



TRI COUNCIL

— M E E T I N G —



Monday, June 22, 2026 – 7:00 p.m.



Katrine Community Centre
6 Browns Drive, Katrine, ON



Township of Armour, Host



THIS WILL BE A COMBINED IN-PERSON/ELECTRONIC MEETING

AGENDA

Video Recording Disclaimer & Land Acknowledgement – Mayor Rod Ward

Welcome – Mayor Rod Ward

Approval of the Notes – February 23, 2026 – Resolution (1)

Declaration of Pecuniary Interest and General Nature Thereof

List of proposed resolutions (2)

Discussion Items:

1. Joint Arena Services Agreement (3)
2. Joint Waste Management Services Agreement (4)
3. TRI R Landfill Sub Committee Report (5)
4. New Fire Hall Construction Update (6)
5. Canada Day Fireworks – Volunteers (7)
6. October Meeting Rescheduling due to Voting Day Conflict (8)

Any other business?

Next Meeting – Monday, _____, 2026 at 7:00 p.m. – Burk’s Falls to Host

Adjourn

Any member of the public who wishes to attend the virtual TRI Council meeting may contact the Township of Armour’s Municipal Clerk by 4:00 pm on Monday, June 22, 2026 by email at clerk@armourtownship.ca

TRI -COUNCIL
TOWNSHIP OF RYERSON / VILLAGE OF BURK'S FALLS /
TOWNSHIP OF ARMOUR
NOTES OF MEETING
 FEBRUARY 23, 2026

The Tri-Council meeting of the Council of the Township of Ryerson, Council of the Township of Armour and the Council of the Village of Burk's Falls was held on Monday February 23, 2026, at 7:00 p.m. at the Young at Heart Seniors Centre, 136 Yonge Street, Burk's Falls.

Attendance:

Township of Ryerson: Councillors Beverly Abbott, Glenn Miller, Delynne Patterson, and Dan Robertson. Staff: Brayden Robinson, Treasurer; Kelly Morissette, Administrative Assistant; Nancy Field, Acting CAO/Clerk; Joe Readman, Fire Chief.

Township of Armour: Mayor Rod Ward, Councillors Wendy Whitwell, Jerry Brandt, and Dorothy Haggart-Davis. Staff: Dave Gray, CAO; Charlene Watt, Clerk, Alison McGregor, Treasurer, Amy Tilley, Waste Management Administrator.

Village of Burk's Falls: Mayor Chris Hope, Councillors Nancy Kyte, Ashley Brandt, Ryan Baptiste and Sean Cotton. Staff: Denis Duguay, Clerk-Administrator, Camille Barr, Deputy Clerk, Graham Smith, Arena Manager, Christina Merrick, Assistant Arena Manager.

Public: Doreen Mork, Diane Brandt and Nieves Guijarro, Jon Hind, Marie Stitt, Yvon Dugas

Regrets: Mayor Sterling, Councillor Blakelock.

1. The meeting was called to order at 7:00 pm by Deputy Mayor Miller.
Deputy Mayor Miller welcomed all the participants.
2. Adoption of Minutes. Moved by Chris Hope Seconded by Delynne Patterson.
Be it resolved that the meeting notes from the Tri Council meeting of October 27, 2025, be accepted as amended. (Carried)
3. Declaration of Pecuniary Interest: None
4. Armour Ryerson and Burk's Falls Memorial Arena 2025 Budget Actual Reports:
G. Smith, Arena Manager provided Councils with a verbal overview of the 2025 budget actuals. Unexpected expenses for 2025 were reviewed and it was identified that the arena came in under budget for 2025. G. Smith provided Councils with information on the new hydro global inflation rate, Councils had concerns regarding the monthly hydro costs. It was recommended that the arena look into different ways to power the arena that would be more sustainable. G. Smith proposed charging an additional \$5 – \$10 capital surcharge on top of arena rental costs.

G. Smith went through the 2026 draft budget. Concerns were brought up in regard to the arena bookings and the revenue vs expenses; it was discussed that currently the arena has a contract until 2028 with Winning Techniques to provide summer ice for their program, summer ice can be revisited upon completion of that agreement.

C. Merrick, Assistant Arena Manager, provided Councils with the capital budget items.

5. TRI R Landfill and Recycling Report & 2026 Draft Budget:

A. Tilley, Waste Management Administrator, spoke with Councils regarding the landfill. It was highlighted that she is looking into diverting demolition materials to other landfills, as there has been an increase of this waste to the landfill. A. Tilley has secured a 3-year agreement with circular materials, and it seems to be working well so far. A request for a landfill sub-committee consisting of 1 or 2 Councillors per township would be beneficial to review the infrastructure and identify a 10-year plan for the landfill equipment. There is a 10% decrease in the budget for 2026.

6. 2026 Draft Fire Budget/ First Due Software Report/ Fire Hall Build.

J. Readman, Fire Chief provided Council with an updated draft fire budget for 2026. Items that were changed were identified to Council. R. Readman spoke on the new fire software program being proposed, key highlights of the program were presented. Updates to the fire hall build were verbally provided. It was also indicated that Ransome Well Drilling has donated a well to the Fire Department.

7. Library Lease Report:

Mayor Hope presented the library lease report. A maintenance and financial sustainability study was completed for library. The study provided what is required for the maintenance of the library building currently and moving forward in the next 10 plus years. More detailed information can be provided by reaching out to Burk's Falls staff. The library budget has not yet been finalized but will be available for the next meeting in May.

8. **Next meeting.** The next Tri-council meeting will be held on May 25, 2026, hosted by Armour Township.

9. **Adjournment**

Motion to Adjourn. Moved by Dorothy Haggart-Davis Seconded by Dan Robertson
Be it resolved that we do now adjourn this February 23, 2026, Tri-Council meeting at 8:21p.m. The next Tri-Council meeting will be held on May 25, 2026, hosted by Armour Township.

(Carried)

LIST OF PROPOSED RESOLUTIONS FOR JUNE 22, 2026

ITEM # ON AGENDA (1)

TRI-2026-3

That the TRI Council of the Township of Armour, Township of Ryerson and the Village of Burk's Falls approve the notes of the TRI Council meeting held on February 23, 2026, as circulated

ITEM # ON AGENDA (3/4)

TRI-2026-4

WHEREAS Section 20(1) and 20(2) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies;

AND WHEREAS the Council of each of The Township of Armour, The Township of Ryerson, and The Village of Burk's Falls deems it appropriate and in the public interest to enter into agreements with respect to the Armour, Ryerson and Burk's Falls Memorial Arena and the TRI-R Communal Landfill;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Armour supports entering into agreements for these shared services;

AND FURTHER THAT each municipal Council shall bring forward by-laws authorizing the execution of the Joint Arena Services Agreement and the Joint Waste Management Services Agreement at their next regularly scheduled Council meeting or as soon as possible thereafter.

ITEM # ON AGENDA (3/4)

TRI-2026-5

WHEREAS Section 20(1) and 20(2) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies;

AND WHEREAS the Council of each of The Township of Armour, The Township of Ryerson, and The Village of Burk's Falls deems it appropriate and in the public interest to enter into agreements with respect to the Armour, Ryerson and Burk's Falls Memorial Arena and the TRI-R Communal Landfill;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Ryerson supports entering into agreements for these shared services;

AND FURTHER THAT each municipal Council shall bring forward by-laws authorizing the execution of the Joint Arena Services Agreement and the Joint Waste Management Services Agreement at their next regularly scheduled Council meeting or as soon as possible thereafter.

ITEM # ON AGENDA (3/4)

TRI-2026-6

WHEREAS Section 20(1) and 20(2) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies;

AND WHEREAS the Council of each of The Township of Armour, The Township of Ryerson, and The Village of Burk's Falls deems it appropriate and in the public interest to enter into agreements with respect to the Armour, Ryerson and Burk's Falls Memorial Arena and the TRI-R Communal Landfill;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Village of Burk's Falls supports entering into agreements for these shared services;

AND FURTHER THAT each municipal Council shall bring forward by-laws authorizing the execution of the Joint Arena Services Agreement and the Joint Waste Management Services Agreement at their next regularly scheduled Council meeting or as soon as possible thereafter.

ITEM # ON AGENDA (8)

TRI-2026-7

WHEREAS the regularly scheduled TRI Council meeting falls on Monday, October 26, 2026, which is also Municipal Election Voting Day;

AND WHEREAS TRI Council wishes to reschedule the meeting to avoid conflict with the municipal election process;

NOW THEREFORE BE IT RESOLVED THAT the regular TRI Council meeting scheduled for the last Monday in October 2026 be rescheduled to _____, 2026.

