

Grand Valley & District Medical & Dental Board

5 Main Street North

AGENDA
September 3, 2024, at 5:00pm

1. Call to Order

2. Agenda Approval

2.1 September 3, 2024

3. Disclosure of Pecuniary Interest

4. Minutes of Previous Meeting

4.1 May 27, 2024

5. Business arising from Minutes

6. Deputation/Presentation

7. Closed Session

Recommendation: That Board resolve itself into closed session under the provisions of Section 239(2) of the Municipal Act, 2001 to discuss:

(k) a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

2001, c. 25, s. 239 (2); 2017, c. 10, Sched. 1, s. 26

5.1 Lease Agreement Discussion for Grand Valley Medical and Grand Valley Dental

8. Financial Reports

8.1. Accounts Receivable

8.2. Accounts Payable

8.3. Budget Variance

9. Unfinished Business

9.1 Structural Repair Quotes

10. New Business

11. Correspondence

11.1 Medical/Dental Board Agreement

12. Closed Session

13. Confirmation of Meeting

14. Adjournment

Grand Valley & District Medical & Dental Board 5 MAIN ST. N.

MINUTES

May 27, 2024, at 5:30pm
Virtual

Present: Lenora Banfield, Paul Latam, Philip Rentsch, Steve Soloman, Chris Gerrits, Helena Snider - Secretary/Treasurer

Regrets:

1. Call to Order

Chair Banfield called the meeting to order at 5:30pm.

2. Agenda Approval

#2024-05-01

Moved By: S. Soloman

Seconded By: C. Gerrits

BE IT RESOLVED THAT the May 27th, 2024, regular meeting agenda be approved as circulated.

Carried.

3. Disclosure of Pecuniary Interest

None

4. Minutes of Previous Meeting

4.1 April 16, 2024

#2024-05-02

Moved By: P. Latam

Seconded By: S. Soloman

BE IT RESOLVED THAT the minutes of April 16th, 2024, be adopted as circulated.

Carried.

5. Business arising from Minutes

The Board has requested that staff prepare a letter addressed to Highland Networks regarding the examination beds in the doctor's office, they are to assume responsibility and all risk during the renovations. The letter will be sent to the Chair for approval and then Highland Networks for signature.

6. Deputation/Presentation

7. Financial Reports

7.1 Accounts Receivable

#2024-05-03

Moved By: C. Gerrits

Seconded By: P. Latam

BE IT RESOLVED THAT the Accounts Received presented to the Board in the amount of \$28, 728.17 for the period of April 2024 be approved.

Carried.

7.2 Accounts Payable

#2024-05-04

Moved By: S. Soloman

Seconded By: C. Gerrits

BE IT RESOLVED THAT the Accounts Payable presented to the Board in the amount of \$4, 477.27 for the period of April 2024 be approved.

Carried.

7.3 Budget Variance

8. Unfinished Business

8.1 Structural Review from R.J. Burnside – Verbal Update

Staff is getting 3 quotes for the repair of the retaining wall and will provide the quotes to the Board for approval/selection.

8.2 Grass Cutting

The Board reviewed the document presented and informed the cost stated on the contract is acceptable by the Board. The Board will reach out to the Agricultural Club regarding gardening.

8.3 New Lease Agreements – Verbal Update

Staff informed the Board that she is looking for another real estate firm to draft the lease agreements.

- **P. Rentsch joined the meeting at 5:41pm**

9. New Business

10. Correspondence

11. Closed Session

#2024-05-05

Moved By: P. Rentsch

Seconded By: P. Latam

BE IT RESOLVED THAT the Board resolve itself into closed session at 5:44pm under the provision of Section 239(2) of the Municipal Act, 2001 to discuss:

- (k) a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carries on by or on behalf of the municipality or local board. 2001, c.25, s. 239(2); 2017, c. 10. Sched. 1, s. 26

Carried.

#2024-05-09

Moved By: P. Rentsch

Seconded By: C. Gerrits

BE IT RESOLVED THAT staff and the Chair proceed as directed in closed session.

Carried.

