SUNDRIDGE AND DISTRICT MEDICAL CENTRE MEETING REGULAR MEETING AGENDA

TUESDAY AUGUST 19, 2025 @ 6:00 P.M.

Meetings will be audio recorded as per Village of Sundridge Procedural By-Law No. 2020-037 and recordings will be posted on the municipal website. The minutes will remain the official record of meeting.

Join Zoom Meeting

https://us02web.zoom.us/j/84476445627?pwd=SM7ARDOJEvR3eBDS6AT6iu6F9xh3CV.1

Meeting ID: 844 7644 5627 Passcode: 256986

AGENDA

- C1 Call to Order
- C2 Approval of Agenda

Moved by: Seconded by:

THAT the agenda for the Regular Meeting of the Sundridge & District Medical Centre Committee on August 19, 2025, be approved.

Against

For

Abstain

Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom

- C3 Declaration of Pecuniary Interest
- C4 Deputations None
- C5 Presentations None
- C6 Approval of Minutes
 - a) Regular Meeting July 15, 2025

Moved By: Seconded By:

THAT the regular meeting minutes of the July 15, 2025, Sundridge & District Medical Centre Committee Meeting be approved.

Recorded Vote: For Against Abstain
Brown, Budd
Bryson, Tim
Jackson, Shawn
Ronholm, Jim
Williamson, Fraser
Bryson, Tom

a) Closed Meeting – July 15, 2025

Moved By: Seconded By:

THAT the closed meeting minutes of the July 15, 2025, Sundridge & District Medical Centre Committee Meeting be approved.

Recorded Vote: For Against Abstain
Brown, Budd
Bryson, Tim
Jackson, Shawn
Ronholm, Jim
Williamson, Fraser
Bryson, Tom

- C7 New Business
 - a) SDMC Consolidated Maintenance Listing

Moved By: Seconded By:

THAT the SDMC Consolidated Maintenance Listing dated August 19, 2025 be received.

Against

Abstain

For

Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom

Moved By: Seconded By:			
THAT the Sundridge and Distr Agreement Regarding Employ			
AND THAT to ensure timely exthe Clerk Administrator from exEmployees.		•	
Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom	For	Against	Abstain
c) Budget Review – Increase	to Rent or D	ecrease to Overhea	ad Contribution
Moved By: Seconded By:			
THAT the Sundridge and Distr regarding an Increase to Rent			
AND THAT			·································
Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom	For	Against	Abstain
d) Sundridge and District Med Re: Draft By-law and Article			tion to Not for Profit
Moved By: Seconded By:			
THAT the Sundridge and Distr Laws and Articles of Incorpora	rict Medical (Centre Committee re	aceive the Draft By
·			eceive the Drait by-

b) Agreement Regarding Employees – Legal Review

Recorded Vote: For Against Abstain Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom

- C8 Correspondence None
- C9 Budget Summary & Accounts Payable

Moved By: Seconded By:

THAT the Sundridge & District Medical Centre Budget Summary Report for the Period of January 1, 2025 to July 31, 2025 be received;

AND THAT the Sundridge & District Medical Centre Accounts Payable for the Period of July 1, 2025 to July 31, 2025 in the amount of \$6537.08 be approved.

Against

Against

Abstain

Abstain

For

Recorded Vote:
Brown, Budd
Bryson, Tim
Jackson, Shawn
Ronholm, Jim
Williamson, Fraser
Bryson, Tom

- C10 Announcements
- C11 Notice of Future Motion
- C12 Closed Session

Moved By: Seconded By:

THAT the Sundridge & District Medical Centre Committee hold a Closed Session meeting as provided for by Section 239 (2)(d) of the *Municipal Act*, 2001, as amended, and the Village of Sundridge Procedural By-law No. 2020-037 to deal with: labour relations or employee negotiations;

For

Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom

	Moved By: Seconded By:			
	THAT the Sundridge & District portion of the meeting open to discussed the matters they we public exclusion.	the public a	t p.m. afte	r having only
	Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom	For	Against	Abstain
C13	Adjournment			
	Moved By: Seconded By:			
	THAT the Sundridge & District p.m. until the next regular med Chair.			,
	Recorded Vote: Brown, Budd Bryson, Tim Jackson, Shawn Ronholm, Jim Williamson, Fraser Bryson, Tom	For	Against	Abstain

SUNDRIDGE AND DISTRICT MEDICAL CENTRE MEETING REGULAR MEETING MINUTES

TUESDAY JULY 15, 2025 @ 6:00 P.M.

