

**CORPORATION OF THE TOWNSHIP OF RYERSON**  
**REGULAR MEETING AGENDA**

**May 18, 2021 AT 6:00 P.M.**

THIS WILL BE AN ELECTRONIC MEETING via ZOOM

**Members of the Public must register** with the Ryerson Township Clerk's Office prior to the meeting for meeting access.

Members of the Public are not permitted in a Closed meeting.

To Members of the Public: If you have trouble with your connection during the meeting, you may notify the Host by e-mail at: [treasurer@ryersontownship.ca](mailto:treasurer@ryersontownship.ca)

**Meeting will be recorded.**

**1. CALL TO ORDER**

1.1 Attendance, roll call: in person and electronic, late attendees

1.2 Announcement: This meeting s being recorded

**2. ADOPTION OF MINUTES**

2.1 Resolution to adopt the minutes from the regular meeting May 4, 2021

**3. DECLARATION OF PECUNIARY INTEREST (And General Nature Thereof)**

**4. PRESENTATION**

4.1 Matthew Hodgson to present an Integrity Commissioner report (resolution)

**5. TENDERS/QUOTES/REQUESTS FOR PROPOSAL (RFP)**

5.1 Granular 'A' tender (resolution)

**6. BUSINESS ARISING**

6.1 By-law to enter into shared Regional Fire Training Services agreement (resolution)

**7. REPORTS**

7.1 CLERK: 2022 Election Information, Compliance Audit Committee By-law, Vote by Mail By-law (resolutions)

COUNCIL MEMBERS:

7.2 Councillor Marlow: Almaguin Highlands Health Centre (AHHC) re: Ontario Health Team

**8. NOTICE OF MOTION** (if required)

**9. COMMUNICATION ITEMS**

- 9.1 Women's Resource Centre request for donation (resolution)
- 9.2 Arena Report, information item
- 9.3 Annual General Meeting, Veterinary Committee minutes, information item
- 9.4 Joint Building Committee Statistics, information item
- 9.5 Arena Repurposing Committee minutes, information item
- 9.6 Waste Management Report, information item

**10. BY-LAWS**

- By-law # 19-21 to enter into an agreement for the Regional Fire Training Program
- By-law #20 - 21 to establish the Compliance Audit Committee
- By-law # 21 -21 to authorize Vote by Mail for municipal elections
- By-law # 22 - 21 to confirm the meetings of Council

**11. CLOSED SESSION**

Pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (e) as the subject matter being considered is regarding potential litigation, including matters before administrative tribunals affecting the Municipality or local board. The general nature of the closed meeting is to receive correspondence from the municipal solicitor regarding LPAT PL 130823; AND Pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (b) as the subject matter being considered is regarding personal matters about an identifiable individual, including municipal or local board employees. The general nature of the closed meeting is to discuss staff working relationships.

**12. IMPORTANT DATES**

- June 1, 2021 Regular Meeting 6:00 p.m.
- June 11, 2021 deadline for Council expense forms
- June 15, 2021 Regular Meeting 6:00 p.m.

**13. ADJOURNMENT**

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**REGULAR COUNCIL MEETING**

**MINUTES**

**May 4, 2021**

The regular meeting of Council of the Corporation of the Township of Ryerson was held Tuesday evening May 4, 2021 at 6:00 p.m. This was a fully electronic meeting via Zoom because our region was under restrictions due to the COVID-19 Pandemic.

Mayor George Sterling called the meeting to order at 6:00 p.m. Attendance was announced, and it was noted that the meeting is being recorded.

Mayor Sterling and Councillor Marlow participated from the municipal office.

Council members attending electronically via Zoom: Delynne Patterson, Penny Brandt, and Celia Finley.

Staff in attendance at the municipal office: Nancy Field, Brayden Robinson, Judy Kosowan.

Public attending electronically: Lee McConnell (Almaguin News), Paul Van Dam, Judy Ransome. Nieves Guijarro entered the meeting at 6:15 p.m.

Notice of this meeting was posted on the website.

ADOPTION OF MINUTES

The minutes from the regular meeting April 20, 2021 were adopted as circulated, on a motion moved by Councillor Patterson and seconded by Councillor Finley. (Carried)

DECLARATION OF PECUNIARY INTEREST: None declared.

TENDERS/REQUEST FOR PROPOSAL:

Council was provided with a summary of eight quotations received for the request for quotation for a Human Resources Vendor of Record. A resolution was adopted as noted below.

STAFF REPORTS:

**BY-LAW ENFORCEMENT:** A quarterly staff report from Caitlin Deevey was provided to Council.

**DEPUTY CLERK:** Nancy Field presented and reviewed a request for a road closing from Louise Cottreau (Concession 8/9 road allowance Midlothian Road). Council did not support the request to close this road allowance.

TREASURER: Brayden Robinson provided Council with a copy of the final draft of the 2021 budget with a 2.1 percent increase.

The tax ratio by-law was introduced and adopted. Mr. Robinson explained the 2021 budget report as required by Ontario Regulation 284/09, and a resolution adopted.

The 2021 tax rate by-law was presented and adopted by Council.

CLERK: Judy Kosowan provided Council with the report and survey prepared by the Almaguin Clerk's Group regarding the establishment of the OPP Detachment Policing Board. Council provided their decisions on the survey. The responses will be forwarded to the Burks Falls office.

#### COUNCIL REPORT:

Councillor Marlow noted that the Arena Repurposing Committee and the Library will be conducting a public survey.

#### COMMUNICATION ITEMS

City of Cambridge request to support a resolution re: Ontario paid sick leave during an infectious disease emergency, resolution adopted as noted below.

FONOM Virtual Conference May 18, 202, resolution adopted.

Almaguin Highlands Health Centre: updates and Nurse Practitioner Survey

Province of Ontario, AMO: Feedback to Strengthen Municipal Codes of Conduct, resolution adopted

DSSAB: Strategic Planning Process

2021 Census, resolution adopted.

#### BY-LAWS

By-law number 16-21 to set the tax ratios for 2021.

By-law number 17-21 to set the tax rates for 2021.

By-law number 18-21 to confirm the meetings of Council.

#### CLOSED MEETING

Council moved to a closed meeting by resolution at 7:15 p.m.

In the closed meeting, Council discussed the matters it was permitted to under the resolution authorizing the public exclusions and returned to the open meeting at 7:52 p.m.

#### RESOLUTIONS

Moved by Councillor Patterson, seconded by Councillor Finley, Be it resolved that the minutes from the regular meeting April 20, 2021 be adopted as circulated.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Brandt, seconded by Councillor Marlow, be it resolved that Ryerson Township Council agree to enter into a contract with Pesce and Associates for Human Resources Services, for a one-year period.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Patterson, seconded by Councillor Marlow Be it resolved that leave be given to introduce a Bill # 16 -21, being a By-law to set the Tax Ratios for Municipal purposes for 2021 and further; That By-Law # 16 -21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 4<sup>th</sup> day of May 2021.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Finley, seconded by Councillor Patterson, Be it resolved that Ryerson Township Council adopt the 2021 Budget Report, excluding expenses as per Ontario Regulation 284/09.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Brandt, seconded by Councillor Marlow, be it resolved that leave be given to introduce a Bill # 17 - 21, being a By-law to set Tax Rates for 2021 and further; That By-Law # 17 - 21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 4<sup>th</sup> day of May 2021.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Patterson, seconded by Councillor Brandt, be it resolved that Council of the Corporation of the Township of Ryerson opts in to being part of the Almaguin Highlands O.P.P. Detachment Police Services Board and responded to the survey as follows:

1. Board Composition Ranking: 7 Member Board (1), 5 Member Board (2), 9 Member Board (3)
2. Community Appointee: (b) Advertise for the general public to apply.
3. 3 (a) Does your municipality have the capacity to administer the Board and provide the secretary: No  
3 (b) Do we create a part-time ad-hoc position to be the secretary to the Board, shared among all partners: yes

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Marlow, seconded by Councillor Brandt be it resolved that Council of the Corporation of the Township of Ryerson support the resolution received from the City of Cambridge, urging the Honourable Doug Ford to provide necessary funding and/or support to employers so that all workers in Ontario have access to no less than 10 paid sick days annually in the event of a declared infectious disease emergency, such as the COVID-19 pandemic.

Recorded vote due to electronic meeting: Yes: Finley, Marlow, Patterson, Sterling. No: Penny Brandt  
(Carried)

Moved by Councillor Brandt, seconded by Councillor Marlow, Be it resolved that Ryerson Township Council authorize Penny Brandt, Delynne Patterson, Celia Finley, Barbara Marlow to attend the virtual FONOM Conference May 18, 2021.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Marlow, seconded by Councillor Finley, be it resolved that Ryerson Township Council appoint Delynne Patterson to attend the virtual provincial meeting regarding municipal codes of conduct June 10, 2021 at 11:15 a.m.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Finley, seconded by Councillor Brandt, Be it resolved that The Council of the Corporation of the Township of Ryerson supports the 2021 Census, and encourages all residents to complete their census questionnaire online at [www.census.gc.ca](http://www.census.gc.ca). Accurate and complete census data support programs and services that benefit our community.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Marlow, seconded by Councillor Finley, Be it resolved that leave be given to introduce a Bill # 18 - 21, being a By-law to confirm the meetings of Council and further; That By-Law # 18 - 21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 4<sup>th</sup> day of May 2021.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Brandt, seconded by Councillor Patterson, that we move to a closed session at 7:15 p. m, pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (b) as the subject matter being considered is regarding personal matters about an identifiable individual, including municipal or local board employees. The general nature of the closed meeting is to discuss staff working relationships.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

Moved by Councillor Finley, seconded by Councillor Marlow, Be it resolved that we do now adjourn at 7:53 p.m. The next regular meeting is scheduled for May 18, 2021 at 6:00 p.m.

Recorded vote due to electronic meeting: Yes: Brandt, Finley, Marlow, Patterson, Sterling.  
(Carried)

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MAYOR

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CLERK/DEPUTY CLERK

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**TOWNSHIP OF RYERSON INTEGRITY COMMISSIONER, H.G. ELSTON**

Citation : Complaint against Councillor Brandt  
Date: April 20, 2021

**REPORT ON THE MATTER OF A COMPLAINT  
AGAINST COUNCILLOR BRANDT**

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Notice: Municipal Integrity Commissioners conduct inquiries and provide reports on their findings to their respective municipal councils. They may make recommendations for the imposition of a penalty or other remedial action to the municipal council. Reference should be made to the minutes of the municipal council meeting where the Commissioner's report was presented, to obtain information about council's consideration of each report. When possible, a link to the relevant municipal council minutes is provided.

[Link to Council Decision]

## **OVERVIEW**

1. This complaint concerns the conduct of Councillor Brandt during a meeting of Council, held on October 20, 2020, wherein the Integrity Commissioner for the Township of Ryerson, Mr. Harold Elston, was delivering his report regarding a previous complaint that had been issued against Councillors Finley and Brandt.
2. In light of Mr. Elston's direct involvement with events relating to the complaint at issue, he has recused himself and, pursuant to section 223.3(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, delegated his powers and duties to me to investigate the complaint and deliver this report.
3. The complaint was received on November 22, 2020. The Complainant did not agree to release their identity, which will remain confidential. The complaint alleges that, at the October 20, 2020, meeting of Council, Councillor Brandt breached sections 4.1, 5.1, 6.1, 6.2, 7.1, and 7.2 of the Township of Ryerson's Code of Conduct (the "Code") by referencing a personal grievance and speaking disparagingly about an individual whom the Councillor assumed had been consulted as a witness for Mr. Elston's report.
4. My investigation into this matter has been greatly facilitated by a Zoom video recording of the Council meeting. This has afforded me the benefit of observing, directly, the alleged events and conduct at issue.