12. Confirmation of Meeting

#2024-05-10

Moved By: S. Soloman

Seconded By: P. Latam

BE IT RESOLVED THAT leave be given to confirm the proceedings of the Grand Valley Medical/Dental Board meeting of May 27, 2024.

Carried.

13. Adjournment

#2024-05-11

Moved By: P. Rentsch

Seconded By: C. Gerrits

BE IT RESOLVED THAT we do now adjourn this meeting of the Board to meet at the call of the Chairperson.

Carried.

Lenora Banfield, Chair

Helena Snider, Secretary/Treasurer

GRAND VALLEY & DISTRICT						
MEDICAL - DENTAL BOARD						
03-Sep-24						
	2024	2024	2024	2024		
CASH RECEIPTS	May	June	July	August		TOTAL
Rent	5,360.34	5,360.34	5,360.34	5,360.34		40,688.30
Levy Payment	9,952.68	33,175.60				66,351.20
Other / HST refund						0.00
Interest Earned	116.74	404.28	447.70	552.15		2,464.88
						0.00
TOTAL DEPOSITS	15,429.76	38,940.22	5,808.04	5,912.49		109,504.38
GIC (Cashed April 22, 2024)						0.00
BANK TOTAL	92,944.02	130,590.03	118,533.18	121,391.79		0.00
						0.00
ACCOUNTS PAYABLE						0.00
						0.00
1104 Liabilities (HST)						1,594.04
1010 Wages	447.15	406.50	487.84			4,288.08
1110 Benefits						0.00
1300 Seminars & Workshops						0.00
1310 Conferences & Trade Shows						0.00
1320 Memberships						0.00
1400 Specialized Training						0.00
2010 Materials & Supplies (office)						143.21
2024 Heating (enbridge)	185.55	119.78	104.14	90.88		1,821.49
2030 Hydro (orv hydro)	388.40	414.67	457.85			2,938.36
2040 Water & Sewer	46.20	32.74	37.33			254.23
2050 Telephone						0.00
2100 Postage						0.00
2200 Accounting/Audit Fees						0.00
2210 Legal Fees						0.00
2220 Consulting/Professional Fees						8,481.80
2300 Advertising						0.00
2310 Bank Charges						0.00
2320 Parking Lot Rental						0.00
2400 Repairs & Maintenance (building, mats, etc)	1,383.00	984.04	976.54			6,045.46
4010 Contracts (snow removal, etc)	337.50		169.50	169.50		4,344.19
4020 Insurance						1,759.32
4954 Property Taxes	1,992.00		2,326.64			6,472.66
5010 Miscellaneous						150.00
8000 Capital Expenditure			14,678.70	19,571.60		90,070.04
TOTAL PAYABLES	\$ 4,779.80	\$ 1,957.73	\$ 19,238.54	\$ 19,831.98		128,362.88



Budget Variance Report

Fiscal Year : 2024 Period : 8
 Account Code : ?-?-????-???? To ?-?-????-????