PRESENT: Township of Joly: Tom Bryson, Budd Brown

Township of Strong: Jim Ronholm, Tim Bryson

Village of Sundridge: Shawn Jackson (electronic), Fraser Williamson

STAFF: Christine Hickey (Recording Secretary)

GUEST: Dr. Sarah MacKinnon

MINUTES

C1 Call to Order

The Chair called the meeting to order at 6:01 p.m.

C2 Approval of Agenda

Moved By: Fraser Williamson Seconded By: Jim Ronholm

THAT the agenda for the Regular Meeting of the Sundridge & District Medical Centre Committee on July 15, 2025, be approved.

Recorded Vote:	For	Against	Abstain
		i igailli i	
Brown, Budd	X		
·			
Bryson, Tim	X		
Jackson, Shawn	v		
Jackson, Snawn	X		
Ronholm, Jim	X		
•	• •		
Williamson, Fraser	X		
· ·			
Bryson, Tom	X		
CARRIED			
CARRIED			

- C3 Declaration of Pecuniary Interest None
- C12 Closed Session

Moved By: Budd Brown Seconded By: Jim Ronholm

THAT the Sundridge & District Medical Centre Committee hold a Closed Session meeting as provided for by Section 239 (2)(f) of the *Municipal Act*, 2001, as amended, and the Village of Sundridge Procedural By-law No. 2020-037 to deal with: The receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose

Recorded Vote:	For	Against	Abstain
Brown, Budd	X	•	
Bryson, Tim	X		
Jackson, Shawn	X		
Ronholm, Jim	X		
Williamson, Fraser	X		
Bryson, Tom	X		
CARRIED			

Moved By: Budd Brown Seconded By: Jim Ronholm

THAT the Sundridge & District Medical Centre Committee now resume the regular portion of the meeting open to the public at 6:21 p.m. after having only discussed the matters they were permitted to under the resolution authorizing the public exclusion.

Recorded Vote:	For	Against	Abstain
Brown, Budd	X		
Bryson, Tim	X		
Jackson, Shawn	x		
Ronholm, Jim	x		
Williamson, Fraser	x		
Bryson, Tom	X		
CARRIED			

- C4 Deputations None
- C5 Presentations None
- C6 Approval of Minutes
 - a) Regular Meeting June 17, 2025

The Recording Secretary noted a change to the June 17 minutes - Item C7 c) Agreement Regarding Employees. The paragraph should reference the SDMC Physicians Group.

Moved By: Jim Ronholm Seconded By: Budd Brown

THAT the regular meeting minutes of the June 17, 2025, Sundridge & District Medical Centre Committee Meeting be approved.

Recorded Vote:	For	Against	Abstain
Brown, Budd	X		
Bryson, Tim	X		
Jackson, Shawn	X		
Ronholm, Jim	X		
Williamson, Fraser	X		
Bryson, Tom	X		
CARRIED			

C7 New Business

a) SDMC Consolidated Maintenance Listing

Moved By: Fraser Williamson Seconded By: Shawn Jackson

THAT the SDMC Consolidated Maintenance Listing dated July 15, 2025 be received.

Recorded Vote:	For Against	Abstain
Brown, Budd	x	
Bryson, Tim	x	
Jackson, Shawn	X	
Ronholm, Jim	X	
Williamson, Fraser	x	
Bryson, Tom	x	
CARRIED		

b) Agreement Regarding Employees – Legal Review

Discussion ensued on the Agreement Regarding Employees, the Committee requested that both Lawyers further discuss the clauses that the Committee would like to have included. If a special meeting is needed to approve the agreement this can be coordinated.

Moved By: Jim Ronholm

Seconded By: Fraser Wiliamson

THAT the Sundridge and District Medical Centre Committee receive the update on the legal review of the Agreement Regarding Employees;

AND THAT the Recording Secretary be authorized to work with Dr. MacKinnon to have further discussions with lawyers on the proposed clauses;

AND THAT the draft agreement be brought back to the Committee for final approval.

Recorded Vote:	For	Against	Abstain
Brown, Budd	X	_	
Bryson, Tim	X		
Jackson, Shawn	X		
Ronholm, Jim	X		
Williamson, Fraser	X		
Bryson, Tom	X		
CARRIED			

c) Village of Sundridge – SDMC Administration – Response

Refer to Item C7 d) for the direction provided by the Committee.

d) Sundridge & District Medical Centre - Facility Management

Moved By: Tim Bryson Seconded By: Budd Brown

WHEREAS a process to hire a facility manager was agreed to at the May 29, 2025 Tri Council Meeting;

AND THAT the Sundridge and District Medial Centre Committee ask that the June 17, 2025 resolution requesting an extension to extend 60 days to 90 days for the continuation of services be reviewed by the Council of the Village of Sundridge;

AND THAT the extension be effective from July 15, 2025;

AND THAT the process previously agreed upon be executed.