## **BACKGROUND AND EVIDENCE**

5. On October 20, 2020, the Township held a virtual meeting of Council wherein Mr. Elston delivered two Integrity Commissioner Reports concerning the conduct of two Councillors, one of which was Councillor Brandt. Mr. Elston found that Councillor Brandt had breached sections 6 and 7 of the Code, and recommended to Council that she be reprimanded.
6. In the course of Mr. Elston responding to questions about his report, Councillor Brandt raised an issue pertaining to a witness she believed had been interviewed as part of his investigation. Councillor Brandt was concerned that this particular individual was biased in their assessment of the Councillor's conduct and character, because of a conflict that individual had with the Councillor's family. The key exchange, which also comprises the core of the complaint, reads as follows:

*"Did she declare to you that she has a history with my immediate family with respect to a court case? And I have to say, that she acted as witness against my mother, and in that*



*court case she did not speak very highly ... she tried to attack my personal character reference; so I'm not surprised she didn't have good things to say about me, but at what point does someone have to disclose that they have history ..."*

7. Mr. Elston subsequently clarified to Councillor Brandt that, although he is obliged to keep the identity of all witnesses confidential, he did not recall speaking with the individual identified by the Councillor.

8. Councillor Brandt was provided with Notice of the complaint against her on November 26, 2020, which set out the allegations noted in paragraph 3, above. I further requested that the Councillor provide me with a written response to the complaint within 14 days of receiving the Notice, which would be provided to the Complainant, for reply.

9. On February 24, 2021, I received a written response to the complaint from Councillor Brandt. Her response provides that she did not assume that certain individuals were interviewed as witnesses as part of Mr. Elston's investigation. Rather, the Councillor maintains that Mr. Elston had advised her that, in the course of his investigation, he'd spoken to "all that were in attendance at the meeting that night". Thus, on the basis of what Mr. Elston had stated to her, Councillor Brandt inferred that because that individual had attended the meeting of Council, she had also spoken to Mr. Elston as a witness.

10. The Councillor further asserts that her statement about that individual was not made in bad faith or malice, but in self defence. She claims that her question/statement was in no way directed to that individual, towards whom she bears no ill-feelings and with whom she maintains positive interactions. According to Councillor Brandt, because Mr. Elston had asked her during his investigation whether she had a "history" with the complainant, she believed she had a corresponding obligation to disclose any conflicts that witnesses to the investigation may have had.

11. On March 26, 2021, I received a very brief reply from the Complainant, which stated only that Councillor Brandt's response was unacceptable, that matters could be clarified via the audio and video recording of the Council meeting, and that I consider the Councillor's past behavior, as the Complainant believes "there is a pattern."

## **FINDING**

12. The conduct of Councillor Brandt is to be judged against the provisions of sections 6.1, 7.1 and 7.2 of the Code. I find the other provisions of the Code cited in the complaint not directly applicable to the conduct at issue. For ease of reference, the relevant sections read as follows:

6. *Conduct at Meetings*

6.1 *Every Member shall conduct himself or herself properly and in a civil and respectful manner at meetings, and in accordance with the provisions of the Procedural By-law, this Code of Conduct, and other applicable law.*

7. *Conduct Respecting Others*

7.1 *Every Member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. The Member shall be familiar with, and comply with, the Municipality's Workplace Anti-Violence, Harassment and Sexual Harassment Policy.*

7.2 *A Member shall not use indecent, abusive or insulting words, tone or expressions toward any other Member, any municipal staff or any member of the public.*

13. I do not find that Councillor Brandt used indecent, abusive, or insulting words toward anyone. Thus, the Councillor cannot be said, in my view, to have contravened section 7.2 of the Code. Nor was there any attempt by Councillor Brandt to bully, intimidate, discriminate against, or harass anyone. However, given the language of sections 6.1 and 7.1, the question remains as to whether the Councillor's conduct was proper and respectful of others in making the statement excerpted above.

14. I find that Councillor Brandt's conduct was not proper and respectful of others and, as a result, in breach of sections 6.1 and 7.1 of the Code. My reasons are set out below; however, it is important to first emphasize the context in which Councillor Brandt's conduct occurred. Although this context falls short of being exculpatory, it acts as a significant mitigating factor and allows one to appreciate the motivation behind the Councillor's remarks, which, in my view, were not made in bad faith, but only in the exercise of poor judgement.

15. The conduct in question begins around the 33:25 mark of the video recording. It can clearly be observed during this time, as well as in moments that precede it, that Councillor Brandt is in the process of defending herself from the complaint and subsequent finding against her, and from people whom she claims, "viciously attack [her] character reference". It is an emotionally charged atmosphere, which is understandable. It is reasonable to become defensive and to forcefully voice one's objections when one believes they have been unjustly accused and found culpable of something.

16. Although I have no reason to doubt Councillor Brandt's sincerity or intention, and I can fully appreciate the context in which her remarks were made, the substance of those remarks bears further scrutiny, and ultimately serves as the basis for my finding.

17. As a preliminary comment, even if the individual identified by Councillor Brandt had acted as a witness, the Councillor's conduct would still be, in my view, inappropriate.

18. Mr. Elston's report provides that he consulted "several witnesses," and "[t]o a one, there is a consensus that Councillor Finley and Councillor Brandt are often aligned in their positions and their behaviour at meetings of Council. Specifically, they are often discourteous, loud and disrespectful."

19. It is apparent from this excerpt that there were "several" individuals who all agreed that Councillor Brandt's behaviour at meetings of Council had been inappropriate. Mr. Elston's finding against the Councillor, in this regard, was likely facilitated by this "consensus". Therefore, I question why the Councillor felt the need to target one specific individual, as though *that* person's negative comments about the Councillor were determinative of Mr. Elston's conclusion.

20. Moreover, it is not clear why a distant conflict with the Councillor's family,<sup>1</sup> rather than her personally, would disqualify that individual from being a witness to the Councillor's conduct. Councillor Brandt herself, in response to this complaint and during the October meeting of Council, refers to positive interactions she's had with the individual, and claims to have "no problems" with that person. Thus, in my view, the conflict alleged by the Councillor is ill-defined and appears more presumed than actual; it lacks sufficient grounds to infer a lack of impartiality or bias on the part of that person. Nor is the Councillor under any obligation to disclose the potential conflicts she believes witnesses to the investigation may have.

21. In any case, it is the manner in which the presumed conflict was disclosed, rather than its disclosure, which grounds the Councillor's breach of the Code.

22. Although Councillor Brandt revealed personal information about the individual that is technically "public," in the sense that it formed part of a prior court proceeding, it is not, in my view, information that one would reasonably anticipate being disclosed in a public forum, especially given that the affected individual was merely an unsuspecting bystander whose conduct, historical or otherwise, was not at issue.

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<sup>1</sup> The conflict is apparently a result of events that occurred "15 plus years ago".

23. More importantly, Councillor Brandt stated that the individual in question attempted to “personally attack” her character. In my view, this attributes to that individual the making of an abusive act, with an intent to hurt or damage the Councillor’s character. Put another way, one does not usually aspire to be a “personal attacker”. It can thus be interpreted as an offensive label, which I find was improperly and disrespectfully assigned to that individual by the Councillor.

24. At a minimum, the referenced individual should be permitted to respond directly to such an allegation. However, in this case, there was no reason to expect that such a comment would be made about that individual, who was effectively dragged, perhaps not “through the mud”, but into it.

25. Furthermore, in the minutes before the Councillor’s statement was made, she can be heard voicing her concern to Mr. Elston about another individual, who had also attended the prior meeting of Council, but was *not* interviewed as part of his investigation. Thus, Councillor Brandt ought to have at least been aware of the possibility that not everyone in attendance that day had in fact been interviewed by Mr. Elston. Given this knowledge, the Councillor should have first attempted to confirm with Mr. Elston that the individual she identified had in fact been a witness before making her comment.

26. Councillor Brandt’s remarks also unfairly call into question that individual’s ability to impartially assess the Councillor’s conduct. Again, in view of the fact that Councillor Brandt apparently has no personal issue with the individual she identified, but rather the purported conflict relates to a distant interaction with her family, I find it unlikely that individual would now seek to personally attack the Councillor.

27. To summarise, I find that Councillor Brandt’s comments during the October 20, 2020 meeting of Council disclosed unnecessary and inappropriate information about an individual in a public forum, attributed abusive language to an individual whose conduct was not at issue, nor present to provide their own version of events, and unfairly and prematurely cast aspersion on that individual’s character. For these principal reasons, I find Councillor Brandt’s conduct was not proper and respectful of others and, accordingly, in breach of sections 6.1 and 7.1 of the Code.

28. I make no finding in regard to an alleged “pattern of offensive behaviour by Councillor Brandt,” as I was not presented with any allegations pertaining to the Councillor’s conduct outside of the remarks made during the October 20, 2020 meeting of Council.

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29. I recommend that, as a reprimand, Council direct Councillor Brandt to issue an apology to the individual she mistakenly identified as a witness during the October 20, 2020 meeting of Council.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 20 day of April 2021.

A handwritten signature in black ink, appearing to read 'M.J. Hodgson', with a long horizontal line extending to the right from the end of the signature.

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M.J. Hodgson  
Acting Integrity Commissioner, Ryerson Township  
Pursuant to s. 223.3(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended

**Tender PW 5-21: Crush, Apply, and Stockpile Granular A**

Company		Price/Unit	total	HST	TOTAL	Notes
Carr Aggregates	Crush & Apply- James Camp Rd	\$11.25	\$49,984.00	\$6,497.92	\$56,481.92	
	Crush & Stockpile- Pit	\$7.50	\$22,500.00	\$2,925.00	\$25,425.00	
	Crush & Stockpile- Yard	\$11.25	\$11,250.00	\$1,462.50	\$12,712.50	<b>TOTAL TENDER: \$94,619.42</b>

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**By-law # \_\_\_\_ -21**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT  
FOR THE PROVISION OF A REGIONAL FIRE TRAINING  
PROGRAM**

WHEREAS section 20 (1) (2) of the Municipal Act 2001 S.O. 2001, Chapter 25, authorizes a municipality to enter into a joint agreement with one or more municipalities,

AND WHEREAS the Council of the Corporation of the Township of Ryerson wishes to enter into an agreement with our neighbouring municipalities to jointly obtain and provide for training to the members of each Fire Department,

NOW THEREFORE the Council of the Corporation of the Township of Ryerson enacts as follows:

1. That we enter into the Agreement attached hereto as Schedule "A".
2. That the Mayor and Clerk are hereby authorized to execute the documents by signature and seal of the Corporation of the Township of Ryerson
3. That By-law number 41-17 is hereby rescinded upon passage of this by-law.

