### CORPORATION OF THE TOWNSHIP OF RYERSON

Please note: There will be a special meeting of Council at 5:00 p.m. for a closed meeting.

#### **REGULAR MEETING AGENDA**

July 6, 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

## 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 June 15, 2021.

## 3. <u>DECLARATION OF PECUNIARY INTEREST</u>

### 4. TENDERS/QUOTES/REQUESTS FOR PROPOSAL (RFP)

4.1 Engineer of Record contract renewal (expires Nov. 5, 2021)

### 5. REPORTS

- 5.1 TREASURER: Finance updates, 2021 Budget variance report (resolution COVID-19 Resilience Fund)
- 5.2 DEPUTY CLERK: Site Plan agreement 1732 Peggs Mountain Road (resolution)
- 5.3 CLERK:
- 5.3.1 By-law for agreement for Regional Fire Training Services (resolution)

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- 5.3.2 Electronic meeting protocol amended by-law (resolution) and By-law to Amend Procedural By-law (resolution)
- 5.3.4 Landfill property disposal

#### 5.4 COUNCIL MEMBERS:

Councillor Patterson: report on Provincial Consultation meeting: Council Code of Conduct

## **6. NOTICE OF MOTION** (if required)

## 7. COMMUNICATION ITEMS

- 7.1 Joint Building Committee Statistics
- 7.2 Local Planning Appeal Tribunal (LPAT) PL 130823 June 9, 2021 Order
- 7.3 Historical Society meeting minutes
- 7.4 ACED Meeting Minutes
- 7.5 Arena report

## 8. BY-LAWS

- By-law To enter into a site plan agreement
- By-law To enter into an agreement for provision of regional fire training services
- By-law To adopt the electronic meeting protocol.
- By-law To amend Procedural By-law 31-20
- By-law To confirm the meetings of Council
- By-law To enter into a contract for provision of by-law enforcement services

## 9. CLOSED SESSION

Pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (d) as the subject matter being considered is regarding labour relations or employee negotiations; The general nature of the closed meeting is to discuss human resources matters.

## 10. <u>IMPORTANT DATES</u>

- August 10, 2021 Regular Meeting 6:00 p.m. via Zoom

## 11. ADJOURNMENT

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#### CORPORATION OF THE TOWNSHIP OF RYERSON

## REGULAR COUNCIL MEETING

#### **MINUTES**

## June 15, 2021

The regular meeting of Council of the Corporation of the Township of Ryerson was held Tuesday evening June 15, 2021, at 6:00 p.m. This was a fully electronic meeting via Zoom due to the COVID-19 Pandemic restrictions.

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 and Penny Brandt. Regrets: Councillor Finley was unable to attend due to a family emergency.

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

Presenter attending electronically: Colin Love from the Mag River Nature Hub.

Public attending electronically: Sarah Cooke (Almaguin News), Paul Van Dam. It was announced at 7:01 p.m. that the following attendee joined the meeting: Bev Abbott.

Notice of this meeting was posted on the website.

## **ADOPTION OF MINUTES**

The minutes from the regular meeting June 1, 2021, were adopted as circulated, on a motion moved by Councillor Brandt and seconded by Councillor Marlow. (Carried)

## PRESENTATIONS:

Colin Love attended to provide Council with information on the Mag River Nature Hub initiative, which is a non-profit social enterprise. It will provide nature-based experiential recreation, environmental education, and creative ecological impact opportunities. The Nature Node concept was outlined, and information was provided on the Canadian Healthy Communities Initiative funding program. The Mag River Nature Hub is applying for this funding, and is requesting a letter of support from Council, in principle,

A resolution of support was adopted, as noted below. Mr. Love was thanked for attending and he left the meeting.

## BUSINESS ARISING:

Council received an amended copy of the Audio/Video Recording of Meetings Policy. A fee for electronic copies of council meeting recordings has been incorporated into the second draft. The By-law was adopted by Council.

## **STAFF REPORTS:**

DEPUTYY CLERK: Nancy Field provided Council with information regarding Consent Application B-019/21, Lot 28, Concession 5. A resolution in support of the application was adopted.

CLERK: Judy Kosowan provided Council with information on the election sign policy by-law. The by-law was adopted by Council.

An electronic meeting protocol policy was reviewed with Council. The suggested amendment will be made and the policy will be brought forward to the next meeting.

TREASURER: Brayden Robinson provided Council with a donation policy, which was adopted by by-law.

An amendment to Fees By-law 14-21 was adopted by Council.

## **COMMUNICATION ITEMS:**

- Information was received from Almaguin Community Economic Development (ACED) regarding the Parry Sound District Transportation Survey
- E-mail correspondence was received from Paul Van Dam asking Council to consider the name of Ryerson Township. Council directed that staff post a request for volunteers to establish a Community Task Force, including representation from the Indigenous Community, to research the issue and make recommendations to Council.
- Stephen Wallis provided the Indie North Studios Quarterly Report
- Council received the Tri R Waste Management Administrator's Report dated June 8, 2021

## **BY-LAWS**

- By-law # 25-21to adopt the Audio/Video Recording of meetings Policy
- By-law # 26-21 to adopt the Municipal Election Sign Policy
- By-law # 27-21 to adopt a Donation Policy
- By-law # 28-21 to Amend Fees By-law 14-21
- By-law# 29-21 to confirm the meetings of Council

## RESOLUTIONS

Moved by Councillor Brandt, seconded by Councillor Marlow, be it resolved that the minutes from the regular meeting June 1, 2021, be adopted as circulated.

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

Moved by Councillor Patterson, seconded by Councillor Marlow be it resolved that Ryerson Township Council support the Mag River Nature Hub's proposal to the Canada Healthy Communities Initiative, in principle.

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

Moved by Councillor Patterson, seconded by Councillor Brandt be it resolved that leave be given to introduce a Bill # 25-21, being a By-law to adopt an Audio/Video Recording of Council Meetings policy and further; That By-Law # 25-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 15<sup>th</sup> day of June 2021.

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

Moved by Councillor Marlow, seconded by Councillor Patterson, be it resolved that Ryerson Township Council supports Consent Application: B-019/21, Lot 28, Concession 5, within the Township of Ryerson, North side of Royston Road, subject to the following conditions:

- If the reference plan or other evidence discloses that either the severed property or the retained property owned by the Applicant contains a deviation road maintained by the Township as a public road, then the Applicant shall survey and transfer such deviation road to the Township as a condition of severance. The area to be surveyed and transferred shall generally be 66 feet in width and centered upon the center line of the present traveled road. In situations where this is impractical, the Applicant should discuss how this requirement will be fulfilled with the Municipality before the reference plan is finalized.
- The Township requires one copy of the draft reference plan for review prior to registration, two copies of the Final Reference Plan and one digital copy of the Final Reference Plan.
- As a condition of severance approval, the Applicant shall pay to the Municipality in which the land is located, or otherwise satisfy the requirement for donation of Parkland set out in Section 51.1 of the Planning Act.
- The Township requires that for any proposed entrance: The Public Works Supervisor will be contacted to inspect the location to determine that a safe location for an entrance can be found. The Planning Board will be advised in writing that this condition has been met before the finalization of the consent is given.

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- That the Planning Board receive confirmation from the North Bay-Mattawa Conservation Authority that there is an area within the proposed retained lot and severed lot that is suitable for a conventional sewage disposal system (i.e., Class 4)
- That the Township's Consent Application Fee and Deposit Fee be paid to the Township of Ryerson before the finalization of the consent is given.

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

Moved by Councillor Marlow, seconded by Councillor Patterson, be it resolved that leave be given to introduce a Bill # 26 - 21, being a By-law to adopt the Municipal election Sign By-law and further; That By-Law # 26 -21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 15<sup>th</sup> day of June 2021. Recorded vote due to electronic meeting: Yes: Brandt, Marlow, Patterson, Sterling. Absent: Councillor Finley. (Carried)

Moved by Councillor Patterson, seconded by Councillor Brandt be it resolved that leave be given to introduce a Bill # 27-21, being a By-law to adopt a donation policy and further; That By-Law # 27-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 15<sup>th</sup> day of June 2021.

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

Moved by Councillor Patterson, seconded by Councillor Marlow, be it resolved that leave be given to introduce a Bill # 28-21, being a By-law to amend the fees by-law and further; That By-Law # 28-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 15<sup>th</sup> day of June 2021.

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

Moved by Councillor Brandt, seconded by Councillor Marlow, be it resolved that leave be given to introduce a Bill # 29-21, being a By-law to confirm the meetings of Council and further; That By-Law # 29-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 15<sup>th</sup> day of June 2021.

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

Moved by Councillor Patterson, seconded by Councillor Brandt, be it resolved that we do now adjourn at 7:04 p. m. The next regular meeting is scheduled for July 6, 2021, at 6:00 p.m. Recorded vote due to electronic meeting: Yes: Brandt, Marlow, Patterson, Sterling. Absent: Councillor Finley. (Carried)

MAYOR	
CLERK/DEPUTY CLERK	

#### CORPORATION OF THE TOWNSHIP OF RYERSON

### LIST OF PROPOSED RESOLUTIONS

FOR COUNCIL MEETING: July 6, 2021

<u>Item # 2.1 on Agenda</u> Moved by Councillor Patterson Seconded by Councillor Brandt

Be it resolved that the minutes from the regular meeting June 15, 2021 be adopted as circulated.

Item # 4.1 on Agenda Moved by Councillor Marlow Seconded by Councillor Finley

Be it resolved that Ryerson Township Council request a proposal from Tulloch Engineering for the provision of Engineering and Consulting Services (Engineer of Record) for a further two years.

OR

Be it resolved that Ryerson Township Council authorize the CAO/Clerk to prepare Request for Proposal for Engineering and Consulting Services Engineer of Record.

<u>Item # 5.1 on Agenda</u> Moved by Councillor Patterson Seconded by Councillor Marlow

Be it resolved that Ryerson Township Council accept the tender from First Response in the amount of \$46,639.91 (tax included) funded through the COVID-19 Resilience Infrastructure Fund.

<u>Item # 5.2 on Agenda</u> Moved by Councillor Brandt Seconded by Councillor Finley

Be it resolved that leave be given to introduce a Bill # \_\_-21, being a By-law to enter into a site plan agreement and further; That By-Law # \_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July 2021.

Item # 5.3.1 on Agenda Moved by Councillor Finley Seconded by Councillor Patterson

Be it resolved that leave be given to introduce a Bill # \_\_-21, being a By-law to enter into a contract for provision of Regional Fire Training Services and further; That By-Law # \_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July 2021.

<u>Item # 5.3.2 on Agenda</u> Moved by Councillor Marlow Seconded by Councillor Brandt

Be it resolved that leave be given to introduce a Bill #\_\_-21, being a By-law to adopt the Electronic Meeting Protocol and further; That By-Law #\_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July, 2021.

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## <u>Item # 5.3.2 on Agenda</u> Moved by Brandt Seconded by Councillor Marlow

Be it resolved that leave be given to introduce a Bill #\_\_\_-21, being a By-law to amend Procedural By-law 31-20 and further; That By-Law #\_\_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July, 2021.

<u>Item # 5.3.4 on Agenda</u> Moved by Councillor Patterson Seconded by Councillor Finley

Be it resolved that Ryerson Township Council approves the division of property and deems the land surplus for the disposition of land from the Landfill Site, as proposed.

<u>Item # 8 on Agenda</u> Moved by Councillor Finley Seconded by Councillor Marlow

Be it resolved that leave be given to introduce a Bill #\_\_-21, being a By-law to confirm the meetings of Council and further; That By-Law #\_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July, 2021.

<u>Item # 9 on Agenda</u> Moved by Councillor Marlow Seconded by Councillor Brandt

Pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (d) as the subject matter being considered is regarding labour relations or employee negotiations; The general nature of the closed meeting is to discuss human resources matters.

<u>Item # 8 on Agenda</u> Moved by Councillor Finley Seconded by Councillor Patterson

Be it resolved that leave be given to introduce a Bill # \_\_-21, being a By-law to enter into a contract for provision of By-law Enforcement Services and further; That By-Law # \_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July 2021.

