



AGENDA
Regular Meeting of Council
of the City of Kenora

Tuesday, July 16, 2024, 5:00 p.m.
City Hall Council Chambers

Pages

- 1. Call to Order**
- 2. Land Acknowledgment**
- Councillor Manson
- 3. Public Information Notices**
As required under Notice By-law #160-2022, the public is advised of Council's intention to adopt the following at today's meeting:

-Amend the Utility Budget increasing the 2024 Sewer and Water rehabilitation program budget by \$470,000, from \$2,830,000 to \$3,300,000 and increasing the 2024 Delta to Wye Transformer program budget by \$30,000 from \$51,250 to \$81,250 to be funded by unspent Capital Projects from the 2023 Water and Wastewater Rehabilitation Program and the 2023 Delta to Wye Transformer program budget

- Amend the 2024 Capital Budget in the amount of \$60,000 to increase the 2024 Storm Sewer Collection program budget from \$260,000 to \$320,000 funded through the Storm Sewer Reserves
- 4. Declaration of Pecuniary Interest and the General Nature Thereof**
Any Members of Council to declare any Pecuniary Interest and the General Nature Thereof pertaining to any items as follows:
 1. On today's agenda or from a previous meeting;
 2. From a meeting at which a Member was not in Attendance
- 5. Confirmation of Previous Council Minutes**
- June 18, 2024 Regular Council Meeting

- June 19, 2024 Special Council Meeting
- 6. Presentations/Deputations**
 - 6.1 Andrew Covello, Gary Armstrong and John McDougall, Synergy North**
 - 6.2 Jamie Hilland, Urban Systems, Active Transportation Plan**

6.3	Steve Woolrich, Community Safety Practitioner	
6.4	Cindy Johnson & Jill Hager - Women's Hockey	
6.5	Greg Breen, Director of Engineering & Infrastructure, Capital Works Update	
7.	Consent Agenda	4
	- Flag Protocol Policy CC-11-1	
	- Water & Wastewater Monthly Summary - May 2024	
8.	Additions to Agenda (urgent only)	
8.1	Budget Amendment - Utility Budgets	16
8.2	Budget Amendment - Storm Water Collection Program	18
9.	Appointments	
	- None	
10.	Reports from Committee of the Whole	
10.1	Discharge of Fireworks	
10.2	Discharge of Fireworks Set Fines	
10.3	Fire & Emergency Services Levels of Service	
10.4	Rural Community Immigration Pilot	
10.5	2024 Insurance Renewal	
11.	Housekeeping Reports	
11.1	Private Road Agreement - Niiwin Wendaanimok Management Inc.	20
11.2	Transient Accommodation Tax Agreement – Kenora Hospitality Alliance	21
11.3	Advocacy for a Better Health Care System	35
11.4	Northwest Business Centre Funding Agreement	37
12.	Tenders	
	- None	
13.	By-Laws	
	Council will give three readings to the following by-laws:	
	- Confirmatory	
	- Flag Policy # CC-11-1	
	- Budget Amendment - Utility budget	
	- Budget Amendment - Storm Sewer	
	- Discharge of Fireworks	

- Amendment to Open Air Burning Bylaw #71-2016
- Amendment to Noise Bylaw #122-2021
- Amendment to Parks bylaw #34-2015
- Private Road Agreement - Niiwin Wendaanimok Management Inc.
- Transient Accommodation Tax Agreement - Kenora Hospitality Alliance
- Northwest Business Centre Funding Agreement

14. Notices of Motion

14.1 Councillor Van Belleghem - 7 day work week 38

14.2 Councillor Koch - Menstrual Products at Kenora Jail 39

15. Proclamations

- None

16. Announcements (non-action)

17. Adjourn to a Closed Session

That pursuant to Section 239 of the Municipal Act, 2001, as amended, authorization for Council to move into a Closed Session to discuss items pertaining to the following:-

- Educating & Training Members of Council (2 matters - CAO & Mayor update)

18. Adjourn Meeting

July 16, 2024

Housekeeping Council Briefing

(direct to Council – does not appear at COW)

Agenda Item Title: 2024 Water & Wastewater Systems Monthly Summary Report–May

Background Information:

The Water and Wastewater Division will be providing Council with Water and Wastewater Systems Summary Reports, on a monthly basis.

The purpose of the Report is to provide Council with an understanding of how the City’s water and wastewater systems operate and are maintained. Data will be collected at the end of each month and presented to Council for acceptance, see attached.

Due to the diversity of the City’s electrician’s work, a summary of their work is now included in an additional section, 5.0 Electrical Work, beginning in April 2021.

The Operations and Infrastructure Department recommends that Council accept the 2024 Water and Wastewater Systems Monthly Summary Report for May.

Resolution for Council:

That Council of the City of Kenora hereby accepts the May 2024 Kenora Water and Wastewater Systems Monthly Summary Report, as prepared by City administration.

Budget: N/A

Risk Analysis:

The risk level is low to moderate. The monthly reporting is standard practice for transparency purposes, and an opportunity to further Council’s understanding of the Division’s monthly budgeting. No mitigating strategies are required.

Communication Plan /Notice By-law Requirements: Resolution required

Strategic Plan or another Guiding Document:

Strategic Plan Focus Area 1 – Infrastructure and Environment

Goal 1.1 Position Kenora for Growth through Proactive Infrastructure Planning

Goal 1.2 Ensure Well Maintained and Sustainably Financed City Infrastructure

Briefing By: Greg Breen, Director of Engineering & Infrastructure

Bylaw Required: No

CITY OF KENORA

**Monthly Summary Report
Water & Wastewater Systems**

May 2024

Prepared by: Mike Derouard, Water and Wastewater Division Lead
Ryan Peterson, Water Treatment Plant
Darryl Wilson, Wastewater Treatment Plant
Marc Prefontaine, Head Electrician

1.0 Introduction

This report contains the major maintenance activities and operational events that occurred during the month of May 2024 at the Kenora Area Water Treatment Plant, Kenora Wastewater Treatment Plant, Water Distribution System and Wastewater Collection System. This information report has been prepared for Council to better understand how the systems operate and are maintained on a monthly basis.

2.0 Water Treatment Plant

2.1 Monthly Flow and Operating Data – See Schedule “A”

2.2 Weekly Bacteriological Samples

1 Raw, 1 Treated and 6 Distribution for a total of eight (8) samples are taken on a weekly basis.

Sampling was conducted on the following dates:

- May 6th
- May 13th
- May 21st
- May 27th

All routine samples tested were within regulated parameters.

2.3 Maintenance

- Greased highlift #3 motor.
- Rebuilt emergency solenoid on highlift #1 check valve.
- Exercised valves at Norman and Zone 3 boosters.
- Replaced peristaltic tube on polymer pump #1.
- Installed rebuilt pumps at Brinkman and Zone 4 boosters.

2.4 Training

- Operators attended two Walkerton CEU courses.
- OWWA/WEAO Conference

2.5 Water Quality Complaints

- There was one water quality complaint in May. A resident reported cloudy water and sediment coming from their tap. The report coincided with a watermain repair that had happened in the area. The resident was informed of the repair and that it was not unusual for temporary colored water to occur when distribution valves are operated.