ITEM # ON AGENDA

TRI-2026-8

That the TRI Council of the Township of Armour, Township of Ryerson and the Village of Burk's Falls adjourn this regular TRI Council meeting at _____ p.m. until the next TRI Council meeting scheduled for _____, 2026 to be hosted by the Village of Burk's Falls.

JOINT ARENA SERVICES AGREEMENT

This Agreement made effective this day of June, 2026

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

-and-

**THE CORPORATION OF THE MUNICIPALITY OF THE VILLAGE OF BURK'S
FALLS**

-and-

THE CORPORATION OF THE TOWNSHIP OF RYERSON

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide for their joint benefit any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Armour, Burk's Falls and Ryerson have jointly operated, and desire to continue to jointly operate, Arena Services;

AND WHEREAS Armour, Burk's Falls and Ryerson wish to set out their respective rights and obligations regarding the provision of such Services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

I. DEFINITIONS

1. In this Agreement including in the recitals above,
 - (a) "**Act**" means the *Municipal Act, 2001*, S.O. 2001, c.25;
 - (b) "**Administer**" means to provide the Service to the public in accordance with Applicable Law, and "**Administration**" has the same meaning;
 - (c) "**Administrative Services**" means those services as set out in section 10 of this Agreement;
 - (d) "**Agreement**" means this Joint Arena Services Agreement and all Schedules and Exhibits attached to this Agreement;
 - (e) "**Arena Services**" means all Services related to the provision of a place of recreation, known as the "Armour, Ryerson and Burk's Falls Memorial Arena and

Karl Crozier Community Centre” located at 220 Centre Street in Burk’s Falls, Ontario; including an ice surface, banquet hall, kitchen, bar, and ancillary interior and exterior space, with parking;

- (f) “**Applicable Law**” means any applicable statute, ordinance, decree, regulation or by-law or any rule, circular, directive, license, consent, permit, authorization, concession or other approval issued by any Government Authority which has appropriate jurisdiction;
- (g) “**Armour**” means The Municipal Corporation of the Township of Armour;
- (h) “**Burk’s Falls**” means The Corporation of the Municipality of the Village of Burk’s Falls;
- (i) “**Business Days**” means any day other than a Saturday, Sunday or statutory holiday;
- (j) “**Calendar Days**” means consecutive days, including Saturday, Sunday or statutory holiday;
- (k) “**Capital Expenditure**” means any expenditure related to machinery, equipment, vehicles and furniture reported as a tangible capital asset on the audited financial statement of the Service;
- (l) “**Capital Items**” means machinery, equipment, vehicles and furniture required to provide the Service;
- (m) “**Council**” means the municipal council of each of Armour, Burk’s Falls and Ryerson, or all of them together, as the context requires;
- (n) “**Emergency**” means any unplanned event, activity, circumstance that constitutes a threat to the operation of the Service and/or requires the stoppage of the delivery of the Service, in whole or in part and may include both person-caused and natural-caused events, activities and circumstances;
- (o) “**Expenditure**” means funds used by the Administering Municipality to obtain new assets, improve existing ones or reduce a liability;
- (p) “**Government Authority**” means any government, regulatory authority, ministry, board, department, court or other law, regulation or rule-making entity, having jurisdiction or authority over the matter in issue, but excludes a municipality or any of its local boards;
- (q) “**Head of Council**” means the Mayor of each Municipality, as applicable;
- (r) “**Municipality**” means any of Armour, Burk’s Falls or Ryerson, as the context requires, and “**Municipalities**” means all of them or any two of them, as the context requires;

- (s) “**Net Cost**” means all operating, capital and real property capital expenditures of the Service less all revenues generated by the Service including, but not limited to, government grants, user fees, rents, sales and donations and “**Net Costs**” has the same meaning;
- (t) “**Real Property**” means land, land improvement and any building or buildings erected upon the land used to provide a Service;
- (u) “**Real Property Capital Expenditure**” means any expenditure related to land, land improvements and buildings reported as a tangible capital asset on the audited financial statements of a Service;
- (v) “**Remaining Municipality**” means one or more Municipalities which elect to continue providing Arena Services after receiving notification of withdrawal from one or more Parties to this agreement, and “**Remaining Municipalities**” has the same meaning.
- (w) “**Report**” means that Report referred to in clause 10(f) of the Agreement, in the form required by the Administering Municipality and “**Reporting**” has the same meaning;
- (x) “**Ryerson**” means The Corporation of the Township of Ryerson;
- (y) “**Service**” means the Arena Services, and “**Services**” has the same meaning;
- (z) “**Tri-Council Meeting**” means a meeting between the Councils of each of the parties, with a quorum from the Council of each party present, such quorum including the Head of Council or designate from each party.
- (aa) “**Withdrawing Municipality**” means a Municipality which has provided written notice of its intent to withdraw from the Agreement, as per the notice provisions outlined in Section 3.

II. TERM OF THE AGREEMENT

2. This Agreement takes effect on January 1, 2028 and the term of this Agreement is five (5) years. For clarity, the Agreement expires at 11:59 p.m. on December 31, 2032.
3. This Agreement will be automatically renewed every five (5) years unless one of the Municipalities advises the other Municipalities, in writing one (1) year in advance of the date of expiry set out in Section 2 of this Agreement, that it wishes to withdraw or renegotiate all or part of this Agreement.
4. If one of the Municipalities has requested a renegotiation of this Agreement and the renegotiated agreement is not in place at the expiry date of this Agreement as set out in Section 2 of this Agreement, this Agreement will remain in place until a new agreement is in force and effect.

5. Upon receipt of a notice of withdrawal from another Municipality, the Head of Council of a municipality may call a Tri-Council Meeting to discuss such notice and to consider steps that may be taken to engage the dispute resolution provisions of this Agreement.
6. If the Council that sent notice pursuant to Part 2 of this Agreement sends further notice within the one (1) year period set out in Part 2 of this Agreement, the provisions of Parts 9 and 10 of this Agreement are no longer applicable and the Agreement renews as provided for in this Agreement as if the original notice was never given.

III. THE JOINT SERVICE

Ownership, Operation and Maintenance

7. The ownership of the Real Property upon which the Service is provided is set out in **Schedule “A”** to this Agreement.
8. The Administering Municipality shall operate and maintain the Real Property and Capital Items associated with the Service it Administers in good condition and in accordance with Applicable Law.

Administration, Cost Sharing, Oversight and Reporting

9. Burk’s Falls shall serve as the Administering Municipality of the Joint Arena Service.
10. For the purposes of this Agreement, the Administrative Services to be provided by the Administering Municipality are as follows:
 - (a) Operation of the Service in compliance with Applicable Law;
 - (b) Staffing for the Service, through employees, contractors or agents, as the Municipality deems appropriate, in accordance with its policies and procedures and Applicable Law;
 - (c) Ensure that policies and procedures are in place with respect to procurement, employment, health and safety, asset management, fees and charges, and record retention, all in compliance with Applicable Law;
 - (d) Reporting to and communicating with any government ministry or agency, including but not limited to the Ontario Ministry of the Environment, Conservation, and Parks, the Ontario Ministry of Municipal Affairs, the Ontario Ministry of Sport, and the Ontario Ministry of Finance, with respect to the Service, as may be required by Applicable Law;
 - (e) Maintain financial records with respect to the Service and report to the other Municipalities as required by this Agreement with respect to budgets, revenues, expenses, audits and other financial activities related to the Service; and

- (f) Reporting, on a quarterly basis, in the form required by the Administering Municipality, to the other Municipalities.
11. Burk's Falls shall not charge any additional fees to the other Municipalities to Administer the Service.

IV. TRI-COUNCIL AND SUBCOMMITTEE MEETINGS

12. Tri-Council meetings shall be held up to four (4) times each calendar year, and shall be subject to the following provisions:
- (a) Meetings shall be held at 7:00 p.m. local time on the last Monday of the month. Meetings may be rescheduled with confirmation in writing from all participating municipalities.
 - (b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Arena Service.
 - (c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.
 - (d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.
 - (e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.
13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Arena Services, and function based on the Terms of Reference established therefor.
14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Arena Services, and to work collaboratively to improve service delivery and future planning regarding the Arena Service. The Committee exists to keep partners informed on operational challenges faced by the Arena Service, service delivery issues, and provide representation from each of the Partner Councils.
15. The Arena Manager, and/or designate, may be present at select Committee meetings to provide technical input or advice relating to the Arena Service.
16. The Committee shall endeavour to meet quarterly, at a schedule to be determined amongst its members.
17. The Committee shall not direct any of the Administrative Services provided by Burk's Falls or provide direction to employees of the Arena Service.

