopes to receive support for our homeless. We are looking to implement a Warming Centre that will house 20 clients each night. Parry sound Friendship centre is in partnership with St James United Church and Mary Street centre were the clients will be housed.

Any financial Support toward this project would be greatly appreciated, as the weather becomes colder the need becomes greater.

The affordable housing situation in Parry Sound is becoming a crisis we believe this opportunity will help with that crisis, as we can offer other opportunities to our client, for example help looking for adequate housing, jobs and help with mental health and addiction if there is a need.

Thank you for your consideration

In Friendship

Tamara Wilson

Health Outreach Coordinator

Parry Sound Friendship Centre

A handwritten signature in blue ink that reads "Tamara Wilson".

Cc Delores McKay Executive Director Parry Sound Friendship Centre

Cc Parry Sound Friendship Centre Board of Directors

Tamara Wilson
Health Outreach Coordinator
Parry Sound Friendship Centre
127-70 Isabella Street
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705 746 5970 ext 105



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Warming Centre Program Proposal

Tamara Wilson
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Summary

The proposed warming Centre would be open from November 2019 to March 2020 with the expressed purpose of giving men in our community who are homeless or precariously housed, a warm place to sleep for the night. Each night the Warming Centre would be open at 8:00pm to 10:00pm with a maximum of 20 beds. The door will be locked. If people leave during the night they will not be let back in. clients must help clean up their bed, and leave the warming Centre by 8:00am each morning.

We propose a nominal fee of \$2.00 a night to be paid by clients. There will be one paid staff member and two volunteers working for the entirety of the 12 hour shift each night and will arrive at 8 pm to greet the clients do intakes, registration, and stay awake for the night .

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Introductions

Parry Sound Friendship Centre

Mission Statement

Parry Sound Friendship Centre is here to provide a medium for the meeting of status and non-status aboriginal people, and for the development of mutual understanding through common activities. To stimulate and assist aboriginal self-expression and to develop aboriginal leadership. And assist and encourage the study of aboriginal needs and the planning of services of aboriginal people, public and private agencies

Vision

Working in a healthy and holistic environment, collectively to promote and deliver programs and activities to build healthier lifestyles. Families, and communities.

St James United church and Mary Street Centre

Our Vision

St James United Church is a community of faith open to change as we respond to the Spirits Call.

We yearn to engage with our community to bring gods vision of a just world into the present day, and to invite fellow seekers to join us on our spiritual journey. Recognizing our gifts, limitations and the way of Jesus, our vision is to make our church building, our many small projects, and our witness to inclusive and compassionate love, an integral part of our neighbourhood.

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Needs/Problems

It is known that there is a housing crisis in Parry Sound and there has been for quite some time. With the fire at the River Street rooming house homelessness has become even more of an urgent matter. People who are now precariously housed- or homeless- may be sleeping outdoors or in unheated shelter with temperatures sure to drop to freezing soon. This is a crisis that belongs to all of us as a town and a community. A Warming Centre would face the immediate crisis and allow us some time to come up with a more permanent plan for our most vulnerable citizens in the future.

Goals/Objectives

This problem needs to be addressed and immediate action needs to be taken. Creating a Warming Centre that would be housed at St. James United Church and Mary Street Centre would alleviate the immediate need for these individuals who lack housing during the winter months. It is not proposed as a long term solution.

The goal would be to have a safe, warm place for them to sleep and be out of the harsh temperatures. The Warming Centre would take place Monday, Tuesday, and Wednesday each week, November to March from 8 pm to 8 am with a maximum of 20 individuals to sleep, as well as be provided with coffee/tea/water and possibly snacks. We will model this Warming Centre on the Out of the Cold programs done elsewhere.

This would not be a permanent fix to the problem, but an immediate and temporary bandage on the issue until we as a town and community can come together to form a more permanent solution. There is no plan to continue the Warming Centre for November 2020 and onward.

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Procedures/Scope of Work

The Warming Centre would be held at St. James United Church but would be run by a group of volunteers from the community. We would propose a trained staff person(s) who would be in charge of creating the volunteer schedule, review and incident reports or problems, etc. The scheduled volunteers would work in shifts during the week- we propose at least 2 that would stay overnight, with support from a trained staff person, to be on premises from 8 pm to 8 am, to help registrations ,intakes and setting up, taking down as well as helping with any concerns or issues the individuals may have.

Our clients will enter the Warming Centre between 8-10 pm through the door off the parking lot at Mary Street Centre, and will be met by a staff member who will then do an intake with them and get them registered for the night. The staff will give them a shaving bag, a cot and bedding so they can clean up and get ready for the night.

At that time they can enter the lounge area to have coffee, tea, and get something to eat, they will also have the opportunity to play cards if they choose. At 10 pm the doors are closed and no other people may enter the center, at that time. Lights will be out and all client in the center will have to go to bed.

Any person under the influence of drugs or alcohol will not be permitted into the center, all clients will have to turn over any medication or weapons to staff member until they leave the premises. If at any time there is an issue with a client they will be asked to leave and will not be able to return at any time. There will be a first aid kit and procedure and policy booklet on hand for the staff and volunteer as well as fire safety procedures.

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Timetable

| | Description of Work | Start and End Dates |
|--------------------|--------------------------------|---|
| Phase One | Planning | October 20 until a safe, usable plan is in place. |
| Phase Two | Warming Centre Opens | Sometime in November until March 31 2020. |
| Phase Three | Planning for a proper shelter. | October 2019, to be opened by November 2020. |

| ACTIVITY | IMPLEMENTATION TIME | | | RESPONSIBILITY |
|---|--------------------------------|--------------|---------------|---|
| 1. Volunteers | Month 1 | Month 2 | Month 3 | |
| | In early November and ongoing. | | | Leadership Team |
| 2. Improve procedure for project management | December 2019 | January 2020 | February 2020 | Leadership Team with staff/volunteer input. |

Budget

| | Description of Work | Cost |
|--------------------|--|--|
| Phase One | Cover costs to Mary Street Centre for utilities, cleaning supplies, etc. | \$40/week |
| Phase Two | Cost for a staff person(or two) 28 hours/week @\$30/hr. | \$500/week |
| Phase Three | Cots, bedding, food Coffee, tea, water | Look for donations Look for donations/\$30/week |
| | Total | \$ 570/week |

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Endorsements

Friendship Centre, IMPACT Team, Mary Street Centre, St. James United Church, DSSAB (housing), Community Safety Officer (OPP), Others (To be determined)

Funding we are looking into

DSSAB

Ontario trillium foundation

Town of Parry Sound

Children's Aid

OPP

Parry Sound Friendship HOC Program

Community of Parry Sound

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Our changing health care environment

Transformation at West Parry Sound Health Centre
and our community's alignment with provincial
health system planning priorities

A presentation to Mayor and Council, Town of Parry Sound

Tuesday 3 December 2019



Patient care is improving. The way we work is changing.

Thank you to everyone who is taking on additional work to learn our new system delivering improved Patient and Family Centred Care at West Parry Sound Health Centre and with our partner hospitals.

Thank you generous donors for supporting our delivery of Patient and Family Centred Care.

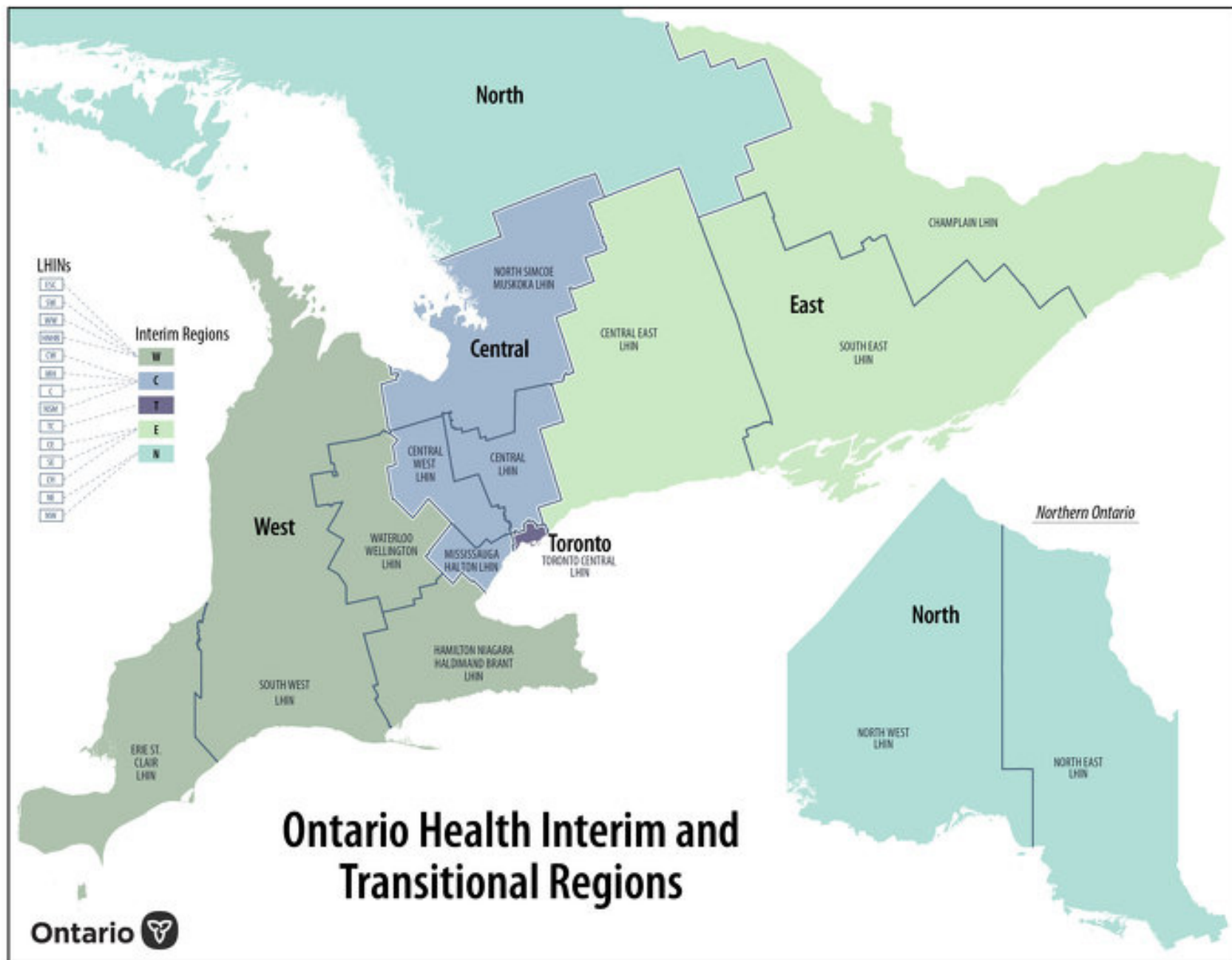


The new GE Revolution Frontier will improve our delivery of Patient and Family Centred Care in many ways, including:

- Exposing patients to a lower radiation dose.
- Providing care teams with improved and superior image quality.
- Offering faster and higher quality processing.
- Metal artifact reduction – allowing for enhanced CT scans even when a patient has metal within their body.



- The five agencies transferring into Ontario Health are: Cancer Care Ontario; Health Quality Ontario; eHealth Ontario; Health Shared Services Ontario; and HealthForceOntario Marketing and Recruitment Agency.
- The 14 LHINs have been clustered into five interim geographic regions and will be led by five transitional regional leads. The new appointees are: Bruce Lauckner (West), Scott McLeod (Central), Tess Romain (Toronto), Renato Discenza (East), and Rhonda Crocker Ellacott (North).
- Trillium Gift of Life Network will transfer in at a later date to ensure there will be no disruption to patients and families involved with organ and tissue donation.
- LHIN functions will eventually transition into Ontario Health or to local Ontario Health Teams over time based on a careful plan the ministry is developing with Ontario Health and LHINs.



Christine Elliott hires special adviser to work with communities on Ontario public health merge

JEFF GRAY > QUEEN'S PARK REPORTER
PUBLISHED OCTOBER 9, 2019

28 COMMENTS SHARE



Jim Pine, the chief administrative officer of the County of Hastings in Eastern Ontario and a former provincial bureaucrat, is to travel across the province to hear the concerns being raised about the plans and come up with recommendations.

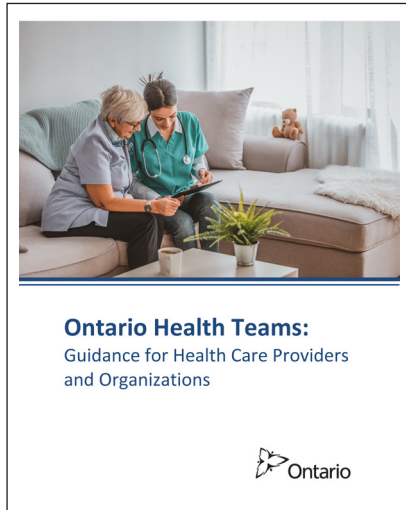
ROBERT HOUSE /HANDOUT

The Ministry of Health launched consultations on Public Health and Emergency Health Services modernization with a webinar on Monday 18 November. Two discussion papers have been released.

This began the ministry's broader consultation with municipal governments, Boards of Health, local Public Health agencies, EMS services, and other stakeholders.

AMO will work with members, the Ministry of Health and the Municipal Advisor, Jim Pine, throughout the process to bring forward practical solutions for public health and emergency health services that work best for residents, communities, and municipal governments.

The formation of Ontario Health Teams



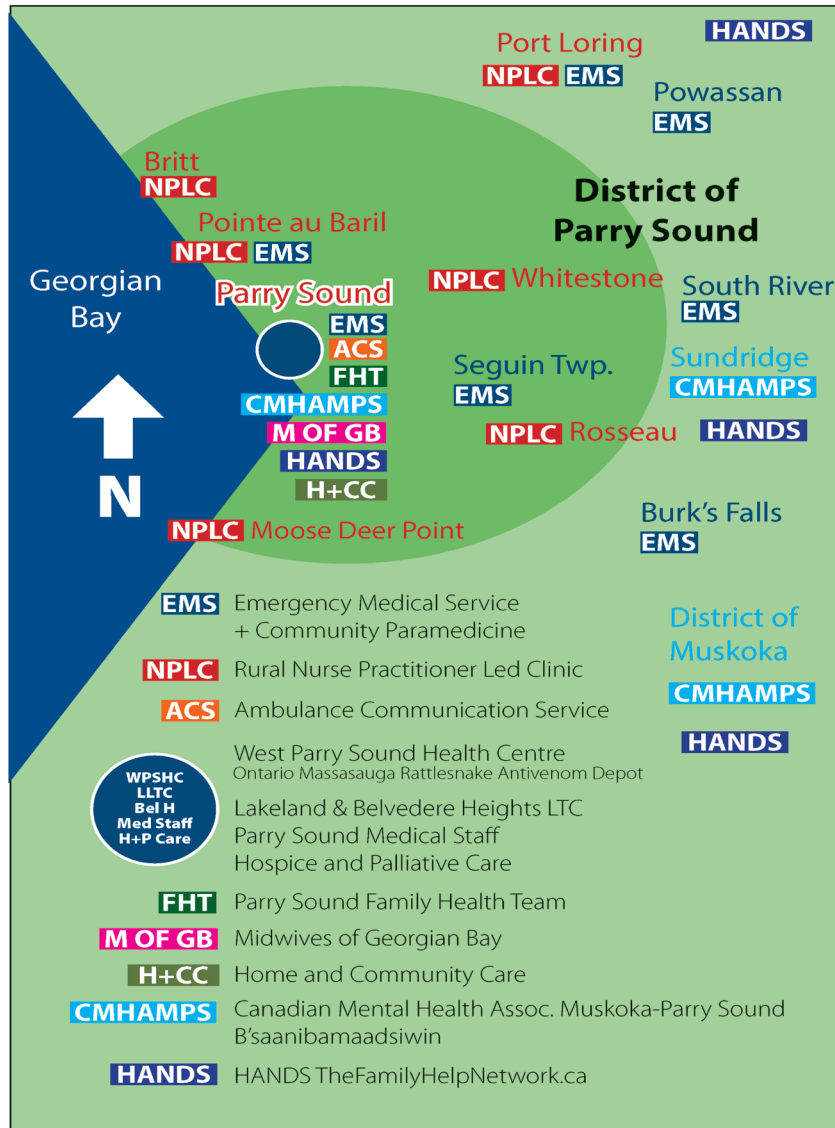
Under the Ontario Health Team model, we envision that patients, families, caregivers, and health care providers will more actively shape how local health care services are delivered and managed.

Through this model, many health care providers will work together as a team to deliver a full continuum of care, even if they're not in the same organization or physical location. As a team, they will work towards common goals related to improved health outcomes, patient and provider experience, and value.

The Ontario Health Team model will encourage providers to improve the health of an entire population, reducing disparities among different population groups.

Integrated funding and accountability will create the optimal conditions for Ontario Health Teams to innovate, be more aware of their own performance to drive quality improvement, and be fully accountable for the health care dollars they spend.

Creating an Ontario Health Team for West Parry Sound



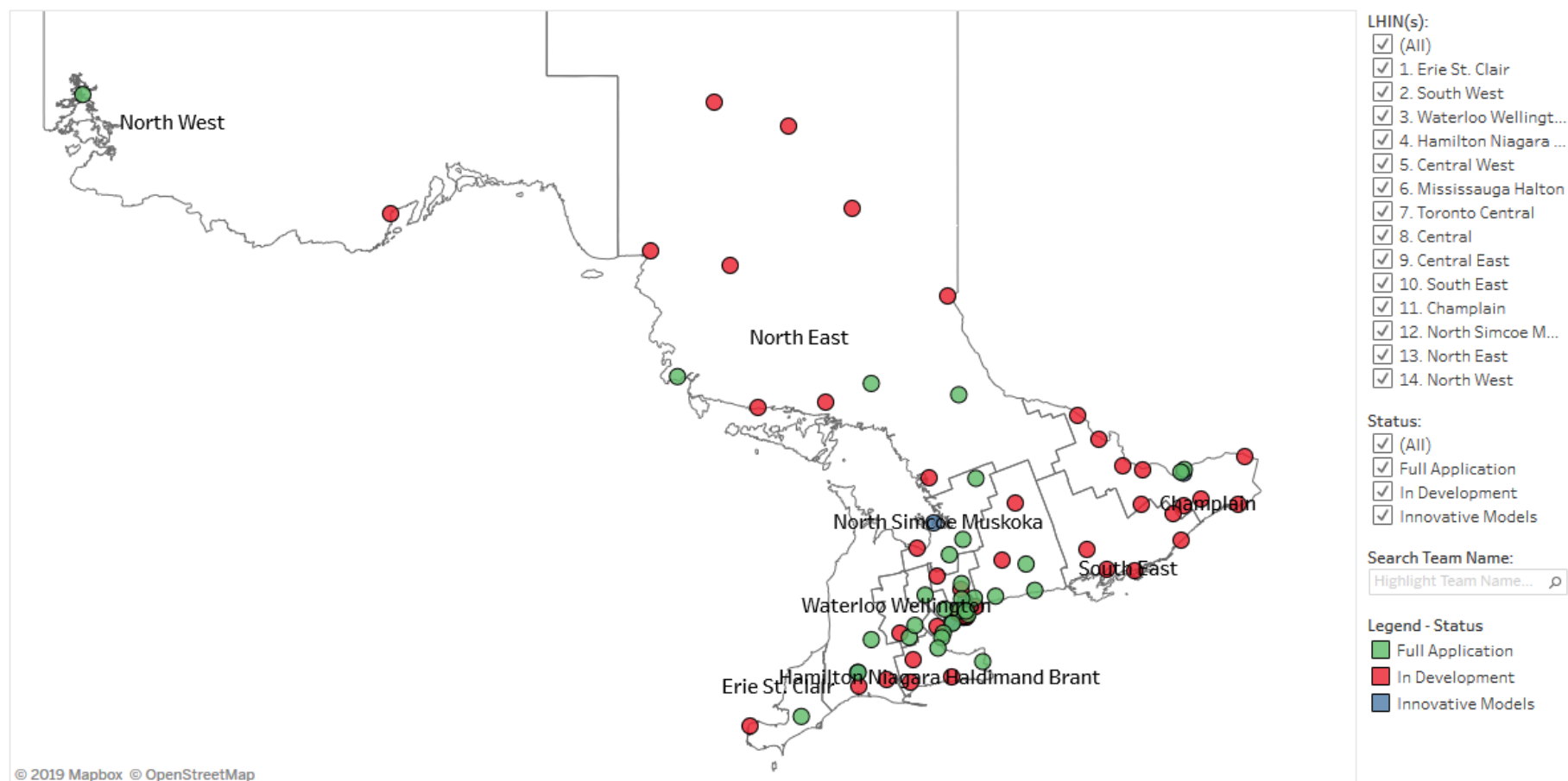
18 July 2019 - MoH response:

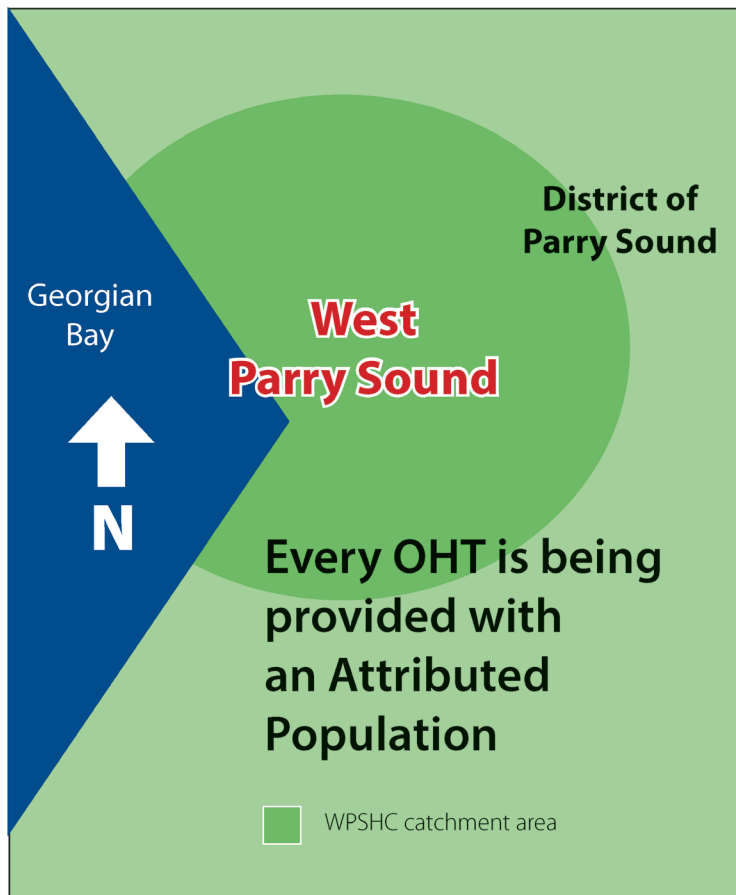
The Ministry of Health has conducted an extensive review of Self-Assessment submissions to determine the readiness of prospective teams to implement the OHT model. I am pleased to advise you that the ministry has assessed your team as being In Development. The Self-Assessment submission demonstrated a commitment to the OHT model and showed a degree of readiness to implement.