2.6 Other Information

- Distribution chlorine residuals were collected on a weekly basis.
- Operators began measuring filter bed expansion at varying backwash rates.
- Bacteriological samples were collected for summer service turn-ons.

3.0 Water Distribution System and Wastewater Collection System

3.1 Maintenance

3.1.1. Water Distribution

- Repaired water main on the corner of Mellick Ave & Rabbit Lake Road.
- Repaired copper service on Eighth Street North
- Replaced hydrant valve on First Ave South
- Replaced main valve on First Ave South.
- Oversaw contractors for water line repair on Park Street temporary water line.
- Turned on water services for the Kenora Golf and Country Club.
- Turned on summer services for Coney Island, Anicinabe Park, Keewatin and ball fields.
- Repaired various water leaks on Coney Island.
- Lowered various service box tops.
- Started Uni-directional Flushing Program.
- Cleaning of water valves for Flushing Program.
- Seventy-one (71) locates for Ontario One Call.
- Monthly water meter reads and repairs.
- Nineteen (19) water turn on for season.
- Ten (10) water off/on for repairs.
- Sixty (60) water deliveries.
- Two (2) service calls for high water consumption.

3.1.2. Wastewater Collection

- Worked on Coney Island Lift Station.
- Worked on Bypass at Wastewater Treatment Plant.
- Four (4) calls for sewer rodding.
- One (1) service call for a grinder pump.
- Flushing of sewer mains.
- Sewer lift station checks and maintenance.
- Cleaning of sewer lift stations.
- Seventy-one (71) locates for Ontario One Call.
- Responded to various station alarms.

3.1.3. Water Thaws:

	May 2023	May 2024
City	0	0
Private	0	0

3.2 Training

- Walkerton Training was held at the Fire Hall:
 - Mandatory Course.
 - Safe Drinking Water Act & Related Regulations.

3.3 Boil Water Advisory(s) – 2024

In response to the provincial water main disinfection requirements in our license and permit, the City will implement a Precautionary Boil Water Advisory when an airgap cannot be maintained during a watermain repair process. This is to ensure and to maintain acceptable water quality throughout the distribution system. These Precautionary Boil Water Advisories are not an indication of an adverse water quality incident that would normally require the NWHU approval to rescind the advisory.

- There were five (5) boil water advisories to report for May:
 - Airport road (low pressure event).
 - Park Street (construction Project).
 - Coney Island (turning on summer service).
 - Anicinabe Park (turning on summer service).
 - Keewatin (turning on summer service).

3.4 Other Information

- No other information to report for May.

4.0 Wastewater Treatment Plant

4.1 Monthly Flows & Operating Data – See Schedule “B”

4.2 Samples

4.2.1. **Monthly** – Laboratory Results from the Complete Analyses of Treated Effluent and Raw Sewage Samples sent out on May 13, 2024, as per the Certificate of Approval’s (COA’s) monitoring and recording requirements are:

- a. Raw Sewage – Total BOD₅ (biological oxygen demand): 122 [mg/L]
- b. Final Treatment Effluent – Total CBOD₅ (carbonaceous biological oxygen demand): 7.2 [mg/L] – limit is 25 [mg/L].
- c. Raw Sewage – Total Suspended Solids: 171 [mg/L].
- d. Final Treated Effluent – Total Suspended Solids: 6.8 [mg/L] – limit is 25 [mg/L].

4.2.2. **Weekly** – Laboratory Results on the weekly samples of final treated effluent sent on May 6, 13, 20, and 27 for E. Coli are:

- a. Geometric Means of the samples in April was 1.00 organisms/100mL.
- b. Geometric Means Limit as per Certificate of Approval is 200 organisms/100mL.

In summary, raw sewage enters the plant with E. Coli counts of approximately 3 million organisms/100 mL and effluent leaves the plant with a geometric mean of 1.00 organisms/100 mL, which is within the COA's limit of 200 organisms/100 mL. Plant final effluent CBOD was 7.2 p.p.m., and final effluent T.S.S. was 6.8 p.p.m., both well within the C of A requirements.

4.3 Maintenance

- 4.3.1. Biosolids dewatering press maintenance (clean and grease) in the 700 building.
- 4.3.2. Greased digester blowers electric motors.
- 4.3.3. Greased lobe pumps electric motors.
- 4.3.4. Replaced Return Activated Sludge (RAS) valves and repaired RAS pipe.
- 4.3.5. All fall arrest equipment was inspected and certified.
- 4.3.6. Greased bar screen, grit cleaning mechanism, and organic return.

4.4 Training

- Confined Space Entry Training.
- Take No Chances Towing a Trailer Training.
- AWWA/WEAO Conference.

4.5 Other Information

- 4.5.1 Workplace inspections were conducted on May 29, 2024.

5.0 Electrical Work

The Water /Wastewater Division employs two on staff electricians. Due to the number of sewage pumping stations and grinder pumps that we operate, there are a significant number of electrical repairs and ongoing maintenance that require attention on a daily and weekly basis. In addition, the electricians provide support to other municipal services as time permits. This information is provided to Council to understand the service provided to all departments.

5.1 Wastewater Pumping Stations

- Maintenance, troubleshooting and repairs.
- ESA deficiencies rectified.
- Lift Pump replacements.
- Delta to Wye Electrical Upgrades – Ongoing electrical support.
- Crawford Station – Replaced failed power supply on security cameras.
- Sultana Station – Repaired/replaced vandalized security cameras.

5.2 Wastewater Treatment Plant

- Plant electrical maintenance and repairs.
- ESA Deficiencies rectified.

- Instrument Calibrations – Tested dissolved oxygen sensors. Replaced oxygen sensor caps.
- Press #1 – Troubleshoot and repaired loss of control power. Replaced phase failure relay assembly.
- SCADA UPS – UPS found to have failed during routine generator test. Replaced unit with temporary UPS until new one arrives.
- UV Room – Ran conduit, device boxes, and wiring to feed new sampling unit.

5.3 Water Treatment Plant

- Plant electrical maintenance and repairs.
- ESA deficiencies rectified.
- Clarifier – Installed conduit, device boxes, and ran new feed for analyzer.
- Plant Generator – Live power failure testing to prove proper operation and transfer to emergency power.
- High Lift Pump – VFD troubleshooting and repairs.

5.4 Booster/Water Dispenser Stations/Waterworks

- Maintenance and repairs on water dispensing units at both Evergreen and Rabbit Lake.
- ESA deficiencies rectified.
- Serviced and repaired card readers.
- Norman Booster Station – MCC upgrade electrical support.

5.5 Operations Building

- Electrical maintenance and repairs.
- ESA deficiencies rectified.
- Second Floor Office Renovations – Electrical support.

5.6 Waste Transfer Facility

- Electrical maintenance and repairs.
- ESA Deficiencies rectified.

5.7 Facilities

- Electrical maintenance at City Hall, Kenora and Keewatin Recreation Centre's, Libraries, Museum, and Arts Centre.
- ESA deficiencies rectified.
- City Hall – Repaired and replaced lights.
- Parkade – Electrical panel enclosure was broken into. Assessed damage and repaired as needed.
- Pavillion – Repaired and replaced receptacles as requested.