Read a First, Second and Third time,  
Signed and the Seal of the Corporation  
Suffixed thereto and Finally passed in Council  
This 18<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK/DEPUTY CLERK

THIS AGREEMENT MADE THIS      DAY OF                      , 2020

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON  
(hereinafter called "Ryerson")  
OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF ARMOUR  
(hereinafter called "Armour")  
OF THE SECOND PART

AND

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS  
(hereinafter called "Burk's Falls")  
OF THE THIRD PART

AND

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN  
(hereinafter called "Magnetawan")  
OF THE FOURTH PART

AND

THE CORPORATION OF THE TOWN OF KEARNEY  
(hereinafter called "Kearney")  
OF THE FIFTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF PERRY  
(hereinafter called "Perry")  
OF THE SIXTH PART

AND

THE CORPORATION OF THE TOWNSHIP OF McMurrich/Monteith  
(hereinafter called "McMurrich/Monteith")  
OF THE SEVENTH PART

WHEREAS Section 20(1) of the Municipal Act 2001, S.O. 2001 Chapter 25 authorizes municipalities to enter into agreements to jointly provide for matters that each municipality has the authority to provide;

AND WHEREAS the Parties to this municipal agreement have established Fire Departments individually or in concert with other Parties to this agreement and are individually authorized to provide training therefore;

AND WHEREAS the Parties deem it in the best interests of the public to jointly obtain and provide for training to the members of each Fire Department;

NOW THEREFORE this Agreement witnesseth that the Parties hereto covenant and agree as follows:

1. In this Agreement the following words and phrases have the meaning assigned to them below:

"Cost of Administration" means the actual cost of administering the Fire Training Program and contracting with the Service Provider, up to a maximum of 11.11% of the Cost of Operation.

"Cost of Operation" means the amount that the Administrator is required to pay to the Service Provider(s) or to third parties under a contract to provide the Regional Fire Training Program.

"Cost of the Program" means the aggregate of the Cost of Operation, the Cost of Administration and the Cost of Termination.



“Cost of Termination” means any amount which the Administrator is required to pay on behalf of the Parties hereto flowing directly or indirectly from the termination of a contract with a Service Provider, including, but not limited to severance, damages, and legal costs of the Service Provider or the Administrator.

“Regional Fire Training Program” shall mean the joint Fire Department Training Program undertaken by the Parties.

“Service Provider” means person(s) or corporation(s) contracted by the Administrator to plan and carry out the Regional Fire Training Program. James Gary Courtice shall be deemed to have received the approval of the Regional Fire Chief’s Committee as a qualified Service Provider with whom the Administrator is authorized to negotiate a contract.

2. The Parties agree to obtain and provide for the joint training of Fire Department staff and agree to share the costs thereof in accordance with Section 9. The Cost of Operation shall not exceed \$92,900.00 per annum unless such amount is increased by the unanimous consent of the Parties. Notwithstanding the foregoing, the Administrator may enter into a contract wherein the Cost of Operation exceeds the foregoing, by an amount no greater than 20%, at the direction of the Regional Fire Training Committee.
3. The Regional Fire Training Program (the “Program”) shall be carried out in accordance with National Fire Protection Association (NFPA) standards and the Program Outline set out in Schedule A attached hereto, subject to modifications authorized by the Regional Fire Training Committee and agreed to by the Service Provider.
4. The Corporation of the Township of Ryerson is hereby appointed by the Parties as the Administrator of the said Program. The duties and responsibilities of the Administrator are as follows:
  - (a) To enter into a contract for the provision of the Regional Fire Training Program with one or more Service Providers, which contract shall have a term no longer than the Term of this Agreement. (Such contract to be in the name of the Township of Ryerson);
  - (b) To provide each Party with a draft annual budget for the Regional Training Program for budgeting purposes prior to October 31 and a final budget by February 28 of the subsequent calendar year;
  - (c) To collect from the Parties each Party’s share of the Cost of the Program in the proportions specified in Schedule B on a quarterly basis, commencing on the first day of the second month or part thereof following the Commencement of this agreement, and continuing on the first day of every third month thereafter. The Administrator shall invoice the Parties in advance. Payment shall be made within 30 days after invoice. Past due payments shall be charged interest at a rate of 1.5% per month.
  - (d) To pay the Service Provider(s) or others as required by the terms of any contract referenced in subsection (a) above;
  - (e) To interact with any government agency or other third party concerning this Agreement;

- (f) To maintain records as required by Law and/or as it would maintain for its own operations.
  - (g) To advise the Parties on a timely basis of any issues involving the contract including:
    - Issues affecting the Cost of the Program
    - Any dispute involving the Service Provider
    - Any written recommendation of the Regional Fire Training Committee communicated to the Administrator
    - Any decision by the Administrator to suspend the operation of the program.
5. The Parties hereby establish the "Regional Fire Training Committee", the purpose of which is to:
- (a) authorize increases to the Cost of Operation in accordance with Section 2;
  - (b) work directly with the Service Provider with respect to training, content, scheduling, and other program training matters; and
  - (c) provide specific direction to the Administrator as contemplated in Section 6.
6. The Administrator shall not take any of the following actions without the approval of a majority of the members of the Regional Fire Training Committee expressed in writing and signed by them:
- (a) where the contract with the Service Provider specifies certain times during the term of such contract where the Administrator has the right to continue or end the contract with the Service Provider (such as the end of a probationary period or an annual performance review, and the contract is not required to contain such provisions), a decision to continue with the Service Provider's contract.
  - (b) the termination of an existing Service Provider or the engagement of another Service Provider, but the latter does not apply to the decision by an existing Service Provider to incorporate or to the engagement of James Gary Courtice who is deemed to already be approved.
  - (c) a change in the Regional Fire Training Program (such as adding additional training) that causes the Cost of Operation to increase by less than a factor of 20% above the initial cost of operation.
7. Members of the Committee shall be the fire department Chief or Acting Chief (who is identified in the most current appointment by-law pertaining to each Fire Department). Each Party shall have the authority (or in the case of Armour, Ryerson and Burks Falls all three acting in concert) to designate another person by by-law or resolution to be its member of the Committee in place of the Chief or Acting Chief. Each member of the Committee shall have one vote. Each Party hereto shall forthwith notify the Administrator in writing who its representative is and of any change in representation.
8. The Regional Fire Training Committee may establish its own organization as it sees fit and may meet in person or by telephone or other electronic means, or not meet at all, provided that recommendations on the matters set out in Section 6 must be in writing and signed by a majority of Committee members. Such signed recommendations may be

communicated to the Administrator by email or any other electronic means acceptable to the Administrator.

9. The Parties hereto agree that the Cost of the Program shall be shared in the proportions set out in Schedule B, subject to the following:

Armour, Burks Falls and Ryerson, who jointly operate one of the fire departments, shall divide the share of Cost of the Program assigned to their joint fire department among themselves in accordance with any separate cost-sharing agreement that applies to sharing such costs among themselves and shall be invoiced separately.

10. The Administrator may in its own absolute discretion suspend the operation of the Regional Training Program at any time when the Administrator believes that the training cannot be adequately delivered by the Service Provider for any reason. During such period of suspension the Administrator shall take reasonable steps to minimize the Cost of the Program insofar as the contract between the Administrator and Service Provider allows; and shall attempt to terminate its contract with the Service Provider (on the recommendation of the Regional Fire Training Committee) and replace the Service Provider if it appears that the program cannot be resumed within a reasonable time. If the Program is not resumed within a period of 120 days, this agreement shall be terminated. In the event of a suspension of the Program, this Agreement shall be extended by the number of days of the period of suspension.

11. Each of the Parties shall provide the Service Provider or its employees with:

- (a) any appropriate or required by-law which may be necessary for the Service Provider to carry out its duties and obligations;
- (b) the necessary facilities (where held within a municipality which is a Party hereto), equipment and training supplies, including pens, paper, books, and copies of the lesson/safety plans without charge to the Service Provider to carry out training sessions involving members of its own Fire Department. In addition, each party shall make available the officers of its Fire Department (whose members are receiving training) to participate in such training and to assist the Service Provider in delivering such training.

12. Each Party agrees to indemnify the Administrator and all other Parties, their Councils, officers and employees to the extent of that Party's liability to Pay the Cost of the Program, from any and all future costs, claims, damages or liability arising or resulting directly or indirectly from the provision of the Regional Training Program including, but not limited to, the Cost of Termination.

13. This agreement shall come into effect on the 1<sup>st</sup> day of January 2021 and shall terminate on the 31<sup>st</sup> day of December 2023.

14. This Agreement may be amended at any time by the mutual consent of all Parties, after the Party desiring the amendment(s) provides the other Parties a minimum of ninety (90) days written notice of the proposed amendment(s).

15. This Agreement replaces any former Agreement, and the former Agreement shall be considered null and void as of the date of passing of this Agreement.

16. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Ryerson on the \_\_\_\_\_ day of \_\_\_\_\_, 2021

THE CORPORATION OF THE  
TOWNSHIP OF RYERSON

Per: \_\_\_\_\_  
George Sterling, Mayor

Per: \_\_\_\_\_  
Judy Kosowan, CAO Clerk-Deputy  
Treasurer

By Burk's Falls on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

THE CORPORATION OF THE VILLAGE  
OF BURK'S FALLS

Per: \_\_\_\_\_  
Cathy Still, Mayor

Per: \_\_\_\_\_  
Nicky Kunkel, Clerk-Administrator

By Armour on the 8th day of December, 2020.

THE CORPORATION OF THE  
TOWNSHIP OF ARMOUR

Per: \_\_\_\_\_  
Bob MacPhail, Reeve

Per: \_\_\_\_\_  
John Theriault, Clerk/Treasurer-  
Administrator

By Magnetawan on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

Per: \_\_\_\_\_  
Sam Dunnett, Mayor

Per: \_\_\_\_\_  
Kerstin Vroom, CAO/Clerk

By Kearney on the            day of            , 2021.

THE CORPORATION OF THE  
TOWN OF KEARNEY

Per: \_\_\_\_\_  
Carol Ballantyne, Mayor

Per: \_\_\_\_\_  
Brenda Fraser, Clerk-Administrator

By Perry on the            day of            , 2021.

THE CORPORATION OF THE  
TOWNSHIP OF PERRY

Per: \_\_\_\_\_  
Norm Hofstetter, Mayor

Per: \_\_\_\_\_  
Beth Morton, Clerk-Administrator

By McMurrich/Monteith on the            day of            , 2021.

THE CORPORATION OF THE  
TOWNSHIP OF  
MCMURRICH/MONTEITH

Per: \_\_\_\_\_  
Angela Friesen, Reeve

Per: \_\_\_\_\_  
Cheryl Marshall, Clerk-Treasurer

## **SCHEDULE A**

### **Description of the Regional Fire Training Program**

The Service Provider shall deliver a comprehensive Regional Firefighter Training Program that will bring the member fire departments up to the current provincial and federal standards and help to implement best practices in firefighting.

The Service Provider will deal with the Administrator for administrative purposes and will deal directly with the Regional Fire Training Committee or its members for training organization, content scheduling and evaluation. The Service Provider will attend any meetings of the Regional Fire Training Committee and Council meetings of the member municipalities as requested.

For each training session, the Service Provider will provide the host Fire Chief with a master copy of the lesson plan / safety plan. The Fire Chief will provide the necessary facilities, equipment and training supplies, including pens, paper, books and copies of the lesson plan / safety plan for the firefighters in attendance. The host fire department will also be responsible for keeping general order during meetings and for disciplining firefighters if necessary.