Our review of your submission identified the following strengths:

- Demonstrating primary care capacity to deliver services in Year 1 and a plan for scaling up.
- Demonstrating a strong history of trusting relationships among partners, and commitment towards integration and shared financial management.

OHT Locations as of October 10, 2019

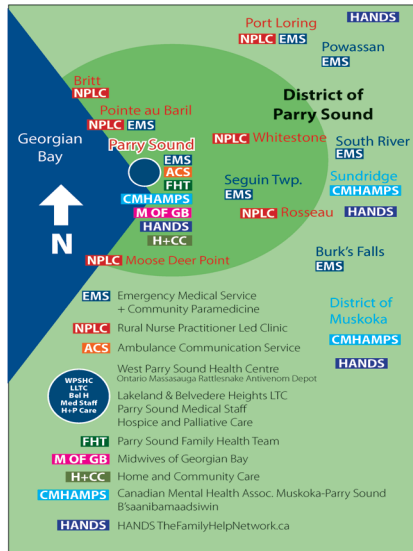




Identifying the population for which an Ontario Health Team is responsible requires residents to be attributed to care providers and the method for doing so is based on analytics conducted by the Institute for Clinical Evaluative Sciences. ICES has identified naturally occurring networks of residents and providers in Ontario based on an analysis of existing patient flow patterns. These networks reflect and respect the health care-seeking-behaviour of residents and describe the linkages among residents, physicians, and hospitals.

As per the ICES methodology, every Ontario resident is linked to their usual primary care provider; every primary care physician is linked to the hospital where most of their patients are admitted for non-maternal medical care; and every specialist is linked to the hospital where he or she performs the most inpatient services.

While Ontario Health Teams will be responsible for the health outcomes and health care costs of the entire attributed population, there will be no restrictions on where residents can receive care. The resident profile attributed to an Ontario Health Team is dynamic and subject to change over time as residents move and potentially change where they access care.



West Parry Sound OHT next steps

The ministry is working supportively with teams in-development as they continue to improve their readiness. These teams will have the opportunity to demonstrate their ability to move to the full application stage by preparing a progress report for submission to the ministry in January 2020.

In March 2020, the next round of teams will be invited by the ministry to submit full application forms.

For communities that have submitted full applications: The ministry and a panel of third-party advisors are reviewing the applications and evaluating teams based on their readiness to implement the Ontario Health Team model.

The first cohort of 24 Ontario Health Teams are now being announced by the ministry.

*We are thankful for the
Leadership you provide
in the community
we are mutually
privileged to serve.*



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Update on Sidewalk repairs and replacements in the Town of Parry Sound

TOMRMS File Number:

T06 - Road Maintenance

Spokesperson(s) Name and Title:

Peter Brown, Director of Public Works

Department:

Public Works

Purpose of Report:

To update Council on sidewalk repairs and replacements over the past five years.

Determination for Council:

Resolution 2019 -

That the Sidewalks Repairs and Replacements Report, 2015-2019 be received for information purposes.

Identify Relationship to Strategic Priorities:

Core Service - yes

Key Stretch Goal or Core Service Improvement Goal - no

New Service, Project or Program - yes

Does This Item Relate to Council's Strategic Priorities? yes

Background:

At the November 19, 2019 Council meeting, a resident presented a deputation related to sidewalks in Parry Sound. The individual commented that the sidewalks in Parry Sound are in very poor shape for accessibility. Further he commented that no monies have been spent in over six years towards sidewalk upgrades in Parry Sound.

Following the Council meeting, staff reviewed the work completed on side walks over the last 5 years. The review identified that Council has approved a significant amount of sidewalk repair, replacement and new construction over that time frame. On sidewalk repair alone the Town spent \$261,533 over the 5 years, an average of \$52,000 per year. It should also be noted that the sidewalk repairs were done by Town staff and not contracted out. The following is provided for your information:

2019

- William Street, from Annie Street to Ginnie Street sidewalk replacement (Operating)
- Isabella Street, from Tudhope Street to William Street new sidewalk (Capital)
- Waubeek Street, from Prospect Street to Waubuno Road sidewalk replacement (Capital)
- Various sidewalk panel repairs by Town staff
- \$61,251 spent (Operating)

2018

- Prospect Street, from Waubeek Street to Waubuno Beach sidewalk replacement (Capital)

- Bowes Street, from Forest Street to Albert Street, paved over existing sidewalk for accessibility and major repairs completed (Operating)
- Emily Street, from Parry Sound Road to Fowler Salt Dock Road sidewalk replacement (Capital)
- Various sidewalk-panel repairs by Town staff
- \$33,160 spent (Operational)

2017

- William Street, from Cherry Street to Ginnie Street sidewalk replacement (Operating)
- Isabella Street, from Foster Avenue to Beatty Street sidewalk replacement (Operating)
- Foster Avenue, from Isabella Street to Ansley Street sidewalk replacement (Operating)
- Winks Link new walking trail pathway, linking Parry Sound to McDougall (Capital)
- Various sidewalk panel repairs by Town staff
- \$109,244 spent (Operational)

2016

- Forest Street, from Bowes Street to Parry Sound Road sidewalk replacement (Capital)
- William Street, from Silver Birch Court to Annie Street sidewalk replacement (Capital)
- Beatty Street, from Isabella Street to Public School new sidewalk (Capital)
- Tudhope Street, from Isabella Street to Serenity Place new sidewalk (Capital)
- Denis Drive, from Tudhope Street to Macklaim Drive new sidewalk (Capital)
- Various sidewalk panel repairs by Town staff
- \$68,150 spent (Operational)

2015

- Wakefield Street from Bowes Street to Dufferin Street sidewalk replacement (Capital)

- Dufferin Street, from Wakefield Street to River Street new sidewalk (Capital)
- Various sidewalk panel repairs by Town staff
- \$57,878 spent (Operational)

It should be noted that the section of sidewalk on Bowes Street, from Forest Street to Albert Street was paved over with asphalt. This was a staff decision, as it was felt that there was an existing concrete sidewalk on the opposite side to Bowes Street, and paving over the section identified would be less expensive than ripping up and replacing the section of sidewalk. Bowes St. is very busy and additional traffic control would add further expense to the work. Also, staff felt that as this route is utilized by many residents from the Friends on Forest Street, staff took all these issues to task and made the decision to pave it.

Staff Recommendation:

That the report be received for information purposes.

Advantages and/or Disadvantages of Staff Recommendation:

Sharing the results is important for transparency and accountability

There is no disadvantage

Alternatives: n/a

Cost/Financial Impact: n/a

Included in Current Budget: n/a

Attachments: n/a

CAO's Comments: Recommends Council Approval: Yes



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Update on Pedestrian Crossing at Waubeek Street and Avenue/Belvedere intersections

TOMRMS File Number:

D18 - Community Improvement Projects

Spokesperson(s) Name and Title:

Peter Brown, Director of Public Works

Department:

Public Works

Purpose of Report:

To update Council on the design for the pedestrian crossing at Waubeek Street and Avenue Road/Belvedere Avenue intersections.

Determination for Council:

Resolution 2019 -

That the report on Pedestrian Crossing at Waubeek Street & Avenue/Belvedere intersections be received for information purposes.

Identify Relationship to Strategic Priorities:

Core Service - yes

Key Stretch Goal or Core Service Improvement Goal - no

New Service, Project or Program - yes

Does This Item Relate to Council's Strategic Priorities? yes

Background:

At a previous Council meeting, Council requested that the above noted pedestrian crossing be reviewed by the Engineer and staff to ensure a safe crossing.

After much discussion, the updated crossing can be placed close to where it presently sits. The sightlines are better on this flat section between the CP crossing and Belvedere Avenue. Further, the crossing could have the same paint layout as what the Town installed at the intersection of Isabella Street and William Street, as well as at the intersection of Isabella Street and Tudhope Street.

Also, solar powered pedestrian crossing lights will be installed, again like the above. The two sets of crossing lights we have recently installed have been very well received by the public. The crossing is also designed to be signage.

Staff Recommendation:

That the report be received for information purposes.

Advantages and/or Disadvantages of Staff Recommendation:

n/a

Cost/Financial Impact:

Staff will add this project to the 2020 budget process for Council's consideration. Cost to complete the work is approximately \$30,000

Included in Current Budget: N/A

Attachments: N/A

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

EMS Ambulance and Paramedic Response Unit Replacements for 2020

TOMRMS File Number:

V01 - Fleet Management

Spokesperson(s) Name and Title:

Dave Thompson, Director of Development and Protective Services

Department:

Development and Protective Services

Purpose of Report:

To recommend the supplier of record, Crestline, as the preferred builder of the 2020 EMS ambulance replacements.

To recommend Rowlands Emergency Vehicles supply the 2020 requested Paramedic Response Unit

Determination for Council:

Resolution 2019 -

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the replacement of two ambulances to be delivered in late winter 2020 and further that the supplier of record, Crestline, be awarded the contract for the supply of these two ambulances in the amount of \$129,427.21 +HST each; said ambulances funded from the EMS equipment reserve fund; and

That the upon delivery of the 2020 ambulances the two being replaced be deemed surplus and donated to First Response Teams within the District of Parry Sound.

Resolution 2019 -

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the replacement of one Paramedic Response Unit (PRU) to be supplied by Rowland Emergency Vehicle in the amount of \$70,475.00 + HST; said PRU funded from the EMS equipment reserve fund.

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Stretch Goal or Core Service Improvement Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? - Yes - Our Community - Financial Strength and Infrastructure Organizational Excellence - Service Delivery Excellence

Background:

Crestline has supplied a standard build ambulance to Parry Sound District EMS for the last 10 years. The service from Crestline has been exceptional and with the standardized fleet, the medics are able to perform their duties at a more consistent level. A standardized fleet also allows for efficiencies in stocking of maintenance items and the effectiveness of the maintenance services with the mechanics working on familiar vehicle components. Prior to the 2018 EMS Vehicles purchases a competitive bid was requested from each of the two main suppliers of ambulances in Ontario. Crestlines price was 3% lower than the other supplier. Crestline has proposed a modest increase in the price for 2020 of 1.75%. Additional items need to be included in the vehicle purchase in 2020 to satisfy recommendations in our last Ministry of Health Service Review. Staff recommends that we continue to have Crestline supply our vehicles. Standardization of fleets is very common in the EMS industry.

The EMS Ambulances are replaced on a 60-month cycle and this has been determined to be the most suitable cycle to limit repair costs and down time due to major repairs.

Paramedic Response Units are replaced on an "as needed" basis. The unit proposed to be replaced is a 2007 Ford Expedition. Fleet mechanics have advised that the 12-year-old vehicle has such extensive frame and body deterioration that they will not be able to safety the vehicle for its next required 6-month safety.

Similar to the ambulances, all response vehicles must be Ministry of Health certified and only a few vehicle builders in Ontario are authorized to provide this certification.

Rowlands Emergency Vehicles has always supplied our PRU's and every 5 years we conduct a Request for Quotations to ensure they continue to provide appropriate costing. The last PRU RFQ was provided in 2018 and Roland again provided best value. Continuing to purchase from Rowland maintains consistency in the vehicles so that the many drivers who operate them do not have to second guess where any specific controls are during emergency operations.

EMS emergency vehicles are budgeted for through the depreciation process and the EMS reserves can support this expenditure.

Staff Recommendation:

To replace the vehicles on the proposed schedule and to dispose of the surplus units as also proposed.

Advantages and/or Disadvantages of Staff Recommendation:

Timely replacement of the vehicles will allow for continued efficient and effective delivery of services.

Disposal of the surplus ambulances to District partnering Fire Departments effectively supports the goal of Parry Sound District EMS of timely emergency response intervention.

Alternatives:

To not replace the vehicles at this time.

Cost/Financial Impact:

Two ambulances at \$129,427.21 +HST each (Budgeted at \$135,000)

One PRU at \$70,475.00 +HST (Budgeted at \$75,000)

Included in Current Budget: Yes

Attachments:

CAO's Comments

Recommends Council Approval:

Yes



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

2020 Land Ambulance Budget

TOMRMS File Number:

F05

Spokesperson(s) Name and Title:

Dave Thompson, Director of Protective and Emergency Services

Department:

Protective and Emergency Services

Purpose of Report:

To gain approve for the 2020 Land Ambulance Budget

Determination for Council:

Resolution:

That upon the recommendation of the EMS Advisory Committee the Council of the Town of Parry Sound approves the 2020 Land Ambulance Budget in the amount of \$9,995,709.00

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Stretch Goal or Core Service Improvement Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? Service Delivery Excellence

Background:

The 2020 Land Ambulance Budget is forecast at a 3.0% levy increase in the total amount of \$9,995,709.00.

A trend of increased sick time that has created a deficit has been noted in the past two budget years. The 2020 budget addresses this issue in two ways. Included to reduce the sick time is a Health and Wellness program that promotes peer support, provided by the Tema Foundation that specializes in the Mental Health and Wellbeing of First Responders. The EMS industry has clearly identified a connection between mental health and wellbeing and levels of sick time. The goal of the inclusion of this program within our funding envelop is primarily to support our first responders to be able to find balance between a stressful work environment and their quality of life outside of the profession and to also provide a work environment that promotes mental wellbeing.

In noting the trend to higher sick time levels additional funds are also being allocated to the sick time budget lines. The funds being allocated still do not reach the levels to fully support the costs expended on sick time in 2018 and 2019 however staff believe that

additional attention from EMS management through both the Tema Foundation program and general moral initiatives will successfully reduce the experienced sick time.

The capital equipment included in the budget are; replacement of 2 ambulances, replacement of 1 Paramedic Response Unit and replacement batteries for the Power Cots.

The 3% levy increase is required regardless of expenditures to meet the 50% funding level with the Provincial Government. Reducing the municipal contribution will affect a corresponding reduction from the Ministry of Health.

No service level enhancements are contemplated in this budget submission.

The EMS Advisory Committee reviewed and recommended the total amount of the budget on November 25, 2019.

Staff Recommendation:

To approve the 2020 Land Ambulance Budget

Advantages and/or Disadvantages of Staff Recommendation:

Requires a 3% Municipal Levy Increase

More accurately reflects the trend in costs associated with the delivery of Land Ambulance Services

Includes funds to promote health and Wellness amongst the Land Ambulance employees

Alternatives:

To request changes to the recommended budget

Cost/Financial Impact:

3% municipal levy increase

Included in Current Budget:

n/a

Attachments:

DT ATT#1 2020 Land Ambulance Budget

(Accessible format available upon request)

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda:

Council Meeting Date:

December 3, 2019

Subject:

Reappointment of Councillors to Committee of Adjustment

TOMRMS File Number:

D13 - Minor Variance

Spokesperson(s) Name and Title:

Taylor Elgie, Manager of Building and Planning Services

Department:

Development and Protective Services

Purpose:

A housekeeping matter that is required by the Planning Act.

Determination for Council

Resolution 2019 -

That Councillors Horne and Keith be reappointed to the Parry Sound Committee of Adjustment until December 31, 2020.

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Stretch Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? - No

Background/Report:

On December 18, 2018 two members of Council were appointed to the Committee of Adjustment with the current term of Council. This was enacted by Resolution 2018-143.

Section 44(3) of the Planning Act requires that members of the Committee of Adjustment who are also Council members be reappointed annually. This report is a housekeeping matter to reappoint Councillors Horne and Keith to the Committee of Adjustment for an additional year.

Staff Recommendation:

Approval is recommended.

Advantages and/or Disadvantages of Recommendation:

Consistent with the Planning Act requirements.

Alternatives: n/a

Cost/Financial Impact: None

Included in Current Budget: n/a

CAO's Comments: Recommends Council Approval: yes



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Parking; Downtown Parry Sound

TOMRMS File Number:

T02 - Parking

Spokesperson(s) Name and Title:

Dave Thompson, Director of Development and Protective Services

Department:

Development and Protective Services

Purpose of Report:

To advise Council of proposed changes with regards to parking enforcement to be brought forward in January 2020

Determination for Council:

Direction (For Direct Staff Follow-up)

That Council for the Town of Parry Sound receives the report and directs staff to bring the proposed changes forward in January 2020

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Stretch Goal or Core Service Improvement Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? Growth and Development -
Downtown

Background:

The parking meters have been removed from the downtown streets for over three years. At the time of removal, the Traffic By-law was amended to create numerous methods of ensuring that abuse of the complimentary parking did not occur. These included: 2-hour street parking limits, 4-hour lot parking limits and an infraction for "re-parking".

Specifically, the re-parking infraction was included to attempt to control business owners and employees from keeping vehicles in previously metered spaces and simply moving them regularly to avoid tickets. A significant number of permit parking spots were provided in lots for all day parking and there are a number of free all-day parking spots on the periphery of the downtown that owners and employees were encouraged to utilize.

During the first two years of the complimentary parking program there were a number of re-parking tickets issued and it seemed that mostly the tickets were being issued to deal with the abuse as intended. By-law staff never target specific individuals. If during the attendant's rounds a re-parking infraction is noted, a ticket is issued.

During the summer of 2019 and into the fall, staff noted that the re-parking tickets being issued no longer seemed to be to known abusers of the complimentary parking. Interactions between the people tickets were issued to and staff clearly demonstrated that the general public and patrons to the downtown businesses were now getting caught up in the re-parking tickets while very few were being issued to chronic abusers. Staff believe this is a result of owners and employees adjusting to the new parking program and therefore not causing a majority of the infractions.

The unintended consequence now is that patrons are being caught in a difficult to understand parking by-law that was never intended to ticket them.

Staff recently reviewed this issue with the Downtown Business Association (DBA) and recommended that we consider removing the re-parking infraction from the Traffic By-law. The DBA agrees with this course of action providing a recommendation from their last meeting to this effect.

Staff clearly believe that the very few chronic abusers of the complimentary parking will still attempt to abuse the system. Staff regularly note a few abusers who clearly watch for the enforcement officers and rush out and move their vehicles prior to an officer being able to write a ticket. This will most likely still occur however with regular enforcement of the 2- and 4-hour limits staff believe that those abusers will find it somewhat difficult to always move their vehicle.

The significant benefit is that the general public will no longer be ensnared in the very difficult to understand re-parking regulations.

Staff Recommendation:

Staff will bring amendments to the Traffic By-law forward in January 2020 to eliminate the re-parking infraction. With this in mind, staff will also stop issuing tickets for reparking until such time as the by-law is amended.

Advantages and/or Disadvantages of Staff Recommendation:

Responsive to the public's concern over re-parking.

Will open the door for renewed abuse by chronic offenders of the complimentary parking program.

Alternatives:

To leave the parking program as is.

To reassess a larger component of the parking program

Cost/Financial Impact:

Less tickets will be issued however; a successful parking program would have no tickets issued therefore demonstrating compliance with the rules.

Included in Current Budget:

n/a

Attachments:

(Accessible format available upon request)

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Information Update: Town of Parry Sound Culture, Parks & Recreation Master Plan

TOMRMS File Number:

R00: 2019 Culture, Parks & Recreation Master Plan

Spokesperson(s) Name and Title:

April McNamara, Manager of Parks & Recreation

Department:

Administration

Purpose of Report:

For information purposes only staff are providing a status on the update of the Town of Parry Sound Culture, Parks & Recreation Master Plan.

Determination for Council:

Direction

That the following staff update on the Town of Parry Sound Culture, Parks and Recreation Plan be received for informational purposes.

Identify Relationship to Strategic Priorities:

Core Service - no

Key Stretch Goal or Core Service Improvement Goal - Yes

New Service, Project or Program - New project

Does This Item Relate to Council's Strategic Priorities? Quality of Life

Background:

During the 2019 Budget deliberations, Council allocated and approved \$50 000 funding to create or update the 2008 Area Culture and Recreation Master Plan, a partnership with the Township of Seguin and the Municipality of McDougall and spearheaded by the former Regional Economic Development Advisory Committee.

At the July 16th, 2019 meeting, Council directed staff to prepare a letter of invitation to Seguin & McDougall Townships, seeking their partnership and participation on this project. This letter was brought to Council for consideration and approval at the August 13th, 2019 meeting. At that time, Council amended the resolution as presented and directed staff to invite and include all area municipalities as well as the two first nation communities in the letter of invitation to partner and participate in the Plan. Staff sent the letter of invitation as directed, with a response deadline of September 30th.

There were several questions from the area municipalities, primarily requesting a copy of the former plan, inquiring about budget for the 2008 plan and how the project was managed through all partners. By the established deadline there was no firm commitment from any of those invited.

Town staff have started to draft a Request for Proposals (RFP) to hire professional consultative services for the development and creation of a Town of Parry Sound Culture, Parks and Recreation Master Plan. In terms of timeline moving forward, staff anticipate that the RFP will be released in late January and awarded in February. Part of the evaluation criteria for RFP selection will be the timeframe to complete the project within the calendar year.

Staff Recommendation:

That Council receive this report for informational purposes.

Advantages and/or Disadvantages of Staff Recommendation:

n/a

Alternatives: n/a

Cost/Financial Impact: n/a

Included in Current Budget: n/a

Attachments:

(Accessible format available upon request)

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Modernization Program - Intake 1, Digital Strategy

TOMRMS File Number:

Spokesperson(s) Name and Title:

Clayton Harris, CAO

Department:

Administration

Purpose of Report:

To confirm that the Town will be submitting an Expression of Interest in the Modernization Program, Intake 1

Determination for Council:

Resolution 2019 -

WHEREAS the Province announced the provision of the Municipal Modernization Program which is a funding program to identify efficiencies,

NOW THEREFORE BE IT RESOLVED that staff be authorized to indicate to the Province the Town's Expression of Interest and subsequently submit an application for municipal modernization funding resulting in a third-party assessment of opportunities to utilize information technology to achieve efficiencies, taking into consideration needs, resource requirements, best practices and also the identification of cost saving/sharing with other municipalities through shared technology opportunities.

Identify Relationship to Strategic Priorities:

Core Service - yes

Key Stretch Goal or Core Service Improvement Goal - yes

New Service, Project or Program - yes

Does This Item Relate to Council's Strategic Priorities? yes

Background:

On November 12, 2019 the Province introduced the Modernization Program with Expressions of Interest due December 6, 2019. The objective of the Program is to provide funding to municipalities, with the goal of achieving efficiencies. Technology continues to shape our future. It presents the greatest single opportunity to impact how we work and how we interface with residents and the business community. In addition to internal opportunities, there may also be opportunities to achieve efficiencies in technology by working with area municipalities in areas such as common technology platforms and applications.

