

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**REGULAR MEETING AGENDA**

**September 10, 2024 AT 6:00 P.M.**

THIS WILL BE A HYBRID IN-PERSON/ELECTRONIC MEETING via ZOOM

**Members of the Public must register** with the Ryerson Township Clerk's Office prior to the meeting for meeting access and availability of limited in-person seating.

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.**

*The Municipal Council of the Township of Ryerson recognizes that we are on the traditional territory of the Anishinaabe Peoples, in the Robinson-Huron and Williams Treaties areas. We wish to acknowledge the long history of First Nations and Métis Peoples in Ontario, and show respect to the neighbouring indigenous communities.*

**Note: (R)** denotes resolution

**1. CALL TO ORDER:**

1.1 Attendance:

1.2 Announcement: This meeting is being recorded

1.3 Motion to adopt the agenda as presented **(R)**.

**2. ADOPTION OF MINUTES:**

2.1 Adoption of minutes from the regular meeting on August 13, 2024 **(R)**

**3. DECLARATION OF PECUNIARY INTEREST:**

**4. REPORTS:**

4.1 **CLERK:** District of Parry Sound Municipal Association Fall Meeting **(R)**,

4.2 **CAO/TREASURER:** Procurement By-law **(R)**,

Enbridge Franchise Agreement **(R)**, Bartlett Lake Culvert **(R)**, NOHFC Letter, CEMC Discussion.

**5. COMMUNICATION ITEMS:**

- 5.1 Regional Fire Services Committee – Regional Live Fire Burn Unit. (R)
- 5.2 Regional Fire Services Committee – Terms of Reference. (R)
- 5.3 Township of Armour Resolution: Fire Hall Cost Budget
- 5.4 Township of Armour: Fireworks Certification.
- 5.5 Approval of New Library Project Location. (R)
- 5.6 Annual Children Halloween Party. (R)

5.7 General Correspondence

- August Waste Management Report
- Historical Society July Meeting Minutes
- AHHC August Draft Minutes
- Joint Building Committee Financial Statement

**6. CLOSED MEETING**

6.1 Resolution to move to a closed session at \_\_\_\_\_, pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (e) as the subject matter being considered is regarding potential litigation, including matters before administrative tribunals affecting the Municipality or local board. The general nature of the closed meeting is to discuss: potential litigation affecting the Municipality.

**7. CONFIRMING BY-LAW:**

**8. IMPORTANT DATES:**

- September 27, 2024 – District of Parry Sound Municipal Meeting
- October 8, 2024 – Regular Meeting 6:00 p.m.

**9. ADJOURNMENT:**

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**LIST OF PROPOSED RESOLUTIONS**

**FOR COUNCIL MEETING: September 10, 2024 AT 6:00 P.M.**

**Item # 3.1 on Agenda** Moved by Councillor Miller,      Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council adopt the September 10, 2024 agenda as circulated.

**Item # 2.1 on Agenda** Moved by Councillor Patterson,      Seconded by Councillor Abbott,

Be it resolved that the minutes from the regular meeting on August 13, 2024 and the Tri-Council meeting minutes on August 26, 2024 be adopted as circulated.

**Item # 4.1 on Agenda** Moved by Councillor Robertson,      Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council authorize:

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\_\_\_\_\_ to attend the District of Parry Sound Municipal Association (DPSMA) Fall Meeting on Friday, September 27, 2024.

**Item # 4.2 on Agenda** Moved by Councillor Abbott,      Seconded by Councillor Miller,

Be it resolved that leave be given to introduce a Bill # \_\_-24, being a By-law governing procurement policies and procedures and further; That By-Law # \_\_-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 10th day of September, 2024.

**Item # 4.2 on Agenda** Moved by Councillor Robertson,      Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill #\_\_-24, being a By-law to enter into a 20-year Franchise Agreement with Enbridge Gas and further; That By-law #\_\_-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passes in Council this 10<sup>th</sup> day of September 2024.

**Item # 4.2 on Agenda** Moved by Councillor Patterson,      Seconded by Councillor Miller,

Be it resolved that Ryerson Township Council commit to budgeting for its share of the joint Bartlett Lake Road culvert replacement project in the 2025 fiscal year.

**Item # 5.1 on Agenda** Moved by Councillor Robertson, Seconded by Councillor Miller,

Be it resolved that Ryerson Township Council support moving forward with the Live Fire Burn Unit and the 2024 commitment of \$20,000 for Burk's Falls District Fire Department;

And further that the Ryerson Township Council supports the additional cost of \$76, 211.69 be split between the five departments for a share each of \$15, 242.34 for the project to be completed.

**Item # 5.2 on Agenda** Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council approve the Terms of Reference as presented by the Regional Fire Service Committee.

**Item # 5.5 on Agenda** Moved by Councillor Abbott, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council will support Site A of the Greystone Construction Concept Site Plan SP-0 as the property on which the new library will be built on.

**Item # 5.6 on Agenda** Moved by Councillor Miller, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council support the Historical Society with an annual Children Halloween Party with a donation of \$ \_\_\_\_\_.

**Item # 7 on Agenda** Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that leave be given to introduce a Bill # \_\_\_\_-24, being a By-law to confirm the meetings of Council and further; That By-Law # \_\_\_\_-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 10<sup>th</sup> day of September 2024.

**Item # 7 on Agenda** Moved by Councillor Patterson, Seconded by Councillor Abbott,,

Be it resolved that we move to a closed session at \_\_\_\_\_, pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (e) as the subject matter being considered is regarding potential litigation, including matters before administrative tribunals affecting the Municipality or local board. The general nature of the closed meeting is to discuss; potential litigation affecting the Municipality.

**Item # 9 on Agenda** Moved by Councillor Abbott, Seconded by Councillor Miller,

Be it resolved that we do now adjourn at \_\_\_\_\_. The next regular meeting is October 8, 2024 at 6:00 p.m.

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**REGULAR COUNCIL MEETING**

**MINUTES**

**August 13, 2024 AT 6:00 P.M.**

The regular meeting of Council of the Corporation of the Township of Ryerson was held **August 13, 2024** at 6:00 p.m. This was a hybrid meeting combining in person, electronic meeting via Zoom and phone.

**1. CALL TO ORDER**

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.

Council members attending in person or electronically: Mayor Sterling, Councillors: Abbott, Miller Patterson and Robertson.

Staff in attendance: Nancy Field and Kelly Morissette

Public attending in person or electronically: Nieves Guijarro, Jason Lilley, Joash Jarvis, Jarod Jarvis, Jonas, Aria and Jaice.

Notice of this meeting was posted on the website.

**1. ADOPTION OF AGENDA**

**R-120- 24** Moved by Councillor Miller, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council adopt the August 13, 2024, agenda as amended.

**2. ADOPTION OF MINUTES**

**R-121- 24** Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that the minutes from the regular meeting July 9, 2024, be adopted as circulated.

(Carried)

**3. DECLARATION OF PECUNIARY INTEREST:** None noted.

**4. DELEGATION:** Joash Jarvis attended the Council meeting to speak with Council regarding his concerns on the noise By-law specifically generators and the trailer By-law.

**5. REPORTS:**

**PUBLIC WORKS:** Public Works Supervisor provided Council with a July roads report. No questions were asked.

**CLERK:** Provided Council with a housekeeping fees By-law amendment and a By-law to delegate a signing authority for site plans. Resolution noted below.

**R-122- 24** Moved by Councillor Abbott, Seconded by Councillor Miller,

Be it resolved that leave be given to introduce a Bill # 40-24, being a By-law amending Schedule "B" to provide for Animal Control by the Township of Ryerson and further; That By-Law # 40-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 13th day of August 2024.

(Carried)

**R-123- 24** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill # 41-24, being a By-law delegate authority to approve site plans, drawings, and sign site plan agreements in the township and further; That By-Law # 41-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 13th day of August 2024.

**DELEGATION DISCUSSION:**

Council discussed the delegations' concerns, Council has decided that staff will look at the noise By-law and bring it back to Council to discuss.

**6. BUSINESS ARISING/ACTIVITY LOG:**

Council provided Nancy with topic items to be added to the Tri-Council agenda.

**7. COMMUNICATION ITEMS**

**R-124-24** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council support the Municipality of Wawa's resolution RC24163 requesting that the Government immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities.

(Carried)

**General Information Items Received:**

- Council received the Historical Society meeting minutes for July 2024.
- Council received a letter regarding the new Ontario Provincial Police Agreement.
- Council received the 2024 Heritage Day summary.
- Council received the Almaguin Community Economic Development Director of Economic Development Report.
- Council received the Grey Stone Library Site report.
- Council received the June & July Joint Building Committee Report.

**8. CONFIRMING BY-LAW**

**R-125-24** Moved by Councillor Robertson, Seconded by Councillor Miller,

Be it resolved that leave be given to introduce a Bill # 42-24, being a By-law to confirm the meetings of Council and further; That By-Law # 42-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 13th day of August 2024.

(Carried)

**10. ADJOURNMENT:**

**R-126-24** Moved by Councillor Patterson, Seconded by Councillor Patterson,

Be it resolved that we do now adjourn at 6:54pm. The next regular meeting is scheduled for September 10, 2024, at 6:00 p.m.

(Carried)

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MAYOR

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CLERK

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**MINUTES**

TRI-COUNCIL MEETING AUGUST 26, 2024

The Tri-Council meeting of the Council of the Township of Ryerson, Council of the Township of Armour and the Council of the Village of Burk's Falls was held on Monday August 26, 2024, at 7:00 p.m. at the Armour, Ryerson, Burk's Falls Memorial Arena, 220 Centre Street, Burk's Falls.

Before the meeting Joe Readman, Fire Chief presented Kenneth Stevenson and John Wilson with exemplary years of service awards.

**Attendance:**

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

Township of Armour: Mayor Rod Ward, Councillors Rod Blakelock, Wendy Whitwell, Jerry Brandt, and Dorothy Haggart-Davis. Staff: John Theriault, Clerk-Treasurer-Administrator; Charlene Watt, Deputy Clerk.