- Arts Centre Kitchen – Checked kitchen counter receptacles for proper installation and voltage. Found to be within specs.
- Keewatin Library – Knob and tube wiring found in attic. Entered attic and tested all knob and tube runs and connections. All were previously abandoned and de-energized.
- MCL Rec Centre – Repaired and replaced ballasts and lights.

5.8 Firehall(s)

- ESA deficiencies rectified.
- Station #1 - Replaced failed exit sign.
- Station #1 Custodial Rooms - Installed GFCI receptacles.
- Station #2 - Replaced broken rear man door light with LED motion sensing light.

5.9 Parks/Cemetery

- ESA deficiencies rectified.
- Green Belt Irrigation Pump - Troubleshoot pump with Kipper Mechanical.
- Norman Park - Overhead electrical service damaged and hanging dangerously low. Shut down the area for safety and worked with Synergy North to repair.
- J.M. Ballfield Men’s Washroom - Removed failed fixture and replaced with LED.
- Anicinabe Park - Replaced float in lower Pumping Station.
- McLeod Park – Repaired and replaced damaged feed wiring to spotlights

6.0 Traffic Signals/Streetlights

- Electrical maintenance, troubleshooting, repairs, and monitoring.

6.1 Locates

- Located and marked City underground electrical infrastructure.
- Emergency locates for Sewer and Water digs.

6.2 Grinder Pumps

- Wiring and initial setup of new pumps and floats.
- Maintenance and repairs of some of the 300+ in use throughout the City.

Schedule "A"

**Water Systems Flow and Operating Data
Monthly Summary Report - 2024**

Water Plant Flows	Units	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<u>Raw Water Flow</u>														
Total Raw Water Flow	m ³ /month	203949	194493	214480	199551	183638								996111
Maximum Daily Raw Water Flow	m ³ /day	7456	7623	7503	7700	8329								38611
Minimum Daily Raw Water Flow	m ³ /day	6001	5957	6503	5733	4761								28955
Average Daily Raw Water Flow	m ³ /day	6579	6946	6919	6652	5924								33020
Maximum Daily Instantaneous Raw Water Flow	m ³ /day	11768	16260	21652	16851	20891								87422
<u>Treated Water Flow</u>														
Total Treated Water Flow	m ³ /month	200496	190544	209693	194086	178751								973570
Maximum Daily Treated Water Flow	m ³ /day	7337	7447	7311	7369	7951								37415
Minimum Daily Treated Water Flow	m ³ /day	5792	5949	6192	5566	4748								28247
Average Daily Treated Water Flow	m ³ /day	6468	6805	6764	6470	5766								32273
Plant Meter Reading	m ³ /month	3017	2871	3098	2940	3056								
Compensated Total Treated Water Flow	m ³ /month	197479	187673	206595	191146	175695								958588
Samples														
<u>Weekly Bacteriological</u>														
Number of Raw Samples Taken		5	4	4	5	4								22
Number of Treated Samples Taken		5	4	4	5	4								22
Number of Distribution Samples Taken		30	24	24	30	24								132
<u>Boil Water Advisory Bacteriological</u>														
Number Taken		0	0	0	0	24								24
Adverse Water Quality Incidents		0	0	0	0	0								0
WTP Callouts		4	3	3	2	10								22
Water Thaws	City	0	0	0	0	0								0
	Private	4	1	0	0	0								5
	Total	4	1	0	0	0								5

Schedule "A"

**Water Systems Flow and Operating Data
Monthly Summary Report - 2023**

Water Plant Flows	Units	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<u>Raw Water Flow</u>														
Total Raw Water Flow	m ³ /month	200397	188744	212663	199721	207444	215010	217248	217263	179412	179298	178259	188811	2384270
Maximum Daily Raw Water Flow	m ³ /day	7050	7876	7676	7936	8927	8429	12278	8045	7521	6722	6781	6840	96081
Minimum Daily Raw Water Flow	m ³ /day	5279	5939	6278	5574	5851	6326	2219	5995	4443	5183	5098	5089	63274
Average Daily Raw Water Flow	m ³ /day	6464	6741	6860	6657	6692	7167	7008	7008	5980	5784	5942	6091	78394
Maximum Daily Instantaneous Raw Water Flow	m ³ /day	19804	19564	19541	19740	19956	19086	12819	18684	21878	17741	17473	21570	227856
<u>Treated Water Flow</u>														
Total Treated Water Flow	m ³ /month	196318	185129	212836	192874	200695	209886	211658	213388	176088	176851	175281	186298	2337302
Maximum Daily Treated Water Flow	m ³ /day	7058	7791	7632	7602	8204	8196	12170	7577	6703	6561	6535	6745	92774
Minimum Daily Treated Water Flow	m ³ /day	5306	5626	6277	5409	5587	6135	2476	5753	4530	5054	5044	4816	62013
Average Daily Treated Water Flow	m ³ /day	6333	6612	6866	6429	6474	6996	6828	6883	5870	5705	5843	6010	76849
Plant Meter Reading	m ³ /month	5513	5131	6036	4775	3476	2993	3375	3220	3220	3026	2777	2920	
Compensated Total Treated Water Flow	m ³ /month	190805	179998	206800	188099	197219	206893	208283	214043	172868	173825	166807	183378	2289018
Samples														
<u>Weekly Bacteriological</u>														
Number of Raw Samples Taken		5	4	4	4	5	4	5	4	4	5	4	4	52
Number of Treated Samples Taken		5	4	4	4	5	4	5	4	4	5	4	4	52
Number of Distribution Samples Taken		30	24	24	24	30	24	30	24	24	30	24	24	312
<u>Boil Water Advisory Bacteriological</u>														
Number Taken		6	6	8	8	18	10	0	10	21	0	0	0	87
Adverse Water Quality Incidents		0	0	0	0	0	1	0	0	7	0	0	0	8
WTP Callouts		3	1	0	1	8	5	4	10	4	5	0	6	47
Water Thaws	City	0	0	0	0	0	0	0	0	0	0	0	0	0
	Private	0	2	1	0	0	0	0	0	0	0	0	0	3
	Total	0	2	1	0	0	0	0	0	0	0	0	0	3

Schedule "B"

Wastewater Systems Flow & Operating Data Monthly Summary Report - 2024

Wastewater Plant Flows		January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<u>Influent Flow</u>														
Total Influent Flow	m ³ /mon.	178,028	175,556	190,254	211,331	291,666								1,046,835
Maximum Daily Influent Flow	m ³ /day	6,159	9,390	8,125	7,627	15,076								46,377
Minimum Daily Influent Flow	m ³ /day	5,239	5,416	5,530	6,029	7,176								29,390
Average Daily Influent Flow	m ³ /day	5,743	6,054	6,137	7,044	9,409								34,387
<u>Effluent Flow</u>														
Total Effluent Flow	m ³ /mon.	181,953	179,603	191,612	210,193	286,714								1,050,075
Average Daily Flow	m ³ /day	5,869	6,193	6,181	7,006	9,249								34,498
<u>Samples</u>														
<u>Weekly Bacteriological --ALS Labs</u>														
Number of Raw Samples Taken		5	4	4	1	1								15
Number of Treated Samples Taken		5	4	4	5	4								22
Geometric Means (Bacti Samples)		2.89	2.34	1	1.58	1								8.81
Sludge Hauled to Landfill	m ³ /mon	262.2	239.4	262.2	250.8	262.2								1276.8
<u>Callouts</u>														
		2	1	1	2	4								10

