



THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
REGULAR COUNCIL MEETING
AGENDA

November 18, 2024

7:00 pm

Markstay-Warren Council Chambers

21 Main St. S. Markstay, ON

Pages

1. Opening remarks and call meeting to order
2. Land acknowledgment
3. Roll Call
4. Approval of the Agenda
5. Disclosure of Pecuniary Interest and General Nature Thereof
6. Petitions and Delegations
 - 6.a Derek Krol
7. Public Inquiries
 - *General Public Inquiries shall be limited to five minutes in length per person and to a total duration of 15 minutes for all public inquiries section of the agenda.*
 - *The Clerk shall advise the Chair once the prescribed time limit has lapsed.*
 - *Attendees wishing to speak shall stand and await approval from the Chair before commencing. Once approval is granted, the attendee shall state their first and last name which the Clerk will record in the minutes. Questions will be taken one at a time, in the order received.*
 - *Attendees wishing to ask more than one questions shall give all other attendees the opportunity before being permitted to ask a second question.*

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- *The Chair shall be given first opportunity to respond to the attendee and may ask members of Council or staff for further input. Questions requiring a lengthy answer or which require research shall be directed to staff for further review.*
- *The Chair shall have the right to curtail any questions which are not related to an agenda item, that has previously been presented to council or questions which are deemed to be inappropriate, derogatory or otherwise not suitable for discussion in an open meeting.*
- *This opportunity to speak shall not be used to file complaints of any nature. Attendees wishing to file a complaint shall direct the information to municipal administration staff outside of meeting times.*

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	As per Section 239 of the Municipal Act	

A meeting or part of a meeting may be closed to the public if the subject matter being considered is

1. The security of the property of the municipality or local board

2. Personal matters about identifiable individuals

21. Reporting from Closed Session

22. Adjournment

23. Regular Council Meeting

**LA CORPORATION DE LA MUNICIPALITÉ DE
 MARKSTAY-WARREN
 RÉUNION RÉGULIÈRE DU CONSEIL
 ORDRE DU JOUR**

le 18 novembre 2024

19 h 00

Markstay-Warren Council Chambers

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19. Annonces et questions

20. Huis clos

Conformément à l'article 239 de la loi sur les municipalités

Une réunion ou une partie d'une réunion peut être fermée au public si le sujet traité est

1. la sécurité des biens de la municipalité ou de la commission locale
2. des questions personnelles concernant des personnes identifiables

21. Reporting from Closed Session

22. Levée de la réunion

23. Réunion Régulière du Conseil

From: [Derek Krol](#)
To: kmorris@markstay-warren.ca; solsen@markstay-warren.ca; [Andrea Tarini](#)
Cc: [Derek Krol](#)
Subject: By-Law 2019-21 changes proposal
Date: Monday, November 11, 2024 8:31:54 AM

Good Day

Please be assured that the purpose of the By-law changes, specifically **By-Law 2019-21 Schedule "A" Item 9** comes from the respect.

highlights of the problem

while living in the Markstay-Warren community we were suffering from constant dog barking days/nights often 6-7 hours non stop , unwanted visits of the mentioned dogs and aggressiveness of the dogs belonging to our neighbour, the matter is well documented from January 06th 2017.

for the number of years we were dealing with Rainbow, very hesitant organization with limited work ethics, we used the assistance of the previous City Representatives to make Rainbow act and provide at least the temporary solutions.

At the time being I am willing to concentrate only on the most recent events, more specifically;

July 29th 2024 we got the great level of hope learning, that Markstay-Warren created the contract for their own Investigative Group. Complaint was filed and registered, resolution was promised in 30 business days as per By-Law requirements.

All evidence was provided; statements, recordings(43) etc. The thorough Investigation took place way longer than the anticipated 30 days and to our great surprise, on the day 67 we have learned that our neighbour suddenly became an unregistered self-proclaimed farmer, because conveniently he has purchased himself a single animal and now his dogs, roaming and barking 24/7 or some being chained along with the young calf on the front lawn are the guarding dogs protecting his new hobby, and accordingly to the existing By-Law's wording, those dogs are the exempt from the noise violation, and as per obtained statement I am at mercy and courtesy of my neighbour because he can keep doing whatever he wishes. I was assured that there is no protection of the By-Law to address my sufferings and my right to peaceful quiet life.

Some crafty and well trained individuals were able to take the advantage of the open language in the current version and instead of facing well deserved legal consequences they turned the vague language to their sneaky advantages, in the simple words they were facing upcoming penalties for noise violation and in order to avoid them they simply purchased one single livestock proclaiming suddenly themselves as farmers. It was allowed to happen because the current By-Law does not enforce the minimum requirements for the obtaining the title and its benefits, Current version allows that individual has a single calf, rabbit or even chick and obtains full benefits for ongoing noise violations

Please be assured that;

With all the respect to all hard working farmers/producers of the livestock, the current

proposal has absolutely no intention to enforce any limitations, neither restrictions, on the honest, law abiding, hard working individuals, but it is intended to eliminate the existing loop holes being used by imposters trying to cover their unlawful and disgraceful arrogant behaviour and exclude themselves from any legal responsibilities using their craftiness and interpretation.

We have the great honor to live in the country where privileges come with appropriate licences and minimum requirements of its holders, and licence owners are the subject to the strict laws and regulations/obligations not to endanger, neither impose their privileges on well being of others. Privilege given to one individual must not be at the cost of well being or health risk of the other one. Majority of us enjoy responsibly many given privileges like driving, but all of the licence holders are subjects to the strict regulations permanent and temporary; we are granted the privilege of the free speech, but no one is permitted to be offensive, harmful or disrespectful towards others, we all have the privilege of jokes and laughing, but never at the cost of humiliation of the vulnerable; some are granted the privilege to farm or homestead, but none is granted those privileges at the cost of the neighbours health and safety, many are privileged to hunt, but never up to discretion of their own likings, the list goes on and so the minimum requirements.

*Since we are aware about the potential compromising point of the existing By-Law, we should exercise the privilege of ability to correct it. Please allow me to testify that current wording of the **By-Law 2019-21 Schedule “A” Item 9** is being compromised and abused with unreasonable interpretations, that cause ongoing unnecessary sufferings for the extremely prolonged time. At the current moment there is no need to discuss many years of the abuse, but there is a need to address the most recent situation that started on July 29th 2024 and is still ongoing. In the short words myself and my Family, we are being exposed to the constant multiple dogs barking coming from the neighbouring property. Barking/ whining is extremely loud going on days/nights often 6-7 hours non stop, my sleep time is interrupted many times almost every night or just simply limited to the 2-3 hours of napping because of constant barking, evidence is well documented and voice recordings are in the possession of the By-law department. Unfortunately resolution is currently not possible and By-Law officers are not able to do deal with the situation because the same By-Law that was designed for the protection of the law abiding residents is also allowing the lawless actions of those who take craftily advantage of it*

Please kindly accept the proposal/highlights of the necessary changes to the wording of the By-Law 2019-21 especially Schedule “A” item 9 with the current wording.

By-Law 2019-21 Schedule “A” Item 9

[No person shall emit or permit] persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.

"animals used for agricultural or other authorized work are exempt from the section of the By-Law that prohibits persistent barking or other noise made by an animal".

summary of the proposed and needed changes;

1. Please kindly note, that all other Municipal By-laws have much more clear descriptions of the working dogs - demanding that the owner must be an active farmer/producer as per OFA in good standing and in many situations dogs must obtain proper training certificate. - it is imperative to have similar wording and requirement in Markstay-Warren
- it is imperative that Markstay-Warren By-Law is in full compliance with the Ontario standards

Benefit from the possession of the livestock guarding dog(s) should be limited to the true documented/registered and in good standing OFA members only, instead of self proclaimed "farmer" who is never committed, unregistered, simply manipulating loop holes of the By-Law, just avoiding the potential fines, in other words benefits should be applicable to the legitimate producers only. Privileges come with recognized licences, but not with self-proclaimed titles.

- no recognition neither benefit of the working dog should be granted to the unregistered farmer.

- By-Law should not serve as an escape clause for the infraction

2. Please note, that there is a very clear distinction between the working dog and the poor chained dog 24/7, left outside barking constantly, in other simple words neurotic barking is violating the ordinance and certainly By-Law officers should have the right tools to recognize this significant distinction.

Working dog should not need to bark more than a minute to get the owner's attention and reaction to the problem, when dog whines, it certainly does not work/protect, but rather calls for the attention and By-Law should be clear, that not all noises are allowed to be classified/recognized as "working" granting the undeserved primacy just to the fact that owner in panic purchased himself a rabbit, chick or tiny single calf most likely for almost immediate consumption.

just a fact of having a livestock animal should not allow for indefinite disturbing noises caused by dogs left alone and often neglected.

Clear wording is needed to classify the dog as a working dog -

- proper training certificate and licence

- distinction between barking and whining

- prolonged neurotic barking must not be classified as working

3. Once the OFA member is recognized as the legitimate farmer and producer and guard dog status is granted to his/her guarding/working animals there still has to be clear guidance to disqualify neurotic barking/whining from the privilege granted.

- No form of the abuse of privileges should be tolerated

4. dogs should not be left unattended outside overnight - because it is only a matter of time when they will start making noises due to their nature, in other words leaving the dogs in the closed shed or chained overnight and allowing them to bark (even when muffled) is not a resolution, but rather an act of negligence, Muffled barking can be as annoying as any other.

- any audible prolonged noise from domestic animal should be classified as an offence

5. every privilege of the resident shall not impose on the life of the another one, and privileges

in respectful organized communities should be granted very carefully and monitored like any other privileges given to citizens/residents.

- self-proclamation of the own needs shall not grant privileges

Municipality has the great level of responsibly to protect their community, but nonetheless to protect their employees. During my long professional carrier i have always encouraged all of my subordinates to apply the discretion to each and every investigation/action taken, and my point of view has never changed, but we must understand that discretion can be applied by the investigator only as his/her option, but never as a surrender due to insufficient Law.

Poor or insufficient, open to the free interpretation Law, is loosing its value and status, becoming a mocking and laughing point, being loudly discredited - just like in my neighbourhood, causing the public humiliation of the investigating Officer.

6. A must changes to the By-Law clear wording will empower the By-Law Officers with proper tools and will certainly disallow any dishonest individual to circle the By-Law craftily and mock its statue publicly. Please equip your employees with necessary tools avoiding humiliation and unnecessary surrender while serving.

- it is municipality's responsibility to equip the employees with proper tools to be successful on the job

Please kindly note that all my correspondence related to this matter and evidence provided (recordings and statements) can be used by Council for the purpose of necessary changes and be presented to the Councillors

I am proposing the changes highlighted below ;

By-Law 2019-21 Schedule "A" Item 9

[No person shall emit or permit] persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.

-Agricultural exception shall be applicable to the registered and in good standing OFA members only

- any other authorized work recognition should be granted only as a temporary licence obtained on documented events, but never on personal desires,

- neurotic barking/whining and/or any other unnecessary noises should not be recognized as working or protective

- owners of the dogs should not be permitted to leave them unattended

once again many thanks to all of the Officials for the time, effort and understanding to this matter

Markstay-Warren Public Library Board

CEO Report for September and October 2024

“Libraries serve the information needs of all of the people in the community – not just the loudest, not just the most powerful, not even just the majority. Libraries serve everyone.” Judith Krug

The day in the life of library staff is never monotonous. The challenge is to complete daily tasks, develop and run programs while always prioritizing the needs of public. Staff are incredibly versatile, constantly jumping from one thing to another, often times not finding the time to fully complete a task due to addressing the needs of all who visit the library which always takes precedence.

September, back to school has always felt like the start of a brand-new year! We kicked off the month with our challenge – drop in and get your photo in our back-to-school frame for a chance to win.

Staff attended the Warren Agricultural Fair and ran obstacle courses for children, youth, teen and family categories. While the weather was poor, the event was well attended.

Staff attended the Franco-Ontarian Flag raising event at the Municipal office on September 25th.

Programs that break over the summer resumed: Our Board at the Library for 6+ and our Walk n’ Coffee. New programs that began are the imagination table for little ones while Board 6+ occurs and our new partnership with OCOF (Our Children Our Future Sudbury East). Parents/caregivers and their children attend at the library in Warren and Markstay the first and last Monday of each month. OCOF provides the snack and craft materials if required and the library staff facilitate the program with stories, songs, craft and play.

Challenges with the internet in Markstay began in September. Changes were made to their server which then resulted in difficulties accessing WIFI, staff email and numerous sites. This has been ongoing after being advised it was resolved but still presents as problematic. After working with their IT, she advised that come January 2025 we likely will not have access to many sites due to the changes the school board is making regarding access and will need to get our own internet, no longer shared.

The library continues to welcome new comers to the library for assistance with looking for employment, housing, etc. and seeking general information. Staff have to wear a number of different hats to meet the various demands.

September is always an extremely busy administrative month.

*The TD Summer Program mandatory statistics and survey was submitted.

*Paperwork completed and sent for our CVITP (Community Volunteer Income Tax Program) grant.

*TPON grant application for PLOG (Public Library Operating Grant).

*Grant submission for Ontario Public Library Service Awards.

*Final paperwork completed for Summer Experience Program 100% summer student.

*Computer/technical work to complete a switch over from our web reporter library software to blue cloud

analytics with JASI.

*CEO regional meetings resumed to in person with CEO attending at North Bay Public Library.

*Ordering of online E-Resources for 2025 completed.

*A subscription with CANVA PRO began in September. This has cut down on staff time required to in make posters with the PRO edition.

On October 1st CEO and assistant to CEO attended the Sudbury East Chamber of Commerce awards evening in Noëlville. The library was nominated for a Community Impact Award and won!!! A huge thank you to the community members who voted for us as well as Mayor Olsen and Deputy Mayor Poirier who were in attendance.

CEO and assistant presented what the library has to offer to school staff and their students during the Markstay Public School staff meeting. With a number of new staff, it was imperative that clarity was given on how the library runs and what our role and responsibility is to the school.

October 8 library staff took part in UNIVI's walk n' lunch. Staff provided a demonstration of the walking poles and loaned them out to walkers. It was an opportunity to share other items of interest to the participants that the library has to offer.

After a closed meeting was held on October 15, CAO, Mayor and Deputy shared news with CEO that the Warren Branch would be relocated. Further to this, our board chair and myself met with above individuals on October 25th to present a number of issues, concerns and costs associated with this move. The municipality will address and absorb these additional costs. Losing the central hub location of the community will bring increased costs to the library budget recognizing the distance to utilize the kitchen, rink and ball field. It is unclear how the library will be able to make these programs work in our new location. The ease of access for many will no longer exist. The current location was designed specifically to meet the needs of the community, location being key. The move will require considerable down time at both branch locations and increased staff hours.

During the Senior Information Fair held at the Warren Arena on October 19th, many seniors engaged with library staff and took part in our photo booth and book draw. It was an opportunity to showcase library specific items that would benefit seniors; hand out new magnets and book bags.

After staff training, naloxone kits were received and are available for distribution at both branch locations.

Ontario Public Library Week was filled with activities October 20 – 26th. Library patrons celebrated with us by filling out a leaf or pumpkin and sharing what they love about their library. Many joined in for ice cream cones and sandwich bars, 103 cool treats were given out.

CEO attended virtual OLS conference. The theme was Momentum - The CEO of OLS, Melissa shared with us, "When people think of libraries it is said they think of dedicated individuals making a profound impact in their community. It is the unwavering commitment that fosters a dynamic environment that embraces change and adapts thoughtfully to serve those around us. Working in this environment it is vital to welcome and support everyone in their educational, social and personal journey."

The keynote speaker Jesse Hirsh led with "Forget Libertarians, we need librarians!" Librarians are at the forefront of our society and interact with a widespread, diverse group. Jesse allotted to the learning curve being the internet with new apps, new services, constantly changing with the essential still being the application of literacy and pattern recognition, a life skill which has never been more important, a path everyone needs to journey too. He referenced to the fact libraries are more important than ever before, "libraries are an indispensable as the blood of life, crucial to being inclusive and accessible" while recognizing the issues and challenges that are faced by library staff.

Other workshops who began new programs that were discussed in detail were: "Read the Rainbow", "Organic

Programs”, “Innovative Community Outreach Programs” and “Bookmobile Journey”. These are engaging in that many allow us to take small components rather than reinventing the wheel sparking new and innovative ways that could be utilized.

The final workshop focused on being a business. Our local government is the main source of funding. It is imperative that support is received and the value of the library is recognized. If it is not, this presenter spoke on lobbying and the need to push the envelope should budget not be approved by engaging your community.

When you look at the percentage of taxes that go towards your municipal library, it is small and when residents have been surveyed in many Ontario libraries majority would be willing to pay an increased percent on their property taxes towards library access than anything else.

The virtual OLS conference for board members occurred during library open time and due to the busyness of the Warren branch I was unable to participate.

In order to provide free income tax to community members with a modest to low income at the library, CEO completed three applications for organization; clinic and volunteer registrations.

We completed October strong with two back-to-back Board at the Library program for 6+ and Littles pumpkin carving receiving all our pumpkins through donations and the last day of the month with the highest number of trick or treaters to date.

Meetings:

- September 4 – Library staff meeting
- September 9 - Library Board Meeting
- September 16 – Special Meeting – Livestream council
- September 17 - Library staff meeting
- September 19 – JASI meeting via zoom
- September 23 – Regional Networking Meeting – North Bay Public Library
- September 25 – OLS Licensing Digital Content – via zoom
- October 1 - Library staff meeting
- October 1 – Backstreet Gallery – Sudbury East Chambers of Commerce – Noëlville
- October 3 – Markstay-Warren Recreation Committee – Warren
- October 7 – Markstay Public School Staff Meeting – Markstay
- October 16 – CEO networking – via zoom
- October 21 – Council Meeting – Livestream – Warren
- October 23 – Ontario Library Staff Conference – virtual
- October 24 – Ontario Library Board Conference – virtual
- October 25 – Municipal Office – Board Chair, Mayor, CAO, Deputy and Library CEO

September Statistics:

- 47 Crafts
- 18 Patrons - 1-1 Tech Help = 7.25 hours
- 10 Walking Club
- 6 Walk n' Coffee
- 5 Home Delivery
- 37 Back-To-School Challenge
- 13 Board At The Library
- 20 OCOF at the Library
- 137 Warren Agricultural Fair Obstacle Courses for all ages

October Statistics:

- 33 Crafts
- 22 Patrons – 1-1 Tech Help = 8.5 hours
- 11 Walking club
- 23 Walk n' Coffee
- 3 Home Delivery
- 71 OPLW challenge – What do you love about your library?
- 22 Board At The Library
- 31 OCOF
- 19 UNIVI walk n' lunch-walking pole distribution and orientation
- 78 Seniors Info Fair
- 103 cool treats distributed
- 52 Trick or Treaters

Projects requiring attention

- Ongoing Staff Training
- New Policies – ongoing
- Board Orientation & Recruitment– ongoing
- Collection's weeding
- Organization planning
- Moving to new location, *all other projects put on hold

2024 September

HOURS:

MARKSTAY **WARREN**
 Monday: 1PM-8PM Tuesday: 1PM-8PM
 Wednesday: 1PM-8PM Thursday: 1PM-8PM
 Saturday: 10AM-12PM Saturday: 1PM-4PM



CLOSED ON HOLIDAY LONG WEEKENDS
 CLOSED SATURDAYS IN JULY & AUGUST

FOLLOW US!

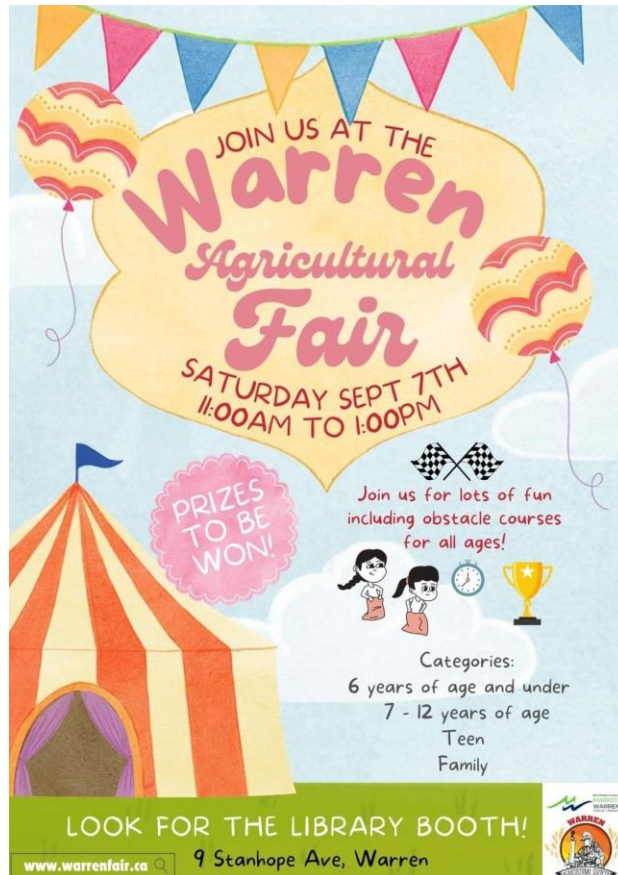
 markstaywarrenpl

 Markstay-Warren
Public Library

REACH OUT TO US AT:

 markstaywarrenpl@gmail.com
 705-599-3009 or 705-599-2665

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 HAPPY LABOR DAY	2 SORRY! WE'RE CLOSED	3 back to school	4 BACK TO SCHOOL CHALLENGE FOR THE MONTH OF SEPTEMBER. SHARE YOUR PHOTOS WITH US OR STOP IN! PRIZE DRAW WILL TAKE PLACE AT THE END OF THE MONTH!	5	6 	7 Warren Fair 11:00-1:00 Obstacle Courses for all Ages! Prizes to be won!
8	9 Library Board Meeting 6:30 @ Municipal Office	10	11	12	13	14 YES! WE'RE OPEN
15	16	17 WALK N' COFFEE @ 1:00 	18 WALK N' COFFEE @ 10:00 	19	20	21 OPEN SATURDAYS AGAIN, STARTING SEPT 14TH!
22	23	24 WALK N' COFFEE @ 1:00 	25 WALK N' COFFEE @ 10:00 	26	27	28
29	30 PARTNERSHIP WITH OCOF STORYTIME, CRAFT & SNACK 10-11:30 IN BOTH MARKSTAY & WARREN	National Day of Truth & Reconciliation 	BIBLIOTHÈQUE PUBLIQUE DE MARKSTAY WARREN PUBLIC LIBRARY 	EarlyON Child and Family Centre ON y va <small>Centre pour l'enfance et la famille</small>	Our Children Our Future Nos enfants notre avenir 	



JOIN US AT THE
Warren Agricultural Fair
 SATURDAY SEPT 7TH
 11:00AM TO 1:00PM

PRIZES TO BE WON!


Join us for lots of fun including obstacle courses for all ages!

Categories:
 6 years of age and under
 7 - 12 years of age
 Teen
 Family

LOOK FOR THE LIBRARY BOOTH!
www.warrenfair.ca 9 Stanhope Ave, Warren



WARREN PUBLIC LIBRARY
MARKSTAY
WARREN
PUBLIC LIBRARY




JOIN US TO MAKE AN **ANIMAL COLLAGE**

Ages 6+ @6:30PM

MARKSTAY: WED, SEPT 25TH WARREN: THURS, SEPT 26TH

Registration is required!



Imagination Table





LIBRARY WALK N' COFFEE GROUP

Markstay
Wednesdays 10am
Mercredis 10h

Starts/Début: 18 SEPT



Warren
Tuesdays 1pm
Mardis 13h

Starts/Début: 17 SEPT

We'd like to invite you to join us for our new weekly walking group, where you can enjoy the crisp fresh air, make new connections, and stay active together. Following the walk, you're invited to spend time at the library for a delightful social gathering, where we'll enjoy the warmth of friendship over coffee, tea, cards or puzzles – a perfect blend of relaxation and camaraderie awaits you!

Nous aimerions vous inviter à nous rejoindre à notre nouveau groupe de marche hebdomadaire, où vous pourrez profiter de l'air frais et vif, établir de nouvelles connexions et rester actif ensemble. Après la promenade, rejoignez-nous à la bibliothèque pour un agréable moment de convivialité où nous savourerons la chaleur de l'amitié autour de jeux de cartes, casse-têtes, et de café ou thé – une combinaison parfaite de détente et de camaraderie vous attend!



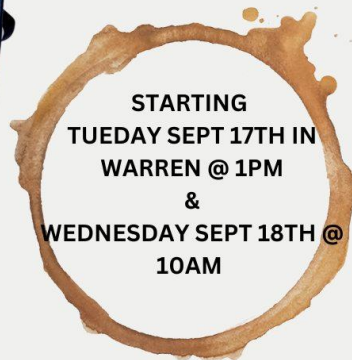
For more info/pour plus de renseignements:

Josée: 705-599-3004 ext 112
josee.pitre@univl.ca
Warren Branch Library: 705-599-2665
Markstay Branch Library: 705-599-3009
markstaywarrenpl@gmail.com

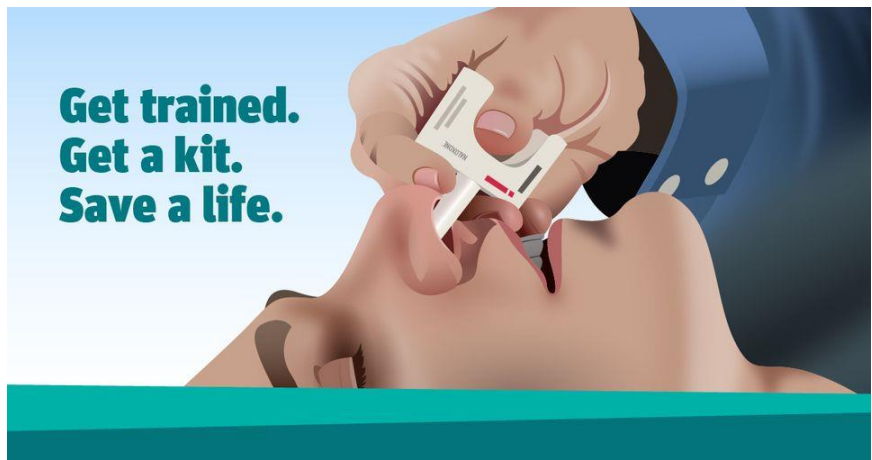


THE MONTH OF SEPTEMBER

JOIN US FOR OUR WALK N COFFEE
AND HAVE YOUR NAME ENTERED
FOR A CHANCE TO WIN



STARTING
TUESDAY SEPT 17TH IN
WARREN @ 1PM
&
WEDNESDAY SEPT 18TH @
10AM



**Get trained.
Get a kit.
Save a life.**

NALOXONE KITS AVAILABLE AT THE LIBRARY

A colorful poster for a children's program. The title 'STORY, CRAFT & SNACK' is written in large, bold, yellow letters with a blue outline. Below the title, it says 'Join us on the first and last Monday of every month from 10:00-11:30 (EXCLUDING HOLIDAYS)'. A list of activities includes 'STORY TIME', 'SINGING', 'CRAFTS', 'STEM ACTIVITIES', and 'SNACKS & MORE!'. A blue oval states 'FREE! FOR CHILDREN 0-6 YRS'. The location is 'IN BOTH MARKSTAY & WARREN PUBLIC LIBRARY LOCATIONS!'. The poster features illustrations of a pair of pink scissors, a red pencil, a yellow sun, and two children reading books. Logos for Markstay Warren Public Library, 'Our Children Our Future / Nos enfants notre avenir', and 'Early ON / ON y va' are at the bottom.