Village of Burk's Falls: Mayor Chris Hope, Councillors John Wilson, Ryan Baptiste, Ashley Brandt, and Sean Cotton. Staff: Denis Duguay, Clerk-Administrator.

1. The meeting was called to order at 7:04 pm by Mayor Sterling.
2. Adoption of Minutes. (TR-8-2024) Moved by Delynne Patterson Seconded by Jerry Brandt. Be it resolved that the meeting notes from the Tri Council meeting of May 27, 2024, be accepted as presented. (Carried)
3. Declaration of Pecuniary Interest: None
4. Location of Library Build:

Joe Vella presented to Tri-Council that the chosen option for the Library build was site A. He provided an explanation on the report from Greystone and the pipes identified. Concerns were brought forward about the potential costs of replacing or maintaining these pipes in the future, and who would be responsible for those costs.

It was noted that removal of the contaminated soil could be costly, and maybe a core sample should be completed.

Joe Vella would like the Councils that haven't yet passed resolutions supporting site A to do so.

5. Removal of Ice for 2025 Fall Fair/Building a Pavilion:  
Councillor Blakelock presented to Tri-Council on behalf of the Agricultural Society about the construction of a pavilion as it would be a cost the Agricultural Society could not afford.  
Mayor Hope will coordinate with the Agricultural Society President to arrange a meeting to discuss the usage of the arena for the fall fair.  
Burk's Falls Council indicated there is an annual cost associated with the tents currently being utilized by the Agricultural Society and it was questioned whether the removal of the ice would cost less than a pavilion/permanent tent structure.

Councillor Wilson suggested that the long-term lease agreement between Burk's Falls and the Agricultural Society be reviewed, as the current agreement is no longer enforceable, and to look into the possibility of Ryerson and Armour Townships being included in the new agreement.

6. Update on Property for BFDFD Fire Hall Project

John Theriault informed Tri-Council that the 24-acre property for the new fire hall project has been purchased for \$168,000, and the MTO has 120 days to transfer the property to Armour Township.

7. Update on BFDFD Fire Hall Project Grant

Brayden Robinson updated Tri-Council on the NOHFC fire hall grant. A letter was received indicating that Ryerson was selected to move to phase two of the application process.

8. Need for Positive Support for New Hospital Build

Councillor Patterson spoke with Tri-Council regarding the need to continue to show support and have conversations regarding the hospital build. There is a concern that, with the conflicting and negative information circulating regarding the project, the government will decide to move on, and the project will not move forward.

It was mentioned that MAHC has until the end of this calendar year to move to the next step of the project, and if that is not done there is a risk of losing the funding.

Ryerson Township will develop a resolution to be circulated to show support for the project and ensure our needs are being taken into consideration.

9. Fireworks Certification

Joe Readman, Fire Chief provided Tri-Council with information on fireworks certification for department staff. Dreamcatcher Fireworks facilitates training, and the cost associated is \$1,500.00 for 10 firefighters. Certifications last 5 years, and upon renewal there is a cost of \$150.00 per person. Burk's Falls will look into their insurance policy to verify that fireworks are included. It was discussed that, if utilizing our local services is cost effective, this route is preferred. Certification costs will be added to the 2025 fire budget and discussed at the next meeting in October.

Burk's Falls Council thanked Joe Readman and the department for their help this year at the Canada Day fireworks.

10. **Next meeting** is October 28, 2024, with the Township of Armour hosting.

**11. Adjournment**

Motion to Adjourn. (TR-9-2024) Moved by Chris Hope Seconded by Delynne Patterson

Be it resolved that we do now adjourn this August 26, 2024, Tri-Council meeting at 8:14 p.m. The next Tri-Council meeting will be held on October 28, 2024, hosted by Armour Township.

(Carried)

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MAYOR

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CLERK





Hello,

The DPSMA Fall 2024 Meeting, hosted by the Township of the Archipelago, will be held **Friday, September 27, 2024** at the [Pointe au Baril Community Centre](#).

Please find attached agenda and registration form. If you can **return registration forms to me by September 12<sup>th</sup>**, that would be appreciated. If you are waiting for a Council meeting and can't meet the registration deadline, send me an email with an approximate number of attendees.

If attendees have **Resolutions** they wish to be included in the business portion of the meeting, please have them forwarded to me by September 12<sup>th</sup> so I can include them in the agenda package to be circulated prior to the meeting.

If you have any questions, please let me know. Don't forget that Municipal staff members are more than welcome to attend, so feel free to distribute the agenda to your colleagues.

Thank you,



**Karlee Britton** | Secretary-Treasurer  
District of Parry Sound Municipal Association  
c/o Township of McKellar  
701 Hwy 124 P.O. Box 69  
McKellar, ON P0G 1C0

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## **District of Parry Sound Municipal Association**

c/o Township of McKellar, 701 Hwy 124 McKellar, ON P0G 1C0

**President:** Lynda Carleton

**Secretary-Treasurer:** Karlee Britton

### **Fall 2024 Agenda – 169<sup>th</sup> Meeting – Friday, September 27, 2024**

**Hosted by the Township of The Archipelago**

**Pointe au Baril Community Centre, 70 S Shore Rd, Pointe au Baril, ON P0G 1K0**

- 8:15-9:00** Registration / Coffee sponsored by **RealTax**
- 9:00-10:00** Opening Remarks by Mayor Bert Liverance, Township of The Archipelago  
Introduction of the Head Table  
Greetings from **Parry Sound-Muskoka MP, Scott Aitchison** (*invited*)  
Greetings from **Parry Sound-Muskoka MPP, Graydon Smith** (*invited*)  
FONOM Update *presented by FONOM President, Danny Whalen*  
ROMA Update *presented by ROMA Zone 9 Director, Mark Wilson*
- 10:00-10:30** **District of Parry Sound Hospital and Health Care Update** *presented by Donald Sanderson, CEO of the West Parry Sound Health Centre and Rod Ward, Chair of the Almaguin Highlands Health Council*
- 10:30-10:50** **Age Friendly Community (AFC) Committee** *presented by Samantha Docherty, Co Chair of the Committee and Community Health Promoter with the North Bay Parry Sound District Health Unit*
- 10:50-11:10** Coffee break sponsored by **J.L. Richards & Associates**
- 11:10-11:30** **Social Robots Supporting Healthy Aging & Helping Seniors Age in Place** *presented by Omid Ali Kharazmi, PhD Research Specialist and Dr. Anna-Liisa Mottonen, Canadore College Research Centre*
- 11:30-12:00** **Meaning and Importance of Land Acknowledgments** *presented by Chrystal Tabobandung, Owner/Founder of RAISE Indigenous Cultural Awareness*
- 12:00-1:00** Lunch – Turkey Buffet with all of the trimmings; mashed potatoes, stuffing, vegetable, turkey, gravy, dinner roll, salad and dessert by **Jim Macoubrey**
- 1:00-1:20** **Almaguin Housing Task Force** *presented by Acting Vice-Chairs Rod Ward, Armour Mayor and Dave Gray, Director of Economic Development, Almaguin Community Economic Development*
- 1:20-1:40** **Job Market Update** *presented by Stacie Fiddler, Executive Director of The Labour Market Group*
- 1:40-2:00** **Planning Changes with the Passing of Bill 185 (Cutting Red Tape to Build More Homes Act)** *presented by David Welwood, Senior Planner with J.L. Richards & Associates*
- 2:00** **Resolutions / Business Meeting**
- Adoption of the Minutes of the Spring 2024 Meeting
  - Minutes of the July 18, 2024 Executive Meeting
  - Treasurer's Report January 1, 2024 to July 31, 2024
  - Resolution to Provide Free Access to Integrity Commissioners for Council Members
- Draw for Mystery Door Prize: Must be present to claim  
Host and Date of Next Meeting: Sundridge/Strong/Joly *in the Village of Sundridge*  
Adjournment

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # \_\_\_\_ - 24**

**BEING A BY-LAW GOVERNING PROCUREMENT  
POLICIES AND PROCEDURES**

**WHEREAS** Section 270(1) of the *Municipal Act*, R.S.O. 2001, as amended, states that a municipality shall adopt and maintain policies with respect to its procurement of goods and services;

**AND WHEREAS** this policy establishes the authority and sets out the methods by which goods and services will be purchased and disposed of for the purposes of the Township of Ryerson subject to certain exceptions set out herein;

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

1. That the Procurement Policy attached hereto as Schedule “A” be adopted.
2. That any previous by-laws pertaining to a procurement policy, purchasing policy, or similar, including By-law 34-20 are hereby rescinded.
3. That this By-law comes into effect on the date passing.

Read a first, second, and third time, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 10<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## PROCUREMENT POLICY

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**Defined Terms:** Wherever a word is used in this Policy with its first letter capitalized, the term is being used as it is defined in this section. Where any word is ordinary case, its regularly applied meaning in the English language is intended. Defined terms may be used throughout this policy in different grammatical contexts. For example, the noun “Disposal” is defined. If it appears in its verb form, “Dispose”, with its initial letter capitalized, the definition applies, with the appropriate amendment understood.