#### **General Service Provider Responsibilities**

- Develop / provide all lesson and safety plans to current NFPA / MTO standards and to ensure that departments are in compliance with all relevant legislation
- Schedule and coordinate all training sessions with the in-house training officers and Fire Chiefs
- Maintain and keep all records, stored electronically and in hardcopy. Electronic backups of department records will be provided monthly to each fire department, with a full copy of all records provided monthly to the Administrator. Monthly hardcopies of firefighter records will also be provided to the relevant fire department.
- Conduct regular assessments / evaluations for each firefighter and follow up with progress reports to both the individual and the Fire Chief. Organize assessments and provide statistics by individual firefighter, by department and by region.
- Service Provider must, at a minimum, maintain and stay current with its own and any employee's training certifications held at the time of proposal
- All required lesson topics shall be completed within a period of 18 months or as per the new NFPA requirements and begin again to ensure skills remain consistent with NFPA standards and to the needs of the departments and municipalities
- Develop / improve departmental and regional training policies as required and in collaboration with the Regional Fire Training Committee
- Provide its own Personal Protective Equipment (PPE) for each training module
- Protect the health and safety of the Service Provider's workers and the firefighters at all times as per the Occupational Health and Safety Act

#### **Regular Training Meetings**

- A minimum of one nightly training session to be held every other week at each of the Burk's Falls, Kearney and Magnetawan fire halls. Perry and McMurrich/Monteith will share training sessions, with the location of the scheduled session to alternate between their fire halls. Each session shall be a minimum two hours or time as required to complete each session
- A firefighter from any department can attend any of the sessions
- Following the specific training plan as laid out, the Service Provider will, at each session, either act as lead instructor or will assist the in-house trainer/facilitator as per the Fire Chief's judgement
- Training sessions should be geared to the season (i.e. portable pump training for grass fires in spring)

#### **Specialty Training Modules**

- A minimum of FOUR (4) specialty training modules will be offered per year

- Specialty modules to be delivered on either weeknights or weekends, so long as they do not conflict with regular training nights
- Class size will be maximum of 20 firefighters
- Specialty module topics should include but not be limited to
  - Firefighter Recruitment module in early part of the year (approx. 80-100 hours)
  - Drivers D and Z and evaluations (to MTO standards)
  - Pump Operations
  - Water Ice Rescue
  - Auto Extrication
  - Winter Driving
  - Class A Fire Suppression
  - Company Officer
- Modules offered to be reviewed by the Regional Fire Training Committee after 18 month period

**Officer Meetings**


- One meeting per month, training the officers in supervisory and leadership skills, location to be decided.

**SCHEDULE B**  
**List of Participating Fire Departments**

<b>Participating Fire Department</b>	<b>Municipalities Responsible for Paying Its Share of Costs</b>	<b>Percent of Program Cost to be paid</b>
Burks Falls & District Fire Department	Twp. Of Armour, Twp. of Ryerson & Village of Burks Falls*	20%*
Magnetawan Fire Department	Municipality of Magnetawan	20%
Kearney Fire Department	Town of Kearney	20%
Perry Fire Department	Township of Perry	20%
McMurrich/Monteith Fire Department	Township of McMurrich/ Monteith	20%

\*NOTE: Armour, Ryerson & Burks Falls are responsible for paying between them 20% of the Costs of the Program, to be split between themselves in accordance with a separate cost-sharing agreement between them.



	<b>Staff Report</b>
To:	Ryerson Township Council
From:	Judy Kosowan CAO/Clerk/Deputy Treasurer
Date of Meeting:	May 18, 2021
Report Title:	2022 Municipal Election – General Information
Report Date:	May 10, 2021

**Recommendation:**

Received for information purposes.

**Purpose/Background:**

As you know, the next municipal election will be held in 2022. Although it is over a year away, there are many policies and procedures that need to be in place. For the May 18, 2021 meeting, the Compliance Audit Committee and Voting Methods by-laws are on the agenda.

In the future Council will review the municipal election sign policy and use of corporate resources policy.

**Important Dates for 2022:**

**Monday May 2, 2022:** The Nomination period opens and nomination papers can be filed during regular office hours.

**Friday August 19, 2022: Nomination Day.** This is the last day for nominations to be filed and only between 9 a.m. and 2 p.m.

**Monday October 24, 2022:** Voting Day

**Tuesday November 15, 2022:** New Term of Office commences


**Lame Duck:**

The topic of 'Lame Duck' is of interest at municipal election time. It refers to Section 275 of the *Municipal Act*: Restricted Acts after Nomination Day. The determination of whether a Municipal Council is in a restricted position, also known as 'Lame Duck' Council occurs twice during the municipal election process:

1. Between August 19, 2022 to October 24, 2022 – the determination shall be based on the 2022 Candidates nominations that have been certified by the Clerk. If less than three-quarters of the existing council members are not running for council, then the restrictions set out in the Municipal Act will apply; and
2. Between October 24 2022 to November 15, 2022 – the election results are declared by the Clerk shortly after the election. If the election results in less than 75% of the incumbent Council members returning to Council, the restrictions set out in the Municipal Act will apply.

To provide further clarification for a five-member Council: If at least 4 out of the 5 members of the existing council are running again that Council is not in lame duck in the time period from Nomination Day until the Election.

Again, after the election, if at least four of the members of council are incumbents then council is not in lame duck. If at least two members are new to Council then that Council is in lame duck.

	<h2>Staff Report</h2>
To:	Ryerson Township Council
From:	Judy Kosowan CAO/Clerk/Deputy Treasurer
Date of Meeting:	May 18, 2021
Report Title:	Municipal Election Compliance Audit Committee
Report Date:	May 10, 2021

### **Recommendation:**

Be it resolved that leave be given to introduce a Bill # 20-21, being a By-law to establish the Compliance Audit Committee and further; That By-Law # 20-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 18 day of May, 2021.

### **Purpose/Background:**

Section 88.37 (1) of the Municipal Elections Act states that: A council or local board shall establish a compliance audit committee before October 1 of an election year for the purposes of this Act. 2016, c 15. s.66.

Ryerson Township has been a member of the Joint Compliance Audit Committee Serving the Almaguin Area for the 2010, 2014 and 2018 municipal elections.

The role of the Joint Compliance Audit Committee is to ensure that the provisions relating to the election campaign finances under the Municipal Elections Act, are not contravened, and shall follow the necessary procedures to ensure compliance when requested.

The Township of Armour administers this on behalf of the member municipalities and has contacted the existing members of the Joint Compliance Audit Committee. All have agreed to continue to participate in the Committee.

Therefore, it is being recommended that Ryerson Township proceed with adoption of the By-law to Establish a Joint Compliance Audit Committee.

Attached is a copy of the by-law and terms of reference schedule.

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # \_\_\_\_ 21**

**Being a by-law to establish a Joint Compliance Audit Committee and appoint Committee members for the 2022 municipal election period.**

**WHEREAS** Section 20(1) of the *Municipal Act*, S.O. 2001, Chapter 25 authorizes municipalities to enter into joint agreements;

**AND WHEREAS** Section 88.37 of the *Municipal Elections Act*, 1996, as amended, requires municipalities to establish a Committee prior to October 1, 2022;

**AND WHEREAS** interested municipalities in the Almaguin Highlands and surrounding areas have individually agreed by resolution of each respective council, to form a joint Committee;

**NOW THEREFORE** the Council of the Corporation of the Township of Ryerson hereby enacts as follows:

- 1. That participation in the joint compliance audit Committee as authorized by this by-law shall be limited to the following municipal corporations:

The Township of Armour	The Village of Burk’s Falls
The Township of Joly	The Town of Kearney
The Township of Machar	The Municipality of Magnetawan
The Township of McMurrich/Monteith	The Township of Perry
The Township of Ryerson	The Village of South River
The Township of Strong	The Village of Sundridge

That the Council of the Corporation of the Township of Ryerson agrees to the Terms of Reference, attached hereto as Schedule “A”;

- 2. That the following individuals shall be appointed to serve as Committee members on the joint compliance audit Committee for the 2022 election period from December 1, 2022 to November 16, 2026.

John Finley (Chair)  
 Lynne Godfrey  
 Kathryn Whitehead  
 Katharine England (Alternate)

- 3. And further, that each Committee member adheres to the Terms of Reference attached hereto;
- 4. That this By-law repeals By-law # 34-18 as of November 15, 2022.
- 5. That the Mayor and Clerk are hereby authorized to execute the documents by signature and seal of the Corporation of the Township of Ryerson.

Read a first, second and Third time, signed and the seal of the Corporation affixed thereto and finally passed in Council this 18<sup>th</sup> day of May, 2022.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk/Deputy Clerk

**Schedule “A” to By-law # \_\_\_\_ -21**

**Terms of Reference  
For the Joint Compliance Audit Committee  
Serving the interested Municipalities of the Almaguin Area**

**1. Definitions:**

For the purpose of this Terms of Reference, the following definitions shall apply:

**Almaguin Clerk’s Group** – The information organization of Clerks, CAOs, or appointed staff from interested municipalities in the Almaguin Area, who have agreed to pool information, staff, and financial resources for the 2022 election, for the mutual benefit of all participating municipalities.

**Clerk** – The Administrative staff member, generally known to be the Clerk, or Clerk-Administrator from any municipality within the Almaguin Clerk’s Group, for which an application for a compliance audit has been received, or who carries out the business of the Council for his or her respective municipality.

**Committee** – The Joint Compliance Audit Committee as established by the respective Councils of those municipalities represented by the Almaguin Clerk’s Group, and which have passed a resolution of participation for the 2022 election term.

**Council** – The group of elected officials, generally known to be the Council, from any municipality within the Almaguin Clerk’s Group, for which an application for a compliance audit has been received, or who is responsible for making an appointment to a Compliance Audit Committee, as required by Section 88.37 of the *Municipal Elections Act*, 1996, as amended.

**Contributor** – A resident of Ontario who makes a contribution to the election campaign a candidate to support his/her candidacy for municipal election. Additionally, the candidate and his/her spouse can also be contributors to the candidate’s election campaign.

**Recruitment Committee** – The sub-Committee of the Almaguin Clerk’s Group to promote, process, and make recommendation to Council for membership to the Joint Compliance Audit Committee.

**Interested Municipalities** – Those municipalities in the Parry Sound District who have by mutual agreement established a joint compliance audit Committee, as supported by a resolution of each respective council, and authorized by By-Law from each respective council.

**Registered Third Party** - Means, in relation to an election in a municipality, an individual, corporation or trade union that is registered under Section 88.6 of the *Municipal Elections Act*.

**2. Committee Mandate:**

2.1 The Joint Compliance Audit Committee shall ensure that the provisions relating to election campaign finances under the *Municipal Elections Act*, are not contravened, and shall follow the necessary procedures to ensure compliance when requested.

2.2 The Committee shall abide by any terms and conditions which may be set out by the respective municipality’s Solicitor, Auditor, and/or Insurer, for any business relating to a compliance audit, in accordance with the procedural by-law for the respective municipality.