Schedule "B"

Wastewater Systems Flow & Operating Data Monthly Summary Report - 2023

Wastewater Plant Flows		January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
<u>Influent Flow</u>														
Total Influent Flow	m ³ /mon.	174,152	157,653	179,069	249,127	245,120	201,027	202,695	193,682	173,134	185,965	209,301	189,242	2,360,167
Maximum Daily Influent Flow	m ³ /day	6,050	6,042	6,395	11,871	9,705	8,062	7,020	7,619	6,614	7,199	8,905	7,646	93,128
Minimum Daily Influent Flow	m ³ /day	4,953	4,868	5,015	5,835	6,811	6,113	5,949	5,779	5,450	5,438	5,721	5,632	67,564
Average Daily Influent Flow	m ³ /day	5,618	5,630	5,776	8,304	7,907	6,701	6,539	6,248	5,771	5,999	6,977	6,105	77,575
<u>Effluent Flow</u>														
Total Effluent Flow	m ³ /mon.	175,611	159,915	178,533	246,969	239,252	203,661	209,607	199,909	177,508	190,981	215,692	194,344	2,391,982
Average Daily Flow	m ³ /day	5,664	5,711	5,759	8,232	7,718	6,789	6,762	6,449	5,917	6,161	7,190	6,269	78,621
<u>Samples</u>														
<u>Weekly Bacteriological --ALS Labs</u>														
Number of Raw Samples Taken		1	1	1	1	1	1	1	1	1	1	1	1	12
Number of Treated Samples Taken		5	4	4	4	5	4	5	5	4	5	4	4	53
Geometric Means (Bacti Samples)		1.82	2.11	3.76	10.62	4.57	1.78	10.78	1.58	4.99	4.96	15.98	1	63.95
Sludge Hauled to Landfill	m ³ /mon	239.4	216.6	239.4	228	273.6	274	171	194	205	233	251	217	2742
<u>Callouts</u>														
		2	1	1	0	0	1	2	1	1	2	0	1	12

July 16, 2024

City Council Committee Report

To: Kyle Attanasio, CAO

**Fr: Greg Breen, Director, Engineering & Infrastructure
Dave Mellor, General Manager, Engineering
Bill Mundy, General Manager, Utilities**

Re: Budget Amendment – Utility Budget Amendments

Recommendation:

That Council hereby approves a Utility Budget amendment increasing the 2024 Sewer and Water rehabilitation program budget by \$470,000, from \$2,830,000 to \$3,300,000 and increasing the 2024 Delta to Wye Transformer program budget by \$30,000 from \$51,250 to \$81,250 to be funded by unspent Capital Projects from the 2023 Water and Wastewater Rehabilitation Program and the 2023 Delta to Wye Transformer program budget; and further

That in accordance with Public Notices By-law Number 160-2022, public notice is hereby given that Council intends to amend its 2024 Utility Budget at its July 16, 2024 meeting for this purpose; and further

That Council gives three readings to a by-law to amend the 2024 Utility Budget for this purpose.

Background:

Sewer and Water Rehabilitation:

The 2024 Utility Budget allocated \$2,830,000 to the water and wastewater rehabilitation program to replace infrastructure on Park Street, Mikado Avenue, and Preston Street. Titan Contractors was awarded the project for \$2,639,467. However, an additional \$470,000 in funding is forecast as required to overcome the difficulty being experienced in rock breaking on the project.

Both Park Street and Mikado Avenue had water and wastewater mains located adjacent to one another in shallow bedrock trenches. Provincial regulations require the separation of these mains during rehabilitation to prevent potential for cross-contamination of water piping from nearby sewer piping over the service life of the system.

During the design phase, the Engineering Department conducted bedrock location and depth drilling exploration on Park Street and Mikado Avenue to determine optimal locations for the replacement mains. The removal of additional rock was known and included in the work scope estimate for these projects, but the rock has proven to be much harder than was anticipated and rock breaking is taking longer than expected.

Contracts awarded in 2023 for Sewer and Water rehabilitation totaled approximately \$600,000 less than budget. Of that, Administration is recommending \$470,000 to be

allocated to cover the 2024 additional costs, with the remainder being returned to the Water and Wastewater reserve.

Prior to administration's submission of this budget amendment, design changes were implemented to reduce project costs to the extent possible including raising the mains to the minimum separation and burial depth to the regulated minimums.

Delta to Wye Transformer Conversion:

The 2024 Utility Budget allocated \$51,250 for the continuation of replacing Delta-style Transformers with Wye-style Transformers at the City's Sewer Lift stations to provide grounding connections of electrical components, minimizing calls for faults.

Pricing received for the 2024 work is being received for multiple optional locations due to pricing over budget, but the minimum received to-date is for the Valley Drive location at approximately \$67,250, including 15% contingency.

The 2023 Utility Budget allocated \$50,000 to this work, however only \$19,726.18 was required to complete the Matheson St location.

Administration is recommending that \$30,000 of the remaining 2023 budget be reallocated to 2024 to allow work to proceed.

Budget: Additional 2024 Utility Budget Amount: \$500,000. Funded by the remaining 2023 Utility Budget amounts.

Risk Analysis:

The risk associated with this report is medium. This budget amendment is required to continue and complete with the work intended. Should Council not proceed with the amendment, staff would need to reduce the 2024 work scope by removing Preston St and pausing on the Delta-Wye conversion work until 2025.

Communication Plan/Notice By-law Requirements: By-Law & Public notice required

Strategic Plan or Other Guiding Document:

Strategic Plan Focus Area 1 – Infrastructure and Environment

Goal 1.2 Ensure Well Maintained and Sustainably Financed City Infrastructure



July 16, 2024

City Council Committee Report

To: Kyle Attanasio, CAO

**Fr: Greg Breen, Director, Engineering & Infrastructure
David Mellor, General Manager, Engineering**

Re: Budget Amendment – Storm Water Collection Program

Recommendation:

That Council hereby approves an amendment to the 2024 Capital Budget in the amount of \$60,000 to increase the 2024 Storm Sewer Collection program budget from \$260,000 to \$320,000 funded through the Storm Sewer Reserves; and further

That in accordance with Public Notices By-law Number 160-2022, public notice is hereby given that Council intends to amend its 2024 Capital Budget at its July 16, 2024, meeting for this purpose; and further

That Council gives three readings to a by-law to amend the 2024 Capital Budget for this purpose.

Background:

The 2024 Capital Budget allocated \$260,000 for the relining of storm water infrastructure in the 6th Street N area, North of the CP Rail tracks. This area was put forward in the 2024 Capital Budget because other nearby piping, of similar age and buried in similar material, had failed in previous years. It was anticipated that this piping would be of similar condition and require relining.

The next storm water piping priority put forward in the 2024 Capital Budget was storm water piping Keewatin, noting at the time of budget preparation, CCTV inspection work in 2023 was still to be completed.

When the CCTV inspection of storm piping was completed in late 2023, footage for the 6th Street N storm mains showed the piping condition to be much better than expected.