- 1.1. An “**Agreement**” means a legal document that binds the Corporation of the Township of Ryerson and all other parties, subject to the provisions of the Contract.
- 1.2. An “**Agreement to Bond**” is a letter of form issued by a licensed bonding agency advising that, if the Bidder is successful, the bonding agency will issue required Bonds.
- 1.3. The “**Annual Aggregate Value**” means the total amount anticipated to be spent annually by all departments on a particular type of Good and/or Service.
- 1.4. An “**Award**” is the acceptance of a Bid or Proposal in accordance with this policy.
- 1.5. A “**Bid**” is a document (in the form of a Quotation, Tender or Proposal) received by the Township in response to a Request.
- 1.6. A “**Bidder**” is a Person who submits a Bid.
- 1.7. A “**Blanket Purchase Order**” is a type of Contract. It involves the purchase of a Commodity that will be required frequently or repetitively, and where either the exact quantity of the Commodity required is not precisely known, or the time period during which the Commodity is to be provided is not precisely determined, but, in either case, maximums on both the total price of the Commodity and the time period during which the Commodity is to be supplied are specified in the Contract.
- 1.8. “**Bonds**” are Sureties to protect the Township against any financial loss as a result of non-compliance by a Vendor. This shall, but may not be limited to include Performance and Maintenance Bonds and Labour and Material Payment Bonds.
- 1.9. “**CAO**” means the statutorily appointed Chief Administrative Officer for the Corporation of the Township of Ryerson.
- 1.10. “**Call**” is a solicitation from the Township to potential Vendors to submit a Bid or a Formal or Informal Quotation.
- 1.11. “**Change Order**” a written order issued from the Township that changes the scope or specifications of any project.
- 1.12. “**Clerk**” means the statutorily appointed Clerk for the Corporation of the Township of Ryerson.
- 1.13. “**Commodity**” means Goods and/or Services.
- 1.14. “**Competitive**” is an adjective describing that aspect of the Procurement Process in which two or more Persons act independently to try to secure the Township’s business by offering the most favourable terms and conditions.
- 1.15. “**Conflict of Interest**” refers to a situation in which private interest or personal considerations may affect an employee’s judgment in acting in the best interest of the Township of Ryerson. It includes using an employee’s position, confidential information or corporate time, material or facilities for private gain or advancement or the expectation of private gain or advancement.
- 1.16. “**Consultant**” means the provider of a Commodity who, by virtue of professional expertise or service is contracted by the Township to undertake a specific task or

assignment. Examples include: a planner completing a specific study; an architect or engineer drawing plans for a particular building or project; a lawyer representing the Township for a particular legal matter; an appraiser providing an opinion of value on an asset; etc.

- 1.17. **“Contract”** means a formal legal Agreement, usually in writing, between two or more Persons. In the context of this policy, Contracts are entered into for the acquisition of Commodities for money or other consideration.
- 1.18. **“Corporate Signing Authority”** means the Mayor, Deputy Mayor, CAO, Clerk, Treasurer, Deputy Clerk, or other individuals designated by Council or this Policy.
- 1.19. **“Council”** means the elected Council of the Township. A **“Councillor”** is any member of the Council.
- 1.20. **“Department”** means an administrative unit of the Township.
- 1.21. A **“Designate”** is any Township employee authorized in writing by the Department Head or CAO to act in their stead.
- 1.22. A **“Developer”** is a Person developing a particular project with the Township.
- 1.23. A **“Direct Acquisition”** is the Direct Purchase of Goods and/or Services by the user or user Department subject to the approval levels within this Policy.
- 1.24. A **“Department Head”** is a Township employee with administrative responsibilities for a Township Department.
- 1.25. The **“Disposal”** is the sale, exchange, transfer, destruction or gift of goods owned by the Township which are no longer required for municipal purposes. (In the case of real property, **“Disposal”** includes a lease with a term of twenty-one years or more.)
- 1.26. An **“Emergency”**, in the context of this Policy, is a situation where the strict application of this Policy will result in danger or damage to Persons or property, or serious delays or non-delivery of services. It may involve, for example, an imminent threat to public health, maintenance of essential services, or a risk or serious financial liability (on the Township’s part) arising from environmental conditions.
- 1.27. An **“Engineer of Record”** is a consulting engineer that has been approved for a period of time to perform engineering tasks for the Township. Approval is granted through a Request for Proposal process and is governed by a Purchase Acknowledgement and/or an Agreement or Contract.
- 1.28. To **“Execute”** means to legally bind the Corporation of the Township of Ryerson to the terms and conditions defined within the Purchase Acknowledgement and/or Agreement.
- 1.29. **“Goods and/or Services”** includes but is not limited to supplies, equipment, property insurance, maintenance, professional and consulting services and service contracts not otherwise provided for.
- 1.30. An **“Informal Quotation”** means Quotations obtained in writing via mail, fax, email or hand delivered.
- 1.31. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Bidder is insured in accordance with the Township’s requirements.
- 1.32. An **“Irrevocable Letter of Credit”** is an irrevocable document on a financial institution’s standard form requesting that the party to whom it is addressed pay the bearer or a Person named therein money as a result of a failure to perform or to fulfill all

the covenants, undertakings, terms, conditions and agreements contained in the Contract.

- 1.33. The term “**Irregularity**” describes any one of the following occurrences after a Competitive Procurement Process:
- All responsible and responsive Bids, Quotations or Proposals exceed the Budget allocation;
  - Fewer than three (3) Bids, Quotations or Proposals are received;
  - An Award of the Contract to, or the purchase from, the lowest responsible and responsive Bidder is considered inappropriate for any reason;
  - The Commodity sought is available from only a Single or Sole Source; or
  - Either or both of this Policy or any Procedure was not followed.
- 1.34. “**Lead Contact**” means the Township of Ryerson staff member or Department Head who is named Lead Contact in a Tender or RFP document. All inquiries and information related to the Tender or RFP must be directed to the Lead Contact between the time that a Tender or RFP has been released and the date of Tender/RFP acceptance.
- 1.35. The “**Mayor**” is the elected Mayor of the Township or, in his or her absence, the Person appointed by the Council to act in the Mayor’s stead.
- 1.36. “**Negotiation**” means the action or process of conferring with one or more Vendors leading to an Agreement on the acquisition of the required Goods and/or Services under the conditions outlined in this Policy.
- 1.37. “**Opening/Evaluation Committee**” refers to at least three individuals tasked with reviewing Bids. Any combination of the following, Councillor, Clerk, Department Head and Treasurer with at least one member of the department issuing the Tender or RFP to be present.
- 1.38. “**Person**” refers to a person recognized as a legal entity at law. This is an individual or a corporate entity. Partnerships or unincorporated associations are recognized only as groups of Persons.
- 1.39. “**Pre-Qualification**” is a process by which the Township ensures Vendors can meet all technical and financial responsibilities of contracts with the Township. External Vendors of Commodities are pre-approved and earn the right to submit Bids to the Township for specific Commodities. Examples of types of Pre-Qualification criteria include: expertise and experience, previous performance, financial stability, personnel, ability to provide service support, and a proven ability to complete projects within the Township’s budget and on time.
- 1.40. A “**Procurement Process**” is a method of Purchasing a Commodity. There are several types of Procurement Processes referenced in this Policy. All documents required by the Township will be prepared by the Department Head and Treasurer or their Designate. Council will approve the documents when necessary prior to proceeding with the Procurement Process. Methods are:
- a. **Direct Purchase** – where the Vendor of a Commodity is approached and the Commodity is purchased without a formal or Competitive process;
  - b. **Informal Quotation** – where the staff approach several potential Vendors seeking price Quotations (fixed as to the total price or on a unit basis or both) for specific and defined Commodities, to be submitted in writing;
  - c. **Formal Quotation** – where several potential Vendors are approached to provide price Quotations (fixed as to the total price or on a unit basis or both) for specific and defined Commodities, to be submitted by way of sealed Quotations on or before a specified date and time;
  - d. **Tender** – where potential Vendors submit Bids to supply a defined quantity and quality of Commodity, with all of the material terms, conditions and specifications pre-set (with the exception of the price), and a Contract is formed through selection of one of the Bids submitted without any further Negotiation; and



- e. **Request for Proposals** – where potential Vendors are invited to propose solutions or methods for particular projects where creative solutions are sought by the Township, for evaluation on criteria other than price, and Negotiation for an eventual Contract occurs as a result of the submission of Bids.
- 1.41. **“Purchase”** means the act of acquiring a Commodity.
  - 1.42. A **“Purchase Acknowledgement”** is a Contract in a standardized form, utilized by the Township, and can be in the form of a purchase order. Through a Purchase Acknowledgement, the Township commits to a Vendor that it will Purchase a Commodity at an agreed upon price (and other terms and conditions).
  - 1.43. **“Purchasing Card”** means a charge card approved by the Township that can be used by authorized employees of the Township to Purchase in accordance with this Policy.
  - 1.44. **“Qualified Vendor Roster”** means a list of potential Vendors that have been pre-qualified to perform discrete work assignments involving the delivery of a particular type of Good and/or Service.
  - 1.45. **“Quotation”** means an offer, both Formal and Informal, from a potential Vendor to buy or sell Goods and/or Services to the Township with regard to specific terms as set by the Township.
  - 1.46. **“Request for Information”** is a process by which information (such as specifications or availability) is sought from potential Vendors about a Commodity.
  - 1.47. **“Request for Proposals”** is a type of Procurement Process involving a written offer received from a Bidder in response to an invitation to provide Goods and/or Services based on an approved format of the Township containing terms and conditions; the acceptance of which may be subject to further Negotiation (see Appendix D for Full details).
  - 1.48. **“Single Source”** means there is more than one source in the open market but for reasons of function or service, one Vendor is recommended for consideration of the particular Commodity. This denotes a Purchase which is not Competitive.
  - 1.49. **“Sole Source”** means there is only one known source of supply of a particular Commodity. This Commodity could be copyrighted or trademarked, or simply not available for general Purchase.
  - 1.50. **“Standing Orders”** are contracts for Goods and/or Services used on a regular basis in the day-to-day operations of the Township.
  - 1.51. A **“Surety”** means a specified dollar amount in the form of cash, certified cheque, Bid Bond, Performance Bond, Labour and Material Payment Bond, letter of credit, or any other form as deemed necessary and stated in Bid documents issued by the Township.
  - 1.52. **“Tender”** is a type of Procurement Process involving a written offer, in a specified form, received from a Bidder in response to a public invitation to provide Goods and/or Services based on an approved format of the Township containing Terms and Conditions (see Appendix C for full details).
  - 1.53. **“Township”** means The Corporation of the Township of Ryerson.
  - 1.54. **“Treasurer”** means the statutorily appointed Treasurer of the Township of Ryerson.
  - 1.55. **“Vendor”** is a Person from whom the Township makes Purchases of Commodities.