STORY, CRAFT & SNACK

Join us on the first and last Monday of every month from 10:00-11:30 (EXCLUDING HOLIDAYS)

- STORY TIME
- SINGING
- CRAFTS
- STEM ACTIVITIES
- SNACKS & MORE!

FREE!
FOR CHILDREN
0-6 YRS

IN BOTH MARKSTAY & WARREN PUBLIC LIBRARY LOCATIONS!

WE ARE NACHO AVERAGE LIBRARY!

Join us for our "Board night"
& enjoy a cheesy treat!



On September 30,
let's stand by Indigenous Peoples.

Let's **wear orange**
to show our respect,
our support,
and our commitment
to *reconciliation*.

2024 OCTOBER

Story, Craft & Snack
Join Vanessa, Caitlyn & OCOF for story time, simple songs, STEM activities and crafts, followed by a healthy snack.

Walk N' Coffee
Enjoy the fresh air, make new connections and stay active together. Followed by a social gathering at the library for a hot cup of coffee or tea.

Board at the Library
Last Wed & Thurs of every month, kids 6+ can come socialize and create. **Registration is required!**

HOURS:

MARKSTAY **WARREN**
Monday: 1PM-8PM Tuesday: 1PM-8PM
Wednesday: 1PM-8PM Thursday: 1PM-8PM
Saturday: 10AM-12PM Saturday: 1PM-4PM

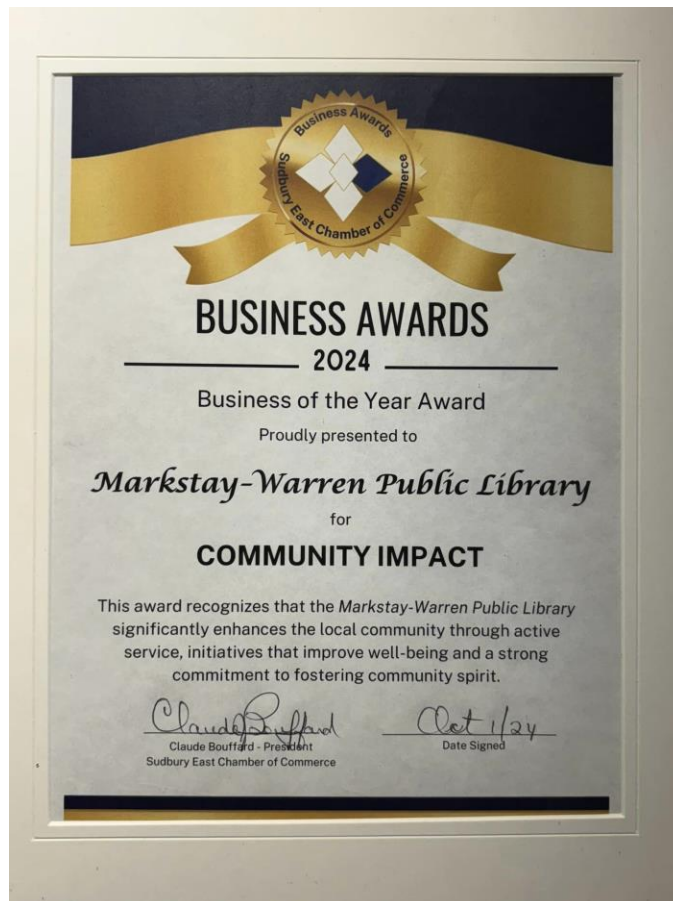
REACH OUT TO US AT:

✉ markstaywarrenpl@gmail.com
☎ 705-599-3009 or 705-599-2665



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30 First Nation Public Libraries week	1 Walk N' Coffee @1pm	2 Walk N' Coffee @10am	3	4	5
6	7 F is for Fall OCOF 10-1130am	8 Walk N' Coffee @1pm	9 Walk N' Coffee @10am	10	11	12 SORRY! WE'RE CLOSED
13 HAPPY THANKS GIVING	14 SORRY! WE'RE CLOSED	15 Walk N' Coffee @1pm	16 Walk N' Coffee @10am	17	18	19 Markstay-Warren Seniors Information Fair 10am - 3pm
20 ONTARIO PUBLIC LIBRARY WEEK	21	22 Join us 1pm - 8pm for a sweet treat Walk N' Coffee @1pm	23 Join us 3:30pm - 8pm for a sweet treat Walk N' Coffee @10am	24	25	26
27	28 P is for Pumpkin OCOF 10-1130am	29 Board at the Library @ 630pm	30 Board at the Library @ 630pm	31 Trick or Treat in Warren with us!		







JOIN US

**AT THE SENIORS INFORMATION FAIR TO
 WIN SOME AMAZING PRIZES!**

**ENTER
 To Win**

**OCTOBER 19TH
 10:00AM-3:00PM
 @ The Warren Arena**

MARKSTAY WARREN



ONTARIO PUBLIC LIBRARY WEEK
LA SEMAINE DES BIBLIOTHÈQUES PUBLIQUES DE L'ONTARIO

LIBRARIES FOR LIFE

BIBLIOS POUR LA VIE

#LIBRARIESFORLIFE | #BIBLIOSPOURLAVIE | OCTOBER 20-26, 2024 | DU 20 AU 26 OCTOBRE 2024 | OPLW.CA



**OCTOBER.
21ST - 26TH.**
DROP BY THE
LIBRARY AND
FILL OUT A
LEAF. TELLING
US WHAT YOUR
FAVORITE
THING IN THE
LIBRARY IS.
**FOR A CHANCE
TO WIN**

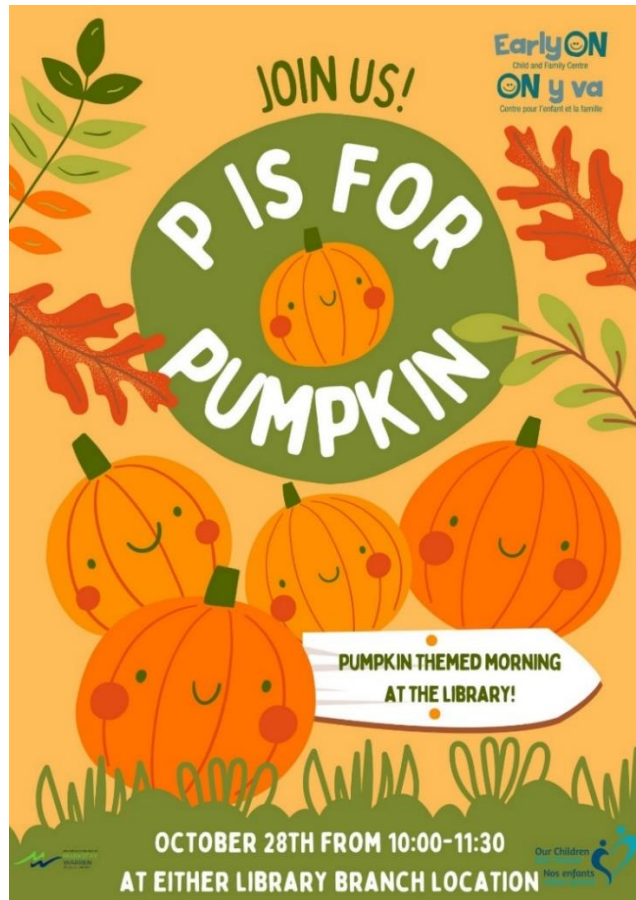


**Ice Cream
for OPLW**

Treat yourself to a sweet treat with us. In celebration of Ontario Public Library week

October 22nd & 23rd

Warren Oct. 22nd from 1-8pm
Markstay Oct 23rd from 3:30 - 8pm



BOARD AT THE LIBRARY

PUMPKIN

OCT. 29TH - WARREN
OCT. 30TH - MARKSTAY
STARTING AT 6:30PM

DECORATING

MUST BE 6+

GET A CHANCE TO
WIN BEST PUMPKIN

REGISTRATION REQUIRED

REGISTER YOUR CHILD NOW BY SENDING US A MESSAGE

A vertical poster with an orange background. At the top left, it says 'BOARD AT THE LIBRARY'. The main title 'PUMPKIN' is in large, bold, dark red letters. Below it, the dates 'OCT. 29TH - WARREN' and 'OCT. 30TH - MARKSTAY' are listed, followed by 'STARTING AT 6:30PM'. The word 'DECORATING' is in large, bold, dark red letters. Below that, it says 'MUST BE 6+'. The text 'GET A CHANCE TO WIN BEST PUMPKIN' is in white and bold. At the bottom, 'REGISTRATION REQUIRED' is in large, bold, dark red letters, with 'REGISTER YOUR CHILD NOW BY SENDING US A MESSAGE' in smaller white text below it. The background features illustrations of pumpkins, ghosts, and a balloon.

MARKSTAY- WARREN PUBLIC LIBRARY

TRICK or TREAT

THU OCTOBER 31 4 PM

Warren Branch

A horizontal poster with a dark purple background. On the left is a cartoon illustration of a pumpkin character wearing a black witch's hat with a yellow buckle and a black cape. The text 'MARKSTAY- WARREN PUBLIC LIBRARY' is at the top right. The main title 'TRICK or TREAT' is in large, colorful, stylized letters. Below it, the date and time 'THU OCTOBER 31 4 PM' are shown. At the bottom, 'Warren Branch' is written in large white letters. The background includes silhouettes of trees and a graveyard.

Statistics to date:

2024 Statistics	Activity/ Location	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	TOTAL
VISITORS	Warren	344	335	660	589	375	426	654	749	379	411			4922
	Markstay	190	155	239	313	311	449	736	694	411	245			3743
	Classes	783	546	507	491	654	671	n/a	n/a	543	719			4914
NEW	War & Mark	8	6	51	24	9	12	10	8	7	13			147
CIRC.	War & Mark	729	686	702	778	830	811	679	548	789	594			7146
	Interlibrary	34	33	29	49	43	44	46	39	31	41			389
	OverDrive	185	172	177	164	177	136	156	150	177	180			1674
Computer	War & Mark	100	67	67	93	79	72	73	125	78	72			826
Wifi	War & Mark	3700	3640	3711	3629	2948	2721	2134	1973	1732	2371			28559
Printing	War & Mark	16	11	13	29	19	17	11	12	16	13			157
ACTIVITY	TD online	n/a	n/a	n/a	n/a	n/a	8	31	19	n/a	n/a			58
	# Books Read StoryWalk#s	n/a	n/a	n/a	n/a	n/a	n/a	SW 34	432 B SW78	n/a	n/a			544
at-library	TD summer	n/a	n/a	n/a	n/a	n/a	n/a	246	211	n/a	n/a			457
at-library	Sports & Recreation	n/a	n/a	n/a	n/a	Ball Hockey 131 Baseball 181	Soccer 110 Baseball 111	Soccer-Ball Hockey-Baseball: 341	Soccer-Ball Hockey-Baseball: 329	n/a	n/a			1203
	Library Challenge	17	81	n/a	n/a	42	78	64	54	Back to school 37	OPLW- 71 Treats-103			547
Special Programs	Technical Support 1:1	21 P 7.25 hrs.	14 P 6.5hrs.	13 P 4.5 hrs.	19 P 5.5 hrs.	21 P 7.5 hrs.	24 P 6.75 hrs.	17 P 8.25 hrs.	19 P 9 hrs	18 P 7.25 hrs	22 P 8.5 hrs			188 P 71 hrs.
	Syl's Game Night	7	10	8	6	9	n/a	n/a	n/a	n/a	n/a			40
	Community Events	M-W MH 50	Paroise-Chinese 27	Wfest 99 BWB 111	Fiberfest 22 MWMH Ball Hockey 17	UNIVI walk & lunch 18 Mark Fair 7 MPS 315	T.D./Sports Distribution :350	n/a	n/a	Warren Agricultural Fair 148	Seniors Info Fair 78 Univ Walk 19			1261
	Walking Club & Coffee Club	11 & 48	31 + 6	32 + 7	33 + 1	8 + 8	9 + n/a	8 + n/a	7 + n/a	10 + 6	11 + 23			259
	Tax Clinic	n/a	2	22	11	1	n/a	n/a	n/a	n/a	n/a			36
in-library	Crafting	31	29	67	71	332	89	93	78	47	33			870
in-person	OCOF - Mark OCOF - Warr	0	17 + 6	n/a + 3	n/a	n/a	n/a	n/a	n/a	16 4	18 13			77
in-library	Board - Game	4	6	9	6	n/a	n/a	n/a	n/a	N/A	n/a			25
in-library	Board - Craft	7	22	67	86	n/a	n/a	n/a	n/a	13	22			217
in-library	Teen/Adult - Crafting	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	9			9
ERESOURCE	Teen Health	0	0	0	0	0	0	0	0	0	0			0
	TumbleBooks	35	45	7	66	133	191	16	14	19	22			548
	Career	0	4	1	3	11	4	2	3	3	3			34
	Novelist	31	144	67	72	121	147	88	92	193	114			1069
	World Book	300	334	340	84	34	0	40	29	500	100			1761
	PebbleGo	3	1	2	11	0	1	1	5	2	0			26
	Cdn. Pt. View	53	77	115	93	57	43	55	61	112	0			666

NAME	HRS WORKED	PAY PERIOD	PAID \$	COMMENTS	ALL STAFF TOTAL
Pamela Kelly	61.00	Sept 1 - 14		Sept 1 - 14	\$3,222.18
	64.25	Sept 15 - 28		Sept 15 - 28	\$3,785.55
	64.50	Sept 29 - Oct 12		Sept 29 - Oct 12	\$3,930.89
	65.50	Oct 13 - 26		Oct 13 - 26	\$3,686.98
Vanessa Mellow	37.50	Sept 1 - 14			
	48.00	Sept 15 - 28			
	53.25	Sept 29 - Oct 12			
	42.75	Oct 13 - 26			
Caitlyn White	32.75	Sept 1 - 14			
	40.00	Sept 15 - 28			
	48.75	Sept 29 - Oct 12			
	37.25	Oct 13 - 26			
Taylor Landry	0.00	Sept 3 - 16			
	8.50	Sept 17 - 30			
	0.50	Oct 2 -14			
	9.00	Oct 15 - 28			
Madison Bole	9.75	Sept 3 - 16			
	8.50	Sept 17 - 30			
	6.50	Oct 2 -14			
	9.00	Oct 15 - 28			
Liam Labelle	3.25	Sept 3 - 16			
	0.00				
TOTAL:			\$14,625.59		
		<i>To Date:</i>	68, 849.32	Budget:	113,312

*Financial statements as of August 22

Facebook/Instagram Reach during September & October:

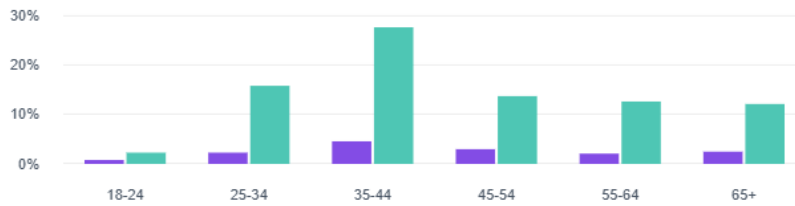
Audience

These values are based on total followers of your Page or profile.

Create a post

Age and gender

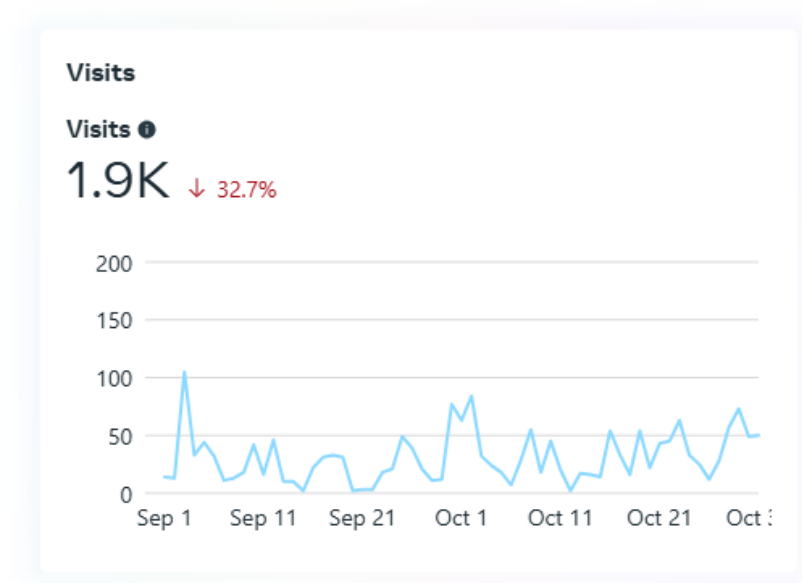
- Men 15.70%
- Women 84.30%



Location

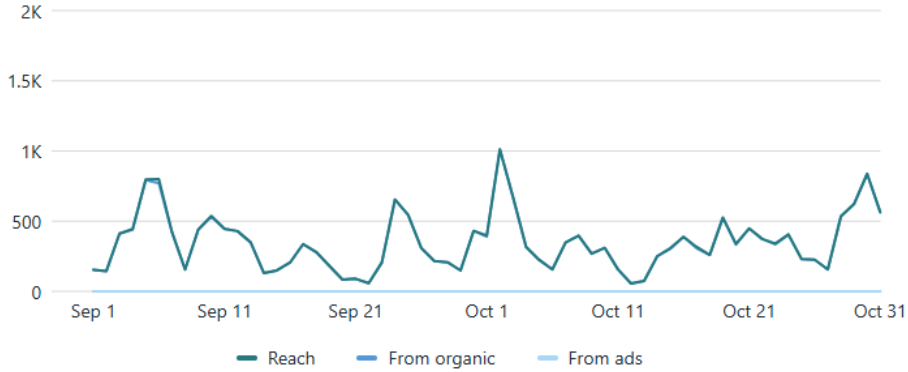
Cities Countries

Greater Sudbury, ON, Canada	410
Markstay, ON, Canada	111
Sturgeon Falls, ON, Canada	56
Verner, ON, Canada	24
Ottawa, ON, Canada	19
St. Charles, ON, Canada	16
North Bay, ON, Canada	15
Hamilton, ON, Canada	11
Mississauga, ON, Canada	11
Noelville, ON, Canada	11



All Posts Stories Reels Videos Live

Reach ● 4.7K ↓ 24.3%
 3-second views ● 1.4K ↓ 75.2%
 1-minute views ● 179 ↓ 44.8%
 Content interactions ● 2.2K ↑ 43.8%
 Minutes viewed ● 13h 2m ↓ 63.3%



Reach breakdown ●

Sep 1 – Oct 31

Total

4,744 ↓ 24.3%

From organic

4,733 ↓ 20.6%

From ads

0 0%

Staff engagements: (Ctrl + Click on link to watch video)

- **In the works: What your public local library has to offer!**

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
FINANCE COMMITTEE MEETING**

October 8th, 2024

5:30 pm

Markstay Council Chambers

21 Main St. South, Markstay

MINUTES

1. Opening Remarks and call meeting to order at 5:36 pm

Motion to open the meeting.

Moved by Rachelle Poirier

Seconded by John Nipius

CARRIED

2. Roll Call

Steven Olsen, Chair

Rachelle Poirier

John Nipius

Staff Kim Morris, CAO/Clerk

**3. Disclosure of Pecuniary Interest and General Nature
Thereof**

n/a

4. Adoption of Agenda

Motion to approve the agenda as amended.

Moved by John Nipius

Seconded by Rachelle Poirier

CARRIED

5. Approval of September 10th meeting minutes

Motion to approve the September 10th meeting minutes as presented.

Moved by John Nipius

Seconded by Rachelle Poirier

CARRIED

6. New Business

1. Monthly Cash Disbursements Report - September

Kim presents the cash disbursements report for September and answered questions from members of the committee.

2. Membership: there was one individual that seemed interested but has not officially submitted her name.

3. Treasurer Update

The CAO advises that given that there are still 2 full-time staff members off on leave the Treasurer is presently unable to respond to additional information requests.

4. Other

There is a request to obtain a list of all of the equipment and repairs completed and when. This will be a priority once there is a full staff complement.

There is some concern about absenteeism of some of the committee members. The CAO will follow-up.

7. Date of next meeting

The date for the next meeting is set for November 12th, 2024, at 5:30 pm in Markstay.

8. Adjournment

Motion to adjourn at 6:36 pm.

Moved by John Nipius

Seconded by Rachelle Poirier

CARRIED

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
REGULAR COUNCIL MEETING
FOR THE TERM OF 2022-2026**

**MONDAY, OCTOBER 21ST, 2024 @ 7:00 P.M.
Markstay-Warren Council Chambers
21 Main Street South, Markstay, ON**

1. Opening Remarks and call meeting to order

Mayor Olsen welcomed everyone in attendance and performed land acknowledgement.

2024-169

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council opens the Regular Council Meeting at 7:00 pm.

CARRIED

2. Land acknowledgment

3. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Kirk Raymond (Absent)
Laura Schell

Staff: Kim Morris, CAO/Clerk
Pam McCracken, Treasurer
Ronny Theiss, Manager of Public Work
Mark Whynott, Fire Chief
Andrea Tarini, Chief Building/Official/Bylaw Officer

4. Approval of the Agenda

2024-170

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council accepts the agenda as amended.

CARRIED

5. Disclosure of Pecuniary Interest and General Nature Thereof

n/a

6. Petitions and Delegations

6.a) Paige Smith

6.b) Andrea Tarini – Christmas Parade in Markstay

6.c) Markstay 2025 Reunion

7. Public Inquiries

1) Brian Wright, Markstay

Would like to know the total cost of the forensic audit and when the report will be made public. The findings and recommendations will be presented at the Regular Council Meeting of December.

2) Clifford Gainsford, Markstay

Stated he would bring lawsuits against the CAO, the Mayor and the Manager of Public Works because of a letter he received from the Municipality.

8. Reports from Committees, Municipal Officers, Department Heads

a) Library Report

#2024-171

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council accepts the Library Report as presented.

CARRIED

b) Fire Department Report

#2024-172

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council accepts the Fire Department Report as presented.

CARRIED

c) Public Works Report

#2024-173

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council accepts the Public Works Staff Report as presented.

CARRIED

d) 3rd Quarter Report – By-Law

#2024-174

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council accepts the By-Law and Building 3rd Quarter Reports as presented.

CARRIED

9. Consent Agenda

9. Adoption of Minutes

That the following minutes be adopted:

9.a.1. Finance Committee – September 10, 2024

9.a.2 Minutes of Regular Meeting of Council – July 15, 2024

9.a.3 Minutes of Regular Meeting of Council – September 16, 2024

2024-175

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council approves the Consent Agenda as amended

CARRIED

10. Routine Management Reports

10. a Cash Disbursements

10.a.1. September Cash Disbursement

2024-176

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council accepts the Cash Disbursements Report for the month of September as presented.

CARRIED

11. Correspondence for Council's information only

1. Manitoulin-Sudbury District Services Board

a. None

2. Sudbury East Planning Board

a. None

3. Public Health Sudbury and District

a. None

4. Municipal Property Assessment Corporation (MPAC)

a. None

5. Sudbury East Municipal Association (SEMA)

a. None

6. Association of Municipalities of Ontario

a. None

12. Business Arising from Meeting Minutes

13. New Business

13.a.1 Water and Sewer Rates

#2024-177

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council directs staff to determine how much the rate would increase if the Municipality went to flat rate for Markstay.

CARRIED

13.b) Councillor Resignation

#2024-178

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Councillor Kirk Raymond's seat be declared vacant effective September 30, 2024.

FURTHER THAT Council proceed with filling the Council vacancy by appointment as outlined in By-Law 2023-19.

CARRIED

13.c) Equipment for Gym

#2024-179

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council authorizes staff to start purchasing equipment for the new gymnasium that will be located in the basement of the Warren Golden Age Club, to a maximum of \$31,197.57.

CARRIED

13.d) Type A Quarry Gravel Tender Update

#2024-180

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council award the supply and Application of type A Quarry Gravel to Ed. Seguin & Sons Trucking & Paving.

THAT the amount of Gravel Supplied is reduced from 17,810 Tonnes to 8,641 Tonnes (some of Ratter) to bring the supply within budget. A final price of \$205,486

Road	Budget	Tender
Ratter	\$65,881	\$229,632
Bedard	\$30,371	\$86,500
Bennett	\$45,208	\$47,328
Langlois	\$64,025	\$69,462
Total	\$205,486	\$432,922

The remainder of Ratter will be done with our own supply.

CARRIED

14. Unfinished Business / Ongoing Projects

15. By-Laws

15.a) By-Law 2024-29 – To appoint a Municipal Law Enforcement Officer

#2024-181

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council performs the 1st and 2nd reading of proposed By-Law 2024-29.

CARRIED

#2024-182

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council performs the 3rd and final reading of proposed By-Law 2024-29.

CARRIED

15.b) By-Law 2024-30 Amendment to Schedule E of By-Law 2024-27

#2024-183

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council performs 1st and 2nd reading of By-Law 2024-30.

CARRIED

#2024-184

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council performs the 3rd reading of By-Law 2024-30.

CARRIED

16. Motions

16.a Conference attendance in 2025 and 2026

2024-185

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council extend the lifespan of the Resolution 2024-81 which states:

THAT the Mayor, all Councillors, Fire Chief, Deputy Fire Chief and PW Manager (Except for OGRA) abstain from attending any conferences in 2024 that are not mandatory or local due to our deficit. Depending on the conference topic, the CAO may attend other conferences.

THAT this should apply to the years 2025 and 2026 as well.

DEFEATED

16.b Speed limits in construction zones

#2024-186

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council requests staff to reduce speed limits in construction zones, particularly in school zones and recreational areas to 15 km or 20 k per hour maximums.

CARRIED

17. Notice of Motions

17.a Fire Chief/Captains wages and responsibilities

18. Addendum

19. Announcements and inquiries

20. Closed session

As per Section 239 of the Municipal Act

A meeting or part of a meeting may be closed to the public if the subject matter being considered is

a) The security of the property of the municipality or local board

#2024-187

**Moved by: Francine Bérubé
Seconded by: Laura Schell**

THAT Council move to Closed sessions at 9:30 pm.

CARRIED

#2024-188

**Moved by: Laura Schell
Seconded by: Francine Bérubé**

THAT Council open the Closed meeting at 9:38 pm.

CARRIED

#2024-189

**Moved by: Rachelle Poirier
Seconded by: Francine Bérubé**

THAT Council adopts the agenda of the closed meeting as presented.

CARRIED

#2024-190

**Moved by: Francine Bérubé
Seconded by: Laura Schell**

THAT Council adjourns the closed meeting at 9:55 pm.

CARRIED

#2024-191

**Moved by: Laura Schell
Seconded by: Francine Bérubé**

THAT Council return to Open at 9:56 pm.

CARRIED

21. Reporting from Closed Session

22. Adjournment

#2024-192

**Moved by: Rachelle Poirier
Seconded by: Francine Bérubé**

THAT Council adjourn the meeting at 9:57 pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution# _____ on _____, 2024

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

RECREATION COMMITTEE MEETING

June 26th, 2024

**Markstay-Warren Community Centre
39 Lafontaine, Warren**

1. Opening Remarks and call meeting to order

Meeting is called to order at 5 pm.