V. BUDGETS AND FINANCIAL REPORTING

18. The Administering Municipality shall prepare, on an annual basis, a draft operating and a capital budget for the Arena Service.
 - (a) Such draft budgets shall be presented at the October Tri-Council Meeting of each calendar year and, once reviewed at such Tri-Council Meeting, shall be presented for consideration to each Municipality's Council at its next regular meeting and each Municipality shall report to the other Municipalities the outcome of such meeting.
 - (b) Based on the comments received, the Administering Municipality shall prepare a final budget proposal and forward it to the other Municipalities, through the respective Municipal clerks, by the last Friday in January of each year.
 - (c) Each Municipality shall bring a resolution to the February Tri-Council Meeting indicating whether or not it supports the budget for the Arena Service.
 - (d) The budget for the Arena Service shall be implemented once approved by all Municipalities subject to this Agreement.
19. Prior to the preparation and presentation of the annual budget, the Administering Municipality shall notify the other Municipalities of the user fees established for the Arena Service and shall send, on an annual basis, a copy of its by-law establishing such fees to the other Municipalities when it circulates the annual budget.
20. If any Municipality does not agree to the proposed budget, the contributions from all Municipalities to the budget shall not change from the most recently approved budget until all Municipalities agree to the proposed budget.
21. From the time the annual budget for the Service is approved by each Council, the Administering Municipality shall provide, every three (3) months thereafter, in writing, a budget to actual report to the other Municipalities, through the Clerk of each Municipality.
22. Once the budget is approved by each Municipality, the following will apply:
 - (a) Any change(s) to the approved budget which would increase the net total of the approved budget shall require the approval of each of the Municipalities in order to be implemented. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.
 - (b) An overspending of the budget does not constitute a change to the budget but shall be reported by the Administering Municipality to the other Municipalities with an explanation of and reason(s) for the overspending.

23. If circumstances arise in any calendar year where any unbudgeted Expenditure becomes necessary, as determined by the Administering Municipality, the Administering Municipality shall provide a written explanation of the unbudgeted Expenditure, including its impact on the Administration and delivery of the Service, and shall provide an estimate of the cost of the unbudgeted Expenditure to each of the other Municipalities, through the respective Clerks, for consideration by each, to consider such item at its next regularly scheduled meeting of Council.
 - (a) If all Municipalities cannot agree on proceeding with the unbudgeted Expenditure, within thirty (30) Calendar Days of the date of the written explanation, the Head of Council for the Administering Municipality shall call a Tri-Council Meeting, to be held no later than fifteen (15) Calendar Days following the call of the meeting and at that meeting the unbudgeted Expenditure shall be considered and will only go forward if approved by each Municipality. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.
24. The Administering Municipality is responsible to ensure that its auditor carries out an audit, on an annual basis, for the Service and shall provide a copy of its audited financial statements to the other Municipalities within ten (10) Business Days after they are received from its auditor.

VI. ADMINISTRATION OF COST SHARING

25. The Net Cost of the Services shall be shared annually as follows:
 - (a) Township of Armour: 1/3
 - (b) Village of Burk's Falls: 1/3
 - (c) Township of Ryerson: 1/3
26. The Administering Municipality shall invoice the other Municipalities quarterly (March 1st, June 1st, September 1st and December 1st) for their share of the Service and such invoices are due within thirty (30) Calendar Days of issuance.
27. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

VII. INDEMNIFICATION AND INSURANCE

28. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties, their respective officials, employees, agents, and contractors (the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including reasonable legal fees and costs) arising out of or related to:

- (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;
 - (b) Any breach by the Indemnifying Party of any provision of this Agreement;
 - (c) The operation and funding of the Arena Services during the term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties.
29. This indemnification obligation shall survive the termination or expiration of this Agreement, and each Party's indemnification obligations shall be limited to its proportional contribution to the funding and operation of the Arena Services as set out herein.
30. During the term of this Agreement, each Municipality shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, environmental liability and property damage. Such policy shall:
- (a) Have inclusive limits of not less than five million dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - (b) Name the other parties as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - (c) Include a Non-Owned automobile endorsement.
31. During the term of this Agreement, each Municipality shall obtain and maintain in full force and effect, automobile liability insurance in the amount of two million dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
32. If any Municipality receives a notice of claim, action, application, order, or any other insurance or legal proceeding in respect of the Arena Service, it shall, within five (5) Business Days, provide a copy of such to the other Municipalities.

VIII. EMERGENCY SITUATIONS

33. From time-to-time Emergencies may arise and, in such circumstances, the Municipalities shall cooperate to the best of their abilities regarding public communication about the impact of the Emergency on the Service. The Administering Municipality shall take the lead on the response to the Emergency.
34. As soon as practical following the identification and initial handling of an Emergency, the Head of Council for the Administering Municipality shall call for a Tri-Council Meeting to address any Administration and budget issues that may have arisen due to the Emergency.

IX. RESOLUTION OF DISPUTES

35. In the event of any dispute arising out of or in connection with this Agreement, the Chief Administrative Officer and one representative Member of Council from each of the Parties shall meet to discuss the dispute and attempt to form a resolution. Should informal discussions fail to resolve the dispute, the Parties agree to then attempt to resolve the matter through formal mediation. If mediation fails, the dispute shall be referred to arbitration in accordance with the rules of the Ontario Arbitration Act. The Parties agree that all of the aforementioned steps are required to be taken, prior to issuing a notice of withdrawal.

X. TERMINATION OF AGREEMENT/WITHDRAWAL FROM SHARED SERVICES

36. If any Municipality wishes to withdraw from participation in the shared delivery of the Service and wishes to terminate the Agreement, it shall give such notice in writing, as provided for in Part 2 of this Agreement, to the other Municipalities, accompanied by a resolution of Council indicating such decision to withdraw.
37. If notice of withdrawal is received prior to the dispute resolution procedures as established in Section 35 being engaged, said notice shall be deemed not to be in effect and the party issuing the notice shall be directed to engage in the formal dispute resolution procedures as outlined.
38. If notice to terminate this Agreement/withdraw from the shared delivery of the Services is given and the Municipality giving such notice reverses such decision within the notice period provided for in Part 2 of this Agreement, the shared delivery of Services and this Agreement will continue as if such notice was never given, unless the Municipalities amend or reconstitute this Agreement and then such agreement will continue on such new terms as may be memorialized in this Agreement or any successor agreement.

XI. DISSOLUTION

39. Upon the effective termination of this Joint Arena Services Agreement, the assets and liabilities shall be distributed in accordance with the provisions set out in **Schedule "B"** to this Agreement.

XII. NOTICE

40. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally, by facsimile transmission, or by electronic mail with the sender's name, address, electronic mail address and telephone number included and confirmation of receipt is provided (which confirmation shall not be unreasonably withheld by any Municipality) as follows:

The Municipal Corporation of the Township of Armour

Attention: Clerk
56 Ontario Street, P.O. Box 533
Burk's Falls, ON P0A 1C0
Fax: 705-382-2068
Email: clerk@armourtownship.ca

The Corporation of the Municipality of the Village of Burk's Falls

Attention: Clerk
172 Ontario Street, P.O. Box 160
Burk's Falls, ON P0A 1C0
Fax: 705-382-2273
Email: clerk@burksfalls.ca

The Corporation of the Township of Ryerson

Attention: Clerk
28 Midlothian Road
Burk's Falls, ON P0A 1C0
Fax: 705-382-3286
Email: clerk@ryersontownship.ca

41. Any notice or communication delivered personally shall be deemed to have been received by the addressee on the day upon which it is delivered. Any notice delivered or sent by facsimile or electronic mail transmission shall be deemed to have been received by the addressee on the next business day after the notice is sent by facsimile or electronic mail transmission. Any Municipality may change its notice information for the purpose of this Agreement by directing a notice in writing of such change to the other Municipalities at the above addresses and thereafter such changed information shall be effective for the purposes hereunder.

XIII. FORCE MAJEURE

42. Whenever and to the extent that any Municipality is unable to fulfil, or is delayed or restricted in the fulfilment of, any obligation hereunder in respect of the supply or provision of the Service or utility or the doing of any work or the making of any repairs, by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation, or by reason of any statute, law, by-law or order-in-council or any regulation or order passed or made pursuant thereto, or by reason of the order or direction of any legislative, administrative or judicial body, controller or board, or any governmental department or any governmental officer or other authority having jurisdiction, or by reason of its inability to procure any licence or permit required therefor, or by reason of not being able to obtain any permission or authority required therefor, or by reason of any strikes, lockouts, slow-downs or other combined action of workmen, or shortages of material, or act of war, act of God, adverse weather conditions, unexpected

soil, groundwater or other subsurface or other conditions or any other cause beyond its reasonable control, such Municipality shall be relieved from the fulfilment of such obligation so long as such cause continues. In such event the impacted Municipality will immediately notify the other Municipalities, and each will work together to communicate with the public and explore options for the provision of the Service.