## SECTION 2 PURPOSE

- 2.1 This Policy establishes the authority and sets out the methods by which Goods and/or Services will be purchased, and the process of how to dispose of Surplus Goods for the Township.

### **SECTION 3 APPLICATION AND SCOPE**

- 3.1 This By-law shall apply to staff in all departments of the Township and may be adopted in principle, and at their own discretion, by affiliate agencies, boards, and commissions for which the Township has jurisdiction.
- 3.2 This By-law applies to the procurement of all Goods and/or Services except for those items set out in Appendix 'A'. This By-law also applies to the disposal of the Township's personal property.
- 3.3 In addition to the items set out in Appendix 'A', this By-law does not apply to the acquisition or disposal of real property.

### **SECTION 4 CONTRACT SPLITTING**

- 4.1 Subdividing, splitting, or otherwise structuring procurement requirements or contracts in order to reduce the procurement value or in any way circumvent the requirements or intent of this By-law is not permissible.

### **SECTION 5 PROCUREMENT PRINCIPLES AND GOALS**

The procurement principles of the Corporation of the Township of Ryerson are as follows:

- 5.1. To procure by purchase, rental, or lease the required quality and quantity of Goods and/or Services, in an efficient, timely, and cost effective manner;
- 5.2. To encourage open and fair Competitive Bidding for the Purchase and Disposal of Goods and/or Services where practicable;
- 5.3. To ensure ethical practices by all participants in the Procurement Process – including Township Staff, Council, and Vendors.
- 5.4. To exercise professional Purchasing practices which obtain the most competitive offers from the most Responsible and Responsive Vendors;
- 5.5. To encourage the Procurement of Goods and/or Services with due regard to the preservation of the natural environment and the promotion of waste reduction and recycling of waste materials;
- 5.6. To encourage innovation and the use of technology which meet Township specifications and industry standards in order to ensure the utilization of the most efficient and effective processes and practices; and
- 5.7. To have regard to the accessibility for persons with disabilities to the Goods and/or Services Purchased by the Township of Ryerson, as well as to the Procurement Process itself.

This Policy will be reviewed on an ongoing basis by Township Staff to evaluate its effectiveness, to ensure that dollar values are current, and to recommend changes.

### **SECTION 6 GENERAL CONDITIONS & POLICY OBJECTIVES, PROCEDURES & INSTRUCTIONS**

- 6.1. **Accessibility:** When Purchasing Goods and/or Services, the Township will incorporate accessibility design, criteria, and features. Where applicable, Procurement documents will specify the desired accessibility criteria to be met and provide guidelines for the

evaluation of Bids in respect of those criteria. Where it is impractical for the Township to incorporate accessibility criteria and features when Purchasing specific Goods and/or Services, a written explanation will be supplied upon request.

- 6.2. **Confidentiality:** The Township will make every reasonable effort to protect the privacy of those involved in a Procurement Process as per the Municipal Freedom of Information and Protection of Privacy Act.
- 6.3. **Applicability & Exceptions:** All Commodities required by the Township shall be Purchased in accordance with this Policy, unless:
- The Council directs by resolution that any particular Purchase or Disposal of a Commodity shall be carried out in some other manner;
  - An Exemption to this Policy applies (Appendix A); or
  - Any applicable law requires that the Purchase of a Commodity be carried out in some other manner.
- 6.4. **Where Exceptions Apply:** Where the circumstance mentioned in subsection 6.3 occurs, the Purchase of those Commodities shall be carried out in accordance with any applicable resolution passed by Council or the applicable law, as the case may be, and the provisions of this Policy shall in all other regards continue to apply to the Purchase with all necessary modifications.
- 6.5. **Local Preference:** In accordance with the Discriminatory Business Practices Act, there will be no local preference for Purchases.
- 6.6. **Co-operative Purchasing:** The Department Head may participate and shall encourage participation with other governments or Public Agencies in co-operative ventures or Contracts where the best interests of the Township would be served.
- 6.7. **Environmental Purchasing:** All departments shall encourage, wherever possible, specifications which provide for expanded use of durable, reusable Commodities, and Commodities which contain the maximum post-consumer waste and/or recyclable content, without significantly affecting the intended use of the Commodity.
- 6.8. **Privilege Clause:** When using the privilege clause which reads in part “the lowest or any Bid may not necessarily be accepted”, the specific reasons must be stated why a Bid may not be accepted. Vendors, Bidders, and Township Staff must still comply with all sections of this Policy.
- 6.9. **Fairness:** Councillors and Staff must not:
- Acquire any Goods and/or Services for personal use in representation of the Township;
  - Purchase or offer to Purchase, on behalf of the Township, any Goods and/or Services, except in accordance with this Policy;
  - Knowingly cause, permit, or omit anything to be done or communicated to anyone which is likely to cause any potential Vendor to have an unfair advantage or disadvantage in obtaining a Contract for the supply of a Commodity to the Township, or any other municipality, Public Agency or public body involved in the Purchase of Commodities either jointly or in cooperation with the Township;
  - Knowingly cause, permit, or omit anything to be done which will jeopardize the legal validity or fairness of any Purchase of a Commodity under this Policy, or which might subject the Township to any claim, demand, action or proceeding as a result.
- 6.10. **Use of Policy:** No employee shall Purchase or agree to Purchase a Commodity unless:
- The Commodity is legitimately required for the purposes of the Township; and
  - The funds for the Purchase of the Commodity are available within the Budget or the request to Purchase is expressly made subject to funding approval of the Council.

- 6.11. **Municipal Promotion:** The Township shall not promote or advertise any Vendor or Commodity in any manner that may be construed as the Township endorsing the Vendor or Commodity.
- 6.12. **Personal Purchases:** The Township will not make Purchases for the personal use of Councillors or employees, or members of staff of Public Agencies, except through programs which may, from time to time, be expressly and specifically approved by Council.

## **SECTION 7 REQUIREMENT FOR APPROVED FUNDS**

- 7.1. Net Departmental expenditures are authorized by Council each year as part of the Annual Budget process. Upon Council's approval of proposed budgetary estimates, this Policy shall govern the levels of authority for approvals required for the expenditures. Capital Purchases approved for specific projects and values shall be considered as approved by Council and further Council approval will be required only in the event of an Irregularity or Bids received over the allocated budgeted figure. Prior to budgetary estimates receiving Council approval, regular operational expenses shall be considered authorized, and capital Purchases shall require a resolution of Council prior to Purchase.
- 7.2. The exercise of authority to award a Contract is subject to the identification and availability of sufficient funds in appropriate accounts within the Council approved budget. Budgets may from time to time be altered by Council resolution. It shall be the responsibility of the Department Head to ensure sufficient funds remain prior to commencement of the Procurement Process. This shall include verifying of budgeted funds to those already committed to ensure available funds with the Treasurer.
- 7.3. Where Goods and/or Services are routinely Purchased or leased on a multi-year basis, the exercise of authority to Award a Contract is subject to:
- The identification and availability of sufficient funds in appropriate accounts for the current year within Council approved estimates; and
  - The requirement for the Goods and/or Services will continue to exist in subsequent years, and, in the opinion of the Treasurer, the required funding can reasonably be expected to be made available.
- 7.4. The Treasurer will co-ordinate all leasing requirements. The Treasurer will ensure that all lease commitments comply with Municipal Act 2001, as amended, and regulations made thereunder.

## **SECTION 8 EXCEPTIONS & EXEMPTIONS TO METHODS OF ACQUISITION**

### **8.1. Volatile Market Conditions**

Notwithstanding the provisions of this policy, where market conditions are such that long term price protection cannot be obtained for Goods and/or Services, such as in the case of a fluctuating Canadian Dollar, the Department Head will obtain competitive prices for short term commitments until such time as reasonable price protection and firm market pricing is restored.

### **8.2. Sole Source Procurement**

Purchase by Negotiation may be adopted, if in the judgment of the Treasurer and in consultation with the requisitioning Department Head any of the following conditions apply:

- a. Goods and/or Services are in short supply due to market conditions;
- b. The sources of supply are restricted to the extent that there is not effective price Competition, or consideration of substitutes is precluded due to any of the following:
  - components or replacement parts for which there is no substitute.
  - there is only one Vendor who can provide the Commodity by the specified date required.
  - specific standards are adopted by Council.

- c. Work is required where a Vendor has already been secured through a Tender process, with established unit prices by another party, and it is considered to be beneficial and cost effective to extend the unit prices for the work to be completed for the Township;
- d. After the RFP process has closed, it may be necessary for discussion to clarify and/or make significant revision(s) to the initially defined requirements of the call for Quotations/Proposals;
- e. When only one Bid is received through the Procurement Process and it is impractical to recall the requirements of the call for Bids; and
- f. There is documented evidence that the extension or reinstatement of an existing Contract would prove most cost effective or beneficial.

### 8.3. Single Source

When there is more than one source in the open market, but for reasons of standardization, function, or service one Vendor is recommended for consideration of the particular Commodity, such as:

- Compatibility with an existing product, facility or service is required; and
- The Vendor for function or service has skills related to and existing knowledge of the nature of the service,

The Department Head requesting Sole or Single Source must obtain written approval by the Treasurer before making a purchase. Upon approval by the Treasurer, further approval shall be required by Council for purchases over \$10,000.

### 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 interests of the Township.

### 8.5. Emergency Procurement

Notwithstanding the provisions of this policy, the following shall only apply in case of an Emergency, when an event occurs that is determined by a Department Head or the CAO to be a threat to:

- the public health;
- the welfare of persons or of public property; or
- the security of the Township's interests and the occurrence requires the immediate delivery of Goods and/or Services and time does not permit for competitive Bids.

The above criteria are to be applied on the basis of:

- i) **Procurement under \$10,000:**  
Wherever feasible, the Department Head shall secure by the most open market procedure at the lowest obtainable price, any Goods and/or Services required.
- ii) **Procurement over \$10,000:**  
The Department Head shall obtain the prior approval of the CAO. An information report shall be submitted to Council explaining the actions taken and the reason(s) therefore.