2. Roll Call

Cathy Keeping, Chair
Steve Rainville
Pam Kelly
Lisa Simon
Laura Schell
Kim Morris

3. Disclosure of Pecuniary Interest and General Nature Thereof

Steve Rainville declared Item 6

4. Adoption of the Agenda

Moved by Steve
Seconded by Lisa
THAT the agenda be approved as presented.
CARRIED

5. Approval of Meeting Minutes of February 13, 2024

Moved by Pam
Seconded by Steve
THAT the meeting minutes of February 13, 2024 be approved as presented.
CARRIED

5. New Business

- 1) Update on bleachers and dugouts for the Warren Ball field – should look at building concrete pads before installing the bleachers. Will do that. Perhaps also purchase pop up tents to provide



shade at the baseball field. This will be postponed until next year. Will research the cost and who built the Markstay bleachers.

- 2) Update on Hagar and Warren playgrounds – it will be assembled in the coming days/weeks.
- 3) Request from Markstay-Warren Minor Hockey Committee – request for a donation to be able to be part of the Minor Hockey Association at the cost of \$2500. This resolution will be brought to Council. We will request recognition for the Warren Recreation Committee.

Moved by Laura
Seconded by Pam
CARRIED

4) **Other**

1) There have been several grant applications submitted for active lifestyles; received one for Seniors to date.

2) M-W Recreation: can we revive the M-W Rec Cttee? We will attempt to reconvene in September and see how it goes.

3) École St-Thomas – Municipality has rented part of the school for different services.

4) Pam provides an overview of library activities that are starting July 3rd to August 22nd. Baseball, ball hockey and soccer will be offered in Warren and Markstay, as well as interior activities and special events.

5) Sale of old chairs through GovDeals; they are presently at the arena in the cloak room

6) Warren 130 – to be discussed at next meeting

5. **Date and place of next meeting**

September 2024

6. **Adjournment**

Moved by Steve
Seconded by Laura

THAT the meeting be adjourned at 6:10 pm.

CARRIED

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**MONDAY, October 7, 2024 @ 6:00 P.M.
Council Chamber 21 Main St South Markstay, ON**

1. Opening Remarks and call meeting to order – 6:00 pm

2024-SMC-65

Moved by: Kirk Raymond

Seconded by: Francine Bérubé

THAT Council opens the Special Meeting of Council at 6:00 pm

CARRIED

2. Land acknowledgment

3. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Kirk Raymond
Laura Schell

Staff: Kim Morris, CAO/Clerk

4. Approval of Agenda

2024-SMC-66

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council adopts the agenda as amended.

CARRIED

5. Disclosure of Pecuniary Interest and General Nature Thereof – None

6. New Business

1. Canteen Tender Results

2024-SMC-67

Moved by: Francine Bérubé

Seconded by: Kirk Raymond

THAT Council award the Warren Arena Canteen Operations Tender for the 2024-2025 Season to Jennifer Frood.

CARRIED

2. Gravel Tender Results

Council requested that the following be contacted to quotes on Grade A Gravel: Rainbow Concrete, Bruce Tait Construction, Fisher Wavy and others

3. Float Tender Result

2024-SMC-68

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council award the Float Trailer Tender to McDowell.

CARRIED

4. Salt Tender

5. OPP Detachment Board Council Representative

2024-SMC-69

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council appoint the following councillor to the OPP Detachment Board: Steve Olsen, Mayor.

CARRIED

6. Notice of Motion

Proposed by Councillor Bérubé: This Notice of Motion is to extend the lifespan of the Resolution passed on March 18th, 2024 which states that only one person can attend conferences per department, if it pertains to that department. I would like to add the years 2025 and 2026 to this resolution.

7. Closed Session

As per Section 249 of the Municipal Act, 2001

Personal matters about identifiable individuals

2024-SMC-70

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council move to Closed session at 6:40 pm.

CARRIED

2024-SMC-71

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council move to Open session at 8:07 pm.

CARRIED

8. Report from Closed Session – None

9. Adjournment

2024-SMC-72

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council adjourns the meeting at 8:12 pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**MONDAY, October 15, 2024 @ 3:00 P.M.
Council Chamber 21 Main St South Markstay, ON**

1. Opening Remarks and call meeting to order – 3:00 pm

2024-SMC-73

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council opens the Special Meeting of Council at 3:04 pm

CARRIED

2. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Laura Schell

Staff: Kim Morris, CAO/Clerk

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Approval of Agenda

2024-SMC-74

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council adopts the agenda as presented.

CARRIED

5. Disclosure of Pecuniary Interest and General Nature Thereof – None

6. Closed Session

As per Section 239 of the Municipal Act, 2001 a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board has monetary value or potential monetary value.

2024-SMC-75

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council move to Closed at 3:06 pm.

CARRIED

2024-SMC-76

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council open the Closed session at 3:07 pm.

CARRIED

2024-SMC-77

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council adjourn the closed session meeting at 3:37 pm.

CARRIED

2024-SMC-78

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council move to Closed session at 3:37 pm.

CARRIED

2024-SMC-79

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council approves that the Warren Branch of the Markstay-Warren Public Library move to the municipally leased area of École St-Thomas.

CARRIED

6. Adjournment

2024-SMC-80

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council adjourns the meeting at 3:50 pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN**

**COMMITTEE OF THE WHOLE MEETING
MINUTES**

**October 28th, 2024
3:00 pm
COUNCIL CHAMBERS
21 Main St South, Markstay, ON**

1. Opening remarks and call meeting to order

Mayor welcomes all in attendance and performed land acknowledgement.

2024-COW-58

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council open the meeting of the Committee of the Whole at 3:02 pm

CARRIED

2. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Laura Schell

Staff: Kim Morris, CAO/Clerk

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Approval of the Agenda

2024-COW-59

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council approves the agenda as presented.

CARRIED

5. New Business

1. Motion for grant submission Community Sports and Recreation Infrastructure Fund.

#2024-COW-60

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council authorizes the CAO to apply for the Community Sports and Recreation Infrastructure grant.

CARRIED

7. Adjournment

#2024-COW-61

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council adjourn the meeting at 3:08 pm.

CARRIED

MAYOR

CAO/CLERK

Minutes endorsed under resolution # _____, 2024.

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**THURSDAY April 11th, 2024 @ 7:00 P.M.
Warren Multi-Plex
Warren, ON**

1. Opening Remarks and call meeting to order – 7:01 pm

2024-SMC-19

Moved by: Laura Schell

Seconded by: Francine Bérubé

THAT Council opens the Special Meeting of Council at 7:00 pm

CARRIED

2. Land Acknowledgment

3. Roll Call

Mayor: Steven Olsen

Councillor Rachelle Poirier
Laura Schell
Francine Bérubé

Staff: Kim Morris, CAO/Clerk

4. Approval of Agenda

2024-SMC-20

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council accepts the agenda as presented.

CARRIED

5. Disclosure of Pecuniary Interest and General Nature Thereof – None

6. New Business

1. Interviews for Council Vacancy

2024-SMC-21

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT the following individuals who have signified in writing that they are legally qualified to hold office and consented to accept the office if they are appointed to fill the vacancy. Be considered for appointment to fill such vacancy.

CARRIED

7. Closed Session

1. Discussion

2024-SMC-22

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council move to Closed session at 7:56 pm

CARRIED

2024-SMC-23

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council return to open at 8:22 pm.

CARRIED

8. By-Laws

1. By-law 2024-09 to Appoint One Councillor as per By-Law 2023-19

2024-SMC-24

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council performs 1st and 2nd reading of By-Law 2024-09, By-Law to Appoint a Councillor as per By-Law 2023-19.

CARRIED

2024-SMC-25

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council performs 3rd reading of By-Law 2024-09, By-law to Appoint a Councillor as per By-Law 2023-19.

CARRIED

Adjournment

2024-SMC-26

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council adjourn the meeting at 8:28 pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**MONDAY April 15th, 2024 @ 6:30 P.M.
Council Chamber 21 Main St South
Markstay, ON**

1. Opening Remarks and call meeting to order – 6:30 pm

2024-SMC-27

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council opens the Special Meeting of Council at 6:30 pm

CARRIED

2. Roll Call

Mayor: Steven Olsen

Councillor Rachelle Poirier
Laura Schell
Francine Bérubé

Staff: Kim Morris, CAO/Clerk
Matthew Dumont, SE Planner

3. Disclosure of Pecuniary Interest and General Nature Thereof – None

4. Approval of Agenda

2024-SMC-28

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council approve the agenda of the Special Meeting as presented.

CARRIED

5. New Business
1. Notice of Application for consent ZBA 24-08MW
- Bylaw

2024-SMC-29

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council performs the 1st and 2nd reading of proposed By-Law 2024-11.

CARRIED

2024-SMC-30

Moved by: Laura Schell

Seconded by: Rachelle Poirier

THAT Council performs the 3rd and final reading of proposed By-Law 2024-11.

CARRIED

7. Adjournment

#2024-SMC-31

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council adjourn the Special Meeting at 6pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**MONDAY April 16th, 2024 @ 5:30 P.M.
Council Chamber 21 Main St South Markstay, ON**

1. Opening Remarks and call meeting to order – 5:30 pm

2024-SMC-32

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council opens the Special Meeting of Council at 5:30 pm

CARRIED

2. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Kirk Raymond
Laura Schell

Staff: Kim Morris, CAO/Clerk

3. Disclosure of Pecuniary Interest and General Nature Thereof – None

4. Approval of Agenda

2024-SMC-33

Moved by: Rachelle Poirier

Seconded by: Francine Bérubé

THAT Council approves the Special Meeting agenda as presented.

CARRIED

5. Closed Session

As per Section 249 of the Municipal Act, 2001

- a) Personal matters about identifiable individuals

2024-SMC-34

Moved by: Laura Schell

Seconded by: Kirk Raymond

THAT Council move to Closed session at 5:31 pm.

CARRIED

2024-SMC-35

Moved by: Kirk Raymond

Seconded by: Francine Bérubé

THAT Council approves the Special Meeting Closed agenda as presented.

CARRIED

2024-SMC-36

Moved by: Rachelle Poirier

Seconded by: Kirk Raymond

THAT Council returns to Open at 5:55 pm.

CARRIED

7. Adjournment

2024-SMC-37

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council adjourn the meeting at 6:50 pm pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

MINUTES

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN
SPECIAL MEETING OF COUNCIL
FOR THE TERM OF 2022-2026**

**MONDAY, September 16, 2024 @ 6:00 P.M.
Council Chamber 21 Main St South Markstay, ON**

1. Opening Remarks and call meeting to order – 6:00 pm

2024-SMC-62

Moved by: Francine Bérubé

Seconded by: Laura Schell

THAT Council opens the Special Meeting of Council at 6:00 pm

CARRIED

2. Roll Call

Mayor: Steven Olsen

Councillor Francine Bérubé
Rachelle Poirier
Kirk Raymond (Absent)
Laura Schell

Staff: Kim Morris, CAO/Clerk

3. Disclosure of Pecuniary Interest and General Nature Thereof – None

4. Approval of Agenda

2024-SMC-65

Moved by: Rachelle Poirier

Seconded by: Laura Schell

THAT Council adopts the agenda as presented.

CARRIED

5. New Business

1. Presentation of Forensic Audit

6. Adjournment

2024-SMC-64

Moved by: Francine Bérubé

Seconded by: Rachelle Poirier

THAT Council adjourn the meeting at 6:20 pm.

CARRIED

MAYOR

CLERK

Minutes endorsed under resolution # _____ on _____ 2024.

Markstay-Warren Public Library Board

September Meeting Minutes

Held 6:30 pm, Monday, September 9, 2024 – Markstay Council Chambers

In Attendance:

Monica McDonald, Board Chair
Christiane Colard
Ginette Laporte
Colette Raymond-Hebert
Rachelle Poirier, Councillor Designate

Staff:

Pamela Kelly, CEO

Recording:

Monica McDonald, Board Chair
Pamela Kelly, CEO

Regrets:

Krystle Delaney
Nicole Foy
Laura Schell, Councillor Alternate

1. Call to order

This meeting was called to order at 6:42 p.m. by Board Chair.

2. Declaration of pecuniary interest

None

3. Adoption of agenda

Add 8.4 Minimum wage increase

Add 8.5 Naloxone brochure

#24 - 116

Moved By: Ginette Laporte

Seconded By: Christiane Colard

BE IT RESOLVED THAT the amended agenda for the September Library Board meeting held on September 9, 2024 be accepted as circulated.

CARRIED

4. Minutes of previous meeting – June 10, 2024

#24 – 117

Moved By: Ginette Laporte

Seconded By: Monica McDonald

BE IT RESOLVED THAT the minutes from the June meeting held on June 10, 2024 be accepted as circulated.

CARRIED

5. CEO Report June-July-August 2024

In addition to print report:

- This summer we had record attendance numbers for the sports programming. In June there were over 373 participants. This was attributed to a number of factors: neighbouring community unable to offer programming; parents unable to drive children outside of community due to high costs and scheduling challenges to name a few listed from evaluation survey conducted.
- Challenges over the summer were construction at our Markstay branch; inability of utilizing permit for booked programming space; a large age range from 2-17 years of age; summer program that was new to staff members; high demands on staff given the summer schedule that was filled from open to close.
- The library team is excited to be nominated for a community impact award.
- We successfully received a grant from CVITP for \$1180 for taxes filed in the library by our qualified volunteer.
-

#24 – 118

Moved By: Ginette Laporte

Seconded By: Colette Raymond-Hebert

BE IT RESOLVED THAT the CEO's written and verbal report for June-July-August 2024 be accepted as circulated.

CARRIED

6. Financial Report

- June shows our generous donation of \$4500 for our early start to our May and June sports programming staff costs; equipment and sports appreciation dinner.
- July community donations \$186.29
- August \$113 was generated from the 2 art gala evenings.

#24 – 119

Moved By: Christiane Colard
Seconded By: Ginette Laporte

BE IT RESOLVED THAT the financial report received September 5, 2024 with financials included up till August 17, 2024 be accepted as circulated.

CARRIED

7. Correspondence

7.1 Our library is an important part of our community

Letter received from a Grandparent bringing her grandchildren to the library programs. (A recommendation was made that this be posted on the municipal website – CEO will forward)

7.2 OLA's commitment towards inclusive librarianships

"it's not our differences that divide us, it is our ability to recognize, accept and celebrate our differences"
The library staff take pride in accessibility to all and making everyone feel welcome and valued. The journey is ongoing as we all work together towards creating an equitable, inclusive community.

7.3 LearnHQ Training Bulletin – Fall 2024

Virtual conference – October 24th from 6-9 p.m. for board members who are interested.

7.4 Congratulations You've Been Nominated

Letter received from Sudbury East Chamber of Commerce

7.4(1) Less than 3 weeks to get in your votes!

Voting takes place until September 15th. Library CEO and Assistant 1 to attend general meeting in Noelville on October 1, 2024.

7.5 Certificate of Appreciation

Received from Community Volunteer Income Tax Program (CVITP)

8. New Business

8.1 Year 2 Board Training

CEO encouraged members to continue through LearnHQ and reach out for any help.

8.2 Board Code of Conduct

As a board member you are a volunteer and required to adhere to code of conduct and have signed off on:
"Acknowledgement of Understanding and Compliance with this Code of Conduct – By-law No.2019-01

8.3 Library Participant Code of Conduct

This form was revised to include following up the complainant(s) and CAO translated form in French.

#24 – 120

Moved By: Christiane Colard
Seconded By: Ginette Laporte

BE IT RESOLVED THAT the Board approves the revised Participant Code of Conduct Policy.

CARRIED

8.4 2024 Minimum Wage

Effective October 1, 2024, minimum wage goes up by .65 cents.

#24 – 121

Moved By: Ginette Laporte

Seconded By: Christiane Colard

BE IT RESOLVED THAT the Board requests and approves that all library staff positions receive a .65 cent hourly rate of pay increase effective October 1, 2024.

CARRIED

8.5 Naloxone Brochure

Sudbury and Districts Health has requested that the library be added to their brochure as a naloxone distribution site.

#24 – 122

Moved By: Christiane Colard

Seconded By: Colette Raymond-Hebert

BE IT RESOLVED THAT the Board approves the library being added to the Sudbury and Health Districts naloxone brochure.

CARRIED

9. Other –Upcoming:

***2025 Budget**

***Ontario Public Library Week/Month**

***Markstay Christmas Parade – November 30th**

***Warren Christmas Drive-Thru - December 14th**

***Staff & Board Christmas Appreciation – November 22nd**

***Friends of the Library suggestion – Board member welcome to explore**

10. Next Meeting – Monday, November 11, 2024 – Markstay Council Chambers at 6:30 p.m.

11. Closed Meeting – HR Matter – Identifiable Persons – if required

12. Motion to adjourn

Meeting adjourned at 7:44 p.m.

#24 – 123

Moved By: Ginette Laporte

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
10/01/2024	Victor Canada			
10/01/2024		Admin-October Premium	GENERAL GOVERNMENT:Administration	-4,384.26
		PW-October Premiums	ENVIRONMENTAL SERVICES:Public Works	-7,289.71
		FD-October Premiums	PROTECTION SERVICES:Fire Department	-858.07
		REC-October Premiums	RECREATION & CULTURAL SERVICES:Arena/Hall	-1,994.91
TOTAL				-14,526.95
10/04/2024	ADP			
09/27/2024	Receiver General	Admin-Payroll Processing Charges HST Rebate	GENERAL GOVERNMENT:Administration	-81.41
				-8.99
TOTAL				-90.40
10/04/2024	ADP			
09/27/2024	Receiver General	Admin-Processing charges HST Rebate	GENERAL GOVERNMENT:Administration	-192.33
				-21.24
TOTAL				-213.57
10/10/2024	SUNWIRE INC.			
10/10/2024		Warren Garage for October	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-25.44
		Warren Garage for October	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-35.57
		Markstay Station for October	PROTECTION SERVICES:Fire Department:Markstay Station	-25.44
		Markstay Station for October	PROTECTION SERVICES:Fire Department:Markstay Station	-35.57
		Awrey Station for October	PROTECTION SERVICES:Fire Department:Awrey Station	-25.44
		Awrey Station for October	PROTECTION SERVICES:Fire Department:Awrey Station	-35.57
		Warren Arena for October	RECREATION & CULTURAL SERVICES:Arena/Hall	-25.44
		Warren Arena for October	RECREATION & CULTURAL SERVICES:Arena/Hall	-35.57
		Library for October	RECREATION & CULTURAL SERVICES:Library	-25.44
		Library for October	RECREATION & CULTURAL SERVICES:Library	-35.57
		Warren Station for October	PROTECTION SERVICES:Fire Department:Warren Station	-25.44
		Warren Station for October	PROTECTION SERVICES:Fire Department:Warren Station	-35.57
		MArkstay Garage for October	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-25.44
		Markstay Garage for October	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-35.57
		MArkstay Office for October	GENERAL GOVERNMENT:Administration	-203.52
		Markstay Office for October	GENERAL GOVERNMENT:Administration	-155.39
	Receiver General	HST Rebate		-86.78

Municipality of Markstay-Warren
Cash Disbursements
October 2024

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Class</u>	<u>Paid Amount</u>
10/10/2024	Receiver General	Admin-Long Distance Charges HST Rebate	GENERAL GOVERNMENT:Administration	-6.66 -0.74
TOTAL				-880.16
10/11/2024	ADP			
10/04/2024	Receiver General	Admin-Processing Charges HST Rebate	GENERAL GOVERNMENT:Administration	-107.66 -11.89
TOTAL				-119.55
10/11/2024	Bell			
10/11/2024	Receiver General	FD-October 2024 HST Rebate	PROTECTION SERVICES:Fire Department	-104.17 -11.51
TOTAL				-115.68
10/11/2024	GREATER SUDBU...			
10/11/2024		Markstay Water Consumption - August 2024	ENVIRONMENTAL SERVICES:Markstay Water	-19,033.65
TOTAL				-19,033.65
10/17/2024	ENBRIDGE			
10/17/2024	Receiver General	Markstay Seniors October 2024 HST (ON) on purchases (Input Tax Credit)	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-30.37 -3.95
TOTAL				-34.32
10/17/2024	ENBRIDGE			
10/17/2024	Receiver General	PW-Markstay Garage-October 2024 HST Rebate	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-42.69 -4.71
TOTAL				-47.40

**Municipality of Markstay-Warren
Cash Disbursements
October 2024**

Date	Name	Memo	Class	Paid Amount
10/17/2024	ENBRIDGE			
10/17/2024	Receiver General	Admin-Municipal Complex Oct 2024 HST Rebate	GENERAL GOVERNMENT:Administration	-40.09 -4.43
TOTAL				-44.52
10/17/2024	RELIANCE HOME ...			
10/17/2024	Receiver General	Arena-Water Heater Rental Sept 2024 HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-38.99 -5.07
TOTAL				-44.06
10/17/2024	RELIANCE HOME ...			
10/23/2024	Receiver General	PW-M. Garage-Water Heater Rental July to O... HST Rebate	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-110.21 -12.17
TOTAL				-122.38
10/23/2024	RELIANCE HOME ...			
10/23/2024	Receiver General	Admin-M. Office July-Oct 2024 Water Heater ... FD-M. Station July -Oct 2024 Water Heater R... HST Rebate	GENERAL GOVERNMENT:Administration PROTECTION SERVICES:Fire Department:Markstay Station	-106.51 -106.52 -23.53
TOTAL				-236.56
10/24/2024	ENBRIDGE			
10/24/2024	Receiver General	Warren Golden Age-October 2024 HST (ON) on purchases (Input Tax Credit)	GENERAL GOVERNMENT:Rentals:40 Rutland Goldern Age	-21.64 -2.81
TOTAL				-24.45
10/25/2024	ADP			
10/18/2024	Receiver General	Admin-Processing Charges HST Rebate	GENERAL GOVERNMENT:Administration	-112.34 -12.41
TOTAL				-124.75

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
10/28/2024	ROGERS			
10/12/2024		PW-Lead Hand	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-51.49
		Parks & Rec	RECREATION & CULTURAL SERVICES:Arena/Hall	-50.60
	GRANT - Seniors C...	Seniors Community Grant	GENERAL GOVERNMENT:Council	-51.49
		FD-Deputy Chief	PROTECTION SERVICES:Fire Department	-51.49
		FD-Chief	PROTECTION SERVICES:Fire Department	-51.49
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-6.58
	Receiver General	HST Rebate		-22.76
TOTAL				-285.90
10/31/2024	MPAC			
10/01/2024		Quarterly Instalment	GENERAL GOVERNMENT:Administration	-11,132.78
TOTAL				-11,132.78
10/02/2024	REALTAX INC	Taxes- Tax Registration #201400		
09/11/2024		Taxes-Tax Registration #201400	GENERAL GOVERNMENT:Levies	-483.36
	Receiver General	HST Rebate		-53.39
TOTAL				-536.75
10/14/2024	AAA Drywall and F...			
10/14/2024		Markstay Seniors-replace door etc	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-1,482.00
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-192.66
10/14/2024		Markstay Seniors-sofit and facia repairs	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-1,157.00
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-150.41
10/14/2024		Markstay Seniors-Shed floor repairs	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-2,853.00
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-370.89
TOTAL				-6,205.96
10/14/2024	ATHLETICA SPOR...			
09/17/2024		Rec-Arena-Trillium Grant-Hockey Nets	RECREATION & CULTURAL SERVICES:Arena/Hall	-457.06
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-59.42
TOTAL				-516.48

Municipality of Markstay-Warren
Cash Disbursements
October 2024

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Class</u>	<u>Paid Amount</u>
10/14/2024	BRANDT			
09/04/2024	Receiver General	PW-Mthly Mtce Contract HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-188.13 -20.78
09/04/2024	Receiver General	PW-Unit#395-Mthly Mtce Plan HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-250.67 -27.69
09/04/2024	Receiver General	PW-Unit#385-Mthly Mtce Plan HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-319.45 -35.28
TOTAL				-842.00
10/14/2024	CAMBRIAN TRUC...			
09/25/2024	Receiver General	FD- Unit#1543-parts needed for mechanical HST Rebate	PROTECTION SERVICES:Fire Department:Vehicles & Equ...	-1,082.26 -119.54
TOTAL				-1,201.80
10/14/2024	Canada Heavy Eq...			
09/16/2024		PW-Grader Operator Training	TRANSPORTATION SERVICES:Public Works:Grading	-7,995.00
TOTAL				-7,995.00
10/14/2024	CDW CANADA CO...			
08/28/2024	GRANT - PAFO Receiver General	Gen Gov-PAFO Grant-2 laptops for project m... HST Rebate	GENERAL GOVERNMENT:Administration	-1,984.32 -219.18
TOTAL				-2,203.50
10/14/2024	EDGEWORX SOL...			
10/01/2024	Receiver General	Admin-Jump Cloud Subscription-municipal ac... HST Rebate	GENERAL GOVERNMENT:Administration	-432.48 -47.77
TOTAL				-480.25

Municipality of Markstay-Warren
Cash Disbursements
 October 2024

Date	Name	Memo	Class	Paid Amount
10/14/2024	Fishers Regalia			
09/06/2024	Receiver General	FD-embroidered epaulettes and decals HST Rebate	PROTECTION SERVICES:Fire Department	-49.93 -5.51
TOTAL				-55.44
10/14/2024	LISE PILKEY	October Cleaning		
10/01/2024	Receiver General	Multi Use Markstay Muncipal Office Fire Dept HST (ON) on purchases (Input Tax Credit)	GENERAL GOVERNMENT:Rentals:39 Lafontaine Multiuse ... GENERAL GOVERNMENT:Administration:Markstay PROTECTION SERVICES:Fire Department:Markstay Station	-1,075.00 -546.96 -546.96 -139.75
Receiver General		HST Rebate		-120.83
TOTAL				-2,429.50
10/14/2024	M & L Supply Fire ...			
09/17/2024	Receiver General	FD-Yearly Repairs, Mtce & Certification SCB... HST Rebate	PROTECTION SERVICES:Fire Department	-3,769.37 -416.35
TOTAL				-4,185.72
10/14/2024	Manitoulin-Sudbu...			
11/01/2024			PROTECTION SERVICES PROTECTION SERVICES	-34,188.17 -18,789.76
TOTAL				-52,977.93
10/14/2024	MARKSTAY ELEV...			
09/30/2024	Receiver General	Arena/Hall-Service LULA Elevator HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-272.00 -35.36
TOTAL				-307.36
10/14/2024	Municipality of St. ...	Shared Treasurer		
09/30/2024		Shared Treasurer-July & August extra days	GENERAL GOVERNMENT:Administration	-4,743.35
TOTAL				-4,743.35

Municipality of Markstay-Warren
Cash Disbursements
 October 2024

Date	Name	Memo	Class	Paid Amount
10/14/2024	Public Health Sud...			
11/01/2024		November Levy	HEALTH SERVICES	-13,268.70
TOTAL				-13,268.70
10/14/2024	PUROLATOR COU...			
09/28/2024	Receiver General	FD-Ship Tarp to Dependable for Repairs HST Rebate	PROTECTION SERVICES:Fire Department	-22.98 -2.54
TOTAL				-25.52
10/14/2024	R.V. ANDERSON ...			
09/12/2024	GRANT - Markstay ... Receiver General	-Professional Service-Street Revitalization Pr... HST Rebate	TRANSPORTATION SERVICES:Public Works:Hard Top	-37,374.87 -4,128.28
09/19/2024	Receiver General	Markstay Water-Modellin for Kukagami Trunk ... HST Rebate	ENVIRONMENTAL SERVICES:Markstay Water	-3,368.93 -372.12
TOTAL				-45,244.20
10/14/2024	Util-Equip Manufa...			
09/30/2024	Receiver General	Annual Ladder Inspections HST Rebate	PROTECTION SERVICES:Fire Department:Vehicles & Equ...	-1,752.31 -193.55
TOTAL				-1,945.86
10/14/2024	WEAVER SIMMONS			
09/24/2024	Receiver General	General HR Services HST Rebate	GENERAL GOVERNMENT:Administration	-267.12 -29.51
TOTAL				-296.63
10/16/2024	OMERS	Omers-remittance for August 2024		
09/30/2024		Omers-Remittance for September 2024	GENERAL GOVERNMENT	-15,894.20
TOTAL				-15,894.20