XIV. GENERAL PROVISIONS

Severability and Jurisdiction

43. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

Legislative Change

44. References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

Entire Agreement

45. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

Laws of Ontario

46. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

Amendments

47. This Agreement shall not be modified or amended except with the written consent of all Municipalities and no modification or amendment to this Agreement binds any Municipality unless in writing and executed by the Municipality intended to be bound.

Counterparts

48. This Agreement may be executed in counterparts and delivered by email transmission and each such counterpart, whether delivered executed in its original form or by email transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.

Headings and Wording

49. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
50. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
51. The Municipalities have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Municipalities, and no presumption or burden of proof shall arise favouring or disfavouring any Municipality by virtue of the authorship of any of the provisions of this Agreement.
52. No Municipality shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Municipalities. Any such assignment shall not relieve any Municipality of its obligations herein. This Agreement shall be binding upon and endure to the benefit of the parties and their successors and permitted assigns and heirs.
53. No Municipality shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Municipalities, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Municipality in such proceedings.
54. The Schedules attached hereto which form part of this Agreement are as follows:
- Schedule “A” - Real Property Ownership
 - Schedule “B” - Dissolution of Assets

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement, made and effective as of the day of June, 2026.

**THE MUNICIPAL CORPORATION OF
THE TOWNSHIP OF ARMOUR**

Mayor

Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF THE VILLAGE OF
BURK'S FALLS**

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF
RYERSON**

Mayor

Clerk

DRAFT

**SCHEDULE A
REAL PROPERTY OWNERSHIP**

Armour, Ryerson and Burk's Falls Memorial Arena and Karl Crozier Community Centre

- Municipally known as 220 Centre Street, Burk's Falls, Ontario.
- The Village of Burk's Falls is listed on the parcel register/title solely as registered owner of the property.
- Each Municipality holds one third (1/3) of the unregistered equitable ownership in the Real Property, which terminates immediately upon the termination or dissolution of this Agreement.

SCHEDULE B DISSOLUTION OF ASSETS

Upon dissolution of Joint Arena Services or termination of the Agreement, the assets for the Service shall be distributed as set out below.

1.1. Ownership of the Real Property

- a. **Termination of Agreement by Burk's Falls:** If Burk's Falls is the Withdrawing Municipality, the title ownership of the Real Property remains with Burk's Falls, and the equitable ownership interests of the other Municipalities revert to Burk's Falls with no compensation owing to those Municipalities.
- b. **Termination of Agreement by Other Party:** If Armour or Ryerson is the Withdrawing Municipality, the title ownership of the Real Property remains with Burk's Falls, and the equitable ownership interests of the Withdrawing Municipality reverts to Burk's Falls with no compensation owing to that Municipality. The other Remaining Municipality, if any, shall continue to hold an unregistered equitable interest in the Real Property.

1.2. Dissolution of Capital Items

Upon termination of the Joint Arena Services Agreement, the dissolution of non-Real Property Capital Items shall be addressed as follows:

- a. **Joint Assumption by Remaining Municipalities:** The Remaining Municipalities shall have the right of first refusal to jointly assume all Capital Items for the continued operation and funding of the Arena Service. The Withdrawing Municipality shall have no entitlement to any share of the Capital Items following its withdrawal.
- b. **Sole Assumption by One Municipality:** If only one of the Remaining Municipalities elects to assume all Capital Items, that municipality shall compensate the other Remaining Municipality in accordance with their respective cost-sharing percentages. The Withdrawing Municipality shall not be entitled to any compensation in respect of the Capital Items.
- c. **Disposal of Capital Items:** If neither of the Remaining Municipalities elects to assume the Capital Items, the Capital Items shall be sold or otherwise disposed of. The net proceeds of such disposal shall be distributed among all Parties in accordance with their respective cost-sharing percentages. Notwithstanding the foregoing, the Withdrawing Municipality's share of the proceeds shall be reduced by an amount equal to any costs or losses reasonably incurred by the Remaining Municipalities as a result of the withdrawal.

1.3. Long Term Debt and Capital Leases

Upon termination of the Joint Arena Services Agreement, any long-term debt or capital leases listed on the Arena Service's audited financial statements shall be assumed by the municipality or municipalities assuming responsibility for the Arena Service. No compensation shall be owed by the other municipality or municipalities for such debt or leases.

1.4. Other Recorded Assets or Liabilities

All other Assets and Liabilities recorded on the Service's audited financial statements shall be assumed by the municipality or municipalities assuming responsibility for the Arena Service. No compensation shall be owed by the other municipality or municipalities for the assumption of such assets and liabilities.

1.5. Unrecorded Assets or Liabilities

Upon termination of the Joint Arena Services Agreement, any unrecorded assets or liabilities of the Arena Service shall be the responsibility of the Remaining Municipality or Municipalities that assume the Arena Service. The Withdrawing Municipality shall have no entitlement to any share of such assets, nor shall it bear any responsibility for such liabilities, regardless of whether they relate to activities that occurred before or after termination of the Joint Arena Services Agreement.

In the event that only one of the Remaining Municipalities assumes the Arena Service, that municipality shall compensate the other Remaining Municipality for its share of any such unrecorded asset or liability in accordance with their respective cost-sharing percentages.

1.6. Acknowledgement of Forfeiture Consequences

Each Municipality acknowledges and agrees that the provisions of this Schedule "B" may result in a Withdrawing Municipality forfeiting any entitlement to compensation, reimbursement, equitable interest, proceeds, Capital Items, assets, or other financial interest relating to the Arena Service, except as expressly provided herein.

JOINT WASTE MANAGEMENT SERVICES AGREEMENT

This Agreement made effective this day of June, 2026

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

-and-

THE CORPORATION OF THE MUNICIPALITY OF THE VILLAGE OF BURK'S FALLS

-and-

THE CORPORATION OF THE TOWNSHIP OF RYERSON

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide for their joint benefit any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Armour, Burk's Falls and Ryerson have jointly operated, and desire to continue to jointly operate, Waste Management Services;

AND WHEREAS Armour, Burk's Falls and Ryerson wish to set out their respective rights and obligations regarding the provision of such Services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of good and other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to each of the other parties hereto, the receipt whereof is hereby acknowledged, the parties hereto hereby covenant, promise and agree with each other as follows:

I. DEFINITIONS

1. In this Agreement including in the recitals above,
 - (a) "**Act**" means the *Municipal Act, 2001*, S.O. 2001, c.25;
 - (b) "**Administer**" means to provide the Service to the public in accordance with Applicable Law, and "**Administration**" has the same meaning;
 - (c) "**Administrative Services**" means those services as set out in section 10 of this Agreement;
 - (d) "**Agreement**" means this Joint Waste Management Services Agreement and all Schedules and Exhibits attached to this Agreement;
 - (e) "**Applicable Law**" means any applicable statute, ordinance, decree, regulation or by-law or any rule, circular, directive, license, consent, permit, authorization,

concession or other approval issued by any Government Authority which has appropriate jurisdiction;

- (f) “**Armour**” means The Municipal Corporation of the Township of Armour;
- (g) “**Burk’s Falls**” means The Corporation of the Municipality of the Village of Burk’s Falls;
- (h) “**Business Days**” means any day other than a Saturday, Sunday or statutory holiday;
- (i) “**Calendar Days**” means consecutive days, including Saturday, Sunday or statutory holiday;
- (j) “**Capital Expenditure**” means any expenditure related to machinery, equipment, vehicles and furniture reported as a tangible capital asset on the audited financial statement of the Service;
- (k) “**Capital Items**” means machinery, equipment, vehicles and furniture required to provide the Service;
- (l) “**Council**” means the municipal council of each of Armour, Burk’s Falls and Ryerson, or all of them together, as the context requires;
- (m) “**Emergency**” means any unplanned event, activity, circumstance that constitutes a threat to the operation of the Service and/or requires the stoppage of the delivery of the Service, in whole or in part and may include both person-caused and natural-caused events, activities and circumstances;
- (n) “**Expenditure**” means funds used by the Administering Municipality to obtain new assets, improve existing ones or reduce a liability;
- (o) “**Government Authority**” means any government, regulatory authority, ministry, board, department, court or other law, regulation or rule-making entity, having jurisdiction or authority over the matter in issue, but excludes a municipality or any of its local boards;
- (p) “**Head of Council**” means the Mayor of each Municipality, as applicable;
- (q) “**Municipality**” means any of Armour, Burk’s Falls or Ryerson, as the context requires, and “**Municipalities**” means all of them or any two of them, as the context requires;
- (r) “**Net Cost**” means all operating, capital and real property capital expenditures of the Service less all revenues generated by the Service including, but not limited to, government grants, user fees, rents, sales and donations and “**Net Costs**” has the same meaning;