## SECTION 9 METHODS OF PROCUREMENT

Notwithstanding any other provisions of this Policy, the acquisition of the items listed in Appendix "A" do not fall under the guidelines of this Procurement Policy and shall be subject to applicable Policies and Procedures established from time to time.

**9.1. Procurement of Goods and/or Services**

Where the required Goods and/or Services can be specified, (and such Goods and/or Services are not covered by a Standing Order), they shall be acquired by Purchase Acknowledgement.

Where it is estimated that the value of the Goods and/or Services, inclusive of all delivery charges but prior to taxes, will cost:

**a. Non-Competitive and Low-Value Purchasing: \$0 to \$2,000.00**

- Goods and/or Services to be procured with an estimated value of \$2,000.00 or less will follow the guidelines that are described in the non-competitive and low value purchasing process.
- The goal of the non-competitive and low-value purchasing process is for the Township to procure budgeted Goods and/or Services which are not of great monetary value but are essential to the daily operation of the Township.
- Only the Department Head, or designate in the absence of the Department Head, may make purchases in accordance with the non-competitive and low-value purchasing process.

**b. Information Quotation: \$2,000.01 to \$10,000.00**

- An Informal Quotation is an informal request for the prices of Goods and/or Services for the Township from potential suppliers, for budgeted purchases over \$2,000.00 but less than \$10,000.01. A bid deposit and/or performance bond is not required under this process.
- Informal Quotations are not required to be advertised publicly. Department Heads may solicit Quotations directly from potential Vendors.
- Where possible and practicable, three (3) quotations are required for every purchase made under the Informal Quotation process. Quotations are required to be made in writing.
- Procurement that occurs through the Informal Quotation process must be part of either the operational or capital budget for that year.

**c. Request for Quotations: \$10,000.01 to \$25,000.00**

- A Request for Quotation is a publicly advertised request for the prices of Goods and/or Services for the Township from potential suppliers, for budgeted purchases over \$10,000.00 but less than \$25,000.01. A bid deposit and/or performance bond is not required under this process.
- The goal of the Request for Quotation process is for the Township to best procure a Good and/or Service, of which the specifications have been pre-determined by Council, the CAO, Treasurer, and/or a Department Head, and procurement is to occur in an expedient and cost-efficient fashion.
- Where possible and practicable, three (3) quotations are required for every purchase made under the Request for Quotation process. Quotations are required to be made in writing.
- Procurement that occurs through the Request for Quotation process must be part of either the operational or capital budget for that year.

**d. Request for Tenders: \$25,000.01 and over**

- A Request for Tender is a formal process whereby the Township distributes a detailed description of exactly what Good and/or Service they require, to potential bidders or tenderers.
- The goal of the Request for Tender process is for the Township to best procure a Good and/or Service of which the specifications have been pre-determined by Council, the CAO, Treasurer, and/or a Department Head.
- Further guidelines regarding the Request for Tender process are located in Appendix 'C', attached to and forming part of this By-law.

**9.2. Requests for Proposals**

This method of acquisition shall only be used for the solicitation of Bids when the requirements for Goods and/or Services cannot be definitely specified, the requirements

of the Township are best described in a general performance specification, and innovative solutions are sought. Depending on its terms, the Process may involve Negotiations subsequent to the submission of Bids on any or all of the specifications, contract terms, and prices.

The goal of the Request for Proposal process is for the Township to best procure a Good and/or Service, of which the specifications are partially or entirely unknown, and are to be partially or entirely proposed by the bidder or tenderer.

Guidelines regarding the Request for Proposal process can be found in Appendix 'D', attached to and forming part of this By-law.

**METHODS OF PROCUREMENT – SUMMARY TEMPLATE**

The following is a summary of authorized procedures for the Procurement of Goods and/or Services.

<b>COST OF PROCUREMENT</b>	<b>PROCUREMENT METHOD</b>	<b>METHOD/ADVERTISING</b>	<b>AUTHORITY</b>	<b>PURCHASE CONTRACT</b>
<b>1. GOODS AND SERVICES</b>				
Up to \$2,000.00	Low Value Purchase	<ul style="list-style-type: none"> <li>• Must demonstrate good value for the Township</li> <li>• Public advertising not required</li> </ul>	Department Head	<ul style="list-style-type: none"> <li>• Petty cash</li> <li>• Purchasing Card</li> <li>• Supplier Account</li> </ul>
\$2,000.01 to \$10,000.00	Informal Quotation	<ul style="list-style-type: none"> <li>• Competitive quotes directly obtained at the discretion of the Department Head</li> <li>• Must demonstrate good value for the Township</li> <li>• Public advertising not required</li> </ul>	Department Head Treasurer	<ul style="list-style-type: none"> <li>• Purchasing Card</li> <li>• Supplier Account</li> </ul>
\$10,000.01 to \$25,000.00	Request for Quotation	<ul style="list-style-type: none"> <li>• Minimum of three written quotes, where possible</li> <li>• Treasurer/CAO may directly obtain quotations</li> <li>• Public advertising at the discretion of the Department Head</li> </ul>	Department Head CAO Treasurer	<ul style="list-style-type: none"> <li>• Purchasing Card</li> <li>• Supplier Account</li> </ul>
\$25,000.01 and up	Request for Tender	<ul style="list-style-type: none"> <li>• Public advertising required through the Township website at a minimum</li> <li>• Bid request administered by the Treasurer</li> <li>• Minimum of two written proposals obtained</li> </ul>	Council	<ul style="list-style-type: none"> <li>• Supplier Account</li> <li>• Purchase Acknowledgement</li> </ul>
<b>2. SALE OF SURPLUS GOODS</b>				
Sale of Surplus Goods		<ul style="list-style-type: none"> <li>• Report to Council over \$3,000.00</li> </ul>	Treasurer &/or Council	
<b>3. REQUESTS FOR PROPOSALS</b>				
Under \$25,000.00	RFP	<ul style="list-style-type: none"> <li>• Public advertising required through the Township website at a minimum</li> <li>• Bid request administered by the Treasurer</li> <li>• Minimum of two written proposals obtained</li> </ul>	Department Head CAO/Clerk Treasurer	<ul style="list-style-type: none"> <li>• Supplier Account</li> <li>• Purchase Acknowledgement</li> </ul>
Over \$25,000.00	RFP	<ul style="list-style-type: none"> <li>• Public advertising required through the Township website at a minimum</li> </ul>	Council	<ul style="list-style-type: none"> <li>• Supplier Account</li> <li>• Purchase Acknowledgement</li> </ul>

		<ul style="list-style-type: none"> <li>• Bid request administered by the Treasurer</li> <li>• Minimum of two written proposals obtained</li> </ul>		
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**SECTION 10 REPORTING**

**GOODS AND/OR SERVICES and PROFESSIONAL AND CONSULTING SERVICES**

10.1. Where the:

- a. value of the Goods and/or Services is less than \$25,000.00; **and**
- b. procedures defined by this Policy have been followed; **and**
- c. Purchase is within the approved Department net budget amount; **and**
- d. lowest responsive Bid is being recommended; **then**

no report to Council is required and the Department Head shall execute a Purchase Acknowledgement or arrange for a Contract to be signed by the Department Head or Corporate Signing Officer(s).

10.2. Council approval is required where the:

- a. value of the Goods and/or Services is over \$25,000.00; **or**
- b. the Procurement Policy is being waived; **or**
- c. Purchase exceeds the approved capital budget; **or**
- d. lowest responsive Bid is not being recommended; **or**
- e. there was no provision in the budget for the item, **or**
- f. the Clerk requests that a report be presented for Council consideration and approval.

Based on the above criteria, a Purchase Acknowledgement shall be issued and/or Contract executed by the Mayor and the Clerk or Treasurer in accordance with the reporting guidelines in this Policy.

10.3. All Contracts will be held by the Treasurer with copies being sent to the issuing Department. The Department shall be responsible for ensuring executed Contracts are forwarded to the Vendor.

**SECTION 11 DISPOSAL OF SURPLUS GOODS**

11.1. The Department Head shall notify the Treasurer once any item has been deemed as a surplus asset for Disposal. If the value is greater than \$3,000.00, the Treasurer shall obtain the approval of Council prior to Disposal.

11.2. Revenue generated from the Disposal of assets may be credited to the appropriate equipment replacement reserve for future Purchase of Goods and/or Services.

**SECTION 12 CONFLICT OF INTEREST**

12.1. All employees and Councillors shall disclose as soon as they become aware of (and as circumstances change) any business or personal relationship they might have which might create a potential, perceived, or real conflict of interest relative to the Procurement of Goods and/or Services for the Township.

12.2. All employees authorized to Purchase on behalf of the Township shall be required to declare any known or perceived Conflict of Interest to the Township.

12.3. All Vendors shall disclose any perceived, potential, or real conflict of interest to the Township in the Bid documents. If such a conflict of interest does exist, the Township, as directed by the Department Head, may, at its discretion, temporarily halt the Purchase from the Vendor until the matter is resolved. Furthermore, if during the conduct of a Township assignment, a Vendor becomes aware of a potential, perceived, or real conflict of interest, then the Vendor shall so inform the Township immediately.



**APPENDIX "A" – GOODS AND/OR SERVICES "EXEMPT"**

**Petty Cash Items**

**Training and Education**

- Conferences/courses
- Conventions/Seminars
- Memberships
- Periodicals/magazine subscriptions
- Staff training/development/workshops

**Employee Expenses**

- Advances
- Meal allowances
- Travel & Hotel accommodation
- Entertainment
- Miscellaneous – Non-Travel

**Employer's General Expenses**

- Payroll deduction remittances
- Licenses (vehicles, radios, etc.)
- Debenture payments
- Grants to agencies
- Insurance Claim Payments
- Real Estate Costs
- Courier and freight
- Licenses
- Payments of damages
- Tax remittances
- Charges to/from other Government or Crown Corporations
- Employee income
- Employee benefit payments and premiums
- Petty Cash Replenishments
- Sinking Fund Payments
- Building Lease Payments
- General IT manufacturer's warranty agreements
- Charges to and from Area Municipalities in association with legal agreements

**Professional and Special Services**

- Committee fees
- Temporary Help
- Banking and Underwriting Services where covered by Agreements
- Workers Compensation Payments
- Legal Services or Settlements
- Audit Services
- Planning Services
- Benefit Agent
- Honoraria
- Donations
- Arbitrators

**Utilities**

- Postage
- Telephone/Cable Services
- Water and sewer charges
- Hydro
- Natural Gas
- Fuel for vehicles

## **APPENDIX "B" – BID IRREGULARITY**

### **BID IRREGULARITY**

A Bid Irregularity or Irregularity is a deviation between the requirements (terms, conditions, specifications, special instructions) of a Bid request and the information provided in a Bid response.