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
10/17/2024	Cox Roofing System...			
09/27/2024	Receiver General	Capital-Arena Roof HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-31,784.86 -4,132.03
TOTAL				-35,916.89
10/17/2024	VIPOND			
08/14/2024	Receiver General	Arena-Repair Sprinkler System Leak over Ble... HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-4,524.00 -588.12
TOTAL				-5,112.12
10/18/2024	Bill McElree			
10/18/2024	GRANT - Seniors C...	Senior Grant-Information Fair	GENERAL GOVERNMENT:Council	-500.00
TOTAL				-500.00
10/18/2024	Sudbury Rising St...			
10/18/2024	GRANT - Seniors C...	Seniors Grant- Information Fair-Entertainment	GENERAL GOVERNMENT:Council	-250.00
TOTAL				-250.00
10/24/2024	Amazon.com.ca			
10/17/2024	Receiver General	PW-Reference Book-Russell on Roads-office ... HST Rebate	ENVIRONMENTAL SERVICES:Public Works	-186.73 -20.63
TOTAL				-207.36
10/24/2024	Beange Door Serv...			
09/16/2024	Receiver General	Arena/Hall-Replace hardware/update handles HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-6,565.00 -853.45
TOTAL				-7,418.45

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
10/24/2024	BRANDT			
10/22/2024		PW-Oil for Markstay Garage-for tandem oil ch...	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-2,315.04
		PW-Oil for Warren Garage-for tandem oil cha...	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-2,315.04
	Receiver General	HST Rebate		-511.42
10/22/2024		PW-Unit#334-Replacement of wear parts	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-1,305.46
	Receiver General	HST Rebate		-144.20
TOTAL				-6,591.16
10/24/2024	CASH			
10/22/2024	GRANT - PAFO	R.Poirier-Buns for Franco Ontario Flag Raising	GENERAL GOVERNMENT:Council	-70.00
		F.Landrie-Coffee Cream for office	GENERAL GOVERNMENT:Administration	-3.50
	GRANT - PAFO	F.Landrie-French Grant Meal Supplies	GENERAL GOVERNMENT:Council	-56.25
	GRANT - Seniors C...	M.Greer-Seniors Community Grant Supplies-...	GENERAL GOVERNMENT:Council	-240.40
	GRANT - Seniors C...	Student-Gas-Seniors Community Grant	GENERAL GOVERNMENT:Council	-50.00
	GRANT - Seniors C...	V.Amyotte-Driver for Seniors Community Grant	GENERAL GOVERNMENT:Council	-50.00
	Receiver General	HST Rebate		-26.55
TOTAL				-496.70
10/24/2024	CITY GREATER S...			
09/17/2024		Markstay Water-monthly service agreement-A...	ENVIRONMENTAL SERVICES:Markstay Water	-17,141.46
	Receiver General	HST Rebate		-1,893.38
10/04/2024		Markstay Water-Mthly Bell Charges	ENVIRONMENTAL SERVICES:Markstay Water	-44.62
		Warren Water-Mthly Bell Charges	ENVIRONMENTAL SERVICES:Warren Water	-44.62
10/18/2024		Warren Water-Repairs of Hypo Pump	ENVIRONMENTAL SERVICES:Warren Water	-3,436.29
TOTAL				-22,560.37
10/24/2024	CULLIGAN WATER			
09/16/2024		Admin-Water	GENERAL GOVERNMENT:Administration	-113.67
	Receiver General	HST Rebate		-12.55
10/21/2024		Admin-Water exchange for office & garages	GENERAL GOVERNMENT:Administration	-59.63
	Receiver General	HST Rebate		-6.59
TOTAL				-192.44

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
10/24/2024	CUNNINGHAM SW...			
09/24/2024	Receiver General	Services-File#33233-7 HST Rebate	GENERAL GOVERNMENT:Council	-915.84
09/24/2024	Receiver General	Services for File#33233-8 HST Rebate	GENERAL GOVERNMENT:Council	-101.16
				-814.08
				-89.92
TOTAL				-1,921.00
10/24/2024	Denis Proulx			
10/22/2024	Receiver General	PW-2024 Clothing Allowance HST Rebate	ENVIRONMENTAL SERVICES:Public Works	-535.21
				-59.12
TOTAL				-594.33
10/24/2024	EMSON MECHANI...			
10/21/2024	Receiver General	Warren Golden Age Club-Maintenance call HST (ON) on purchases (Input Tax Credit)	GENERAL GOVERNMENT:Rentals:40 Rutland Goldern Age	-175.00
				-22.75
TOTAL				-197.75
10/24/2024	Enviromental 360 ...			
08/31/2024	Receiver General	Env-Monthly Garbage Collection Contract-Au... HST Rebate	ENVIRONMENTAL SERVICES:Waste Management	-14,839.99
08/31/2024	Receiver General	Warren Playground-Delivery, Dump & Return ... HST Rebate	RECREATION & CULTURAL SERVICES:Playgrounds	-1,639.17
08/31/2024	Receiver General	Hagar Playground-Garbage Bin Del/Dump/Re... HST Rebate	RECREATION & CULTURAL SERVICES:Playgrounds	-416.71
09/30/2024	Receiver General	Garbage Collection Contract -September 2024 HST Rebate	RECREATION & CULTURAL SERVICES:Playgrounds	-277.80
09/30/2024	Receiver General	Warren Playground-Bin during playground ins... HST Rebate	ENVIRONMENTAL SERVICES:Waste Management	-30.69
09/30/2024	Receiver General	Warren Playground-Deliver/Remove Dump bi... HST Rebate	ENVIRONMENTAL SERVICES:Waste Management	-14,839.99
10/17/2024	Receiver General	Aug Invoice Late pymt - interest	RECREATION & CULTURAL SERVICES:Playgrounds	-1,639.17
10/17/2024		Env-August Invoice Late payment charge	RECREATION & CULTURAL SERVICES:Playgrounds	-213.70
10/17/2024		August Invoice-Late pymt charge	RECREATION & CULTURAL SERVICES:Playgrounds	-23.60
			ENVIRONMENTAL SERVICES:Waste Management	-208.36
			ENVIRONMENTAL SERVICES:Waste Management	-23.01
			ENVIRONMENTAL SERVICES:Waste Management	-329.58
			ENVIRONMENTAL SERVICES:Waste Management	-9.25
			RECREATION & CULTURAL SERVICES:Playgrounds	-6.17
TOTAL				-34,543.22

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
10/24/2024				
EVERGUARD FIR...				
09/19/2024	Receiver General	Arena/Hall-Kitchen-semi annual mtce Certific... HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-183.21 -23.82
TOTAL				-207.03
10/24/2024				
Fit Check Group				
10/17/2024	GRANT - Trillium (... Receiver General	Trillium Grant-Gym Equipment HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES	-27,608.47 -3,589.10
TOTAL				-31,197.57
10/24/2024				
FREIGHTLINER N...				
09/06/2024	Receiver General	PW-Unit 375(380)-Annual Warranty Work HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-2,303.50 -254.44
09/09/2024	Receiver General	PW-Unit#366-Repairs HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-8,094.08 -894.04
10/11/2024	Receiver General	PW-Unit#338-Additional Repairs CPC hardware HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-2,941.50 -324.91
10/21/2024	Receiver General	PW-Unit#338 Annual Service and repairs HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-14,721.49 -1,626.08
10/24/2024	Receiver General	PW-M.Garage-Replacement Air Tank Drain V... PW-W. Garage-Replacement Air Tank Drain ... HST Rebate	TRANSPORTATION SERVICES:Public Works:Markstay Ga... TRANSPORTATION SERVICES:Public Works:Warren Gar...	-24.28 -24.29 -5.37
TOTAL				-31,213.98
10/24/2024				
GIP INTERPAVING				
09/19/2024	GRANT - ICIP - Pla... GRANT - ICIP - Pla... Receiver General	Warren Playground Hagar Playground HST Rebate	RECREATION & CULTURAL SERVICES:Playgrounds RECREATION & CULTURAL SERVICES:Playgrounds	-22,692.23 -2,521.36 -2,784.99
TOTAL				-27,998.58
10/24/2024				
J.Gauthier Trucking				
10/20/2024	Receiver General	PW-Float move from Tex to Munro HST Rebate	ENVIRONMENTAL SERVICES:Public Works:Culverts	-356.16 -39.34
TOTAL				-395.50

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
10/24/2024 JANIX				
10/10/2024	Receiver General	Multi Use-Toilet Paper, Hand Towels & Garba... HST (ON) on purchases (Input Tax Credit)	GENERAL GOVERNMENT:Rentals:39 Lafontaine Multiuse ...	-174.38 -22.67
10/10/2024	Receiver General	Arena/Hall-Cleaning Supplies-mops, cleaners... HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-291.20 -37.86
TOTAL				-526.11
10/24/2024 Kal Tire Ontario				
09/13/2024	Receiver General	PW-Unit#366 Tire Retread & Repairs HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-4,612.55 -509.48
TOTAL				-5,122.03
10/24/2024 NORTHLAND GRO...				
09/23/2024	Receiver General	Arena-Compressor Start up HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-7,006.13 -910.80
09/23/2024	Receiver General	Arena-Ice Plant Start up HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-174.00 -22.62
09/24/2024	Receiver General	Arena-Plant Repairs HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-4,989.85 -648.68
09/24/2024	Receiver General	Arena-Replace Hot Water Tank HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-1,550.51 -201.57
TOTAL				-15,504.16
10/24/2024 ORKIN				
08/31/2024		Warren Golden Age Club	GENERAL GOVERNMENT:Rentals:40 Rutland Goldern Age	-43.20
		Warren Water Plant	ENVIRONMENTAL SERVICES:Warren Water	-48.60
		Warren Landfill Site	ENVIRONMENTAL SERVICES:Waste Management:Warre...	-48.60
		Markstay Garage	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-48.60
		Warren Municipal Office	GENERAL GOVERNMENT:Administration:Warren	-45.00
		Warren Station	PROTECTION SERVICES:Fire Department:Warren Station	-48.60
		Awrey Station	PROTECTION SERVICES:Fire Department:Awrey Station	-48.60
		Markstay Station	PROTECTION SERVICES:Fire Department:Markstay Station	-48.60
		Arena/Hall	RECREATION & CULTURAL SERVICES:Arena/Hall	-48.60
		Warren Garage	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-48.60
		Seniors Club	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-43.20
		Markstay Office	GENERAL GOVERNMENT:Administration:Markstay	-48.60
		Markstay Water	ENVIRONMENTAL SERVICES:Markstay Water	-48.60
09/30/2024	Receiver General	HST (ON) on purchases (Input Tax Credit)		-80.29
		Warren Golden Age Club	GENERAL GOVERNMENT:Rentals:40 Rutland Goldern Age	-43.20

Total Cash Disbursements

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
		Warren Water Plant	ENVIRONMENTAL SERVICES:Warren Water	-48.60
		Warren Landfill Site	ENVIRONMENTAL SERVICES:Waste Management:Warre...	-48.60
		Markstay Garage	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-48.60
		Warren Municipal Office	GENERAL GOVERNMENT:Administration:Warren	-45.00
		Warren Station	PROTECTION SERVICES:Fire Department:Warren Station	-48.60
		Awrey Station	PROTECTION SERVICES:Fire Department:Awrey Station	-48.60
		Markstay Station	PROTECTION SERVICES:Fire Department:Markstay Station	-48.60
		Arena/Hall	RECREATION & CULTURAL SERVICES:Arena/Hall	-48.60
		Warren Garage	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-48.60
		Seniors Club	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-43.20
		Markstay Office	GENERAL GOVERNMENT:Administration:Markstay	-48.60
		Markstay Water	ENVIRONMENTAL SERVICES:Markstay Water	-48.60
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-80.29
TOTAL				-1,395.38
10/24/2024	PINCHIN LTD			
10/17/2024		Hagar Landfill Fall 2024 Monitoring Contract	ENVIRONMENTAL SERVICES:Waste Management:Hagar ...	-1,622.05
		Warren Landfill Fall 2024 Monitoring Contract	ENVIRONMENTAL SERVICES:Waste Management:Warre...	-3,755.97
	Receiver General	HST Rebate		-594.03
TOTAL				-5,972.05
10/24/2024	Ray's Enterprise			
08/01/2024		Markstay Seniors-pump holding tank	GENERAL GOVERNMENT:Rentals:8 Church St - Seniors ...	-345.00
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-44.85
TOTAL				-389.85
10/24/2024	STOKES INTERNA...			
08/30/2024		FP-Payroll Deductions-Badges, Wallets etc	PROTECTION SERVICES:Fire Department	-581.55
	Receiver General	HST Rebate		-64.24
TOTAL				-645.79
10/24/2024	TRUE 802 WIREL...			
10/15/2024		PW-Internet	ENVIRONMENTAL SERVICES:Public Works	-203.52
		FD-Internet	PROTECTION SERVICES:Fire Department	-152.63
	Receiver General	HST Rebate		-39.34
TOTAL				-395.49

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
10/24/2024	Fountain Tire			
09/12/2024	Receiver General	PW-Unit 336-Tire & Service HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-983.93 -108.68
09/20/2024	Receiver General	PW-Unit#338/-Repair Tires HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-72.94 -8.06
09/20/2024	Receiver General	PW-Unit#345-Tires & Maintenance HST Rebate	TRANSPORTATION SERVICES:Public Works:Vehicles an...	-1,261.28 -139.32
TOTAL				-2,574.21
10/24/2024	MASLACK			
09/24/2024	Receiver General	PW-Warren Garage-Floordry HST Rebate	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-135.26 -14.94
TOTAL				-150.20
10/24/2024	Kim Morris			
10/20/2024	GRANT - Seniors C... Receiver General	Seniors Community Grant-Flyers-Staples HST Rebate	GENERAL GOVERNMENT:Council	-150.75 -16.65
10/23/2024	GRANT - Seniors C... Receiver General	Seniors Community Grant-Advertising -Staples HST Rebate	GENERAL GOVERNMENT:Council	-99.20 -10.96
TOTAL				-277.56
10/24/2024	Family Responsibi...	Case#1032476		
10/24/2024		September 2024 Case#1032476	GENERAL GOVERNMENT:Administration	-498.00
TOTAL				-498.00
10/24/2024	RUSTIC CAFE			
04/22/2024		W.Garage-Creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
04/27/2024		Warren Garage-Creamer and Milk	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-7.63
05/01/2024		W. Garage-creamers	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-8.08
05/18/2024		Admin-Creamer	GENERAL GOVERNMENT:Administration	-4.03
05/27/2024		W.Garage-creamers	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-8.06
06/25/2024		W.Garage-creamers	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
07/03/2024		Arena-creamers	RECREATION & CULTURAL SERVICES:Arena/Hall	-12.51
07/12/2024		W.Garage-creamers	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
		W.Garage-bleach & insect repellent	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-16.77
	Receiver General	HST Rebate		-1.85

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
07/24/2024		PW-Creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
07/31/2024		W.Garage-creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
08/04/2024		PW-Warren Garage Creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
08/20/2024		W.Garage-creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
08/27/2024		Admin-lasagna	GENERAL GOVERNMENT:Administration	-264.48
	Receiver General	HST Rebate		-29.21
09/11/2024		W. Garage-creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
09/18/2024		W.Garage--creamer	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-4.03
09/24/2024		Admin-Creamer	GENERAL GOVERNMENT:Administration	-4.03
TOTAL				-392.92
10/24/2024	CO-OP REGIONAL			
09/03/2024		PW-Marstay Garage-Clear Diesel	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,681.62
	Receiver General	HST Rebate		-185.74
09/03/2024		Warren-Clear Fuel	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-1,703.04
	Receiver General	HST Rebate		-188.11
09/10/2024		Markstay-Coloured Fuel	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,272.15
	Receiver General	HST Rebate		-140.52
09/10/2024		Markstay-Gas	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,328.07
	Receiver General	HST Rebate		-146.69
09/10/2024		Markstay-Gas	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,331.00
	Receiver General	HST Rebate		-147.02
09/17/2024		FD-Awrey Firehall-furnace oil	PROTECTION SERVICES:Fire Department:Awrey Station	-506.24
	Receiver General	HST Rebate		-55.92
09/17/2024		Warren-Colored Fuel	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-1,390.38
	Receiver General	HST Rebate		-153.58
09/24/2024		Markstay-Clear Fuel	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,207.40
	Receiver General	HST Rebate		-133.37
09/25/2024		Warren-Clear Fuel	TRANSPORTATION SERVICES:Public Works:Warren Gar...	-1,340.08
	Receiver General	HST Rebate		-148.02
09/25/2024		Markstay-Coloured Fuel	TRANSPORTATION SERVICES:Public Works:Markstay Ga...	-1,023.34
	Receiver General	HST Rebate		-113.03
TOTAL				-14,195.32
10/30/2024	JENNIFER DESLO...			
10/25/2024		Admin-website mtce	GENERAL GOVERNMENT:Administration	-250.00
10/25/2024	GRANT - Seniors C...	Admin-Senior Community Grant	GENERAL GOVERNMENT:Council	-215.00
TOTAL				-465.00

Municipality of Markstay-Warren Cash Disbursements October 2024

Date	Name	Memo	Class	Paid Amount
10/30/2024	CASH	Arena Petty Cash		
10/30/2024		Amazon-Filter for Bottle Filling station	RECREATION & CULTURAL SERVICES:Arena/Hall	-32.37
		Amazon-plumbing supplies	RECREATION & CULTURAL SERVICES:Arena/Hall	-28.28
		Amazon-Jug Curling Supplies	RECREATION & CULTURAL SERVICES:Arena/Hall	-26.94
		Dollarama-painting supplies	RECREATION & CULTURAL SERVICES:Arena/Hall	-15.00
		Lise P-kitchen Supplies	RECREATION & CULTURAL SERVICES:Arena/Hall	-48.67
		Quality Auto-relay bracket	RECREATION & CULTURAL SERVICES:Arena/Hall	-7.55
		Petty Cash Shortfall	RECREATION & CULTURAL SERVICES:Arena/Hall	-6.34
	Receiver General	HST (ON) on purchases (Input Tax Credit)		-20.65
TOTAL				-185.80
10/30/2024	Workplace Safety ...			
01/01/2024		2023 Reconciliation	PROTECTION SERVICES:Fire Department	-778.27
		2023 Reconciliation	GENERAL GOVERNMENT:Administration	-12,396.34
		2023 Reconciliation	RECREATION & CULTURAL SERVICES:Library	-1,213.96
		Interest and penalties on late filing	GENERAL GOVERNMENT:Administration	-1,992.45
03/19/2024		Feb. Conturbutions	GENERAL GOVERNMENT:Administration	-234.08
		2023 Reconciliation	GENERAL GOVERNMENT:Administration	-25.81
		Feb. Conturbutions - 10520411	RECREATION & CULTURAL SERVICES:Library	-19.49
		Feb. Conturbutions - 10520411	PROTECTION SERVICES:Fire Department	-58.14
03/31/2024		March 2024 Premiums	RECREATION & CULTURAL SERVICES:Library	-26.79
		March 2024 Premiums	GENERAL GOVERNMENT	-304.54
		March 2024 Premiums	PROTECTION SERVICES	-50.27
		March 2024 Premiums	GENERAL GOVERNMENT:Administration	-39.53
03/31/2024		Interest and penalties for not remitting March ...	GENERAL GOVERNMENT:Administration	-529.83
06/30/2024		WSIB-Library Remittance for June 2024	RECREATION & CULTURAL SERVICES:Library	-29.16
		WSIB- Municipal Remittance for June 2024	GENERAL GOVERNMENT	-268.46
		WSIB-Fire Dept Remittance for June 2024	PROTECTION SERVICES	-21.75
		WSIB Remittance for June 2024	GENERAL GOVERNMENT:Administration	-29.96
07/31/2024		WSIB- Library for July 2024	RECREATION & CULTURAL SERVICES:Library	-25.50
		WSIB- Municipal for July 2024	GENERAL GOVERNMENT	-250.88
		WSIB- Fire Department for July 2024	PROTECTION SERVICES:Fire Department	-44.12
		WSIB due for July 2024	GENERAL GOVERNMENT:Administration	-32.03
08/31/2024		Library	RECREATION & CULTURAL SERVICES:Library	-301.04
			GENERAL GOVERNMENT:Administration	-2,778.40
			PROTECTION SERVICES:Fire Department	-316.06
09/30/2024		Library	RECREATION & CULTURAL SERVICES:Library	-275.58
		Municipal	GENERAL GOVERNMENT:Administration	-2,980.88
		Fire Department	PROTECTION SERVICES:Fire Department	-588.65
10/31/2024		August Late Payment and Interest	GENERAL GOVERNMENT:Administration	-330.25
10/31/2024		Library	RECREATION & CULTURAL SERVICES:Library	-444.37

Municipality of Markstay-Warren
Cash Disbursements
October 2024

Date	Name	Memo	Class	Paid Amount
		Municipal Fire Department	GENERAL GOVERNMENT:Administration PROTECTION SERVICES:Fire Department	-3,780.75 -280.65
TOTAL				-30,447.99
10/30/2024	ADT BY TELUS			
10/01/2024	Receiver General	Arena-Q4 alarm monitoring HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-80.88 -10.51
TOTAL				-91.39
10/31/2024	SYLVAIN LABELLE			
10/31/2024	Receiver General	Plumbing Supplies-Bathrooms, showers, kitch... HST (ON) on purchases (Input Tax Credit)	RECREATION & CULTURAL SERVICES:Arena/Hall	-297.27 -38.65
TOTAL				-335.92

TO: Council
FOR: Decision
DEPARTMENT: Administration
DATE: November 7, 2024

SUBJECT : Warren Recreation Committee Jug Curling Tournament

Objective

The Warren Recreation Committee is planning on holding their annual Jug Curling Tournament the weekend of March 28th. As in previous years, the Rec Committee is requesting that they will pay their regular hourly rate for the ice, and get the hall rental free of charge.

Recommendation

That Council approve the request to provide the arena hall at no cost to the Recreation Committee for the March 2025 Jug Curling Tournament to be held the March 28th weekend.

Lease Agreement Between THE COPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN and Markstay Seniors

THIS Agreement MADE in duplicate this 18th ___ day of _November, 2024_____

BETWEEN:

THE COPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN
Hereinafter called "The Lessor" of the First Part

And MARKSTAY GOLDEN AGE AND SENIOR CITIZENS CLUB, of the Village of Markstay,
in the District of Sudbury Hereinafter called the "Lessee" of the Second Part;

WITNESSETH that in consideration of the rents and covenants hereinafter contained on the part of the Lessee, the Lessor hereby leases unto the Lessee the building located at 6 Church Street, Markstay, ON also known as the Markstay Seniors Club.

1. TO HOLD THE PREMISES for and during the term of five (5) years, to be computed from the 1st day of November 2024 and from then forth next ensuring and to be fully completed and ended on the 31st day of October, 2029.
2. RENT: The Lessee hereby agrees to pay to the Lessor the Yearly Rent set forth in Schedule A attached.
3. The Lessee covenants with the Lessor:
 - (a) To pay rent;
 - (b) To provide the Lessor with such insurance as the Lessor may from time require in respect to the Lessee's operations and particularly public liability and property damage insurance;
 - (c) To keep the premises and every part thereof in a clean and tidy condition and not to permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon;
 - (d) To permit the Lessor at all reasonable times to enter the premises to inspect the condition thereof and where such inspection reveals that repairs are necessary to make such repairs in good and workmanlike manner within three calendar months from the date of delivery of notice from the Lessor requiring such repair;
 - (e) At its own cost and expense to comply with the requirements of every applicable by-law, statute, law or ordinance, and with respect to the condition, equipment, maintenance, use or occupation of the premises;
 - (f) To indemnify the Lessor from any and all liabilities, damages, costs, claims, suits, or actions growing out of:
 - i) Any breach, violation, or non-performance of any covenant or proviso hereof on the part of the Lessee;
 - ii) Any damage to property occasioned by the use and occupation of the premises, or
 - iii) Any injury to a person or persons including death resulting at any time there from, occurring in or about the premises.

Note: Prior to the Renewal Date, the Lessee will deliver a Certificates of Insurance executed by the Lessee's Insurers.

Such indemnification in respect of any such breach etc., as hereinafter stated shall survive any termination of this Lease, anything in this Lease to the contrary notwithstanding.
4. The Lessee agrees that the operation of the premises occupied by it shall be used for the operation of a senior citizens club.
5. Subject to the rental payments herein provided the Lessor covenants with the Lessee:
 - (a) For quiet enjoyment;
 - (b) Within reason and advanced approval by the Lessor, to permit the Lessee to make any

alterations or additions to the premises which the Lessee may deem necessary for the purposes of the operations of the Lessee;

- (c) To repair the roof, outside walls, foundations, plumbing & electrical maintenance, floors (excluding non-permanent floor coverings), and all other structural defects or weaknesses, unless the need of repair is caused by the negligence of the Lessee, its agents, employees or sub-lessees;
 - (d) To make changes as required for Fire Code compliance.
 - (e) To perform snow removal (driveway and roof).
 - (f) To insure, and keep insured during the whole of the term the premises against loss or damage by fire and other such standard supplementary perils as may be presently on the policy held by the Lessor at the time of this Agreement;
6. It is hereby agreed in the case of destruction or partial destruction of the demised premises by fire, lightning, tempest, or damage from any violent cause, the Lessor shall have the privilege in its sole discretion to terminate this Lease and shall not be called upon to repair, rebuild or restore the demised premises.
 7. If the Lessee shall, prior to or during the term of this Lease, affix or erect on the said premises any fixtures, then such fixtures shall belong to the Lessor to be removed by the Lessee with consent to the Lessor, provided any damage to the premises caused by the removal shall be repaired by the Lessee.
 8. Provided that should the Lessee remain in possession of the premises after the termination of the term hereby created without other special agreement, it shall be as a monthly tenant and subject in other respects to the term of this Lease.
 9. Provided that the Lessor shall be entitled to re-entry on the non-payment in excess of 60 days of rent or non-performance of the covenants herein contained by the Lessee.
 10. Notwithstanding anything herein contained the Lessor and the Lessee must reach mutual agreement at any time during the continuance of this Lease in order to dissolve this Lease.
 11. And it is hereby declared and agreed that these presents and everything herein contained shall respectively ensure to the benefit of, and be binding upon, the parties hereto, their heirs, executors, administrators, successors and assigns respectively.
 12. That either Party may terminate this agreement in writing with a minimum notice of 60 days.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this ___18th ___ day of ___November 2024_____.

SIGNED, SEALED AND DELIVERED

in the presence of:

**THE COPORATION OF THE MUNICIPALITY
OF MARKSTAY-WARREN**

PER: _____

Mayor

Clerk

)

**MARKSTAY GOLDEN AGE &
SENIOR CITIZENS CLUB**

PER: _____

Schedule A

Lease Agreement Between THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN
and Markstay Seniors

6,
Payment Terms

	Year	Rent	
		Yearly	Monthly
			-
Year 1	Nov.2024-Oct.2025	\$ 3,600.00	\$ 300
Year 2	Nov. 2025-Oct. 2026	\$ 3,636.00	\$ 303
Year 3	Nov. 2026-Oct. 2027	\$ 3,672.36	\$ 306.03
Year 4	Nov. 2027-Oct. 2028	\$ 3,709.08	\$ 309.09
Year 5	Nov. 2028- Oct. 2029	\$ 3,746.17	\$ 312.18

Notes:

- Payments to be made monthly by 2nd Monday of the month
- HST to be included over the amounts shown above.
- All other expenses other than the ones included in section 5(c), 5(d), 5(e) and 5 (f) would be additional to the rental fee.