<u>Item # 11 on Agenda</u> Moved by Councillor Brandt Seconded by Councillor Finley

Be it resolved that we do now adjourn at \_\_\_\_\_. The next regular meeting is scheduled for August 10, 2021 at 6:00 p.m.

TOWNSHIP TO THE RYERSON	Staff Report
To:	Ryerson Township Council
From:	Judy Kosowan CAO/Clerk/Deputy Treasurer
Date of Meeting:	July 6, 2021
Report Title:	Engineer of Record Contract Expiration November 5, 2021
Report Date:	June 21, 2021

## **Recommendation:**

Council decision required:

Be it resolved that Ryerson Township Council request a proposal from Tulloch Engineering for the provision of Engineering and Consulting Services (Engineer of Record) for a further two years.

## OR

Be it resolved that Ryerson Township Council authorize the CAO/Clerk to prepare Request for Proposal for Engineering and Consulting Services-Engineer of Record.

## Purpose/Background:

Tulloch Engineering is the Engineer of Record, and the contract expires November 5, 2021. Tulloch Engineering has been the Engineer of Record since 2015, and the contract has been renewed every two years.

The procurement by-law provides guidance for contract renewal consideration:

Section 8.4 Service Contract Renewal:
 Prior to the expiration of an existing Contract for service (e.g., consulting, cleaning services), the Department Head shall prepare a report for Council summarizing the performance of the Vendor over the term of the Contract. Upon review of the report, Council may extend the term of the Contract provided that:

- i. the Vendor's performance in supplying the Goods and/or Services is considered to have met the requirements of the Contract; and
- ii. Council and the Department Head agree that the exercise of the option is in the best interest of the Township.

Over this past two-year term Tulloch has performed a few projects for the Township, including oversight of the roof replacement project, RAP pad design, building expansion drawings, and drawings for land acquisition at the Nipissing Bridge. A few other projects, including the 2020 Road Needs Study and 2021 OSIM inspections, went to tender and were awarded to Tatham Engineering. We are generally satisfied with the quality of Tulloch Engineering's work and the responsiveness of the team.

However, it has now been six years since this contract last was put out to tender, and Tatham has been awarded the majority of our recent work put out to a public competition. For those reasons, we are recommending that an RFP be issued for the Engineering Vendor of Record contract.

## **Next Steps:**

Council's decision required to either renew the contract for a further twoyear period or issue an RFP for Engineer of Record services.

RYERSON	Staff Report	
To:	Ryerson Township Council	
From:	Brayden Robinson, Treasurer	
Date of Meeting:	July 6, 2021	
Report Title:	Department Updates	
Report Date:	June 30, 2021	

#### **COVID-19 Resilience Infrastructure Fund**

<u>Recommendation</u>: Received for information purposes.

At the Council meeting on November 17, 2020, Council was first made aware of a new funding program from the Province called the COVID-19 Resilience Infrastructure Fund. The program was for retrofits to the municipal office that would assist with COVID-19 resiliency. It was further determined by Council that Ryerson should apply for the funding in support of an upgraded HVAC system and modifications to the interior that would allow staff to better spread out and utilize space.

Our application under this program for up to \$100,000 in related costs has been approved. We have issued a tender and received a single response from First Response, which is the company that is also undertaking the rest of our building restoration work, for the interior work in the amount of \$46,639.91 (tax included). This includes expansion of the storage area, the creation of a lobby partition, and upgrades to the fire separation wall between the garage and the upper floor.

We are also working with an engineering firm to complete drawings for the HVAC system, and will hopefully be issuing a tender for that portion in the next month or so.

## **2020 Audit**

On June 3, we received notice from Judy Kleinhuis that our 2020 audit had been completed. I have created the draft financial statements and FIR for them to review.

I do not believe that the audit of the Landfill and Arena have been completed, and so it may be a while before the finalized statements are presented to Council for approval.

We will need to make a small budget amendment for 2021, to change the recognition of last year's surplus as the final costs of the arena and landfill have changed. I will bring this back to Council once all of the joint board audits have been finalized.

## **Budget Update**

A detailed budget variance report, as of June 30, has been provided. Although there have been some deviations experienced thus far, we are generally on track with our original budget estimates.

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	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
2	RYERSON-ADM	MINISTERED SERVICES				
3	Fire Departme	nt				
4	Revenue					
5	15-321	Fire Revenue - MVC	4,900	-	-100%	
6	15-321-01	Fire Rev - Inspections	400	315	-21%	
7	15-321-02	Fire Rev - Donations	100	50	-50%	
8	15-321-03	Fire Rev - Miscellaneous	100	300	200%	
9	15-321-04	Fire Rev - Air Station	2,250	-	-100%	
14	15-621 A	Fire Rev - Armour	221,844	110,922	-50%	
15	15-621 B	Fire Rev - Burk's Falls	132,624	66,312	-50%	
16	Subtotal - Fire	Revenue	362,218	177,899	-51%	
17	Expenditures					
18	16-202	Fire - Vehicle Expense	20,100	6,516	68%	
19	16-203	Fire - Equip/Comm Repair	16,900	5,539	67%	
20	16-204	Fire - Utilities	6,000	2,317	61%	
21	16-205	Fire - Phone	5,600	2,555	54%	
22	16-206	Fire - FPO Supplies	3,000	1,464	51%	
23	16-208	Fire - Outside Training	37,050	3,428	91%	
24	16-209	Fire - WSIB	7,900	1,803	77%	
25	16-210	Fire - Response Wages	57,600	-	100%	
26	16-211	Wages & Empl Related Costs	174,500	77,068	56%	
28	16-212	Fire - Insurance	24,800	23,851	4%	
29	16-212-1	Fire Loan Interest	6,076	2,960	51%	
30	79-117	Fire Loan Principal	24,992	12,404	50%	
31	16-213	Fire - Bldg Repair/Maintenance	4,000	2,426	39%	
32	16-214	Fire - Office Expense	3,500	1,504	57%	
33	16-215	Fire - Air Stn Fill/Maintenance	3,000	447	85%	
34	16-216	Fire- PPE	1,500	418	72%	

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	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
35	16-217	Fire - New Equipment/Gear	49,660	18,039	64%	
36	16-218	Fire - Miscellaneous	1,000	51	95%	
37	16-219	Snow Removal	2,200	949	57%	
38	16-221	Capital Purchase	12,000	-	100%	
39	16-222	Fire - Recharge Fire Extinguishers	500	273	45%	
40	16-223	Fire - Radio Licence	1,450	1,514	-4%	
41	16-224	Fire - Answering Service	1,300	-	100%	
42	16-225	Fire - Legal	500	-	100%	
43	16-226	Office Space Rental	3,242	1,621	50%	
46	16-229	Fire - Audit & Accounting	2,600	(702)	127%	
47	16-247	Smoke/CO Alarms	-	26	100%	
48	16-248	Defib. / Medical Supplies	500	444	11%	
52	Subtotal - Fire	Expenditures	471,470	166,914	65%	
53	Net Fire Cost to	o Ryerson	109,252	-10,985		
54						
55	Regional Fire C	ommittee				
56	15-630	RFC Rev Armour	8,220	3,990	-51%	
57	15-631	RFC Rev Burk's Falls	4,914	2,385	-51%	
58	15-632	RFC Rev Kearney	17,182	8,341	-51%	
59	15-633	RFC Rev Magnetawan	17,182	8,341	-51%	
60	15-634	RFC Rev Perry	17,182	8,341	-51%	
61	15-635	RFC Rev McM/Monteith	17,182	8,341	-51%	
62	52 Subtotal - RFC Revenue		81,862	39,739	-51%	
	RFC Expenditures					
64	16-285	Regional Training Officer - Materials	85,908	40,704	53%	
	Net RFC Cost to	o Ryerson	4,046	965		
66						
92	Net Expenditu	res - Ryerson-administered Joint Services	113,298	-10,020		

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	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
93	OPERATIONS					
94	14-110	General Levy	2,119,148	1,169,027	-45%	
95	14-210	General Tax - Educ - English - Public	279,059	-	-100%	
96	14-310	General Tax - Educ - English - Separate	8,655	-	-100%	
97	14-410	General Tax - Educ - French - Public	568	ı	-100%	
98	14-510	General Tax - Educ - French - Separate	1,435	ı	-100%	
99	15-230	Payment in Lieu of Taxes - Provincial	1,706	325	-81%	
100	18-911	Transfer to School Bd - English Public	(279,059)	(139,540)	50%	
101	18-912	Transfer to School Bd - English Separate	(8,655)	(4,336)	50%	
102	18-913	Transfer to School Bd - French Public	(568)	(288)	49%	
103	18-914	Transfer to School Bd - French Separate	(1,435)	(727)	49%	
104	Net Taxation		2,120,854	1,024,461	52%	
105						
106	15-310	General Government - Misc. Rev	30	5,015	16618%	Excess from 2020 tax sales
107	15-371	Tax Sales Admin Fee	3,000	600	-80%	
108	15-381	Planning Zoning Severances	2,500	2,700	8%	
109		Misc Government Grants	20,000	34,367	72%	COVID-19 recovery fund
110	15-502	Prov Grant Wildlife Compensation	800	0	-100%	
111	15-503	Prov. Aggregate Resources Rev	7,500	1,053	-86%	
113	15-510	Provincial Government - OMPF	345,500	172,750	-50%	
114	15-511	Provincial Offences	-	1,748	100%	
115	15-512	Prisoner Transportation Credit	918	230	-75%	
116	15-513	Policing Detachment Revenue	328	410	25%	
117	15-531	Road Revenue - Misc (Operating Rev)	1,100	1,946	77%	
121	15-720	Licenses & Permits	15,200	12,059	-21%	
123	15-750	Current Penalties & Interest	27,800	10,873	-61%	
124	15-760	Investment Income	22,325	13,238	-41%	

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	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
125	15-770	Sales, Photocopies, etc.	100	50	-50%	
126	15-771	Township Book	100	38	-62%	
127	15-773	Cemetery Revenue	275	115	-58%	
129	15-775	Transfer From Parkland	9,200	-	-100%	
132	15-790	Transfer from Reserve - Cemetery	500	-	-100%	
133	15-790	Transfer from Reserve - Roads	1,850	-	-100%	
134	15-791	Transfer from Strongco Reserve	401	-	-100%	
135	Subtotal Other	Revenue	459,427	257,190	-44%	
136	Total Operatin	g Revenue	2,580,281	1,281,652	-50%	
137						
138	16-111	Council - Wages/Benefits	47,100	18,247	61%	
139	16-112	Council - Insurance	1,388	1,388	0%	
140	16-114	Council - Expense	7,400	3,261	56%	
141	16-121	Gen Govt Wages/Benefits	382,600	167,639	56%	
142	16-122	Gen Govt - Insurance	20,075	20,075	0%	
143	16-123	CGIS/Blue Sky	7,050	5,533	22%	
144	16-124	Gen Govt - Materials	40,800	19,452	52%	
145	16-125	Gen Govt - Cont Serv	3,750	1,004	73%	
146	16-126	Health & Safety	3,350	2,745	18%	
148	16-132	Memorial Donations	750	300	60%	
149	16-128	Donations	5,250	1,500	71%	
151	16-130	HR Services	10,000	223	98%	
152	16-131	Audit, Accounting & Clerk Assistance	16,500	(3,250)	120%	Awaiting final bill for 2020 audit
153	16-133	Election Expense	250	-	100%	
154	16-134	Transfer to Election Reserve	2,400	-	100%	
155	16-135	Legal	22,500	6,828	70%	
156	16-136	Tax W/O and Adjustments	4,900	-	100%	Processed once final billing is completed

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# Page 17 of 72 TOWNSHIP OF RYERSON BUDGET VARIANCE- JUNE 30, 2021