A requirement of the Program is that the studies must be done by third parties and a report must be submitted. Initially it was thought that an application would be submitted for waste management services. Staff believe that there is a greater opportunity through an assessment of opportunities to utilize technology.

Staff Recommendation:

Approve the recommendation

Advantages and/or Disadvantages of Staff Recommendation:

There is an opportunity to receive provincial funding through the Modernization Program, with the objective of looking for efficiencies, no disadvantage.

Alternatives:

Not apply

Cost/Financial Impact:

NA

Included in Current Budget:

NA

Attachments:

(Accessible format available upon request)

CAO's Comments

Recommends Council Approval:

Yes



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda

Council Meeting Date:

December 3, 2019

Subject:

Financial Variance Report for Third Quarter 2019

TOMRMS File Number:

F05 - Budgets and Estimated (Quarterly Reports - Q3 2019)

Spokesperson(s) Name and Title:

Stephanie Phillips, CPA, CMA - Director of Finance / Treasurer

Department:

Finance

Purpose of Report:

To provide an overview of the Town's operating and capital budget variances as of September 30, 2019 as required by the Town's Budget and Financial Controls Policy, and to seek Council approval on all expenses paid on behalf of Council members from July 1st, 2019 to Sept 30, 2019 as required by the Town's Accounts Payable and Payment Policy.

Determination for Council:

Resolution:

That Council hereby receives and accepts the variance report for the Third Quarter 2019 (September 30, 2019); and

Further that Council hereby approves the expenses for Council members for the period from July 1, 2019 to September 30, 2019.

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Stretch Goal or Core Service Improvement Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? Yes - Financial Strength

Background:

The Town's Budget and Financial Controls Policy requires the Treasurer reviews operating statements and capital spending with departments on a quarterly basis and provides a quarterly variance analysis to Council beginning for the second quarter.

The Town's Accounts Payable and Payment Policy requires the Treasurer provides a detailed list of Council expenses and seeks Council approval on a quarterly basis.

Key Points:

Operating Budget Variances

On the revenue side:

- PILs revenue from the Province and Federal governments are received post Q3
- Operating revenues are at 84% of the 2019 budget year to date with the majority of taxation revenues recognized year to date.

- Investment earnings are on track for 2019 with annual investment earnings of approximately \$176,500 expected from the One Investment High Interest Savings account and another \$77,850 in dividends from Lakeland Holdings to be recognized in Q4.
- Non-tax revenues are expected to be close to the budget.
- Provincial Offences Act (POA) revenues represent 87% of Other Revenues and they are at 53% of the 2019 budget year to date with less fines issued (-\$578,913).
- Expect to receive \$173k unbudgeted transitional mitigation payment from the Province for tax loss on the Lakeland Long-Term Care facility in Q4.

On the expenses side:

- The Town spent approximately 67% of the annual operating budget as of Sept 30, 2019. This compares to 72% at this time in 2018.
- Winter Control Operations are at 89.5% of the annual budget year to date, as found in Schedule B, Operating Expenses by Functional Service Area. The winter season was more difficult than recent years.
- Increased requests year to date for Traffic Signs (\$15k) as compared to the annual budget of (\$10k).
- POA expenses year to date are also tracking at 53% of the annual budget. Transfer payments to municipal partners will be reconciled in Q4.
- Performance Hall expenses are up slightly compared to budget with increased Socan fees (+\$6,500), a difference in the allocation of labour costs (+\$6,600 budgeted on a different line), and increased artists fees/guarantee (+\$6,200).
- Planning legal fees are over budget year to date (\$22k) for litigation in relation to the French Public School Board as compared to the annual budget of (\$10k).

Overall, staff expects to have a balanced budget in 2019.

Operating budget variances by functional service area are provided in Schedule A.

Town of Parry Sound

Actual vs Budget Year To Date: Operating and Capital

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| | 2019 Budget | YTD Actuals | Variance | Percentage Complete |
|--------------------------------|-------------------|-------------------|-------------------|---------------------|
| Revenues | | | | |
| 1.Property taxes | 0 | 69,118 | 69,118 | N/A |
| 2.Levies | 11,311,703 | 11,003,063 | (308,640) | 97.27% |
| 3.Provincial Grants and | 7,692,839 | 6,195,590 | (1,497,249) | 80.54% |
| 4.Federal Grants and Subsidies | 1,568,789 | 618,773 | 588,773 | 39.44% |
| 5.Other Municipalities | 4,318,618 | 4,053,357 | (265,261) | 93.86% |
| 6.User Fees | 7,037,145 | 5,700,016 | (1,337,129) | 81.00% |
| 7.Licensing & Lease Revenues | 202,320 | 150,485 | (51,835) | 74.38% |
| 8.Investment Earnings | 730,571 | 460,256 | (270,315) | 63.00% |
| 9.Other Revenues | 1,416,100 | 850,358 | (565,742) | 60.05% |
| Contributions from Reserves | 3,917,611 | 2,938,208 | (979,403) | 75.00% |
| Total Revenues | 38,195,696 | 32,039,225 | 6,156,471 | 83.88% |
| Expenses: | | | | |
| E01-Salaries and benefits | 7,281,763 | 4,846,241 | 2,435,522 | 66.55% |
| E02-Materials - Operating | 3,249,948 | 1,805,691 | 1,444,257 | 55.56% |
| E03-Energy Costs | 1,010,460 | 758,885 | 251,575 | 75.10% |
| E04-Rents and Financial | 492,540 | 179,933 | 312,607 | 36.53% |
| E05-Purchased/Contract | 13,216,753 | 8,518,947 | 13,216,753 | 64.46% |
| E06-Debt Repayment/New | 789,695 | 1,137,026 | (347,331) | 143.98% |
| E07-Grants - Transfer Payments | 2,092,809 | 1,303,673 | 789,136 | 62.29% |
| E08-Internal Recoveries | 0 | 0 | 0 | N/A |
| E09-Amortization of tangible | 5,095,997 | 3,934,841 | 1,161,156 | 77.21% |
| Contributions to Reserves | 4,341,115 | 3,255,836 | 1,085,279 | 75.00% |
| Capital Project Expenditures | 5,718,538 | 3,934,855 | 1,783,683 | 68.81% |
| Total Expenses | 43,289,618 | 29,675,928 | 13,613,690 | 68.55% |
| Less: Amortization | 5,093,922 | 3,934,841 | | |
| Total Expenses | 38,195,696 | 25,741,087 | 12,454,609 | 67.39% |
| Net Total | 0 | 6,298,138 | | |

Capital Budget Variances

Capital expenditures are at 50.4% of the total capital budget for 2019. The status of the capital projects, together with the actual costs incurred as of September 30, 2019, are provided in detail in Schedule B.

The Bobby Orr Community Centre Ice Pad Replacement project is completed at \$860k compared to the \$1.17m initially budgeted.

The Isabella Realignment project is tracking above budget with a negative variance of \$674,824. It was expected that the project would come in above budget at the March 19, 2019 tender award of \$1,949,504 . Isabella required more road realignment than was initially anticipated at the time of the budget. In addition, a considerable retaining wall was needed. The costs to date are approximately \$106k over the tender award value due to changes in asphalt costs, and problems encountered during construction.

The servicing of Macklaim St/ Denis Drive is now complete at \$1,010,457. Engineering costs of the project are approximately \$208k year to date. Waubeek St. Reconstruction is not expected for completion until 2020 due to weather delays. All other completed capital projects are either below or near budget for 2019.

Mayor and Councillor Expenses

For the period from January 1, 2019 to September 30, 2019, the total expenses that the Mayor and Councillors incurred were \$9,901 or 38% of the annual budget of \$25,800. Below is a summary of the Mayor and Councillor expenses. A detailed list of these expenses is provided in Schedule C.

Mayor and Councillor Expenses

Reporting Period: January 1st, 2019 To September 30th, 2019 (9 Months)

| | YTD Q3 2019 \$ | Budget 2019 \$ | % of Budget Used | Budget Remaining \$ |
|-------------------|---------------------------|---------------------------|---------------------------------|------------------------------------|
| Mayor McGarvey | 1,375 | 13,800 | 10% | 12,425 |
| Councillor Horne | 2,084 | 2,000 | 104% | 84 |
| Councillor Burden | 1,837 | 2,000 | 92% | 163 |

| | | | | |
|---------------------|--------------|---------------|------------|---------------|
| Councillor Borneman | 60 | 2,000 | 3% | 1,940 |
| Councillor Backman | 4,485 | 2,000 | 224% | 2,485 |
| Councillor Keith | - | 2,000 | 0% | 2,000 |
| Councillor McCann | 60 | 2,000 | 3% | 1,940 |
| Total | 9,901 | 25,800 | 38% | 15,899 |

** Councillor expenses are expected to remain on budget overall with a trade off taking place between councillors that do not expect to incur expenses.*

Staff Recommendation:

Staff recommends:

- That Council receives Financial Variance Report for Third Quarter 2019;
- That Council approves the Council expenses for the period from July 1st, 2019 to September 30, 2019.

Advantages and/or Disadvantages of Staff Recommendation:

Advantages

- It demonstrates the Town is committed to open and transparency governance, and Council expenses are incurred in accordance with the Town's Accounts Payable and Payment policy.

Alternatives:

n/a

Cost/Financial Impact:

n/a

Included in Current Budget:

n/a

Attachments:

Attachment #1 - Operating Expenses by Functional Service Area (Schedule A)

Attachment #2 - Capital Expenditures - Actual vs Budget (Schedule B)

Attachment #3 - Council Expenses from January 1 2019 to September 30 2019
(Schedule C)

(Accessible format available upon request)

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|--|-------------|------------------|-------------|-----------------|--|
| E01-Mayor and Council | 267,172 | 174,116 | 93,056 | 65.2% | |
| - 1101-Council Administration | 34,176 | 6,534 | 27,642 | 19.1% | |
| - 1102-Mayor | 57,687 | 34,635 | 23,052 | 60.0% | |
| - 1103-Councillors | 143,102 | 111,066 | 32,036 | 77.6% | |
| - 1109-Council Promotions/Donations | 30,657 | 20,006 | 10,651 | 65.3% | |
| - 1203-Elections | 1,550 | 1,876 | (326) | 121.0% | Datafix and joint election audit committee |
| E02-Finance | 931,901 | 589,756 | 342,145 | 63.3% | |
| - 1201-Financial Services | 581,060 | 466,154 | 114,906 | 80.2% | Service recovery entry for POA/land ambulance/Environmental Q4 |
| - 1204-Municipal Office Equipment | 93,801 | 45,400 | 48,401 | 48.4% | |
| - 1208-Financial Expenses | 257,040 | 78,202 | 178,838 | 30.4% | |
| E02-Information Technology | 300,023 | 207,728 | 92,295 | 69.2% | |
| - 1302-Information Technology (IT) | 300,023 | 207,728 | 92,295 | 69.2% | |
| E02-Office of the Chief Administrative Officer | 1,114,991 | 709,718 | 405,273 | 63.7% | |
| - 1200-Administrative Services | 670,232 | 382,702 | 287,530 | 57.1% | |
| - 1202-Municipal Building | 323,019 | 223,625 | 99,394 | 69.2% | |
| - 1207-Staff Functions Recognition | 7,300 | 1,412 | 5,888 | 19.3% | |
| - 1209-Property Assessment | 93,292 | 93,292 | 0 | 100.0% | MPAC Annual Levy has been paid |
| - 1307-Staff Wellness Program | 2,500 | 357 | 2,143 | 14.3% | |
| - 1308-Accessibility (AODA) | 4,000 | - | 4,000 | 0.0% | |
| - 7403-Old Firehall Mary St/Museum | 922 | 1,119 | (197) | 121.4% | |
| - 7405-CPR Station | 13,726 | 7,212 | 6,514 | 52.5% | |
| E03-Building Inspection | 215,275 | 139,637 | 75,638 | 64.9% | |
| - 2401-Building Inspections | 215,275 | 139,637 | 75,638 | 64.9% | |
| E03-By-law | 286,450 | 179,552 | 106,898 | 62.7% | |
| - 2404-By-Law Enforcement | 167,851 | 97,333 | 70,518 | 58.0% | |
| - 2405-Animal Control | 6,850 | 1,382 | 5,468 | 20.2% | |
| - 2407-Impound Facility | 40,849 | 21,116 | 19,733 | 51.7% | |
| - 3304-School Crossing Guards | 20,531 | 9,842 | 10,689 | 47.9% | |
| - 3601-Parking Administration | 23,678 | 16,303 | 7,375 | 68.9% | |
| - 3602-Parking Meter Maintenance | 6,665 | 3,271 | 3,394 | 49.1% | |
| - 3603-Parking Lots Plowing | 13,111 | 25,421 | (12,310) | 193.9% | Contracted services costs came in over budget/harder winter/usage up |

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|---|-------------|------------------|-------------|-----------------|--|
| - 3604-Parking Lots & Other | 6,915 | 4,885 | 2,030 | 70.6% | |
| E03-Emergency and Protective Services | 2,160,567 | 1,237,694 | 922,873 | 57.3% | |
| - 2001-911/Emergency Plan | 6,629 | 4,383 | 2,246 | 66.1% | |
| - 2301-Police Administration | 2,153,938 | 1,233,311 | 920,627 | 57.3% | |
| E03-Fire | 763,065 | 534,028 | 229,037 | 70.0% | |
| - 2101-Fire Administration | 419,192 | 284,263 | 134,929 | 67.8% | |
| - 2102-Volunteer Fire Brigade | 272,950 | 189,209 | 83,741 | 69.3% | |
| - 2103-Area Mutual Aid | 2,400 | 537 | 1,863 | 22.4% | |
| - 2105-Fire/Police Complex | 68,523 | 60,020 | 8,503 | 87.6% | Unanticipated bathroom exhaust repair needed / \$6K |
| E03-POA | 1,227,600 | 511,288 | 716,312 | 41.6% | |
| - 2403-Provincial Offences Act (POA) | 1,227,600 | 511,288 | 716,312 | 41.6% | 53% of annual budget / Reconciliation of Munic Partner payments Q4 |
| E04-Cemeteries | 185,659 | 126,483 | 59,176 | 68.1% | |
| - 5501-Cemetary | 28,637 | 8,488 | 20,149 | 29.6% | |
| - 5502-Hillcrest Cemetery | 48,403 | 24,465 | 23,938 | 50.5% | |
| - 5503-Hillcrest Interments | 9,211 | 5,477 | 3,734 | 59.5% | |
| - 5504-Hillcrest Perpetual Care | 51,930 | 64,190 | (12,260) | 123.6% | More part time wages incurred at this activity/allocation |
| - 5505-Sylvan Acres Cemetery | 18,442 | 3,574 | 14,868 | 19.4% | |
| - 5506-Sylvan Acres Interments | 13,183 | 6,594 | 6,589 | 50.0% | |
| - 5507-Sylvan Acres Perpetual Care | 15,853 | 13,694 | 2,159 | 86.4% | More part time wages incurred at this activity/allocation |
| E04-Health Unit | 184,462 | 138,326 | 46,136 | 75.0% | |
| - 5101-Health Unit | 184,462 | 138,326 | 46,136 | 75.0% | |
| E04-Land Ambulance | 9,243,469 | 6,279,808 | 2,963,661 | 67.9% | |
| - 5103-Land Ambulance Service-Area | 9,218,529 | 6,273,462 | 2,945,067 | 68.1% | |
| - 5104-Paramedicine | 24,940 | 6,346 | 18,594 | 25.4% | |
| E04-Town's Contribution Land Ambulance | 247,335 | 247,335 | (0) | 100.0% | |
| - 5102-Land Ambulance Serv-Town Share | 247,335 | 247,335 | (0) | 100.0% | |
| E05-Airport | 13,100 | 10,200 | 2,900 | 77.9% | |
| - 3801-Parry Sound Area Municipal Airport | 13,100 | 10,200 | 2,900 | 77.9% | |
| E05-Operations | 3,661,899 | 2,281,312 | 1,380,587 | 62.3% | |
| - 3001-Operations | 219,823 | 135,055 | 84,768 | 61.4% | |
| - 3101-PW | 578,523 | 217,078 | 361,445 | 37.5% | |
| - 3102-Works Warehouse | 112,923 | 79,546 | 33,377 | 70.4% | |

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|-------------------------------------|-------------|------------------|-------------|-----------------|--|
| - 3103-Sidewalk Repairs | 334,796 | 248,192 | 86,604 | 74.1% | |
| - 3104-Sidewalk Cleaning | 705 | - | 705 | 0.0% | |
| - 3106-Gravel Surface Maintenance | 46,634 | 32,710 | 13,924 | 70.1% | |
| - 3107-Asphalt Surface Maintenance | 152,479 | 67,047 | 85,432 | 44.0% | |
| - 3109-Road Construction | 1,326,522 | 992,090 | 334,432 | 74.8% | |
| - 3201-Bridge Maintenance | 181,593 | 98,695 | 82,898 | 54.3% | |
| - 3206-Trees On Right Of Way | 50,576 | 20,942 | 29,634 | 41.4% | |
| - 3207-Curb And Gutter Maintenance | 7,920 | 1,357 | 6,563 | 17.1% | |
| - 3305-Pavement Markings | 51,476 | 39,843 | 11,633 | 77.4% | |
| - 3306-Railway Crossing Signals | 40,000 | 21,894 | 18,106 | 54.7% | |
| - 3307-Guard Rails And Barricades | 21,588 | 1,571 | 20,017 | 7.3% | |
| - 3308-Traffic Control | - | 2,763 | (2,763) | N/A | |
| - 3401-Public Wharfs | 17,081 | 12,142 | 4,939 | 71.1% | |
| - 3404-Roadside Grass Cutting | 85,980 | 24,715 | 61,265 | 28.7% | |
| - 3406-Spring Street Sweeping | 92,787 | 57,434 | 35,353 | 61.9% | Sweeping complete, except for Friday morning downtown sweeps |
| - 3701-Traffic Signals | 81,380 | 56,194 | 25,186 | 69.1% | |
| - 3702-Traffic Signs | 10,211 | 15,329 | (5,118) | 150.1% | Increased requests for traffic signs |
| - 3703-Street Lights | 190,937 | 130,156 | 60,781 | 68.2% | |
| - 3704-Street Signs | 17,305 | 6,361 | 10,944 | 36.8% | |
| - 3901-Waterfront Facilities | 5,600 | 2,241 | 3,359 | 40.0% | |
| - 4109-Public Washroom/Seg & Gibson | 32,060 | 17,958 | 14,102 | 56.0% | |
| - 8205-Waterfront Deveop. Comm. | 3,000 | - | 3,000 | 0.0% | |
| E05-Winter Control | 781,621 | 699,719 | 81,902 | 89.5% | |
| - 3501-Sidewalk Snow Plowing | 41,209 | 37,335 | 3,874 | 90.6% | Increase due to changes to regulations |
| - 3502-Sidewalk Salt/Sand | 190,619 | 171,199 | 19,420 | 89.8% | |
| - 3506-Street Snow Plowing | 101,588 | 78,902 | 22,686 | 77.7% | |
| - 3507-Street Snow Removal | 238,922 | 245,166 | (6,244) | 102.6% | Hard winter |
| - 3508-Street Salt/Sand | 209,283 | 167,118 | 42,165 | 79.9% | Hard winter |
| E06-Storm Sewer | 412,140 | 238,257 | 173,883 | 57.8% | |
| - 3209-Culvert Maintenance | 71,959 | 57,531 | 14,428 | 79.9% | |
| - 3302-Ditch Maintenance | 26,077 | 19,520 | 6,557 | 74.9% | |
| - 4301-Storm Sewer Maintenance | 155,689 | 79,892 | 75,797 | 51.3% | |

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|--|-------------|------------------|-------------|-----------------|--|
| - 4302-Storm Sewer Construction | 4,298 | 2,618 | 1,680 | 60.9% | |
| - 4303-Catch Basin Maintenance | 154,117 | 78,696 | 75,421 | 51.1% | |
| E06-Waste Management | 966,252 | 671,351 | 294,901 | 69.5% | |
| - 4200-Waste Management Administration | 44,787 | 32,204 | 12,583 | 71.9% | |
| - 4201-Garbage Disposal | 727,250 | 505,323 | 221,927 | 69.5% | |
| - 4202-Garbage Collection | 194,215 | 133,825 | 60,390 | 68.9% | |
| E06-Wastewater | 2,915,165 | 1,945,784 | 969,381 | 66.7% | |
| - 4101-Wastewater | 2,541,153 | 1,625,137 | 916,016 | 64.0% | |
| - 4102-Sanitary Sewer Maintenance | 157,331 | 152,497 | 4,834 | 96.9% | |
| - 4110-Amortization of Wastewater Assets | 216,681 | 168,150 | 48,531 | 77.6% | |
| E06-Water | 2,253,596 | 1,342,098 | 911,498 | 59.6% | |
| - 4501-Water | 663,934 | 260,869 | 403,065 | 39.3% | |
| - 4503-Water Filling Station | 2,000 | 1,648 | 352 | 82.4% | |
| - 4504-Pumping Stations-All | 30,269 | 14,455 | 15,814 | 47.8% | |
| - 4505-Water Towers | 174,499 | 88,605 | 85,894 | 50.8% | |
| - 4506-General Equipment | 12,946 | 4,068 | 8,878 | 31.4% | |
| - 4507-Water Mains | 387,455 | 291,010 | 96,445 | 75.1% | |
| - 4508-Laterals And Services | 106,194 | 68,333 | 37,861 | 64.3% | |
| - 4509-Water Meters | 22,456 | 13,119 | 9,337 | 58.4% | |
| - 4701-Water Filtration Plant | 853,843 | 599,991 | 253,852 | 70.3% | |
| E07-Bobby Orr Community Centre | 752,808 | 505,972 | 246,836 | 67.2% | |
| - 7201-Administration | 72,877 | 44,952 | 27,925 | 61.7% | |
| - 7202-Building | 592,337 | 399,857 | 192,480 | 67.5% | |
| - 7203-Equipment | 45,080 | 21,825 | 23,255 | 48.4% | |
| - 7204-Hall | 42,514 | 39,329 | 3,185 | 92.5% | Hall labour costs up but, revenues 100% of annual budget ytd |
| - 7205-Arena Snack Bar | - | 9 | (9) | N/A | |
| E07-CW Stockey Ctr | 1,483,539 | 1,267,376 | 216,163 | 85.4% | |
| - 7500-Stockeyadm | 238,218 | 143,641 | 94,577 | 60.3% | |
| - 7501-SC Performhall | 320,499 | 415,764 | (95,265) | 129.7% | Perf Hall exp up \$95k/ Perf Hall revenues up \$76k |
| - 7502-SC Bohallfame | 239,676 | 176,370 | 63,306 | 73.6% | |
| - 7503-SC Boxoffice | 41,085 | 35,990 | 5,095 | 87.6% | |
| - 7504-SC Concessions | 85,468 | 49,536 | 35,932 | 58.0% | |