TMW 2024-09
Supply of Road Salt

Tender Closed Tuesday, October 28st , 2024 at 10 am

Received two (2) bids for tender TMW 2024-09

Compass Minerals \$133.94/Tonne, Total price \$21,430.40

Windsor Salt Ltd. 135.45/Tonne, total price \$21,672.00

RECOMMENDATION

THAT Council award the Salt tender to Compass Minerals in the amount of \$21,430.40

THIS LEASE AGREEMENT made the 1st day of December, 2024.

BETWEEN:

The Corporation of The Municipality of Markstay-Warren,
A Corporation Incorporated under the laws of the Province of Ontario
without share capital,

(hereinafter called the "LANDLORD")
OF THE FIRST PART

And

Centre de Santé Univi Health Centre
A Corporation duly incorporated under the laws of the Province of Ontario
Without Share capital,

(hereinafter called the "Tenant")
OF THE SECOND PART

AND WHEREAS the Landlord is the owner of the lands and premises described as:

39 Lafontaine St., Unit 06, Warren, Ontario, P0H 2N0 as per Schedule "A" part of the Ground Floor, as per Schedule "B" attached which forms part of this agreement (hereinafter called the "Premises").

The Landlord hereby agrees to Lease office accommodations in this building as follows:

- 1.0 Lease - Landlord to prepare at its expense, a Lease in quadruplicate in accordance with this Lease Agreement. Lease to be executed within 14 days upon receipt from the Landlord and it is agreed and understood that the Tenant will not be allowed occupancy to the premises until the Lease Agreement is executed by both parties.
- 2.0 Demised Premises - To a maximum of 3,690 square feet as per the area calculations shown on the attached Schedule "B" sketch 1.5 (3,690 square feet) measured in accordance with BOMA Standards.
- 3.0 . Rent shall be paid at the rate established per square foot per year in accordance to section (6) and (7) below.

4.0 Term of Lease - The Term of the Lease shall be for a period of Ten (10) years commencing December 1st, 2024 ("the Commencement Date"), and to be completed and terminated no later than November 30th, 2029 ("the Termination Date").

The Original Lease was dated June 1st, 2011 which outlined the Initial Terms of the Lease agreement following the construction of the building and its occupancy within the Premises

5.0 Renewal of Lease - Tenant to have the option of renewing the Lease at the end of the tenth (10th) year of the term for a further term of five (5) years and the Lease shall be renewed every (5) years thereafter, at a rate to be negotiated, provided the Tenant sends to the Landlord written notification of having exercised this option at least twelve (12) months prior to expiry of the preceding Term. Should the Tenant and Landlord fail to agree on the renewal rate, the Rates shall be determined by arbitration as defined by the Ontario Arbitration Act, as amended from time to time or any substitute legislation at that time.

6.0 Rent - The Tenant agrees to pay Rent in advance on the first day of each month. If Rent commences on a date other than the first of any month, only the proportionate part of the Rent for the month will be payable. The Tenant will deliver to the Landlord, at the beginning of each month, the monthly rent then payable.

The exact basic rentable area of the Leased Premises was determined by the Landlord's architect, and the Rent reserved herein shall be based on 3,690square feet adjusted at the rate in Section 7 hereto. The Landlord and Tenant having agreed to this lease agreement acknowledge acceptance of the space provided.

7.0 Rate – The Landlord and Tenant agree that the Rent is on a gross basis meaning that the tenant shall pay only monthly rent and the Landlord shall be responsible for all other charges associated with the property, including, but not limited to, those listed in schedule “E” and “K” attached hereto and made part hereof.

As rental for the Premises during the initial term and options period, Tenant covenants and agrees to pay to Landlord the following amounts:

- a) For the period ending November 30th, 2024
 - \$14.00 per square foot for 2,555 square feet rental space per year;
 - \$12.00 per square foot for 200 square feet rental per year
 - \$13.00 per square foot for 935 square feet rental per year.
- b) For the period ending November 30th, 2034, the yearly lease amount will be renegotiated.

The Tenant hereby covenants to pay to the Landlord as Gross Rent, during the Term ending November 2024 2029, the sum of Fifty Thousand and three Hundred and twenty five Dollars (\$50,325), in equal monthly instalments of Four Thousand and one Hundred and ninety three Dollars and seventy five cents (\$4,193.75), based upon the annual rate of Fourteen Dollars (\$14.00) per

square foot for 2,555, \$12.00 per square foot for 200 square feet and \$13.00 per square foot for 935 square feet of the Basic Rentable Area of the Premises.

It is agreed and understood that the Gross Rent shall commence to be payable on the Commencement Date.

Gross Rent shall be payable to the Landlord in lawful money of Canada, in advance in equal monthly instalments on the first day of each and every month during the Term at such place as the Landlord shall hereafter designate in writing. If the Term commences on any day other than the first day of a month or ends on any day other than the last day of a month, Gross Rent for the fractions of a month at the Commencement Date and at the end of the Term shall be prorated on a per diem basis, based upon a period of 365 days. Rental payments shall, unless otherwise agreed upon by the parties, be made by the Tenant by direct deposit to the Landlord as further directed by the Landlord. The Landlord covenants to provide the Tenant with a minimum of fifteen (15) days' prior written notice of a change in either the payee of the Rent or the address of the landlord.

The Tenant hereby certifies that the Premises are leased by Le Centre de Santé Univi Health Center for the use as office space and are therefore subject to the Harmonized Sales Tax.

If the Premises are available for occupancy prior to the Scheduled Delivery Date, then the Tenant may, at its option, occupy the Premises prior to the Scheduled Delivery Date, and shall pay rent in accordance to this lease agreement. The Tenant agrees that during any period of occupation prior to the Commencement Date, it shall abide by the terms and conditions of this Lease as if this Lease was in force and effect.

8.0 Tenant's Responsibilities

8.1 Leasehold Improvements – See Schedule “D” and “I”

8.2 Use of Premises - The Tenant shall pay without demand; the rental instalments hereinabove provided duly and regularly and shall use the Demised Premises only for the purpose of delivering out patient and administrative services.

The Tenant will not during the term vacate the Leased Premises either in whole or in part, either actually or constructively nor will it during the term cease to operate the business specified under the provisions of this section, during normal business hours.

8.3 Compensation for Damage - Subject to Section 14.0, to make good or compensate the Landlord for any damage to the Premises (save and except for any loss of profit or consequential loss that is indirect or not reasonably foreseeable) caused by negligent, reckless or willful misconduct of the Tenant's servants, agents, employees, licensees, or any Person for whom the Tenant is at law responsible.

- 8.4 Notice of Defect - To give the Landlord notice, as soon as reasonably possible, of any accident to or defect in the Mechanical and Electrical Services, or any other system or part of the Premises which the Landlord is obligated to repair.
- 8.5 Entry by Landlord - To permit the Landlord to enter the Premises at any reasonable time after delivering two (2) Business Days' prior written notice to the Tenant's designated representative (except in the case of an emergency when no notice is required), for the purpose of inspecting the Premises and making permitted or required repairs to the Premises. If the Tenant is not present to permit an entry by the Landlord to the Premises at the time that entry is necessary by reason of an emergency, then the Landlord, without any notice to the Tenant, may forcibly enter the Premises to remedy such emergency at the Landlord's sole risk.
- 9.0 Operating Costs Adjustment - The Landlord shall be responsible for the Operating Costs as listed on schedule "E". Terms are to be renegotiated for every five (5) year term commencing on the fifth anniversary of occupancy.
- 10.0 Landlord's Responsibilities – Schedule "D" and "K"
- 10.1 Building Maintenance - The Landlord is responsible for all structural repairs and maintenance to the building and building related electrical equipment. This, but is not limited to, exterior walls, roof, windows, base building ventilation and heating/cooling equipment, foundation, plumbing, plate glass insurance, and the parking lot surface. The Landlord is solely responsible for paying all utility charges. The Landlord shall be responsible for maintaining any base building fans, pumps, pipes, ducts, meters, valves, wiring and conduits. The Landlord is responsible for replacement of ballasts and light bulbs as well.
- 10.2 Services – The Landlord shall be responsible for the hydro, water plumbing, heating, ventilation and air conditioning equipment, fire alarm system, and all other services up to and including the Demised Premises.
- 10.3 Parking Lot and Sidewalks – The Landlord shall provide maintenance of the parking lot surface, parking lot and all sidewalks, including snow, ice and refuse removal.
- 10.4 Common Areas – The Landlord shall be responsible for maintaining in good condition all common areas adjacent to or outside the Demised Premises within the Landlord's boundaries and shall maintain all landscaping, foundation, roof and exterior walls and interior structural elements thereof, mechanical, storage, service, janitorial rooms, generally all areas forming part of the property which do not constitute part of the Demised Premises.
- 11.0 Signs – The Tenant shall have the right to install (at its own expense) Building signs and use of the sidewalk pylon sign if and when available. All signs are subject to Landlord's approval, which will not be unreasonably withheld.

Notwithstanding the preceding paragraph, if the lease is not renewed, on or before the end of the term and at the request of the Landlord, the Tenant shall remove any or all of the said signage to the extent requested by the Landlord, including if requested, restoring the allocated area to the same condition as provided at the commencement of this Lease provided for herein. Every installation, removal or restoration by the Tenant as set out herein, will be done at the sole expense of the Tenant and the Tenant will promptly make good, or reimburse the Landlord the cost of making good, any or all damage done to the structural elements as a result of the said installation, removal or restoration of the said signage.

12.0 Parking – Landlord shall provide to the Tenant parking spots, at no extra cost to the Tenant.

13.0 Environmental – The Landlord represents and warrants to the best of its knowledge that there has not been and is not now; and covenants to ensure that there will not be, at any time during the Term of the Lease any environmental contaminant located, stored, manufactured, refined, disposed of, produced, processed or incorporated in or on any part of the Building or Lands. If hazardous and/or toxic materials are found, the Landlord agrees to arrange for the removal of such materials, hazards and causes, and to remedy the premises suitable for occupancy. The Landlord will assume all costs associated with the removal and remedy prior to the Tenant taking possession of the Demised Premises.

14.0 Insurance and Indemnification – The Landlord and Tenant shall each maintain insurance as set out in Schedule “C”.

Notwithstanding the foregoing, the Agreement shall include a clause whereby except for the wilful neglect of unlawful acts of the Landlord or Tenant or those for whom in law, the Landlord or Tenant are responsible, the Landlord and Tenant shall indemnify each other and save each other harmless from and against all losses, claims actions, costs, liabilities and expenses (together the ‘claims’) in connection with loss of life, personal injury, damage to Property (including any portion of the Building and its equipment, machinery, services, fixtures and Leasehold improvements) or any other loss or injury arising from or out of the conduct of any work by either party, the provision of any service, not including utilities or the Base Building including base building systems, by either party or any act or omission of either party or those for whom either party is at law responsible or by anyone permitted to be in the Building by either party.

The Landlord will also indemnify the Tenant and save it harmless from and against all Claims resulting from the existence or improper handling of any Environmental Contaminant which is or has been located, stored or incorporated in or on any part of the building.

15.0 Tenant May Cure the Landlord's Default – In the event the Landlord fails to diligently commence performance of any of its obligations or to make any payments under this Lease within a reasonable time after having been given notice by the Tenant, including without limitation its obligation to pay realty Taxes, Utilities, insurance premiums and to maintain and make all necessary repairs with respect to the Building, and provided the Landlord and Tenant are in agreement in respect to the necessity of performing its obligations (both acting reasonably and in accordance with industry standard), the Tenant may, but shall not be required to, make such payment or repairs, as the case may be in order to maintain the safe and ongoing operations of the program, and the Landlord shall reimburse the Tenant forthwith on written demand. In the event the Landlord fails to pay within thirty (30) days following such demand, the Tenant shall be entitled to set off all sums owing from the next payments of Rent.

16.0 Finishings Provided by Landlord – As per Schedule “D” attached.

17.0 Floor Plans – (not to scale or verified by architect) Schedule “B” attached.

18.0 Consent Required - The Tenant shall not: assign this Lease in whole or in part; permit any other person to share possession of, or have an interest in, the Leased Premises with the exception of any related outpatient and related administrative services, without the prior written consent of the Landlord, which consent may not be withheld unreasonably notwithstanding any statutory provision to the contrary or may be granted upon such conditions as the Landlord may determine.

19.0 NOTICE - All Notices shall be in writing and shall be either delivered or posted by registered prepaid mail to:

a. in the case of the Tenant, at
Le Centre de Santé Univi Health Centre
Noelville On, P0M 2N0
44 St. Christopher Street
Ph : 705-898-2594
Fax : 705-898-3106

and

b. in the case of the Landlord at
The Corporation of the Municipality of Markstay-Warren
P.O. Box 79
21 Main St. S.,
Markstay, ON P0M 2G0
Ph: 705-853-4536
Fax: 705-853-4964
[E-mail: Kmorris@markstay-warren.ca](mailto:Kmorris@markstay-warren.ca)

20.0 A Notice shall be deemed to have been received on the date of its delivery or, if mailed, three (3) business days after mailing. In the event of a disruption or threatened disruption in the postal system, all Notices shall be delivered in person.

21.0 NO REPRESENTATION - There are no covenants, representations, Agreements, warranties or conditions, express or implied, collateral or otherwise, in any way relating to the subject matter of this Agreement, except those set forth in this Agreement.

22.0 TIME OF THE ESSENCE - Time is of the essence for this Agreement.

23.0 Schedule "A" to and including Schedule "M" shall form part of this Agreement.

THIS AGREEMENT shall inure to the Benefit of and be Binding upon the Parties hereto, their successors and assigns.

SIGNED AND SEALED at Markstay, Ontario, this ____ day of _____, 2024

Per: _
Name: Nicole Plante-Dupuis
Title: Executive Director
I have authority to bind the Corporation

AGREEMENT ACCEPTED this ____ day of _____, 2024

Per: _
Name:
Title:
I have authority to bind the Corporation

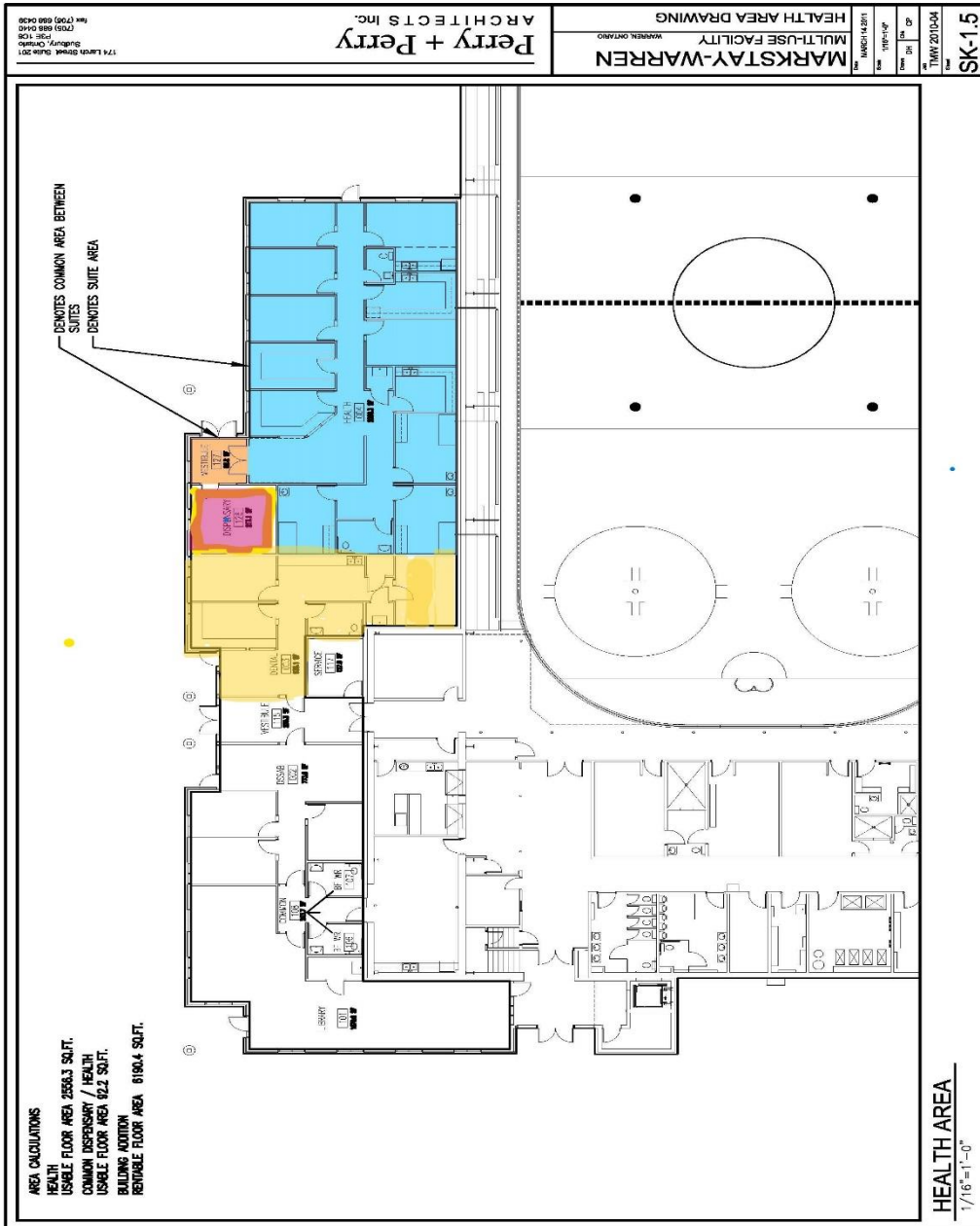
Per: _
Name:
Title:
I have authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS

The Markstay-Warren Multi-use Facility which will include the Community Health Center will be located at 39 Lafontaine, Unit 06, Warren, Ontario, P0H 2N0. The legal description is Dunnet, Con. 6, Lot 2, RP53R4363, Part 1, Inst. 64813 and Inst. 71638, Part 1 53R6229.

SCHEDULE "B" FLOOR PLAN





SCHEDULE "C"

INSURANCE

Landlord's Insurance

The Landlord will maintain:

- (a) all risks Insurance on the Building (excluding any Property of the Tenant or any other Persons on the Leased Premises);
- (b) Each policy of insurance will name, as insureds, the Landlord and the Released Persons, each as their respective interests may appear. The policies (other than the Landlord's liability policy) will contain a waiver of any subrogation rights which the Landlord's insurers may have against the Released Persons and those for whom any of them is in law responsible, except for the liability portion of insurance or where the cause is negligence or willful misconduct.
- (c) public liability and Property Damage Insurance with respect to the Landlord's Operations in the Building (which will be written on a comprehensive basis with inclusive limits of at least Five million dollars (\$5,000,000.00) for each Occurrence for bodily injury for any one or more Persons or Property Damage and contain a severability or interests' clause and cross Liability Clauses); and
- (d) whatever other forms of insurance the Landlord or the Mortgagee reasonably consider advisable. The Landlord's Insurance will be in those reasonable amounts and with those reasonable deductibles that a prudent owner of a similar Building would maintain, having regard to size, age and location. This Section does not relieve the Tenant from liability arising from or contributed to by its negligence or misconduct. The Tenant has no insurable interest and no right to receive proceeds or other benefits under any of the Landlord's Insurance Policies.

Tenant's Insurance

The Tenant will maintain:

- (a) (i) "All Risks" Property Insurance insuring all Property owned by the Tenant; (ii) Public Liability and Property Damage Insurance with respect to the Leased Premises and the Tenant's use of the Building (which will be written on a comprehensive basis with inclusive limits of at least Five million dollars (\$5,000,000.00) for each Occurrence for bodily injury for any one or more Persons or Property Damage and contain a severability of interests clause and cross Liability Clauses); and (iii) any other form of Insurance with whatever limits the Tenant and the Landlord, acting reasonably, require from time to time, in form, in Amounts and for Risks against which a prudent Tenant under similar circumstances would Insure.
- (b) Each Policy of Insurance will name, as insured, the Tenant and the Released Persons, each as their respective interests may appear. The Policies (other than the Tenant's Liability Policy) will contain a Waiver of any Subrogation Rights

which the Tenant's Insurers may have against the Released Persons and those for whom any of them is in law responsible, excluding where the cause is negligence or willful misconduct. All policies will (i) be non-contributing and apply only as primary and not excess to any other Insurance available to any of the Released Persons; (ii) not be invalidated (in relation to the interests of any of the Released Persons) by reason of any breach of Warranties, representations, declaration or conditions contained in the Policies; and (iii) contain an undertaking by the Insurers to notify the Landlord and each Mortgagee in writing not less than thirty (30) days before any material change, cancellation or Termination.

- (c) Prior to taking possession of the Leased Premises and on every Renewal Date, the Tenant will deliver Certificates of Insurance executed by the Tenant's Insurers. No review or approval of any Insurance Policy or Certificate by the Landlord will in any way alter the Landlord's rights under this lease.

LANDLORD'S RESPONSIBILITIES

Finishings to be provided by the Landlord at the Landlord's expense prior to Occupancy:

1. Walls: Perimeter walls and partitions shall be taped and sanded to smooth finish and painted.
2. Electrical: Electrical services and distribution to all offices shall be serviced and fully Operable and up to Code Standards.
3. Partitioning: "as is/where is" condition such that any modifications to existing partitions shall be at the Tenant's Expense. Partition walls shall be taped and sanded to a smooth finish and painted.
4. Lighting: The Landlord shall supply and install interior and exterior illumination in accordance to IES recommendations.
5. Air Conditioning: The Landlord shall install new Heating, Ventilation and Air Conditioning system and diffuse said System to the Tenant's offices.
6. Washrooms: Washroom facilities for male and female employees of the Tenant in accordance with the requirements established by the Occupational Health and Safety Act, R.S.O. 1990, c.0.1, as amended, and the regulations made thereunder, or any successor act, a handicapped accessible male and female washroom installed in accordance with the requirements of the Building Code Act, 1992, S.O. 1992, c.23, as amended, the Ontarians With Disabilities Act, S.O. 2001, c.32, and any other applicable Laws and requirements of any relevant Authority, and the provision of all washroom equipment and supplies reasonably necessary, in the opinion of the Tenant, for the use and operation of such washroom facilities, including, without limitation, a sink, vanity, toilet bowl, paper towel dispenser, garbage pail, soap dish and toilet paper dispenser and appropriate flooring throughout washrooms.

TENANT'S RESPONSIBILITIES

7. Electrical wires and cables for computer networking and security system is the responsibility of the tenant.
8. Paint finish shall be the responsibility of the tenant if alternate colours are required once moved in . Any painting required during the term of the lease shall be the responsibility of the tenant.
9. All millwork over and above what is being provided shall be the responsibility of the Tenant.

SCHEDULE "E"

10. The supply, installation and maintenance of all equipment associated with computer and telecommunication equipment shall be the responsibility of the tenant.

OPERATING COSTS
(YEAR END)

1. In this schedule

(a) "Operating Costs" means:

(1) subject to the provisions contained in the remainder of this Lease, the costs of the Landlord, without duplication or profit, for operating, maintaining, repairing and insuring the Building and Lands, including the following:

- (A) Janitorial shall include the following:
 - a. cleaning and janitorial expenses for the demised premises including washrooms;
 - b. cleaning supplies;
 - c. contractors and window cleaning (for the demised premises);
 - d. rental of cleaning equipment, maintenance equipment and tools;
 - e. the cost of collection and removal of garbage and waste **except for used hazardous materials and supplies (i.e. – syringes)**;

- (B) Repairs and Maintenance
 - a. the cost of light fixtures maintenance and fluorescent tube, light bulb and ballast replacement, save and except the replacement of such ballasts that have been affected by the presence of PCB's, and in such instance or instances, the cost of such replacement (including labour and installation) shall be at the Landlord's sole expense, and shall not be included in the calculation of Operating Costs;
 - b. any costs relating to the operation, maintenance, repair, replacements of or to the Mechanical, Electrical, and Plumbing Services which are not major or capital in nature;
 - c. any costs relating to the operation, maintenance, repair, replacements of or to the fire alarm, fire extinguishers, smoke detectors and carbon monoxide detectors of the demised premises.

- (C) all Utilities supplied to the Building including hot and cold water, gas, electricity and sewer charges, net of recoveries;

- (D) all insurance which the Landlord is obliged to obtain under the Lease;

- (E) consultants' fees directly related to the reduction or control of increases in Operating Costs of the Building and accountants' fees incurred in compliance with the provisions of the Lease;

(F) an administration fee not to exceed twelve per cent (12%) of the costs referred to in subparagraphs (A) to (E) inclusive hereof after deducting those costs set forth in Paragraph 2 of this Schedule "E" and excluding those costs set forth in Paragraph 3 of this Schedule "E", as well as those amounts received by the Landlord for Sales Taxes in respect of the costs referred to in subparagraphs (A) to (E) inclusive hereof, Additional Services, and any administration, management and supervision fee charged to tenants in respect of construction or work on their respective premises in the Building. It is intended that the foregoing 12% administration fee is in recognition of the management and administrative functions performed by or on behalf of the Landlord as well as a reasonable allocation to the Landlord's overhead for maintenance of the common and outside areas. Accordingly, such administration fee shall not be duplicated by any outside contracted management costs or fees which are attributable to management or supervisory functions performed by the Landlord or by any other entity or person.

(2) Operating Costs shall be reduced by the following to the extent otherwise included in Operating Costs and to the extent actually received by the Landlord:

- (A) proceeds of insurance and damages paid by third parties or the amount that would have been received had the Landlord maintained all insurance policies required to be maintained by it pursuant to the terms and conditions of this Lease;
- (B) repairs or replacements to the extent that the cost of the same is recovered by the Landlord pursuant to original construction and/or equipment warranties;
- (C) amounts recovered from tenants on account of any Additional Services provided to them by the Landlord in addition to those generally available to all tenants of the Building; and
- (D) any cost savings due to more efficient use of energy within the Building.

2. Operating costs are to be determined in accordance to generally accepted accounting principles in accordance with industry standards applied consistently by prudent owners or landlords of similar buildings of comparable size, effective age, quality, use and geographic area, unless otherwise noted within the definition of Operating Costs.

SCHEDULE "F"

HVAC SYSTEM

1. The Landlord shall keep all parts of the Premises heated with artificial heat to a proper and reasonable temperature and provide air-conditioning, ventilation, and humidification in accordance with the following standards.
 - 1.1 Heating shall maintain an indoor temperature of 22 degrees Celsius ± 1 degree Celsius temperature of 22 dry bulb.
 - 1.2 The air-conditioning system shall maintain an indoor temperature of not more than 24 degrees Celsius upswing in the summer with outside peak design temperatures as indicated in "Climate Information for Building Design in Canada 1975" (Supplement No.1 of the National Building Code of Canada).
 - 1.3 The ventilation system shall supply a minimum of 10.0 litres per second of outside air per 10.0 square metres of net floor area at all outside conditions. (Based on 100 square feet floor area per person and 20 cfm per person fresh air for office spaces as per ASHRAE standard 62-1989).
 - 1.4 The carbon dioxide concentration shall not exceed 800 PPM at all locations.