	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
157	16-138	Assessment Services	29,488	14,744	50%	
158	16-139 A	Building Maintenance	3,000	3,969	-32%	
161	16-150	Ontario Aggregate Resources Fee	3,150	-	100%	
162	16-156	Bank Errors & Charges	1,600	610	62%	
164	Subtotal - gene	ral government operating expenditures	613,301	264,267	57%	
165						
166	16-231	By-Law Enforcement Officer - Wages	7,950	2,642	67%	
167	16-234	By-Law Enforcement - Materials	3,500	450	87%	
168	16-245	MNR Crown Land Protection	4,457	4,457	0%	
169	16-249	Policing	167,645	41,910	75%	Billing 2 months behind
172	16-254	Animal Control - Materials	400	328	18%	
173	16-255	Animal Control - Contracted Services	1,542	771	50%	
174	16-256	Prov Wildlife Predation	800		100%	
175	16-262	CodeRED Alert system	900	-	100%	
178	16-265	Emergency Measures - Contract Service	1,500	-	100%	
179	16-266	911 - Civic Addressing	1,800	904	50%	
181	Subtotal other	Protection Operating Expenditures	190,494	51,462	73%	
182						
183		Hazardous Waste Expense	4,726	4,726	0%	
184		Landfill/Recycling	109,950	46,629	58%	
		onmental Operating Expenditures	114,676	51,355	55%	
186						
187	16-511	Almaguin Highlands Health Centre	5,500	500		
188	16-518	Health Unit	19,756	9,878		
189	16-520	Land Ambulance	58,534	28,353		
191	16-554	Cemeteries - Materials	5,450	2,201	60%	
192	16-555	Cemeteries - Contracted Services	5,821	970	83%	Contract runs June-October

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# Page 18 of 72 TOWNSHIP OF RYERSON BUDGET VARIANCE- JUNE 30, 2021

	Α	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
193	Subtotal Healt	h Services Operating Expenditures	95,061	41,903	56%	
194						
195	16-618	Social and Family Services	81,439	40,720	50%	
196	16-628	Eastholme - Operating	65,669	35,571	46%	
197	<b>Subtotal Social</b>	&Family Services Operating Expenditures	147,108	76,290	48%	
198						
200	16-714	Recreation - Parks - Materials	900	71	92%	
201	16-715	Recreation - Parks - Contracted Services	3,881	647	83%	Contract runs June-October
202	16-716	Rockwynn Docks	700	44	94%	
204	16-722	Recreation Committee Materials	5,000	-	100%	
205	16-726	Recreation - Programs Materials	3,350	-	100%	
207	16-734	Recreation - Arena	80,341	40,170	50%	
209	16-754	Culture - Museum - Materials	4,650	1,937	58%	
214	16-795	Library	31,945	15,973	50%	
215	16-858	Economic Development	10,000	5,000	50%	
216	<b>Subtotal Recre</b>	ation&Cultural Services Operating	140,767	63,842	55%	
217						
218	16-816	Planning and Zoning - Severances - Official Plan	2,500	129	95%	
222	<b>Subtotal Plann</b>	ing Operating Expenditures	2,500	129	95%	
223						
263	17-002	Contra Road Wages	-	(189,688)		
264	17-001	Total road wages	445,300	207,003	54%	
265						
266	17-022	Installation of Culverts	8,650	-	100%	
267	17-032	Install & Maintain Culverts Materials	2,000	-	100%	
268	17-615	Bridge Appraisals	4,070	-	100%	Underway, report expected in early July
269	17-052	Grass Mowing Materials	4,191	=	100%	

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# Page 19 of 72 TOWNSHIP OF RYERSON BUDGET VARIANCE- JUNE 30, 2021

	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
270	17-062	Brushing Maintenance Materials	750	25	97%	
273	17-092	Beavers Materials	2,200	-	100%	
274	17-102	Debris and Litter Pickup Materials	100	-	100%	
275	17-152	Hardtop Patching Materials	2,900	984	66%	
276	17-162	Sweeping Materials	1,500	1,969	-31%	
278	17-212	Grading & Scarifying Materials	3,700	-	100%	
279	17-222	Dust Layer - Purchase	61,750	8,519	86%	
280	17-232	Dust Layer - Application Materials	250	-	100%	
281	17-242	Gravel - Contract	58,200	-	100%	
283	17-302	Snow Plowing & Removal Materials	5,400	688	87%	
284	17-312	Purchase of Sand/Salt	38,900	5,014	87%	
285	17-322	Sanding & Salting Materials	3,400	918	73%	
286	17-332	Culvert Thaw Materials	250	20	92%	
288	17-349	Winter Lighting for Vehicles Materials	500	-	100%	
289	17-350	Truck and Equipment Chains	2,100	-	100%	
290	17-352	Major Rain/Thaw Event Materials	1,200	-	100%	
291	17-382	Signs Materials	3,500	1,539	56%	
292	17-392	Training Materials	4,000	-	100%	
293	17-393	Safety Equipment / Clothing	3,500	377	89%	
294	17-432	Overhead Materials	56,300	39,313	30%	
295	17-433	Overhead Professional Fees	3,000	8,571	-186%	HR consulting fees
296	17-902	Purchase New/Replace Worn Tools	3,000	476	84%	
299	17-462	13 Western Star Materials	13,700	3,983	71%	
301	17-472	09 Pickup Materials	2,400	1,155	52%	
303	17-475	19 Ford Pickup Parts and Repair	2,900	2,204	24%	
305	17-482	07 Freightliner Materials	18,000	8,135	55%	
307	17-492	05 Volvo Materials	12,000	8,581	28%	
311	17-504	2013 Grader Materials	19,500	17,422	11%	Significant repairs to frame, blades, plates

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# Page 20 of 72 TOWNSHIP OF RYERSON

## BUDGET VARIANCE- JUNE 30, 2021

	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
315	17-522	2019 Backhoe/JCB Materials	2,500	605	76%	
318	17-532	2015 Excavator Materials	13,500	2,687	80%	
319	17-542	Float Materials	2,000	408	80%	
320	17-552	Small Equipment Materials	2,000	192	90%	
322	17-562	2014 Loader Materials	7,500	1,905	75%	
323	16-349	Fuel to be distributed	80,000	27,931	65%	
324	Subtotal Trans	portation Operating Expenditures	896,611	352,965	61%	
325	Ryerson Opera	ting Expenses	2,200,518	902,213	59%	
	Net Ryerson Total Expenditures re Ryerson-administered Joint Services		113,298	-10,020		
	Adjustment re operating expe	Shared Services capital and one-time	22,387			
	NET OPERATIN	G REVENUE - FUNDING AVAILABLE FOR	288,852	389,458		Target = increase of at least 2% over prior-year budget
329						
330	CAPITAL ACTIV	ITIES				
331	CAPITAL REVEN	NUE, TRANSFERS FROM RESERVES AND LOAN I	PROCEEDS			
332	15-792	Prior Year Surplus	622,504	-	-100%	
333	15-315	Insurance Proceeds	3,600	1	-100%	
334	15-402B	Misc Government Grants	10,000	1	-100%	
335	15-501	Ont Community Infrastructure Fund	162,000	-	-100%	
337	15-790 F	Transfer from Reserve- COVID-19 Grant	22,200	-	-100%	
338	15-790 C	Transfer from Reserve - Capital Funds	80,000	-	-100%	
341	15-541	Loan proceeds	295,000	-	-100%	
342	15-780	AMO Gas Tax Revenue	41,100	1	-100%	
346	Total Sources o	of Funding - Capital	1,236,404	0	-100%	No revenue to show until Q3 at earliest
347	CAPITAL PROJE	CTS				
362	16-157	Land purchase	_			

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# Page 21 of 72 TOWNSHIP OF RYERSON

## BUDGET VARIANCE- JUNE 30, 2021

	Α	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
363	16-139 B	Building Maintenance	41,450	-	100%	
364	16-139-1	Building Maintenance- Insurance Claim	120,700	44,917	63%	
365	16-140 B	Office Equipment - capital portion	23,200	5,719	75%	
366	16-145	Website	10,591	10,583	0%	
367	16-180	Operational plans	104,600	-	100%	
368						
369	Road Projects	_				
376	17-642	Culvert Replacement Materials	6,100	-	100%	
378	17-662	Gravel Lift - Material	41,875	-	100%	
385	17-702	Midlothian RAP	270,000	2,069	99%	Road completed 06/25
386	17-890	Building Repair	3,800	715	81%	
390	17-924	Purchase New Equipment	295,000	-	100%	Tender issued, closes July 27
391	17-942	Storage Facility Materials	5,000	1,921	62%	
392	17-945	Midlothian Road Guiderail	1,500	-	100%	
394	Capital portion	of Joint Services	22,387	-	100%	
395						
396	Total Capital P	rojects	946,203	65,626	93%	
397						
398	DEBT REPAYM	ENT				
400	17-968	Grader/Loader Interest	2,904	789	73%	
401	17-970	Road Construction Interest	2,090	=	100%	
402	17-972	2021 Plow Interest	1,373	-	100%	
405	79-113	Grader/Loader Principal	39,550	16,986	57%	
406	79-115	Road Construction Principal	17,540		100%	
407	79-116	2021 Plow Principal	30,000	-	100%	Pending tender results
409	Total Debt Rep	ayment	93,457	17,775	81%	
410						
411	<b>NET RESERVE T</b>	RANSFERS				

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# Page 22 of 72 TOWNSHIP OF RYERSON

## BUDGET VARIANCE- JUNE 30, 2021

	А	В	0	Р	Q	R
1	Account #	ACCOUNT NAME	2021 BUDGET	2021 YTD	Variance (%)	NOTES
412	16-137	Transfer to Capital Reserve	214,857	-	100%	
413	16-246	Transfer to Fire Reserve	23,794	-	100%	
414	16-465	Transfer to Landfill Reserve	4,386	-	100%	
415	16-737	Transfer to Arena Reserve	14,414	=	100%	
416	17-952	Transfer to Roads Capital Reserve	202,000	-	100%	
417	16-258	Transfer to JBC Reserve	6,145	-	100%	
418	16-535	Transfer to Hospital Reserve	20,000	-	100%	
420	120 Total Reserve Transfers		485,596	0	100%	
	21 NET CAPITAL EXPENDITURES		288,852	83,401	71%	
422						
423	BALANCE		0	306,057		
424						
425		Total Municipal Expenditures	4,260,765			
426		Total Education Expenditures	289,717			
427		Total Expenditures	4,550,482			
428						
429		Revenue Municipal	2,139,911			
430		Taxation General	2,119,148			
431		Taxation Education	289,717			
432		Payment in Lieu	1,706			
433		Total Revenue	4,550,482			
434		Balance Check	0			
435						

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RIERSUS	Staff Report
To:	Council
From:	Deputy Clerk, Nancy Field
Date of Meeting:	July 6 <sup>th</sup> , 2021
Report Title:	Site Plan Agreement – Monica and Gordon Miles
Report Date:	June 29, 2021

**Recommendation:** I would recommend that Ryerson Township Council enter into a site plan agreement with Monica and Gordon Miles, the owner/applicant of Part 1, of Plan 42R-21518, so they may proceed with development of the property.

<u>Purpose/Background</u>: Section 41 of the *Planning Act* (Ont.) permits a municipality to establish a site plan control area (or areas) within the municipality. Where development is proposed within that area, a developer must obtain the approval of the municipal council (or its delegate) of such plans and drawings of the proposed development and all matters to be addressed are specified in in the legislation by entering into a site plan agreement.

In 2020 consents B-008/19, B-009/19 and B-010/19 created 3 new lots and one retained lot at 1732 Peggs Mountain Road, formerly known as Doe Lake Camp. A condition of the consent set by the District Planning Board was that the lots are subject to site plan control and that the site plan agreement shall include a requirement for revegetation of a buffer zone, from time to time as necessary.

During the severance process it was agreed that the applicants could enter into the Site Plan Agreement prior to obtaining a building permit. Monica Miles has created a site plan which is provided to you as part of this report. The Miles have sold their home in Brampton and are hoping to move into their new home in Ryerson Township this year.

**Rational Analysis:** The site plan is complete. It addresses the development and areas of vegetation as does the agreement.

Reference / Documents: By-Law, Site Plan Agreement, Site Plan.

### THE CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW -21

BEING A BY-LAW TO ENTER INTO A SITE PLAN AGREEMENT WITH OWNERS MONICA AND GORDON MILES.