Recorded Vote:	For	Against	Abstain
Brown, Budd	X		
Bryson, Tim	X		
Jackson, Shawn	X		
Ronholm, Jim	X		
Williamson, Fraser	X		
Bryson, Tom	X		
CARRIED			

- C8 Correspondence None
- C9 Budget Summary & Accounts Payable

Moved By: Fraser Williamson Seconded By: Budd Brown

THAT the Sundridge & District Medical Centre Budget Summary Report for the Period of January 1, 2025 to June 30, 2025 be received;

AND THAT the Sundridge & District Medical Centre Accounts Payable for the Period of June 1, 2025 to June 30, 2025 in the amount of \$68,364.41 be approved.

Recorded Vote:	For	Against	Abstain
Brown, Budd	X	•	
Bryson, Tim	X		
Jackson, Shawn	X		
Ronholm, Jim	X		
Williamson, Fraser	X		
Bryson, Tom	X		
CARRIED			

C10 Announcements

Sundridge Member Shawn Jackson is planning on attending the AMO Conference and will be part of a delegation with Mayor Ward to the Ministry of Health.

- C11 Notice of Future Motion None
- C12 Closed Session (moved to after Item C3)
- C13 Adjournment

Moved By: Budd Brown

Seconded By: Fraser Williamson

THAT the Sundridge & District Medical Centre Committee now adjourn at 7:21 p.m. until the next regular meeting being August 19, 2025 or at the call of the Chair.

Recorded Vote:	For	Against	Abstain
Brown, Budd			
Bryson, Tim			
Jackson, Shawn			
Ronholm, Jim			
Williamson, Fraser			
Bryson, Tom			

Tom Bryson, Chair Christine Hickey, Recording Secretary

SUNDRIDGE AND DISTRICT MEDICAL CENTRE MEETING CLOSED MEETING AGENDA

TUESDAY JULY 15, 2025

PRESENT:	Township of Jo	ly: Tom Bryson	, Budd Brown
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Township of Strong: Jim Ronholm, Tim Bryson

Village of Sundridge: Shawn Jackson (electronically), Fraser

Williamson

STAFF: Christine Hickey (Recording Secretary)

Into Closed Meeting at 6:02 p.m.

The purpose of this closed meeting is to discuss matters concerning:

Section 239 (2) (f) of the Municipal Act, 2001, as amended, and the Village of Sundridge Procedural By-law No. 2020-037 to deal with: The receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose.

The Committee received the information presented and provided direction to the Recording Secretary.

Adjournment at 6:21 p.m.	
Tom Bryson, Chairperson	
Christine Hickey, Recording Secretary	

Sundridge & District Medical Centre

January 2023 – Forward

Date of Committee Mtg: August 19, 2025

Maintenance Items:	Particulars:	Estimated Cost	Status	Completion Date:
Additional Parking Lot	Working with Engineer and Contractor on deficiencies: Asphalt settling, curb cracking, sidewalk cracking, joint repair and curb spalling	TBD	In Progress	
Basement Renovations	Coordination of approved updates: Flooring, blinds, electrical, IT		In Progress	
Water Heater Unit	Appears to be a small leak – coordinating North Bay Hydro to look at unit North Bay Hydro – Replacement of Unit – January 2025 – Completed Advised that water is not heating, stays lukewarm (tenant office) – Completed temperature was set to low, has been adjusted			
Dedicated Receptacle	Install dedicated receptacles in 4 offices and reception area – Work not able to proceed due to the insulation in attic space and no other access Project to be completed by Funding received through Expansion Program (Not a Committee Budget Item)	N/A		N/A
Abatement and Repair - Basement	Work completed to remove substance located on lower level Repair work halted to allow for IT and Electrical work for better use of the space Repair work to commence April 11 Working on the quotes for Flooring and costs to finish painting		In Progress	
Dead tree removal	Hazard – urgency low	\$1,000	TBD	
Add to annual maintenance schedule: Regular water testing/ water system inspection				
Power wash exterior of building				
Lift inspection	Proposed Maintenance Service Contract – Savaria Silver Package selected - \$2768.21 Battery Pack causing beeping – scheduled for service Battery backup Unit replacement - Completed Service Call Coordination - Lift not working		On going	April, July, Oct, Jan
Flower beds				