2.3 The Committee will perform all required functions relating to all compliance audit applications. This shall include the following:

- a) The meetings of the Committee shall be open to the public and reasonable notice shall be given to the candidate, the applicant and the public (Section 88.33(5)).
- b) Within 30 days of receipt of an application for a compliance audit from the Clerk, Committee members shall consider the application and decide whether to grant or deny the request (Sec. 88.33(7)).
- c) The decision of the Committee to grant or reject the application, and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant (Sec. 88.33(8)).
- d) If an application is granted, the Committee shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances. (Sec. 88.33(10)).
- e) Within 10 days after receiving the audit report, the Clerk of the municipality shall forward the report to the compliance audit Committee (Sec. 88.33(14)).
- f) Give consideration to the auditor's report within 30 days of receiving it, to determine if legal proceedings should be commenced against the candidate (Sec. 88.33(17)).
- g) The decision of the Committee under subsection (e) and brief written reasons for the decision, shall be given to the candidate, the clerk with whom the candidate filed his or her nomination, the secretary of the local board, if applicable, and the applicant (Section 88.33(18)).
- h) If the report indicates that there was no apparent contravention and the Committee finds that there were no reasonable grounds for the application, Council is entitled to recover the auditor's costs from the applicant.

2.4 The Committee will perform all required functions relating to receiving a report from the Clerk under the review of contributions to candidates, section 88.34(4) or 88.34(7) of the *Municipal Elections Act*. This shall include the following:

- a) Within 30 days after receiving a report from the Clerk, the Committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention (Section 88.34(8)).
- b) The meetings of the Committee shall be open to the public and reasonable notice shall be given to the contributor, the applicable candidate and the public (Section 88.34(9)).
- c) The decision of the Committee under article 4(a) and brief written reasons for the decision, shall be given to the contributor, the clerk of the municipality or the secretary of the local board, if applicable (Section 88.34(11)).

2.5 The Committee will perform all required functions relating to receiving a report from the Clerk under the review of contributions submitted by a registered third party, section 88.36(4) of the *Municipal Elections Act*. This shall include the following:

- a) Within 30 days after receiving a report from the Clerk, the Committee shall consider it and decide whether to commence a legal proceeding against a contributor for an apparent contravention (Section 88.36(5)).
- b) The meetings of the Committee shall be open to the public and reasonable notice shall be given to the contributor, the registered third party and the public (Section 88.36(6)).
- c) The decision of the Committee under article 5(a) and brief written reasons for the decision, shall be given to the contributor and the clerk of the municipality (Section 88.36(7)).

**3. Term of Appointment:**

3.1 The Committee shall serve for the 2022- 2026 term of council, which shall be from December 1, 2022 to November 16, 2026, to consider applications originating from the 2022 election, and any by-elections during that term.

Notwithstanding the term identified above, the Committee shall be dissolved at the earliest of:

- a) The conclusion of the requirements noted in Section 88.37 of the *Municipal Election Act*; or
- b) On November 16, 2026.

**4. Committee Composition**

4.1 The Committee shall consist of four (4) members, one of which is to be designated as an alternate.

4.2 A Chair, a Vice Chair, and a Secretary shall be appointed at the first Committee meeting.

4.3 Membership shall be limited to individuals with a legal or financial background, or who have served on boards or Committees, or who have demonstrated knowledge of campaign finances, including retired municipal professionals.

4.4 Members must be bondable to maintain integrity of process and seriousness of position.

4.5 Appointment to the Committee shall be by resolution or bylaw of Council.

4.6 Members of the Committee shall not be Council members, municipal staff or candidates in the 2022 election or any by-election during the term of Council and must attest to same in writing.

4.7 To avoid possible conflict of interest, any auditor or accountant appointed to the Committee may not undertake the audits of preparation of financial statements of any candidates seeking election to Council. Contravention of this requirement shall result in expulsion from the Committee.

4.8 The respective Clerk shall provide administrative support to the Committee, and shall establish procedures, as required.

**5. Committee Selection:**

5.1 To ensure adherence with the *Municipal Freedom of Information and Protection of Privacy Act*, a recruitment Committee shall be established by the Almaguin Clerk`s Group, from among its members.

5.2 The recruitment Committee will promote, advertise, interview, and make recommendation for appointment to the joint Committee, having regard for individual municipalities` policies relating to Committee appointment. One

individual shall be chosen from within the recruitment Committee to be the Secretary and shall be the contact for resume submission.

- 5.3 Applicants will be required to submit a resume outlining their qualifications and experience.
- 5.4 The recruitment Committee will receive and review all applications, conduct interviews, and make recommendations to Council based on the following:
  - a) Knowledge of rules for municipal election campaign finances
  - b) Experience on a Committee, board, or similar group
  - c) Availability to attend meetings
  - d) Oral and written communication
  - e) Level and area of expertise
- 5.5 The Almaguin Clerk's Group shall prepare an advertisement to be placed in the Almaguin News, calling for interested, qualified applicants to submit resumes for consideration. The Committee positions shall also be promoted on respective municipal websites for application submission by the date prescribed by the Almaguin Clerk's Group.
- 5.6 A recommendation for the expulsion of a member of the Committee may be made to Council by another member of the Committee, or by the Clerk.
- 5.7 Reasons for expulsion shall include, but not limited to, the member being in contravention of *Municipal Act*, the *Municipal Freedom of Information and Protection of Privacy Act*, the *Provincial Offences Act*, the *Municipal Conflict of Interest Act*, the *Municipal Elections Act*, or the Joint Compliance Committee Terms of Reference, or for disrupting the work of the Committee.
- 5.8 Committee members shall be asked to sign an acknowledgement accepting terms and conditions outlined in the above Terms of Reference, and the *Municipal Elections Act*, 1996, as amended.

## **6. Meetings:**

- 6.1 The Committee shall hold one initial meeting following submission of all Clerk's reports. Subsequent and additional meetings shall be in response to application(s) for compliance audit, to a maximum of 4 meetings per application, in consultation with the Clerk of the respective municipality.
- 6.2 Following Election Day and the final day for candidates to submit their Financial Statements, the Clerk of the Municipality shall review the Statements and prepare a report regarding spending regulations and limits for the Compliance Audit Committee review.
- 6.3 Meetings shall be conducted using guidelines established in the Municipal Procedural By-Law for the municipality from which an application originated.
- 6.4 Committee members shall be bound by the Code of Conduct in force in the municipality for which they are performing the functions included in this Terms of Reference.
- 6.5 The Chair shall cause notice of the meetings, including the agenda for the meetings to be provided to members of the Committee a minimum of three (3) business days prior to the date of each meeting. Quorum for meetings shall consist of a majority of the members of the Committee.
- 6.6 Minutes shall be recorded at each meeting and shall outline the general deliberations and resulting actions and recommendations.



6.7 The location of the meetings shall be set by the Committee. Reasonable notice will be provided.

6. Financial consideration shall be as per Section 9.

**7. Closed Meetings:**

7.1 The meeting may be held in whole or in part in a closed session upon affirmative vote of the majority of the membership to do so. Closed sessions shall be conducted only to discuss matters identified under Section 239(2) of the *Municipal Act*. Should a closed session be required, all attendees who are not Committee members, or the Clerk, or individuals expressly requested by the Committee to remain, shall vacate the meeting premises. Members of the public may return to the meeting, once the closed session has concluded.

**8. Conflicts of Interest:**

8.1 Committee members shall be bound by the *Municipal Conflict of Interest Act*, with respect to financial interest, and shall disclose any pecuniary interest to the Secretary. That member shall then remove himself or herself from that portion of the meeting at which the matter for which pecuniary was declared is discussed.

**9. Financial Compensation:**

9.1 An honorarium of \$500.00 per year shall be provided to each active Committee member, including the alternate member. Payment of the annual honorarium shall be shared equally between the participating municipalities.

9.2 In addition to the annual honorarium, a meeting per diem shall be issued in the amount of \$75.00 per meeting. Mileage shall be reimbursed at a rate of \$0.54/km upon receipt of the request for reimbursement from the Committee member. Payment of the per diem reimbursement, as well as the mileage reimbursement, shall be paid by the municipality for which an application has been received, except in the case of the initial meeting, for which payment of these monies shall be shared equally between the participating municipalities.

9.3 Administration of financial compensation shall be the responsibility of the Office of the Clerk for the Township of Armour.

**10. Resources:**

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Sections 88.33 to 88.36 of the *Municipal Elections Act*, 1996 as amended.

**Schedule "B" to By-law # \_\_\_\_ - 21**

**Roles and Responsibilities  
For the Joint Compliance Audit Committee (JCA)  
Serving the interested Municipalities of the Almaguin Area**

**1. Duties of the Clerk for the Municipality requiring the meeting of the JCA**

1.1 The Clerk shall ensure the administrative practices and procedures for the Committee are followed and shall carry out any duties required under the Act to implement the Committee's decisions.

**2. Duties of the Chair**

2.1 The duties of the Chair are as follows:

- a) Liaise with the Clerk and review meeting agendas.
- b) Call Committee meetings to order when there is a Quorum, preside over Committee discussions, facilitate Committee business, follow the procedures as set out herein, identify the order of proceedings and speakers and rule on points of order as may be necessary.
- c) The Chair shall preside over the Conduct of the meeting, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meeting.
- d) Participate as an active Member, encouraging participation by all Members.
- e) The Chair is permitted to provide brief comments during discussion, make motions and vote on all matters.
- f) If the Chair is not present within the first fifteen minutes of a Committee meeting or is absent through illness or otherwise, and quorum is still obtained, the Vice Chair shall preside over the meeting,

**3. Duties of Committee Members**

3.1 The duties of Committee Members are as follows:

- a) Attend all Committee meetings or notify the Clerk as soon as possible in the event that the member cannot attend.
- b) Understand their role, the Committee's Mandate and meeting procedures.
- c) Declare any pecuniary interest in any matter prior to consideration by the Committee and refrain from discussion and voting on the matter in accordance with Section 5 of the *Municipal Conflict of Interest Act*.
- d) Participate as an active and voting member, asking questions, and seeking clarification through the Chair.
- e) Develop and maintain a climate of mutual support, trust, courtesy and respect.
- f) Work together to utilize the knowledge, expertise and talents of all members.
- g) Respect the decisions of the Committee and that such decisions reflect the majority view.

**4. Support**

4.1 The following support shall be provided to the Committee:

- a) The Recruiting Committee for the Almaguin Joint Compliance Audit Committee shall call the first regular meeting of the Committee to order and conduct the election of the Chair, Vice Chair and secretary of Committee Members.
- b) The affected municipality's staff in conjunction with the Committee secretary shall thereafter:
  - i) Prepare agendas for review by the Committee Chair.
  - ii) Electronically distribute agendas to all Committee Members before the meeting and post to the relevant municipal website.
  - iii) Arrange for or set up meeting areas, giving consideration to the nature of the matters to be discussed, any audio-visual requirements, attendance by the public and ensuring accessibility needs identified have been met.
  - iv) Arrange for attendance of delegations in conjunction with the Chair.
  - v) Attend Committee meetings, record attendance, confirm Quorum and record when the meeting starts and adjourns.
  - vi) Provide procedural advice to the Chair and Committee as required.
  - vii) Take minutes, record a summary of the discussion for each agenda item, record all Committee motions and resolutions including the name of the mover.
  - viii) Record any disclosures of pecuniary interest, including the general nature thereof.
  - ix) Review and correct any errors in the minutes of previous meetings.
  - x) Prepare the Committee minutes.
  - xi) Electronically distribute minutes to all Committee Members and post on the relevant municipal website.
  - xii) Facilitate and complete any additional work to be undertaken on behalf of the Committee.
  - xiii) Maintain Committee agendas, minutes, correspondence, Reports of the Auditor and outstanding items in the Corporation's records management system.