The inspection also included the cleaning and inspection of a section piping on Main St Rideout that had been previously inspected in 2020, but at that time was too full of grit to actually view pipe condition. Now cleaned, the 86m section of storm piping is seen to be severely corroded, with over 50% of the bottom of pipe worn away along its length.

In June of 2024, heavy rainfall flowing through this piping, and able to pass through the bottom of the piping, lead to the formation of a sinkhole, damaging the sidewalk and nearby asphalt.

Although the Capital Project was originally intended to fund relining work, which is cost efficient when no surface restoration is needed, conventional piping replacement is now due to the destabilized surrounding material from water flow outside of the piping.

The piping will be replaced with infill and compaction of the surrounding material, followed by surface repairs to the asphalt and sidewalk, reducing the risk of future sinkhole development and additional surface work.

Budget: Additional 2024 Capital Budget Amount: \$60,000 to be funded by the Storm Sewer Reserve. The Storm Sewer Reserve has a projected balance of \$89,303 at the end of 2024. This budget amendment would reduce that to \$29,303.

Risk Analysis:

The risk associated with this report is high. The Main Street Rideout storm water main services a large area that develops significant storm water flows during rain events. Additionally, the storm water travels at high speeds as the road is very steep to the North. If not addressed it is very likely that additional sinkholes will form with the potential for a complete collapse blocking the storm water main and impacting the road and sidewalk surfaces, further damaging the City's infrastructure.

Communication Plan/Notice By-law Requirements: By-Law & Public notice required

Strategic Plan or Other Guiding Document:

Strategic Plan Focus Area 1 – Infrastructure and Environment

Goal 1.2 Ensure Well Maintained and Sustainably Financed City Infrastructure



July 9, 2024

Housekeeping Council Briefing (direct to Council – does not appear at COW)

Agenda Item Title: Private Road Agreement between Niiwin Wendaanimok Management Inc. and the Corporation of the City of Kenora

Background Information:

In March 2022 by By-law 29-2022 Council authorized the execution of a Subdivision Agreement between the City of Kenora and 5901058 Manitoba Ltd., to allow for the creation of fifteen (15) proposed lots on subject property locally known as 'the former mill site' being Plan 23M974. The Subdivision Agreement was registered on title May 13, 2022 under KN108458.

Section 16(b) of the Agreement states that the owner shall, contemporaneously with the sale of any of Lots 1-15 on the subdivision plan, obtain from the proposed purchaser and deliver to the City, a signed Private Road Agreement to be registered on title against each individual lot.

PIN 42170-0286, being Lot 10, Plan 23M974, PIN 42170-0287, being Lot 11, Plan 23M974 transferred to Niiwin Wendaanimok Management Inc. in December 2023. In accordance with the Subdivision Agreement a Private Road Agreement must now be registered against the title and a signed Private Road Agreement has been provided by the new owners.

Resolution for Council:

That Council authorizes the Mayor and Clerk execute a Private Road Agreement between the Corporation of the City of Kenora and Niiwin Wendaanimok Management Inc.; and further

That the appropriate bylaw be passed for this purpose.

Budget:

Risk Analysis: Access to the owner's land is by means of a private right-of-way described as Block 19 Plan 23M974 and Parts 4, 6, 7, and 8 plan 23R14756. In accordance with policies in the Official Plan, which state that development on private roads shall be required to execute an Agreement with the City of Kenora acknowledging that the City of Kenora is not responsible for providing services to the owner's land, an Agreement must be registered against the title of the Owner's Land pursuant to Section 51(26) of the Planning Act, R.S.O. 1990, p. 13, and any amendments thereto.

Communication Plan/Notice By-law Requirements: By-law
Strategic Plan or Other Guiding Document:

- 2.1 (a) Promote new investment and development of City-owned and private lands in Kenora.
- 2.2 Support entrepreneurship and business development.

Briefing By: Janis Pochailo

Bylaw Required: Yes



July 10, 2024

Housekeeping Council Briefing

(direct to Council – does not appear at COW)

Agenda Item Title: Transient Accommodation Tax Agreement – Kenora Hospitality Alliance

Background Information:

In November 2017, the City of Kenora received a letter from Minister Mauro of Municipal Affairs outlining the opportunity to implement a tax on transient accommodation. Under this new legislation, the City of Kenora had the opportunity to implement and the flexibility to determine the design of the tax, including its rate(s), administration, collection and the scope of application.

Further as outlined in the letter, if a Destination Marketing Program existed in the municipality prior to the imposition of a Municipal Accommodation Tax (MAT), the municipality would be required to remit the total amount of Destination Marketing Fee revenues collected by the Destination Marketing Program from accommodations in the municipality in the fiscal year prior to the tax coming into effect (2017). In Kenora, a Destination Marketing Program existed as the Kenora Hospitality Alliance.

After extensive research on best practices and consultation with the Kenora Hospitality Alliance, Council approved the implementation of a by-law for a 4% tax on all transient accommodation rentals effective October 1st, 2018.

As part of the process the City of Kenora is required to allocate \$140,309.00 to the Kenora Hospitality Alliance annually. Further the annual remittance to the KHA in 2019 and beyond is based on the previous years' remittance adjusted by a 10-year rolling average of the annual percentage change in Ontario's total tourism receipts, as published by the Ministry of Tourism, Culture and Sport.

To comply with O. Reg. 435/17: Transient Accommodation Tax the City of Kenora and the Kenora Hospitality Alliance must enter into an agreement respecting reasonable financial accountability matters to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism. This report is related to the formalizing of an agreement between the parties.

Resolution for Council:

That the Mayor and Clerk be authorized to execute an agreement between the Corporation of the City of Kenora and the Kenora Hospitality Alliance related to the Municipal Accommodation Tax for a two-year term; and further

That three readings be given to a bylaw for this purpose.

Budget:

Under the Agreement, KHA will receive an annual remittance of \$157,223.90 adjusted by a 10-year rolling average of the annual percentage change in Ontario's total tourism receipts, as published by the Ministry of Tourism, Culture and Sport.

Risk Analysis:

There is Moderate Risk associated with the approval of this Agreement as per the City of Kenora's Risk Management Matrix and given the value of the Agreement. Risk will be mitigated through adherence to the Agreement.

Communication Plan/Notice By-law Requirements: Bylaw exists

Strategic Plan or Other Guiding Document:

- 2.2 5 Year Economic Development and Tourism Strategy
 - Support the growth and retention of local businesses and emerging sectors

Briefing By: Stace Gander, Director of Economic Development and Tourism

Bylaw Required: Yes

TRANSIENT ACCOMMODATION TAX AGREEMENT

THIS AGREEMENT made this 16 day of July, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF KENORA
1 Main Street South
Kenora, ON P9N 4M9

(hereinafter referred to as the "City")

-and-

KENORA HOSPITALITY ALLIANCE CORP.
240 Lakeview Drive
Kenora, ON P9N 0H2

(hereinafter referred to as "KHA")

(collectively, the "Parties")

WHEREAS The Corporation of the City of Kenora (the "City") has implemented a Transient Accommodation Tax;

AND WHEREAS the City collects the Transient Accommodation Tax from providers of transient accommodations within the City of Kenora to be used for the exclusive purpose of promoting tourism in the City of Kenora;

AND WHEREAS the City is authorized under the *Municipal Act, 2001*, and *Ontario Regulation 435/17*, to enter into an agreement with an eligible tourism entity respecting reasonable financial accountability and other matters in order to ensure that amounts paid to the entity are used for the exclusive purpose of promoting tourism and to ensure that the public interest is served respecting the transient accommodation tax;

AND WHEREAS Kenora Hospitality Alliance Corp. ("KHA") is a not-for-profit corporation incorporated under the *Corporations Act*, which promotes tourism in the City of Kenora, Ontario;

AND WHEREAS KHA will use the amounts paid to it under this Agreement for the exclusive purpose of promoting tourism of all types and kind in the City of Kenora; and

AND WHEREAS the City agrees to enter into an Agreement with KHA, as an eligible tourism entity for the period provided for in this Agreement.