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|---------------------------------------|-------------|------------------|-------------|-----------------|---|
| - 7505-SC Marketing | 40,150 | 35,767 | 4,383 | 89.1% | |
| - 7506-SC Building | 415,743 | 324,485 | 91,258 | 78.0% | |
| - 7509-SC Inductioncerem | 18,000 | 19,408 | (1,408) | 107.8% | Complete for 2019 |
| - 7510-Golf Classic Tournament | 84,700 | 66,414 | 18,286 | 78.4% | |
| E07-Library | 197,160 | 197,160 | - | 100.0% | Annual Amount Paid |
| - 7301-Libraries | 197,160 | 197,160 | - | 100.0% | |
| E07-Museum | 31,800 | 31,800 | - | 100.0% | Annual Amount Paid |
| - 7401-Museum Committee | 31,800 | 31,800 | - | 100.0% | |
| E07-Parks and Rec | 1,051,143 | 642,986 | 408,157 | 61.2% | |
| - 7100-Recreation Admin(Rsi Contract) | 270,145 | 144,877 | 125,268 | 53.6% | |
| - 7101-Parks | 554,944 | 359,882 | 195,062 | 64.9% | |
| - 7105-Recreation Admin/Events | 200 | 197 | 3 | 98.5% | |
| - 7106-Skateboard Park | 2,816 | 2,079 | 737 | 73.8% | |
| - 7107-Community Development | 16,500 | 9,852 | 6,648 | 59.7% | |
| - 7109-Recreation Programs | 206,538 | 126,100 | 80,438 | 61.1% | |
| E07-Stockey Centre | 250,000 | - | 250,000 | 0.0% | |
| - 7511-Stockey Centre (Town Portion) | 250,000 | - | 250,000 | 0.0% | |
| E08-DSSAB | 320,861 | 240,645 | 80,216 | 75.0% | |
| - 6101-District Welfare | 176,474 | 148,212 | 28,262 | 84.0% | |
| - 6401-Child Care/Childrens Aid Soc | 22,460 | 24,164 | (1,704) | 107.6% | Distribution diff only / 3/4 on annual amount overall |
| - 8305-Social Housing | 121,927 | 68,270 | 53,657 | 56.0% | |
| E08-Home for the Aged | 135,035 | 135,035 | - | 100.0% | Annual Contribution Paid |
| - 6201-Home For The Aged | 135,035 | 135,035 | - | 100.0% | |
| E08-Seniors Assistance | 5,000 | 5,000 | - | 100.0% | Annual Contribution Paid |
| - 6202-Senior Citizens | 5,000 | 5,000 | - | 100.0% | |
| E09-Development | 518,114 | 243,954 | 274,160 | 47.1% | |
| - 8204-Economic Development | 274,886 | 97,266 | 177,620 | 35.4% | |
| - Corporate-to be assigned | 104,467 | 25,796 | 78,671 | 24.7% | |
| - Development | 138,761 | 60,820 | 77,941 | 43.8% | |
| E09-Planning | 251,626 | 153,063 | 98,563 | 60.8% | |
| - 8101-Planning Department | 231,668 | 144,004 | 87,664 | 62.2% | |
| - 8102-Committee Of Adjustment | 5,160 | 453 | 4,707 | 8.8% | |

Attachment #1 - Schedule A

Town of Parry Sound

Operating Expenses by Functional Service Area

Reporting Period: January 1, 2019 To September 30, 2019 (9 Months)

| Expenses | 2019 Budget | 2019 YTD Actuals | \$ Variance | % of Budget YTD | Staff Comments |
|----------------------------|-------------------|-------------------|-------------------|-----------------|--------------------------|
| - 8220-Smelter Wharf | 14,798 | 8,605 | 6,193 | 58.2% | |
| E09-Planning Board | 7,000 | 7,000 | - | 100.0% | Annual Contribution Paid |
| - 8103-Area Planning Board | 7,000 | 7,000 | - | 100.0% | |
| Total Expenses | 33,135,828 | 21,694,182 | 11,441,646 | 65.5% | |
| Less Amortization | 5,093,922 | 3,934,841 | | | |
| Total Expenses | 28,041,906 | 17,759,341 | 10,282,565 | 63.3% | |

*Contributions to Reserves, Tax Payments to School Boards, and Capital Expenditures are not included in these costs.

Attachment #2 - Schedule B

Town of Parry Sound

Capital Expenditures - Actual vs Budget

| Departmental Capital Projects | 2018 Carried Forward | Budget | 2019 | | Budget Remaining | Complete | Staff Comments |
|--|----------------------|---------|--------------|------------|------------------|---|----------------|
| | | | Total Budget | YTD Actual | | | |
| E01-Mayor and Council | | | | | | | |
| 1101-Council Administration | | | | | | | |
| 30001 - Council meeting devices | 11,700 | 0 | 11,700 | 4,442 | 7,258 | Ongoing | |
| Total: 1101-Council Administration | 11,700 | 0 | 11,700 | 4,442 | 7,258 | | |
| Total: E01-Mayor and Council | 11,700 | 0 | 11,700 | 4,442 | 7,258 | | |
| E02-Finance | | | | | | | |
| 1201-Financial Services | | | | | | | |
| 30008 - Renovation of Front Reception Area | 30,000 | 30,000 | 60,000 | 0 | 60,000 | Staff Project Group have provided input into a final design/internal staff review for comments underway Approved by resolution in 2018 | |
| 30009 - Budgeting Software | 0 | 0 | 0 | 29,358 | (29,358) | | |
| Total: 1201-Financial Services | 30,000 | 30,000 | 60,000 | 29,358 | 0 | | |
| Total: E02-Finance | 30,000 | 30,000 | 60,000 | 29,358 | 0 | | |
| E02-Information Technology | | | | | | | |
| 1302-Information Technology (IT) | | | | | | | |
| 30000 - Laptop and Desktop Replacement | 0 | 24,000 | 24,000 | 18,937 | 5,063 | Well underway | |
| 30005 - Water Treatment Plant Telephone | 7,000 | 0 | 7,000 | 808 | 6,192 | Ongoing | |
| 30006 - Wastewater Treatment Plant | 7,000 | 0 | 7,000 | 840 | 6,160 | Ongoing | |
| 30007 - Ops Yard Telephone System | 7,000 | 0 | 7,000 | 0 | 7,000 | Ongoing | |
| 30013 - Replace Wireless Networking | 0 | 6,000 | 6,000 | 0 | 6,000 | | |
| Total: 1302-Information Technology (IT) | 21,000 | 30,000 | 51,000 | 20,585 | 30,415 | | |
| Total: E02-Information Technology | 21,000 | 30,000 | 51,000 | 20,585 | 30,415 | | |
| E02-Office of the Chief Administrative Officer | | | | | | | |
| 1202-Municipal Building | | | | | | | |
| 30012 - Stucco exterior | 0 | 15,000 | 15,000 | 0 | 15,000 | Ongoing | |
| 10004 - WWTP Windows in Admn | 20,000 | 0 | 20,000 | 0 | 20,000 | Quotes being received | |
| Total: 1202-Municipal Building | 20,000 | 15,000 | 35,000 | 0 | 35,000 | | |
| Total: E02-Office of the Chief Administrative | 20,000 | 15,000 | 35,000 | 0 | 35,000 | | |
| E03-By-law | | | | | | | |
| 2404-By-Law Enforcement | | | | | | | |
| 40004 - Replace By-law vehicle | 37,900 | 7,100 | 45,000 | 29,092 | 15,908 | | |
| Total: 2404-By-Law Enforcement | 37,900 | 7,100 | 45,000 | 29,092 | 15,908 | | |
| Total: E03-By-law | 37,900 | 7,100 | 45,000 | 29,092 | 15,908 | | |
| E03-Fire | | | | | | | |
| 2101-Fire Administration | | | | | | | |
| 40005 - Fire Vehicle Pumper Rescue | 0 | 575,000 | 575,000 | 556,342 | 18,658 | | |
| 40006 - Fire Department Pick up truck FPO | 0 | 65,000 | 65,000 | 58,379 | 6,621 | | |
| Total: 2101-Fire Administration | 0 | 640,000 | 640,000 | 614,721 | 25,279 | | |
| 2102-Volunteer Fire Brigade | | | | | | | |
| 40000 - Firefighters Pooled' Gear | 0 | 35,000 | 35,000 | 13,484 | 21,516 | | |
| 40001 - Firefighters' PPE | 0 | 12,500 | 12,500 | 3,205 | 0 | | |
| Total: 2102-Volunteer Fire Brigade | 0 | 47,500 | 47,500 | 16,688 | 21,516 | | |
| Total: E03-Fire | 0 | 687,500 | 687,500 | 631,409 | 56,091 | | |
| E04-Cemeteries | | | | | | | |
| 5501-Cemetery | | | | | | | |
| 60035 - Cemetery (08-090) | 0 | 64,300 | 64,300 | 0 | 64,300 | Ordered | |
| Total: 5501-Cemetery | 0 | 64,300 | 64,300 | 0 | 64,300 | | |
| 5502-Hillcrest Cemetery | | | | | | | |
| 60036 - Hillcrest Mower (07-620) | 0 | 18,000 | 18,000 | 16,304 | 1,696 | √ Complete | |
| Total: 5502-Hillcrest Cemetery | 0 | 18,000 | 18,000 | 16,304 | 1,696 | | |
| Total: E04-Cemeteries | 0 | 82,300 | 82,300 | 16,304 | 65,996 | | |
| E04-Land Ambulance | | | | | | | |
| 5103-Land Ambulance Service-Area | | | | | | | |
| 50000 - Auto Pulse Machines | 0 | 0 | 0 | 5,347 | (5,347) | | |
| 50001 - PRU 5321 | 76,000 | 0 | 76,000 | 63,796 | 12,204 | | |
| 50005 - Ambulance 5224 | 0 | 125,000 | 125,000 | 129,291 | (4,291) | √ Complete | |
| 50006 - Ambulance 5225 | 0 | 125,000 | 125,000 | 129,291 | (4,291) | √ Complete | |
| 50007 - In vehicle Computers | 0 | 90,000 | 90,000 | 0 | 90,000 | | |
| 50008 - Paramedics Floater Suits | 0 | 60,000 | 60,000 | 48,855 | 11,145 | | |
| 50009 - Ambulance 5226 | 0 | 125,000 | 125,000 | 129,291 | (4,291) | √ Complete | |
| Total: 5103-Land Ambulance Service-Area | 76,000 | 525,000 | 601,000 | 505,873 | 95,127 | | |
| Total: E04-Land Ambulance | 76,000 | 525,000 | 601,000 | 505,873 | 95,127 | | |

Attachment #2 - Schedule B

Town of Parry Sound

Capital Expenditures - Actual vs Budget

| Departmental Capital Projects | 2018 Carried Forward | Budget | 2019 | | Budget Remaining | Complete | Staff Comments |
|---|----------------------|-----------|--------------|------------|------------------|----------|---|
| | | | Total Budget | YTD Actual | | | |
| E05-Operations | | | | | | | |
| 3001-Operations | | | | | | | |
| 60025 - Champagne Street Boat ramp Docks | 0 | 70,000 | 70,000 | 65,584 | 4,416 | ✓ | Complete |
| 60027 - Shop Garage Doors replacement | 0 | 30,000 | 30,000 | 26,021 | 3,979 | ✓ | Complete |
| 60037 - Public Works Loader (07-820) | 0 | 164,658 | 164,658 | 164,658 | 0 | ✓ | Complete |
| Total: 3001-Operations | 0 | 264,658 | 264,658 | 256,263 | 8,395 | | |
| 3101-PW | | | | | | | |
| 60023 - Fitness Trail renovations | 0 | 50,000 | 50,000 | 0 | 50,000 | | Defer to 2020 |
| 60024 - Waubuno Beach Bridge removal | 0 | 0 | 0 | 14,846 | (14,846) | ✓ | Complete |
| 60026 - Retaining wall replacements | 0 | 150,000 | 150,000 | 101,157 | 48,843 | | Almost complete |
| 60031 - Heavy Equipment Scanner | 0 | 12,000 | 12,000 | 9,657 | 2,343 | ✓ | Complete |
| 60032 - Bowes Street Storm Repair | 0 | 100,000 | 100,000 | 99,531 | 469 | ✓ | Complete |
| 60033 - Manhole repairs | 0 | 50,000 | 50,000 | 0 | 50,000 | | Defer to 2020 |
| 60039 - Paving | 0 | 438,789 | 438,789 | 437,970 | 819 | | Ongoing |
| Total: 3101-PW | 0 | 800,789 | 800,789 | 663,160 | 137,629 | | |
| 3109-Road Construction | | | | | | | |
| 60020 - Isabella Realignment | 1,380,272 | 0 | 1,380,272 | 2,055,096 | (674,824) | | Almost complete, This was expected to come in at \$1,989,504 without engineering expenses as of the March 19, 2019 Tender award |
| 60021 - Waubeek St Reconstruction | 7,224,960 | 0 | 7,224,960 | 4,168,295 | 3,056,665 | | To be completed in 2020 |
| 60022 - Servicing - Macklaim St/Denis Drive | 0 | 905,599 | 905,599 | 1,218,766 | (313,167) | ✓ | Complete |
| Total: 3109-Road Construction | 8,605,232 | 905,599 | 9,510,831 | 7,442,156 | 2,068,675 | | |
| 3308-Traffic Control | | | | | | | |
| 60009 - Traffic Light control system | 0 | 60,000 | 60,000 | 41,280 | 18,720 | ✓ | Complete |
| Total: 3308-Traffic Control | 0 | 60,000 | 60,000 | 41,280 | 18,720 | | |
| 8205-Waterfront Deveop. Comm. | | | | | | | |
| 80001 - Town Dock - Lights & Electrical | 40,000 | 0 | 40,000 | 0 | 40,000 | | |
| 80002 - Town Dock - Roof | 0 | 12,000 | 12,000 | 0 | 12,000 | | |
| 80004 - Big Sound Marina - Floating | 0 | 1,150,000 | 1,150,000 | 0 | 1,150,000 | | |
| 80007 - Big Sound Marina - Divestiture | 5,000,000 | 0 | 5,000,000 | 23,504 | 4,976,496 | | |
| Total: 8205-Waterfront Deveop. Comm. | 5,040,000 | 1,162,000 | 6,202,000 | 23,504 | 1,202,000 | | |
| Total: E05-Operations | 13,645,232 | 3,193,046 | 16,838,278 | 8,426,364 | 3,435,418 | | |
| E06-Storm Sewer | | | | | | | |
| 3209-Culvert Maintenance | | | | | | | |
| 60018 - Culvert Lining - Parry Sound Dr | 0 | 115,342 | 115,342 | 0 | 115,342 | | Defer to 2020 |
| 60041 - Culvert Replacements | 0 | 0 | 0 | 63,064 | (63,064) | | Ongoing |
| Total: 3209-Culvert Maintenance | 0 | 115,342 | 115,342 | 63,064 | 52,278 | | |
| 4301-Storm Sewer Maintenance | | | | | | | |
| 60019 - Storm Sewer - Meadow St | 0 | 0 | 0 | 143,335 | (143,335) | ✓ | Complete |
| Total: 4301-Storm Sewer Maintenance | 0 | 0 | 0 | 143,335 | 0 | | |
| Total: E06-Storm Sewer | 0 | 115,342 | 115,342 | 206,399 | 52,278 | | |
| E06-Waste Management | | | | | | | |
| 4201-Garbage Disposal | | | | | | | |
| 60014 - Transfer Station Compactors | 250,000 | 0 | 250,000 | 174,496 | 75,504 | | Ongoing |
| Total: 4201-Garbage Disposal | 250,000 | 0 | 250,000 | 174,496 | 75,504 | | |
| Total: E06-Waste Management | 250,000 | 0 | 250,000 | 174,496 | 75,504 | | |
| E06-Wastewater | | | | | | | |
| 4101-Wastewater | | | | | | | |
| 10005 - SPS Alarm Upgrades | 0 | 90,000 | 90,000 | 67,578 | 22,422 | | 95% complete |
| 10006 - Ditch Witch Vacuum Trailer | 0 | 75,000 | 75,000 | 5,822 | 69,178 | | Will not be purchased due to increased cost, to reallocate to another project, LPF on Parry Sound Drive |
| Total: 4101-Wastewater | 0 | 165,000 | 165,000 | 73,400 | 91,600 | | |
| Total: E06-Wastewater | 0 | 165,000 | 165,000 | 73,400 | 91,600 | | |
| E06-Water | | | | | | | |
| 4501-Water | | | | | | | |
| 70015 - Dechlorination ORP System | 0 | 10,000 | 10,000 | 0 | 10,000 | | Ongoing |
| Total: 4501-Water | 0 | 10,000 | 10,000 | 0 | 10,000 | | |
| 4504-Pumping Stations-All | | | | | | | |
| 10001 - SPS #10 Wet Well | 20,000 | 0 | 20,000 | 6,331 | 13,669 | ✓ | Complete |
| 10002 - SPS #3 Upgrade | 100,000 | 500,000 | 600,000 | 66,981 | 533,019 | | Carryover to 2020 |
| 10003 - SPS #9 Upgrade | 300,000 | 0 | 300,000 | 267,088 | 32,912 | | To be completed in 2019 |
| 10007 - SPS #6 | 0 | 0 | 0 | 19,920 | (19,920) | ✓ | Complete |
| 10008 - SPS #5 | 15,000 | 0 | 15,000 | 11,396 | 3,604 | | On hold, budget for mixer for SPS 5 |
| 10009 - SPS #8 | 0 | 0 | 0 | 6,144 | (6,144) | ✓ | Complete |
| 10010 - SPS #11 | 0 | 0 | 0 | 3,072 | (3,072) | ✓ | Complete |
| Total: 4504-Pumping Stations-All | 435,000 | 500,000 | 935,000 | 380,932 | 559,679 | | |
| 4509-Water Meters | | | | | | | |
| 70000 - Water Meters | 0 | 15,000 | 15,000 | 30,408 | (15,408) | | Ongoing |
| Total: 4509-Water Meters | 0 | 15,000 | 15,000 | 30,408 | (15,408) | | |

Attachment #2 - Schedule B

Town of Parry Sound

Capital Expenditures - Actual vs Budget

| Departmental Capital Projects | 2018 Carried Forward | Budget | 2019 | | YTD Actual | Budget Remaining | v | Complete | Staff Comments |
|---|----------------------|------------------|-------------------|--------------------|------------------|------------------|---|--|----------------|
| | | | Total Budget | | | | | | |
| 4701-Water Filtration Plant | | | | | | | | | |
| 70001 - WTP SCADA | 100,000 | 0 | 100,000 | 85,382 | 14,618 | | | Ongoing | |
| 70002 - Rotork Actuators | 25,000 | 30,000 | 55,000 | 22,671 | 32,329 | | | Ongoing | |
| 70003 - Cla-Val Replacement | 25,000 | 0 | 25,000 | 0 | 25,000 | | | Ongoing | |
| 70005 -WTP HVAC | 30,000 | 0 | 30,000 | 0 | 30,000 | | | Defer to 2020 | |
| 70006 -Ejectors | 30,000 | 0 | 30,000 | 16,524 | 13,476 | | | Ongoing | |
| Total: 4701-Water Filtration Plant | 210,000 | 30,000 | 240,000 | 124,576 | 101,947 | | | | |
| Total: E06-Water | 645,000 | 555,000 | 1,200,000 | 535,917 | 656,218 | | | | |
| E07-Bobby Orr Community Centre | | | | | | | | | |
| 7202-Building | | | | | | | | | |
| 20004 - BOCC - Ice Pad Refrigeration | 1,126,400 | 50,000 | 1,176,400 | 860,436 | 315,964 | v | | Complete | |
| 20016 - Tables and Chairs | 0 | 16,750 | 16,750 | 0 | 16,750 | | | | |
| 20017 - LED Light Conversion | 0 | 5,000 | 5,000 | 0 | 5,000 | | | Carryover to 2020 | |
| 20019 - BOCC Boiler | 0 | 16,000 | 16,000 | 13,800 | 2,200 | v | | Complete | |
| Total: 7202-Building | 1,126,400 | 87,750 | 1,214,150 | 874,236 | 339,914 | | | | |
| 7203-Equipment | | | | | | | | | |
| 20012 - Power Sanitizer - BOCC | 0 | 7,000 | 7,000 | 0 | 7,000 | | | Complete - waiting for invoice | |
| 20018 - Laser Level for Olympia | 0 | 5,000 | 5,000 | 0 | 5,000 | | | Carry over to 2020 - quote much higher than budget | |
| Total: 7203-Equipment | 0 | 12,000 | 12,000 | 0 | 12,000 | | | | |
| Total: E07-Bobby Orr Community Centre | 1,126,400 | 99,750 | 1,226,150 | 874,236 | 351,914 | | | | |
| E07-CW Stockey Ctr | | | | | | | | | |
| 7500-Stockeyadm | | | | | | | | | |
| 90010 - SC Hot Water Tanks | 0 | 5,500 | 5,500 | 0 | 5,500 | | | Carryover to 2020 / possibly | |
| 90011 - Chair Units - Perf. Hall | 0 | 5,000 | 5,000 | 0 | 5,000 | | | Ongoing | |
| 90012 - SC Parking Lot Lamp - Replacement | 0 | 6,000 | 6,000 | 5,030 | 970 | v | | Complete | |
| 90013 - Loading Bay Area Upgrades | 0 | 6,000 | 6,000 | 0 | 6,000 | | | Ongoing | |
| 90014 - Washroom Renovation Design Fee | 0 | 5,000 | 5,000 | 3,224 | 1,776 | | | Started, waiting on design from FAD | |
| 90015 - Ticket Printers | 0 | 4,000 | 4,000 | 3,550 | 450 | | | Complete | |
| 90016 - Performance Hall Lighting Consult Fee | 0 | 5,000 | 5,000 | 0 | 5,000 | | | Done/No expenses incurred | |
| Total: 7500-Stockeyadm | 0 | 36,500 | 36,500 | 11,804 | 24,696 | | | | |
| 7501-SC Performhall | | | | | | | | | |
| 90000 - Stockey Centre Roof & Hardy Board | 1,411,050 | 5,000 | 1,416,050 | 0 | 1,416,050 | | | Under Inspection/Remediation | |
| Total: 7501-SC Performhall | 1,411,050 | 5,000 | 1,416,050 | 0 | 1,416,050 | | | | |
| 7502-SC Bohallfame | | | | | | | | | |
| 90008 - BOHF Archive Storage Room System | 0 | 12,000 | 12,000 | 3,691 | 8,309 | | | | |
| Total: 7502-SC Bohallfame | 0 | 12,000 | 12,000 | 3,691 | 8,309 | | | | |
| 7503-SC Boxoffice | | | | | | | | | |
| 90003 - Box Office/Gift Shop | 5,000 | 50,000 | 55,000 | 53,154 | 1,846 | | | | |
| Total: 7503-SC Boxoffice | 5,000 | 50,000 | 55,000 | 53,154 | 1,846 | | | | |
| Total: E07-CW Stickey Ctr | 1,416,050 | 103,500 | 1,519,550 | 68,650 | 1,450,901 | | | | |
| E07-Parks and Rec | | | | | | | | | |
| 7101-Parks | | | | | | | | | |
| 20000 - Skate Park Resurfacing and Expansion | 20,000 | 10,000 | 30,000 | 0 | 30,000 | | | On hold - per October 15th Council resolution/ Defer to 2020 | |
| 20002 - Mission Park Playground Equip | 32,000 | 0 | 32,000 | 0 | 32,000 | | | Defer to 2020 | |
| 20003 - Dog Park Lighting | 2,000 | 0 | 2,000 | 1,871 | 129 | v | | Complete | |
| 20005 - Tennis Courts Lighting | 3,000 | 0 | 3,000 | 3,364 | (364) | v | | Complete | |
| 20008 - IRU Replacement @ Kinsmen | 0 | 10,000 | 10,000 | 0 | 10,000 | | | Will be complete prior to years end | |
| 20009 - Tower Hill Cabin - Interior Restoration | 0 | 18,000 | 18,000 | 0 | 18,000 | | | Defer to 2020 | |
| 20011 - Tower Hill - Rock Path Restoration | 0 | 10,000 | 10,000 | 0 | 10,000 | | | Defer to 2020 | |
| 20013 - Parks 1/2 Ton | 0 | 35,000 | 35,000 | 0 | 35,000 | | | Truck from P/W to be transferred to Parks | |
| 20014 - Parks Mower (07-910) | 0 | 19,000 | 19,000 | 20,751 | (1,751) | v | | Complete | |
| Total: 7101-Parks | 57,000 | 102,000 | 159,000 | 25,986 | 133,014 | | | | |
| 7109-Recreation Programs | | | | | | | | | |
| Total: 7109-Recreation Programs | 0 | 0 | 0 | 0 | 0 | | | | |
| Total: E07-Parks and Rec | 57,000 | 102,000 | 159,000 | 25,986 | 133,014 | | | | |
| Downtown Improvement Area | | | | | | | | | |
| 60040 - Downtown Beautification | 0 | 8,000 | 8,000 | 4,503 | 3,497 | | | | |
| Total: Downtown Beautification | 0 | 8,000 | 8,000 | 4,503 | 3,497 | | | | |
| Total: Downtown Improvement Area | 0 | 8,000 | 8,000 | 4,503 | 3,497 | | | | |
| Total Expenses | 17,336,282 | 5,718,538 | 23,054,820 | 11,627,012 | 6,564,534 | 50.4% | | | |
| | | | | Previous Yr | 7,692,156 | | | | |
| | | | | Current Yr | 3,934,855 | | | | |