- (s) **“Real Property”** means land, land improvement and any building or buildings erected upon the land used to provide a Service;
- (t) **“Real Property Capital Expenditure”** means any expenditure related to land, land improvements and buildings reported as a tangible capital asset on the audited financial statements of a Service;
- (u) **“Remaining Municipality”** means one or more Municipalities which elect to continue providing Waste Management Services after receiving notification of withdrawal from one or more Parties to this agreement, and **“Remaining Municipalities”** has the same meaning.
- (v) **“Report”** means that Report referred to in clause 10(f) of the Agreement, in the form required by the Administering Municipality and **“Reporting”** has the same meaning;
- (w) **“Ryerson”** means The Corporation of the Township of Ryerson;
- (x) **“Service”** means the Waste Management Services, and **“Services”** has the same meaning;
- (y) **“Tri-Council Meeting”** means a meeting between the Councils of each of the parties, with a quorum from the Council of each party present, such quorum including the Head of Council or designate from each party.
- (z) **“Waste Management Services”** means the operation, administration, and decommissioning of a landfill and recycling/re-use centre located at 141 Chetwynd Road in the Township of Armour, all in accordance with Certificate of Approval A521003, issued February 10, 1972 as amended on March 28, 2017 and as may be further amended by the Ontario Ministry of the Environment, Conservation and Parks pursuant to the *Environmental Protection Act*, R.S.O. 1990, c. E.19 or other applicable legislation.
- (aa) **“Withdrawing Municipality”** means a Municipality which has provided written notice of its intent to withdraw from the Agreement, as per the notice provisions outlined in Section 3.

II. TERM OF THE AGREEMENT

2. This Agreement takes effect on January 1, 2028 and the term of this Agreement is five (5) years. For clarity, the Agreement expires at 11:59 p.m. on December 31, 2032.
3. This Agreement will be automatically renewed every five (5) years unless one of the Municipalities advises the other Municipalities, in writing one (1) year in advance of the date of expiry set out in Section 2 of this Agreement, that it wishes to withdraw or renegotiate all or part of this Agreement.

4. If one of the Municipalities has requested a renegotiation of this Agreement and the renegotiated agreement is not in place at the expiry date of this Agreement as set out in Section 2 of this Agreement, this Agreement will remain in place until a new agreement is in force and effect.
5. Upon receipt of a notice of withdrawal from another Municipality, the Head of Council of a municipality may call a Tri-Council Meeting to discuss such notice and to consider steps that may be taken to engage the dispute resolution provisions of this Agreement.
6. If the Council that sent notice pursuant to Part 2 of this Agreement sends further notice within the one (1) year period set out in Part 2 of this Agreement, the provisions of Parts 9 and 10 of this Agreement are no longer applicable and the Agreement renews as provided for in this Agreement as if the original notice was never given.

III. THE JOINT SERVICE

Ownership, Operation and Maintenance

7. The ownership of the Real Property upon which the Service is provided is set out in **Schedule “A”** to this Agreement.
8. The Administering Municipality shall operate and maintain the Real Property and Capital Items associated with the Service it Administers in good condition and in accordance with Applicable Law.

Administration, Cost Sharing, Oversight and Reporting

9. Armour shall serve as the Administering Municipality of the Joint Waste Management Service.
10. For the purposes of this Agreement, the Administrative Services to be provided by the Administering Municipality are as follows:
 - (a) Operation of the Service in compliance with Applicable Law;
 - (b) Staffing for the Service, through employees, contractors or agents, as the Municipality deems appropriate, in accordance with its policies and procedures and Applicable Law;
 - (c) Ensure that policies and procedures are in place with respect to procurement, employment, health and safety, asset management, fees and charges, and record retention, all in compliance with Applicable Law;
 - (d) Reporting to and communicating with any government ministry or agency, including but not limited to the Ontario Ministry of the Environment, Conservation and Parks, the Ontario Ministry of Municipal Affairs, the Ontario Ministry of Sport, and the Ontario Ministry of Finance, with respect to the Service, as may be required by Applicable Law;

- (e) Maintain financial records with respect to the Service and report to the other Municipalities as required by this Agreement with respect to budgets, revenues, expenses, audits and other financial activities related to the Service; and
 - (f) Reporting, on a quarterly basis, in the form required by the Administering Municipality, to the other Municipalities.
11. Armour shall not charge any additional fees to the other Municipalities to Administer the Service.

IV. TRI-COUNCIL AND SUBCOMMITTEE MEETINGS

12. Tri-Council meetings shall be held up to four (4) times each calendar year, and shall be subject to the following provisions:
- (a) Meetings shall be held at 7:00 p.m. local time on the last Monday of the month. Meetings may be rescheduled with confirmation in writing from all participating municipalities.
 - (b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Waste Management Service.
 - (c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.
 - (d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.
 - (e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.
13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Waste Management Services, and function based on the Terms of Reference established therefor.
14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Waste Management Services, and to work collaboratively to improve service delivery and future planning regarding the Waste Management Service. The Committee exists to keep partners informed on operational challenges faced by the Waste Management Service, service delivery issues, and provide representation from each of the Partner Councils.
15. The Waste Management Administrator, and/or designate, may be present at select Committee meetings to provide technical input or advice relating to the Waste Management Service.

16. The Committee shall endeavour to meet quarterly, at a schedule to be determined amongst its members.
17. The Committee shall not direct any of the Administrative Services provided by Armour or provide direction to employees of the Waste Management Service.

V. BUDGETS AND FINANCIAL REPORTING

18. The Administering Municipality shall prepare, on an annual basis, a draft operating and a capital budget for the Waste Management Service.
 - (a) Such draft budgets shall be presented at the October Tri-Council Meeting of each calendar year and, once reviewed at such Tri-Council Meeting, shall be presented for consideration to each Municipality's Council at its next regular meeting and each Municipality shall report to the other Municipalities the outcome of such meeting.
 - (b) Based on the comments received, the Administering Municipality shall prepare a final budget proposal and forward it to the other Municipalities, through the respective Municipal clerks, by the last Friday in January of each year.
 - (c) Each Municipality shall bring a resolution to the February Tri-Council Meeting indicating whether or not it supports the budget for the Waste Management Service.
 - (d) The budget for the Waste Management Service shall be implemented once approved by all Municipalities subject to this Agreement.
19. Prior to the preparation and presentation of the annual budget, the Administering Municipality shall notify the other Municipalities of the user fees established for the Waste Management Service and shall send, on an annual basis, a copy of its by-law establishing such fees to the other Municipalities when it circulates the annual budget.
20. If any Municipality does not agree to the proposed budget, the contributions from all Municipalities to the budget shall equal the most recently approved budget until all Municipalities agree to the proposed budget.
21. From the time the annual budget for the Service is approved by each Council, the Administering Municipality shall provide, every three (3) months thereafter, in writing, a budget to actual report to the other Municipalities, through the Clerk of each Municipality.
22. Once the budget is approved by each Municipality, the following will apply:
 - (a) Any change(s) to the approved budget which would increase the net total of the approved budget shall require the approval of each of the Municipalities in order to be implemented. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.

- (b) An overspending of the budget does not constitute a change to the budget but shall be reported by the Administering Municipality to the other Municipalities with an explanation of and reason(s) for the overspending.
- 23. If circumstances arise in any calendar year where any unbudgeted Expenditure becomes necessary, as determined by the Administering Municipality, the Administering Municipality shall provide a written explanation of the unbudgeted Expenditure, including its impact on the Administration and delivery of the Service, and shall provide an estimate of the cost of the unbudgeted Expenditure to each of the other Municipalities, through the respective Clerks, for consideration by each, to consider such item at its next regularly scheduled meeting of Council.
 - (a) If all Municipalities cannot agree on proceeding with the unbudgeted Expenditure, within thirty (30) Calendar Days of the date of the written explanation, the Head of Council for the Administering Municipality shall call a Tri-Council Meeting, to be held no later than fifteen (15) Calendar Days following the call of the meeting and at that meeting the unbudgeted Expenditure shall be considered and will only go forward if approved by each Municipality. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.
- 24. The Administering Municipality is responsible to ensure that its auditor carries out an audit, on an annual basis, for the Service and shall provide a copy of its audited financial statements to the other Municipalities within ten (10) Business Days after they are received from its auditor.