NOW THEREFORE in consideration of the terms and conditions hereinafter specified, the Parties agree as follows:

INTERPRETATION

1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“transient accommodation” means lodging, and the right to use lodging, that is provided for consideration, whether or not the lodging is actually used.

“Agreement” means this Agreement, as amended and supplemented from time to time;

“Approved Funding” means payments to be made to KHA by the City, pursuant to section 4 of *Ontario Regulation 435/17*;

“Bank Account” shall mean an account maintained by the City with the City’s banker to receive and disburse the Funds;

“eligible tourism entity” means a non-profit entity whose mandate includes the promotion of tourism in Ontario or in a municipality, as defined in *Ontario Regulation 435/17*;

“Funds” shall mean the Transient Accommodation Tax that is collected from a provider of transient accommodation in the City of Kenora;

“Promoting Tourism” shall mean and include the development of tourism products, payroll, administrative, legal, and insurance costs that make the promotion of tourism possible.

“Promoting Tourism” shall mean and include conducting activities, expenditures and strategies aimed at stimulating tourists and the attraction of tourists to Kenora including special events.

“provider of transient accommodation” means a person or entity that sells, offers for sale, or otherwise provides accommodation in the City of Kenora for a period of less than 30 nights in a hotel, motel, inn, bed and breakfast, resort, Airbnb/VRBO, or any other booking platform, or any place in which accommodation is provided;

“Tax” shall mean four percent (4%) of the purchase price of a transient accommodation, or such other rate as may be established from time to time by the City;

“Transient Accommodation Tax” shall mean a Transient Accommodation Tax implemented by the City, pursuant to section 400.1 of the *Municipal Act, 2001, as amended*, and any applicable regulations and by-laws made pursuant to that Act

2. In this Agreement,
 - a) references to items in the plural include the singular, as applicable;
 - b) the words “include”, “including”, “included” or “includes” are not to be read as limiting the phrases or descriptions that preceded or follow them; and
 - c) headings are inserted for ease of reference only and are not to be used as interpretation aids.
3. The preamble paragraphs are hereby incorporated as an integral part of this Agreement.
4. Unless otherwise defined, specific references to statutes, regulations and City by-laws in this Agreement are meant to refer to the current statutes, regulations and City by-laws applicable within the City of Kenora, Province of Ontario and Canada, as the context requires, at the time that this Agreement was made and as amended, revised or replaced from time to time.
5. References to statutes include any regulations passed under that statute.

TERM

6. The term of this Agreement commences on January 1, 2024 and ends on December 31, 2025, unless terminated earlier by either party in accordance with

the terms of this Agreement.

7. This Agreement shall automatically be extended for additional terms of one (1) year each, unless either party, in its sole discretion, gives the other party written notice of termination at least ninety (90) days prior to the termination of the then current term.
8. For greater certainty, nothing in section 7 derogates from a party's early termination rights as provided for in this Agreement.

GOVERNANCE

9. KHA shall govern itself in accordance with the *Not-for-Profit Corporations Act* and all applicable regulations, by-laws and the terms of this Agreement.
10. KHA shall be managed by a Board of Directors with representation from all types of providers of transient accommodation. Decisions made by the board respecting matters covered in this Agreement shall be made at duly constituted board meetings with a minimum of 5 members voting of the board members present to constitute a quorum.
11. KHA shall ensure that the tourism goals and objectives of the providers of all types of transient accommodation and the goals and objectives of all others who benefit from tourism in the City are fully and fairly considered.
12. KHA agrees to provide the City with copies of the minutes of all meetings of its members and board of directors, within thirty (30) days of such meetings occurring.
13. The City agrees to provide the KHA with copies of the minutes of tourism and economic development meetings or summary notes for planning sessions related to MAT budgeting.

ATTENDANCE AT CITY PLANNING SESSIONS AND OTHER MEETINGS

14. KHA, represented by at least three (3) KHA representatives and a minimum of two (2) KHA board members, shall, upon notice from the City, attend and contribute to City planning sessions respecting tourism in the City and related

budgeting. Such sessions will take place at or about the time that the City establishes its annual budget.

15. KHA officials further agree to meet with City officials, from time to time, as the City may require to discuss matters covered under this Agreement.
16. City officials further agree to meet with KHA officials, from time to time, as the KHA may required to discuss matters covered under the Agreement.

TRANSIENT ACCOMMODATION TAX TO BE COLLECTED BY THE CITY AND APPROVED FUNDING TO BE PROVIDED TO KHA

17. Guests will purchase transient accommodations and pay the requisite Tax to the providers of transient accommodation in the City of Kenora.
18. The City will collect the Funds from providers of transient accommodation by imposing and administering the Tax.
19. The City will place the Funds in the Bank Account.
20. Any penalties collected by the City in the course of administering and collecting the Transient Accommodation Tax shall become part of the Funds.
21. Approved Funding will be remitted in accordance with subsection 4(8) of *Ontario Regulation 435/17* and all applicable legislation, including City by-laws.
22. KHA represents that the amount that it collected in 2017 as part of its destination marketing program, as defined in *Ontario Regulation 435/17*, was \$140,308.84, which makes the amount for calculation purposes under paragraph 4(8)1 the sum of \$140,308.84.
23. Subject to KHA complying with all terms and conditions set out in this Agreement, the City shall remit Approved Funding to KHA in two instalments, on or about May 31st and December 31st, annually.
24. The Approved Funds provided to KHA pursuant to this Agreement and *Ontario Regulation 435/17* shall be used exclusively to promote the City of Kenora as a tourist destination and all types of tourism in the City of Kenora and within a 30 km radius of the City boundaries.

25. Providers of transient accommodation will be notified prior to an adjustment in the Tax and be provided ninety (90) days notice prior to the effective date of the new Tax.

PROVISION OF INFORMATION

26. Upon written request from the City, KHA shall provide the City with any information which is available to KHA with respect to its annual budget or financial statements.
27. KHA shall provide reasonable particulars respecting the use of the Funds, including as such use relates to the types of tourism that the Funds were used to promote, if the City has occasion to request such reasonable particulars.
28. KHA shall provide the City with audited financial statements on or before the 180th day following the year end of KHA on those years (once every three years) when the KHA gets audited financial statements. Notice to Reader statements will be acceptable for years two (2) and three (3).
29. KHA shall deliver, with audited financial statements described in section 25, a detailed list of all cheques that were issued by KHA during the business year that is reported in the audited financial statements.
30. KHA shall provide reasonable particulars of the details relating to any particular cheque identified in the list required by section 26 or relating to the types of tourism that the Funds were used to promote, if the City has occasion to request such reasonable particulars.
31. KHA shall attend a City Council meeting during the City's annual budgeting process and shall, a reasonable period of time in advance of such meeting, provide City Council with a summary of the previous year's activities and costs. In addition, KHA shall provide a detailed list of all projects and costs, including a breakdown of all related administration expenses projected for the forthcoming year.