**Schedule “C” to By-law # \_\_\_\_\_ - 21**  
**Procedures**  
**For the Joint Compliance Audit Committee**

**1. Meeting Procedures**

1.1 The Committee shall meet once prior to November 30<sup>th</sup> after each municipal election to review the Terms of Reference and Committee Procedures

1.2 Calling of Committee Meetings

- i) The Clerk of the relevant municipality will summon a meeting of the Committee when an Application is received.
- ii) Meetings shall be held at such time and location as the Chair deems appropriate.

1.3 Agendas

The following components shall be included in Committee agendas. Specific subject items are to be included under each component:

- i) Consideration of Applications for a Compliance Audit
- ii) Consideration of Auditor/Legal Reports \*
- iii) Adjournment

\*Committee may adjourn to Closed Session in accordance with Section 239 (2) of the Municipal Act, S.O. 2001.

1.4 Quorum

The minimum number of Committee Members required to be present at any meeting in order to conduct Committee business shall be no less than three. If no Quorum is present fifteen minutes after the time fixed for a meeting, or the resumption of a meeting after a recess, or should a Quorum at a meeting be lost for a period of fifteen (15) consecutive minutes, the Clerk or designate will record the names of the Members present and the meeting will stand adjourned until the next meeting scheduled by the Chair.

**2. Conduct of Committee Business**

2.1 All Meetings of the Committee shall be open to the public, except for those circumstances provided for in Sections 239 (2) and (3.1) of the *Municipal Act, 2001*.

2.2 The business of each meeting shall be taken up in the order in which it stands upon the agenda, unless otherwise decided by the Committee.

2.3 Where the agenda includes consideration of more than one Application, applications may be dealt with by the Committee either individually or collectively dependent upon the direction of the Committee.

2.4 The Chair will summarize each Application received and request that the Applicant or his or her agent and Candidate or his or her agent identify themselves.

## 2.5 Applicant's Delegation

- i) The Applicant or the Applicant's agent may address the Committee for a maximum of 10 minutes unless granted leave by the Chair.
- ii) Members may ask questions of the Applicant or Applicant's agent through the Chair.
- iii) Questions of the Applicant or the Applicant's agent by the Candidate or the Candidate's agent *are not permitted*.
- iv) All materials presented to the Committee in open session are deemed to be public documents.

## 2.6 Candidate's Delegation

- i) The Candidate or the Candidate's agent may address the Committee.
- ii) The Candidate may respond to the content of the Application and Applicant's or the Applicant's Agent's address to the Committee.
- iii) Members may ask questions of the Candidate or Candidate's agent, through the Chair.
- iv) Questions of the Candidate or the Candidate's Agent by the Applicant or the Applicant's agent *are not permitted*.
- v) All materials presented to the Committee in open session are deemed to be public documents.

2.7 Where the agenda includes consideration of more than one Auditor's Report, the Reports may be dealt with by the Committee either individually or collectively dependent upon the direction of the Committee.

## 2.8 Auditor's Report

- i) An Auditor shall be appointed by the Committee as per Section 3. D of the Terms of Reference.
- ii) The Auditor shall address the Committee and provide a summary of his or her Report and its conclusions.
- iii) Members may ask questions of the Auditor through the Chair.
- iv) Members may ask questions of any person present at the meeting, such questions to be through the Chair and at the sole discretion of the Chair.
- v) The Candidate, Applicant, their agents or any person present at the meeting may not ask questions of the Auditor or the Committee.

2.9 Decisions of the Committee shall be by resolution. A simple majority vote of the Committee Members present is required to pass a resolution.

Generally, the Committee will render its decision at each meeting. Subject to deadlines imposed by the Act, the Committee may reserve its decision if further deliberation is required.

2.10 The Chair shall preside over the Conduct of the meeting, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meetings, subject to an appeal by any Member to the Committee from any ruling of the Chair.

2.11 When two or more Members wish to speak, the Chair shall name the Member who first raised his or her hand.

2.12 A Member shall not:

- i) Speak disrespectfully to or about another member;
- ii) Use offensive words or unparliamentarily language during meetings;
- iii) Disobey the procedures of the Committee, or decision of the Chair or the Committee on questions of procedure;
- iv) Leave his/her seat or make any noise or disturbance while a vote is being taken and until the result is declared;

2.13 In case any Member persists in a breach of the foregoing section after having been called to order by the Chair, he or she may be ordered by the Chair to leave his/her seat for that meeting, but in case of ample apology being made by the offender he or she may, by vote of the Committee, be permitted forthwith to resume his or her seat.

2.14 When a Member desires to address the Committee upon a matter that concerns the rights or Privileges of the Committee collectively or individually, he or she shall be permitted to raise such matter of Privilege, and a matter of Privilege shall take precedence over other matters.

2.15 When a Member desires to call attention to a violation of the rules of procedure, she or he shall ask leave of the Chair to raise a Point of Order and after leave is granted:

- i) State the Point of Order with a concise explanation and resume his or her seat until the Chair has decided the Point of Order;
- ii) Unless a Member immediately appeals to the Committee, the decision of the Chair shall be final;
- iii) If the decision is appealed, the Committee shall decide the question without debate and its decision shall be final;

2.16 When the Chair calls a Member to order, the Member shall immediately sit down until the Point of Order is dealt with and the Member shall not speak again without permission of the Chair unless to appeal the ruling of the Chair.

### **3. Motions**

3.1 The following rules shall apply to motions:

- a) All motions must be introduced by a mover before the Chair can put the motion on the floor for consideration.
- b) After a motion is properly moved, it shall be deemed to be in the possession of the Committee but may be withdrawn by the mover at any time before a vote with the consent of the Committee.
- c) The number of times a Member may speak on a motion shall not be limited. A Member shall not be restricted to asking questions only of the previous speaker but the question must relate directly to the matter under discussion.
- d) A motion to move a previous motion shall not be allowed.
- e) Any Member may require the motion under discussion to be read at any time, but not so as to interrupt a Member while speaking.

- f) When a motion is under consideration, no motion shall be received other than a motion to:
  - i) Adjourn, which motion is neither amendable nor debatable;
  - ii) Table, which motion is not debatable;
  - iii) Defer action;
  - iv) Refer, which motion is debatable as to its merits only;
  - v) Amend.
- g) A motion to refer shall take precedence over any other amendment.
- h) Only one amendment at a time can be presented to the main motion. Only one amendment can be presented to an amendment, but when the amendment to the amendment has been disposed of, another amendment may be introduced, and when that amendment has been decided, another may be introduced.
- i) The amendment to the amendment, if any, shall be voted on first, then if no other amendment is presented, the amendment shall be voted on next, then if no other amendment is introduced, the main motion, or if any amendment has carried, the main motion as amended, shall be put to a vote.
- j) Nothing in this section shall prevent other proposed amendments being read for the information of the Members.
- k) When the motion under consideration contains distinct propositions, upon the request of any Member, the vote upon each proposition shall be taken separately.
- l) After the Chair commences to take a vote, no Member shall speak to or present another motion until the vote has been taken on such motion, amendment or sub-amendment.
- m) Every Member present at a meeting when a vote is taken on a matter shall vote unless prohibited by statute, in which case the fact of the prohibition will be recorded in the minutes. If any Member present persists in refusing to vote, she or he shall be deemed as voting in the negative. Any motion on which there is a tie vote shall be deemed to be defeated. Recorded votes are not permitted.
- n) After any matter has been decided by the Committee any Member may move for reconsideration at the same meeting, but no discussion of the motion that has been decided shall be allowed until the motion for reconsideration has carried.
- o) All motions not disposed of, shall be placed on the agenda for the next meeting of the Committee, subject to any deadlines imposed by the Act.

#### **4. Minutes**

- 4.1 Minutes shall be taken for all meetings and briefly outline the substance of item listed on the agenda, including delegations, reports, motions, resolutions and other actions taken. Minutes shall reflect the decision when necessary of the Committee in keeping with the *Municipal Election Act, Section 88.33(7)*.

**5. Media Relations and Communications**

5.1 All media contact shall be made through the Clerk or Chair.


**6. Conflict of Interest**

6.1 Legislated requirements as set out in the *Municipal Conflict of Interest Act* shall apply to all Committee Members. It is the responsibility of each Member to disclose any pecuniary interest prior to discussion of a particular matter. Once declared, the Member shall not discuss or vote on the matter. If the declaration relates to a matter being discussed during a closed portion of the meeting, the Member must leave the meeting during all discussion on the matter. Members are encouraged to seek independent legal advice if they are unsure of whether or not they have a pecuniary interest in a matter. Municipal staff does not provide advice or interpretation related to declarations.

**7. Matters Not Dealt with in These Procedures**

7.1 If the practices and procedures set out herein do not provide for a procedural matter, the practice or procedure shall be determined by the Clerk or designate in conjunction with the Chair. Where the matter arises during a meeting and cannot be dealt with to the satisfaction of the Chair and Clerk or designate, the matter shall be deferred to the next meeting of the Committee.



	<h2>Staff Report</h2>
To:	Ryerson Township Council
From:	CAO/Clerk/Deputy Treasurer Judy Kosowan
Date of Meeting:	May 18, 2021
Report Title:	2022 Municipal Election – Voting Methods
Report Date:	May 4, 2021

**Recommendation:**

Be it resolved that leave be given to introduce a Bill # 21-21, being a By-law to authorize Vote by Mail for the municipal election and further; That By-Law # 21-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 18 day of May 2021.

**Purpose/Background:**

The Municipal Elections Act (MEA) Section 42 (1) states that:

The council of a local municipality may pass by-laws:

- a) authorizing the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scanning vote tabulators;
- b) authorizing elections to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote.

The MEA was amended through Bill 218, requiring a decision on alternative voting methods be made by May 1st in the year of the election rather than in the year before the election. Despite the change in legislation, staff believe there are advantages to selecting an alternative voting method at this time, so that policies and procedures can be reviewed and updated as required.

The Township of Ryerson has successfully been using the Vote by Mail method for municipal and school board elections since 2010.

With vote by mail, voting kits are mailed to eligible electors on the Voter's List, with instructions on how to vote. Upon receipt of the Vote by Mail kit, the voter completes the ballot, places it in the Secrecy Envelope and seals it. The voter then signs the Voter Declaration Form and places it, along with the sealed Secrecy Envelope, in the yellow prepaid business reply envelope. The completed package is then mailed or delivered in person to the Municipal Office.

Staff recommends that Ryerson Township continue to use the Vote by Mail method of Voting.

Vote by Mail by-law attached.

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # \_\_\_\_\_ - 21**

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**BEING A BY-LAW TO AUTHORIZE VOTE BY MAIL FOR MUNICIPAL ELECTIONS**

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**WHEREAS** Section 42 of the Municipal Elections Act, S.O. 1996 provides that a municipal Council may pass a by-law authorizing electors to use an alternate voting method that does not require electors to attend at a voting place in order to vote.

**AND WHEREAS** Council deems it appropriate and in the public interest to conduct municipal elections using vote by mail.