SCHEDULE "J"

WASTE MANAGEMENT AND RECYCLING

The Waste Management and Recycling Program **when implemented** is as follows:

1. The following recyclable materials will be placed in the same bin and be collected by housekeeping and maintenance staff:
 - 1.1 Beverage cartons and boxes
Includes juice boxes, milk, cream, broth, soup and wine cartons.
 - 1.2 Glass bottles
 - 1.3 Metal containers
Includes food and beverage cans and aluminum foil trays and pie plates.
 - 1.4 Paper
Includes newspapers & inserts, magazines & glossies, catalogues, junk mail, phone books, paperback books, paper gift wrap, greeting cards & paper bags.
 - 1.5 Cardboard and Boxboard
Includes food boxes (cereal, cookie, pizza, frozen food with liners removed).
 - 1.6 Empty aerosol cans and dry paint cans
 - 1.7 Plastics
 - 1.8 Polystyrene foam
Includes take-out containers, foam meat trays, foam plates and cups.
 - 1.9 Plastic bags
Includes grocery bags, produce and frozen vegetable bags, outer wrapping for toilet tissue and other paper products, rinsed milk bags.
2. The Tenant will provide trash cans and recyclable bins at each desk.
3. All categories of trash and recyclables listed in Section 1 of this schedule will be collected in accordance with existing housekeeping and maintenance routines (i.e. containers dumped daily by cleaning staff).

SCHEDULE "J"

CONSERVATION OF ENERGY

The Landlord covenants to adhere under the Lease, wherever possible, to the following procedures;

1. Lighting

Energy consumed for lighting shall be reduced by removing non-essential lamps and fixtures and by applying non-uniform standards to existing lighting systems. During working hours, overhead nominal levels in lux(measure of light) shall be

1.1 Service area of public areas	150
1.2 Circulation areas within office space, but not at workstations or comparable space	300
1.3 Normal office work, reading, writing, etc. or comparable task	500

Reduction in overhead lighting shall be accomplished with minimum deviation from the specified levels. Where the "heat of light" technology is used, consideration shall be given to the additional cost and energy requirements of an alternative source of heat. Off-hour and exterior lighting shall be eliminated, except where it is essential for safety, security or heating of purposes.

2. Heating and Cooling

Energy consumed for heating and cooling shall be reduced:

- 2.1 During the heating season, temperature control devices for general office space shall be to maintain 70-72 degrees Fahrenheit (21-22 degrees Celsius) during working hours and not more than 65 degrees Fahrenheit (18 degrees Celsius) during non-working hours. Temperatures in warehouses and similar space shall be adjusted lower than the 65-68 degrees Fahrenheit (18-20 degrees Celsius) depending on the type of occupancy and activity in the space.
- 2.2 During the cooling season, temperature control devices for general office space shall be set to maintain 76-78 degrees Fahrenheit (24-26 degrees Celsius) during working hours and up to 86 degrees Fahrenheit (30 degrees Celsius) during non-working hours.

SCHEDULE "J"

SHOULD TENANT UNDERTAKE TENANT'S IMPROVEMENTS

The Landlord does hereby grant permission to the Tenant to tender for and to undertake and to complete, at the Tenant's sole cost and expense, any Leasehold Improvements to be effected within the Premises, both prior to the Commencement Date and during the Term or any extension thereof, provided that such Leasehold Improvements do not affect the Structure and that where such Leasehold Improvements may affect the Mechanical and Electrical Services, the Tenant agrees to use the Landlord's professional engineers as consultants if so required by the Landlord. The Tenant will give the Landlord written notice of its intention to undertake any Leasehold Improvements and, upon request, shall supply the Landlord with plans of the proposed Leasehold Improvements. The Tenant will obtain the prior written approval of the Landlord for any Leasehold Improvements, which approval will not be unreasonably withheld. The Landlord will co-operate with the Tenant's contractors and if required, provide the Tenant with existing professionally prepared plans of the Structure and Mechanical and Electrical Services.

There will be no requirement, on the part of the Tenant, with respect to union or non-union affiliations of the employees of the Tenant's chosen contractor.

The following Leasehold Improvements shall be undertaken by the Tenant:

1. Electrical wires and cables for computer networking and security system is the responsibility of the Tenant.
2. Paint finish shall be the responsibility of the Tenant.
3. All millwork over and above what is being provided shall be the responsibility of the Tenant.

SCHEDULE "J"

SHOULD THE LANDLORD UNDERTAKE TENANT'S IMPROVEMENTS

If so requested by the Tenant, the Landlord agrees, at no additional charge to the Tenant whatsoever, to assume the responsibility for coordinating the construction of the Tenant's Leasehold Improvements based on plans to be supplied by the Tenant or to be prepared by the Landlord under the supervision of the Tenant. In undertaking this responsibility, the Landlord agrees to obtain a minimum of three (3) competitive quotations from contractors, two (2) of which may, at the option of the Tenant, be nominated by the Tenant, and in doing so shall include a statement in the request for quotations from potential contractors that the lowest quotation will not necessarily be accepted. Such quotations will be obtained in a manner prescribed by the Tenant and will provide a breakdown of major component costs to the extent considered necessary by the Landlord and the Tenant for purposes of evaluation.

When the Landlord undertakes to coordinate the construction of the Leasehold Improvements at the request of and on behalf of the Tenant, and where such work is paid for by the Tenant exclusive of any agreed upon rental payment, such work will be considered an item of "public work" and will be subject to the provisions of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended, or any successor act.

Upon completion of an item of "public work" on behalf of the Tenant, the Landlord agrees to provide:

- (a) A Workplace Safety and Insurance Board Certificate of good standing; and
- (b) A statutory Declaration form duly completed and notarized confirming that all sub-contractors and suppliers have been paid in full.

Final payment for the item of "public work" by the Tenant will be held pending receipt of these documents.

In the event that the Landlord is requested by the Tenant to coordinate the construction of any Leasehold Improvements as aforesaid, the Tenant may, at its option, require the Landlord to enter into a contract with the Tenant, in a form acceptable to the Tenant, outlining further the terms and conditions on which the Landlord will coordinate such construction.

SCHEDULE "K"

HOUSEKEEPING SERVICES SPECIFICATIONS

These specifications are designed to represent the recommended frequency of services anticipated, but are subject to specific site and weather conditions, with the fundamental criterion being that there be no visible soil on the Premises at the commencement of Normal Business Hours.

1. ENTRANCES, MAIN LOBBY AND HALLWAYS

1.1 NIGHTLY SERVICES

- 1.1.1 Non-carpeted flooring will be swept using a dust-preventative method, washed and spray-buffed.
- 1.1.2 Matting will be thoroughly vacuumed.
- 1.1.3 All lobby carpet will be vacuumed and spot-cleaned.
- 1.1.4 All entrance glass will be cleaned on both sides.
- 1.1.5 All metal door frames will be wiped clean.
- 1.1.6 All finger marks and smudges will be removed from walls, table tops, reception desks, directory boards, and interior glazing.
- 1.1.7 All horizontal surfaces such as furniture, ledges, heating apparatus, and similar surfaces will be wiped.
- 1.1.8 All waste receptacles will be emptied and cleaned, pursuant to the provisions of Schedule "G".
- 1.1.9 Furniture will be brushed or spot-wiped as appropriate.
- 1.1.10 Cigarette butts, matches etc will be swept and removed from outside walkways, steps and landings.

1.2 PERIODIC SERVICES

- 1.2.1 Non-carpeted flooring will be stripped and refinished once each year, with such service recorded by the Landlord or its representative.
- 1.2.2 All floor grilles in entrances will be lifted and the recess thoroughly cleaned weekly.

- 1.2.3 All fabric furniture will be vacuumed weekly.
- 1.2.4 Carpeted flooring will be professionally steam cleaned once each year.
- 1.2.5 All windows will be washed inside and outside twice per year.
- 1.2.6 High dusting of door frames, ledges, and similar surfaces, will be performed every two weeks.

2. WASHROOMS

2.1 NIGHTLY SERVICES

- 2.1.1 Floors will be swept, washed, and rinsed using a germicidal agent.
- 2.1.2 All basins, toilet bowls, and urinals will be washed and disinfected.
- 2.1.3 Both sides of all toilets seats will be washed and disinfected.
- 2.1.4 Paper towel and sanitary disposal receptacles will be emptied and cleaned.
- 2.1.5 All mirrors, counters, shelves, and exposed plumbing will be cleaned and polished.

2.2 PERIODIC SERVICES

- 2.2.1 Partitions and tile walls will be washed twice per year.
- 2.2.2 Floors will be machine-scrubbed monthly.
- 2.2.3 Lights and grilles will be cleaned monthly.
- 2.2.4 Partitions, tile walls, and dispensers will be damp-wiped with a germicidal agent weekly.

0. COFFEE STATIONS AND KITCHENS

3.1 NIGHTLY SERVICES

- 3.1.1 Sinks and counter tops will be cleaned with a germicidal agent and polished.
- 3.1.2 Finger marks and smudges will be removed from doors, walls, and cupboards.
- 3.1.3 The exterior of appliances will be wiped clean.

3.1.4 Table tops, and chairs, will be wiped clean.

3.1.5 All waste receptacles will be emptied and cleaned. The exterior of waste receptacles will be cleaned and liners replaced, pursuant to the provisions of Schedule "G".

3.1.6 Non-carpeted floors will be swept and damp-mopped.

3.1.7 Carpeted floors will be thoroughly vacuumed and spot-cleaned, spots being defined as a maximum of three inches in diameter.

3.2 PERIODIC SERVICES

3.2.1 Bases of tables will be wiped clean weekly.

3.2.2 Dusting of horizontal surfaces beyond six feet in height will be performed monthly.

3.2.3 Fabric furniture will be vacuumed monthly.

3.2.4 Non-carpeted floors will be spray-buffed weekly, stripped and refinished once each year.

3.2.5 Carpeted flooring will be professionally steam cleaned once each year.

4. OFFICE AREAS

4.1 NIGHTLY SERVICES

4.1.1 All non-carpeted flooring will be swept using a dust-preventative method; spillages will be removed.

4.1.2 All carpeting will be vacuumed in traffic lanes, meaning the area of movement by an employee to and from his/her desk, and litter will be picked up in any other area.

4.1.3 All waste paper receptacles will be emptied, with liners replaced as necessary and if applicable, pursuant to the provisions of Schedule "G".

4.1.4 All furniture, window ledges, and work station partitions will be dusted to the level of five feet.

4.1.5 Finger marks and smudges will be removed from walls, glazing, and file cabinets.

4.1.6 Telephones will be dusted.

4.1.7 All entrance doors will be locked during and after housekeeping service.

4.2 PERIODIC SERVICES

4.2.1 Non-carpeted floors will be spray-buffed weekly, stripped and refinished once each year.

4.2.2 Carpeted floors will be thoroughly vacuumed weekly: wall-to-wall, corners and edges, desk wells, and shall be spot-cleaned weekly, spots defined as having a maximum diameter of three inches.

4.2.3 Vertical surfaces, such as sides of desks, tables, filing cabinets, and equipment will be hand dusted weekly.

4.2.4 Wall hangings (except artwork), tops of doors, high ledges and cabinets, exit signs, wall clocks and similar items will be dusted once per month.

4.2.5 All fabric chairs will be whisked or vacuumed monthly.

4.2.6 Telephones will be wiped clean monthly with a germicidal agent.

4.2.7 All kick plates, push plates, and similar metal will be cleaned weekly.

4.2.8 All waste receptacles will be washed monthly.

4.2.9 Blinds/drapes will be dusted/vacuumed twice annually, as appropriate.

4.2.10 Window ledges will be damp-wiped weekly.

4.2.11 Wax, scuff marks, or dust will be removed from baseboards weekly.

4.2.12 Interior glazing will be washed, on both sides, twice each year.

4.2.13 Recycling receptacles will be emptied and relined as required.

4.2.14 Carpeted flooring will be professionally steam cleaned once each year.

5. RECEIVING AREAS

5.1 NIGHTLY SERVICES

5.1.1 Litter will be picked up and waste removed, pursuant to the provisions of Schedule "I".

5.1.2 Flooring will be swept and damp-mopped.

5.2 PERIODIC SERVICES

5.2.1 Flooring will be thoroughly washed weekly.

6. TRAUMA AND EXAMINATION ROOMS

6.1 NIGHTLY SERVICES

6.1.1 Floors will be swept, washed, and rinsed using a germicidal agent.

6.1.2 All basins will be washed and disinfected.

6.1.3 All examination tables and chairs will be washed and disinfected.

6.1.4 Paper towel and sanitary disposal receptacles will be emptied and cleaned.

6.1.5 All mirrors, counters, shelves, and exposed plumbing will be cleaned and polished.

6.1.6 Floors will be machine-scrubbed daily.

6.2 PERIODIC SERVICES

6.2.1 Partitions and tile walls will be washed twice per year.

6.2.2 Lights and grilles will be cleaned monthly.

6.2.3 Partitions, tile walls, and dispensers will be damp-wiped with a germicidal agent weekly

7. JANITORIAL ROOMS AND FACILITIES

These facilities (including their doors, frames, kick and push plates, handles, knobs, floors, ceiling grilles, shelving, vertical and horizontal surfaces, baseboards, light fixtures) must be maintained to reflect the same standards established in the Building for comparable areas. Janitorial contractor's materials and equipment must be stored in an orderly and neat fashion and no accumulation of dirty rags or other debris will be permitted. Janitorial contractors must comply with WHMIS Legislation and ensure all cleaning supplies are clearly identified and that MSDS information is available on the premises.

8. GROUNDS

8.1 Landscaping and maintenance of all outside or enclosed areas.

8.2 Prior to 07:30 a.m. Monday through Friday, removal of snow and ice including dirt, dust or other loose or objectionable materials from sidewalks, including municipal sidewalks if applicable, driveways and parking lots to ensure the safety of the staff, patients, public and the unhindered flow of vehicular traffic.

9. INSPECTION

The Tenant will have the right to inspect the Building to ensure that the work is being performed to the Tenant's satisfaction.

SCHEDULE (L)

174 LARCH STREET- SUITE 201
SUDBURY, ONTARIO
P3E 106
(705) 688 0440
(FAX) (705) 688 0439

Perry + PerryARCHITECTSInc

March 22, 2011

Lorraine Demore
Chief Administrative Officer/Clerk
The Corporation of the Municipality of Markstay-Warren
PO Box 79
21 Main Street South
Markstay, Ontario, POM 2G0

**RE: ARCHITECT'S CERTIFICATE
MUNICIPALITY OF MARKSTAY-WARREN MULTI-USE FACILITY**

The undersigned, an Architect licensed to practice in the Province of Ontario, hereby certifies that the Premises and Building Addition have been measured on site according to the BOMA Standard Method for Measuring Floor Area in Office Buildings summarized as follows:

Rentable Floor Area (SK1.6) 6,190.4 sq.ft.

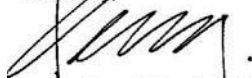
Tenant Usable Floor Areas:

Community Health Center (SK1.5)	2,556.3 sq.ft.
Dispensary (SK1.4)	217.1 sq.ft.
Dentist (SK1.3)	935.1 sq.ft.
DSSAB (SK1.2)	773.6 sq.ft.
Library (SK1.1)	1,070.6 sq.ft.

Common Usable Floor Areas:

Community Health Center/Dispensary	92.2 sq.ft.
Dentist/DSSAB	235.3 sq.ft.
DSSAB/Library	243.7 sq.ft.

Sincerely,



Chris Perry, B.Arch, AA

Attachments

CJP:cp

Page 1 of 1

SCHEDULE (M)

1. “Building” means the building erected on the Lands, from and including the lowest floor or level of the Building to and including the roof of the Building, the Common Areas and Facilities, the Parking Areas, and the areas and facilities exclusively serving the Building, which areas and facilities may include, without limitation, lobbies, foyers and vestibules, sidewalks, storage, and mechanical areas, Mechanical and Electrical Systems, janitor rooms, mail rooms, telephone, rooms for the Mechanical and Electrical Systems, stairways, truck and receiving areas, driveways, loading docks and corridors.
2. “Rentable Area of the Building” means the total of the Rentable Area of all premises within the Building, calculated in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (ANSI Z65.1- -1980)(BOMA), which, as of the Commencement Date, has been measured to be square feet. In the event that the American National Standard Method for Measuring Floor Area in Office Buildings is revised or amended at any time during the Term, the method of calculation referred to above shall continue to be used to define the Rentable Area of the Building for the remainder of the Term.
3. “Rentable Area of the Premises” has been calculated in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (ANSI Z65.1- -1980)(BOMA), as of the Commencement Date, to be square feet. In the event that the American National Standard Method for Measuring Floor Area in Office Buildings is revised or amended at any time during the Term, the method of calculation referred to above shall continue to be used to define the Rentable Area of the Premises for the remainder of the Term.
4. “Usable Area of the Building” means the total of the Usable Area of all premises within the Building, calculated in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (ANSI Z65.1- -1980)(BOMA). In the event that the American National Standard Method for Measuring Floor Area in Office Buildings is revised or amended at any time during the Term, the method of calculation referred to above shall continue to be used to define the Usable Area of the Building for the remainder of the Term.
5. “Usable Area of the Premises” shall be calculated in accordance with the American National Standard Method for Measuring Floor Area in Office Buildings (ANSI Z65.1- -1980)(BOMA). In the event that the American National Standard Method for Measuring Floor Area in Office Buildings is revised or amended at any time during the Term, the method of calculation referred to above

shall continue to be used to define the Usable Area of the Premises for the remainder of the Term.

6. "Premises" means the premises containing a Rentable Area, which, as of the Commencement Date, has been calculated to be square feet and occupying floor of the Building. If the Premises are entirely self-enclosed, their boundaries extend (a) to the inside finished surface of the permanent outer walls; and (b) from the top surface of the structural sub floor to the bottom surface of the suspended ceiling. If the Premises have no suspended ceiling abutting the demising walls and are open to the ceiling or the bottom surface of the structural ceiling of the Building, the boundaries of the Premises extend from the top surface of the structural sub floor to the height of the demising walls. The location of the Premises is outlined on the plan attached to the Lease as Schedule "B".

2024 Ontario Public Library Service Awards - travel expenses

Greetings PLSA Nominee,

Congratulations on your nomination for the Ontario Public Library Service Awards. In order to assist with your travel and hotel expenses, the Ministry of Tourism, Culture and Gaming is happy to provide financial support in the following amounts:

- Travel reimbursement for the most cost-effective mode of transportation
- Hotel of your choice reimbursed to a maximum of \$250 for those travelling more than 100 kilometers.

Please take a moment to review these important notes:

- The ministry will pay for eligible round trip travel expenses for **one representative** from each shortlisted library.
- Up to \$250 will be offered to offset the cost of a hotel for those libraries that are **more than 100 kms from Toronto**:
 - Barrie Public Library
 - Bracebridge Library
 - Brantford Public Library
 - Front of Yonge
 - Kingston Frontenac Public Library
 - Kitchener Public Library
 - Leeds and the Thousand Islands Public Library
 - Markstay-Warren Public Library
 - Orillia Public Library
 - Pembroke Public Library
 - Port Colborne Public Library
- Please ensure that you use the most economical means of travel. If you are travelling by plane, please contact the ministry with an estimate prior to booking. See below for contact information. Local public transit (the TTC) is not reimbursable, but GO Transit is covered.
- Travel expenses may include multiple steps, such as kilometrage to an airport and then a flight to Pearson.
- Reimbursements are paid upon receipt of the appropriate claim forms for eligible expenses, with all relevant original receipts or invoices included. Reimbursement forms must be received no later than February 14, 2025.
- As reimbursements are intended to enable your attendance at the Awards Gala, the ministry will not pay for travel expenses that are incurred more than one day outside of the conference dates of January 29 to February 1, 2025.
- Additional correspondence will be sent with details on the reimbursement process.
- Travel must adhere to the provincial travel, meal, and hospitality directive (attached).
- Please direct all travel expense communications to Cheryl Vaz at cheryl.vaz@ontario.ca

Thank you for your attention to this information,

Douglas Davey MLIS (*he/him/his*)

Library Services Advisor

Programs and Services Branch

Ministry of Tourism, Culture and Gaming

2024 Prix d'excellence des bibliothèques publiques de l'Ontario - frais de déplacement

Salutations aux personnes mises en candidature pour les PLSA,

Félicitations pour votre nomination aux Prix d'excellence des bibliothèques publiques de l'Ontario. Afin de vous aider à payer vos frais de déplacement et d'hébergement, le Ministère du Tourisme, de la Culture et des Jeux est heureux d'apporter un soutien financier dont les montants sont les suivants :

- Remboursement des frais de voyage pour le mode de transport le plus économique
- Hôtel de votre choix remboursé à un maximum de 250 \$ pour ceux qui parcourent plus de 100 kilomètres

Veuillez prendre le temps de lire ces notes importantes :

- Le ministère à payer les frais de voyage aller-retour admissibles pour **un représentant** de chaque bibliothèque présélectionnée.
- Un maximum de 250 \$ sera offert pour compenser le coût de l'hôtel pour les bibliothèques qui se trouvent à **plus de 100 km de Toronto** :
 - Bibliothèque publique de Barrie
 - Bibliothèque de Bracebridge
 - Bibliothèque publique de Brantford
 - Bibliothèque publique Front of Yonge
 - Bibliothèque publique de Kingston Frontenac
 - Bibliothèque publique de Kitchener
 - Bibliothèque publique Leeds and the Thousand Islands
 - Bibliothèque publique de Markstay-Warren
 - Bibliothèque publique d'Orillia
 - Bibliothèque publique de Pembroke
 - Bibliothèque publique de Port Colborne
- Veuillez-vous assurer que vous utilisez le moyen de transport le plus économique. Si vous voyagez en avion, veuillez contacter le ministère pour obtenir un devis avant de faire votre réservation. Voir ci-dessous pour les coordonnées. Le transport public local (la TTC) n'est pas remboursable, mais GO Transit est couvert.
- Les frais de voyage peuvent comprendre plusieurs étapes, comme le kilométrage vers un aéroport puis un vol vers Pearson
- Les remboursements sont effectués dès réception des formulaires de réclamation appropriés pour les dépenses admissibles, avec tous les reçus ou factures originaux pertinents inclus. Les formulaires de remboursement doivent être reçus au plus tard le 14 février 2025.
- Les remboursements étant destinés à vous permettre de participer au gala de remise des prix, le ministère ne paiera pas les frais de déplacement engagés plus d'un jour en dehors des dates de la conférence, soit du 29 au 1 février 2025.
- Une correspondance supplémentaire sera envoyée avec des détails sur le processus de remboursement

- Les déplacements doivent être conformes à la directive provinciale sur les déplacements, les repas et l'hospitalité (ci-jointe).
- Veuillez adresser toutes les communications concernant les frais de voyage à Cheryl Vaz à cheryl.vaz@ontario.ca

Merci de l'attention que vous portez à cette information,

Douglas Davey MLIS (*he/him/his*)
Library Services Advisor
Programs and Services Branch
Ministry of Tourism, Culture and Gaming

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN**

BY-LAW 2024--**

BEING A BY-LAW TO PROHIBIT AND REGULATE
NOISES IN
THE MUNICIPALITY OF MARKSTAY-WARREN and
REPEAL BY-LAW 2019-21

WHEREAS authority is granted to the councils of all municipalities under Section 129 (a)(b) of the *Municipal Act, 2001, SO. 2001, c. 25*, to prohibit and regulate noises likely to disturb the inhabitants within the Municipality of MARKSTAY-WARREN;

AND WHEREAS the Municipal Council deems it expedient to pass a by-law to prohibit and regulate noise;

NOW THEREFORE the Council of the Corporation of the Municipality of MARKSTAY-WARREN enacts as follows:

SECTION I - SHORT TITLE:

1.1 This By-Law may be cited as the "Noise Control By-Law".

SECTION II - DEFINITIONS AND INTERPRETATION

2.1 In this By-Law,

"**Audio Device**" means a radio, stereo, CD player, MP3 player, television, public address system or other similar electronic device capable of emitting sounds, but does not include a two-way radio, weather radio or a device that can only be heard by using earphones/headphones;

"**Authorized Emergency Vehicle**" means any ambulance or hearse, any vehicle of the fire department, any vehicle of the provincial or federal police, any vehicle (including a snow plough) operated by or for the Municipality or a public utility company while actively engaged in the construction, maintenance or repair of any highway, or any equipment or facilities thereon, or a snow plough or other maintenance vehicle operated by or for the Corporation of the Municipality of MARKSTAY-WARREN;

"**Clearly Audible**" means that sound from the source in question is easily perceptible without undue effort, to a disinterested person with no hearing disability;

"**Construction**" means erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading,

excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith;

"**Construction Equipment**" means any equipment or device designed and intended for use in construction, or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derrick loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders or other material handling equipment;

"**Council**" means Council of the Municipality of MARKSTAY-WARREN

"Emergency" means a sudden and unexpected occurrence demanding immediate action to prevent possible injury, loss of life or substantial property damage;

"Excessive" in reference to barking, howling, whining, squawking, or other sound-making by an animal or bird. Has the same meaning as persistent;

"Manufacturing Industry" means the manufacturing goods from raw materials;

"Motor vehicle racing" means the operation of a motor vehicle over a set course, whether in competition with other vehicles, for racing, training, lapping, testing or instructional purposes, for recreational purposes, or for any other purpose and includes any warm up or testing done on the premise in preparation for such operation of a Motor Vehicle;

"Motorized Vehicle" means an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power or wind; but does not include the cars of electric or steam railways, or other Motor Vehicle running only upon rails, or a motorized snow vehicle, traction engine farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of the Highway Traffic Act as amended ;

"Municipality" means the land within the geographic limit of the Corporation of The Municipality of MARKSTAY-WARREN;

~~"Municipal Law Enforcement Officer (MLEO)" means the officer in charge of the by-law enforcement of the Municipality or his or her authorized subordinates or assistants;~~
~~means an officer appointed by the Council of the Municipality to enforce the Municipality's by-laws;~~

"Noise" means unwanted sound. For the purpose of this by-law, sound in excess of the limits or specifically prohibited herein is defined to be noise;

~~"Officer" means the Municipal Law Enforcement Officer appointed by the Council of the Municipality of MARKSTAY-WARREN to enforce the Municipality's By-Laws;~~

"Persistent" in reference to barking, howling, whining, squawking or other sound-making by an animal or bird means continuously or intermittently for an aggregate period of at least 10 minutes out of any 60-minute period;

"Person" includes any individual, corporation, partnership, company, association or party and the heirs, executors, administrators, or other legal representative of such person, to whom the context can apply according to law, shall include any group of persons comprising a society or other organization

and shall include the plural wherein the context requires;

"Place of worship" means a building dedicated to religious worship and includes a church, synagogue, temple, mosque, monastery or convent;

"Point of Reception" means any point on the premises of a person where sound or vibration originating from other than those premises is received;

"Property" means a building or structure or part of a building or structure and includes the lands appurtenant thereto and all mobile homes, mobile buildings or mobile structures and vacant land;

"Quiet Zone" means an area in the municipality where quiet is of particular importance and as more particularly designated in **Schedule "B"**;

"Residential Area" means any property within the municipality which is zoned for residential uses by an applicable zoning by-law or which is used in whole or in part for human habitation, in accordance with the zoning of the property or where human habitation is a legal non-conforming use.