9.4.1c ATT#3

System: 2019-11-04 12:00:47 PM

User Date: 2019-11-04

Town of Parry Sound

DETAILED TRIAL BALANCE FOR 2019

General Ledger

Page: 1

User ID: sphillips

Ranges: From: To:

Date 2019-01-01 2019-09-30

Account 01-1103-05620-01583 01-1103-05635-01583

Sorted By: Fund

Subtotal By: No Subtotals

Include: Posting, Unit

^ Inactive Account

| Account | Beginning Balance | Description | Reference | | | | |
|--------------------------------|-------------------|---|----------------|------------|---------|--------------------------------|----------------|
| Trx Date | Jrnl No. | Source Doc | Audit Code | Debit | Credit | Net Change | Ending Balance |
| Vendor Name | | | Vendor ID | | | | |
| ----- | | | | | | | |
| 01-1103-05620-01583 | | Clr Horne - Professional Development and Meetings | | | | | |
| | | | \$0.00 | | | | |
| 2019-03-11 | 91,448 | PMTRX | GLTRX0005721 | \$798.82 | | RJ - Councillor Registration | |
| AMO | | | AMO | | | | |
| 2019-08-18 | 95,566 | PMTRX | GLTRX0005978 | \$31.75 | | BH -Delta Lift Restaurant | |
| RESTAURANT PURCHASE VISA | | | RESTAURANTPURC | | | | |
| 2019-08-21 | 95,147 | PMTRX | GLTRX0005947 | \$829.70 | | RJ - Delta, 4 nights Clr Horne | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |
| 2019-08-21 | 95,567 | PMTRX | GLTRX0005978 | \$71.23 | | BH - parking at Delta hotel | |
| PARKING PURCHASED ON VISA | | | PARKING | | | | |
| 2019-08-29 | 94,746 | PMTRX | GLTRX0005922 | \$352.11 | | AMO Conference | |
| BRAD HORNE | | | B.HORNE | | | | |
| Totals: | | | | \$2,083.61 | \$0.00 | \$2,083.61 | \$2,083.61 |
| ----- | | | | | | | |
| 01-1103-05621-01583 | | Clr Burden - Professional Development and Meetin | | | | | |
| | | | \$0.00 | | | | |
| 2019-03-11 | 91,448 | PMTRX | GLTRX0005721 | \$798.82 | | RJ - Councillor Registration | |
| AMO | | | AMO | | | | |
| 2019-03-11 | 91,450 | PMTRX | GLTRX0005721 | \$195.79 | | RJ - Delta August 17 (Burden) | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |
| 2019-04-11 | 91,953 | PMTRX | GLTRX0005748 | \$30.00 | | DPSMA 2019 Spring Meeting | |
| DISTRICT PARRY SOUND MUNICIPAL | | | DISTPSMUNPASSS | | | | |
| 2019-08-18 | 95,566 | PMTRX | GLTRX0005978 | \$31.75 | | BH -Delta Lift Restaurant | |
| RESTAURANT PURCHASE VISA | | | RESTAURANTPURC | | | | |
| 2019-08-19 | 95,560 | PMTRX | GLTRX0005978 | \$86.70 | | RB - Keg | |
| RESTAURANT PURCHASE VISA | | | RESTAURANTPURC | | | | |
| 2019-08-20 | 95,559 | PMTRX | GLTRX0005978 | \$100.73 | | RB-AMO conference-Baton Rouge | |
| RESTAURANT PURCHASE VISA | | | RESTAURANTPURC | | | | |
| 2019-08-21 | 95,148 | PMTRX | GLTRX0005947 | \$587.35 | | RJ - Delta, 4 nights Clr Burde | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |
| 2019-08-21 | 95,561 | PMTRX | GLTRX0005978 | \$63.03 | | RB - AMO conference-hotel | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |
| 2019-08-30 | 94,778 | CRREC | GLTRX0005924 | | \$92.89 | August 30 2019 TOPS | |
| August 30 2019 TOPS | | | | | | | |
| 2019-09-05 | 94,802 | PMTRX | GLTRX0005927 | \$36.20 | | AMO Conference expenses | |
| ROGER D. BURDEN | | | ROGER BURDEN | | | | |
| Totals: | | | | \$1,930.37 | \$92.89 | \$1,837.48 | \$1,837.48 |
| ----- | | | | | | | |
| 01-1103-05628-01583 | | Clr Borneman Professional Development & Meetings | | | | | |
| | | | \$0.00 | | | | |
| 2019-04-11 | 91,953 | PMTRX | GLTRX0005748 | \$30.00 | | DPSMA 2019 Spring Meeting | |
| DISTRICT PARRY SOUND MUNICIPAL | | | DISTPSMUNPASSS | | | | |
| 2019-09-26 | 95,249 | PMTRX | GLTRX0005955 | \$30.00 | | DPSMA 2019 Fall mtg | |
| DISTRICT PARRY SOUND MUNICIPAL | | | DISTPSMUNPASSS | | | | |
| Totals: | | | | \$60.00 | \$0.00 | \$60.00 | \$60.00 |
| ----- | | | | | | | |
| 01-1103-05634-01583 | | Clr Backman - Professional Development & Meetings | | | | | |
| | | | \$0.00 | | | | |
| 2019-01-09 | 91,446 | PMTRX | GLTRX0005721 | \$195.79 | | RJ - Delta August 18 | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |
| 2019-03-08 | 91,426 | PMTRX | GLTRX0005721 | \$50.00 | | CH - Backman Hotel Mar 8 | |
| HOTELS PAID FOR BY VISA | | | HOTELS | | | | |

| Account | | Beginning Balance | | Description | Reference | | | |
|--------------------------------|----------|-------------------|--------------|-------------|------------|--|----------------|--|
| Trx Date | Jrnl No. | Source Doc | Audit Code | Debit | Credit | Net Change | Ending Balance | |
| 2019-03-08 | 91,886 | PMTRX | GLTRX0005743 | \$80.91 | | CH - Best Western March 9 | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-03-09 | 91,427 | PMTRX | GLTRX0005721 | \$89.41 | | CH - Backman Hotel Mar 8 | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-03-09 | 91,885 | PMVVR | GLTRX0005743 | | \$89.41 | Void Open Trx | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-03-11 | 91,448 | PMTRX | GLTRX0005721 | \$798.82 | | RJ - Councillor Registration | | |
| AMO | | | | | | | | |
| 2019-03-14 | 91,243 | PMTRX | GLTRX0005708 | \$166.14 | | Conference March 8 - 9 | | |
| VANESSA BACKMAN | | | | | | | | |
| 2019-04-11 | 91,953 | PMTRX | GLTRX0005748 | \$30.00 | | DPSMA 2019 Spring Meeting | | |
| DISTRICT PARRY SOUND MUNICIPAL | | | | | | | | |
| 2019-04-15 | 92,526 | PMTRX | GLTRX0005774 | \$381.60 | | RJ - Full delegate pkg, V Back | | |
| FONOM | | | | | | | | |
| 2019-04-16 | 93,944 | PMTRX | GLTRX0005867 | \$507.78 | | RJ - Vanessa OSUM Conference | | |
| REGISTRATION PD BY VISA | | | | | | | | |
| 2019-05-02 | 92,545 | PMTRX | GLTRX0005775 | \$82.85 | | DPSMA Meeting, South River | | |
| VANESSA BACKMAN | | | | | | | | |
| 2019-05-03 | 93,945 | PMTRX | GLTRX0005867 | \$323.60 | | RJ - Holiday Inn, Pembroke | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-05-09 | 92,642 | PMTRX | GLTRX0005784 | \$278.97 | | OSUM Conference | | |
| VANESSA BACKMAN | | | | | | | | |
| 2019-05-09 | 92,642 | PMTRX | GLTRX0005784 | \$484.38 | | 2019 Land Use Planning | | |
| ASSOC. OF MUN. OF ONTARIO | | | | | | | | |
| 2019-05-10 | 93,946 | PMTRX | GLTRX0005867 | \$294.20 | | RJ - Holiday Inn, Sudbury (VB) | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-08-18 | 95,566 | PMTRX | GLTRX0005978 | \$31.75 | | BH -Delta Lift Restaurant | | |
| RESTAURANT PURCHASE VISA | | | | | | | | |
| 2019-08-19 | 95,578 | PMTRX | GLTRX0005978 | \$9.61 | | VB - Blue line taxi -AMO | | |
| Bus & cab fares pd on corp Vis | | | | | | | | |
| 2019-08-21 | 95,146 | PMTRX | GLTRX0005947 | \$587.35 | | RJ - Delta, 4 nights Clr Backm | | |
| HOTELS PAID FOR BY VISA | | | | | | | | |
| 2019-08-21 | 95,567 | PMTRX | GLTRX0005978 | \$71.23 | | BH - parking at Delta hotel | | |
| PARKING PURCHASED ON VISA | | | | | | | | |
| 2019-08-28 | 95,577 | PMTRX | GLTRX0005978 | \$79.70 | | VB - AMO-Lowertown Brewery | | |
| RESTAURANT PURCHASE VISA | | | | | | | | |
| 2019-09-26 | 95,249 | PMTRX | GLTRX0005955 | \$30.00 | | DPSMA 2019 Fall mtg | | |
| DISTRICT PARRY SOUND MUNICIPAL | | | | | | | | |
| Totals: | | | | \$4,574.09 | \$89.41 | \$4,484.68 | \$4,484.68 | |
| 01-1103-05635-01583 | | | | | | Clr McCann - Professional Development & Meetings | | |
| | | | | \$0.00 | | | | |
| 2019-04-11 | 91,953 | PMTRX | GLTRX0005748 | \$30.00 | | DPSMA 2019 Spring Meeting | | |
| DISTRICT PARRY SOUND MUNICIPAL | | | | | | | | |
| 2019-09-26 | 95,249 | PMTRX | GLTRX0005955 | \$30.00 | | DPSMA 2019 Fall mtg | | |
| DISTRICT PARRY SOUND MUNICIPAL | | | | | | | | |
| Totals: | | | | \$60.00 | \$0.00 | \$60.00 | \$60.00 | |
| Grand Totals: | | | | \$0.00 | \$8,708.07 | \$182.30 | \$8,525.77 | |
| Total Accounts: | | | | 5 | | | | |

System: 2019-11-04 12:02:12 PM
User Date: 2019-11-04

Town of Parry Sound
DETAILED TRIAL BALANCE FOR 2019
General Ledger

Page: 1
User ID: sphillips

Ranges: From: To:
Date 2019-01-01 2019-09-30
Account 01-1102-00000-01512 01-1102-00000-01583

Sorted By: Fund Subtotal By: No Subtotals
Include: Posting, Unit

^ Inactive Account

| Account | | | | Beginning Balance | | Description | Reference | | |
|---------------------|----------|------------|--------------|-------------------|---------------------------|-------------|--------------------------------|----------------|--|
| Trx Date | Jrnl No. | Source Doc | Audit Code | | Debit | Credit | Net Change | Ending Balance | |
| Vendor Name | | | Vendor ID | | | | | | |
| 01-1102-00000-01512 | | | | | Telephone/Blackberry | | | | |
| | | | | \$0.00 | | | | | |
| 2019-01-10 | 90,050 | PMTRX | GLTRX0005640 | | \$36.19 | | Payables Trx Entry | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-02-21 | 90,837 | PMTRX | GLTRX0005688 | | \$52.77 | | 503844198 Feb 19 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-03-14 | 91,243 | PMTRX | GLTRX0005708 | | \$54.26 | | Cell Phones March 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-04-11 | 91,953 | PMTRX | GLTRX0005748 | | \$51.95 | | Cell phones April 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-05-16 | 92,814 | PMTRX | GLTRX0005800 | | \$57.09 | | Cell phones May 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-06-20 | 93,561 | PMTRX | GLTRX0005846 | | \$55.46 | | Cell phones June 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-07-18 | 94,071 | PMTRX | GLTRX0005875 | | \$55.18 | | July cell phones | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-08-15 | 94,476 | PMTRX | GLTRX0005906 | | \$55.79 | | Cell phones Aug 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| 2019-09-12 | 94,884 | PMTRX | GLTRX0005931 | | \$56.49 | | Cell phones Sep 2019 | | |
| BELL MOBILITY | | | BELLMOBILITY | | | | | | |
| Totals: | | | | | \$475.18 | \$0.00 | \$475.18 | \$475.18 | |
| 01-1102-00000-01542 | | | | | Mileage and car allowance | | | | |
| | | | | \$0.00 | | | | | |
| 2019-01-11 | 90,027 | CPY | GLTRX0005638 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-02-08 | 90,358 | CPY | GLTRX0005668 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-03-08 | 91,013 | CPY | GLTRX0005701 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-04-05 | 91,784 | CPY | GLTRX0005736 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-05-03 | 92,472 | CPY | GLTRX0005771 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-06-14 | 93,363 | CPY | GLTRX0005832 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-07-12 | 93,911 | CPY | GLTRX0005864 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-08-09 | 94,406 | CPY | GLTRX0005900 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| 2019-09-06 | 94,788 | CPY | GLTRX0005925 | | \$100.00 | | Canadian Payroll Summary Batch | | |
| Totals: | | | | | \$900.00 | \$0.00 | \$900.00 | \$900.00 | |
| Grand Totals: | | | | \$0.00 | \$1,375.18 | \$0.00 | \$1,375.18 | \$1,375.18 | |
| Total Accounts: | | | | 2 | | | | | |



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda:

Council Meeting Date:

December 3, 2019

Subject:

Stewardship Ontario MHSW Amending Agreement

TOMRMS File Number:

L04 - Contracts and Agreements / E07 - Waste Management

Spokesperson(s) Name and Title:

Peter Brown, Director of Public Works

Department:

Public Works

Purpose of Report:

To execute the amendment of the Stewardship Ontario MHSW service agreement.

Report Recommendation

By-Law 2019 - 6996

Being a by-law to execute the Stewardship Ontario MHSW amending service agreement and amend Bylaw 2008-5281.

Identify Relationship to Strategic Priorities:

Core Service - yes

Key Performance Objectives (KPOs) - no

New Service, Project or Program - no

Does This Item Relate to Council's Strategic Priorities? - yes

Background:

Stewardship Ontario has been directed by the Ministry of the Environment, Conservation and Parks (MECP) to wind-up the current Municipal Hazardous or Special Waste (MHSW) program. Upon wind-up, hazardous materials collected under the MHSW Program will be managed according to the individual producer responsibility (IPR) framework under the Resource Recovery and Circular Economy Act, 2016.

Under the MHSW Program, Stewardship Ontario manages the supply chain operations for single-use dry cell batteries and pressurized containers. Wind-up for single-use dry cell batteries is scheduled to take place June 30, 2020 with the remaining MHSW materials occurring on June 30, 2021.

In anticipation of the MHSW Wind-up Plan being approved on December 31, 2019, changes to the current MHSW Service Agreement (Bylaw 2008-5281) are necessary. These changes will enable Stewardship Ontario to make payments to communities for materials that will continue under the MHSW Program after June 30, 2020, namely pressurized containers. In the absence of this amended agreement, Stewardship Ontario will not be able to continue payments after the wind-up date for single-use

batteries on June 30,2020 and would be forced to terminate all Agreements effective that date.

Staff Recommendation:

Staff recommend approval of the amended service agreement.

Advantages and/or Disadvantages of Recommendation:

Allows the Town to continue to receive payments for pressurized containers until June 30, 2021

Alternatives:

do not execute the agreement

Cost/Financial Impact:

n/a

Included in Current Budget:

n/a

Attachments:

Attachment #1 - Draft Bylaw

Attachment #2 - Schedule A - Stewardship Ontario Amending Agreement

CAO's Comments

Recommends Council Approval:

Yes

The Corporation of the Town of Parry Sound

By-law 2019 - 6996

Being a by-law to execute the Stewardship Ontario MHSW amending service agreement and amend Bylaw 2008-5281.

Whereas Sections 8, 9 and 10 of The Municipal Act 2001, S.O. 2001, c.25 as amended, authorizes the Corporation of the Town of Parry Sound to enter into agreements; and

Whereas the Corporation of the Town of Parry Sound wishes to authorize the execution of an amending service agreement with Stewardship Ontario concerning municipal hazardous or special waste;

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Corporation the attached amending agreement with Stewardship Ontario.
2. This by-law shall come into force and take effect upon the final passing thereof.

Read a First time this 3rd day of December, 2019

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk

Read a Second and Third time, **Passed, Signed** and **Sealed** this 3rd day of December 2019.

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk

**AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

This Amending Agreement (the “**Amending Agreement**”) is made as of August 16, 2019.

BETWEEN:

STEWARDSHIP ONTARIO (“SO”)

and

CORPORATION OF THE TOWN OF PARRY SOUND (the “Municipality”)

(collectively, the “**Parties**”)

WHEREAS:

- A. Stewardship Ontario and the Municipality entered into an agreement concerning municipal hazardous or special wastes (“**MHSW**”) dated July 01, 2011 (as amended, modified or restated from time to time, by the Parties, the “**MHSW Services Agreement**”);
- B. By direction letters dated April 12, 2018, December 11, 2018 and July 2, 2019, the Minister of the Environment, Conservation and Parks for the Province of Ontario directed SO to wind up the waste diversion program for MHSW (the “**MHSW Program**”) for all designated materials. Upon wind up, materials collected under the MHSW Program will be managed according to an individual producer responsibility framework under the *Resource Recovery and Circular Economy Act, 2016*;
- C. In order to reflect the scheduled wind-down of the MHSW Program and in accordance with Section 2.3 of the MHSW Services Agreement, the Parties wish to make certain amendments to the MHSW Services Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

- 1. The MHSW Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of September 1, 2019.
- 2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the MHSW Services Agreement.
- 3. Any section marked as “Intentionally Deleted” in the MHSW Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.

4. Except as amended by the amendments expressly set forth in Schedule "A" of this Amending Agreement, the MHSW Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.
5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.
6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.
7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.
8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the MHSW Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.
9. Schedule "A" is attached hereto and incorporated in and forms part of this Amending Agreement.
10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

[THIS SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

STEWARDSHIP ONTARIO

By: _____
Name: Cullen Hollister
Title: Director of Operations

**CORPORATION OF THE TOWN OF
PARRY SOUND**

By: _____
Name:
Title:

**SCHEDULE "A" TO THE AMENDING AGREEMENT
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

The Parties agree to amend the MHSW Services Agreement as follows:

1. Section 1.1 of the MHSW Services Agreement is hereby amended by deleting the words "*Waste Diversion Act 2002 (Ontario)*" and replacing them with the words "*Waste Diversion Transition Act, 2016 (Ontario)*".

2. Section 2.4 of the MHSW Services Agreement is deleted in its entirety and replaced with the following new Sections 2.4 and 2.5:

"2.4 The Parties also understand that an ISO may, at any time, be approved by the Board of the Authority for one or more of the Obligated MHSW materials. In the event an ISO is approved by the Authority, SO will have no responsibility to pay for MHSW Services provided by the Municipality with respect to the materials for which the ISO is then responsible on and after the effective date of such approval by the Authority, unless SO provides written notice to the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

2.5 The Parties also understand that the Minister of the Environment, Conservation and Parks has directed SO to wind-up the MHSW Program Plan under the *Resource Recovery and Circular Economy Act, 2016*, following which individual producers will become responsible for materials collected under the MHSW Program Plan. The Parties agree that effective on the date of wind-up of the MHSW Program Plan in respect of a specific MHSW material (a "**Materials Wind-Up**"), SO will have no further responsibility to pay for MHSW Services provided by the Municipality with respect to such MHSW materials. As a courtesy, SO will provide a written reminder to the Municipality at least 30 days prior to the effective date of such Materials Wind-Up."