Budget Type : BUDGET VALUES

Acct Code	Acct Desc	Current Month	Year to Date	Budget Amt	Variance	% Variance
Revenue						
6300 MEDICAL-DENTAL CTR REVENUES						
4-3-6300-3010	MED CTR - Levy EG	0.00	-13270.24	-26540	-13269.76	50.00
4-3-6300-3011	MED CTR - Levy AM	0.00	-19905.36	-39810	-19904.64	50.00
4-3-6300-3012	MED CTR - Levy GV	0.00	-33175.60	-66351	-33175.40	50.00
4-3-6300-7105	MED CTR - Rentals	-2543.66	-35404.90	-63647	-28242.10	44.37
4-3-6300-7130	MED CTR - Interest	0.00	-1912.73	-1000	912.73	-91.27
Total MEDICAL-DENTAL CTR REVENUES		-2543.66	-103668.83	-197348	-93679.17	47.47
Total Revenue		-2543.66	-103668.83	-197348	-93679.17	47.47
Expense						
6300 MEDICAL-DENTAL CTR EXPENDITURE						
4-4-6300-1010	MED CTR - Wages	0.00	4288.08	7500	3211.92	42.83
4-4-6300-2010	MED CTR - Materials/Supplies	0.00	143.21	100	-43.21	-43.21
4-4-6300-2024	MED CTR - Heat	80.43	1611.95	3000	1388.05	46.27
4-4-6300-2030	MED CTR - Hydro	0.00	2530.69	5200	2669.31	51.33
4-4-6300-2040	MED CTR - Water/Sewer	0.00	254.23	500	245.77	49.15
4-4-6300-2200	MED CTR - Accounting/Audit Fees	0.00	0.00	4000	4000.00	100.00
4-4-6300-2210	MED CTR - Legal Fees	0.00	0.00	120	120.00	100.00
4-4-6300-2220	MED CTR - Consulting/Professional Fees	0.00	7506.01	0	-7506.01	0.00
4-4-6300-2300	MED CTR - Advertising	0.00	0.00	130	130.00	100.00
4-4-6300-2400	MED CTR - Repairs & Maintenance	0.00	5043.59	10000	4956.41	49.56
4-4-6300-4010	MED CTR - Contracts	150.00	4912.85	12000	7087.15	59.06
4-4-6300-4020	MED CTR - Insurance	0.00	1759.32	1800	40.68	2.26
4-4-6300-4954	MED CTR - Taxes	0.00	6472.66	12000	5527.34	46.06
4-4-6300-5010	MED CTR - Miscellaneous	0.00	150.00	0	-150.00	0.00
4-4-6300-8000	MED CTR - Capital Expenditures	13942.60	79906.59	258000	178093.41	69.03
Total MEDICAL-DENTAL CTR EXPENDITURE		14173.03	114579.18	314350	199770.82	63.55
Total Expense		14173.03	114579.18	314350	199770.82	63.55
Report Total		11629.37	10910.35	117002	106091.65	90.68

WORK ESTIMATE



Blueline Home Services
401239 County Road 15
Grand Valley, ON, L9W 0Y9
416.801.3157

C/O / TO: GRAND VALLEY MEDICAL CENTER
JOB NAME: 21 MAIN ST PARKING LOT RETAINING WALL
DESCRIPTION: REPAIR TO EXISTING RETAINING WALL
DATE: AUG 17, 2024

JOB DESCRIPTION:
Reinforcing existing retaining wall

DETAILS (EXCLUDES APPLICABLE TAXES)

RETAINING WALL

- Erect temporary construction area perimeter fencing
- Drill out / remove existing wood 6x6 stubs
- Reinforce cracks in existing concrete with 15mm rebar "stitches", rebar epoxied in place
- Cut away feathered edges and pack with non-shrink grout
- Above wall, form concrete raising existing wall 8-12", w/ 2 rows rebar epoxied in place
 - o 10' along southern wall, and 40' along eastern side, retaining wall where existing grade is under 1-2ft wall appears in good shape and no cause for concern, in our opinion
- Apply bonding agent and pour concrete over existing wall
- 4" PVC conduit imbedded at lowest part of parking area to allow for rainwater drainage
- Cold patch asphalt packed in along new curb and as needed in surround ding area

CONTRACTOR #1 \$25,000.00

- 6x6s cut out and removed 100%, cavities formed / poured with non-shrink grout
- Wall completed in 2 pours, new curb/wall height 12", all rebar epoxied

CONTRACTOR #2 \$19,800.00

- 6x6s drilled and pulled out, cavities filled with non-shrink grout
- New curb height 8-12" roughly, depending on grade

NOTE: repair to this retaining wall is, to the best of our abilities, in accordance with the engineering report provided. It is in our opinion that the ideal remedy to the failing retaining wall, although extremely costly, is that it be replaced. Therefore, the contractors involved in the repair(s) are not to be held liable for any potential movement of the retaining wall in the future. We will, however, repair the wall as per the recommendations of the report and believe that such remedies will very likely extend the life of the retaining wall indefinitely

ADDITIONAL COMMENTS / JOB NOTES

- Estimated time for completion: 2 weeks
- Job should commence prior to -0 temps, as to prevent additional cost for concrete accelerators
- 5-8 parking spots sectioned off with perimeter fencing for duration of project
- 35% down payment required to start
- Signed contract required upon start of the project

Costs provided are for quoting purposes only. These figures may vary depending on change in, or amendments made to pre-discussed plans and material cost at the start of the project and time of material purchase. Any fluctuation in the cost for materials and/or labour will be discussed. Application of 13% HST applies to figures listed above. Details, signed contract, and down payment for materials are necessary and to be discussed prior to start of construction. Final payment required no later than 2 weeks after completion date.