For the purpose of this policy, Irregularities are further classified as "Major Irregularities" or "Minor Irregularities".

A "**Major Irregularity**" is a deviation from the Bid request that affects the price, quality, quantity, or delivery, and is material to the Award. If the deviation is permitted, the Bidder could gain an unfair advantage over competitors. The Department Head must reject any Bid which contains a Major Irregularity. The Bidder will be notified of the rejection due to the Major Irregularity.

A "**Minor Irregularity**" is a deviation from the Bid request which affects form rather than substance. The effect on the price, quality, quantity, or delivery is not material to the Award. If the deviation is permitted or corrected, the Bidder would not gain an unfair advantage over competitors. The Department Head may permit the Bidder to correct a Minor Irregularity.

### **MATHEMATICAL ERRORS – RECTIFIED BY STAFF**

The Department Head will correct errors in mathematical extensions and/or taxes, and the unit price will govern. If, based on the corrected total the required Bid deposit is insufficient, the Bidder shall be notified and will be given 24 hours to rectify the issue or the Bid will be automatically rejected.

### **ACTION TAKEN:**

The Department Head and Treasurer will be responsible for all action taken in dealing with Irregularities, and will act in accordance with the nature of the Irregularity:

- Major Irregularity (automatic rejection)
- Minor Irregularity (bidder may rectify)
- Mathematical error (additions or extensions) as above

In the event that the Bidder withdraws their Bid due to the identification of a Major Irregularity, the Township may disqualify such Bidder from participating in Township Quotations/Tenders/Requests for Proposals for a period of up to one year.

## APPENDIX "C" – TENDER PROCESS

Where the quantity and quality of a Commodity has been defined, Tenders will be called for all Commodities with a value exceeding \$25,000.00 by way of public advertising or invitational Bid.

### **Advertising**

The Department Head and/or Treasurer will advertise and distribute Tenders:

- All public Tenders are advertised on the Township of Ryerson Website.
- As a procurement best practice, the Township shall maintain a Qualified Vendor Roster. Participants of the Qualified Vendor Roster who have expertise in the Commodity being procured may be sent the Tender directly.
- At the discretion of the Department Head, Tenders may be advertised in a local, regional and/or construction newspaper and/or on procurement websites.
- Advertisements must include the following information (if applicable): title, Tender number, brief description of the Commodity being Tendered, site meeting time/date/location, contact names for Purchasing inquiries, document fee, and location for pick up and drop off of Bid documents.
- In some instances, the Tender may be issued to help develop and/or refresh the Qualified Vendor Roster. During this process, potential Vendors will be screened using such factors as financial capability, reputation, qualified staff and equipment management, ability to support, and product quality.
- The Township reserves the right to limit the submission of Bids to those Vendors on the Qualified Vendor Roster.

Where possible, at least fifteen days' notice shall be given between the date of the advertisement/notice and the closing time of the Tender. However, a Tender may be closed in a shorter or longer period of time depending on the urgency or complexity of the Commodity being Tendered.

A Bidder may be disqualified for contacting or questioning Township Staff or Council regarding details of the Tender unless that person is the Township's Lead Contact.

All Bids must be addressed to the Lead Contact, Township of Ryerson, on documents provided and returned in the envelope if provided with the Tender package.

### **Release of Tender Documents**

- (a) **Privilege Clause:** All Tender documents shall contain the following statement: "The lowest or any Bid will not necessarily be accepted and the Township reserves the right to award any portion of this Tender", or words to that effect.
- (b) **Bond Agreement:** Where a Performance and/or Maintenance Bond and/or Labour and Material Payment Bond is required, the Tender document must contain an "Agreement to Bond", to be executed by the Bidder and returned with the Bid.
- (c) **Bid Surety Requirements:** Bid deposits and Bid Bonds are guarantees that a Bidder will enter into a Contract with the Township.

Where deemed necessary by the Department Head, or where labour (or services) and material are involved, a Bid deposit or Bid Bond is required in an amount equal to ten (10%) per cent of the Bid price.

Bid deposits must be cash, certified cheque, bank draft, money order, irrevocable letter of credit, or Bid Bond.

Any Bid received without the required Bid deposit or Bid Bond shall be disqualified.

- (d) Performance and Maintenance Bonds: Performance Bonds guarantee performance of the terms of the Contract. This Bond protects the Township from financial loss should the Vendor fail to perform the Contract in accordance with its terms and conditions. Maintenance Bonds provide upkeep of a project for a specified period of time after the project is completed. This Bond guarantees against defective workmanship or materials.

Where deemed necessary by the Department Head, or where the Township could experience significant financial loss should a Vendor's failure to perform the Contract within the terms and conditions of the Contract, a Performance Bond is required.

Where deemed necessary by the Department Head, or where the Township could experience significant financial loss or other harm as a result of defective workmanship or materials, a Maintenance Bond is required.

Performance and/or Maintenance Bonds must be in the amount of fifty (50%) per cent of the Contract price for Contracts up to One Hundred Thousand (\$100,000.00) Dollars. Where the Contract price exceeds One Hundred Thousand (\$100,000.00) Dollars, the Performance and/or Maintenance Bonds must be in the amount of one hundred (100%) per cent of the Contract price.

- (e) Labour and Material Payment Bonds: Labour and Material Payment Bonds are guarantees that the Vendor will make payment for obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the project.

Where deemed necessary by the Department Head, or where the Township could experience significant financial loss should a Vendor fail to pay its obligations under the Contract for subcontractors, labourers, and materials suppliers associated with the Contract, a Labour and Material Payment Bond shall be required.

Labour and Material Payment Bonds shall be in the amount of fifty (50%) percent of the Total Award Price, up to One Hundred Thousand (\$100,000.00) Dollars, and one hundred (100%) percent of the Total Award Price over One Hundred Thousand (\$100,000.00) Dollars.

- (f) Insurance: Where deemed necessary by the Department Head, or where the Township could experience significant financial loss, the Tender shall require that an insurance certificate be provided. The insurance coverage must be a minimum of Five Million (\$5,000,000.00) Dollars for liability, bodily injury and property, unless alternatively stated in the Tender document. The insurance policy will require that the Township be added as an additional named insured (for the project in question) and that the Township be notified in advance in the event that the insurance policy is cancelled or changed in any manner.
- (g) Occupational Health and Safety: All Tender document forms and Contracts shall require that the Occupational Health and Safety Act be complied with.
- (h) Workplace Safety and Insurance Board Certificate (WSIB): All Tender document forms and Contracts involving a labour component shall require a WSIB Certificate of Clearance from the Vendor.
- (i) Penalty Clause: All Tender documents shall include a penalty clause, whereby a pre-tax daily charge is imposed on a contractor who fails to complete the

assigned duties to a standard that meets the approval of the Township, in its sole discretion, by the date(s) established in the Tender document.

**Receipt and Opening of Bid Documents**

The Township will refuse to accept any Bid that is:

- Not sealed
- Received after the closing deadline
- Submitted after a Tender has been cancelled.

Requests for withdrawal of a Bid shall be allowed if the request is made before the closing time for the Tender to which it applies. Requests must be directed to the Lead Contact by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid on the same Tender, subject to the provisions of Appendix B.

- (a) Timed and Dated: When Bids are received they shall be time and date stamped. Bid envelopes shall be dated, timed and initialed by the person receiving the Bid, and placed in a secure location until the Tender opening.
- (b) Number of Bids and Bidder Name not to be Divulged: The number of Bids received and the names of Bidders are confidential and shall not be divulged prior to the Tender opening.
- (c) Bid envelopes: Bids shall be received in an envelope clearly marked as to contents, including:
  - Tender Number and Title
  - Name and Address of Bidding Firm
- (d) Bids Received After Closing Time and Date: Bids received after the closing time shall be noted and returned unopened to the Bidder, as soon as possible. If a late Bid is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.
- (e) Alternative Bids: Unsolicited alternative Bids shall not be considered. If a Bidder wishes to extend alternative bids under the same Tender, they must obtain permission to do so, in writing, from the Lead Contact. Permission will only be granted based on the specific nature of the Commodity being Procured. All required Bonds and Deposits must be provided based on the dollar value of the highest Bid.
- (f) Two Bids for Same Tender - Same Envelope: If two Bids for the same Tender are received in the same envelope, the Bids must be contained in separate envelopes within the exterior envelope and must be marked as Bid A and/or Bid B. If the two Bids are not contained in separate envelopes within the exterior envelope, the lowest Bid in the envelope shall be considered the intended Bid.
- (g) Two Bids Same Tender – Different Envelopes: If two Bids for the same Tender are received in different envelopes the envelope with the latest date and time received shall be considered the intended Bid.
- (h) Bids Received By: Bids shall be received by the Municipal Office Staff.
- (i) Tender Opening: Bids shall be opened in public by Township Staff, preferably in the presence of the Department Head. The names of those individuals in attendance, the time and date of the opening, the names of the firms submitting

a Bid, the completeness of each Bid received, and the total Bid price of each Bid shall be recorded at the opening.

- (j) Bid Irregularity: All Tenders shall be inspected for the presence of any Bid Irregularities. Such Irregularities shall be dealt with in accordance with Appendix 'B', attached to and forming part of this By-law.
- (k) One Tender Received: If only one Bid is received, the Township has the option of not opening the Bid and closing the call for Tender.