3. Subsection 5.1(b) of the MHSW Services Agreement is deleted in its entirety and replaced with the following new subsections 5.1(b) and 5.1(c):

"(b) Notwithstanding the foregoing, in the event an ISO is approved by the Authority, title to the Obligated MHSW with respect to the materials for which the ISO is then responsible will not belong to SO or SO's Service Providers unless SO provides written notice to

the Municipality indicating that there will not be any changes to the then current MHSW Services within 30 days of the ISO approval date.

(c) Notwithstanding the foregoing, in the event of a Materials Wind-Up, title to the Obligated MHSW will not belong to SO or SO's Service Providers as of the effective date of the Materials Wind-Up."

4. Section 18.1 of the MHSW Services Agreement is hereby amended to delete the words "Waste Diversion Ontario" and to replace them with the words "the Authority".



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda:

Council Meeting Date:

December 3, 2019

Subject:

Encroachment Agreement - 4 River Street

TOMRMS File Number:

D16 - Encroachments

Spokesperson(s) Name and Title:

Peter Brown, Director of Public Works

Department:

Public Works

Purpose of Report:

To execute an encroachment agreement between the owner of 4 River Street and the Town of Parry Sound.

Report Recommendation

By-Law 2019 - 6997

Being a by-law to execute an encroachment agreement between the owner of 4 River Street and the Town of Parry Sound.

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Performance Objectives (KPOs) - No

New Service, Project or Program - Yes

Does This Item Relate to Council's Strategic Priorities? - No

Background:

The Town received an encroachment agreement application due to the new owners wanting to make some changes to the existing layout. The owner wants to provide three additional parking spaces and a pedestrian area at the front of the building. The owner will be responsible for landscaping and maintaining the area both on the east side of the roadway and the east and south side of the property. Currently, 4 River Street encroaches on Municipal property. It varies from several inches (2") at the north end of the building to approximately 2'4" at the south end of the property. This section has always been within the road allowance, without documentation showing that the Town permitted such. This agreement will formalize and confirm permission from the Town of Parry Sound and ensure proper documentation is in place for the property owner, as well as any future property owner.

Staff Recommendation:

Staff recommend approval of the encroachment agreement.

Advantages and/or Disadvantages of Recommendation:

Ensures proper documentation is in place to recognize the encroachment agreement.

Alternatives:

n/a

Cost/Financial Impact:

n/a

Included in Current Budget:

n/a

Attachments:

Attachment #1 - Draft By-law

Attachment #2 - Encroachment Agreement

Attachment #3 - Encroachment Drawing

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:

The Corporation of the Town of Parry Sound

By-law 2019 - 6997

Being a By-law to execute an Encroachment Agreement with the Owner of 4 River Street

Whereas Sections 8, 9, and 10 of the Municipal Act, 2001, R.S.O., 2001 c.25 as amended, authorizes municipalities to enter into agreements, and

Whereas the Council of the Town of Parry Sound wishes to enter into an agreement with the owner of 4 River Street to recognize an encroachment,

Now Therefore the Council of The Corporation of The Town of Parry Sound Enacts As Follows:

1. That the Mayor and Clerk are hereby authorized to execute on behalf of the Corporation the agreement with the owner of 4 River Street, per the attached Schedule A.
2. This By-law shall come into force and take effect on the final day of passing thereof.

Read a First time this 3rd day of December, 2019

Mayor Jamie McGarvey

Clerk Rebecca Johnson

Read a Second and Third time, **Passed, Signed** and **Sealed**

This 3rd day of December, 2019

Mayor Jamie McGarvey

Clerk Rebecca Johnson

ENCROACHMENT AGREEMENT

WHEREAS the Licensees are the registered owners of the lands and premises shown on the Plan attached hereto as Schedule "A" and having municipal address 4 River Street, in the Town of Parry Sound, District of Parry Sound; and

WHEREAS the Town is the owner of the road allowance adjoining the said property of the Licensees, described as 4 River Street, in the Town of Parry Sound, District of Parry Sound; and

WHEREAS under an existing encroachment agreement, the building was granted an encroachment on the municipal roadway by approximately 2.5 feet at the south end of the building of a structure, mostly located on the said land, encroaches on the adjoining road allowance; and

WHEREAS the parking and landscaping as outlined in the "Preliminary Concepts" drawing dated May 30, 2019 for 4 River Street, in the Town of Parry Sound, District of Parry Sound encroaches on the adjoining road allowance; and

WHEREAS the Licensee has applied to the Town for a licence and consent to such additional encroachment; and

WHEREAS the Town has agreed to grant such licence and consent on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. The encroachment of the parking and landscaping of the site of the Licensee as shown on Schedule "A" hereto, shall be deemed to be with the licence and consent of the Town until such time as the removal of the said encroachment from the adjoining road allowance is required or occurs as hereinafter set forth; to the intent, however, that the Licensee shall not acquire any easement or right in respect thereof.
2. In consideration of the licence and consent hereby granted the Licensee:
 - (a) shall at its own cost keep and maintain the said encroachment in good and proper repair and condition;
 - (b) shall, on one (1) month notice, in writing, by the Town to the Licensee, forthwith alter or remove the encroachment at the sole expense of the Licensee, without being entitled to any compensation whatsoever;

(c) in the case of emergency repair, shall immediately alter or remove the encroachment at the sole expense of the Licensee, without being entitled to any compensation whatsoever.

3. If the Licensee fails to alter or remove the encroachment, the Town may remove or alter the same at the expense of the Licensee and the Certificate of the Town as to the expense thereof shall be final and binding upon the Licensee in any court of competent jurisdiction as a debt due and owing to the Town.

4. In the event of the Town at any time imposing an annual or other charge for the privilege conferred by this agreement, the Licensee will pay forthwith on demand such annual or other charge.

5. The Licensee covenants and agrees with the Town that the Licensee will indemnify and save harmless the Town, its officers, servants, officials or agents from any claim or demand, loss, costs, charge or expense which the Town may incur or be liable for in consequence of the permission of such permission and/or the erection or maintenance of the encroachment or anything in any matter related thereto.

6. The Licensee shall obtain and maintain public liability (personal injury and property damage) insurance covering the erection and maintenance of the encroachment in the amount of at least One Million Dollars (\$1,000,000.00) naming "The Corporation of the Town of Parry Sound" as an additional named insured and containing a cross-liability endorsement and ten (10) days notice of cancellation or material change in circumstances.

7. In the event of the Licensee transferring or selling the property or any portion thereof, the Licensee shall forthwith notify, in writing, the Town Director of Operations of such sale or transfer or purchase.

8. The Licensee agrees that any sum or cost paid, sustained or incurred by the Town as aforesaid shall form and constitute a charge or lien on the said property until fully discharged by payment thereof.

9. For the purpose of this agreement, notice may be given to the Licensee by enclosing the same in an envelop addressed to the Licensee at 81 Hudson Drive, Toronto, Ontario M4T 2K2 and depositing the same, postage paid and registered in a Canada Post Office at Parry Sound.

10. This agreement may be registered against the title to the property by either Party and the cost of preparation and registration of the same shall be paid by the Party who decides to cause the registration.

11. This agreement and everything contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the following dates:

By the Owner on the 22 day of Nov, 2019.

WITNESS:

)
)
)
)
)
)

ASO of Winterra Holdings Inc.

By the Corporation of the Town of Parry Sound on the _____ day of _____, 20__.

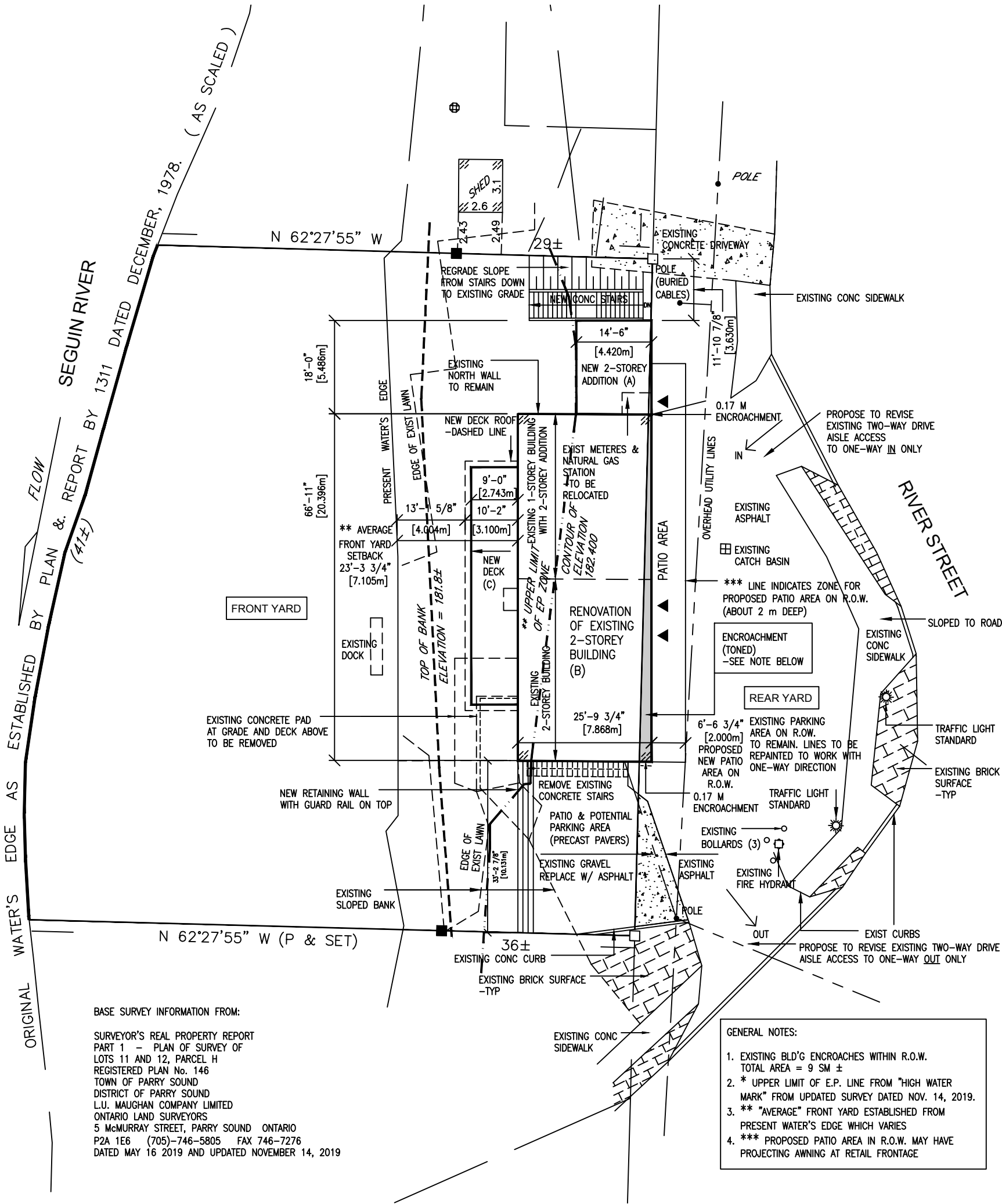
THE CORPORATION OF THE
TOWN OF PARRY SOUND

per

Jamie McGarvey, Mayor

per

Rebecca Johnson, Clerk



BASE SURVEY INFORMATION FROM:
SURVEYOR'S REAL PROPERTY REPORT
PART 1 - PLAN OF SURVEY OF
LOTS 11 AND 12, PARCEL H
REGISTERED PLAN No. 146
TOWN OF PARRY SOUND
DISTRICT OF PARRY SOUND
L.U. MAUGHAN COMPANY LIMITED
ONTARIO LAND SURVEYORS
5 McMURRAY STREET, PARRY SOUND ONTARIO
P2A 1E6 (705)-746-5805 FAX 746-7276
DATED MAY 16 2019 AND UPDATED NOVEMBER 14, 2019

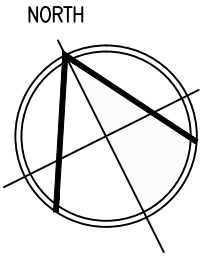
- GENERAL NOTES:
- 1. EXISTING BLD'G ENCLOSES WITHIN R.O.W. TOTAL AREA = 9 SM ±
 - 2. * UPPER LIMIT OF E.P. LINE FROM "HIGH WATER MARK" FROM UPDATED SURVEY DATED NOV. 14, 2019.
 - 3. ** "AVERAGE" FRONT YARD ESTABLISHED FROM PRESENT WATER'S EDGE WHICH VARIES
 - 4. *** PROPOSED PATIO AREA IN R.O.W. MAY HAVE PROJECTING AWNING AT RETAIL FRONTAGE

ZONING NOTES:

- (A) NEW 2-STOREY ADDITION FOOTPRINT IS LESS THAN MAX. 50 SM AT 24 SM THEREFORE, NOT SUBJECT TO SITE PLAN CONTROL. ADDITION CONFORMS TO BY-LAW (e) ADDITION TO EXISTING BUILDING OR STRUCTURE
- (B) RENOVATION OF EXISTING 2-STOREY BUILDING CONFORMS TO BY-LAW 4.28 NON-CONFORMING AND NON-COMPLYING USES (a). RENOVATION WILL ALSO BE ON FOOTPRINT OF EXISTING BUILDING; EXISTING NORTH WALL WILL REMAIN
- (C) NEW DECK AND ROOF ABOVE EXTENDS MAX. 2 METRES INTO AVERAGE 6 METRE FRONT YARD SETBACK

STATISTICS (ESTIMATED)

LOT AREA = 1345.73 SM
GFA:
EXISTING BUILDING PLUS ADDITION
-BASEMENT 185 SM
-GROUND FLOOR 185 SM
-SECOND FLOOR 185 SM
-MEZZANINE (MAX.) 64 SM (40%)
TOTAL GFA BUILDING 619 SM (INCLUDING BASEMENT)
LOT COVERAGE = 185 SM OR 13.75% OF LOT AREA (50% MAX PERMITTED C3)
ADDITION FOOTPRINT = 24 SM



| | | | | | |
|--|---|--|---------|---------------------------------|------------------------------|
| Project 4 RIVER STREET, PARRY SOUND, SEGUIN COUNTY, ONTARIO | Drawing PROPOSED SITE PLAN FOR ENCROACHMENT AGREEMENT | | | | Drawing No. A1 |
| | Scale 1:250 | Drawn | Checked | Date NOV 2019 | Project No. 223-2019 |
| STEVEN ROBINSON ARCHITECT INC. CERTIFICATE OF PRACTICE No.: 3690 | | 181 Rumsey Road, Toronto, Ontario, Canada M4G 1P4 Tel: 416-571-3143 email: SRArchitect@rogers.com | | Issue Date NOVEMBER 20, 2019 | |



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda:

Council Meeting Date:

December 3, 2019

Subject:

Electronic Waste Agreement

TOMRMS File Number:

L04 - Contracts and Agreements / E07 - Waste Management

Spokesperson(s) Name and Title:

Peter Brown, Director of Public Works

Department:

Public Works

Purpose of Report:

To execute the amendment of the electronic waste service agreement.

Report Recommendation

By-Law 2019 - 6998

Being a by-law to amend Bylaw 2011-6029 to continue the electronic waste agreement and to reflect the change in ownership from Global Electric Electronic Processing (GEEP) to Quantum Lifecycle Partners and to execute the Notice of Assignment to confirm the Town of Parry Sound's agreement with the change in ownership.

Identify Relationship to Strategic Priorities:

Core Service - yes

Key Performance Objectives (KPOs) - no

New Service, Project or Program - no

Does This Item Relate to Council's Strategic Priorities? - yes

Background:

In October 2011, the Town entered into an agreement (Bylaw 2011-6029) with Global Electric Electronic Processing (GEEP) in order to provide electronic waste recycling to the residents of Parry Sound. In September 2019, GEEP sold certain assets to Quantum Lifecycle Partners LP (Quantum LP). Included in these assets, was the rights and obligations to our current e-waste agreement with GEEP. In order to continue with the agreement, it is necessary to sign the Notice of Assignment and Waiver Request to confirm the Town agrees with the change in ownership. The original agreement that was approved by Council in 2011 has not changed.

Staff Recommendation:

Staff recommend approval of the amended service agreement.

Advantages and/or Disadvantages of Recommendation:

Allows the Town to continue to provide electronic waste recycling to Parry Sound residents

Alternatives:

-do not execute the agreement

Cost/Financial Impact:

n/a

Included in Current Budget:

n/a

Attachments:

Attachment #1 - Draft Bylaw

Attachment #2 - Schedule A - Notice of Assignment and Waiver Request

Attachment #3 - Bylaw 2011-6029

CAO's Comments

Recommends Council Approval:

yes

Recommends Council consider staff recommendation with the following comments:

The Corporation of the Town of Parry Sound

By-law 2019 - 6998

Being a bylaw to amend Bylaw 2011-6029 to continue the electronic waste agreement and to reflect the change in ownership from Global Electric Electronic Processing (GEEP) to Quantum Lifecycle Partners LP and to execute the Notice of Assignment to confirm the Town of Parry Sound's agreement with the change in ownership.

Whereas Sections 8,9 and 10 of The Municipal Act, S.O. 2001, c.25 as amended, authorizes the Corporation of the Town of Parry Sound to enter into agreements; and

Whereas the Corporation of the Town of Parry Sound wishes to authorize the execution of a Notice of Assignment with Quantum Lifecycle Partners LP concerning the current electronic waste agreement;

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Corporation the attached Notice of Assignment.
2. This by-law shall come into force and take effect upon the final passing thereof.

Read a First time this 3rd day of December, 2019

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk

The Corporation of the Town of Parry Sound

By-law 2019 - 6998

Read a Second and Third time, Passed, Signed and Sealed this 3rd day of
December, 2019

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk



Notice of Assignment and Waiver Request

We refer to the agreement (s) between GEEP Canada Inc. ("GEEP") and The Township of Parry Sound ("Counterparty"), as same may be amended, modified and/or renewed (the "Agreement"), a copy of which is attached hereto as Exhibit "A".

We are writing to inform you that GEEP intends to sell certain assets to Quantum Lifecycle Partners LP ("Quantum LP") an affiliate of GEEP. This transaction will close on September 30, 2019 and will result in the transfer and assignment of certain assets of GEEP, including all of GEEP's rights and obligations pursuant to the Agreement (the "Assignment"). As a result, Quantum LP will carry on the business of GEEP.

We are requesting your consent to assign the Agreement from GEEP to Quantum LP. We would be grateful if you would complete and sign a copy of this letter confirming that you, Counterparty:

- (a) Accepts this letter as notice of the Assignment;
- (b) Consent to the Assignment of the Agreement and the substitution of Quantum LP as a party to the Agreement in the place and stead of GEEP;
- (c) Acknowledge and agree that such assignment and transfer does not constitute a default under the Agreement;
- (d) Waive any right to terminate or amend the Agreement due to the Assignment;
- (e) Waive any right to accelerate the execution of any obligation under the Agreement (or any other agreements between GEEP and Counterparty) which might arise from or relate to the Assignment; and,
- (f) Hereby release GEEP from any obligations under the Agreement effective from and after the date of transfer and Assignment of the Agreement to Quantum LP.

If you have any questions as it relates to this letter, please contact me. We respectfully request that you return the executed copy to the undersigned's attention no later than September 27th, 2019.

Sincerely,



GEEP Canada Inc.
 Andre Kuyntjes, Director, Legal Affairs
 Giampaolo Group of Companies
 akuyntjes@gg-inc.ca

We hereby confirm our agreement to the Assignment described above on the terms and conditions of the above letter.

THE TOWNSHIP OF PARRY SOUND

 Name:

Title:

Authorized signatory for Counterparty

CORPORATION OF THE TOWN OF PARRY SOUND

PASSING OF BY-LAW NO: 2011 - 6029

4th Day of October, 2011

MOVED BY COUNCILLOR

SECONDED BY COUNCILLOR

THAT BY-LAW NO:

2011 - 6029

Being a By-law to authorize the execution of an Agreement with Global Electric
Electronic Processing (GEEP),

be considered as read a first time.

- CARRIED -

Are all members in favour of having the second and third readings? ✓


MOVED BY COUNCILLOR

SECONDED BY COUNCILLOR

THAT THE BY-LAW ABOVE MENTIONED BE CONSIDERED AS READ A SECOND,
AND THIRD TIME, PASSED, SIGNED AND SEALED.

- CARRIED -

ENTERED AS PART OF THE MINUTES OF MEETING HELD THIS:

4th Day of October, 2011
MAYOR
C.A.O./CLERK

Postponed to:

Amends By-law:

Repeals By-law:

THE CORPORATION OF THE TOWN OF PARRY SOUND

BY-LAW 2011 - 6029

**Being a By-law to authorize the execution of an Agreement
with Global Electric Electronic Processing (GEEP)**

WHEREAS Sections 8, 9 and 11 of The Municipal Act, S.O. 2001, c.25,
as amended, authorize the Corporation of the Town of Parry Sound to
enter such an agreement; and

WHEREAS the Corporation of the Town of Parry Sound wishes to
authorize the execution of an agreement between GEEP and the Town;

**NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF
THE TOWN OF PARRY SOUND ENACTS AS FOLLOWS:**

1. That the Mayor and the Clerk are hereby authorized and directed
to execute on behalf of the Corporation the agreement with
GEEP, attached as Schedule "A", for the provision of electronic
recycling services.
2. This By-law shall come into force and take effect on the final day
of passing thereof.

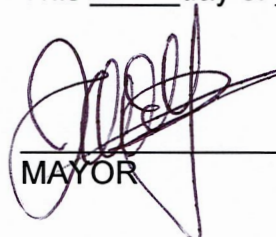
READ a FIRST time this 4th day of October, 2011.


MAYOR


CLERK

READ a SECOND and THIRD time, PASSED, SIGNED AND SEALED

This 4th day of October, 2011.


MAYOR


CLERK



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Schedule "A"
By-law 2011 - 6029

Services Agreement

This Recycling Services Agreement is made by and between GEEP, ("GEEP"), and *The Town of Parry Sound*. ("Client"). Client and GEEP are each referred to herein as a "Party" and collectively as the "Parties". In consideration of the mutual promises, terms, conditions, and provisions contained in and/or incorporated into this Agreement, and the other Appendices and/or Exhibits attached or otherwise incorporated herein (collectively, and as amended from time to time, the "Agreement"), the Parties agree as follows:

Recitals. GEEP provides asset management and recycling services to various industries and provides environmentally responsible end-of-life processing services. It reconditions, refurbishes, and remarkets computers, electronic systems and peripherals which meet or exceed technology cut lines. Client desires to provide GEEP with electronic equipment for asset management and recycling services on the terms and conditions described in this Agreement and the Statement of Work attached hereto as Appendix A and Appendix B.

Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Section 2, as the same may be amended from time to time

Appendices and Exhibits. The following Appendices, Exhibits and/or Schedules (and any documents or data referenced therein) are expressly incorporated into and are made an integral part of this Agreement:

- *Appendix A* – Statement of Work (Recycling), Pricing and Payment Terms.

- I. **Services.** Client engages GEEP to provide Services and GEEP agrees to provide Services from time to time by arranging shipments of Material and/or Equipment and/or accepting Client pick-up requests transmitted by Client. Any and all Services shall be and are subject to the terms and conditions of this Agreement. Services shall be rendered and under this Agreement only pursuant to the Statement of Work or pursuant to a GEEP purchase order or job order. If Client uses a purchase order or similar document in connection with any transaction hereunder, Client shall refer to this Agreement. The terms and conditions of Client's standard purchase order or any other document submitted by Client which conflict with or in any way purport to amend any of the terms and conditions of this Agreement are hereby specifically rejected by GEEP and shall be of no force or effect. The terms and conditions of any such standard purchase order or other Client document shall not govern in any way the subject matter of this Agreement or any part thereof unless the same refers to this Agreement, is agreed to in writing by both Parties and is executed by an authorized officer of GEEP and an authorized representative of Client. In the absence of such written modification of this Agreement, the terms of this Agreement shall govern the subject matter hereof in all respects.



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II. Definitions. Capitalized terms have the following meanings in the Agreement.

“Addressee” is defined in Section 12.

“Agreement” is defined in the introductory paragraph to these provisions, such term expressly including Appendix A and Appendix B.

“GEEP” is defined in the introductory paragraph to these provisions.

“Equipment” is defined in the Statement of Work.

“Environmental Laws” means any and all laws, statutes, regulations, orders, rules, and ordinances, and judicial and administrative interpretations thereof, whether existing as of the date of this Agreement, previously enforced, or subsequently enacted, of the Canada, any foreign country or of any province, locality or municipality of the Canada or any such foreign country in which Services under this Agreement are carried out or performed or in which transportation, storage or recycling of Hazardous Substances, as defined herein, occurs or of any other governmental or quasi-governmental or administrative authority having jurisdiction, that relate to the prevention, abatement or elimination of pollution.

“Export” or “exportation” shall mean the transfer Material or Equipment outside of the country where the Material is located.

“Export Laws” For Services provided or Material or Equipment sold by Client in other countries, Export Laws shall refer to those laws, rules and other regulations applicable to the export of Material or Equipment pursuant to the performance of the Services thereunder.

“Hazardous E-Waste” are materials that are classified as a hazardous waste or hazmat recyclable material under EIWHRMR.

“Hazardous Substance” means any substance, pollutant, toxic substance, hazardous waste, hazmat, or petroleum product now or hereafter defined in, denoted by or designated pursuant to the law of any state, locality or municipality, or any governmental or quasi-governmental authority having jurisdiction, or any state in which Services are to be carried out or performed, or in which transportation, storage or disposal of any substance or material related to, or arising from, or any other Environmental Laws, and as any or all of the foregoing may be amended, changed or supplemented.

“Indemnatee” means any Person who properly makes a claim for indemnification under the Agreement.

“Material” is defined in the Statement of Work.

“Notice” is defined in Section 12.



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"Party" and "Parties" are defined in the introductory paragraph to these provisions.

"Person" means an individual, corporation, partnership, limited liability company, firm, association, joint venture, trust, unincorporated organization, government, governmental body, agency, political subdivision or other entity.

"Services" means certain remarketing for reuse and/or recycling services all as more specifically described in the Statement of Work.

"Statement of Work" refers to Appendix A attached to the Agreement.

"Third Party Claim" is defined in Section XI.B.1.

"Client" is defined in the introductory paragraph to these provisions.

III. **GEEP Commitments.** GEEP warrants and covenants that it will:

- A. Perform, in a safe, responsible and workmanlike manner, the Services for Client regarding Material and or Equipment provided to it by Client (or through a third party for the benefit of Client) and not store Material or Equipment in an off-site location that has not been approved by Client;
- B. Recover or recycle, in a environmentally responsible manner, such Material and or Equipment in compliance with all Environmental Laws and in compliance with all Hazardous Substance laws and regulations;
- C. Ensure compliance with all applicable federal (and applicable provincial) Department of Transportation regulations and Occupational Safety and Health Administration regulations;
- D. (i) Use commercially available technology and reasonable efforts to recycle all Material and or Equipment and any elements, chemicals and/or compounds (in particular, Hazardous Substances) within 30 days of receipt and prevent disposal (landfills and/or incineration or otherwise) of Material and or Equipment to the extent commercially reasonable; (ii) ensure that it and its permitted subcontractors, either directly or through intermediaries, meet all applicable Environmental Laws and prevent shipping of Hazardous Substances to solid waste landfills or incinerators (or otherwise) for disposal or energy recovery; (iv) not export Hazardous Substances or Hazardous E-Waste from developed to developing countries for recycling or disposal (landfill and/or incineration); and (v) track, control and report Material and or Equipment weight throughout the recycling or recovery channel.
- E. Ensure that its representatives, agents, employees and independent contractors, if any, who are present on the premises of Client, will conduct themselves in accordance with the rules applicable to Client visitors and abide by all Client safety and environmental requirements.
- F. Render a Certificate of Destruction to Client for each shipment of



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Material and or Equipment under the Agreement within 30 days of GEEP ' receipt of Material and or Equipment, in the form of Appendix "C" to this Agreement;

- G. Not employ (i) prison labor, or (ii) persons under the legal working age, or (iii) foreign nationals that have not obtained government issued work permits.
- H. Obtain and maintain with reputable insurance companies the minimum insurance coverage's as follows (Canadian Dollars):

| | |
|------------------------------------|---|
| General Liability | \$1 million per occurrence \$5 million aggregate |
| Automobile Liability | \$1 million per occurrence |
| Workers' Compensation | Provincially Run |
| Employer's Liability | \$1 million per occurrence |
| Errors & Omission Liability | \$2 million per claim \$4 million aggregate |
| Directors & Officers Liability | \$2 million Limit |
| Environmental Impairment Liability | \$2 million per claim |
| Umbrella (not Environmental) | \$19 million Limit |

- I. Prior to the commencement of any Services, GEEP shall upon request furnish Client insurance certificates, endorsements, or evidence of coverage signed by authorized representatives of the companies providing the coverage required under the terms hereof.
- J. GEEP acknowledges that the exportation of Material and or Equipment hereunder is subject to compliance with Export Laws and GEEP covenants and agrees that it will comply with all such Export Laws with respect to the Services hereunder including all sales of Material and or Equipment and byproducts thereof.
- K. GEEP confirms that it will not export or re-export Material and or Equipment directly or indirectly, either to (i) any countries that are subject to export restrictions or (ii) any end user who has been prohibited from participating in export transactions by any agency of government. GEEP warrants that Material and or Equipment will not be used to develop or produce weapons of mass destruction or sold or licensed to an end user who GEEP knows or has reason to know may utilize the Material and or Equipment directly or indirectly in connection with weapons of mass destruction or nuclear activities. For purposes of this section 3.11, the end user is the party who received the Materials and/or Equipment from GEEP.
- L. GEEP covenants and agrees that it shall screen the reliability of



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each end user so that the Material and/or Equipment will not be used in a manner which is prohibited under this Agreement, under Export Laws or otherwise, which end user is the party who received the Materials and/or Equipment from GEEP.

- M. Upon Client's request, GEEP shall execute, acknowledge, deliver and to cause to be duly filed all instruments and documents and take actions as Client may from time to time reasonably request to assure that the necessary export requirements have been met and that GEEP has complied with and it complying with all Export Laws.
- N. If required, GEEP will obtain prior authorization for export of the Material and or Equipment. GEEP or GEEP' carrier will prepare export documentation necessary for shipment to GEEP' specified location and GEEP will be responsible for assuring that the appropriate import permits and licenses with respect to the Equipment and/or Materials, including any markings needed for import are obtained. Client reserves the right to immediately terminate this Agreement if GEEP fails to comply with the Export Laws.
- O. GEEP shall comply with guidelines established by the Organization for Economic Cooperation and Development ("OECD") for the Transboundary Movements of Wastes Destined for Recovery Operations, as amended (the guidelines can be accessed at the OECD web site at www.oecd.org).

IV. **Confidentiality, Non-disclosure and Non-Circumvention.**

- A. Each of the Parties to this Agreement may, from time to time, disclose to the other Party information concerning its confidential know-how, trade secrets, business plans, operations and accounting data or other proprietary information ("Proprietary Information") as may be necessary to further the performance of this Agreement. All such Proprietary Information shall remain the sole property of the Party disclosing same. Each Party agrees to keep confidential and not to disclose to any other Person any such Proprietary Information disclosed to it by the other Party except for any disclosures to the disclosing Party's auditors, counsel or other professional advisors on a need to know basis. Each Party agrees that it will hold the Proprietary Information of the other Party with the same degree of care that it holds confidential and proprietary information belonging to it. Without limiting the foregoing, the Parties hereto expressly agree the Proprietary Information which, at the time of disclosure, is in the public domain or which, after disclosure by any person or entity other than the Parties hereto, becomes part of the public domain, shall not be subject to the confidentiality requirements of this Section.

- V. **Payment; Price.** As and when any Services provided hereunder are completed, any amounts due to either the Client or GEEP shall be determined in accordance with the price(s) and upon the terms set forth in the Statement of Work.



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VI. **Representations.**

- A. Client represents and warrants Client has good and marketable title to the Material and Equipment. Client makes no representation or warranty as to the condition of the Material or Equipment. **ALL MATERIAL AND EQUIPMENT PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. CLIENT DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- B. Client acknowledges that the Material and Equipment may contain Hazardous Substances.

VII. **Term and Termination.**

- A. The Agreement commences on the date of its acceptance and execution by GEEP and continues until either Party provides the other with at least thirty (30) days prior notice of termination, provided, however, no termination shall effect the duty of one Party to the other Party with regard to any Material and or Equipment delivered or in transit to Client from GEEP or from Client to GEEP, the termination being delayed until all duties with respect to such Material or Equipment in transit have been completed in accordance with this Agreement.
- B. The obligations of the Parties in Sections 3, 4, 5, 8, and Sections 10 through 23, survive any termination or expiration of the Agreement.

VIII. **Shipment; Risk of Loss.** Shipment and risk of loss terms are specified in the Statement of Work.

IX. **Audit and Inspection of GEEP Facility(ies).** Client shall have the right at any time and from time to time during the term of this Agreement (and for a period of five years following the termination of this Agreement), to enter onto GEEP' premises, with reasonable notice, during normal business hours, for the purpose of auditing GEEP' compliance with the terms and conditions of this Agreement provided the conduct of the audit does not interrupt GEEP' normal business operations. GEEP shall make available to Client for purposes of such audits (i) GEEP' books and records of account, records relating to environmental laws and evidentiary records demonstrative compliance to applicable Laws and regulations, health and safety laws and regulations, and any other records reasonably requested by Client and (ii) GEEP' receiving, staging, storage, reconditioning, marketing and reselling and other facilities. Client's audit rights shall include, but not be limited to, physical inventories of Material and or Equipment received by GEEP directly or indirectly from, or otherwise received on behalf of, Client held by GEEP to determine GEEP' level of compliance with Environmental Law and compliance with the requirements of this Agreement. To the extent that GEEP obtains Client's consent pursuant to this Agreement to engage a third party to perform services covered by this Agreement, GEEP shall assure that Client will be provided access to the third party's facilities and operations to evaluate the third party's compliance with the standards established in this Agreement and the representations, warranties and covenants of this Agreement



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- X. **Relationship of the Parties; Non-Exclusivity.** Each Party is an independent contractor in performing its obligations under this Agreement. Each Party's employees are not employees or agents of the other Party for any purpose. This is not a requirements contract and this Agreement is non-exclusive. GEEP may use third parties to provide services identical or similar to the Services. GEEP is specifically authorized to delegate any of its duties under this Agreement to any GEEP affiliate, joint venture partner, or entity certified by GEEP to process the Materials and Equipment in accordance with GEEP' operating standards. GEEP has not committed to provide any particular volume of Material and or Equipment or Services to Client.

XI. **Indemnification.**

- A. **General.** GEEP will indemnify and hold Client and its officers, directors, employees, agents and customers (Client and such Persons being collectively the "Indemnitees") harmless from any loss, damage (including, but not limited to, natural resource damages, and health and safety claims), claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and attorneys' fees) arising out of or caused in whole or in part by:

1. performance of or failure to perform Services by GEEP or any of GEEP' subcontractors (or any of their employees, representatives, officers and/or directors);
2. any failure by GEEP to perform its obligations under this Agreement;
3. any claims of any type, kind or character made by GEEP' employees, representatives, subcontractors or contractors including, but not limited to, those relating to exposure to, or handling, storage or disposition of, Material and or Equipment or performance of Services pursuant to or subject to this Agreement (whether on or off the premises of GEEP or Client), other than any arising from intentional misconduct of Client or its employees. GEEP hereby waives all claims and causes of action against each and any Indemnitee for any and all injuries suffered by GEEP' employees, other than any arising from intentional misconduct of Client or its employees;
4. any arising under Environmental Laws; and
5. any breach of any representation, warranty or covenant in this Agreement by GEEP.

B. **Third Party Claims.**

1. **Notice of Third Party Claim.** If any third party makes any claim or brings any action, suit or proceeding against an Indemnitee (a "Third Party Claim") with respect to which GEEP may have liability, the Indemnitee must promptly notify GEEP in writing within fifteen (15) days of Client's knowledge of the existence of the Third Party Claim of the Third Party Claim and deliver to GEEP a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Receipt of this notice is a condition precedent to GEEP' liability with respect to the Third Party Claim.
2. **GEEP Assumption of the Defense.** If GEEP wishes to assume the defense of a Third Party Claim, it shall do so by sending notice of the assumption to the Indemnitee. GEEP' assumption of the defense acknowledges its obligation to indemnify. Promptly after sending the notice, GEEP shall choose and employ independent legal counsel of reputable standing, which counsel shall be reasonably satisfactory to Client (which consent shall not be unreasonably



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withheld or delayed). After sending the notice, GEEP is entitled to contest, pay, settle or compromise the Third Party Claim as it determines, subject to the provisions of subsection XI.B.3.b

3. **Compromise and Settlement of Third Party Claims.**
 - a. **General Rule.** If GEEP assumes the defense of a Third Party Claim, it may not affect any compromise or settlement of the Third Party Claim without the consent of the Indemnitee, and the Indemnitee has no liability with respect to any compromise or settlement of a Third Party Claim affected without its consent.
 - b. **Exceptions.** Despite the provisions of subsection XI.B.3.b
 - i. GEEP may effect a compromise or settlement of a Third Party Claim without an Indemnitee's consent *if* the following three conditions are met:
 1. There is no finding or admission of any violation of law or any violation of the rights of any person and no effect on any other claim that may be made against the Indemnitee;
 2. The sole relief provided is monetary damages that are paid in full by GEEP or GEEP's insurance carrier; and
 3. The compromise or settlement includes, as an unconditional term, the claimant's or the plaintiff's release of the Indemnitee, from all liability in respect of the Third Party Claim.
4. **Insurance.** Any and all deductibles in insurance policies maintained by GEEP shall be assumed by, for the account of, and at the sole risk of GEEP. Neither having insurance coverage nor the lack thereof shall serve to reduce or limit GEEP's indemnification obligations herein.
- C. **Cross indemnification.** Client shall indemnify and hold GEEP harmless for any and all liabilities incurred by GEEP or Client as a result of any Third Party Claim made against GEEP or Client related to any hazardous material included with the Materials and/or Equipment not expressly identified in writing to GEEP prior to the processing of said items.

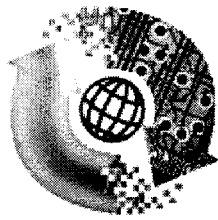
- XII. **Notices.** Each Party giving or making any notice, request, demand, instruction or other communication (each, a "Notice") shall do so in writing and shall, except as described below, use one of the following methods of delivery, each of which, for purposes of the Agreement, is a writing: personal delivery, first-class mail, nationally recognized overnight courier (with all fees prepaid), or facsimile. Any Party giving a Notice shall address it to the appropriate person at the receiving Party (the "Addressee") at the address listed on the signature page to the Agreement or to another Addressee or at another address as designated by a Party in a Notice. Except as provided elsewhere in the Agreement, a Notice is effective only if the Party giving the Notice has complied with this Section and if the Addressee has received the Notice.



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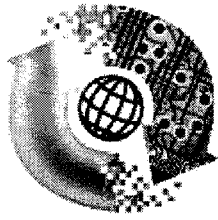
- XIII. **Governing Law; Venue.** The laws of the Provinces of Canada (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to the Agreement and all of the transactions it contemplates, including, without limitation, its validity, interpretation, construction, performance and enforcement and any matters sounding in tort. The parties will attempt in good faith to resolve any controversy promptly by negotiations between executives of the parties (if appropriate, with their respective counsel), and if such negotiations fail, by binding arbitration (Arbitration and Mediation Institute of Canada Inc). The proper venue for the arbitration shall be in Barrie, Ontario, Canada. Each party shall select an arbitrator, which arbitrators shall then select a third arbitrator who shall hear the dispute. The determination of the arbitrator shall be binding upon all parties and which final determination shall be rendered by the arbitrator within one hundred eighty (180) days from the date the demand of arbitration is filed. This Agreement shall not limit a party's right to seek injunctive or equitable relief for breach of confidentiality obligations and proprietary rights.
- XIV. **Amendments.** The Parties may not amend the Agreement, except by written agreement of the Parties that identifies itself as an amendment to the Agreement.
- XV. **Severability.** If any provision of the Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of the Agreement remain in full force, if the essential terms and conditions of the Agreement for each Party remain valid, binding, and enforceable.
- XVI. **Merger.** The Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in the Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in the Agreement are expressly merged into and superseded by the Agreement. The provisions of the Agreement may not be explained, supplemented or qualified through any purchase order, bill of lading or similar document or evidence of trade usage or a prior course of dealings. There are no conditions precedent to the effectiveness of the Agreement.
- XVII. **Counterparts.** The Parties may execute the Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart. One or more counterparts may be delivered by facsimile or PDF.
- XVIII. **Successors and Assigns.** The Agreement binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.
- XIX. **Assignment and Delegation; Subcontracts.** Either GEEP or Client may assign its rights and obligations hereunder without the other's approval pursuant to any merger, consolidation, reorganization, or a sale of substantially all of its assets; provided that any such assignment does not relieve either party of its obligations hereunder.



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- XX. **Number and Gender.** Any reference in the Agreement to the singular includes the plural where appropriate, and any reference in the Agreement to the masculine gender includes the feminine and neuter genders where appropriate.
- XXI. **Captions.** The descriptive headings of the Sections and subsections of the Agreement are for convenience only, do not constitute a part of the Agreement, and do not affect the Agreement's construction or interpretation.
- XXII. **Rights and Remedies Cumulative.** The enumeration of a Party's rights and remedies set forth in the Agreement is not intended to be exhaustive. The exercise by a Party of any right or remedy under the Agreement does not preclude the exercise of any other rights or remedies, all of which are cumulative and are in addition to any other right or remedy given under the Agreement or which may now or subsequently exist in law or in equity or by statute or otherwise.



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Client:

Corporation of the Town of Parry Sound

(full and proper name of Client)

a *(state)* corporation, limited liability company,
limited partnership, general partnership,
resident individual *(circle one)*,

_____ *(other – describe)*

Client Notice Address:

Attn: Peter Brown, Director of Public Works

Fax: 705-746-2506

Client Pay/Remit To Address:

52 Seguin Street

Parry Sound, ON P2A 1B4

By: **X**

(signature of authorized representative)

Name *(print)*: **Rob Mens**

Title: **CAO**

Date: _____

Attn: Accounts Receivable

Fax: 705-746-2506

Tel.: 705-746-2101

By: **X**

(signature of authorized representative)

Name: **Jamie McGarvey**

Title: **Mayor**

GEEP,

By: _____

Name: Chris Gariepy

Title: Vice President

Date: _____

Email: cgariepy@geepglobal.com

For GEEP Use Only:

Contract #:

* * *

Appendix A

Statement of Work Recycling, Pricing and Payment Terms.

Client and GEEP each a "Party" and collectively, the "Parties" - acknowledge and agree that this Appendix A is incorporated by reference into and made an integral part of that certain Service Agreement (the "Agreement") made by and between GEEP and the Client identified on the signature page of the Agreement ("Client"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement, as now in effect and as the same may be amended from time to time.

I. Material(s) Covered by Agreement. The following is/are collectively referred to as "Material":

All Ontario Electronic Stewardship (OES) approved electronic waste including monitors/TVs.

II. Services to be rendered: The following services are collectively referred to as the "Services":

- GEEP Canada will initially deliver an empty 40 Yard Roll-Off Container to the Town of Parry Sound.
- Roll-Off is to be "swapped out" whenever full and an empty one is needed. Town of Parry Sound will allow for 48 hour turnaround time for pickup and delivery.
- GEEP Canada will handle all logistics and costs for pick-ups and drop-offs to The Town of Parry Sound
- GEEP Canada will maximize use of the current Ontario Electronic Stewardship program for recycling costs associated with e-waste collected.
- GEEP Canada will produce a report containing total weights of all product received from the Township.
- Town of Parry Sound will sign an OES Bill of Lading for each load being shipped to GEEP.

III. Pricing (Canadian Dollars).

For the service provided by GEEP, Geep will pay the following for each pound of material for which title has passed from Client to GEEP as long as the Ontario Electronic Stewardship continues to provide Processing incentives through the Processor Incentive Program.

- **\$.075/lb for e-waste collected**

IV. Payment Terms and Discounts.

Unless otherwise indicated on our invoice, payment terms are net thirty (30) days from date of invoice; otherwise payment terms are net cash on or before shipment in Canadian Dollar funds. We reserve the right to change payment terms at any time or to revoke any credit previously extended. Overdue payments are subject to finance charges of up to the lower of 1 ½% per month (18% per year) or the maximum interest rate allowed by law. All payments and interest thereon are payable in Canadian Dollars.

V. Taxes.

Client is responsible for paying all taxes, import and export fees.

VI. Shipping Terms; Risk of Loss. Unless expressly provided in writing on the Statement of Work, Client shall deliver at Client's expense all Materials and/or Equipment to GEEP' facilities FOB GEEP' facility and Client shall bear risk of loss and responsibility for safe transportation of Materials and/or Equipment to GEEP' dock or facility. If GEEP agrees in writing to provide transportation, GEEP will, at an agreed upon price, at its expense, arrange for the packing, loading and shipping of Material and or Equipment under this Agreement, with the carrier and GEEP shall bear risk of loss and responsibility for safe transportation of Material and or Equipment upon departing Client's dock or customer's facility.