Maintenance Items:	Particulars:	Estimated Cost	Status	Completion Date:
Generator Maintenance and Testing	 Contacted local company that is able to service Generac Generators – Vals Equipment Service Weekly Generator Test Coordinating maintenance – attending site week of April 21 - Completed 		On going	
Heating/Cooling and Ventilation Maintenance	Required maintenance as per product specifications: Air Conditioners, Ventilators, Ventilation Fan and Heat Recovery Ventilator Quotations received for review VFD Controller Unit – Coordinate Installation - Completed Coordinating a price of a Buffer unit - Completed Coordinated a meeting on site February 20 to discuss system and issues – VFD to be installed with Buffer Unit – will send electrician bills for the year to review the capacity Hub Area – all rooms are not the same temperature/ change filter code – Completed Hub Area – rooms were a high temperature – changes to system setting required – Completed Martin Mechanical and supplier working on issues with the heating/cooling in hub area		On going	
General Facility Maintenance:				
Management of requests/issues at the facility	Lights tenant office Door Lock on Tenant Access – Replaced Lock Replacement of toilet Management of ant issue Tenant Office Door – not closing needs to be fixed as it is a fire door Washroom on lower level – out of service – Plumber scheduled fix Leaking Faucet – Most faucets in dental office repaired or tightened due to leaking. Air in waterline – looking into issue – possible hole in line or foot valve not working properly		Ongoing	
Fire Safety Requirements	Fire Safety Plan – Completed Fire Safety Plan – Annual Review & Training Fire Extinguisher Testing – Monthly Emergency Lights and Alarms Testing - Monthly			
Lease Agreement				

Maintenance Items:	Particulars:	Estimated Cost	Status	Completion Date:
Tenant Lease Agreement	Renewal – 2025 (January) Initial Agreement was 5 years with right to renew for 2 consecutives five-year terms Tenant has draft lease as per January meeting for review. Lease signed by tenant require Chair signature		Completed	
Facility Access (Keys):	Dental Office: 3 Keys – Request for 1 more Medical Centre: 6 (plus courier key access) Expansion of Services Program: 4 Practice Ready Ontario Program: 1 Currently 23 Keys out Rekey facility external doors – July 10		N/A	N/A

Completed

Maintenance Items:	Particulars:	Estimated Cost	Status	Completion Date:	
Paint front entry way	Asap	\$300	completed	Renovation	
Address frost heave issue, post at front entrance	Asap, place pylons to ensure snow insulation	\$35,000	completed	Renovation	
Replace car on lift (Garavanta)	In need or replacement	25,000	completed	Renovation	
Water system inspection	Annual maintenance, regular testing	0	completed	Annually	
Fire extinguishers	Annual maintenance (provided by outside source)	0	completed	Annually	
Pull weeds around building & flower beds	Asap – regular routine maintenance	0	completed		
Back-up generator for building – not budgeted 2019	Hard wired to electrical panel (w NG) Generator only runs the Tenant portion of the building	\$30,000	completed	Renovation	
Wheelchair accessible washrooms	One per floor required	\$ 1,500	completed	Renovation	
Paint interior walls second floor	Consult with staff in area; complete on weekends	\$ 1,000	completed	Renovation	
Pave parking lot	Complete on a spring weekend; post ground thaw	\$25,000	completed	Renovation	
Review signage around building	Traffic flow for parking Review spaces and signage with additional parking lot				
Renovate first floor			completed	Renovation	
Sound proof walls first floor	Privacy concerns	\$1,000	completed	Renovation	
Paint interior walls first floor	Consult with staff in area; complete on weekends	\$ 1,000	completed	Renovation	
Remove/replace carpet on first floor	Complete during Christmas break/vacations	\$17,000	completed	Renovation	
Renovate basement	TBD				
Address exterior drainage issues	Identify & complete in spring prior to paving		completed	Renovation	
Consultation w Wet Basement Specialist	Water in basement again Nov/19; remediate	\$2,000	completed	Renovation	
RENOVATION: 2021/2022	Ramp replacement, new lift, medical office administration area reconfiguration, drywall, paint, new HVAC unit, backup generator, new cabinetry, storm drain replacement, heating/cooling units upgraded/replaced	1.5 million	completed	Renovation	
Access Ramp to Rooftop Unit	B Safety Violation was issued related to the access to the rooftop unit. As directed at the November 2023 meeting. Staff worked with Near North Industrial Solutions to design a ramp that would meet TSSA Standards and bring us in compliance with the Violation Order.	\$7,000	Completed	November 2023	
Small area of flooring lifting and one door sticking	Staff to meet W.S. Morgan at the Medical Centre on Saturday December 9 to provide access to the Clinic to repair the small area of flooring and repair the door that is sticking.	Under Warranty	Completed	December 2023	