WHEREAS Section 8 of the Municipal Act confers broad authority on the Municipality to govern its affairs.

AND WHEREAS the Municipality wishes to enter into a Site Plan Agreement with Monica Miles;

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

- 1. The Township shall enter into an agreement as attached hereto and marked as Appendix 'A' to this By-law.
- 2. The Clerk is hereby authorized to execute said agreement on behalf of the township.

Read a first, second, third Time, signed and the seal of the Corporation affixed hereto and finally passed this 6<sup>th</sup> day of July, 2021

MAYOR		

Apr	pendix	"A"	to	Bv-	law	-21
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THIS AGREEME	ENT made in duplicate this day of, 20	021
BETWEEN:	MONICA AND GORDON MILES	
	Hereinafter called the Owner of the FIRST PART	
AND:	THE CORPORATION OF THE TOWNSHIP OF RYERSON	

Hereinafter called the Township of the SECOND PART

#### WHEREAS:

- 1. The Owner is the registered owner of the lands described in Schedule "A" (the "Lands) and known as Part Lot 6, Con 2 on Plan 42R-21518, Part 1, 1732 Pegg's Mountain Road, Ryerson Township, Burk's Falls, ON;
- 2. The Owner applied to the Township under Section 41 of the Planning Act, RSO 1990, c.P.13, as amended, for site plan approval in respect of its development of the lands at PT 1, 42R-21518, 1732 Pegg's Mountain Road;
- 3. The Township has approved the plans and drawings submitted with the Owner's application subject to certain conditions and subject to the entering into of this Agreement;
- 4. Section 41 (10) of the Planning Act permits the registration of this Agreement against the Lands of which it applies;

NOW THEREFORE in consideration of the mutual terms and conditions hereinafter set out, the parties hereto agree as follows:

- 1. The lands subject to the terms of this Agreement are described in Schedule "A" attached hereto and forming part of this Agreement.
- 2. The Owner agrees to develop the site and construct and maintain the Building and structures in substantial conformity with the site plan, as described in Schedule "B" to this Agreement.
- 3. The Owner agrees to register this Agreement against the Owner's lands, at the OWNERS sole expense.
- 4. The Owner agrees to not request the Chief Building Official to issue a building permit to carry out the development until this Agreement has been registered on title to the Lands and a copy of the registered Agreement has been provided to the Township.
- 5. The Owner agrees that during construction, sediment and erosion control works in the form of silt fencing shall be installed down gradient from all construction sites. These works shall be maintained in good working order until construction has ceased, and the exposed soils have been fully stabilized or otherwise greened up with the vegetation plantings.
- 6. The owner agrees to regenerate and plant further vegetation and trees if necessary, from time to time if there is a loss of the vegetive buffer, to generally maintain the vegetive buffer, keeping it in a natural state with native tree, shrub and grass species, across a minimum of 70% of the lot.

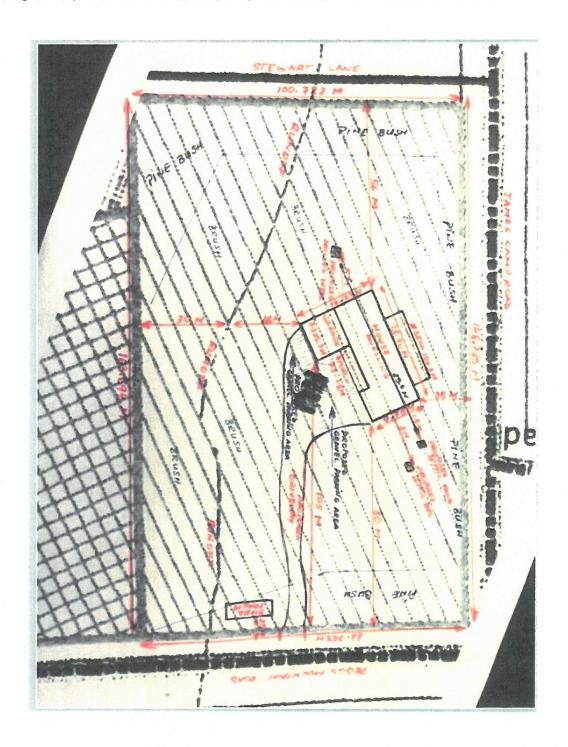
- All covenants and provisions contained in this Agreement shall not only ensure to but shall be binding upon the Owner and the Township, their respective heirs, executors, administrators, and assigns.
- 8. The Owner and the Township agree that any provisions of this Agreement may be altered at any time by mutual agreement of the Parties. Any such alteration shall be registered by the Owner within thirty (30) days of the execution thereof by the Township at the cost of the Owner.
- 9. The terms of the Agreement may be enforced by the Township against the Owner and subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent Owner(s) of the land with all the rights of actions by the Township by the Municipal Act, RSO 1990, Chapter M.45, Section 199, and the Planning Act, RSO 1990, Charter P.13 as amended.
- 10. In addition to the rights of the Township set out in the previous paragraph, the Township shall not be required to issue any municipal permit or provide any municipal service for the use of benefit of the whole or any part of the lands in Schedule "A" hereto during any breach of this Agreement by the Owner or subsequent Owners.
- 11. The Owner shall not make any application to remove this Agreement from the title to the lands described in Schedule "A" hereto without the consent in writing of the Township first being obtained.
- 12. The Owner and Township agree that this Agreement shall come into effect on the date of execution by the Township.

IN WITNESS WHEREOF the Owner and the Township have duly executed this Agreement.

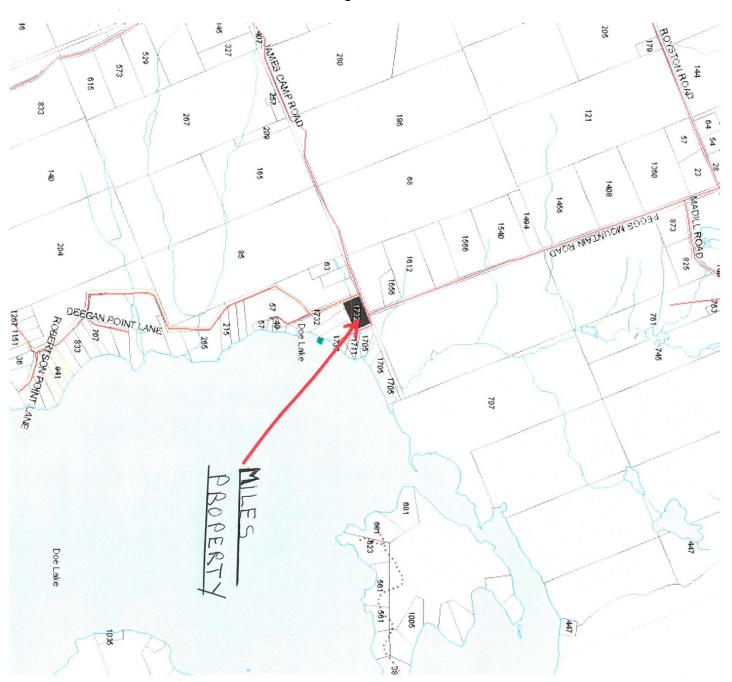
This day of, 2021TH	HE CORPORATION OF THE TOWNSHIP OF RYERSON		
Being the date of execution by the Corporation of the Township of			
Ryerson	Mayor		
	CAO/Clerk		
Witness	Monica Miles		
 Witness	Gordon Earl Leonard Miles		

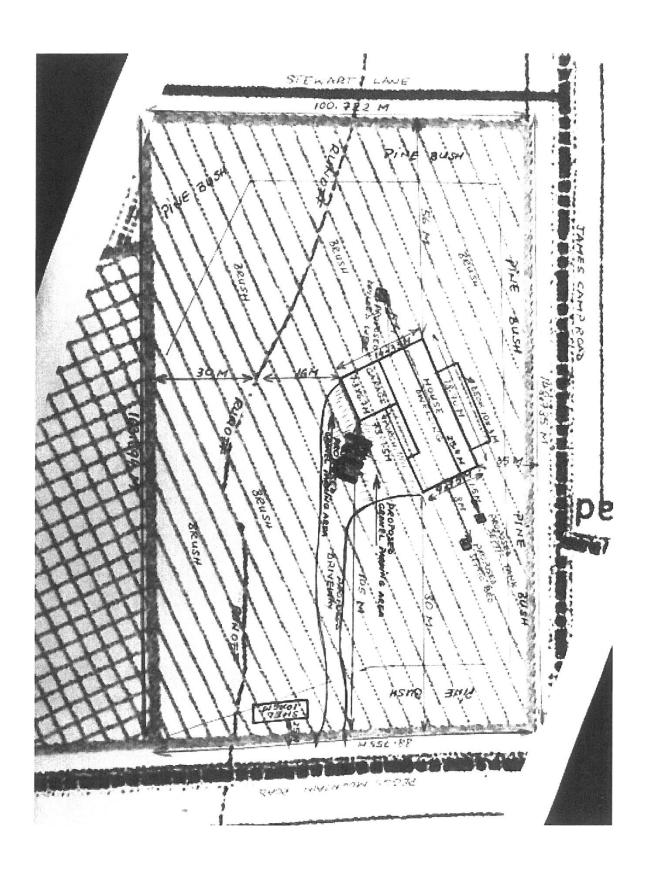
Schedule "B" Site Plan

(Original site plan on file at the Township of Ryerson Municipal Offices, dated June 28, 2021)



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## CORPORATION OF THE TOWNSHIP OF RYERSON

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

Being a by-law to enter into an Agreement for Provision of Regional Fire Training Officer Services January 1, 2021 – December 31, 2023.

WHEREAS Section 8 of the Municipal Act confers broad authority on the Municipality to enable the Municipality to govern its affairs;

AND WHEREAS the municipality wishes to enter into an agreement for the provision of Regional Fire Training Services with James Gary Courtice;

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

- 1. The Township shall enter into an agreement as attached hereto and marked as Schedule 'A' to this By-law.
- 2. The Mayor and Clerk are hereby authorized to execute said agreement on behalf of the Township.

Read a first, second and third time, signed and the seal of the Corporation affixed hereto and finally passed in Council this 6<sup>th</sup> day of July, 2021.

Mayor	

## **SCHEDULE 'A' TO BY-LAW #** \_\_\_\_ -21

# AGREEMENT WITH SELF-EMPLOYED CONTRACTOR FOR FIREFIGHTER TRAINING SERVICES

THIS AGREEMENT	MADE THIS DAY OF 2021
BETWEEN:	THE CORPORATION OF THE TOWNSHIP OF RYERSON
	(Hereinafter called "Ryerson")
A	OF THE FIRST PART
AND	JAMES GARY COURTICE
	(Hereinafter called "Courtice")
	OF THE SECOND PART

The Parties hereto covenant and agree as follows:

- 1. In this agreement the following words and phrases have the meaning assigned to them below:
  - "Municipal Agreement" means an agreement dated November 16, 2015, between the Seven Municipalities which establishes the Regional Fire Training Program and the Regional Fire Training Committee. Updated by new agreements dated October 2017 and May 2021.
  - "Participating Fire Departments" means the Burks Falls & District Fire Department; the Kearney Fire Department; the Magnetawan Fire Department; the Perry Fire Department, and the McMurrich/Monteith Fire Department.
  - "Regional Fire Training Program" means the program described in Schedule 1 to this agreement.
  - "Regional Fire Training Committee" means the group of five persons created in the Municipal Agreement and consisting of either the Chief or another person appointed to represent each of the Participating Fire Departments.

"Seven Municipalities" means the municipalities who are Parties to the Municipal Agreement and for whom Ryerson acts as agent for purposes of the Regional Fire Training Program. The Seven Municipalities are: The Corporation of the Township of Ryerson, The Corporation of the Township of Armour, The Corporation of the Village of Burks Falls, The Corporation of the Municipality of Magnetawan, The Corporation of the Town of Kearney, The Corporation of the Township of Perry and the Corporation of the Township of McMurrich/Monteith.