**NOW THEREFORE** the Council of the Corporation of the Township of Ryerson hereby enacts a by-law as follows:

1. The alternate voting method of 'Vote by Mail' is hereby authorized for municipal elections in the Township of Ryerson.
2. A Vote By Mail Kit will be provided to every person who qualifies to be an elector. The kit will either be mailed or directly provided to each qualified elector.
3. A Ballot Return Station shall be established at the Municipal Office on the dates and times to be designated in the procedures and rules for the vote by mail municipal election.
4. Ballot Returning Station means a voting place under the supervision of a Deputy Returning Officer where electors who prefer to deliver or have delivered their completed ballots, may deposit their ballots directly into the care of the Municipal Clerk rather than forwarding their ballots by mail.
5. Every elector has the responsibility of completing the ballots in accordance with the Municipal Elections Act 1996, and the procedures authorized by this By-Law and returning the completed ballots to the Municipal Clerk by mail or by deposit at the Ballot Return Station on or before 8:00 p.m. on Voting Day.
6. No proxy voting provisions or advance voting provisions other than the Ballot Return Station are applicable at the Municipal Elections conducted in accordance with this by-Law.
7. The Municipal Clerk shall prepare procedures and rules for the vote by mail municipal election and provide these procedures and rules to each candidate when their nomination is filed.
8. Any person, corporation or trade union guilty of corrupt practices or contravening the provisions of the Municipal Elections Act 1996 of the procedures and rules established in paragraph 7 of this by-law may be prosecuted pursuant to the provisions of the Municipal Elections Act 1996, as amended.
9. This By-Law shall take effect on the date of passing thereof.

Read a First, Second, and Third time,  
Signed, and the Seal of the Corporation  
affixed thereto and finally passed in open  
Council this 18<sup>th</sup> day of May, 2021.

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MAYOR

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CLERK/DEPUTY CLERK

# *Women's Own Resource Centre*

April 26th, 2021

The Township of Ryerson

Dear Mayor and Council,

RECEIVED

MAY 06 2021

I am writing to you on behalf of the Women's Own Resource Centre (WORC), which is a non-profit, registered charitable organization. We provide information, referral and support to women, girls and families of the Almaguin Highlands to assist them in working toward their economic goals. Our Rural Outreach Program Endeavour (ROPE) provides workshops in self-employment, networking, mentoring and life skills.

The Women's Own Resource Centre was established in 2000, is centrally located in the Almaguin Highlands district and has been successfully helping women and their families for twenty years. We serve a rural population of approximately 30,000 permanent residents that include many working poor families that are unable to qualify for current forms of government assistance and services. WORC serves northern, low-income, rural women who may have experienced violence or abuse in their lives. Many of these women have poor self esteem, few assets and limited family support. These women face numerous barriers which are worsened by their isolation and increased financial cost of basic social inclusion. The support of WORC is essential in working with them on a plan for recovery and growth.

The Rural Outreach Program Endeavor encompasses workshops which are offered free of charge with financial support being available for transportation and childcare costs to increase accessibility and remove as many barriers as possible. In addition to supporting women in creating sustainable livelihoods through achieving economic independence, WORC provides business services, business plan assistance, one to one consultations, information sharing, support, referrals, resources and a large donation network.

In 2020/21 (our fiscal year of April 1<sup>st</sup>, 2020 – March 31<sup>st</sup>, 2021) our Centre recorded 2,443 drop-ins, 399 phone calls, 1,779 emails and 91 one to one consultations for crisis, business and personal reasons throughout the year. Despite COVID19 restrictions and our need to transition to online platforms, our Entrepreneurial Skills Training workshop supported 17 women in 2020/21 through the process of starting a small business with 9 of these women launching businesses throughout the Almaguin Highlands and an additional 4 hoping to launch within the next year. Our Life Skills Training workshop supported 12 women in 2020/21 and 140 individual women participated in local Resource & Business Network Luncheons. WORC also responded to 16 crisis calls which includes 8 in regards to violence against women. Through our Donation Drop-Off/Pick-up Program, we were able to assist 227 local families with free clothing, outdoor gear, housewares, furniture, school supplies and hygiene products throughout this past year.

In addition to core programming, WORC hosts two annual Women In Business Trade Shows which gives local entrepreneurs the opportunity to showcase their products and services to a larger audience at no cost to them. This year, with challenges presented by COVID19 in regards to the ability to host group events, WORC launched an online platform – The Almaguin Virtual Market on Facebook. This group was created to assist local businesses and connect them with local potential customers, encouraging all to shop local and support Almaguin businesses. To kick start the group, WORC purchased \$1000 worth of gifts and prizes from local vendors and organized a "Virtual Giveaway" where people could earn ballots by engaging with the group vendors and sharing with others. The initiative took off, garnering around 1500 participants and over 120 unique Almaguin vendors. In later feedback, 34% of vendors indicated a large increase

105 Ottawa Ave., Box 155, South River, ON P0A 1X0

Phone: (705) 386-9672 Toll Free: 1-888-640-8668

Fax: (705) 386-7111 Email: [info@womensownresource.org](mailto:info@womensownresource.org)

[www.womensownresource.org](http://www.womensownresource.org)

# Women's Own Resource Centre

in sales with an additional 22% indicated a moderate increase in sales due to the group's creation. WORC also takes great pride in organizing and hosting an annual International Women's Day Celebration which features women led businesses from all corners of the Almaguin Region along with support organizations that can offer programs and assistance to local residents. Again, this past year with COVID restrictions, WORC pivoted to an online nomination initiative celebrating local women and the impacts they are having throughout the Almaguin Highlands.

WORC's services, now more than ever given the uncertain situation we find ourselves in, are increasingly needed in our region to foster growth and ensure that the most vulnerable are not left without the supports they need to build sustainable livelihoods. Throughout the Corona Virus Pandemic, WORC has continued to support our clients virtually and via email through Business Plan Development, navigating support options, crisis counselling, even reaching out to seniors and those without access to transportation for contactless delivery of essential goods. We will continue to be there for the residents of the Almaguin Highlands and together, we will get through this difficult time.

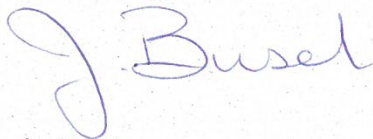
WORC's services, programs and supports continue to be of great need in our region. They ensure that the most vulnerable community members are not left without the supports they need to build sustainable livelihoods here in the Almaguin Highlands. Livelihoods where they feel connected to their communities and have opportunities to succeed.

Throughout the COVID19 Pandemic and numerous "Lockdowns", WORC has continued to support our clients virtually, via email and in person (on an individual basis) through Business Plan Development, navigating support options, crisis counselling and referrals amongst other services and supports – we work hard to ensure that nobody falls through the cracks.

In order to continue to offer these free programs and supports, the Women's Own Resource Centre is dependent upon funding from several sources. Donations help to ensure that we can continue to make important services and supports available to the women and families of the Almaguin Highlands. Donations also help us to provide outreach to those clients who are made increasingly vulnerable by their severe isolation due to the sheer size of our region.

We are asking for support from each municipality in the amount of .50 cents per capita to support new and continuing initiatives in 2021/22. We thank those who have supported us in the past and look forward to new working relationships and opportunities. Should you wish WORC to make a presentation to your council to discuss upcoming projects, or if you have any questions, please call 705-386-9672 or email [jessica@womensownresource.org](mailto:jessica@womensownresource.org)

We thank you for your time and consideration in this matter and we look forward to continuing our efforts to help women and families in the Almaguin Highlands thrive.



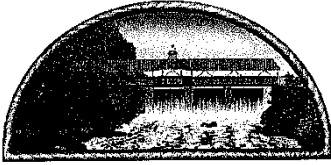
Jessica Busch  
Program Manager

per capita:

$$648 \times .50 = \$324.00$$

- We usually donate to  
this organization annually.

105 Ottawa Ave., Box 155, South River, ON P0A 1X0  
Phone: (705) 386-9672 Toll Free: 1-888-640-8668  
Fax: (705) 386-7111 Email: [info@womensownresource.org](mailto:info@womensownresource.org)  
[www.womensownresource.org](http://www.womensownresource.org)



The Municipality of the  
**VILLAGE OF BURK'S FALLS**

172 Ontario Street • PO Box 160 • Burk's Falls ON P0A 1C0  
P 705-382-3138 • F 705-382-2273 • www.burksfalls.net

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**ARBFMA Manager's Report April 27<sup>th</sup>, 2021**

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**RECOMMENDATIONS**

Accept this report as information for discussion.

**Arena Highlights Update**

- The work to upgrade the cane bolts in the Zamboni Room has been ordered.
- The work to install the Handicap rails in the upstairs washrooms has been ordered.
- The COVID-19 protocol has been updated to reflect facility use while in COVID-19 Red Zone, Yellow Zone and Green Zone. It will be updated as needed to reflect Orange placement as well.
- Staff have been busy with maintenance and upkeep of the facility. Including painting, scrubbing and other maintenance as required
- The work to build storage closets in the Karl Crozier Memorial Room have been ordered and the quote came in under budget.
- Arena staff have ordered 2 tables carts to assist with the storage and more efficient moving of tables as part of the storage room construction project.
- The pandemic has caused cancellation of 4 upcoming wedding receptions and other monthly/scheduled room rentals in 2021. The current loss of revenue from room rentals based on these current cancellations is \$3500.
- The arena and arena staff are ready to start up the ice plant June 18<sup>th</sup>, 2021. The current stay at home order is in effect until May 20<sup>th</sup>, 2021. Our ability to make ice this summer will most definitely depend on the Government of Ontario and their Colour Zone placement of the NBPSHU after this current lockdown.
- Staff have reached out to Winning Techniques to discuss their summer program and currently they are planning on running their program. It must be assumed that they too may have to wait for Government approval and guidelines to run a summer program in 2021.
- Arena, Recreation and Treasury staff have been training on the BookKing software to be prepared when facilities and programs are back up and running.

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Signature  
Graham Smith RRFA/CIT  
Burk's Falls Arena Manager

East Parry Sound Veterinary Committee

Annual General Meeting

Teleconference Call

Wednesday March 24th, 2021 at 7:00 PM

**Opening:** Chairman Wayne Fetterley - call the annual meeting to order at 7:02 PM as they welcomed the Township representatives . Those present -Wayne Fetterley, Keith Miller, Dick Gibb, Jeff McLaren, Ron McLaren, Grant Crozier, Penny Brandt and secretary Gord Mitchell . Guests- Melanie Aikens of the Ministry of Energy Northern Development and Mines, our contract veterinarian Dr. Kelly Drost. Regrets - Dr. Norma de Rose, Rex Smith and Doug Weddel.

**Annual Minutes of the 2020: Chairman** Wayne asked that the minutes of the 2020 be reviewed. The minutes had earlier been email and delivered, Gord Mitchell suggested that they be accepted as delivered. Motion moved by Jeff McLaren, seconded by Keith Miller. There was not discussion. Carried.

**Approval of the Financial Statement for 2020:** Wayne Fetterley had agreed to audit the books and commented that he had reviewed the statements that were provided and that he found all was in order. He did ask where the charge for the teleconference call for the 2020 AGM was and Gord Mitchell the treasurer said that he had not included it as the payment was included in a large payment to the teleconference company. This 2020 AGM charge will be included in the 2021 expense sheet. A motion was moved by Grant Crozier seconded by Jeff McLaren to accept the financial statement as presented. Carried.