VI. ADMINISTRATION OF COST SHARING

- 25. The Net Cost of the Services shall be shared annually as follows:
 - (a) Each Municipality shall pay fifteen percent (15%) of the net costs; and
 - (b) The balance of net costs shall be shared based on the number of garbage bags the residents for each Municipality have deposited into the landfill in the prior calendar year.
- 26. Each year, at the February budget meeting, the Waste Management Administrator shall provide the final total number of garbage bags each Municipality's residents have deposited into the landfill in the prior calendar year, and these figures shall be used to allocate the remainder of the net costs between each Municipality.
- 27. Each Municipality, at its discretion, may elect to provide an allocation of subsidized garbage bags to each household in its Municipality per calendar year. The Administering Municipality shall invoice the other Municipalities monthly for the cost of any subsidized garbage bags brought to the landfill in the previous month, and such invoices are due within thirty (30) Calendar Days of issuance.

28. The Administering Municipality shall invoice the other Municipalities quarterly (March 1st, June 1st, September 1st and December 1st) for their share of the net costs of the Service and such invoices are due within thirty (30) Calendar Days of issuance.
29. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

VII. INDEMNIFICATION AND INSURANCE

30. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties, their respective officials, employees, agents, and contractors (the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including reasonable legal fees and costs) arising out of or related to:
 - (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;
 - (b) Any breach by the Indemnifying Party of any provision of this Agreement;
 - (c) The operation and funding of the Waste Management Services during the term of this Agreement, except to the extent caused by the gross negligence or willful misconduct of the Indemnified Parties.
31. This indemnification obligation shall survive the termination or expiration of this Agreement, and each Party's indemnification obligations shall be limited to its proportional contribution to the funding and operation of the Waste Management Services as set out herein.
32. During the term of this Agreement, each Municipality shall obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario, providing for, without limitation, coverage for personal injury, public liability, environmental liability and property damage. Such policy shall:
 - (a) Have inclusive limits of not less than five million dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
 - (b) Name the other parties as an additional insured with respect to any claim arising out of the obligations under this Agreement; and
 - (c) Include a Non-Owned automobile endorsement.
33. During the term of this Agreement, Armour shall obtain and maintain in full force and effect an Environmental Liability Policy in an amount of not less than five million dollars (\$5,000,000) per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury, as well as injury to or physical damage to tangible

property, or the prevention, control, repair, cleanup, or restoration of environmental impairment of the lands, the atmosphere or any water course or body of water on a sudden or accidental basis and/or gradual release. The policy will be renewed for three (3) years after termination of this Agreement. Should the policy be non-renewed, ninety (90) days' notice of said cancellation or non-renewal must be provided by the Administering Municipality to the other Municipalities, and any of the Municipalities have the right to request that an extended policy period be purchased by the Administering Municipality. Said policy shall name the other parties as an additional insured with respect to any claim arising out of the obligations under this Agreement.

34. During the term of this Agreement, each Municipality shall obtain and maintain in full force and effect, automobile liability insurance in the amount of two million dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
35. If any Municipality receives a notice of claim, action, application, order, or any other insurance or legal proceeding in respect of the Waste Management Service, it shall, within five (5) Business Days, provide a copy of such to the other Municipalities.

VIII. EMERGENCY SITUATIONS

36. From time-to-time Emergencies may arise and, in such circumstances, the Municipalities shall cooperate to the best of their abilities regarding public communication about the impact of the Emergency on the Service. The Administering Municipality shall take the lead on the response to the Emergency.
37. As soon as practical following the identification and initial handling of an Emergency, the Head of Council for the Administering Municipality shall call for a Tri-Council Meeting to address any Administration and budget issues that may have arisen due to the Emergency.

IX. RESOLUTION OF DISPUTES

38. In the event of any dispute arising out of or in connection with this Agreement, the Chief Administrative Officer and one representative Member of Council from each of the Parties shall meet to discuss the dispute and attempt to form a resolution. Should informal discussions fail to resolve the dispute, the Parties agree to then attempt to resolve the matter through formal mediation. If mediation fails, the dispute shall be referred to arbitration in accordance with the rules of the Ontario Arbitration Act. The Parties agree that all of the aforementioned steps are required to be taken, prior to issuing a notice of withdrawal.

X. TERMINATION OF AGREEMENT/WITHDRAWAL FROM SHARED SERVICES

39. If any Municipality wishes to withdraw from participation in the shared delivery of the Service and wishes to terminate the Agreement, it shall give such notice in writing, as provided for in Part 2 of this Agreement, to the other Municipalities, accompanied by a resolution of Council indicating such decision to withdraw.

40. If notice of withdrawal is received prior to the dispute resolution procedures as established in Part 9 being engaged, said notice shall be deemed not to be in effect and the party issuing the notice shall be directed to engage in the formal dispute resolution procedures as outlined.
41. If notice to terminate this Agreement/withdraw from the shared delivery of the Services is given and the Municipality giving such notice reverses such decision within the notice period provided for in Part 2 of this Agreement, the shared delivery of Services and this Agreement will continue as if such notice was never given, unless the Municipalities amend or reconstitute this Agreement and then such agreement will continue on such new terms as may be memorialized in this Agreement or any successor agreement.

XI. DISSOLUTION

42. Upon the effective termination of this Joint Waste Management Services Agreement, the assets and liabilities shall be distributed in accordance with the provisions set out in **Schedule “B”** to this Agreement.

XII. NOTICE

43. Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally, by facsimile transmission, or by electronic mail with the sender’s name, address, electronic mail address and telephone number included and confirmation of receipt is provided (which confirmation shall not be unreasonably withheld by any Municipality) as follows:

The Municipal Corporation of the Township of Armour

Attention: Clerk
56 Ontario Street, P.O. Box 533
Burk’s Falls, ON P0A 1C0
Fax: 705-382-2068
Email: clerk@armourtownship.ca

The Corporation of the Municipality of the Village of Burk’s Falls

Attention: Clerk
172 Ontario Street, P.O. Box 160
Burk’s Falls, ON P0A 1C0
Fax: 705-382-2273
Email: clerk@burksfalls.ca

The Corporation of the Township of Ryerson

Attention: Clerk
28 Midlothian Road
Burk's Falls, ON P0A 1C0
Fax: 705-382-3286
Email: clerk@ryersontownship.ca

44. Any notice or communication delivered personally shall be deemed to have been received by the addressee on the day upon which it is delivered. Any notice delivered or sent by facsimile or electronic mail transmission shall be deemed to have been received by the addressee on the next business day after the notice is sent by facsimile or electronic mail transmission. Any Municipality may change its notice information for the purpose of this Agreement by directing a notice in writing of such change to the other Municipalities at the above addresses and thereafter such changed information shall be effective for the purposes hereunder.

XIII. FORCE MAJEURE

45. Whenever and to the extent that any Municipality is unable to fulfil, or is delayed or restricted in the fulfilment of, any obligation hereunder in respect of the supply or provision of the Service or utility or the doing of any work or the making of any repairs, by reason of being unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligation, or by reason of any statute, law, by-law or order-in-council or any regulation or order passed or made pursuant thereto, or by reason of the order or direction of any legislative, administrative or judicial body, controller or board, or any governmental department or any governmental officer or other authority having jurisdiction, or by reason of its inability to procure any licence or permit required therefor, or by reason of not being able to obtain any permission or authority required therefor, or by reason of any strikes, lockouts, slow-downs or other combined action of workmen, or shortages of material, or act of war, act of God, adverse weather conditions, unexpected soil, groundwater or other subsurface or other conditions or any other cause beyond its reasonable control, such Municipality shall be relieved from the fulfilment of such obligation so long as such cause continues. In such event the impacted Municipality will immediately notify the other Municipalities, and each will work together to communicate with the public and explore options for the provision of the Service.

XIV. GENERAL PROVISIONS

Severability and Jurisdiction

46. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the

jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

Legislative Change

47. References in this Agreement to any legislation (including but not limited to regulations and by-laws) or any provision thereof include such legislation or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.

Entire Agreement

48. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

Laws of Ontario

49. This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

Amendments

50. This Agreement shall not be modified or amended except with the written consent of all Municipalities and no modification or amendment to this Agreement binds any Municipality unless in writing and executed by the Municipality intended to be bound.