- 2. TERM: The maximum term of this agreement is a period of three years commencing on the 1st day of January 2021 to the 31st day of December 2023, or such shorter period as may result from an earlier termination of this agreement in accordance with its terms. In the event that the three-year term expires and the Parties by a course of conduct continue the relationship created herein, such continuation shall be deemed to be on a month-to-month contract on the same basis as this one with either Party having the right to terminate such continuation on 30 days written notice delivered to the other.
- 3. INTENT OF THE PARTIES: The Parties to this agreement intend to create the relationship of an independent, self-employed contractor and service provider (Courtice) and purchasers (the Seven Municipalities) of such contractor's services, and not that of employer and employee.
- 4. COURTICE AGREES to provide Fire Training Services to the members of the Participating Fire Departments in a diligent, competent and professional manner in accordance with the terms of this agreement and Schedule 1 attached to and forming part of this agreement.
- 5. RYERSON AGREES to pay Courtice the sum of \$90,400.00 including HST (the "Contract Price") per year in twelve equal monthly installments of \$7,533.33, subject to any withholding provisions set out below. Such installments shall be paid on or around the fifteenth day of each month and constitute a pre-payment for contract services to be provided by Courtice during that calendar month. In the event that the Fire Training Program is suspended or terminated for any part of a calendar month then Courtice shall be entitled to a pro-rated portion of the monthly amount. Any excess paid to Courtice shall be returned to Ryerson or deducted from the following month's amount. In addition to the Contract Price, Ryerson agrees to reimburse Courtice up to \$2,500.00 per year for supplies purchased in the execution of the Regional Fire Training Program. Such reimbursement is to be paid within thirty (30) days of receiving an invoice that has been authorized by signature of at least one Fire Chief from a Participating Fire Department.

- 6. REPRESENTATIONS OF COURTICE: Courtice states that each and every of the following are true; acknowledges that they induced Ryerson to enter into this contract; and shall provide cause for termination of this contract if found to be untrue:
  - (a) Courtice is a certified Fire Training Officer under National Fire Protection Association (NFPA) standards and has the right to provide NFPA certified training and to issue certificates to trainees who successfully complete his training programs.
  - (b) Courtice has no criminal record and has provided a criminal record check to Ryerson.
  - (c) Courtice continues to satisfy the requirements of Canada Revenue Agency ("CRA") in the operation of the Regional Fire Training Program to qualify as an independent self-employed contractor rather than an employee.
  - (d) Courtice has the skill and ability required by a teacher to motivate participants in the training sessions.
- 7. FURTHER RESPONSIBILITIES OF COURTICE: Courtice agrees that in delivering the Regional Fire Training Program outlined in Schedule 1 he will:
  - (a) Provide, as part of the contract price herein and subject to the provisions of Clause 5 as above, all expenses of Courtice to deliver the training sessions including printed matter, digital media and other training materials necessary to carry out each training session except those specific items or facilities listed below to be provided by the Participating Fire Departments whose members are taking part in a particular training session and listed below:
    - the free use of a building or other location where the training will take place owned or otherwise available without charge to and within one of the Seven Municipalities;
    - the free use of equipment owned by such Participating Fire Department(s) and required for the training session;
    - copies of training materials to be retained by individual members of such Participating Fire Department(s);
    - the assistance of officers of such Participating Fire Department(s) with the training.

- (b) Design the training program in consultation with the Chief of each Participating Fire Department to meet its needs and in general consultation with the Regional Fire Training Committee established under the Municipal Agreement.
- (c) Schedule training sessions to meet the availability and convenience of participants, most of whom will be volunteers released from their regular employment for emergencies, but not necessarily for training. In so far as possible to see that each participating fire department receives its fair share of training sessions and none falls significantly behind others in terms of sessions provided to it.
- 8. SUSPENSION OF PROGRAM: Ryerson may in its own absolute discretion suspend the operation of the Regional Training Program and this contract at any time when it determines that the training cannot be adequately delivered by Courtice due to:
  - (a) The absence of Courtice for illness or for any other reason other than for two weeks of planned vacation each year;
  - (b) A failure by Courtice to schedule or deliver the required number of training sessions to each Participating Fire Department in accordance with Schedule 1 to this agreement;
  - (c) The use or substitution of a person other than Courtice to deliver any part of the training program without the written approval of Ryerson; or
  - (d) The persistent refusal of the majority of volunteer members of more than one Participating Fire Department to take part in training sessions organized by Courtice which shall be deemed to constitute a failure of the Regional Fire Training Program.

During any period of suspension Ryerson may also suspend payment of the Contract Price to Courtice on a pro-rata basis.

- 9. EARLY TERMINATION: The Parties agree that notwithstanding the Term of three years as set out above, either Courtice or Ryerson shall have the option to terminate this agreement earlier than the expiry of the three years.
  - (a) when the Regional Fire Training program has been suspended for a period of more than 30 consecutive days under paragraph eight of this agreement;

- (b) by delivering a written notice of intention to terminate to the other not less than 30 days prior to the date of termination specified therein; and unless such notice is withdrawn this agreement shall terminate on that date and all obligations of either Party hereto shall cease as of that date.
- 10. ASSIGNMENT: Neither Party to this agreement shall assign its rights and obligations under this agreement to anyone without the written consent of the other Party; provided that Courtice may assign his rights and responsibilities to a corporation of which he is the majority shareholder so long as Courtice will continue to provide the actual training.
- 11. This Agreement may be amended at any time by the mutual consent of all Parties.
- 12. This agreement shall endure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals, the corporate party under the hand of its duly authorized signing officers.

THE CORPORATION OF THE TOWNSHIP OF RYERSON
Per:
George Sterling, Mayor
Per:
Judy Kosowan, CAO Clerk-Deputy Treasurer
James Gary Courtice

# SCHEDULE 1 Description of the Regional Fire Training Program

The Service Provider will 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 fire department, for a minimum two hours each 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 (approximately 80-100 hrs)
  - Drivers D and Z and evaluations (to MTO standards)
  - Pump Operations
  - o 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.

TOWNSHIP TO THE RYERSON	Staff Report
To:	Ryerson Township Council
From:	Judy Kosowan CAO/Clerk/Deputy Treasurer
Date of Meeting:	July 6, 2021
Report Title:	Electronic Meeting Protocol By-law and
	Amendment to the Procedural By-law 31-20
Report Date:	June 21, 2021

# **Recommendation:**

Be it resolved that leave be given to introduce a Bill # \_\_-21, being a By-law to adopt the Electronic Meeting Protocol and further; That By-Law # \_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this  $6^{th}$  day of July, 2021.

Be it resolved that leave be given to introduce a Bill # \_\_\_-21, being a By-law to amend Procedural By-law 31-20 and further; That By-Law # \_\_\_-21 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July, 2021.

# Purpose/Background:

# **By-law to Adopt Electronic Meeting Protocol**

At the June 15 2021 meeting, Council reviewed the draft Electronic Meeting Protocol which is a companion document to Procedural By-law 31-20.

The Procedural By-law allows for electronic participation under Section 3.5 and the protocol provides additional guidelines for electronic participation in council meetings.

An error was noted in the draft protocol on page 4 under Delegations:

The draft wording provided June 15, 2021 noted:

#### DELEGATIONS

"Public attendance to Electronic Meetings during the course of an emergency will be restricted to electronic means. In-person delegations will not be permitted.

Written submissions from delegations may still be submitted electronically and must be received by the Clerk's office by noon on the Monday preceding the council meeting date."

The following updated wording aligns with the wording in the Procedural Bylaw:

#### **DELEGATIONS**

"When Council makes a decision to hold an electronic meeting, public attendance will be restricted to electronic means. In-person delegations will not be permitted.

"Written submissions from delegations may still be submitted electronically and must be received by the Clerk's office by noon on the <u>Monday the week</u> <u>prior to the scheduled meeting</u>. Holiday Mondays are excepted, all dates will move ahead by one business day."

# By-law to Amend Procedural By-law 31-20

Secondly, and related to the above, Staff have noted an error in wording in Section 14, subsection 14.3 Request for Delegation in the Procedural By-law.

#### By-law 31-20 states:

#### 14.3 Delegation – Request for Delegation

Persons wishing to make a Delegation to Council, must register with the Clerk, in writing. A written brief outlining the subject matter of the presentation shall be provided to the Clerk at the time of the request to appear and shall clearly state the nature of the business to be discussed. Submissions must be received by the Clerk, <u>before 12 Noon on the Monday prior to the scheduled meeting of Council</u>. Holiday Mondays excepted -all dates will move ahead by one business day. The written request may be made on a form available (Schedule 'E' Template) from the municipal office or by email, fax or other written note.

# The attached amending by-law updates the wording to state:

Persons wishing to make a Delegation to Council, must register with the Clerk, in writing. A written brief outlining the subject matter of the presentation shall be provided to the Clerk at the time of the request to appear and shall clearly state the nature of the business to be discussed. Submissions must be received by the Clerk, <u>before 12 Noon on the Monday the week prior to the scheduled meeting of Council.</u> Holiday Mondays excepted -all dates will move ahead by one business day. The written request may be made on a form available (Schedule 'E' Template) from the municipal office or by email, fax or other written note.

# Page 43 of 72

#### CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW # 21

# Being a by-law to adopt the Electronic Meeting Protocol

WHEREAS Section 10 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, provides that a Municipality may pass by-laws respecting accountability and transparency of the Municipality and its operations and of its local boards and their operations;

AND WHEREAS Council of the Corporation of the Township of Ryerson deems it desirable to adopt the Electronic Meeting Protocol;

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

- 1. That the Township's Electronic Meeting Protocol attached hereto as Schedule 'A' be adopted.
- 2. That this By-law shall come into effect on date of passage hereof.

Read a first, second and third Time, signed and the seal of the Corporation affixed thereto and Finally passed in open Council this 6<sup>th</sup> day of July, 2021.

MAYOR	
CLERK /DEPUTY CLERK	

# SCHEDULE "A" TO By-law # \_\_\_\_ -21 TOWNSHIP OF RYERSON ELECTRONIC MEETING PROTOCOL

# **PURPOSE**

The Township of Ryerson is committed to maintaining accountability and transparency during decision making processes.

Municipalities are permitted to hold meetings with Council by way of electronic participation.

The purpose of this policy is to establish guidelines surrounding the management of, and participation in, electronic meetings, to ensure that such meetings are run in an orderly manner.

# **ELECTRONIC PARTICIPATION**

- It is the intention of the Township of Ryerson that meetings be held using a platform that allows for both audio and video connections for all participants. However, in some instances, meeting by teleconference may be required.
- All members of the Public who wish to attend the meeting shall be required to register with the Administration in advance. Access will not be provided to anyone not registered to attend.
- Councillors shall connect to the conference via video or audio 15 minutes prior to the commencement of the meeting.
- Participants other than Staff or Members of Council shall be permitted into the meeting no earlier than five minutes prior to the scheduled start time.
- Video connections will only be allowed for Councillors, staff members, or delegates in attendance. Further, video for any delegates is restricted to the duration of their presentation.
- The microphones for all public in attendance shall be muted for the duration of the meeting. Further, the option to allow participants to unmute themselves shall be disabled.
- Councillors should leave their microphones unmuted for the duration of the meeting.
- At the commencement of the meeting, attendance will be announced. If there is a late arrival, the host will admit the new attendee and, at an appropriate break in the meeting conversation, the new arrival will be announced.
- Any member of Council participating via video or telephone shall announce (through the Chair) if they wish to leave the meeting prior to adjournment or prior to leaving the meeting for a personal break.

- Participants shall raise their hand to signal their intention to speak.
   When recognized by the Chair, the participant has permission to speak.
- Participants other than a Member of Council who arrive during or after a Closed Session shall not be permitted access to the meeting.

# MEETING PROCEDURES

The Clerk/Deputy Clerk will assign the names of Members of Council to resolutions as movers and seconders to the motions on the resolution list while preparing the agenda package.