HVAC System Unit – Noise Level	Consideration of adding additional diffusers to help reduce noise levels. Site Meeting – March 21 and March 22, 2024 Work in progress Review of Deficiencies (on site) – May 17, 2024 Deficiencies reviewed and modifications made all items have been completed	Warranty plus additional \$5773.58	Completed	June 2024
Rooftop Unit	Advised the upper level of the Medical Centre not cooling down. There is a leak which is causing the system to be low on refrigerant. Unit runs to long and over pressurized Connected economizer, rewired fan motor and set to high speed, brazed and repaired leak on refrigerant system	\$2,260.00	Completed	June 2024
Rooftop Unit	Rooftop unit replacement – crack in the heat exchanger and once the circulating fan for the air in the duct work turns on it pushes the air through the crack in the heat exchanger and causes the flames to roll out of the burner tubes. – Memo provided at October Meeting	\$17,500.00	Completed	November 2024
Heating/Cooling and Ventilation Maintenance	No heat it the Medical Office – need to replace the high low switch Further determined that the fuse in the outside unit was burnt out, this was a result of a faulty motherboard. Unit has temporarily been repaired Contractor to provide an update and cost for replacement of motherboard – Cost unknown at this time	\$450.00 – switch \$1812.40 – troubleshoot unit with electrician	On going	November 2024
Engineering and Design of Additional Parking	Working with EXP on design of Parking Lot Design Complete Tender awarded at March 25 Meeting Site Meeting – May 24 to confirm timeline and next steps Completion of all payments	\$75,000	Design – Completed Project Mgt - Ongoing	February 2025
Additional Parking Lot	Project almost complete – delay in completion date Project to be complete by end of August	\$215,136.33 (plus HST).	completed	November 2024

AGREEMENT REGARDING EMPLOYEES

BETWEEN:

Sarah J. MacKinnon Medicine Professional Corporation,
Laura Kistemaker Medicine Professional Corporation, and
Dr. Sonia Afroze Medicine Professional Corporation
(collectively, the "Physicians" and each individually, a "Physician")
- and -

The Village of Sundridge,
The Township of Joly, and
The Township of Strong
(collectively, the "Community Sponsors")

Background

- A. The Physicians provide primary health care services (the "Services") to the Community Sponsors' residents (the "patients") at the Sundridge and District Medical Centre (the "Medical Centre").
- B. The Community Sponsors make decisions regarding the Medical Centre operations and governance through the Sundridge & District Medical Centre Committee (the "Medical Centre Committee"), which is made up of two (2) members from each of the respective Community Sponsors' municipal councils.
- C. The Community Sponsors employ a Nurse Practitioner (the "NP"), who also provides Services to the Community Sponsors' patients at the Medical Centre.
- D. The Physicians work collaboratively with the NP in providing services to the Community Sponsors' patients and are not in an employer/employee relationship with the NP.

- E. The Medical Centre is supported by a nurse practitioner named Helen Curtis ("Curtis"), who is an employee of Almaguin Highlands Family Health Team ("AHFHT"). In the event that Curtis is, for any reason, no longer employed by AHFHT, then AHFHT will no longer provide the Medical Centre with the support of a nurse practitioner and the Physicians will recruit and employ an individual to fulfill the nurse practitioner responsibilities previously provided by Curtis, subject to the Physicians having sufficient funding from Ontario Health to cover the expected costs related to the employment of such replacement individual for the then upcoming fiscal year.
- F. As of the date of signing this agreement, the Physicians have employment agreements with four (4) employees, and are in the process of hiring one (1) additional employee. The currently engaged employees' names and positions are set out in Schedule A to this Agreement. The parties to this Agreement recognize the Physicians may enter into employment agreements with other employees after the execution of this Agreement ("future employees"). This Agreement covers future employees and, when used in this Agreement, the term "Employees" should be interpreted to include (i) the four employees referenced by name in Schedule A, (ii) the person who fills the fifth employee position currently being contemplated (the "Imminent Hire"), (iii) the person who fills the nurse practitioner role of Curtis should such role become vacant (the "Curtis Replacement"), and (iv) any additional future employees.
- G. The Employees are employed to assist the Physicians and the NP in the provision of Services to the Community Sponsors' patients. The NP (as agent for the Community Sponsors) and the Physicians share responsibility for the hiring/firing, management and direction of the Employees.
- H. The costs associated with the Employees' employment (including but not limited to salary/wages, benefits, payroll taxes, pension costs, etc.) (the "Employment Costs") are 100% paid from funds provided: 1) from the Ministry of Health (the "Ministry") pursuant to a Rural and Northern Physician Group Agreement ("RNPGA"); 2) directly from the Community Sponsors; or 3) from Ontario Health as Interprofessional Primary Care Team funding received by the Physicians indirectly through the AHFHT (the "OH Funds"). Specifically, the Physicians pay upfront for all employment costs related to the Employees and the Community Sponsors reimburse the Physicians for the full amount of the Employment Costs other than those costs specifically covered by the OH Funds.