**Action when all Bids Received are Over Budget**

At such time that a Tender closes, the competition is over. If all Bids are over budget, Council shall review the submissions and may elect to cancel the Tender. The scope of the project must be reviewed prior to re-Tender. If complete re-Tender is not financially viable or the project is required immediately, as determined by the Council and/or the Opening/Evaluation Committee, two procedures are acceptable:

- a) Negotiate with the lowest Bidder(s); or
- b) Re-Tender via post-Tender addendum to the lowest three Bidders, provided that there are tangible changes in the scope of the work, and with a view to bringing the cost of the project within the budget.

**Return of Deposit Cheques**

- (a) Immediately following the Tender opening, all Bid deposit cheques (other than those of the two lowest Bidders) shall be returned to the applicable Bidders by regular mail, or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt.

Upon receipt of the executed Contract and all other required documents in a format acceptable to the Township, the deposit cheque of the second low Bidder shall be returned by regular mail or pick-up by the Bidder. In the case of a pick-up, the person picking up the Bid deposit shall execute a receipt. The Bid deposit of the successful Bidder will be held as performance Surety until completion of the project.

- (b) The Bid deposit cheque of the successful Bidder shall be cashed, and the funds returned with payment of the final invoice upon successful completion of the tender.

**Action When Successful Bidder Does Not Finalize Contract**

After Tender opening, if the successful Bidder should fail to sign the Contract or fail to provide any required documents (e.g., Bonds) within the specified time, the Department Head may grant additional time to fulfill the necessary requirements or may recommend that either:

- a) The Tender be Awarded to the next highest Bidder; or
- b) The Tender is cancelled.

In either case, the deposit of the originally Awarded Bidder is forfeited to the Township.

**Execution of Contract**

After the Tender opening, a report to Council is required which describes the bids received and provides a written recommendation.

Council is responsible for approving a Vendor. Upon Council's approval, the Department Head shall ensure that a Contract is executed by the Mayor and Clerk or Treasurer, or a Purchase Acknowledgement is issued.

## **APPENDIX “D” – REQUEST FOR PROPOSAL PROCESS**

REQUESTS FOR PROPOSALS (RFPs) may be called by way of public advertising or invitational Bid, as outlined in the Township’s Procurement Policy. In the event that there is an applicable Standing Order for the Commodity, that Standing Order shall be used to a limit of \$5,000.00 as set out herein:

- When the Commodity cannot be definitely specified, or
- When the Commodity is non-standard or specialized in nature, or
- The cost is only a minor component making up the Award.

### **Advertising**

The Department Head will advertise and distribute RFPs:

- All public RFPs are advertised on the Township of Ryerson Website.
- As a procurement best practice, the Township shall maintain a Qualified Vendor Roster. Participants of the Qualified Vendor Roster who have expertise in the Commodity being procured may be sent the RFP directly.
- At the discretion of the Department Head, RFPs may be advertised in a local, regional and/or construction newspaper and/or on procurement websites.
- Advertisements must include the following information (if applicable): title, RFP number, site meeting time/date/location, contact names for Purchasing inquiries, document fee, and location for pick up and drop off of Bid documents.
- In some instances, the RFP may be issued to help develop and/or refresh the Qualified Vendor Roster. During this process, potential Vendors will be screened using such factors as financial capability, reputation, qualified staff and equipment management, ability to support, and product quality.
- The Township reserves the right to limit the submission of Bids to those Vendors on the Qualified Vendor Roster.

The closing date is usually a minimum of 30 calendar days after the date of issue. However, an RFP may be closed in a shorter or longer period of time depending on the urgency or complexity of the item(s).

Bids must be addressed to the Lead Contact, Township of Ryerson. The Office Staff will receive all sealed submissions and will date and time stamp and initial all submissions.

The Township of Ryerson will refuse to accept any submission that is:

- Not sealed
- Received after the closing deadline
- Submitted after an RFP has been cancelled.

Requests for withdrawal of a Bid shall be allowed if the request is made before the closing time for the contract to which it applies. Requests must be directed to the Lead Contact by letter or in person by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a Bid does not disqualify a Bidder from submitting another Bid, subject to the provisions of Appendix ‘B’.

A Bidder may be disqualified for contacting or questioning Township Staff or Council regarding details of the RFP unless that person is the Lead Contact.

Bids received shall be evaluated on the basis of quantitative and qualitative criteria by an Evaluation Committee. Each Evaluation Committee member shall evaluate the Bids separately. The recommended Bid is the one that achieves the highest average overall score based on the combined evaluations of all Evaluation Committee Members.

RFP results, if requested, may be made public by the Department Head.

Request for Proposals are not formally opened in public, nor is it required to disclose prices or terms at the time of submission. If only one Bid is received, the Department Head has the option of not opening the Bid and closing the Request for Proposal.

Where the required Goods and/or Services cannot be specified, and it is estimated that the value of the Goods and/or Services (excluding all taxes) cost:

- a. **\$25,000.00 or less**
  - A written Bid must be acquired by the initiating Department.
  - No report to Council is required.
  - A Purchase Acknowledgement must be issued.
- b. **Over \$25,000.00**
  - Proposal guideline documents shall be processed through the Department and shall be advertised on the Township website, at a minimum.
  - Bids will be evaluated on the basis of quantitative and qualitative criteria, established and rated by the Evaluation Team.
  - A report to Council is required from the Issuing Department for Council consideration and approval.
  - Upon Council's approval, a Contract must be executed by the Mayor and the Clerk or Treasurer.



## **APPENDIX "E" – MINIMUM STANDARDS & REQUIREMENTS FOR PURCHASING CARD USE**

The following are the minimum standards or requirements to govern the use of Purchasing Cards in accordance with this Policy. Other Procedures may be developed in accordance with this Policy.

### **1.0 Authority**

- 1.1 The Mayor, members of Council, CAO, Clerk, Treasurer, and Township Department Heads are authorized to use a Township Purchasing Card.
- 1.2 Department Heads are empowered to authorize employees within their department to use a Township Purchasing Card in keeping with this Policy and procedures.

### **2.0 Purchasing Card Coordination**

- 2.1 The Treasurer shall be the Purchasing Card Coordinator.
- 2.2 The Purchasing Card Coordinator is responsible for the Purchasing Card co-ordination function within the Township of Ryerson.

### **3.0 Purchasing Card Use**

- 3.1 Purchasing Cards must not be used:
  - a) When the total Purchase price exceeds the credit limit on the card (in accordance with the Procurement Policy, purchases shall not be split to avoid the approval levels required);
  - b) When the cost of the Goods and/or Services would be significantly increased as a result of using the Purchasing Card and an alternative method of payment is available (e.g., a sizeable discount is provided by the Vendor as a result of not using the Purchasing Card);
  - c) When the Goods and/or Services are available under an existing Blanket Purchase Order or Contract;
  - d) For personal Purchases; and
  - e) To obtain cash advances;
- 3.2 No cardholder may accept cash or a cheque from a Vendor who is making a refund pertaining to a transaction previously charged to a Purchasing Card account. The Vendor in all cases must issue a credit voucher.
- 3.3 Cardholders will be held accountable for any misuse or willful disregard of policies or operating procedures, which result in a loss of money, fraud or collusion.
- 3.4 The Township of Ryerson reserves the right to withdraw Purchasing Card privileges from any employee who has used the Purchasing Card in a manner which contravenes the Purchasing Card Policy and Procedures. It is the responsibility of the Treasurer to collect the Purchasing Card from employees who have had their privileges revoked and on termination of employment of any employee with the Township of Ryerson.

### **4.0 Responsibilities**

- 4.1 Governance Responsibility
  - a) Council is responsible for establishing the credit limit for all card holders and reviewing the same on an ongoing basis;

- b) A Council signing officer is responsible for reviewing and approving, on a monthly basis, the Purchasing Card Monthly Statements for all Purchases charged by all card holders.

4.2 Treasurer's Responsibility

The Treasurer is responsible for:

- a) Ensuring that all employees adhere to this Policy and its procedures;
- b) Ongoing monitoring and controlling the use of Purchasing Cards by the Township;
- c) Establishing the credit limit, in consultation with the Mayor, for all cardholders and reviewing the same on an ongoing basis;
- d) Reviewing and approving, on a monthly basis, the Purchasing Card Monthly Statements for all Purchases charged.

4.3 Cardholder Responsibility

The Cardholder is responsible for providing supporting documentation (e.g. sales slips, cash register and credit receipts, refund credits, sales tax information) related to all Purchases made with the Purchasing Card for reconciliation, account verification, payment, and audit purposes.

**5.0 Purchasing Card Limits**

5.1 Purchasing Card limits shall be established as follows:

- a) CAO: \$6,000.00
- b) Department Heads: \$2,500.00
- c) Members of Council: \$2,000.00
- d) Other Assigned Employees: \$1,000.00

5.2 Any deviations from the Purchasing Card limits outlined above, which are in force at the time this By-law is passed, shall be deemed not to be in contravention with this clause.



Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, Ontario, Canada  
N7M 5M1

July 31, 2024

Brayden Robinson, CAO/Treasurer  
Township of Ryerson  
R.R #1, 28 Midlothian Road  
Burks Falls, ON P0A 1C0

Dear Mr. Robinson:

**Re: Enbridge Gas Inc.  
Approval of Franchise Agreement and CPCN – Township of Ryerson  
Ontario Energy Board File No. EB-2024-0143**

In accordance with instructions set out by the Ontario Energy Board's Letter of Direction dated July 30, 2024, Enbridge Gas now serves upon you a copy of the Decision and Order approving the Franchise Agreement between Enbridge Gas and the Township of Ryerson and a new Certificate of Public Convenience and Necessity.

Enclosed are four (4) copies of the Franchise Agreement and four (4) copies of the associated draft By-law that was put through 1<sup>st</sup> and 2<sup>nd</sup> readings by your municipal council.