The Chair shall call the meeting to order and ask the Clerk/Deputy Clerk to read the resolution for adoption of minutes. After the reading of the resolution by the Clerk/Deputy Clerk, the Clerk will call for the vote. The Chair will ask if there are any declarations of pecuniary interest\* For meetings where all are participating electronically or combined in person/electronic, all voting will be recorded. The recommended voting procedure during electronic meetings is always roll call voting. The Clerk/Deputy Clerk will call out the name of the member allowing the

The Clerk/Deputy Clerk will call out the name of the member allowing the member ample time to vote <u>Yes</u> or <u>No</u> or abstain.

The Clerk/Deputy Clerk will record the vote once established.

The Chair will introduce each agenda item, and resolution. The Chair will ask if there is any discussion on the item and will offer each member an opportunity to speak.

Once the discussion is completed the Chair shall ask the Clerk/Deputy Clerk to read the resolution. After the resolution is read the Clerk will call upon each member for their vote.

#### DELEGATIONS

When Council makes a decision to hold an electronic meeting, public attendance will be restricted to electronic means. In-person delegations will not be permitted.

"Written submissions from delegations may still be submitted electronically and must be received by the Clerk's office by noon on the <u>Monday the week prior to the scheduled meeting</u>. Holiday Mondays are excepted, all dates will move ahead by one business day."

#### **TECHNICAL MATTERS**

In the event of a connection/service interruption with the electronic meeting, the Chair may recess the meeting for up to 15 minutes.

The hosting function for the meeting is provided through the Treasurer. A break may be requested by the Chair, Treasurer, or Clerk/Deputy Clerk to ensure meeting fluidity and confidentiality for a closed meeting.

If one member is experiencing technical difficulties the meeting will continue uninterrupted. The absence will be announced at an appropriate break in the meeting conversation. The members shall be recorded as "Absent" in any

voting undertaken while they are disconnected from the meeting. The Host will contact that member and attempt to resolve the problem using any means at their disposal.

# **CLOSED MEETINGS**

An Electronic Meeting may include a Closed Session, which shall be conducted in the absence of the public and in accordance with Section 239 of the Municipal Act, 2001.

Members of Council are required to maintain confidentiality as per Section 10 in the Code of Conduct. Members participating in an electronic Closed Session from home must ensure they are in a quiet, private location.

# RESPONSIBILITIES

- Make sure everyone can hear you
- Be patient, there will be time delays
- Make sure you speak when the Chair acknowledges it is your turn and do not interrupt other members when they are speaking.
- Make sure the microphone is on when you speak and close enough to pick up your voice
- Avoid side conversations
- Avoid noisy activities like typing while your microphone is on
- Turn off phones or other devices
- \* If a member of Council declares a pecuniary interest pursuant to the Conflict of Interest Act, they will not participate, influence or vote in any way regarding the matter in question.

When a meeting is closed to the public, the member will be placed "in the waiting room/on hold" by the host whereby they cannot hear/participate in the discussion. The host will return the member to the meeting at the end of the discussion.

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#### CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW # -21

Being A By-Law to Amend Procedural By-Law # 31-20	
Section # 14.3 Request for Delegation	

WHEREAS the Municipal Act, 2001, Section 238 requires that each municipality pass a procedure by-law for governing the callings, place and proceedings of meetings of the municipal Council, committee and local boards;

AND WHEREAS the Council of the Corporation of the Township of Ryerson deems it advisable to amend the Procedural By-law 31-20 Section Number 14.3 Request for Delegation;

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

- 1. That Section Number 14.3 be amended to read: "Persons wishing to make a Delegation to Council, must register with the Clerk, in writing. A written brief outlining the subject matter of the presentation shall be provided to the Clerk at the time of the request to appear and shall clearly state the nature of the business to be discussed. Submissions must be received by the Clerk before Noon on the Monday the week prior to the scheduled meeting of Council. Holiday Mondays excepted -all dates will move ahead by one business day. The written request may be made on a form available (Schedule 'E' Template) from the municipal office or by email, fax or other written note."
- 2. This by-law shall come into force and effect on the date of passing.

Read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 6<sup>th</sup> day of July 2021.

MAYOR	
CLERK/DEPUTY CLE	RK

TOWNSHIP TO THE RYERSON	Staff Report
To:	Ryerson Township Council
From:	Judy Kosowan CAO/Clerk/Deputy Treasurer
Date of Meeting:	July 6, 2021
Report Title:	Landfill Property Division and Disposition
Report Date:	June 25, 2021

# **Recommendation:**

Be it resolved that Ryerson Township Council approves the division of property and deems the land surplus for the disposition of land from the Landfill Site, as proposed.

# Purpose/Background:

Burks Falls and Armour have been approached about property adjacent to the landfill site in Armour Township.

The Landfill site is a shared service between Burks Falls, Armour and Ryerson and approval from Ryerson Township is required to declare it surplus prior to disposal.

RYERSON	Councillor Report	
Name	Delynne Patterson	
Event	Municipal Code of Conduct Consultation Meeting with Minister Dunlop and Northern Region Municipalities	
Date of Event	June 17, 2021	
Date of Presentation	July 06, 2021	

# 1. What changes do you feel are needed to the existing requirements for the content of municipal codes of conduct?

\*Is the regulation itself flawed and lacking accountability?

**Summary** of ideas presented during the consultation meeting

- \*Increase financial penalties.
- \*Harassment, intimidation, violence, or any type of abuse should not be tolerated and needs to be dealt with.
- \*There is a great deal of information on the process of the IC but there is no support or guidance for a member of council who has a complaint filed against them. There needs to be a process to help support and offer guidance/resources for Councillors under investigation so they can understand their obligations, rights, and any recourse that they may have.
- \*Many councillors are not taking the Code of Conduct seriously enough or are not taking accountability for their actions.
- \*Some Councils do not offer or recommend training for their Councillors. All Councillors need this training and should be trained on the consequences of not following the Code of Conduct.
- \*Would like to see the evidence that the Codes of Conduct are not being followed.
- \*These investigations are expensive and could financially cripple a municipality- some sort of limit needs to be put in place to protect municipalities.
- \*Municipalities and Councillors need to be protected from frivolous, vexatious, or retaliatory complaints.
- \*Penalties need to be clear and binding.
- \*Asking members of Council to vote on the penalty pits one councillor against another and makes an adversarial work environment.
- \*We need consistency across the province by making standard:
  - -Code of Conduct
  - -I.C. training
  - -I.C procedures for investigations
  - -I.C. reporting format
  - -Standard sanctions for specific violations

2. The Association of Municipalities of Ontario (AMO) has made recommendations to improve accountability for members of council, including:

Which of AMO's recommendations do you think would help improve accountability for council members?

- Financial penalties
- Suspension for certain violations
- Removal from office in certain circumstances
- Better training and standards for integrity commissioners
- \*All are valid.
- \*I.C. needs more teeth regarding sanctions- instead of suggesting sanctions, sanctions should be given.
- \*All meetings should be recorded.
  - this is evidence of what occurred and removes all personal interpretations.
  - -some members are not acting as professional during Zoom type meetings.
- \*Why is AMO focusing on the negative behaviours of some councillors and not promoting the good work of the many.
- \*Must be consistent across the province.
- \*Council members must be accountable to the process- (i.e., when a council member is asked to provide information within a certain timeline, they need to respect the process) delaying the process should not be acceptable.
- \*All members should sign once they have had Code of Conduct training
- 3. Do you have any additional suggestions for a more effective enforcement and a broader range of penalties for violations of the code of conduct?
- \*Require a standard Code of Conduct across the province
- \*Regulated standards for all I.C
  - -investigation process
  - -standard sanctions for specific violations built into the Code of Conduct
  - -how decisions are made
  - -reporting format
  - -penalties based on severity of the breach
- \*Penalties need to be clear and binding.
- \*Standard training for I.C. to promote consistency and for Councillors for Code of Conduct expectations (this training should be based on actual cases and how actual codes were broken).
- 4. Under what circumstances do you believe additional or stronger penalties for violating a code of conduct would be appropriate?
- \*Staff need to be protected from Council members who are abusive (many staff are afraid to go through other processes for fear of being blackballed in the industry)- this should be automatic removal from office.
- \*Violence, harassment, bullying in the workplace.
- \*Impedes the business of the municipality (unprepared, interfering with or unilaterally directing staff)
- \*Progressive discipline moving towards removal depending on the severity of the violation.

# JOINT BUILDING COMMITTEE ANNUAL PERMIT SUMMARY 2021

	No. of
Month	Permits
January	5
February	2
March	10
April	21
May	20
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Permit	Project
Fees	Values
\$13,482.00	\$865,500.00
\$2,675.00	\$165,000.00
\$19,956.40	\$1,263,560.00
\$40,309.75	\$2,565,255.00
\$53,275.00	\$3,351,000.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

Size
(sq.m)
786
247
1987
3413
1947
0
0
0
0
0
0
0

TOTALS	58

\$129,698.15	\$8,210,315.00
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New Construction	8380
Demolitions	99

# JOINT BUILDING COMMITTEE ANNUAL PERMIT SUMMARY 2021

# SFD'S, Seasonal Dwellings and Multi-Unit Dwellings

	No. of	1	Permit	Project		
Month	Permits	1	Fees	Values	<u>2020</u>	2021
Burks Falls	5		\$2,555.00	\$137,000.00	0	0
Joly	1	1	\$3,100.00	\$200,000.00	0	1
South River	7	1	\$8,820.00	\$547,605.00	1	1
Machar	10		\$18,590.00	\$1,179,000.00	4	4
Strong	16		\$34,924.75	\$2,226,650.00	2	6
Ryerson	12		\$50,351.40	\$3,238,560.00	2	6
Sundridge	7		\$11,357.00	\$681,500.00	0	2
TOTALS	58	1	\$129,698.15	\$8,210,315.00		20
Permit activ	ity at end	of May 31, 202	21			
TOTALS	30	]	\$56,826.50	\$3,438,725.00	9	
Permit activ	ity at end	of May 31, 202	20			
TOTALS	28		\$72,871.65	\$2,617,690.00		11

# **Ontario Land Tribunal**

Tribunal ontarien de l'aménagement du territoire



**ISSUE DATE**: June 09, 2021 **CASE NO(S)**.: PL130823

The Ontario Municipal Board (the "OMB") and the Local Planning Appeal Tribunal (the "LPAT") is continued under the name Ontario Land Tribunal (the "Tribunal"), and any reference to the Ontario Municipal Board or Board or Local Planning Appeal Tribunal in any publication of the Tribunal is deemed to be a reference to the Tribunal.

**PROCEEDING COMMENCED UNDER** subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:
Appellant:
Appellant:
Appellant:
Appellant:
Appellant:
Appellant:
Appellant:
Appellant:
Bubject:
By-law No. 31-13
Township of Ryerson

LPAT Case No.: PL130823 LPAT File No.: PL130823

LPAT Case Name: Sanderson v. Ryerson (Township)

**PROCEEDING COMMENCED UNDER** subsection 11(5) of the *Aggregate Resources Act*, R.S.O. 1990, c. A.8, as amended

Referred by:

Objector:

Ministry of Natural Resources
Eleanor & Jim Armstrong
Morley & Diana Bonazza

Objector: Robert Farrar

Objector: David & Terry Galey; and others

Applicant: 1668830 Ontario Limited, Glen Thompson

Subject: Application for a Class A licence for the removal

of aggregate

Property Address/Description Lots 4 & 5, Concession 6 Municipality: Township of Ryerson

LPAT Case No.: PL130823 LPAT File No.: PL130823

PL130823

**Heard:** Written submission received on April 30, 2021

2

#### **APPEARANCES:**

<u>Parties</u> <u>Counsel</u>

1668830 Ontario Limited David White

Township of Armour Edward Veldboom

Township of Ryerson John Ewart

#### DECISION DELIVERED BY STEVEN COOKE AND ORDER OF THE TRIBUNAL

- [1] On January 13, 2021 a status update was conducted via Telephone Conference Call ("TCC"). During the TCC counsel for the Applicant requested that the matter be administratively closed until such time that his client could address the haul route conditions. Counsel for the Township of Armour ("Armour") and the Township of Ryerson ("Ryerson") requested time to get instructions from their clients. The Tribunal agreed to the request and set a further TCC to be heard on February 25, 2021. The purpose of the February TCC was to inform the Tribunal of those directions and for the Tribunal to consider whether the file would be administratively closed
- [2] During the February 25, 2021 TCC, only counsel for Armour appeared. As a result the Tribunal ordered that written status update submissions from all Parties be submitted to the Tribunal no later than April 30, 2021 for the Tribunal's review and consideration to administratively close the file.
- [3] David White, counsel for the Applicant, gave a brief explanation that his client was an investor to the project but had to take over when the original proponent passed away. The Tribunal was informed that the Applicant has been working to resolve the Haul Route issue and has recently been introduced to an individual that has experience in the aggregate sector. The Applicant believes that they have a potential solution that

they believe can be negotiated and resolved by the end of 2021.