Thank you for your business,

THE CORPORATION OF THE TOWN OF GRAND VALLEY

BY-LAW NUMBER 2015 – 09

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION
OF AN AGREEMENT BETWEEN THE TOWNSHIP OF AMARANTH,
THE TOWNSHIP OF EAST GARAFRAXA AND THE TOWN OF GRAND
VALLEY TO ESTABLISH A MUNICIPAL SERVICE BOARD**

WHEREAS it is deemed expedient that the Corporation of the Town of Grand Valley and the Township of Amaranth and Township of East Garafraxa enter into an agreement to establish a joint Municipal Service Board known as the Grand Valley Medical Dental Board.

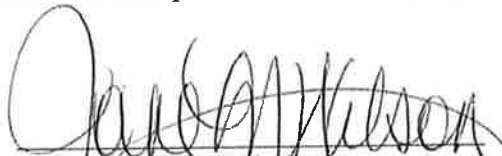
NOW THEREFORE THE CORPORATION OF THE TOWN OF GRAND VALLEY BY THE MUNICIPAL COUNCIL THEREFORE ENACTS AS FOLLOWS:

1. That the Mayor and Clerk are hereby authorized to execute the agreement attached hereto as Schedule A which forms part of this by-law on behalf of the Corporation of the Town of Grand Valley and affix the corporate seal thereto.
2. That this by-law comes into effect upon the passing thereof.

By-law read a first and second and third time and passed this 10th day of February 2015.



Steve Soleman, Mayor



Jane M. Wilson, Clerk

THIS AGREEMENT made in triplicate this 13th day of May, 2015.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

Hereinafter referred to as "Amaranth"

And

**THE CORPORATION OF THE TOWNSHIP OF EAST
GARAFRAXA**

Hereinafter referred to as "East Garafraxa"

And

THE CORPORATION OF THE TOWN OF GRAND VALLEY

Hereinafter referred to as "Grand Valley"

WHEREAS Section 196(1) of the *Municipal Act*, 2001 allows for the establishment of Municipal Service Boards for the provision of Municipal Services or Systems;

AND WHEREAS Section 202(1) of the *Municipal Act*, 2001 provides that two or more Municipalities may enter into Agreements to establish a joint Municipal Service Board and to provide for those matters which, in the opinion of the participating Municipalities, are necessary or desirable to facilitate the establishment and operation of the joint Municipal Service Board.

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Medical/Dental Board to be known as the Grand Valley Medical Dental Board, (hereinafter the

“Board”) for the purpose of enabling the provision of medical/dental services in the areas defined in this Agreement;

AND WHEREAS this agreement pertains only to the current facility located at 21 Main Street North, Grand Valley, Ontario;

AND WHEREAS the parties hereto have agreed to the transfer of ownership of the property on which the Grand Valley Medical Dental Building is located solely to the Town of Grand Valley;

AND WHEREAS the parties hereto have passed respective By-laws for the entering into of this Agreement which is to be re-visited every 5 years;

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

General Business Matters

1. A joint Municipal Service Board shall be established and shall be composed of six (6) members as follows: three (3) from Grand Valley; two (2) from Amaranth, one (1) from East Garafraxa. The Chair shall be chosen from the membership. The Board shall be charged with the facilitation of the provision of medical and dental services within the defined area. To this end the Board shall ensure that a suitable location is made available in connection with the provision of medical services and that the members shall use their utmost good faith in attempting to secure the services of a doctor to staff the facility along with a nurse and/or nurse practitioner.
2. Each Municipality, which is a party to this Agreement, shall appoint eligible members to the Board. Any member appointed must be eligible for election to the Council of their respective Municipality.