I. The parties agree the Employees have been hired for the purposes of providing services to the Community Sponsors' Patients. However, as the contracting party with the Employees in the Employees' employment agreement, the Physicians are at risk of liability for any employment-related claims by either the Employees or third parties.

FOR VALUE RECEIVED, the parties agree as follows:

- 1. Subject to the restrictions and limitations under this Agreement, the Community Sponsors confirm they are responsible for funding 100% of all Employment Costs and shall reimburse the Physicians for the same, except those costs specifically covered by the OH Funds. The Community Sponsors may use RNPGA overhead funds for Employment Costs. However, the Community Sponsors are responsible for any additional funds required to fully fund the Employment Costs.
- 2. The Physicians shall make best efforts to have any Employee or third-party claims, actions, proceedings or demands arising in the course and scope of the Physicians' employment relationship with the Employees covered by their professional liability insurance or any other applicable insurance coverage held by the Physicians, prior to seeking any indemnity or reimbursement from the Community Sponsors under this Agreement.
- 3. Only to the extent that insurance coverage under Article 2 (above) is not available, and subject to the Physicians' obligation to mitigate under Article 5 (below), the following shall apply:
 - (a) the Community Sponsors shall defend, at its sole expense, any Employee or thirdparty claims, actions or proceedings, against the Physicians arising in the course and scope of the Physicians' employment relationship with the Employees; and
 - (b) the Community Sponsors shall indemnify and hold the Physicians harmless against any Employee or third-party claims, actions, proceedings, demands, costs, charges, losses, and expenses including legal costs on a substantial indemnity basis (collectively referred to as "Losses") arising in the course and scope of Physicians' employment relationship with the Employees, except to the extent that such Losses were caused by the Physicians' gross and willful misconduct and/or the Physicians' failure to take reasonable steps to mitigate such Losses. This indemnity includes, but is not limited

to, any Losses associated with providing any of the Employees with notice of termination and/or severance pay under the Ontario *Employment Standards Act*, 2000 or the common law.

- 4. For the avoidance of doubt, the indemnity provided under this Agreement shall apply only to Losses or expenses that are not covered by the Physicians' liability insurance or any other applicable insurance policies held by the Physicians, nor to any Losses or expenses which the Physicians' fail to mitigate in accordance with their mitigation obligations under this Agreement.
- 5. The Physicians shall take all reasonable steps to mitigate any Losses or expenses for which indemnity or reimbursement under this Agreement is sought. The Community Sponsors shall not be liable for any Losses or expenses to the extent that such Losses or expenses could have been reasonably mitigated or avoided by the Physicians acting reasonably.
- 6. The Physicians shall notify the Community Sponsors promptly upon becoming aware of any potential claim referred to herein or upon becoming aware of any circumstances that could reasonably give rise to a potential claim. Upon such notification, the Community Sponsors shall have the right to issue reasonable written instructions regarding steps to be taken to mitigate or avoid the potential claim, and the Physician shall comply with such instructions where permissible by law.
- 7. The Physicians will co-operate with the Community Sponsors in the defense of any such claims, actions, proceedings, or demands referred to herein.
- 8. No claims, actions, proceedings, or demands referred to herein shall be settled by the Physicians without the Community Sponsors' prior written consent
- 9. Except with respect to the Imminent Hire and the Curtis Replacement, the Physicians must obtain written preapproval from the Medical Centre Committee prior to posting, recruiting, making offers to or hiring any new Employee(s). The Physicians will make a written request to post, recruit, make offers or hire any new Employees to the Medical Centre Committee. The Medical Centre Committee will provide the Physicians with the Medical Centre Committee's

response within thirty-five (35) days from the date of the Physicians' written request. The Physicians do not require written pre-approval from the Medical Centre Committee to replace a current Employee at the same compensation (including but not limited to salary, benefits and vacation pay) and hours of employment, thereby not increasing any Employment Costs.

- 10. The Physicians must obtain written pre-approval from the Medical Centre Committee to permanently increase any existing Employee's compensation (including but not limited to salary, benefits and vacation pay) or hours of work. The Physicians will make a written request to increase any existing Employee's compensation to the Medical Centre Committee. The Medical Centre Committee will provide the Physicians with the Medical Centre Committee's response within thirty-five (35) days from the Physicians' written request to increase any existing Employee's compensation or hours of work. The Physicians do not require written pre-approval from the Medical Centre Committee to: (i) increase the hours of an existing Employee(s); (ii) replace another Employee(s) temporarily for illness, vacation, in-person clinic administration coverage or any other reasonable operational consideration; or (iii) engage the Imminent Hire or the Curtis Replacement provided the Physicians have sufficient funding from Ontario Health to cover the expected Employment Costs for such individuals for the then upcoming fiscal year.
- 11. In addition to the foregoing, the Physicians and Community Sponsors agree to an annual discussion, during the budget review process, to discuss increases to Employee's compensation and hours of work. The NP will be invited to attend this annual discussion.
- 12. This Agreement will continue in effect while the Physicians have employment relationships with any Employees under this Agreement.
- 13. The Community Sponsors' obligations to cover the Employment Costs under this Agreement continue, even if the Physicians or any one of them cease providing services to the patients at the Medical Center, provided that the Physicians must provide at least 60 days' notice of the Medical Centre permanently ceasing to provide health care services.