- [4] John Ewart, counsel for Ryerson, responded to the written update by the Applicant and indicated that Ryerson is not in agreement to any further extensions of the matter. The Tribunal was informed that should the Tribunal provide an extension to the end of 2021, Ryerson will renew its request to have the matter dismissed.
- [5] In response, Mr. White submits that Ryerson signed Minutes of Settlement that agreed to support the application, the approval of the zoning by-law, and aggregate licence. Mr. White further submits that dismissing the application would prejudice the Applicant whereas an extension to the end of the year would have no prejudice to Ryerson. Mr. White maintains that should this request not be acceptable that the matter be placed on an inactive list with the Tribunal.
- [6] Edward Veldboom, counsel for Armour, indicated that while Armour would like to see the matter come to conclusion, they did not object to an extension to December 21, 2021. Should the matter not be resolved by that date, Armour suggests that the decision of the Tribunal be amended to deny the approvals of the ARA Licence and Zoning By-law Amendment.
- [7] The Tribunal recognizes the desire of Armour and Ryerson to have this matter come to a conclusion. As the Parties had been originally asked to seek direction that the matter be concluded before the end of the current term of Council, October 2022, the request for an extension to the end of 2021 is reasonable.

#### **ORDER**

[8] The Tribunal Orders that an extension for the satisfaction of the Tribunal's conditional prerequisite to the issuance of a Final Order as provided for in the original Orders of the Tribunal issued on April 7, 2015 and June 20, 2016 is hereby granted. The Tribunal will continue to withhold its Final Order pending notification that the Haul Route Agreement has been entered into, to and until December 21, 2021.

[9] The Parties are instructed to provide a status update to the Tribunal on or before noon of December 21, 2021 to the Tribunal Case Coordinator.

4

- [10] Should the prerequisite condition regarding the Haul Route issue not be satisfied by December 21, 2021 the Tribunal will then initiate a Motion, as indicated by the Board in paragraph 9 of the Decision of June 20, 2016, and accept written submissions by that same date as to the final determination of the original application and appeal given the Applicant's inability to satisfy the condition on the haul route matter and obtain the final order. Written submissions shall be no more than 10 written pages and are to be submitted to the Tribunal Case Coordinator no later than 5 pm on January 14, 2022.
- [11] No further notice is required
- [12] The Member is seized on the matter.

"Steven Cooke"

STEVEN COOKE MEMBER

#### **Ontario Land Tribunal**

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248



P.O. Box 463, Burk's Falls, Ontario P0A 1C0
Phone: 705-571-3308
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www.burksfallsdistricthistoricalsociety.com
Like us on Facebook

#### Heritage Centres

Watt Century Farm House 827 Chetwynd Road Armour Township

Wiseman's Corner Schoolhouse 112 Midlothian Road Ryerson Township

# MINUTES Burk's Falls & District Historical Society Armour Council Chambers, Burk's Falls Monday, May 17, 2021

Members Present: Diane Brandt – President

Nieves Guijarro - Vice-President

Charlene Watt - Secretary

Betty Caldwell Judy Ransome

Lisa Morrison (via teleconference)
Delynne Patterson (via teleconference)

The Members present constituted a quorum.

# **Call to Order:**

The meeting was called to order at 2:00 p.m. Diane Brandt in the Chair.

#### Welcome:

Diane welcomed Members.

Regrets from Bruce Campbell and Jarv Osborne.

#### **Delegation:**

None

# **Approval & Amendments of the Minutes of the Last Meeting:**

Acceptance and adoption of the March 22, 2021 Meeting Minutes as circulated: **Moved by Judy Ransome, Seconded by Nieves Guijarro. Carried** 

#### **Treasurer's Report:**

Treasurer's / Financial Report presented by Diane Brandt. Main bank account balance was \$10,855.96 on April 30, 2021. Expenses in May include: \$30.42 for office supplies, \$84.72 for a step ladder, and \$727.30 for blinds at the farmhouse. Account balance on May 17, 2021 was \$10,013.52. Motion to accept the Treasurer's report and pay the monthly invoices: Moved by Delynne Patterson, Seconded by Betty Caldwell. Carried



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#### Heritage Centres

Watt Century Farm House 827 Chetwynd Road Armour Township

Wiseman's Corner Schoolhouse 112 Midlothian Road Ryerson Township

# **Committee Reports:**

No report available.

#### **General Business:**

#### Young Canada Works:

Student funding received from Young Canada Works totaled \$5,443.20. The help wanted ad for the student heritage co-ordinator will run until 4:00 p.m. on May 25, 2021. An interview committee consisting of Delynne Patterson, Lisa Morrison and Diane Brandt was formed. The committee will discuss the interview format and advise Charlene Watt if a Zoom meeting platform is required.

#### Farm House Update:

Renovations are ongoing upstairs. The upstairs bathroom has been converted into a newspaper storage room with the archived publications being moved to the shelving. Diane Brandt and Kendra Kellas are discussing displays for the season. The blinds have all been installed. Kendra has tidied the flower beds and borders and transplanted plants to prepare the yard's gardens.

#### School House Update:

Kendra Kellas and Diane Brandt have tidied the flower beds and borders and transplanted plants to prepare the yard's gardens. Diane reported that there is minimal damage from mice at the heritage site this year. The broken window is in need of repair before the Members spring clean the schoolhouse. Delynne informed Members that the Township of Ryerson is to hire a maintenance person for the season. Delynne also provided an update on the Ontario Bike program and advised that a bike rack has been ordered and water will be available to visitors. Delynne recommended that the Members consider a vision for the schoolhouse with a five-year plan.

#### Opening of Heritage Centres:

Members discussed the 2021 operating season and agreed that once the Province allows for museums to open up in response to the pandemic that we will open by appointment only. Safety protocols and personal protective equipment will be required. Diane Brandt will contact the Township of Armour regarding a safety policy for Members.

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P.O. Box 463, Burk's Falls, Ontario P0A 1C0 Phone: 705-571-3308 Email: info@burksfallsdistricthistoricalsociety.com www.burksfallsdistricthistoricalsociety.com Like us on Facebook

#### Heritage Centres

Watt Century Farm House 827 Chetwynd Road Armour Township

Wiseman's Corner Schoolhouse 112 Midlothian Road Ryerson Township

of Kendra Kellas for the season. The Young \$18.00 per hour. Kendra has been employed years, is knowledgeable in the position's dutie agreed to increase her hourly rate to reflect Members of the Burk's Falls & District Hist	assed at the last meeting regarding the rehiring Canada Works Student Grant pays a student diseasonally by the Historical Society for three es and has a flexible work schedule. Members the senior position. Motion to move that the orical Society agree to rehire Kendra Kellas \$20.00 per hour: Moved by Lisa Morrison,
<u>Correspondence:</u> None	
New Business: None	
Adjournment: The next meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting the meeting the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting the meeting the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting the meeting the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the Betty Caldwell moved to adjourn the meeting will be held at the call of the meeting will be adjourn the meeting will be adjourn the meeting will be adjourn the meeting will be adjourned to adjourn the meeting will be adjourned to adjourned the mee	e President. There being no further business, ng at 2:45 p.m.
Recorded by Charlene Watt, Secretary	Approved by Diane Brandt, President

# ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)

# MINUTES June 21, 2021

A regular meeting of the ACED Board was held at the Township of Armour Office and virtually on June 21, 2021 at 6:00 pm.

Present: Tim Bryson, Township of Joly, Chair

Wendy Whitwell, Township of Armour Jennifer Farquhar, AHCC Representative

Barb Belrose, Village of Sundridge

Margaret Ann MacPhail, Township of Perry

Ron Begin, FedNor

Kelly Elik, Township of Strong

Delynne Patterson, Township of Ryerson John Wilson, Village of Burk's Falls Peter McIsaac, Municipality of Powassan Tim Brunton, Municipality of Magnetawan

Regrets: Melanie Alkins, MENDM

Brenda Scott, Village of South River

Staff: Dave Gray, Director of Economic Development

Ciara Ryan, Communication & Marketing Officer

John Theriault, Township of Armour

#### Call to Order

The meeting was called to order at 6:00 pm.

#### **Minutes**

The minutes of the meeting of Monday, May 17,2021 meeting were adopted as circulated.

#### **Director of Economic Development (DED) Report**

The ACED Board reviewed the June report from the Director of Economic Development.

The Director covered the following items from the report;

 An update on core activity tracking, which lists what the department has done over the past month. These included ACED website updates, social media activities, communications and business assistance.

- 2. The report updated different projects, including the Welcome Wagon Program, the Visitors Guide, Staycation, Community Development, Regional Broadband Development, Transportation Development, Regional Brand Strategy Implementation, Agricultural Strategy Implementation, the great taste of Ontario Road trip, Health Initiatives and Youth Migration.
- 3. The Board was advised that NECO has approved a \$10,000 contribution to the Staycation Program.
- 4. The Board was given an update on the development of the Armour Highway 520 and Highway 11 Industrial Parks. Three developers are looking to develop these parks and the Township and the Village are looking at extending hydro, broadband and gas services to the parks.
- 5. The Board received a resolution from the Municipality of Magnetawan advising that they are giving one year's notice to withdraw from ACED. The Municipality of Magnetawan also sent a legal opinion on their right to withdraw. The Board discussed the withdrawal and whether or not ACED should get a legal opinion on the withdrawal.

#### Correspondence

The Board received and discussed a copy of a letter to be sent to Norm Miller, MPP, by Dave Gray, Director of Economic Development concerning the reintroduction of passenger rail services to Northern Ontario. The letter is requesting that Almaguin remains a consideration for future planned stops if passenger rail service is reintroduced. The Board advised the Director to send the letter.

The Board received and reviewed the Eat Local Almaguin Digital Newsletter.

#### **Updates**

#### **FEDNOR**

The assistance program from FedNor is still in effect to help businesses who are struggling through the pandemic. There should be an announcement within the next few days for funding from the Federal Government to help restart the economy. The Almaguin Brand Strategy is in a good place, the implementation should go forward.

#### **Other Business**

The grant approval for the Brand Strategy should be coming soon.

#### Resolutions

 2021-019 – Moved by Barb Belrose; Seconded by Delynne Patterson; Be it resolved that the Almaguin Community Economic Development Board approve the minutes of May 17, 2021, as circulated. Carried

## <u>Adjournment</u>

 2020-20 – Moved by Barb Belrose;
 Be it resolved that the Almaguin Community Economic Development Board adjourn the June 21, 2021 ACED meeting at 7:10 p.m. Carried

The next meeting will be August 16, 2021 at 6:00 p.m. If this changes, members will be advised.

#### **Judy Kosowan**

From: Nicky Kunkel <clerk@burksfalls.ca>

**Sent:** June 29, 2021 5:11 PM

**To:** Judy Kosowan; John Theriault

**Cc:** 'Cathy Still'; Arena **Subject:** Arena reports

Attachments: Arena May Council Report 2021\_.pdf; Arena Report June 201.pdf; Ice Making Report

Council Report June 2021\_.pdf

#### Good morning Judy and John.

Here are the arena reports for May and June. Also, so everyone stays in the loop, staff will be making ice for Winning Techniques to start on July 26<sup>th</sup>. AT THIS TIME, no other rentals will be allowed. The rules are changing frequently, and we are staying on top of it. Also, ice will not be taken out in September as we understand there will not be a Fall Fair so we hope to recoup some ice rental times in September.