3. The member's term of office must be set by the Municipality, but cannot extend beyond the term of office of the appointing Council. [s.195(4)] Despite this, members will continue to hold office until their successors are appointed. [s. 195(5)]
4. The Chair of the Joint Service Board shall be appointed by the other members of the Board.
5. If a vacancy occurs the Board must make a Declaration thereof and inform the Municipality, which is to fill the vacancy within sixty (60) days of the Declaration by appointing a person who consents to accept the office. [s. 198(1) and (2)]
6. Similarly, if a Court declares the office of a Board member to be vacant for any reason, the Municipality must fill the vacancy within sixty (60) days of the Declaration. [s. 198(2)]
7. The following provisions apply to a Municipal Service Board as if it was a Municipal Council and to its members as if they were members of the Council.
 - i) a Municipality may appoint a member to act in the absence of the Head. [s. 242];
 - ii) a Municipality may determine the eligibility and ineligibility of a person to be selected. [ss.256 and 257]
 - iii) a Municipality may determine when a member's office becomes vacant. [s. 259(1)];
 - iv) a member may resign by filing a Notice of Resignation with the Municipal Clerk.[s. 260];
 - v) the person elected or appointed to fill a vacancy is to fill the office for the remainder of the vacating member's term. [s. 264];
 - vi) an elector may apply to a Court for a Declaration that the office of a member has become vacant. [s. 265];
 - vii) the Municipal liability provisions of Part XV apply;

viii) the provisions of Part XVI, regarding Regulations and Forms apply. [s.195(7)];

8. The Town of Grand Valley shall appoint a Secretary/Treasurer.
9. The Secretary/Treasurer shall give or cause to be given all notices required to members of the Board and shall attend all meetings of the Board and enter or cause to be entered in books kept for that purpose Minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Board and perform or due such other duties as may, from time to time, be prescribed by the Board. The Secretary/Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Board and under the direction of the Board, shall deposit any monies with respect to the operation of the Board in a special bank account designated for that purpose and shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Secretary/Treasurer shall pay only such items as are approved.
10. The Town of Grand Valley shall appoint an auditor for the Board and the auditor shall audit the accounts of the Board and shall submit copies of the Annual Statements and copies of his report to the Board and to each of the parties to this Agreement.
11. The Board shall hold at least four (4) regularly scheduled meetings annually, and at other such times as the Chairman may call or on petition of a majority of the members of the Board. The Board shall ensure that all meetings are conveyed and continued only when a quorum is present.
12. The parties hereto agree that for the purpose of the financial terms and commitments of this Agreement, the revenues received by the Board will be utilized to offset the capital and operating expenditures.

13. It is agreed that with respect to matters not dealt with in this Agreement the Board may formulate policies for and relating to the administration and operation of the Board unless otherwise prohibited by any statute or regulation.
14. The parties hereto agree to execute any such further assurances as may be reasonably required to carry out the terms hereof. In the case of any dispute between the parties to this Agreement which cannot be resolved by the Board or at the Board level, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990.
15. Further, the decision rendered in respect of any such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then the parties hereto shall agree to the selection of a single arbitrator and in the absence of agreement such arbitrator shall be appointed by a Judge of the Superior Court of Justice (Ontario).
16. In the event that any Municipality wishes to cease participating in the Board, they may do so provided that:
 - i) one (1) year's written notice is given to the Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of December 31 of the year following notice;
 - ii) any debt incurred, whether through the issue of debentures or any other way by the Municipality for the Board purposes shall remain the responsibility of the Municipality; and
 - iii) any assets, including reserves, contributed by the Municipality to the Board shall remain the property of the Board. If the Board is completely dissolved the

current cash assets are to be split according to the proportion indicated below to the number of Municipalities party to this Agreement.

- Grand Valley 50%
- Amaranth – 30%
- East Garafraxa – 20%

Procedural Rules

Meetings

(1) The time of the first regular meeting of the board of directors of the Board following the inaugural meeting may be set by the Board at the inaugural meeting.

(2) Regular meetings of the board of directors of the Board shall be held at a time and location as determined by the Board.