Counterparts

51. This Agreement may be executed in counterparts and delivered by email transmission and each such counterpart, whether delivered executed in its original form or by email transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.

Headings and Wording

52. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
53. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
54. The Municipalities have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Municipalities, and no

presumption or burden of proof shall arise favouring or disfavouring any Municipality by virtue of the authorship of any of the provisions of this Agreement.

55. No Municipality shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Municipalities. Any such assignment shall not relieve any Municipality of its obligations herein. This Agreement shall be binding upon and endure to the benefit of the parties and their successors and permitted assigns and heirs.
56. No Municipality shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Municipalities, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Municipality in such proceedings.
57. The Schedules attached hereto which form part of this Agreement are as follows:
 - Schedule “A” - Real Property Ownership
 - Schedule “B” - Dissolution of Assets

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement, made and effective as of the day of June, 2026.

**THE MUNICIPAL CORPORATION OF
THE TOWNSHIP OF ARMOUR**

Mayor

Clerk

**THE CORPORATION OF THE
MUNICIPALITY OF THE VILLAGE OF
BURK'S FALLS**

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF
RYERSON**

Mayor

Clerk

DRAFT

**SCHEDULE A
REAL PROPERTY OWNERSHIP**

TRI-R Communal Landfill

- Municipally known as 141 Chetwynd Road in Burk's Falls, Ontario
- The Village of Burk's Falls is listed on the parcel register/title as sole registered owner of the Real Property.
- Unregistered equitable ownership is as follows:
 - Armour holds forty percent (40%) of the equitable ownership
 - Burk's Falls holds forty percent (40%) of the equitable ownership
 - Ryerson holds twenty percent (20%) of the equitable ownership
- Unregistered equitable ownership terminates immediately upon the termination or dissolution of this Agreement.

SCHEDULE B DISSOLUTION OF ASSETS

Upon dissolution of Joint Waste Management Services or termination of the Agreement, the assets for the Service shall be distributed as set out below.

1.1. Ownership of the Real Property

- a. **Termination of Agreement by Burk's Falls:** If Burk's Falls is the Withdrawing Municipality, the title ownership of the Real Property remains with Burk's Falls, and the equitable ownership interests of the other Municipalities revert to Burk's Falls with no compensation owing to those Municipalities.
- b. **Termination of Agreement by Other Party:** If Armour or Ryerson is the Withdrawing Municipality, the title ownership of the Real Property remains with Burk's Falls, and the equitable ownership interests of the Withdrawing Municipality reverts to Burk's Falls with no compensation owing to that Municipality. The other Remaining Municipality, if any, shall continue to hold an unregistered equitable interest in the Real Property.

1.2. Dissolution of Capital Items

Upon termination of the Joint Waste Management Services Agreement, the dissolution of non-Real Property Capital Items shall be addressed as follows:

- a. **Joint Assumption by Remaining Municipalities:** The Remaining Municipalities shall have the right of first refusal to jointly assume all Capital Items for the continued operation and funding of the Waste Management Service. The Withdrawing Municipality shall have no entitlement to any share of the Capital Items following its withdrawal.
- b. **Sole Assumption by One Municipality:** If only one of the Remaining Municipalities elects to assume all Capital Items, that municipality shall compensate the other Remaining Municipality in accordance with their respective cost-sharing percentages. The Withdrawing Municipality shall not be entitled to any compensation in respect of the Capital Items.
- c. **Disposal of Capital Items:** If neither of the Remaining Municipalities elects to assume the Capital Items, the Capital Items shall be sold or otherwise disposed of. The net proceeds of such disposal shall be distributed among all Parties in accordance with their respective cost-sharing percentages. Notwithstanding the foregoing, the Withdrawing Municipality's share of the proceeds shall be reduced by an amount equal to any costs or losses reasonably incurred by the Remaining Municipalities as a result of the withdrawal.

1.3. Long Term Debt and Capital Leases

Upon termination of the Joint Waste Management Services, any long-term debt or capital leases listed on the Waste Management Service's audited financial statements shall be assumed by the municipality or municipalities assuming responsibility for the Waste Management Service. No compensation shall be owed by the other municipality or municipalities for such debt or leases.

1.4. Other Recorded Assets or Liabilities

All other Assets and Liabilities, with the exclusion of closure/post-closure liabilities, recorded on the Service's audited financial statements shall be assumed by the municipality or municipalities assuming responsibility for the Waste Management Service. No compensation shall be owed by the other municipality or municipalities for the assumption of such assets and liabilities.

1.5. Unrecorded Assets or Liabilities

Upon termination of the Joint Waste Management Services Agreement, any unrecorded assets or liabilities of the Waste Management Service shall be the responsibility of the Remaining Municipality or Municipalities that assume the Waste Management Service. The Withdrawing Municipality shall have no entitlement to any share of such assets, nor shall it bear any responsibility for such liabilities, regardless of whether they relate to activities that occurred before or after termination of the Joint Waste Management Services Agreement.

In the event that only one of the Remaining Municipalities assumes the Waste Management Service, that municipality shall compensate the other Remaining Municipality for its share of any such unrecorded asset or liability in accordance with their respective cost-sharing percentages.

1.6. Post Closure Liability

No immediate compensation is owing from or to any Municipality regarding the landfill closure/post-closure liability as recorded on the audited financial statements. Burk's Falls will be responsible for paying all future landfill closure/post-closure costs, and the other Municipalities will be required to pay Burk's Falls for their share of these actual costs within thirty (30) days of being invoiced. Cost shares shall be fixed as the cost-sharing percentage in effect for the 2028 calendar year.

If any financial security in respect to the post-closure costs of the Waste Management Service has been provided to the Ministry of the Environment, Conservation, and Parks, or are required to be provided to the Ministry of the Environment, Conservation, and Parks, the Municipalities agree that the financial security is to be provided in proportion to the cost-sharing percentage in effect for the 2028 calendar year.

1.7. Acknowledgement of Forfeiture Consequences

Each Municipality acknowledges and agrees that the provisions of this Schedule "B" may result in a Withdrawing Municipality forfeiting any entitlement to compensation, reimbursement, equitable interest, proceeds, Capital Items, assets, or other financial interest relating to the Waste Management Services, except as expressly provided herein.

DATE: June 22, 2026
TO: TRI Council
FROM: Amy Tilley, Waste Management Administrator
SUBJECT: Waste Management Committee Meeting

RECOMMENDATION:

That TRI Council receive this report as information, with regard to the progress of the Waste Management Committee.

BACKGROUND:

As we entered into a three-year contract with Circular Materials, we continued to face site limitations and health and safety concerns. Various options for site alterations were presented to the Council of the Township of Armour; however, it became evident that an agreement would not be reached. As a result, it was determined that a more traditional approach to the review process should be initiated.

A request for volunteers to serve on a Waste Management Review Committee was subsequently sent to the partner municipalities, and a committee was formed. The Committee held its first meeting on June 16, 2026, during which members actively reviewed the issues, assets, and existing infrastructure in order to establish a plan of approach.

COMMITTEE FOCUS:

The Committee's immediate focus is on reviewing the site layout and establishing a plan to reduce bottlenecks in the Blue Box drop-off area. Certain infrastructure has been identified as underutilized, with removal scheduled to open up space adjacent to the Quonset Hut. This is expected to improve traffic flow and alleviate congestion currently caused by even a small number of vehicles.

Work has been scheduled to decommission outdoor recycling compactors. Once this work is complete, site staff will access the terrain for operating mobile equipment to move front end bins on site.

BUDGET AND CAPITAL PROJECTIONS

While on site, Committee members also reviewed the condition of existing infrastructure to help identify potential capital projects for future planning. The next Committee meeting will focus on implementing the first site improvement, after which attention will

shift to prioritizing capital projects. Several ideas have already been discussed, with general agreement among members. The Waste Management Administrator will compile the group's input and discussions for review at the next meeting.

The 2026 Waste Management Budget includes \$9,000 allocated for capital expenditures related to site layout improvements. The cost to decommission identified underutilized assets is expected to be minimal, with additional expenses anticipated for site grading and leveling.

Overall, the formation of the Waste Management Review Committee has provided a structured and collaborative approach to addressing longstanding site challenges. With a clear focus on improving site layout, reducing congestion, and identifying future capital priorities, the Committee has already made meaningful progress. Initial improvements will be supported within the existing 2026 budget, with minimal costs anticipated for decommissioning underutilized infrastructure and completing necessary site grading. As the Committee continues its work, the next steps will include implementing the first site improvements, reviewing the outcomes, and establishing a prioritized list of capital projects for future budgeting and planning. Ongoing evaluation and active participation from Committee members will be essential to ensuring that both immediate operational needs and long-term infrastructure goals are effectively addressed.