#### Nicky Kunkel Clerk Administrator

Phone: 705-382-3138 x 226

172 Ontario Street; Box 160 Burk's Falls ON POA 1C0

www.burksfalls.net

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#### The Municipality of the

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# ARBFMA Manager's Report May 25th, 2021

#### RECOMMENDATIONS

Accept this report as information for discussion.

#### **Arena Highlights Update**

- The Government of Ontario's reopening announcement on May 20th, 2021 has ended the hopes of summer ice in 2021. Once the Province gets to Phase 3 of the reopening, there can be a discussion to possibly make ice later in the summer or early fall if there was community support for rentals.
   \*Note The decision to make ice later in August could only be made if The Agricultural Society cancelled The Fall Fair for 2021
- The elevator is in need of some major maintenance and this work is being investigated before proceeding. This maintenance is not part of 2021 budget however considering the latest Provincial announcement this maintenance should be within the 2021 budget parameters
- The COVID-19 protocol for the Arena will be updated to meet the new reopening guidelines
- The capital work in the compressor room for the compressor was completed right on budget
- The capital work for the cold floor and pumps has been completed and was under budget
- Arena staff have removed the carpet at the front door and replaced it with the same rubber currently installed in the lobby. Arena staff have also installed the remainder of the black rubber mats from the lobby doors to the ice surface entrance on the bleacher side of the rink
- Staff have had an initial meeting with South River and Sundridge staff to discuss regional arenas and recreation. The meeting went well and each municipality is now tasked with gathering an inventory for the next meeting (June).

Signature	
Graham Smith RRFA/CIT	



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# ARBFMA Manager's Report June 22<sup>nd</sup>, 2021

#### RECOMMENDATIONS

Accept this report as information for discussion.

#### **Arena Highlights Update**

- 1. Stage #1 has started for reopening of Ontario. For the ARBFMA that means we will remain closed for public use.
- 2. For Stage #2 commencing approximately 21 days after Stage #1 started the following conditions and restrictions will still apply to the arena and the Recreation Programs offered by the Village.

#### Sports and Recreational fitness facilities

- Outdoor sports leagues open
- Training for professional or amateur athletes and/or competitions
- Closed for indoor use except for high-performance athletes and day camps

#### Community centres and multi-purpose facilities

 Open for social services, childcare and day camps, mental health support services or addictions support services, and permitted indoor activities and services, with restrictions

#### Meeting and event spaces

- Outdoor spaces open at 25% capacity and other restrictions
- Indoor meeting and event spaces closed, with exceptions for certain purposes, including for viewing for potential booking of a future event
- The Government of Ontario's announced an advanced reopening for Sport. This is a step in the right
  direction however this framework does not allow the Village to reopen the ice surface because the
  return to sport reopening is for professional and High Elite Amateur Athletes and leagues as listed
  below.

This framework applies to professional sport organizations participating in one of the following leagues or associations:

- American Hockey League
- Canadian Elite Basketball League
- Canadian Football League



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- Canadian Premier League
- Major League Baseball
- Major League Soccer
- NBA G League
- National Basketball Association
- National Hockey League
- National Lacrosse League
- National Women's Hockey League
- Professional Women's Hockey Players Association
- USL League 1

#### **Elite Amateur Leagues and Events**

This framework applies to elite amateur sport organizations participating in one of the following leagues:

- Canadian Hockey League
- Elite Baseball League of Ontario 18U Division
- League 1 Ontario
- Ontario Junior "A" Lacrosse League
- Ontario Scholastic Basketball Association
- Ontario Women's Field Lacrosse U19 "A" League
- Provincial Women's Hockey League
- 4. Arena Staff have been working on Zamboni Training, Asset management training and data collection.
- 5. The Closets are built in the Karl Crozier Room and will make a huge difference in cleaning up areas like the Hall, bar, coat room and kitchen.
- 6. Arena Staff continue to paint and do maintenance in the facility in anticipation that when the Province reaches Stage #3 of the reopening there will be a possibility to make ice for the remainder of the summer with hopes of keeping the ice in for September as well.
- 7. The BookKing program training will be completed by June 22<sup>nd</sup> and staff hope to launch the program to the public before the end of the summer.

Signature Graham Smith RRFA/CIT ARBFMA Manager

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# ARBFMA Manager's Ice Prep Report June 28th, 2021

#### **RECOMMENDATIONS**

Accept this report as information for discussion and a decision for ice making summer of 2021.

- 1. ARBFMA staff prepare the ice surface to be prepared for the Winning Techniques to commence July 26<sup>th</sup>, 2021.
- 2. Staff wait until August 02<sup>nd</sup> to open to the public thus giving staff time to work out kinks in facility and staff scheduling needed for the month of August 2021.

#### **Arena Highlights Update**

In a conversation with Melissa Watson at the North Bay Parry Sound District Health Unit on Thursday June 24, 2021 the ARBFMA staff were able to obtain an update for possibly reopening the arena for ice usage in Stage #2.

Please see below the information from that conversation

- 1) The North Bay Parry Sound Health Unit (NBPSHU) will likely be entering into Stage #2 on the 30<sup>th</sup> of June along with the rest of the province; however, that may change depending on the active and new cases in the NBPSHU area
- 2) If the is to make ice to be available during Stage #2, the ice can only be used by 1 user "Winning Techniques". The public users cannot be using the ice surface until Stage 3 of the reopening plan
- 3) If the ice is made, Winning Techniques must ensure that any campers & coaches in the facility always remain 2 metres away from each other even on the ice surface. No parents or spectators are permitted in the facility only those doing sport.
- 4) Change rooms are not allowed to be used at this time
- 5) Cleaning and sanitizing must be completed in between each ice use
- 6) Winning Techniques must follow the government standards set for Day Camps plus the ARBFMA COVID-19 protocol which will need to be updated once the guidelines for Stage #2 have been released.
- 7) The number of campers allowed in the ARBFMA will be set by the number of physically distanced seats available in the arena lobby and arena proper.
- 8) The ARBFMA must follow Regulation #263/20 while open during Stage #2 and this regulation will determine the protocol for the facility
- 9) The ARBFMA must follow Regulation #264/20 while open during Stage #3 and this regulation will determine the protocol for the facility

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Based on the timeframes for cleaning, sanitizing, and prepping the facility please see below the estimated staff requirements

• Winning Techniques Daily Requirements Monday to Friday - 8 am to 10 am, **10 to 11 am Sanitize** and ice prep, 11 am to 1 pm, **1 to 2 pm Sanitize and ice prep**, and 2 pm to 4 pm

The timeline for cleaning, sanitizing, and prepping the facility can be cut by ½ an hour if there were 2 staff on. 1 Staff to prep ice and 1 staff to clean and sanitize.

For summer ice to offer the best ice surface possible ARBFMA Staff will be instructed to start each day with 45 minutes to 1 hour of ice prep which means the rest of the facility must be prepped the day or night before.

While users are in the building and on the ice, staff are responsible for monitoring the ice rental, checking facility needs like washrooms as well as cleaning, sanitizing, and performing small maintenance items and ice prep as required.

It is staff's goal to set positive first impressions of the facility. That positive first impression is realized by quality ice maintenance, timely facility cleaning, and good customer service

During the summer while in Step #2 the facility cleaning, sanitizing and ice prep for Fridays can be completed on Saturdays/Sundays when staff do the ice maintenance and the weekly blade change on the Zamboni. \*Note\* – it is recommended that 2 staff are needed for ice maintenance days

In an unattended plant the compressor checks must be completed minimum every 24 hours when the plant is operating. It is recommended that when the ice plant is operating while the building is active, be checked a minimum of 3 times every 8 hours. To meet this minimum standard the ARBFMA must have competent staff in on Saturday and Sunday for a minimum of 3 hours.

Council must also be aware that the timeline for Stage #3 to start is July 21<sup>st</sup> meaning staff can plan and schedule public user groups once Regulation #264/20 is updated and released. Based on previous timelines that would mean the ice could be made available for public use between July 21<sup>st</sup> and July 26<sup>th</sup>.

A staff work schedule will need to be set for ice making and the first week of ice use during step 2 as it may mean some odd-looking shifts to make it happen. Once step #3 has been entered and a competent part time staff has been hired the shifts will be based on facility demand and ensuring full time staff are able to work their 40-hour work week while keeping the ARBFMA open, safe, and clean.

Signature

Graham Smith RRFA/CIT ARBFMA Manager

#### **CORPORATION OF THE TOWNSHIP OF RYERSON**

BY-LAW NO. \_\_\_\_-21

Being a By-Law to extend the contract, By-Law No. 18-19, of the Municipal By-Law Enforcement Officer, Animal Control Officer et al, and Fix the Terms of such Employment

**WHEREAS** Section 15(1) of the Police Services Act, R.S.O.1990, Ch. P. 15, authorizes Municipal Councils to appoint persons to enforce the By-Laws of the Municipality;

**AND WHEREAS** Section 15(2) of the Police Services Act, R.S.O. 1990, Ch. P. 15, designates that Municipal Law Enforcement Officers are Peace Officers for the purpose of enforcing Municipal By-Laws;

**AND WHEREAS** Section 227 of the Municipal Act S.O. 2001, as amended, Ch. 25, Authorizes Municipal Councils to pass By-Laws for appointing such officers and employees as may be necessary for the purposes of the Corporation/Municipality, for carrying into effect the provisions of any By-Law of the council;

**AND WHEREAS** Section 15.1 of the Building Code Act, S.O. 1992, Ch. 23, as amended, authorizes Municipal Councils to pass By-Laws for Appointing a Property Standards Officer;

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

- 1. To extend the current contract By-law 18-19 by two (02) months.
- 3. The Mayor and the Clerk are hereby authorized to sign the agreement attached hereto as Schedule 'A'

Read a First, Second and Third time, signed and the seal of the Corporation affixed thereto, and Finally passed in Council this 6th day of July, 2021.

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MAYOR		
CLERK/	DEPUTY CLE	RK

# SCHEDULE 'A' TO BY-LAW # \_\_\_\_\_ -21

#### Terms and conditions of this Contract Renewal Agreement

#### Between

The Corporation of the Township of Ryerson

and

Ms. Caitlin Deevey

# The parties hereto agree as follows:

- 1. (i) The By-Law Enforcement Officer (BLEO) agrees to perform the services as outlined in this Agreement, including any amendments thereto, in a diligent manner.
  - (ii) Appendix A, attached hereto, form part of this Agreement.
- 2. (i) The BLEO will be responsible for the duties which may be assigned from time to time in relation to the enforcement area.
  - (ii) The BLEO agrees that they will always faithfully and to the best of their skill, abilities, expertise and education, perform these duties.

#### Compensation

- (i) As full compensation for all services provided by Ms. Caitlin Deevey for the contract term, the Municipality shall pay or cause to be paid to Ms. Caitlin Deevey a salary, at an hourly rate of \$\_\_\_\_\_per hour to be paid as per invoices monthly
  - (ii) mileage to be paid at the same rate of the town employees.
  - (iii) The Employer shall deduct all required government deductions including, but not without limiting the generality of the foregoing, income tax, employment insurance, Canada Pension Plan, etc.
  - (iv) The normal work week for Ms. Caitlin Deevey shall be attached as Appendix "A".
  - (vi) If required by law the Employer agrees to pay any Workplace Safety and Insurance board premiums

#### **Termination**

1. In the event that this Agreement is terminated by either party for any reason, either party will provide the other with 1 month notice in writing.

#### **Renewal of Contract**

- 1. (i) Any renewal of this contract must be in writing or it shall have no effect and be void.
  - (ii) This Agreement will be revisited and up for renewal in two (02) months from the date signed below.

#### **Governing Law**

1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

# **Modification of the Agreement**

1. Any modification of the Agreement must be in writing and signed by the parties hereto or it shall have no effect and shall be void.

#### **Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this contract and cancels and supersedes any prior understandings and agreements between other parties with respect to the subject matter of this contract.

Date Signed
Caitlin Deevey
Mayor
Clerk/Deputy Clerk

# Appendix A Working Hours

Complaint based, call prioritization, on fifteen (15) hours per month

\*\*\* Note: Full-time employment with another municipality takes timing precedent. \*\*\*