(3) Any regular meeting of the board of directors of the Board may be postponed to a day and time named in a notice by the chair given to each director and at least five (5) clear days in advance of the regular meeting.

(4) Any notice of meeting required to be given shall be deemed to have been given on the day that the notice is delivered to the address for delivery of the directors of the Board.

Agenda

(1) The Chair of the Board shall prepare a list of the items in the order of the topics set out as the routine of business for the use of each director at a regular meeting.

(2) The secretary shall record the minutes of each meeting and present the minutes at the following meeting for adoption.

(3) The minutes shall record:

- (a) the place, date and time of meeting;
- (b) the names of the presiding officer or officers and of the directors present;
- (c) the correction and adoption of the minutes of prior meetings, and
- (d) all resolutions, decisions and other proceedings of the Board.

Duties of Chair

It shall be the duty of the chair to:

- (a) open the meeting by taking the chair and calling the directors to order;
- (b) receive and submit, in the proper manner, all motions presented by the directors;
- (c) put to vote all questions, which necessarily arise in the course of the proceedings and to announce the result;
- (d) decline to put to vote motions which infringe the rules of procedure;
- (e) enforce on all occasions the observance of order and decorum among the directors;
- (f) call to order any directors persisting in breach of the rules of the Board and to order such person or persons to vacate the meeting subject to majority rule of the directors present;
- (g) receive all reports and other communications directed to the Board by the president and general manager and announce them to the directors;
- (h) authenticate by signature, when necessary, all by-laws, resolutions, minutes, agreements and other documents authorized by the Board;
- (i) hear and rule upon a point of order or usage, and
- (j) designate the director who has the floor when two or more directors wish to speak.

Conduct of Proceedings

- (1) Every motion shall require a seconder.
- (2) The number of times of speaking on a question shall not be limited.

- (3) Where there is a point of order or usage that is not covered by these rules, reference shall be had to Robert's Rules of Order.
- (4) All meetings of the board of directors of the Board shall be open to the public, except that a meeting or part of a meeting may be closed, if the subject matter being considered is:
 - (a) security of the property of Board;
 - (b) personal matters about an identifiable individual, including Board employees;
 - (c) proposed or pending acquisition or disposition of land by the Board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before administrative tribunals, affecting the Board;
 - (f) the receiving of advice that is subject to solicitor-client privilege, including communications necessary for that purpose, and
 - (g) consideration of a request under the Municipal Freedom of Information and Protection of Privacy Act if the Board [or commission or agency] is designated as head of the institution for the purposes of that Act.

Deputations

No deputation, other than persons entitled by statute to be heard or persons invited by notice, authorized by the Board, shall be allowed to address the meeting unless a motion to hear such deputation is passed by the affirmative vote of a majority of the directors of the Board present.

IN WITNESS WHEREOF the Corporation of the Township of Amaranth has hereunto affixed its Corporate Seal as attested to by the signature of its Clerk and Head of Council, the Corporation of the Township of East Garafraxa has hereunto affixed its Corporate Seal as attested to by the signatures of its Clerk and Head of Council, and the Corporation of the Town of Grand Valley has hereunto affixed its Corporate Seal as attested to by the signatures of its Clerk and Head of Council

SIGNED, SEALED AND DELIVERED
in the presence of)

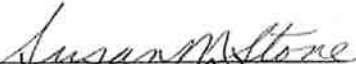
)
) THE CORPORATION OF THE
) TOWNSHIP OF AMARANTH

) Per: 
) CAO/Clerk-Treasurer

)
) Per: 
) Head of Council

SIGNED, SEALED AND DELIVERED
in the presence of)

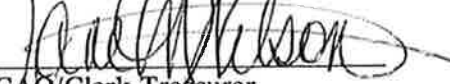
)
) THE CORPORATION OF THE
) TOWNSHIP OF EAST GARAFRAXA

) Per: 
) CAO/Clerk-Treasurer

)
) Per: 
) Head of Council

SIGNED, SEALED AND DELIVERED
in the presence of)

)
) THE CORPORATION OF THE
) TOWN OF GRAND VALLEY

) Per: 
) CAO/Clerk-Treasurer

)
) Per: 
) Head of Council