USED TIRE RECYCLING

While on site, the Committee reviewed and discussed the ongoing issues associated with the Tire Recycling Program. As the marketplace is controlled by Tire Producers, the municipality effectively acts as an intermediary and is unable to pursue alternative end markets. Companies that manufacture recycled products require crumb rubber, which refers to end-of-life vehicle tires that have been processed into small, granular particles with all steel and fiber components removed.

Exploring additional areas on the site to continue collecting tires will only serve to perpetuate the existing challenges and is not considered a sustainable solution. As such, the Committee recommends focusing on existing inventory management and advocating for improved producer responsibility rather than expanding tire collection operations.

The Committee further recommends that administration formally engage with the relevant provincial authorities to advocate for increased processing capacity, improved market access, and a more sustainable long-term solution for tire diversion.

Amy Tilley, Waste Management Administrator

	<h2>Fire Chief's Report</h2>
To:	Tri-Council
From:	Joe Readman, Fire Chief
Date of Meeting:	June 22, 2026
Report Title:	Fire Hall Update

Recommendation: That the Tri-Council receives this report as presented.

Background:

Construction of the new Fire Hall started December 2025. Before the snow, the foundation and frost walls were poured and the drainage and bollards installed.



Throughout February and March, the framing and sheeting were completed enclosing the buildings shell, trusses were craned on and building truly started taking its shape.



A good and early spring allowed for the floors to be poured, and interior walls completed as scheduled. Over June we have seen most of the siding and exterior windows and doors installed.



This week the office walls are getting painted, and the drop ceiling installation will begin. The trades are all roughed in and will be able to return and start trimming out. The septic beds are underway and will be completed soon so the rest of the site work/landscaping can be completed.

A few other things being worked on:

- SCBA air compressor move, working with our contractor to schedule the move and required testing/servicing,
- Internet/ phone, selected and installed,
- Radio infrastructure on site, installed and awaiting move,

Financial implication:

Total amount invoiced and paid to date \$1,451,859.80, approximately 42% of the total build cost.

An honourable mention to Ransome Well Drilling, who has graciously donated the Well to The Fire Department and our Community, Thank You!

Conclusion:

It has been a pleasure working with the construction team throughout this project. The progress is evident each day, and we remain on track for our anticipated completion date this fall. In the meantime, preparations are already underway behind the scenes, with packing and move coordination beginning to help ensure a seamless transition into our new space.

Celebrate
CANADA DAY!

WEDNESDAY, JULY 1, 2026

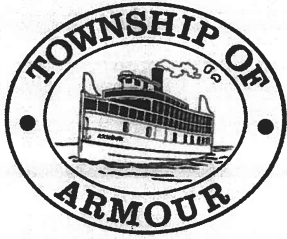
— 11:00 AM – 2:00 PM —
STAN DARLING PARK
— BURK'S FALLS —

- BBQ**
- MUSIC**
- GAMES**

Fun for the whole family!

FIREWORKS AT DUSK | **KNIGHT BROTHERS PARK**
A great way to end Canada Day!

♥ **PROUD TO BE CANADIAN. PROUD TO BE COMMUNITY.** ♥



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
POA 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: admin@armourtownship.ca

Website: www.armourtownship.ca

Date: June 9, 2026

Motion # 2026-176

That the Council of the Township of Armour approve the TRI Sub Committee recommendation to change the regular October TRI Council meeting from October 26, 2026 to be October 5, 2026 due to the conflict with Municipal Election Voting Day.

Moved by:

Blakelock, Rod	<input checked="" type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
Haggart-Davis, Dorothy	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Seconded by:

Blakelock, Rod	<input type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
Haggart-Davis, Dorothy	<input checked="" type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Carried / Defeated 

Declaration of Pecuniary Interest by:

Recorded vote requested by:

<u>Recorded Vote:</u>	For	Opposed
Blakelock, Rod	<input type="checkbox"/>	<input type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>	<input type="checkbox"/>
Haggart-Davis, Dorothy	<input type="checkbox"/>	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>	<input type="checkbox"/>



CORPORATION OF THE TOWNSHIP OF RYERSON

Date: May 12, 2026

Resolution Number: R- 84 - 26

Moved by: Councillor Robertson,

Seconded by: Councillor Abbott,

Be it resolved that Ryerson Township Council supports the recommendation to reschedule the TRI Council meeting originally set for May 25, 2026 to June 22, 2026 to be hosted by the Township of Armour and further supports the cancellation of the TRI Council meeting scheduled for August 24, 2026.

Carried **Defeated**

(Chair Signature)

Declaration of Pecuniary Interest by: _____

RECORDED VOTE					
Vote called by Clerk in random order, Chair to vote last					
Members of Council		Yea	Nay	Abstention	Absent
Councillors	Beverly Abbott				
	Glenn Miller				
	Delynne Patterson				
	Dan Robertson				
Mayor	George Sterling				



The Municipality of the
VILLAGE OF BURK'S FALLS

Moved By: AB Date: June 16, 2026

Seconded By: SC Resolution # 2026-182

Be it resolved;

That the Council for the Village of Burk's Falls hereby *recommends Nov. date for*
Tri-Council meeting pre budget -

Recorded Vote requested by: _____

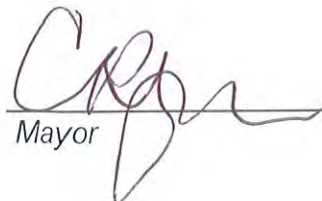
- Ryan Baptiste for / opposed
- Ashley Brandt for / opposed
- Sean Cotton for / opposed
- Chris Hope for / opposed
- Nancy Kyte for / opposed

 b
Carried

Defeated

Deferred

Pecuniary Interest declared by:



 Mayor

MEETINGS

14. A Tri-Council Meeting shall be held not less than two (2) times per calendar year to review and finalize budgets and such meetings shall be held in October and February of each year, governed by the following provisions:
- (a) Tri-Council Meetings shall be hosted by each Municipality on a rotating basis commencing with hosting by Ryerson, followed by Armour then followed by Burk's Falls, and shall be chaired by the Head of Council or designate of the host Municipality.
 - (b) Tri-Council Meetings shall be open to the public except for those meetings or parts of meetings that may be closed to the public pursuant to section 239 of the *Municipal Act, 2001*, S.O. 2001, c.25.
 - (c) The procedural by-law of the host Municipality shall be used to govern the Tri-Council Meeting hosted by such host Municipality.
 - (d) The Head of Council of any of the Municipalities may call a Tri-Council Meeting at any time outside of the Meetings required by this Agreement and such a Tri-Council Meeting shall be called by providing notice, in writing, to the Head of Council of the other Municipalities, through the respective Municipal clerks. Notice of such meeting is to be given not less than seven (7) Calendar Days prior to the requested meeting date and thereafter the clerk of the Municipality requesting such meeting shall find a location to hold such a Tri-Council Meeting and shall prepare and circulate an agenda for such meeting.

BUDGETS AND FINANCIAL REPORTING

15. Each Municipality shall prepare, on an annual basis, a draft operating and a capital budget for the Service it Administers.
- (a) Such draft budgets shall be presented at the October Tri-Council Meeting of each calendar year and once reviewed at such Tri-Council Meeting, shall be presented for consideration to each Municipality's Council at its next regular meeting and each Municipality shall report to the other Municipalities the outcome of such consideration within ten (10) Business Days of the date of the applicable regular meeting.
 - (b) Based on the comments received each Administering Municipality shall prepare a final budget proposal and forward it to the other Municipalities, through the respective Municipal clerks, by the last Friday in January of each year.
 - (c) Each Municipality shall bring a resolution to the February Tri-Council Meeting indicating whether or not it supports the budget for each Service presented by each Municipality.
 - (d) Budgets for each Service must receive approval from each Municipality before they can be implemented.
 - (e) In the first year this Agreement is in force and effect the Municipalities shall forego clause 14(a), above, and shall simply consider the 2018 budgets for the Services at the first Tri-Council meeting held in 2018, or first meeting following the commencement date of this Agreement, as the case may be.
16. Prior to the preparation and presentation of each annual budget, each Municipality shall notify the other Municipalities of the user fees established for the Service it Administers and shall send, on an annual basis, a copy of its by-law establishing such fees to the other Municipalities when it circulates the annual budget.
17. If any Municipality does not agree to a proposed budget for any Service the contributions from all Municipalities to the budget for that Service shall not change from the most recently approved budget for that Service until all Municipalities agree to the proposed budget.