- 14. This Agreement, including Schedule "A", contains all of the agreements, representations, and understanding of the parties. It supersedes and replaces any and all previous understandings, commitments, or agreements, oral or written, between the Community Sponsors and physicians of the Medical Center related to the subject matter hereof and any previous such understandings, commitments, or agreements no longer have any force or effect. Any amendment to this Agreement must be in writing and signed by each party.
- 15. This Agreement can be amended in writing by mutual agreement of all of the parties.
- 16. Should the Community Sponsors provide notice to the Physicians of a desire to assign the Community Sponsors' rights under this Agreement to a new not-for-profit corporation created for such purpose, the Physicians agree that the Physicians will meet with the Community Sponsors to discuss and negotiate, in good faith, an agreement between such new corporation and the Physicians that would replace this Agreement for the purposes of the matters set out herein.
- 17. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

SARAH J. MACKINNON MEDICINE PROFESSIONAL CORPORATION				
<u> </u>				
Name	Date			
Position				
LAURA KISTEMAKER MEDICINE PROFESSION	NAL CORPORATION			

Name Position	Date
DR. SONIA AFROZE MEDICINE P	ROFESSIONAL CORPORATION
Name	Date
Position	
VILLAGE OF SUNDRIDGE	
 Name	
Position	Date
THE TOWNSHIP OF JOLY	
Name	Date
Position	
THE TOWNSHIP OF STRONG	
Name	Date
Position	

SCHEDULE "A" THE EMPLOYEES

Names and positions of Employees as of the date this Agreement was signed by the Physicians:

- 1. Christa Ardiel, RN
- 2. Lisa Beckett, Medical Office Administrator
- 3. Barbara Armstrong, Medical Office Administrator
- **4.** Anna-Lea Newburn, Medical Office Administrator
- 5. Name not yet known for Imminent Hire Medical Office Administrator
- **6.** Name not yet known for Curtis Replacement Nurse Practitioner, to be hired only in the event that the employment relationship between Curtis and AHFHT is terminated

SUNDRIDGE AND DISTRICT MEDICAL CENTRE

2025 Calendar Year -BUDGET				
ACCT NUMBER	DESCRIPTION	Using 2025 # Increase Rent	Using 2025 # Decrease Rec. Cont.	
	Expenses			
5010	Hydro	\$13,000	\$13,000	\$13,000
5015	Cleaning/Supplies	\$2,500	\$2,500	\$2,500
	Janitorial Services	\$39,000	\$39,000	\$39,000
5025	Postage & Courier	\$300	\$300	\$300
	Taxes	\$13,000	\$13,000	\$13,000
	Office & General	\$1,000	\$1,000	\$1,000
	Insurance	\$16,742	\$16,742	\$16,742
5050	Maintenance and Repairs - Building	\$28,500	\$28,500	\$28,500
5060	Heat	\$4,200	\$4,200	\$4,200
	Hot Water Tank - Rental	\$415	\$415	\$415
	Water Treatment Testing	\$100	\$100	\$100
	Capital Expend - Parking Lot	7-00	7=00	7=00
	Capital Expenditures - Renovation			
	Capital Expenditures - Other	\$48,500	\$48,500	\$48,500
	Legal & Audit	\$8,750	\$8,750	\$8,750
	Administration	\$9,000	\$9,000	\$9,000
	Bank Charges	\$700	\$700	\$700
	Secretary Meeting Fees	\$975	\$975	\$975
	Miscellaneous Expenses	500	500	500
	Transfer to reserve	300	300	300
	Advertising	\$100	\$100	\$100
3093	Construction loan/OILC Debenture	\$100	Ş100	\$100
5097	Interest	\$68,373	\$68,373	\$68,373
5098	OILC Debenture Principal	\$25,676	\$25,676	\$25,676
	Employee Costs	\$35,000	\$35,000	\$35,000
	Non Reimbursable - RNPG Program	\$55,000	\$38,000	\$21,000
	Non Reimbursable - PRO Program	\$52,500		
5810/5814/5 815	Non Reimbursable - PARR103 Program	\$10,515	\$10,515	\$10,515
	Total Expenses	\$434,346	\$364,846	\$347,846
	Revenue	4	4	4
	Opening Surplus (Deficit)	\$18,522	\$18,522	\$18,522
	Bring NP deferred rev. into income			
2200	Infrastructure Ontario Loan - renovation			
4030	Renovations - NOHFC grant			
4012/4013/4 015	Rents (net HST)	\$116,290	\$133,000	\$116,290
4020/4220/4 520/4521	Interest Income/Other	\$43,636	\$43,636	\$43,636
4030	Transfer from Reserves	\$87,000	\$87,000	\$87,000
4052	Joly Twp - Operating Ptn	\$16,890	\$8,269	\$8,240
	Sundridge - Operating Ptn	\$67,559	\$33,075	\$32,959
4051		\$84,449	\$41,344	\$41,199
	Total Revenue	\$434,346	\$364,846	\$347,846
Closing Surplu	is (Deficit) (budget must = 0)	\$0	\$0	\$0
,	Total Med Centre Costs	\$168,898	\$82,688	\$82,398
N	ve Balance \$656204 as of December 31. 2			