SECTION III - PROHIBITIONS

~~3.1 — No person shall cause or permit the creation of any noise or unusual sound that disturbs or are likely to disturb any inhabitant of the Municipality as outlined in Schedule "A" attached. No person or owner shall emit, cause to emit or permit the emission of noise resulting from an act specified in Schedule "A" to this By-Law and which sound is clearly audible at a point of reception.~~

~~3.2 —~~

~~No person or owner shall within a prohibited time shown in Schedule "B", emit, cause to emit or permit the emission of noise resulting from an act specified in Schedule "A" to this By-Law and which sound is clearly audible at a point of reception.~~

SECTION IV - EXEMPTIONS

4.1 None of the provisions for this By-Law shall apply to:

- (a) The use in a reasonable manner, any apparatus or mechanism for the amplification of the human voice or music, in a public park or any other commodious space in connection with any public election meeting, public celebration or other reasonable gathering, provided written permission from the Municipality has first been obtained.
- (b) Necessary municipal or public utility operations carried out in the interest of public necessity and convenience, including but not limited to snow clearing and snow removal, street cleaning, and garbage collection, undertaken by or on behalf of the Municipality.
- (c) Any authorized emergency vehicle or service animal of the Police or Fire Department, the Municipality or its agents, any ambulance or any public service or emergency vehicle while answering a call.
- (d) The use in a reasonable manner of vehicles and equipment when utilized for the clearing and removal of snow from private property.
- (e) Noise resulting from the measures undertaken in an emergency.

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Commented [AT1]: See FR schedule A - it put together A and B to be able to read it more easily. If we make that change, make sure all schedules are referring to the correct schedule.

Commented [AT2R1]: I have changed A and B to one schedule A and 3.1 reflects the proper language

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- (f) Any military or other band or any parade operating under written permission obtained from the Municipality.
- (g) The ringing of church bells, school bells or the sounding of a public-address system on school property in connection with normal operation of educational institutions during regular business hours and/ or during school or church authorized activities.
- (h) Signalling devices utilized as traffic and pedestrian control devices at intersections and crosswalks
- ~~(h)~~ Any sound arising from the operation of any railway operated under the *Railway Act of Canada* as amended.

gG)-All licenced commercial forestry operations including saw mills.

- (k) Activities of a Normal Farm Practice carried out as part of an Agricultural Operation, as defined in the *Farming and Food Production Protection Act 1998, SO 1998* as amended or any successor legislation and located on a property zoned for agricultural purposes in accordance with the *Municipal Zoning Bylaw* as amended.
- (l) Any noise necessary to the operation of equipment on designated industrial sites in accordance with the *Municipalities' Zoning By-law* as amended between the hours listed in Schedule "AB"
- (m) Noises resulting from reasonable construction and maintenance operations between the hours listed in Schedule "BA"
- (n) Generators producing electricity during power outages ONLY at permanent residences or businesses.

SECTION V - ~~WRITTEN PERMISSION~~ APPLICATION TO COUNCIL FOR EXEMPTION

5.1 Notwithstanding any other provisions of this By-law, any person may make application to Council to be granted an exemption from any of the provisions of this By-law with respect to any source of noise or vibration for which he might be prosecuted and Council, by resolution, may refuse to grant any exemption, agree to grant lesser exemption and any exemption granted shall specify the time period, not in excess of six months, during which it is effective and may contain such terms and conditions as Council sees fits.

5.2 The application shall contain:

- (a) The name and address of the applicant;
- (b) A description of the noise in respect of which the exemption is being sought;
- (c) The period of time and date(s) for which the exemption is being sought.
- (d) Payment of any applicable fees set out in the Municipality's Service Charges and Fees By-law.

5.3 The application must be submitted to By-law services no later than sixty (60) days before the event.

5.35.4 By-law services will review and comment on the application and present it to Council with recommendations.

5.45.5 In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.

Commented [AT3]: Is that what it is called in MW?

Commented [AT4R3]: Service Charges and Fees By-law (confirmed by Andrea)

Commented [AT5R3]: Check that bylaw to see if there are any charges. If not no big deal, they can be added later

~~5.55.6~~ Breach by the applicant of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

SECTION VI - ADMINISTRATION & ENFORCEMENT

- 6.1 This By-law shall be administered and enforced by the Municipal Law Enforcement Officer of the Municipality or such other person or persons as Council may, by By-law, appoint. Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police or any police force with sufficient jurisdiction to enforce this By-law at anytime.
- 6.2 Any Municipal Law Enforcement Officer may enter on any property at any reasonable time for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law have been complied with.

- (g) -All licensed commercial forestry operations including saw mills.
- (k) Activities of a Normal Farm Practice carried out as part of an Agricultural Operation, as defined in the *Farming and Food Production Protection Act 1998, SO 1998* as amended or any successor legislation and located on a property zoned for agricultural purposes in accordance with the *Municipal Zoning Bylaw* as amended.
- (l) Any noise necessary to the operation of equipment on designated industrial sites in accordance with the Municipal Zoning By-law as amended between the hours listed in Schedule "A"
- (m) Noises resulting from reasonable construction and maintenance operations between the hours listed in Schedule "A"
- (n) Generators producing electricity during power outages ONLY at permanent residences or businesses.

SECTION V - APPLICATION TO COUNCIL FOR EXEMPTION

- 1 Notwithstanding any other provisions of this By-law, any person may make application to Council to be granted an exemption from any of the provisions of this By-law with respect to any source of noise or vibration for which he might be prosecuted and Council, by resolution, may refuse to grant any exemption, agree to grant lesser exemption and any exemption granted shall specify the time period, not in excess of six months, during which it is effective and may contain such terms and conditions as Council sees fits.
- 2 The application shall contain:
 -) The name and address of the applicant;
 -) A description of the noise in respect of which the exemption is being sought;
 -) The period of time and date(s) for which the exemption is being sought.
- 3 Payment of any applicable fees set out in the Municipality's Service Charges and Fees By-law.
- 3 The application must be submitted to By-law services no later than sixty (60) days before the event.
- 3 4 By-law services will review and comment on the application and present it to Council with recommendations.
- 4 5.5 In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.
- 5 5.6 Breach by the applicant of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

SECTION VI - ADMINISTRATION & ENFORCEMENT

- 1 This By-law shall be administered and enforced by the Municipal Law Enforcement Officer of the Municipality or such other person or persons as Council may, by By-law, appoint. Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police or any police force with sufficient jurisdiction to enforce this By-law at anytime.
- 2 Any Municipal Law Enforcement Officer may enter on any property at any reasonable time for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law have been complied with.

SECTION VII - OFFENCES

1 Every person who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P. 33.

2 Upon registering a conviction for a contravention of any provision of this By-Law, the Provincial Offences Court may, in addition to any other remedy and to any penalty imposed by this By-Law, make an order prohibiting the continuation or repetition of the offence by the person convicted.

3 No person shall hinder or otherwise obstruct, nor attempt to hinder or obstruct, either directly or indirectly, an Officer, an employee and/or agent of the Municipality in the lawful exercise of a power or duty under this By-Law.

4 The Administrative Monetary Penalty System By-law applies to each administrative penalty issued pursuant to this By-law.

7.5 Each person who contravenes any provision of this By-Law shall, upon issuance of a Penalty Notice in accordance with the Administrative Monetary Penalty System By-law, be liable to pay to the Municipality an administrative monetary penalty

SECTION VIII - SEVERABILITY

1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-Law to be invalid or of no force and effect, the provision or part is deemed severable from this By-Law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.

SECTION IX- SCHEDULES

9.1 Schedules "A", "B", "C", "D", "E", shall be deemed to form part of this By-Law.

SECTION X- AUTHORITY

10.1 By-Law 2019-21 is hereby repealed and all other by-laws inconsistent with this by-law are hereby repealed.

10.2 This By-Law shall come into force and take effect on the day it is passed.

READ A FIRST, SECOND AND
THIRD TIME THIS 18th DAY of
NOVEMBER, 2024.

MAYOR

CLERK

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-
LAW -2024-36

SCHEDULE "A" - PROHIBITED ACTS

Item	Prohibited Act	Quiet Zones		Residential (WR, R1, R2, R3)		All Other Zones	
		Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays
1.	The operation of any auditory signaling device including but not limited to ringing of bells, gongs, sirens, horns, whistles, motor vehicle horn or other warning device and the production or reproduction of any similar sound by electronic means except where authorized or required by law.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
2.	Excessive noises made by a human. This shall include noise arising from the banging of drums or another unamplified musical instrument.	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
3.	Racing of a motor vehicle other than in a municipally approved racing event.	At any time	At any time	At any time	At any time	At any time	At any time
4.	Operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not be limited to the operation of a motor vehicle, off-road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.	At any time	At any time	At any time	At any time	At any time	At any time
5.	Operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate maintenance.	At any time	At any time	At any time	At any time	At any time	At any time
6.	Operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling), unless: the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; or operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to,	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day

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	<u>operation of ready-mixed concrete trucks, lift platforms and refuse compactors; or weather conditions, justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary for purposes of delivery or loading; or prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; or the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit.</u>						
7.	<u>Operation of any electronic device or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction or amplification of sound in a stationary installation or in a motor vehicle.</u>	<u>At any time</u>	<u>At any time</u>	<u>Between 11:00 pm to 7:00 am the next day</u>	<u>Between 11:00 pm to 9:00 am the next day</u>	<u>Between 11:00 pm to 7:00 am the next day</u>	<u>Between 11:00 pm to 9:00 am the next day</u>
8.	<u>Operation of a generator persistently unless: recharging an off-grid, solar system or equivalent; they are producing electricity for a residence or business during a power outage.</u>	<u>Between 7:00 pm to 7:00 am the next day</u>	<u>Between 7:00 pm to 9:00 am the next day</u>	<u>Between 7:00 pm to 7:00 am the next day</u>	<u>Between 7:00 pm to 9:00 am the next day</u>	<u>Between 11:00 pm to 7:00 am the next day</u>	<u>Between 11:00 pm to 9:00 am the next day</u>
9.	<u>Excessive barking, calling, whining, squawking or other similar noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>
10.	<u>Noises or sounds created by the repairing, wrecking, dismantling or modifying of any vehicle, motor, machine or any part or parts.</u>	<u>At any time</u>	<u>At any time</u>	<u>Between 9:00 pm to 7:00 am the next day</u>	<u>Between 9:00 pm to 9:00 am the next day</u>	<u>Between 9:00 pm to 7:00 am the next day</u>	<u>Between 9:00 pm to 9:00 am the next day</u>
11.	<u>Noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, unless permission has been granted by Council.</u>	<u>At any time</u>	<u>At any time</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>
12.	<u>Operation of an engine which, is, or is used in, or is intended for use in, a toy, model, drone or replica of any device which model or replica has no function other than amusement, and which is not a conveyance.</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>Between 9:00 pm to 7:00 am the next day</u>	<u>Between 9:00 pm to 9:00 am the next day</u>
13.	<u>Operation of any equipment in connection with construction</u>	<u>Between 7:00 pm to 7:00 am the next day</u>	<u>Between 7:00 pm to 9:00 am the next day</u>	<u>Between 7:00 pm to 7:00 am the next day</u>	<u>Between 7:00 pm to 9:00 am the next day</u>	<u>Between 9:00 pm to 7:00 am the next day</u>	<u>Between 9:00 pm to 9:00 am the next day</u>
14.	<u>Operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or pressure washer</u>	<u>Between 9:00 pm to 7:00</u>	<u>Between 9:00 pm to 9:00 am</u>	<u>Between 9:00 pm to</u>	<u>Between 9:00 pm to 9:00 am</u>	<u>Between 11:00 pm to 7:00 am</u>	<u>Between 11:00 pm to</u>

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	<u>for domestic purposes other than snow removal.</u>	<u>am the next day</u>	<u>the next day</u>	<u>7:00 am the next day</u>	<u>the next day</u>	<u>the next day</u>	<u>9:00 am the next day</u>
15.	<u>Noise associated with loading, unloading, delivery, packing, unpacking or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving of private household effects.</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 7 pm to 7 am the next day</u>	<u>Between 11:00 pm to 7:00 am the next day</u>	<u>Between 11:00 pm to 9:00 am the next day</u>
16.	<u>Discharge of a firearm.</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>Between 9:00 pm to 7:00 am the next day*</u>	<u>Between 9:00 pm to 9:00 am the next day*</u>
17.	<u>Detonation of fireworks.</u>	<u>Please refer to the Municipality's By-law Regulating the setting off of Fireworks as amended.</u>					
18.	<u>Unusual noise or noises likely to disturb the inhabitants of the Municipality.</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>	<u>At any time</u>

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* Provincial/Federal legislation supersedes the provisions outlined in this By-Law relating to prohibited times for the discharge of firearms.

- ~~1. The operation of any auditory signalling device including but not limited to ringing of bells, gongs, sirens, horns, whistles, motor vehicle horn or other warning device and the production or reproduction of any similar sound by electronic means except where authorized or required by law.~~
- ~~2. Yelling, shouting, hooting or other similar noise made by a human.~~
- ~~3. Motor vehicle racing other than in a municipally approved racing event.~~
- ~~4. The operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not be limited to the operation of a motor vehicle, off-road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.~~
- ~~5. The operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate maintenance.~~
- ~~6. The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling), unless:~~
 - ~~a. the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; or~~
 - ~~b. operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to, operation of ready-mixed concrete trucks, lift platforms and refuse compactors; or~~
 - ~~c. weather conditions, justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary for purposes of delivery or loading; or~~

- ~~d. prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; or~~
- ~~e. the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit.~~
- ~~7. The operation of any electronic device or group of connected electronic devices incorporation one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction or amplification of sound in a stationary installation or in a motor vehicle.~~
- ~~8. The excessive use of generators unless;~~

- ~~a. recharging an off-grid, solar system or equivalent. This noise is subject to the time prohibitions outlined in Schedule "B".~~
 - ~~b. they are producing electricity for a residence or business during a power outage~~
 - ~~9. The persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.~~
 - ~~10. The noise or sound created by the repairing, wrecking, dismantling or modifying of any vehicle, motor, machine or any part or parts.~~
 - ~~11. Noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, or unless permission has been granted by Council.~~
 - ~~12. The operation of an engine which,
 - ~~i. is, or~~
 - ~~ii. is used in, or~~
 - ~~iii. is intended for use in
 - ~~a. a toy, model, drone or replica of any device which model or replica has no function other than amusement and which is not a conveyance.~~~~~~
- ~~13. The operation of any equipment in connection with construction.~~
- ~~14. The operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or pressure washer for domestic purposes other than snow removal.~~
- ~~15. Loading, unloading, delivering, packing, unpacking or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving or private household effects.~~
- ~~16. Discharge of a firearm.~~
- ~~17. The detonation of fireworks other than those times described in detail in Schedule "B".~~

MUNICIPALITY OF MARK STAY WARREN NOISE CONTROL BY
LAW 2019-21

SCHEDULE "B" TIME PROHIBITIONS

Item	Prohibited Act	Quiet Zone	Residential Area (WR, R1, R2, R3)		All other zones
1.	The operation of any auditory signalling device including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.	At Any Time	At Any Time		B
2.	Yelling, shouting, hooting, whistling or singing. Also including noise arising from the banging of drums or another unamplified musical instrument.	At Any Time	B		A
3.	Motor vehicle racing other than in a municipally approved racing event.	At Any Time	At Any Time		At Any Time
4.	The operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not be limited to the operation of a motor vehicle, off road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.	At Any Time	At Any Time		At Any Time
5.	The operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate maintenance	At Any Time	At Any Time		At Any Time
6.	The operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling). (See exceptions Schedule A (6))	At Any Time	At Any Time		B
7.	The operation of any electronic device or group of connected electronic devices incorporation one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction or amplification of sound in a stationary installation or in a motor vehicle.	At Any Time	A		A

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8.	The excessive use of generators. (See exceptions Schedule A (8))	E	E	A
9.	Persistent barking, calling, whining, squawking or other similar persistent noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.	At Any Time	At Any Time	At Any Time

10.	The noise or sound created by the repairing, wrecking, dismantling or modifying of any vehicle, motor, machine or any part or parts	At Any Time	B	B
11.	Noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, or unless permission has been granted by Council.	At Any Time	D	D
12.	The operation of an engine which, is, or is used in, or is intended for use in a toy, model, drone or replica of any device which model or replica has no function other than amusement and which is not a conveyance.	At Any Time	At Any time	B
13.	The operation of any equipment in connection with construction.	At Any Time	C	B
14.	The operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or pressure washer for domestic purposes other than snow removal.	C	C	A
15.	Loading, unloading, delivering, packing, unpacking or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving or private household effects.	D	D	A
16.	Discharge of a firearm	At Any Time	At Any Time	B*
17.	The detonation of fireworks other than those times described in detail in Schedule "B".	E	E	E

~~11:00 pm to 7:00 am of the following day except Saturday, Sunday and Statutory holidays 9:00 am.~~

- ~~A. 11:00 pm to 7:00 am of the following day except Saturday, Sunday and Statutory holidays 9:00 am.~~
- ~~B. 9:00 pm to 7:00 am of the following day except Saturday, Sunday and Statutory holidays 9:00 am.~~
- ~~C. 7:00 pm to 7:00 am of the following day except Saturday, Sunday and Statutory holidays 9:00 am.~~
- ~~D. 7:00 pm of any day to 7:00 am of the following day.~~
- ~~E. See By-law 2013-40 – Fireworks By-law~~

~~Provincial/Federal legislation supersedes the provisions outlined in this By-Law relating to prohibited times for the discharge of firearms.~~

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-
LAW 2024-36

SCHEDULE "C" B - QUIET ZONES

SCHOOLS

Ecole St Thomas 14 Warren Avenue Warren
Ecole publique Camille Perron 13 Church Street Markstay
Markstay Public School 7 Pioneer Street East Markstay
St Mark Catholic School 13 Church Street Markstay

PLACE OF WORSHIP

Paroisse St Thomas Parish 17 Rutland Avenue Warren
Paroisse St Mark Parish 17 Church Street Markstay
Markstay Pentecostal Church 12 Millichamp Street Markstay
Markstay Union Church 20 Main Street South Markstay

PUBLIC PARKS/BALLFIELDS/PLAYGROUNDS

Markstay Memorial Site Pioneer Street West Markstay
Warren Cenotaph 39 Lafontaine Street Warren
Markstay Baseball Field 8 Church Street Markstay
Warren Baseball Field 39 Lafontaine Street Warren
Rain bow' s Edge Playground 8 Church Street Markstay
Fairview Playground 17 Warren Avenue Warren
Hagar Park St Jean Street Hagar

CEMETERIES

St Thomas Cemetery 70 Warren Avenue Warren
Warren Public Cemetery 61 Warren Avenue Warren
Warren Protestant Cemetery 71 Warren Avenue Warren
St Mark Cemetery Pioneer East Markstay
Pinehill Cemetery Legion Street Markstay
Royal Cemetery Boundary Road Loughrin Township

SCHEDULE "CD" - SPECIAL EVENTS

NIL

SCHEDULE "DE" - SET FINES

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 SET FINE
1.	Cause/allow noise from the operation of an auditory signaling device.	Section 3.1 Sch A (1)	\$125.00
2.	Cause/allow excessive noise made by a human	Section 3.1 Sch A (2)	\$125.00
3.	Cause/allow prohibited racing.	Section 3.1 Sch A (3)	\$200.00
4.	Cause/allow the operation of an engine without muffling device.	Section 3.1 Sch A (4)	\$125.00
5.	Cause/allow noise from a motorized vehicle or part.	Section 3.1 Sch A (5)	\$125.00
6.	Cause/allow excessive noise from idling	Section 3.1 Sch A (6)	\$125.00
7.	Cause/allow the use of an electronic audio device during prohibited hours.	Section 3.1 Sch A (7)	\$125.00
8.	Cause/allow noise from use of generators excessively	Section 3.1 Sch A (8)	\$125.00
9.	Allowing persistent noise from a domestic animal	Section 3.1 Sch A (9)	\$125.00
10.	Cause/allow excessive noise while repairing machinery	Section 3.1 Sch A (10)	\$125.00
11.	Cause/allow excessive noise from any manufacturing industry	Section 3.1 Sch A (11)	\$300.00
12.	Cause/allow excessive noise from a model, toy or drone	Section 3.1 Sch A (12)	\$85.00
13.	Cause/allow noise from a construction operation	Section 3.1 Sch A (13)	\$300.00
14.	Cause/allow noise operating a domestic tool or device	Section 3.1 Sch A (14)	\$85.00
15.	Cause/allow noise from Loading or delivering items outside of allowed hours	Section 3.1 Sch A (15)	\$85.00
16.	Cause/allow the discharge of fireworks when prohibited.	Section 3.1 Sch A (17)	\$300.00
17.	Cause/allow unusual noise.	Section 3.1 Sch A (18)	\$300.00

NOTE: Penalty provisions for the offences indicated above is Section 7 of the By-law 2024-36 a certified copy of which has been filed.

SCHEDULE "F" of BY-NOISE CONTROL POLICY

~~All property owners are required to limit noise according to standards set in the "Noise By-law".~~

~~The By-law Enforcement Officer will act not only on written complaints but will use a common-sense approach to the application of the "Noise By-law".~~

~~When a complaint is received, an Officer will investigate to determine if a violation exists. This by-law will not be used to resolve issues between neighbours. If a violation is found, the officer can issue an Order advising the owner of the violation and requiring that it be remedied.~~

~~In view of the fact that the Municipality of MARKSTAY-WARREN has many diverse neighbourhoods such as village areas, waterfront residential, waterfront commercial, farmland and rural residential, enforcement will have to be done with some discretion taking into consideration the complainant, the geographic location of the property in question, the size of the property in question, the type of property in question (farmland vs urban lot) and the effect of the infraction on adjacent properties and the general well-being of the residents of the area, and the Municipality. As the complaints and investigations become more numerous, past practice data as well as the consistent application of the policy will become more evident and will act as a guide in the application of the by-law.~~

~~If you are a tenant that has concerns regarding ill-maintenance of your home or apartment building, first advise the landlord of your concerns in writing. This gives the landlord an opportunity to address the issue. If these concerns are not adequately addressed, register a complaint with the By-law Enforcement office.~~

~~This information is for convenience and quick reference only. For specific information, contact the By-law Enforcement Officer.~~

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN**

BY-LAW 2024- 31

**Being a by-law to establish Water & Sewer Rates for the Communities of
Markstay & Warren**

WHEREAS Sections 391(1); 326; of the Municipal Act, 2001, S.O.2001, C.25, as amended, provides that the Council of a local municipality shall pass a by-law to set fees and charges to operate and maintain a water/sewer works within a designated serviced area;

AND WHEREAS under the said Municipal Act, as amended, provides that the Council of a local municipality must separately account for all water and sewer works financial activity by establishing a separate budget for the water and sewer work;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS
FOLLOWS:**

**a) Increase in rates per billing for the second installment
of the water and sewer bills shall be as follows:**

Markstay Water = same rate as for 2022

Warren Water = same rate as for 2023

Warren Sewer = same rate as for 2023

4. Late Payments

A late payment charge of 1.25% per month shall apply to all bills not paid on or before the established due date and shall be added on the first of the month thereafter until all arrears are paid.

Any balance remaining unpaid shall be transferred to the tax roll for that property and shall be collected in the same manner as municipal taxes.

WHEREAS the administration and financing of Water Works are to be fully dedicated to specific users, therefore any year-end adjustments (surplus/deficit) shall be recorded against the Respective Water/Sewer Works Reserve.

THAT the alkaline issue for the Warren drinking water be addressed in 2025.

THAT any by-laws inconsistent with this by-law are hereby repealed.

THAT this by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST, SECOND AND
THIRD TIME AND FINALLY
PASSED THIS 18TH DAY OF
NOVEMBER 2024.**

Mayor

Clerk

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN**

BY-LAW 2024-32

**Being a by-law to enter into a lease agreement with the
Markstay Golden Age & Senior Citizens Club**

WHEREAS Council wishes to enter into an agreement for the leasing of the building located at 6 Church Street, Markstay, Ontario;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to execute on behalf of the Municipality the lease agreement between the Municipality of Markstay-Warren and the Markstay Golden Age & Senior Citizens Club
2. That the said agreement attached hereto as Schedule A shall form part of this By-law.
3. That all other by-laws or leases inconsistent with this by-law and lease are hereby repealed.
4. That this by-law shall come into force and take effect upon signing.

READ A FIRST, SECOND AND THIRD

TIME AND FINALLY PASSED THIS

18TH DAY OF NOVEMBER 2024

MAYOR

CLERK

**THE CORPORATION OF THE MUNICIPALITY OF
MARKSTAY-WARREN**

BY-LAW 2024-33

**BEING A BY-LAW TO ENTER INTO A LEASE AGREEMENT WITH
CENTRE DE SANTÉ UNIVI HEALTH CENTRE
39 LAFONTAINE, WARREN**

WHEREAS the CAO was authorized to negotiate on behalf of Council a lease agreement with the Centre de santé Univi Health Centre for additional space in the Multi-use Facility;

WHEREAS said lease will take effect on December 1st, 2024 for a period of ten (10) years;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN HEREBY ENACTS AS FOLLOWS:

1. That Council hereby endorses the Lease agreement between the Municipality and the Centre de santé Univi Health Centre as specified in Schedule "A" attached hereto and forming part of this by-law.
2. That all other by-laws or leases inconsistent with this by-law and lease are hereby repealed.
3. That this by-law shall come into force and take effect on the date of its passing.

READ A FIRST, SECOND AND THIRD

TIME AND FINALLY PASSED

THIS 18th, DAY OF NOVEMBER 2024

MAYOR

CLERK

**THE CORPORATION OF THE MUNICIPALITY
OF MARKSTAY-WARREN**

BY-LAW 2024-34

Being a by-law to appoint an Acting Fire Chief

WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 as amended permits Council to enact a By-law to establish and regulate a Fire Department,

WHEREAS Council passed By-law 1999-32 being a by-law to establish and regulate a fire department in which it establishes procedures to appoint required personnel;

WHEREAS Council deems it expedient to appoint the Deputy-Fire Chief to fulfill the position of Acting Fire Chief;

NOW THEREFORE, the Council of the Corporation of the Municipality of Markstay- Warren hereby enacts as follows:

1. THAT **Vince Whynott** be appointed as Acting Fire Chief for the Municipality of Markstay-Warren Fire Department and shall perform duties as outlined in the job description attached hereto and forming part of this by-law.
2. That any and all other by-laws inconsistent with this by-law are hereby repealed.
3. That this by-law shall come into force and take effect immediately upon the final passing thereof.

**READ A FIRST, SECOND AND
THIRD TIME AND PASSED THIS
18th DAY OF NOVEMBER 2024**

MAYOR

CLERK

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

BY-LAW 2024-35

BEING A BY-LAW TO AMEND BY-LAW 2024-16, A BY-LAW TO IMPLEMENT AN ADMINISTRATIVE MONETARY PENALTY SYSTEM IN THE MUNICIPALITY OF MARKSTAY-WARREN

WHEREAS the Council for the Municipality adopted a by-law to provide for a system of administrative penalties and administrative fees for the designated Municipal By-laws, or portions of the designated Municipal By-laws;

THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Municipality of Markstay-Warren hereby enacts as follows:

- 1) That the following Schedule that forms part of the By-law 2024-16 be amended:
 - Schedule “A” - Designated By-laws, Short Form Wording and Administrative Penalties
- 2) That the following Schedules be removed from the By-law 2024-16
 - Appendix 3 Animal Control By-law 2013-58 and replaced with Appendix 3 - Responsible Animal Ownership By-law 2024-28
- 3) That the following Schedules shall be included in Schedule “A” and will form part of By-law 2024-28:
 - Appendix 5 - Setting of Fireworks By-law 2013-40
- 3) That this By-law comes into force and takes effect upon the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 18 DAY OF NOVEMBER, 2024.