ADVANCES IN FUNDING

32. It is acknowledged and agreed that, owing to the cyclical nature of the tourism industry, the City may, in its sole discretion and subject to City Council approval,

from time to time, assist KHA by advancing Approved Funding to enable KHA to meet its tourism promotion obligations and objectives under this Agreement. Any such funding that is advanced to KHA shall be used exclusively for tourism purposes. Prior to obtaining such Council approval, a formal written request shall be made by KHA detailing the purpose behind the request and what obligations KHA has that remain outstanding.

33. In the event that City Council approves of the advancing of funds to assist KHA, the City shall be reimbursed from the Funds for making such advance.

34. Any amount advanced pursuant to Sections 32 and 33 shall not exceed 25% of the amount of Funds collected in the year immediately preceding the year in which the advance is made.

MAINTAINING OF FINANCIAL RECORDS

35. KHA shall keep separate financial records for all amounts incurred, claimed paid and received and shall retain and preserve all documents, contracts, records, claims and accounts that relate thereto for a period of at least seven years.

INSPECTION OF FINANCIAL RECORDS AND DOCUMENTS

36. If the City has any concerns that all or part of the Approved Funding which has been provided to KHA pursuant to this Agreement has not been expended in accordance with this Agreement, KHA shall, upon reasonable notice from the City, make available within twenty (20) business days, and without expense to the City, all such documents, contracts, records, claims and accounts for inspection and audit by the City or its auditors, together with all such other information as the City requires to address its concerns.

RETURN OR WITHOLDING OF PAYMENTS

37. If the City, during its inspection or audit of any such documents, contracts, records, claims and accounts or otherwise determines that any of the Approved Funding provided by the City to KHA have been used by KHA for any purpose other than specified in this Agreement, KHA, shall immediately upon request from the City, remit the amounts requested back to the City.

38. If the City, during its inspection or audit of any such documents, contracts, records, claims and accounts or otherwise determines that any of the Approved Funding provided by the City to KHA has been used by KHA for any purpose

other than specified in this Agreement, in addition to any other remedy available to the City, the City has the right to withhold future payments to KHA to set off the amounts that the City has determined were used for any purpose other than specified in this Agreement.

HOW FUNDING WORKS

39. The Parties acknowledge that the City collects Funds obtained from the ~~Fee~~ ^{Tax} imposed on providers of transient accommodations in the City of Kenora and then disburses Approved Funding to KHA, which spends such Approved Funding in accordance with the provisions of this Agreement. 8A (C) B

40. A maximum of 40% of Approved Funding may be spent on KHA payroll. KHA undertakes to keep all administrative expenses to a minimum so as to see maximum funds used to directly promote tourism. For greater certainty, no Approved Funding shall be used by KHA for its payroll or other administration expenses unless such expenses have been incurred for the exclusive purpose of promoting tourism in the City of Kenora.

INDEMNITY

41. KHA shall indemnify and save harmless the City, its councillors, officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained brought or prosecuted, in any manner arising from any willful or negligent act, or attributable to anything done or omitted to be done, by KHA, its directors, officers, employees and/or agents arising from or pertaining to the terms of this Agreement, including but not limited to the receipt, disposition or refunding of any monies payable under this Agreement.

DISPUTES

The parties agree to act in good faith. In the event of a dispute between the parties, there will be a two step 1 dispute resolution process.

Step 1 The KHA Executive Director and/or Board Chair will engage the Director of Economic Development to resolve the issue.

Step 2 The KHA Executive Director and/or Board Chair will engage the Chief Administrative Officer to resolve the issue.

TERMINATION

42. Either party may, in its sole discretion, terminate this Agreement at any time and for any reason by providing ninety (90) days' prior written notice of intention to terminate to the other party.

43. The City may terminate this Agreement immediately if KHA:

- a) ceases to exist or function as a Not-for-Profit Corporation;
- b) KHA becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being enforced relating to bankrupt or insolvent debtors;
- c) an order is made or resolution passed for the winding up or for the surrender of the letters patent of KHA, it forfeits its letters patent, or it is dissolved;
- d) KHA ceases actual *bona fide* operation for a period of 30 days; or
- e) KHA has knowingly submitted false or misleading information to the City or KHA fails to meet any of its financial or other disclosure obligations under this Agreement.

NOTICE

44. The addresses for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including notice advising the other party of any change in address are as follows:

(A) To City

ATTN: City Clerk
 1 Main Street South
 Kenora, ON P9N 3X2
 807-467-2295 (P)
 807-467-2045 (F)
 email: hpihulak@kenora.ca

(B) To KHA

ATTN: Executive Director, Stefan Robinson

240 Lakeview Drive

Kenora, ON P9N 0H2

email: srobinson@kenoraairport.ca 812, 85

45. Any notice or other written communication shall be sufficient if delivered personally, by registered mail (postage prepaid), electronic mail, or by facsimile ("fax").
46. Any notice sent by e-mail or fax shall be deemed to have been received on the date of transmission thereof if sent prior to 12:00 o'clock (noon) and, if sent after such time, on the next following week day that is not a Saturday or Sunday or a statutory holiday.
47. Notices sent by registered mail shall be deemed to be given to the addressee on the fifth normal business day (Monday to Friday, statutory holidays excepted) following the date of such mailing. If a mail strike is in progress or there is a reasonable expectation of a mail strike, notice shall be given by a means other than by mail.
48. Either party may at any time give notice to the other party of any change of address, e-mail or fax number of the party giving such notice and from and after the giving of such notice, the address, and e-mail or fax number therein specified shall be deemed to be the address, e-mail or fax number of such party.

ENTIRE AGREEMENT

49. There are no covenants, representation, warranties, agreements or other conditions express or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement, save as expressly set out or incorporated by reference herein, and this Agreement constitutes the entire Agreement between the Parties with respect to the subject matter covered by this Agreement and supersedes all prior agreements, negotiations, discussions, representations and understandings whether written or oral.
50. If at any time during the term of this Agreement or any extension thereof the Parties shall deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them.

51. This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in the course of negotiations between the Parties.

TIME IS OF THE ESSENCE

52. Time is of the essence in all respects of this Agreement.

AMENDMENT

53. This Agreement shall not be varied, supplemented or amended except by written agreement of both Parties.

GOVERNING LAWS

54. The provision of this Agreement will be governed and interpreted in accordance with the laws of Ontario and/or Canada, as applicable.

ASSIGNMENT

55. The rights and obligations of KHA may not be assigned or otherwise transferred without the express written consent of the City, which the City may arbitrarily and for any reason withhold.

ENUREMENT

56. This Agreement ensures to the benefit of, and is binding upon:

- a) the City, its successors and assigns; and
- b) KHA, its successors and permitted assigns.