**Business arising from the Annual Minutes:** All motions that were made, were completed.

**Correspondence review:**

Letters were sent to financial contributors for the assessments in 2020.

NPAHN requested the 2020 VSC fee to stay qualified with the Veterinarian Assistance Program.

**Report from the Contract Veterinarians:**

**Dr Norma de Rose** – was unable to attend due to sickness – Her call total for the year April 1<sup>st</sup> 2020 to March 31 2021 equal 107 calls; travelled 8934 kilometer and earned \$10,720 from the Veterinary Assistance Program (VAP).

**Dr Kelli Drost** – Her calls for the same fiscal year as Dr de Rose - in the East Parry Sound Area – 241 calls; 26174 km and earned \$31408.00 from the VAP. Kelly reported that she got 20 new clients in East Parry Sound. When she takes on a new client she has client information kit and explains about the program, the fees and discusses storage of drugs. Her calls range from equine dentistry to be farmers who needs drugs. She has tried some Tele medicine with emails and photos to work on treatment plans.

**Report from the Northern Producer Animal Health Network's AGM** in October 2020 - Ron McLaren attended and found it very interesting to see what goes on at the NPAHN level of large animal health care and met a few new people online. Ron indicated that he's interested in going to the next annual meeting as a follow up to the 2020 event. Ron reported on the project that NPAHN is working on now – to create a framework to resolve conflicts for the Veterinary Assistance Program guidelines for all stakeholders to use as conflicts do arise from time to time.

**Confirm vet service committee supporter representatives:**

Machar: Ron McLaren	Strong: Jeff McLaren
Village Burks Falls: Rex Smith	Joly: Doug Weddel
Township of Magnetawan: Keith Miller	Armour: Grant Crozier
Town Kearney: Wayne Fetterley	Ryerson: Penny Brandt
McMurrich: Dick Gibb	Township of Perry: Doug Weddel

**Motion** moved by Jeff McLaren, seconded by Dick Gibb that the list of representees be named for this year.

Joly township to name a representative.

**Appoint Auditor:** Wayne agreed to be the auditor of the committee books for 2021 year.

**Election of Chair and Vice Chair:**

Wayne Fetterley was nominated for the chair and accepted.

Penny Brandt volunteered to be the vice president.

**Appoint secretary/treasurer:** Gord Mitchell agreed to carry on in this position in 2021.

**Approved Vet Contracts for 2021 to 2022 operational year.**

Motion moved by Jeff McLaren, seconded by Grant Crozier to award Dr Norma de Rose 50% of the contact in East Parry Sound. Carried.

Motion moved by Keith Miller, seconded by Ron McLaren to award Dr Kelly Drost 50% of the contract East Parry Sound. Carried.

**Approve payment of the VSC fees to NPAHN:**

Motion moved by Jeff McLaren, seconded by Grant Crozier to pay NPAHN fee of \$1,000.00 that will keep East Parry Sound active in the VAP. Carried.

**Confirm township assessment fees to pay the NPAHN fee:**

Machar Township: \$ 160.00                      Village of Burks Falls: \$ 100.00

Perry Township \$ 180.00                      Ryerson: Township \$ 250.00

Armour Township \$210.00                      Strong Township: \$ 310.00

Joly Township \$ 110.00                      Town of Kearney: \$ 90.00

McMurrich/Monteith Township: \$ 90.00      Township of Magnetawan: \$ 385.00

Motion moved by Penny Brandt, seconded by Grant Crozier that the assessment fees remain the same as 2020. Carried.

**Melanie Aitkins** – We deliver Ontario government programs, services and information across the North.

We promote economic growth, infrastructure enhancements and investment in Northern Ontario. We also market the North on the global stage to attract investment dollars and open new export opportunities for northern businesses.

We ensure that government policies and programs reflect a northern perspective by gathering input from northern citizens and providing a voice for them in government decision-making.

Please contact Melanie for more information on these and other Ministry programs.

Adjournment declared by Chair Wayne at 9:10 pm.

P.S. Correspondence from Joly – Doug Weddel was nominated by their council to be their township representative in Dec 2020.

**JOINT BUILDING COMMITTEE  
ANNUAL PERMIT SUMMARY  
2021**

Month	No. of Permits	Permit Fees	Project Values	Size (sq.m)
January	5	\$13,482.00	\$865,500.00	786
February	2	\$2,675.00	\$165,000.00	247
March	10	\$19,956.40	\$1,263,560.00	1987
April	21	\$40,309.75	\$2,565,255.00	3413
May	0	\$0.00	\$0.00	0
June	0	\$0.00	\$0.00	0
July	0	\$0.00	\$0.00	0
August	0	\$0.00	\$0.00	0
September	0	\$0.00	\$0.00	0
October	0	\$0.00	\$0.00	0
November	0	\$0.00	\$0.00	0
December	0	\$0.00	\$0.00	0
<b>TOTALS</b>	<b>38</b>	<b>\$76,423.15</b>	<b>\$4,859,315.00</b>	<b>New Construction 6433</b>
				<b>Demolitions 99</b>

**JOINT BUILDING COMMITTEE  
ANNUAL PERMIT SUMMARY  
2021**

Month	No. of Permits	Permit Fees	Project Values	SFD'S, Seasonal Dwellings and Multi-Unit Dwellings	
				2020	2021
Burks Falls	3	\$1,140.00	\$56,000.00	0	0
Joly	1	\$3,100.00	\$200,000.00	0	1
South River	5	\$8,455.00	\$536,605.00	1	1
Machar	7	\$13,440.00	\$856,000.00	0	3
Strong	12	\$22,029.75	\$1,393,650.00	0	4
Ryerson	7	\$24,756.40	\$1,603,560.00	2	3
Sundridge	3	\$3,502.00	\$213,500.00	0	1
<b>TOTALS</b>	<b>38</b>	<b>\$76,423.15</b>	<b>\$4,859,315.00</b>		<b>13</b>
<b>Permit activity at end of March 31, 2021</b>					
<b>TOTALS</b>	<b>11</b>	<b>\$19,989.00</b>	<b>\$1,165,225.00</b>	<b>3</b>	
<b>Permit activity at end of March 31, 2020</b>					
<b>TOTALS</b>	<b>27</b>	<b>\$56,434.15</b>	<b>\$3,694,090.00</b>		<b>10</b>
<b>Difference from previous year</b>					





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## Arena Repurposing Committee Meeting

### Minutes

May 3<sup>rd</sup>, 2021

#### 1. Call to order @ 11:30am (Zoom)

**Present:** Armour: Councillor Rod Ward, Ryerson: Councillor Barb Marlow and Clerk Judy Kosowan, Library Board Members: Bev Abbott, Werner Mueller and C.E.O Nieves Guijarro, Burk's Falls: Arena Manager Graham Smith, Recreation Coordinator Lacey Stevens, and Clerk Nicky Kunkel

**Regrets:** Burk's Falls Councillor Lisa Morrison, Burk's Falls Mayor Cathy Still

#### 2. Current Business

##### Questions for Library Board

- Does the Library Board want to move to the arena? If so what is the minimum amount of space required?
  - The Library Board indicated they need a minimum of 4,000sq ft to move to the Arena however, are requesting 5,000sq ft
  - The Library Board would like to have the architect provide new drawings with a 4,000sq ft library attached
  - The Library board asked if Burk's Falls, Armour and Ryerson would consider an expansion on their current building as a stand alone project as that was the Board's preferred location
- Is the library willing to share space if added at the Arena including washrooms and meeting rooms?
  - The members are open to the idea but are concerned about having enough space to run their own programs
- Arena Manger spoke to the Library Board about the benefits of a multi-use facility. The combination of the arena, library, and recreation facility where he used to work grew the use of all three facilities once combined into one. Creating a multi use "Hub" increased facility users and the community saw a large increase in participation

##### Next Steps

1. Councillor Marlow asked if it was necessary to survey the community about the addition to see if we should shift our focus.



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- A survey for the addition was done in 2020 however committee members felt that COVID-19 might have changed people's minds on what they want when things reopen.

**Action:** Create a community survey open from mid May – mid June with questions related to Library, Arena, Recreation, Multi use facility and demographic questions.

2. Can we have the library on the main level of the current plans and put the fitness centre and change rooms on the top floor?
  - The committee felt this was an idea to explore

**Action:** Investigate the feasibility of having the fitness centre and change rooms above the library at the Arena with the architect

3. Explore green initiatives to incorporate into the build. The grant is looking for building projects that are energy efficient. So we need to highlight our projects green plans.

**Action:** Match greens initiatives that fit into the drawings of the multi use facility.

### 3. Next Meeting

To be determined



## TRI R WASTE MANAGEMENT -- ADMINISTRATOR'S REPORT

May 11, 2021

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### BUDGET & FINANCIAL

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- Revenues up \$8,300 from this time last year, recycling rebates and landfill fees.
  - Revenue for Cardboard load has not been received, increase directly related to uptick in plastic commodities market. Fingers crossed it will also be a stellar year for Cardboard as well.

Product	2021 up to April 30		2020 up to April 30	
	Tonnage MT	Amount	Tonnage MT	Amount
OCC				
ONP				
Containers	38.88	\$2,998	25.76	\$45
Scrap Metal	5.03	\$277	4.74	\$261
Electronics	4.85	\$728	4.61	\$921
<b>TOTAL</b>	<b>48.76</b>	<b>\$4,003</b>	<b>35.11</b>	<b>\$1,227</b>

- Bags disposed of at the landfill are up, both township paid and pay as you throw (see chart below). Card swipes are up 34% from 2019. As cards were not swiped in April 2020 when we were first hit by the pandemic, a weekly average was used to compare 2020 to 2021 which results in a 24% increase card swipes.
  - This increase in usage is also reflected in the baled cardboard produced in 2020 (24 bales = 9.24 metric ton) vs 2021 (32 bales = 11.97 metric ton).
- At the current rate of increased usage, the summer months may require an increase to the part time staffing hours. The Administrator will also increase hours at the site to assist. With only 2 on site, staff are finding it difficult to get out on the packer and cover daily. An action plan has been established. Anticipating overage in *Salaries and Benefits* budget account

### ONGOING BUSINESS

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- Awaiting final drawing and capacity report from E.J. Williams Surveying. Survey received, reporting 17,000 cubic meters of air space (capacity to accept waste) available. Will discuss with engineer consultant to establish proof of reduced annual fill rate. Current annual fill rate = 2,000 – 2,400 cubic metres. 2019 & 2020 surveys indicate annual fill rate = 1,200 – 1,600. Which will extend the life of the landfill to 10 years vs 7 years.
- Water monitoring to begin May 12 & 13.



**TRI R WASTE MANAGEMENT -- ADMINISTRATOR'S REPORT**  
**May 11, 2021**

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**BAG TALLY – GATE INFORMATION JANUARY TO APRIL**

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BAG TALLY	ARMOUR		BURKS FALLS	RYERSON		TOTAL OF ALL
January to April	5,430	337	356	2,840	20	8,983
<b>2021 % OF TOTAL</b>	64.199%		3.963%	31.838%		100%
January to April	5,044	218	254	2,527	46	8,089
<b>2020 % OF TOTAL</b>	65.051%		3.140%	31.809%		100%
January to April	4,085	73	126	2,061	15	6,360
<b>2019 % OF TOTAL</b>	65.377%		1.981%	32.642%		100%