MAYOR

CLERK

**MUNICIPALITY OF MARKSTAY-WARREN
ADMINISTRATIVE MONETARY PENALTY SYSTEM BY-LAW 2024-16**

**SCHEDULE “A”
DESIGNATED BY-LAWS, SHORT FORM WORDING
AND ADMINISTRATIVE PENALTIES**

1. For the purposes of Section 2 of this By-law, Column 1 in the following tables lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following tables sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following tables sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 1.

LIST OF DESIGNATED BY-LAWS		
APPENDIX	BY-LAW	DATE ADDED
1	Clean Yard By-law 2018-49	May 21, 2024
2	Property Standards By-law 2018-36	May 21, 2024
3	Responsible Animal Ownership 2024-28	November 18, 2024
4	Noise By-law 2019-21	July 15, 2024
5	Fireworks By-law 2013-40	November 18, 2024

**MUNICIPALITY OF MARKSTAY-WARREN
ADMINISTRATIVE MONETARY PENALTY SYSTEM BY-LAW 2024-16**

**SCHEDULE "A"
Appendix 5**

Designated By-law Fireworks

BY-LAW 2013-40 BEING A BY-LAW TO REGULATE THE SETTING OF FIREWORKS			
Item	Column 1 - Designated By-law Section	Column 2 - Short Form Wording	Column 3 - Administrative Penalty
1	2.1	Set off fireworks during fire ban or Extreme Fire Conditions	\$355.00
2	3.1	Discharge, fire, set off, or cause to be set off any firecrackers	\$155.00
3	4.1	Set off consumer fireworks without a permit	\$155.00
4	4.2	Set off consumer fireworks by person under the age of 18	\$155.00
5	4.4	Set off of consumer fireworks in a manner that creates a danger to nuisance to persons or property	\$155.00
6	4.5	Set off of consumer fireworks during prohibited times	\$155.00
7	4.8	Set off consumer fireworks on public property without permission	\$155.00
8	5.1	Set off display fireworks without permission	\$155.00

**MUNICIPALITY OF MARKSTAY-WARREN
ADMINISTRATIVE MONETARY PENALTY SYSTEM BY-LAW 2024-16**

**SCHEDULE “A”
Appendix 3**

Designated By-law Responsible Animal Ownership

BY-LAW 2024-28 BEING A BYLAW TO REGULATE, LICENCE AND CONTROL ALL ANIMALS IN THE MUNICIPALITY OF MARKSTAY-WARREN			
Item	Column 1 - Designated By-law Section	Column 2 - Short Form Wording	Column 3 - Administrative Penalty
1	3.1	Fail to licence a dog	\$100.00
2	3.2	Fail to renew a licence	\$100.00
3	3.6	Fail to keep a tag fixed to a dog while off premises	\$50.00
4	3.16	Keep more than 3 dogs	\$100.00
5	3.17	Keep more than 5 cats	\$75.00
6	4.1(a)	Fail to provide a clean and sanitary environment for an animal	\$200.00
7	4.1(b)	Fail to provide appropriate care, food, water, shelter or physical activity to an animal	\$200.00
8	4.1(c)	Fail to provide necessary veterinary care to an animal	\$200.00
9	4.4 (a)	Fail to provide sufficient and appropriate shelter for a dog kept outside	\$200.00
10	4.4 (b)	Fail to provide an adequate exercise area for a dog kept outside	\$200.00
11	4.4 (c)	Fail to provide an adequate leash with no obstructions for a dog kept outside	\$200.00
12	4.5	Improperly hitch tie or fasten an animal	\$200.00
13	4.6	Fail to provide an animal with proper ventilation	\$200.00
14	4.7	Improperly transport an animal	\$200.00
15	4.9	Improperly muzzle a dog	\$200.00
16	4.10	Neglect, abuse torment or punish an animal	\$300.00
17	4.11	Cause or allow the abandonment of an animal	\$300.00
18	4.12	Cause or allow a dog in heat to be unattended	\$150.00
19	5.1	Operate a kennel without a licence	\$400.00
20	5.9 (m)	Fail to maintain a kennel in clean and sanitary condition	\$300.00
21	5.9 (n)	Fail to remove waste from a kennel in a timely fashion	\$300.00
22	5.9 (u)	Fail to maintain records	\$400.00
23	6.1	Permit livestock to run at large	\$150.00
24	6.2	Permit a dog to run at large	\$100.00
25	7.4	Unlawfully unlock, unlatch, or open a vehicle or cage containing seized animal	\$300.00
26	8.1	Fail to remove feces left by animal	\$100.00
27	8.2	Fail to possess necessary equipment to remove feces	\$75.00

28	8.3	Fail to remove feces from own property in a timely manner	\$100.00
29	8.5	Fail to remove feces left by a horse	\$100.00
30	9.1	Keep or permit to be kept a prohibited animal	\$350.00
31	9.2	Keep livestock in an area not zoned for agricultural use	\$300.00
32	9.5	Fail to keep an insect, arachnid or squamate in an escape proof enclosure	\$100.00
33	9.6	Fail to keep a lagomorph, marsupial or rodent in a suitable enclosure	\$100.00
34	10.1	Permit a dog to attack or bite	\$300.00
35	10.2	Permit a dog to menace or harass	\$150.00
36	10.5 (a)	Fail to muzzle a vicious dog	\$200.00
37	10.5 (b)	Fail to keep a vicious dog under control	\$350.00
38	10.6	Fail to keep a vicious dog securely in a vehicle	\$350.00
39	10.8	Fail to contain a vicious dog within an enclosed area	\$200.00
40	10.9	Fail to notify the municipality of a change of ownership or residence of a vicious dog	\$150.00
41	10.10	Fail to notify the municipality of the death of a vicious dog	\$75.00
42	10.13	Fail to notify a kennel owner that a dog is designated as vicious	\$150.00
43	10.15	Operate a kennel containing a vicious dog	\$150.00
44	12.3	Hinder or obstruct an officer	\$500.00

THE CORPORATION OF THE MUNICIPALITY OF MARKSTAY-WARREN

BY-LAW 2024-36

BEING A BY-LAW TO PROHIBIT AND REGULATE NOISES IN THE MUNICIPALITY OF MARKSTAY-WARREN and REPEAL BY-LAW 2019-21

WHEREAS authority is granted to the councils of all municipalities under Section 129 (a)(b) of the *Municipal Act, 2001, SO. 2001, c. 25*, to prohibit and regulate noises likely to disturb the inhabitants within the Municipality of MARKSTAY-WARREN;

AND WHEREAS the Municipal Council deems it expedient to pass a by-law to prohibit and regulate noise;

NOW THEREFORE the Council of the Corporation of the Municipality of MARKSTAY-WARREN enacts as follows:

SETION I – SHORT TITLE:

1.1 This By-Law may be cited as the “Noise Control By-Law”.

SECTIONS II – DEFINITIONS AND INTERPRETATION

2.1 In this By-Law,

“**Audio Device**” means a radio, stereo, CD player, MP3 player, television, public address system or other similar electronic device capable of emitting sounds, but does not include a two-way radio, weather radio or a device that can only be heard by using earphones/headphones.

“**Authorized Emergency Vehicle**” means any ambulance or hearse, any vehicle of the fire department, any vehicle of the provincial or federal police, any vehicle (including a snow plough) operated by or for the Municipality of a public unitality company while actively engaged in the construction, maintenance or repair of any highway, or any equipment or facilities thereon, or a snow plough or other maintenance vehicle operated by or for the corporation of the Municipality of MARKSTAY-WARREN;

“**Clearly Audible**” means that sound for the source in question is easily perceptible without undue effort, to a disinterested person with no hearing disability;

“**Constructions**” means erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose, and includes any work in connection therewith;

“**Construction Equipment**” means any equipment or devise designed and intended for use in construction, or material handling, including but not limited to, air compressors, pile drivers, pneumatic

or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derrick loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders or other material handling equipment;

“Council” means Council of the Municipality of MARKSTAY-WARREN;

“Emergency” means sudden and unexpected occurrence demanding immediate action to prevent possible injury, loss of life or substantial property damage;

“Excessive” in reference to barking, howling, whining, squawking, or other sound-making by an animal or bird, Has the same meaning as persistent;

“Manufacturing Industry” means the manufacturing goods from raw materials;

“Motor vehicle racing” means the operation of a motor vehicle over a set course, whether in competition with other vehicles, for racing, training, lapping, testing or instructional purposes, for recreational purposes, or for any other purpose and includes any warmup or testing done on the premise in preparation for such operation of a Motor Vehicle;

“Motorized Vehicle” means an automobile, motorcycle, and any other vehicle propelled or driven otherwise than by muscular power or wind; but does not include the cars of electric or steam railways, or other Motor Vehicle running only upon rails, or a motorized snow vehicle, traction engine farm tractor, self-propelled implement of husbandry or road-building machine within the meaning of Highway Traffic Act as amended;

“Municipality” means the land within the geographic limit of the Corporation of The Municipality of MARKSTAY-WARREN;

“Municipal Law Enforcement Officer (MLEO)” means an officer appointed by the Council of the Municipality to enforce the Municipality’s by-laws;

“Noise” means unwanted sound. For the purpose of this by-law, sound in excess of the limits or specifically prohibited herein is defined to be noise;

“Persistent” in reference to barking, howling, whining, squawking or other sound-making by an animal or bird means continuously or intermittently for an aggregate period of at least 10 minutes out of any 60-minute period;

“Person” includes any individual, corporation, partnership, company, association or party and the heirs, executors, administrators, or other legal representative of such person, to whom the context can apply according to law, shall include any group of persons comprising a society or other organization and shall include the plural wherein the context requires;

“Place of worship” means a building dedicated to religious worship and includes a church, synagogue, temple, mosque, monastery or convent;

“Point of Reception” means any point on the premises of a person where sound or vibration originating from other than those premises is received;

“Property” means a building or structure or part of a building or structure and includes the lands appurtenant thereto and all mobile homes, mobile buildings or mobile structures and vacant land;

“Quiet Zone” means an area in the municipality where quiet is of particular importance and as more particularly designated in Schedule “B”;

“Residential Area” means any property within the municipality which is zoned for residential uses by an applicable zoning by-law, or which is used in whole or in part of human habitation, in accordance with the zoning of the property or where human habitation is a legal non-conforming use.

SECTION III – PROHIBITIONS

3.1 No person shall cause or permit the creation of any noise or unusual sound that disturbs or are likely to disturb any inhabitant of the Municipality as outlined in Schedule “A” attached.

SECTION IV – EXEMPTIONS

4.1 None of the provisions for this By-Law shall apply to:

- (a) The use in a reasonable manner, any apparatus or mechanism for the amplification of the human voice or music, in a public park or any other commodious space in connection with any public election meeting, public celebration or other reasonable gathering, provided written permission from the Municipality has first been obtained.
- (b) Necessary municipal or public utility operations carried out in the interest of public necessity and convenience, including but not limited to snow clearing and snow removal, street cleaning, and garbage collection, undertaken by or on behalf of the Municipality.
- (c) Any authorized emergency vehicle or service animal of the Police or Fire Department, the Municipality or its agents, any ambulance or any public service or emergency vehicle while answering a call.
- (d) The use in a reasonable manner of vehicles and equipment when utilized for the clearing and removal of snow from private property.
- (e) Noise resulting from the measures undertaken in an emergency.

- (f) Any military or other band or any parade operating under written permission obtained from the Municipality.
- (g) The ringing of church bells, school bells, or the sounding of a public-address system on school property in connection with normal operation of educational institutions during regular business hours and/or during school or church authorized activities.
- (h) Signaling devices utilized as traffic and pedestrian control devices at intersections and crosswalks.
- (i) Any sound arising from the operation of any railway operated under the *Railway Act of Canada* as amended.
- (j) All licensed commercial forestry operations including sawmills.
- (k) Activities of a Normal Farm Practice carried out as part of an Agricultural Operation, as defined in the Farming and Food Production Protection Act 1998, SO 1998 as amended or any successor legislation and located on a property zoned for agricultural purposes in accordance with the *Municipal Zoning Bylaw* as amended.
- (l) Any noise necessary to the operation of equipment or designated industrial sites in accordance with the Municipal Zoning By-law as amended between the hours listed in Schedule “A”.
- (m) Noises resulting from reasonable construction and maintenance operations between the hours listed in Schedule “A”.
- (n) Generators producing electricity during power outages ONLY at permanent residences or businesses.

SECTION V – APPLICATION TO COUNCIL FOR EXEMPTION

- 5.1 Notwithstanding any other provisions of this By-law, any person may make application to Council to be granted an exemption from any of the provisions of this By-law with respect to any source of noise or vibration for which he might be prosecuted an Council, by resolution, may refuse to grant any exemption, agree to grant lesser exemption and any exemption granted shall specify the time period, not in excess of six months, during which it is effective and may contain such terms and conditions as Council sees fit.
- 5.2 The application shall contain:
 - (a) The name and address of the applicant.
 - (b) A description of the noise in respect of which the exemption is being sought.
 - (c) Payment of any applicable fees set out in the Municipality’s Service Charges and Fees By-law.

- 5.3 The applicant must be submitted by By-law services no later than sixty (60) days before the event.
- 5.4 By-law services will review and comment on the application and present it to Council with recommendations.
- 5.5 In deciding whether to grant the exemption, Council shall give the applicant, and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit.
- 5.6 Breach by the applicant of any of the terms or conditions of any exemption granted by Council shall render the exemption null and void.

SECTION VI – ADMINISTRATION & ENFORCEMENT

- 6.1 This By-law shall be administered and enforced by the Municipal Law Enforcement Officer of the Municipality or such other person or persons as Council may, by By-law, appoint. Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police or any police force with sufficient jurisdiction to enforce this By-law at anytime.
- 6.2 Any Municipal Law Enforcement Officer may enter on any property at any reasonable time for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law have been complied with.

SECTION VII – OFFENCES

- 7.1 Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine pursuant to the provisions of the Provincial Offences Act, R.S.O. 1990, c. P.33.
- 7.2 Upon registering a conviction for a contravention of any provision of this By-law, the Provincial Offences Court may, in addition to any other remedy and to any penalty imposed by this By-law, make an order prohibiting the continuation or reputation of the offence by the person convicted.
- 7.3 No person shall hinder or otherwise obstruct, nor attempt to hinder or obstruct, either directly or indirectly, an Officer, an employee and/or agent of the Municipality in the lawful exercise of a power or duty under this By-law.
- 7.4 The Administrative Monetary Penalty System By-law applies to each administrative penalty issued pursuant to this By-law.

7.5 Each person who contravenes any provision of this By-law shall, upon issuance of a Penalty Notice in accordance with the Administrative Monetary Penalty System By-law. Be liable to pay the Municipality and administrative monetary penalty.

SECTION VIII – SEVERABILITY

8.1 Should a court of competent jurisdiction declare a part or whole of any provision of this By-law to be invalid or of no force and effect, the provision or part is deemed severable from this By-law, and it is the intention of Council that the remainder survive and be applied and enforced in accordance with its terms to the extent possible under law.

SECTION IX – SCHEDULES

9.1 Schedules “A”, “B”, “C”, “D”, “E”, shall be deemed to form party of this By-law.

SECTION X – AUTHORITY

10.1 By-law 2019-21 is hereby repealed and all other by-laws inconsistent with this by-law are hereby repealed.

10.2 This By-law shall come into force and take effect on the day it is passed.

READ A FIRST, SECOND TIME)	_____
)	MAYOR
18th DAY OF NOVEMBER 2024)	
)	_____
)	CLERK

READ A THIRD AND FINAL TIME)	_____
)	MAYOR
_____ DAY OF _____ 2024)	
)	_____
)	CLERK

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-LAW 2024-36

SCHEDULE “A” – PROHIBITED ACTS

Item	Prohibited Act	Quiet Zones		Residential (WR, R1, R2, R3)		All Other Zones	
		Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays	Monday – Friday and non-holidays	Saturday Sunday and Statutory Holidays
1.	The operation of any auditory signaling device including by not limited to ringing of bells, gongs, sirens, horns, whistles, motor vehicle horn or other warning device and the production or reproduction of any similar sound by electronic means except where authorized or required by law.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
2.	Excessive noises made by a human. This shall include noise arising from the banging of drums or another unamplified musical instrument.	At any time	At any time	Between 9:00 pm to 7:00 pm the next day	Between 9:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
3.	Racing of a motor vehicle other than in municipally approved racing event	At any time	At any time	At any time	At any time	At any time	At any time
4.	Operation of any combustion engine or pneumatic device or construction equipment without an effective exhaust or intake muffling device in good working order and in constant operation. This will include but not limited to the operation of a motor vehicle, off road vehicle, motorized snow vehicle or other similar motorized conveyance for recreational purposes.	At any time	At any time	At any time	At any time	At any time	At any time
5.	Operation of a vehicle or a vehicle with a trailer resulting in banging, clanking, squealing or other like sound due to improperly secured load or equipment or inadequate maintenance.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	9:00 pm to 9:00 am the next day
6.	Operation of an engine or motor in, or on, any motor vehicle or item of attached auxiliary equipment for a continuous period exceeding five minutes, while such vehicle is stationary (also known as idling), unless:	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	9:00 pm to 9:00 am the next day

	<ul style="list-style-type: none"> a. the original equipment manufacturer specifically recommends a longer idling period for normal and efficient operation of the motor vehicle in which case such recommended period shall not be exceeded; or b. operation of such engine or motor is essential to a basic function of the vehicle or equipment, including but not limited to operation of ready-mixed concrete trucks, lift platforms and refuse compactors; or c. weather conditions, justify the use of heating or refrigerating systems powered by the motor or engine for the safety and welfare of the operator, passengers or animals, or the preservation of perishable cargo, and the vehicle is stationary for purposes of delivery or loading; or d. prevailing low temperatures make longer idling periods necessary immediately after starting the motor or engine; or e. the idling is for the purpose of cleaning and flushing the radiator and associated circulation system for seasonal change of antifreeze, cleaning of the fuel system, carburetor or the like, when such work is performed other than for profit. 						
7.	Operation of any electronic device or group of connected electronic devices incorporation one or more loudspeakers or other electro-mechanical transducers and intended for the production, reproduction or amplification of sound in a stationary installation or in a motor vehicle.	At any time	At any time	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
8.	Operation of a generator persistently unless;	Between 7:00 pm to 7:00	Between 7:00 pm to 9:00 am	Between 7:00 pm to 7:00 am	Between 7:00 pm to 9:00	Between 11:00 pm to 7:00	Between 11:00 pm to 9:00

	<p>a. recharging an off-grid, solar system or equivalent;</p> <p>b. they are producing electricity for a residence or business during a power outage.</p>	am the next day	the next day	the next day	am the next day	am the next day	am the next day
9.	Excessive barking, calling, whining, squawking or other similar noise making by any domestic pet or any other animal or bird kept or used for any purpose other than agricultural or other authorized work.	At any time	At any time	At any time	At any time	At any time	At any time
10.	Noises or sounds created by the repairing, wrecking, dismantling or modifying of any vehicle, motor, machine or any part of parts.	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
11.	Noises arising out of any manufacturing industry which has the effect of disturbing the repose of any person, unless permission has been granted by Council	At any time	At any time	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day
12.	Operation of an engine which, i) is, or ii) is used in, or iii) is intended for use in, a toy, model, drone or replica of any device which model or replica has no function other than amusement, and which is not a conveyance.	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
13.	Operation of any equipment in connection with construction	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day
14.	Operation of any tool or powered device such as but not limited to a lawnmower, chain saw, generator or pressure washer for domestic purposes other than snow removal.	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 9:00 pm to 7:00 am the next day	Between 9:00 pm to 9:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day
15.	Noise associated with loading, unloading, delivery packing, unpacking or otherwise handling of any containers, products, materials, or refuse, whatsoever, unless necessary for the maintenance of essential services or the moving of private household effects.	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 7:00 pm to 7:00 am the next day	Between 11:00 pm to 7:00 am the next day	Between 11:00 pm to 9:00 am the next day

16.	Discharge of a firearm	At any time	At any time	At any time	At any time	Between 9:00 pm to 7:00 am the next day*	Between 9:00 pm to 9:00 am the next day*
17.	Detonation of Fireworks.	Please refer to the Municipality's By-law Regulating the setting off of Fireworks as amended.\					
18.	Unusual noise or noises likely to disturb the inhabitants of the Municipality.	At any time	At any time	At any time	At any time	At any time	At any time

*Provincial/Federal legislation supersedes the provisions outlined in this by-law relating to prohibited times for the discharge of firearms.

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-LAW 2024-36

SCHEDULE “B” – QUIET ZONES

SCHOOLS

École St Thomas 14 Warren Avenue Warren
École publique Camille Perron 13 Church Street Markstay
Markstay Public School 7 Pioneer Street East Markstay
St Marc Catholic School 13 Church Street Markstay

PLACE OF WORSHIP

Paroisse St Thomas Parish 17 Rutland Avenue Warren
Paroisse St Mark Parish 17 Church Street Markstay
Riverside Community Church 12 Millichamp Street Markstay
Markstay Union Church 20 Main Street South Markstay

PUBLIC PARKS/BALLFIELDS/PLAYGROUNDS

Markstay Memorial Site Pioneer Street West Markstay
Warren Cenotaph 39 Lafontaine Street Warren
Markstay Baseball Field 8 Church Street Markstay
Warren Baseball Field 39 Lafontaine Street Warren
Rainbow’s Edge Playground 8 Church Street Markstay
Fairview Playground 17 Warren Avenue Warren
Hagar Park St Jean Street Hagar

CEMETERIES

St Thomas Cemetery 70 Warren Avenue Warren
Warren Public Cemetery 61 Warren Avenue Warren
Warren Protestant Cemetery 71 Warren Avenue Warren
St Mark Cemetery Pioneer East Markstay
Pinehill Cemetery Legion Street Markstay
Royal Cemetery Boundary Road Loughrin Township

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-LAW 2024-36

SCHEDULE “C” – SPECIAL EVENTS

NIL

MUNICIPALITY OF MARKSTAY-WARREN NOISE CONTROL BY-LAW 2024-36

SCHEDULE “D” – SET FINES

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCES	COLUMN 3 SET FINE
1.	Cause/allow noise from the operation of an auditory signaling device.	Section 3.1 Sch A (1)	\$125.00
2.	Cause/allow excessive noise made by a human	Section 3.1 Sch A (2)	\$125.00
3.	Cause/allow prohibited racing.	Section 3.1 Sch A (3)	\$200.00
4.	Cause/allow the operation of an engine without muffling device.	Section 3.1 Sch A (4)	\$125.00
5.	Cause/allow noise from a motorized vehicle or part.	Section 3.1 Sch A (5)	\$125.00
6.	Cause/allow excessive noise from idling	Section 3.1 Sch A (6)	\$125.00
7.	Cause/allow the use of an electronic audio device during prohibited hours.	Section 3.1 Sch A (7)	\$125.00
8.	Cause/allow noise from use of generators excessively	Section 3.1 Sch A (8)	\$125.00
9.	Allowing persistent noise from a domestic animal	Section 3.1 Sch A (9)	\$125.00
10.	Cause/allow excessive noise while repairing machinery	Section 3.1 Sch A (10)	\$125.00
11.	Cause/allow excessive noise from any manufacturing industry	Section 3.1 Sch A (11)	\$300.00
12.	Cause/allow excessive noise from a model, toy or drone	Section 3.1 Sch A (12)	\$85.00
13.	Cause/allow noise from a construction operation	Section 3.1 Sch A (13)	300.00
14.	Cause/allow noise operating a domestic tool or device	Section 3.1 Sch A (14)	\$85.00
15.	Cause/allow noise from Loading or delivering items outside of allowed hours	Section 3.1 Sch A (15)	\$85.00
16.	Cause/allow the discharge of fireworks when prohibited	Section 3.1 Sch A (17)	\$300.00
17.	Cause/allow unusual noise	Section 3.1 Sch A (18)	\$300.00

NOTE: Penalty provisions for the offences indicated above is Section 7 of the By-law 2024-36 a certified copy of which has been filed.

**THE CORPORATION OF THE MUNICIPALITY
OF MARKSTAY-WARREN**

BY-LAW 2024-37

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL AT ITS
REGULAR MEETING OF COUNCIL HELD SEPTEMBER 16TH, OCTOBER 21ST, AND
NOVEMBER 18TH, 2024,**

WHEREAS Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers, and privileges under Section 9 shall be exercised by By-Law unless the Municipality is specifically authorized to do otherwise;

AND WHEREAS Council deems it expedient that proceedings of the Council of the Corporation of the Municipality of Markstay-Warren as herein set forth be confirmed and adopted by By-Law;

NOW THEREFORE, the Council for the Corporation of the Municipality of Markstay-Warren hereby enacts as follows:

1. THAT each motion, resolution, and other action passed and taken by the Council at its Regular Meeting of Council are, except where their prior approval of the Ontario Municipal Board is required, hereby adopted, ratified, and confirmed.
2. THAT the Mayor and proper officials of the Corporation of the Municipality of Markstay-Warren are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approval where required and except where otherwise provided, the Mayor and the Clerk are hereby authorized and directed to affix the Corporate Seal of the Municipality to all such documents.
3. THAT this By-Law shall come into force and take effect on the day it is passed.

**Read a first, second and third
time and finally passed this
18th day of November 2024.**

Mayor

Clerk

TO: Council
FOR: Decision
DEPARTMENT: Administration
DATE: November 13, 2024

SUBJECT : Motion from Councillor Bérubé

MOTION

THAT Council needs to revisit the wages of the new INTERIM Fire chief.

THAT Council needs to determine the hours of work and duties of Fire chief.

THAT Council needs to determine the Fire Captains duties and salaries.

NOTICE OF MOTION

Date: November 13, 2024

This shall serve as a motion to consider the following:

That the Warren water bill remains decreased for 2025 as per the 2022 rate less 25%.

That the Warren sewer bill remains decreased for 2025 as per the 2022 rate less 25%.

That both the Warren sewer and water rates be recalculated immediately as the formula used is not correct. The recalculation must commence from June 2022.

As per by-law 2023-29- The calculation of the formula should be the bill rate of 2022 minus 25% off the sewer and water bills. This calculated amount is to reflect the amount for 2023 and 2024. It is imperative that we correct this immediately and not push it forward to 2025.

A special bank account for Markstay water needs to be opened to store the water reserves.

A special bank account for Warren water and sewer needs to be opened to store the water and sewer reserves. These two bank accounts have to be independent of each other.

That the Warren water acidity levels be corrected in 2025.

This motion is brought forward by Councillor Bérubé.

NOTICE OF MOTION

Date: November 13, 2024

Notice of Motion for Conference Rates

Conference rates should reflect a sound guideline in order to control excessive use by conference attendees.

Meal Allowance:

Breakfast = \$25 per day

Lunch=\$25 per day

Supper= \$50 per day

Mileage Allowance:

Remains at .62 a Kilometer

Hours of Work:

This per diem wage of \$150.00 per day should be removed from the Conference attendees.

NB- No liquor shall be purchased by attendants and billed to the Municipality

This motion is brought forward by Councillor Bérubé.

NOTICE OF MOTION

Date: November 13, 2024

Notice of motion for Interim Fire Chief and Fire station Governance

That the salary of the Interim Fire chief should be comparable to neighboring fire stations (ie: St-Charles chief salary is \$29,000 per year).

A job posting for a permanent fire chief will be posted at a later date.

That each station's Captain be in charge of the day to day administration and operation of that station. Remuneration should commence at \$10,000. Per year.

A Deputy Chief should not be appointed at this time as there are no funds to pay out these salaries.

Tuesday Training should be returned to each individual station as it is very costly to send everyone to Awrey. It also adds mileage on the vehicles. Formal training should resume in Awrey and Markstay.

This motion is brought forward by Councillor Bérubé.