NO WAIVER

57. Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the City of any term or condition contained in this Agreement does not operate as a waiver, including a continuing waiver, of the

City's rights under this Agreement in respect of subsequent defaults, breaches or non-observances and does not affect in any way the rights of the City in respect of any subsequent defaults or breaches.

MISCELLANEOUS

58. Nothing in this Agreement shall be construed as creating an employment, partnership or agency relationship between the City and KHA. KHA shall not: (i) have the power or authority to bind the City or to assume or create any obligation or responsibility, express or implied, on the City's behalf or (ii) hold itself out as an agent, partner or employee of the City.

59. Any provision of this Agreement which imposes an obligation after expiration or other termination of this Agreement shall survive the expiration or other termination of this Agreement

60. KHA covenants and agrees that it will, in all respects, comply with all standards applicable to City in any City By-law or in any law or regulation governing the same.

61. KHA covenants and agrees that it will, in all respects, comply with all applicable statutory notices or orders and all applicable by-laws, statutes and regulations and other law in the performance of its covenants under this Agreement.

62. This Agreement may be executed in counterparts and by facsimile or email, with a facsimile or email signature being of the same force and effect as an original.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement

On behalf of the **City of Kenora**

On behalf of the **Kenora Hospitality Alliance Corp.**

[Andrew Poirier, Mayor]

Nature's Inn General Manager
[Position] KHA Vice Chair
D. Dobriansky Dayna Dobriansky

[Heather L. Pihulak, City Clerk]

Bell
[Position] Elise Bell
KHA Chair

July 9, 2024



City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services

Re: Advocacy for a Better Health Care System

Recommendation:

Whereas the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

Whereas the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, paramedicine, and other investments; and

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

Now Therefore be it Resolved That the Council of the City of Kenora urges the Province of Ontario to recognize the physician shortage in Kenora, specifically Northwestern Ontario and Ontario as a whole, to fund health care appropriately and ensure every Ontarian has access to physician care.

Background:

Communities across Ontario have been facing critical healthcare challenges, including long waitlists for primary care, shortages of doctors and other healthcare workers; and emergency room closures. These cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level.

In response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario's residents and communities.

The group has jointly developed a council resolution urging the provincial government to recognize the physician shortage in our municipality and the rest of Ontario. By adopting this resolution, we can play a crucial role in highlighting the urgent need for more healthcare resources and support in our area.

Budget: N/A

Risk Analysis: There is low risk associated with this report and is administrative in nature

Communication Plan/Notice By-law Requirements: AMO, Premier Doug Ford, Minister of Health

Strategic Plan or other Guiding Document:



June 13, 2024

Housekeeping Council Briefing

(direct to Council – does not appear at COW)

Agenda Item Title: Northwest Business Centre (NWBC) Funding Agreement

Background Information:

Historically, the Northwest Business Centre was funded through two Ministries. The Ministry of Northern Development, Mines, Natural Resources and Forestry funded the Core program. The Ministry of Economic Development, Job Creation and Trade funded the Starter Company Plus and Summer Company programs. The City of Kenora held the contracts with each of these respective Ministries. As of this year, the Ministry of Northern Development has taken over the Small Business Enterprise Centre (SBEC) program in Northern Ontario, and consolidated the previously two agreements into one. The new Agreement is to support operation of the Northwest Business Centre is in effect from April 1, 2024 to March 31, 2025.

The Core SBEC funding level has remained the same since 2014. The Summer Company Program has been delivered for over 19 years by the Northwest Business Centre and the Starter Company Plus program has been delivered since 2014. The Agreement funds operating, delivery and grant expenses for the programs.

Resolution for Council:

That two readings be given to a bylaw to execute an agreement between the Corporation of the City of Kenora and the Ministry of Northern Development for the SBEC Core Initiatives Funding Program, the Starter Company Plus Initiative and the Summer Company Initiative for a one-year term; and further

That the Mayor and Clerk be authorized to execute these agreements.

Budget:

Core Funding, Starter Company Plus and Summer Company: \$197,200.00 per year for the period of April 1, 2024 to March 31, 2025.

Risk Analysis:

There is Moderate Risk associated with the approval of this Agreement as per the City of Kenora’s Risk Management Matrix and given the value of the Agreement. Risk will be mitigated through adherence to the Agreement.

Communication Plan/Notice By-law Requirements: Bylaw required

Strategic Plan or Other Guiding Document:

- 2.2 5 Year Economic Development and Tourism Strategy
 - Support the growth and retention of local businesses and emerging sectors

Briefing By: Stace Gander, Director of Economic Development and Tourism

Bylaw Required: Yes

Corporation of the City of Kenora Notice of Motion



July 16, 2024

I, Councillor K. Van Belleghem, in accordance with Section 7.12 of Council's Procedural Bylaw #157-2022, provided Council with a Notice of Motion for today's regular meeting of Council pertaining to seven-day work week:

That the City of Kenora has a need for extended core/frontline Municipal services that are critical to ensuring our Downtown is inviting, clean, and safe seven days per week; and further

That Council directs administration to undertake a review of its current service delivery model and to report back to Council the options for extension of frontline city services to seven days per week as appropriate for the season by Q3 2024.

Corporation of the City of Kenora Notice of Motion



July 16, 2024

I, Councillor L. Koch in accordance with Section 7.12 of Council’s Procedural Bylaw #157-2022, provided Council with a Notice of Motion for today’s regular meeting of Council pertaining to menstrual products at the Kenora Jail:

Whereas menstruation is a natural function of the human body which requires supplies and resources to manage; and

Whereas people who menstruate do so irrespective of their life circumstance or where they reside; and

Whereas expedient delivery of suitable menstrual supplies is needed to prevent health issues such as toxic shock syndrome, and hygiene issues such as bleeding through clothing and onto surfaces; and

Whereas related dignity and hygiene issues can be mitigated by ensuring proper functioning toilets in addition to quality products and timeliness of delivery; and

Whereas individual menstrual cycles differ and the products required to manage flow will vary by person and by day, resulting in the need for a variety of period product options; and

Whereas the cost of higher quality products through the commissary may be a barrier for some inmates; and

Whereas over 90% of female inmates in the Kenora Jail identify as Indigenous and the incarceration rate for Indigenous women in provincial correctional facilities is more than 15 times higher than non-Indigenous women, according to Statistics Canada; and

Whereas in Anishinaabe culture, a woman’s cycle, or moon time, is sacred and within the culture, men are taught to respect the teachings;

Now Therefore Be It Resolved That the Council of the City of Kenora call on the Ministry of the Solicitor General to implement the following:

- Education for all correctional staff on menstrual cycles and management of same;
- Policy to support delivery of adequate supply of menstrual products within fifteen minutes of request by inmate;
- Research into alternate options for menstrual supplies including period underwear and products to support different levels of absorbency;
- Proper and ongoing maintenance of toilets, or the exploration of moving the women's block into the newly constructed section of the facility where the infrastructure is in better condition;
and further

That a copy of this resolution be shared with the Honourable Michael Kerzner, Solicitor General, Kevin Holmquist, Superintendent, Kenora Jail, the Honorable Greg Rickford, MPP, Kenora, Sol Mamakwa, MPP Kiiwetinoong, Paul Dube, Ontario Ombudsman.