GEEP agrees to process Material and or Equipment within 30 days after receipt at recycling facility.

IN WITNESS WHEREOF, the Parties have caused this Appendix A to be executed by their duly authorized representatives.

Client:
Corporation of the Town
of Parry Sound

GEEP

a _____ (state)
corporation, limited liability
company, limited
partnership, general
partnership, resident
individual (circle one),

By: _____

Name: Chris Gariepy

Title: Vice President

Date: _____

(other – describe)

By:

X 

(signature of authorized
representative)

Name: **Rob Mens**

Title: **C.A.O.**

Date: 10.04.11

By:

X _____

(signature of authorized
representative)

Name: **Jamie McGarvey**

Title: **Mayor**

Date: _____

For GEEP use Only:

Contract #:



The Corporation of the Town of Parry Sound

Council Report and Recommendation

Open Agenda:

Council Meeting Date:

December 3, 2019

Subject:

Rezoning Application - Z/19/14 - College Drive (M2 Developments Inc.)

TOMRMS File Number:

G 5-3-15914

Spokesperson(s) Name and Title:

Taylor Elgie, Manager of Building and Planning Services

Department:

Development and Protective Services

Report Recommendation

By-Law 2019 - 6999

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law), as amended, for Z/19/14 - 12 College Drive (M2 Developments Inc./Gardens of Parry Sound)

Identify Relationship to Strategic Priorities:

Core Service - Yes

Key Strategic 'Stretch' Goal or Core Service Improvement Goal - No

New Service, Project or Program - No

Does This Item Relate to Council's Strategic Priorities? - No

Background/Report:

Site:

The subject property is on the north east of Parry Sound Drive and north of College Drive (location plan attached). The property currently has 60 metres (200 feet) of frontage on College Drive.

The property is municipally described as part of Part of lot 29, Concession 3 formerly Township of McDougall now Town of Parry Sound, District of Parry Sound, as roughly illustrated below.



Surrounding land uses include Joseph Street to the west, institutional (Canadore College) to the south, rural agricultural to the north and the Gardens of Parry Sound Retirement Residence to the east. The Briggs Lake Provincially Significant Wetland exists to the east of the property. The lands are well vegetated and generally slope towards Parry Sound Drive.

The lands are conditionally severed and presently vacant.

Background:

The property was split zoned in 2013 to permit all the uses in the C3 zone as well as a Retirement Residence.

A 107-unit retirement residence was built on the easterly lands before it was severed. At this time, it was a single parcel.

In 2018 the property was severed, separating the existing development from the proposal today. During the severance, it was noted that the subject property would need a rezoning if an Apartment Dwelling was a requested use.

Proposal:

The applicant has requested to amend the existing S.P. 26.88 Zone. The property currently permits a four storey Retirement Residence in addition to all the uses in the C3 zone.

The applicant has requested the additional use of a four storey Apartment Dwelling to provide flexibility subject to reduced easterly and rear yard setbacks, and a reduced parking standard of 30 parking spaces for 60 units.

Official Plan:

The Official Plan (OP) designates the property as Highway/Service Commercial. This designation is targeted towards service and tourist oriented commercial uses that rely on vehicular access. Uses such as restaurants, motels, institutional uses

(hospitals/medical facilities) and offices are all permitted uses. The request for an Apartment Dwelling is not an envisioned use.

During the 2013 rezoning, it was determined that a retirement residence met the intent of this designation as it is a hybrid of all the aforementioned uses. It was concluded that,

"(a retirement residence) is a hybrid of a commercial and residential use. It is clear that a retirement residence operates almost exactly as would a full-service hotel. Communal dining room with food preparation (restaurant), housekeeping services, entertainment facilities, exercise rooms, concierge and transportation services, private dining rooms (banquet facilities), hairdressing salon and special entertainment outings are common to both uses. A retirement residence can properly be identified as a full-service hotel for the elderly. The only difference between the two uses is the length of stay. Even this is not such a difference. Larger hotels in large centres may provide long term accommodation to wealthy clients. Even in Parry Sound with its seasonal economy, long term accommodation is provided by hotels in the off season. The Town does not object to this given the reality of a seasonal economy. The conclusion of this examination is that the proposed retirement residence will act almost identically to a full-service hotel and have a similar if reduced impact, consequently, its development in a Highway Service Commercial designation is appropriate."

The request for an apartment dwelling complicates this previous interpretation, as technically an apartment dwelling can be used by any user group and is not commercial in nature. It is worth noting that this is not the intent of the developer though.

Section 3.2.4.3 does permit residential uses provided they are above or behind a commercial component. In this regard, it seems the intent of the Official Plan is to promote mixed used buildings, which combine residential and commercial uses all in a single structure.

The applicant has advised that their vision is to have a mandatory service package of 20 meals per month and share common areas between the two buildings. This appears to be a mixed-use approach, intermixing the commercial components of a retirement residence with residential aspects. However, rather than having it as two separated uses as envisioned in the Official Plan (ex. commercial on lower floor and residential above), they are hybridized into a single user base. This should be seen as meeting the intent of Section 3.2.4.3.

Section 3.2.1.2 of the Official Plan notes that the predominant use of land in a Commercial designation shall be for the selling of goods or services. This section also notes that residential uses may be appropriate provided they are compatible with the surrounding area. A retirement residence provides a service to the elderly and will be compatible with the surrounding development.

This development is set back quite significantly from Parry Sound Drive. Whether it is residential or commercial, the development would not function as a highway service type use as it would be accessed via College Drive, a local road. In this aspect, this property could be considered to be subject to the Medium Density Residential designation as Section 9.1 of the Official Plan notes boundaries are approximate unless bounded by railways, rivers, highways or other clear geographical barriers - these distinct features are not present. The Medium Density provisions affect the existing 107-unit retirement residence, and in this regard the subject proposal has many similarities. The built form, type of tenancy and vision remain quite similar.

The proposal fronts onto a year-round maintained municipal roadway and will be serviced by Town water and sewer services, further meeting the intent of the OP.

The property is adjacent to the Briggs Lake Provincially significant wetland and wetlands to the north. These constraints were previously evaluated, and development was deemed to be appropriate. The findings of these reports and the proposal today should remain relevant as the current application only modifies existing development

rights. The property permits C3 and retirement uses, and no new development interests are being granted as a result of this application.

A traffic study is not recommended as the property already has significant development rights. It does not appear that the current request has additional traffic strains than what is currently permissible.

Upon a review of the Official Plan, it seems the principal land use meets the overall intent of the document.

Zoning By-law:

The property is currently zoned S.P. 26.88, which permits a retirement residence and all the uses in the C3 zone. The C3 zone permits a wide variety of commercial uses. An apartment dwelling is not permitted.

A retirement residence differs from an apartment dwelling. Amongst other matters, a retirement residence shall provide meals to its inhabitants, permits shared bathrooms, and has common facilities for food consumption/preparation. The requirement for providing food and common eating areas ensures a certain form of tenancy, as if a building does not have individual kitchens it is unlikely to be used by the general public.

A request to permit an apartment building essentially means that any user group could make use of the building, as each unit has individual kitchens. This allowance combined with the request for reduced parking has caused land use concerns.

Adjustments to this application are necessary in order to avoid land use problems, make the applicant's request implementable and ensure good planning practices are followed.

One adjustment to this rezoning includes redefining retirement residence to note it is a building to be used for elderly people which **may** provide meals for its occupants.

Typically, a retirement residence **shall** provide meals, but since every unit has a kitchen this is not the developer's intention. If each unit has a kitchen, that means the tenants

will be able to cook for themselves, demonstrating a level of independence that likely means they will still be able to drive.

The reduced parking standard of 0.5 parking spaces per retirement/dwelling unit is therefore not appropriate.

Through conversations with the applicant, a compromise was reached of one space per retirement residence unit, and 1.15 spaces per apartment dwelling unit. Typically, the Zoning By-law requires and 0.33 per retirement residence bed and 1.25 spaces per dwelling unit for an apartment dwelling.

The applicant accepts this proposal. Ultimately, they noted that the last problem they desire is a parking shortage for their tenants, as that will make their product less marketable and therefore suffer.

Also related to parking is the amount of barrier free spots. Recent complaints to staff have requested more barrier free spots than the bare minimum for these types of uses. As per the current standard, only two barrier free spaces are required. The applicant has offered four spaces to meet this concern. The by-law has doubled the necessary amount of barrier free spots.

The reduced yard setbacks do not have a significant impact upon the application. The height of four storeys remains the same as current permissions.

Provincial Policy Statement (PPS):

The Provincial Policy Statement (PPS) is a document that provides policies to guide land use planning in the Province. All decisions of Council must be consistent with the PPS. A full review of the PPS has been completed and this section provides a review of the most applicable policies to the proposed Zoning By-law Amendment (ZBA) application.

Section 1.1 of the PPS provides growth management policies. Section 1.1.1 recognizes that healthy, livable and safe communities are sustained by promoting efficient

development and land use patterns, accommodating an appropriate range and mix of residential units, employment, institutional, recreation, park and open space and other uses to meet long-term needs.

The proposed ZBA would permit an apartment/retirement residence building that would make efficient use of lands within the Parry Sound settlement area and would enhance the mix of housing units in the community. Specifically, catering to older persons is an objective of the PPS.

The subject lands are considered to be within a Settlement Area. The Settlement Area policies in Section 1.1.3 notes these areas are to be the focus for growth and their vitality shall be promoted. This section also promotes increased densities, developing upon existing services and the wise use of lands. This application satisfies these criteria.

In accordance with Section 1.3, this application offers a mixture of employment and institutional uses as well. By offering a somewhat mixed-use development, it assists in creating a resilient and prepared community for all forms of housing demands.

Section 1.6.6 is satisfied as the development would proceed upon full municipal water and sewer services.

Section 2.1 requires an evaluation of any development adjacent to natural heritage features. Two environmental impact statements were submitted in 2013, and new development rights are not being created. It does not appear the proposal today would be impacted by the findings of these reports. Section 4.4.2.1 of the Natural Heritage Reference Manual permits planning authorities to tailor the requirement of an environmental impact statement if there are existing land use entitlements.

The application is consistent with the overall goals of the PPS because it assists in diversifying housing types.

Considerations:

A public meeting was held October 15, 2019. The applicant Bill Mardimae spoke in favour of the proposed application. He owns and operates the Gardens of Parry Sound and noted the history, success and demand for this type of building. He noted he wishes to scope the building for seniors, related the history of the property and wishes to clearly define the user base of the proposed building.

Keith Smith spoke of concerns of parking for barrier free spaces. He does not feel the provincial standards are adequate and as a current tenant of the Gardens of Parry Sound, does not want this shortage replicated. Providing the legal minimum of parking spaces is not an ideal situation for a complex with this user base. Although he's not opposed to the proposed project, he wants the Town to require a higher standard.

Neil Smiley of Fasken Martineau DuMoulin LLP submitted comments on behalf of Canadore College (Attachment 2). Their understanding of the request was outlined and noted the request for an apartment building with 0.5 parking spaces per unit was too permissive, as any user base can utilize that type of building. They are of the opinion that this reduction could lead to on-site parking shortages, leading to overflow onto their client's lands. Due to how permissive the requested amendment is, they do not feel the proposal represents good planning.

These concerns were shared by staff, and the by-law has been amended accordingly. The By-law is now one space per retirement residence unit and 1.15 per apartment unit, it specifically defines retirement residence as per the envisioned use and the amended application has agreement by the applicant and (without prejudice) Canadore's solicitor. No significant concerns were raised in the internal staff circulation.

Staff Recommendation

That approval be given to the zoning by-law amendment.

Advantages and/or Disadvantages of Recommendation:

- Represents a compromise between the applicant's request as well as the concerns of the staff/neighbouring property owners.

Alternatives:

1. Refuse the By-law;
2. Require more barrier-free spaces.

Cost/Financial Impact

n/a

Included in Current Budget:

n/a

Attachments:

Attachment 1 - Draft By-law

Attachment 2 - Opposed Submissions

CAO's Comments

Recommends Council Approval:

Yes

Recommends Council consider staff recommendation with the following comments:

The Corporation of the Town of Parry Sound

By-law 2019 - 6999

Being a By-law to amend By-law No. 2004-4653 (The Zoning By-law), as amended, for Z/19/14 - 12 College Drive (M2 Developments Inc./Gardens of Parry Sound)

Whereas the authority to pass this by-law is provided by Section 34 of the Planning Act, R.S.O. 1990, c P.13 and amendments hereto;

Whereas By-law 2004-4653 was enacted by the Corporation of the Town of Parry Sound to regulate land use within the Municipality;

And whereas the Council of the Corporation of the Town of Parry Sound deems it advisable to further amend By-law 2004-4653:

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. Schedule "A" and Section 26 – Special Provisions of By-law 2004-4653, as amended, is further amended for a property described as part of Part 1, Plan 42R-18846, Town of Parry Sound, District of Parry Sound, fronting on Parry Sound Drive, by replacing the existing Special Provision 26.88 (S.P. 26.88) zone. The lands to be rezoned are noted as Subject Property on Schedule "I", bounded by a dashed outline.
2. Section 26 "Special Provisions" of By-law No. 2004-4653, as amended, is hereby further amended by deleting the S.P. 26.88 text and replacing it with the following:

"S.P. 26.88

The lands affected are described as part of Part 1, Plan 42R18846, Town of Parry Sound, District of Parry Sound, fronting on Parry Sound Drive.

Despite Sections 3.R and 14.1 of By-law 2004-4653, as amended, for those lands described above, one of the following three uses shall be permitted on the subject property, either a 60 unit Retirement Residence, a 60 unit Retirement Residence -

The Corporation of the Town of Parry Sound

By-law 2019 - 6999

Special or a 60 unit Dwelling - Apartment. Specifically, for these lands, a Retirement Residence - Special shall be defined as:

"Retirement Residence - Special

Means a residence providing accommodation for retired persons or couples where each private bedroom or living unit has a separate private bathroom or shares a separate private bathroom with no more than one other unit and each private bedroom or living unit has a separate entrance from a common hall, but where common facilities for the preparation and consumption of food may be provided and common lounges, recreation rooms, medical care facilities and other personal services for the residents may also be provided."

Despite the "Apartment Dwelling, Retirement Residence" provisions of Section 8.2 of By-law 2004-4653, as amended, for those lands described above, a Retirement Residence or a Retirement Residence - Special shall be subject to each unit having a maximum of two bedrooms, a reduced easterly interior side yard of 0.5 metres, and a maximum height of four storeys.

Despite the "Apartment Dwelling, Retirement Residence" provisions of Section 8.2 of By-law 2004-4653, as amended, for those lands described above, a Dwelling - Apartment shall be subject to a reduced easterly interior side yard of 0.5 metres, and a maximum height of four storeys.

Despite Section 4.31 - Parking Requirements of By-law 2004-4653, as amended, for those lands described above, a parking requirement of 1 parking space per Retirement Residence - Special unit applies.

Despite Section 4.31 - Parking Requirements of By-law 2004-4653, as amended, for those lands described above a parking requirement of 1.15 parking spaces per Dwelling - Apartment unit applies.

The Corporation of the Town of Parry Sound

By-law 2019 - 6999

Despite Section 4.30 (n), two barrier-free parking spaces shall be provided for every 30 standard parking spaces for any Retirement Residence, Retirement Residence - Special or Dwelling - Apartment on the subject lands.

A Retirement Residence - Special, Retirement Residence or a Dwelling - Apartment shall be subject to the "Apartment Dwelling, Retirement Residence" provisions of Section 8.2 of By-law 2004-4653, as amended, in all other regards.

Except as noted above, all other uses and provisions of the C3 zone and By-law 2004-4653, as amended, shall continue to apply. Full parking requirements shall apply to any other use other than as described in this Special Provision zone."

3. Schedule I attached hereto is hereby made part of this By-law.
4. This By-law shall come into force and take effect upon the final passing thereof pursuant to Section 34 (21) and (30) of The Planning Act, R.S.O. 1990, c. P.13, as amended.

READ a FIRST time this 3rd day of December, 2019

Mayor Jamie McGarvey

Clerk Rebecca Johnson

READ a SECOND and THIRD time, PASSED, SIGNED and SEALED

this 3rd day of December, 2019.

Mayor Jamie McGarvey

Clerk Rebecca Johnson

Schedule "I"



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October 11, 2019

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Council of the Town of Parry Sound
Town of Parry Sound
52 Seguin Street
Parry Sound, ON
P2A 1B4

Attention: Ms. Rebecca Johnson, Clerk

Dear Ms. Johnson

**RE 12 College Drive, Parry Sound (the “Subject Site”)
M2 Developments Inc. (the “Applicant’s”)
Town Rezoning Application File No. Z/19/14
Public Hearing - Tuesday October 15, 2019**

We represent Canadore College of Applied Arts and Technology (“**Canadore College**”) with regards to land use planning matters relating to their property at 1 College Drive in the Town of Parry Sound, Ontario (the “**College’s Property**”). Canadore College is located directly south of the proposed development application.

We are responding to the above mentioned Applicant’s Zoning By-law amendment application No. Z/19/14 (the “**Application**”) where the applicant is requesting to amend the existing S.P.26.88 zone that applies to its lands. The Applicant is seeking by way of the proposed amendment to expand the use of the Subject Site by allowing an additional use (not presently permitted under S.P.26.88) of a 4 storey “Apartment Dwelling”. It also requires relief from the current zoning standards, specifically to reduce easterly and rear setbacks, and a reduced parking standard to recognize a total of 30 parking spaces for 60 dwelling units. The Application does not disclose how many parking spaces would be required for 60 dwelling units in an Apartment Dwelling. Based on the Town’s parking standard for Apartment Dwellings of 1.25 spaces per dwelling unit, we believe that the required parking would be 75 spaces. The proposed development will provide 30 spaces, 14 parking spaces on the Subject Property and the remaining 16 parking spaces on the adjacent property.

We believe that the Applicant seeks the proposed amendment to provide flexibility to permit a different type of retirement living on the Subject Site, not specifically permitted in a Retirement Residence, which use is permitted on the Subject Site and the adjacent property to the east. While we are not aware of their business plan/model, we believe that they are seeking to



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accommodate elderly retirement age residents who wish to live with more independence, where they have the option to consume (and possibly prepare) its meals within its retirement units, with less reliance on communal services. The definition of “Retirement Residence” in the Parry Sound Zoning By-law is limiting as it only allows the preparation and consumption of food in common facilities, such that independent kitchens are not permitted to form part of the dwelling unit itself. This limiting factor in many ways ensures that the dwelling units in a Retirement Residence are essentially far more passively used and do not operate as stand-alone family unit homes where meals are prepared and consumed independently.

The proposed rezoning is to permit an “Apartment Dwelling” as an additional use of the Subject Site. An “Apartment Dwelling” is a detached building which contains 5 or more dwelling units, and “Dwelling Unit” means more than one or more habitable rooms designed for use by and occupied by not more than one household in which sanitary and sleeping facilities and only one separate kitchen are provided for the exclusive use of such household with a private entrance from outside of the building or from a common hallway or stairway inside the building.

In our respectful submission, allowing the proposed “Apartment Dwelling” use on the Subject Site will be too permissive, as it is not limited to a building used for retirement living. Without proper safeguards and more restrictive zoning, the “Apartment Dwelling” zoning would create a situation where a far more intensive use/reuse could be employed. Given what we understand is a potential shortage and demand for low cost rental housing in Parry Sound, we would anticipate market pressures for the use of the Subject Site for types of dwelling units that do not reflect the more passive retirement living use which is currently permitted.

To allow a use that is not limited/restricted to a retirement living environment will cause parking issues on the Subject Site and in the adjacent area. The parking rate for a Retirement Residence is one (1) space for every three (3) beds. Accordingly, a 60 bed retirement residence would require 20 parking spaces. The parking rate for an Apartment Dwelling is 1.25 spaces per dwelling unit, 15% of which shall be dedicated as visitor parking or 1 space per dwelling unit if located in the Business Improvement Area or a Commercial (C1) Zone Apartment Dwelling. Accordingly a 60 unit Apartment Dwelling could generate a need for 75 parking spaces (vs the 30 being proposed). With no limits as to how the proposed building is to be used, if the building is ultimately used as a traditional Apartment Dwelling, it could result in excess parking that cannot be accommodated on the Subject Site. The Subject Site has limited area to accommodate parking, evidenced by 16 spaces needing to be accommodated on the adjacent property and which spaces will need to be secured through agreement. It is our client’s concern that any additional demand for parking that cannot be accommodated on the Subject Site and on the adjacent easement lands will overflow onto College Park Drive or onto the College’s Property.

We believe that the proposed Apartment Dwelling use is too permissive to allow the type of retirement living that is being considered. Without specifically restricting independent kitchens in the Dwelling Units in the definition of “Apartment Dwelling”, the Zoning By-law will provide too much flexibility and be prone to abuse, by permitting traditional apartment or other independent style residential uses. The resulting parking demand from such expanded uses cannot be supported, particularly where the Zoning By-law would require some 75 spaces for

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such Apartment Dwelling use and not the 30 that are being proposed. In our respective opinion, the proposed apartment use, with its limited parking (both by deficient on-site parking and parking not on the site itself), demonstrates that the proposed development represents the over development of the Subject Property. We are not of the view that the present proposal represents good planning.

We would respectfully request that the matter be adjourned such that a decision not be made by Town Council on Tuesday October 15th, so these concerns may be further addressed, failing which we would ask that the Application be denied in its present form.

Please provide us with notice of any future proceedings in connection with this mater.

Sincerely

FASKEN MARTINEAU DuMOULIN LLP



Neil M. Smiley
Partner

cc. Taylor Elgie, Manager of Building and Planning Services
Canadaore College

The Corporation of The Town of Parry Sound

By-law 2019 - 7000

Being a By-law to confirm the proceedings of Council.

Whereas Council of the Corporation of the Town of Parry Sound wishes to confirm the proceedings of its Regular Meeting of December 3, 2019.

Now Therefore The Council Of The Corporation Of The Town Of Parry Sound Enacts As Follows:

1. The actions of the Council at its Regular meeting of December 3, 2019 in respect to each resolution and each action passed and taken by Council at the meetings, except where the prior approval of the Local Planning Appeal Tribunal is required, is hereby adopted, ratified and confirmed.
2. The Mayor, or in his/her absence the presiding officer of Council, and the proper officials of the municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required; and, except where otherwise provided, the Mayor, or in his/her absence the presiding officer, and the Clerk, or in her/his absence the Deputy Clerk, are hereby directed to execute all documents and to affix the corporate seal of the municipality to all such documents.

Read a First time this 3rd Day of December, 2019

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk

Read a Second and Third time, Passed, Signed and Sealed this 3rd Day of Decemberr 2019.

Jamie McGarvey, Mayor

Rebecca Johnson, Clerk