Note 2: Reserve Balance \$656204 as of December 31, 2024

Sundridge and District Medical Centre

Budgetary Control For the Period 2025-01-01 - 2025-07-31 2025-08-15 8:49 AM

Report Date

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Account # / Description	Committed	Current	Year to Date	Budget	Variance	%
4012 - Rental Income - Tenant		4,098.00	28,686.00	55,569.00	(26,883.00)	48.4-
4013 - Rental Income - NP		1,147.96	8,035.72	13,776.00	(5,740.28)	41.7-
4015 - Rental Income - MD		3,912.11	27,384.77	46,945.00	(19,560.23)	41.7-
4020 - Interest			11,428.27	43,636.00	(32,207.73)	73.8-
4050 - Municipal Contribution - Sundridge			33,779.50	67,559.00	(33,779.50)	50.0-
4051 - Municipal Contribution - Strong			44,552.12	84,449.00	(39,896.88)	47.2-
4052 - Municipal Contribution - Joly				16,890.00	(16,890.00)	100.0-
4053 - Opening Surplus/Deficit (Budget Only)				18,522.00	(18,522.00)	100.0-
4060 - Miscellanious Revenue			23,170.17		23,170.17	
4080 - Transfer From Reserves				87,000.00	(87,000.00)	100.0-
Revenue	e Totals:	9,158.07	177,036.55	434,346.00	(257,309.45)	59.2-
5010 - Hydro		905.75	5,728.37	13,000.00	7,271.63	55.9
5015 - Cleaning Supplies		326.38	1,340.00	2,500.00	1,160.00	46.4
5020 - Janitorial Services		3,200.00	19,200.00	39,000.00	19,800.00	50.8
5025 - Postage & Courier				300.00	300.00	100.0
5030 - Taxes			6,218.19	13,000.00	6,781.81	52.2
5035 - Office & General			135.60	1,000.00	864.40	86.4
5040 - Insurance			16,742.16	16,742.00	(0.16)	
5050 - Maintenance & Repairs		1,158.32	15,183.37	28,500.00	13,316.63	46.7
5060 - Heat			1,848.97	4,200.00	2,351.03	56.0
5061 - Hot Water Tank Rental		34.83	211.32	415.00	203.68	49.1
5063 - Water Testing				100.00	100.00	100.0
5070 - Capital Expenditure			33,474.26	48,500.00	15,025.74	31.0
5075 - Audit & Legal			(6,456.80)	8,750.00	15,206.80	173.8
5080 - Administration		750.00	4,650.00	9,000.00	4,350.00	48.3
5082 - Bank Charges		161.80	802.78	700.00	(102.78)	14.7-
5086 - Recording Secretary Fees				975.00	975.00	100.0
5090 - Miscellaneous			2,363.35	500.00	(1,863.35)	372.7-
5095 - Advertising				100.00	100.00	100.0
5097 - OILC Debenture Interest				68,373.00	68,373.00	100.0
5098 - OILC Debenture Principal				25,676.00	25,676.00	100.0
5715 - PRO Reception			39,375.00	52,500.00	13,125.00	25.0
5814 - Reception Employer Costs NP				10,515.00	10,515.00	100.0
5815 - Contracted Receptionist Services			41,250.00	55,000.00	13,750.00	25.0
5818 - Facility Management - Employee				35,000.00	35,000.00	100.0
Expense	e Totals:	6,537.08	182,066.57	434,346.00	252,279.43	58.1