We ask that you enter the date of the Ontario Energy Board's Decision and Order (July 30, 2024) into the 2<sup>nd</sup> paragraph of each of the By-law documents and request that your Council give the bylaw final reading. The effective date of the new franchise agreement will be the date your by-law is passed by council.

**Please return all four executed (signed and sealed) copies of the Franchise Agreement and four signed and sealed By-law documents to my attention.**

The Ontario Energy Board requires certified copies of bylaws and resolutions for their records. As a result, we request that you stamp each of the four copies of the final Bylaw as a certified true copy before sending them back to me with the signed franchise agreements.

Upon receipt of the above, Enbridge Gas will execute the Franchise Agreement and return one fully executed copy of the Franchise Agreement and corresponding By-law to your attention.

Thank you for your ongoing co-operation in this matter. Please contact me directly if you have any questions about the remaining steps to executing the franchise agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "Patrick McMahon". The signature is fluid and cursive, with a large initial "P" and "M".

Patrick McMahon  
Technical Manager  
Regulatory Research and Records  
[patrick.mcmahon@enbridge.com](mailto:patrick.mcmahon@enbridge.com)  
(519) 436-5325

Encl.



Ontario  
Energy  
Board | Commission  
de l'énergie  
de l'Ontario

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# **DECISION AND ORDER**

**EB-2024-0143**

**ENBRIDGE GAS INC.**

**Application for Approval of a Municipal Franchise Agreement with, and a new Certificate of Public Convenience and Necessity for, the Township of Ryerson**

**By Delegation, before:** Theodore Antonopoulos  
Vice President  
Major Applications

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**July 30, 2024**

## **1 OVERVIEW**

This Decision and Order of the Ontario Energy Board (OEB) approves an application filed by Enbridge Gas Inc. (Enbridge Gas) for: approval of its natural gas franchise agreement with the Township of Ryerson for a twenty-year term, an order directing and declaring that the assent of the municipal electors to the by-law is not necessary under the circumstances, and a certificate of public convenience and necessity (certificate) for the Township of Ryerson.

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## 2 CONTEXT AND PROCESS

Enbridge Gas filed an application with the OEB on April 18, 2024, under sections 8 and 9 of the *Municipal Franchises Act*. The application is for:

1. An Order pursuant to s.9(3) approving the terms and conditions upon which, and the period for which, the Township of Ryerson is, by by-law, to grant Enbridge Gas the right to construct and operate works for the distribution, transmission and storage of natural gas and the right to extend and add to the works.
2. An Order pursuant to s.9(4) directing and declaring that the assent of the municipal electors of the Township of Ryerson is not necessary for the proposed franchise agreement by-law under the circumstances.
3. An Order pursuant to s.8 approving a certificate of public convenience and necessity to construct works to supply natural gas in the Township of Ryerson.

The OEB held a written hearing. A notice of hearing was published in local newspapers between May 16, 2024 and May 19, 2024. The notice of hearing was also posted on Enbridge Gas's website. No persons sought to become intervenors or otherwise participate in the proceeding.

In this Decision and Order, a reference to the Township of Ryerson, the Village of Burk's Falls or the Township of Armour is a reference to the municipal corporation or its geographical area, as the context requires.

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### 3 APPLICATION

Enbridge Gas is a corporation incorporated under the laws of the Province of Ontario, with its head office in the City of Toronto.

The Township of Ryerson was incorporated in 1880. It is a municipal corporation incorporated under the laws of the province of Ontario and is a single-tier municipality located in the Parry Sound District.

Adjacent to the Township of Ryerson is the Township of Armour, and embedded within the Township of Armour is the Village of Burk's Falls. Each of Township of Armour and the Village of Burk's Falls is also a municipal corporation incorporated under the laws of the province of Ontario and a single-tier municipality located in the Parry Sound District.

The locations of these municipalities are set out in the map attached at Schedule A of Enbridge Gas's application.

Enbridge Gas states that it has received requests for service attachments from residents in the Township of Ryerson and is requesting from the OEB a certificate for, and franchise with, the Township of Ryerson to fulfill the service requests.<sup>1</sup>

#### 3.1 Request for Approval of the Terms and Conditions of a Municipal Franchise Agreement

Enbridge Gas does not currently hold a franchise with the Township of Ryerson and has never served any customers there.<sup>2</sup> Enbridge Gas states that the general location of the residents that have requested service in the Township of Ryerson is along East Road.<sup>3</sup>

Enbridge Gas applied to the Township of Ryerson for approval of a franchise for the entirety of the Township<sup>4</sup>, based on a proposed municipal franchise agreement in the form of the Model Franchise Agreement, with no amendments, for a term of twenty years. On February 27, 2024, the Township of Ryerson gave its approval.

With the application, Enbridge Gas filed the Township of Ryerson's draft by-law granting the proposed municipal franchise agreement. Enbridge Gas also filed a copy of the Township of Ryerson's Resolution, passed on February 27, 2024, approving the form of the draft by-law and franchise agreement, and authorizing Enbridge Gas's request for

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<sup>1</sup> Application and Evidence, para 4 and 5

<sup>2</sup> Enbridge Gas Letter, April 30, 2024, para A and B

<sup>3</sup> Enbridge Gas Letter, April 30, 2024, para A

<sup>4</sup> Enbridge Gas notes that the four corners of the Township are Concession B, Lot 81 and concession 14, Lot 1 and Concession 1, Lot 1 and Concession 1, Lot 35.



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an order declaring and directing that the assent of the municipal electors to the by-law approving the franchise agreement is not necessary.

### 3.2 Request for a Certificate of Public Convenience and Necessity

Enbridge Gas's certificate request is for the entirety of the Township of Ryerson. OEB approval of the request would authorize Enbridge Gas to expand its system into the Township of Ryerson.

Enbridge Gas notes that as part of the Village of Burk's Falls community expansion project<sup>5</sup>, a section of main was extended off Highway 520 up East Road which is across the street from residents that have requested service attachment in the Township of Ryerson.<sup>6</sup> Enbridge Gas submits that potential service connections in the Township of Ryerson will tie into Enbridge Gas's existing system along East Road, north of Highway 520<sup>7</sup> and that it will strive to address the existing requests for service as soon as possible.<sup>8</sup>

Enbridge Gas states that while it holds certificates for most of the municipalities that are immediately adjacent to the Township of Ryerson<sup>9</sup>, it does not hold a certificate for either the Township of Ryerson or the Township of Armour.<sup>10</sup>

Enbridge Gas submits that the proposed certificate for the Township of Ryerson does not overlap with any other person's certificate as there is no other natural gas distributor in the area.<sup>11</sup> Enbridge Gas also submits that not having a certificate that covers the entirety of the Township of Ryerson would unnecessarily delay responding to requests for natural gas service in the municipality in the future because of the need to apply for incremental certificate amendments.<sup>12</sup>

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<sup>5</sup> On July 1, 2019, section 36.2 of the *Ontario Energy Board Act, 1998* (Act), came into force. That section, which was added to the Act by Bill 32, *Access to Natural Gas Act, 2018*, established a framework for the funding of natural gas expansion projects by natural gas ratepayers. O. Reg. 24/19, *Expansion of Natural Gas Distribution Systems (Regulation)*, made under the Act, sets out the projects that are eligible for financial support. The Village of Burk's Falls community expansion project is one such project.

<sup>6</sup> Application and Evidence, Para 5

<sup>7</sup> Enbridge Gas Response to OEB Staff Question 2-a), July 3, 2024

<sup>8</sup> Enbridge Gas Response to OEB Staff Question 1-c), July 3, 2024

<sup>9</sup> Enbridge Gas Response to OEB Staff Question 1-b), July 3, 2024; Enbridge Gas holds certificates for the Township of McMurrich/Monteith (FBC 285), the Township of Perry (EBC 191), the Village of Burk's Falls (EBC 114) and the Township of Strong (EBC 126)

<sup>10</sup> By separate application, in proceeding EB-2024-0230, Enbridge Gas has also applied for a certificate for the Township of Armour.

<sup>11</sup> Enbridge Gas Letter, April 30, 2024, para C

<sup>12</sup> Enbridge Gas Response to OEB Staff Question 1-b), July 3, 2024

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## 4 FINDINGS

I find that it is in the public interest to approve Enbridge Gas's application for approval of a franchise agreement with the Township of Ryerson, and for a certificate covering the entirety of the Township. I find in this instance that allowing the certificate to cover the entire municipality is an efficient means of facilitating connections where and when needed and does not preclude other potential natural gas distributors from seeking to serve the same municipality in future. The Natural Gas Facilities Handbook notes that that OEB may amend an existing certificate to remove authorization to serve a specific geographic area and grant that authorization to another person, if public convenience and necessity require that such authorization be given. In so doing, the OEB would seek to ensure that the two certificates would cover mutually exclusive areas.

Enbridge Gas filed a complete application and provided notice of the hearing in the manner instructed by the OEB. I note that no party intervened or otherwise objected to the application.

The proposed municipal franchise agreement is in the form of the Model Franchise Agreement, with no amendments, and is for a term of twenty years. A certificate, attached as Schedule C to this Decision and Order, is granted to Enbridge Gas for the Township of Ryerson. I note that there are no other natural gas distributors within the certificate area.

Enbridge Gas noted that it does not currently hold a certificate for the Township of Armour despite the fact that it currently services 44 customers in that township. Enbridge Gas filed an application with the OEB for a new Certificate of Public Convenience and Necessity on July 23, 2024. The OEB expects to process this application in the normal course.

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## 5 ORDER

### IT IS ORDERED THAT:

1. The terms and conditions upon which, and the period for which, the Township of Ryerson is, by by-law, to grant to Enbridge Gas Inc. the right to construct and operate works for the distribution, transmission and storage of natural gas, and the right to extend and add to the works, in the municipality, as set out in the municipal franchise agreement attached as Schedule A, are approved. A current map of the Township of Ryerson is attached as Schedule B.
2. The assent of the municipal electors to the by-law is not necessary.
3. A certificate of public convenience and necessity, attached as Schedule C, is granted to Enbridge Gas Inc. to construct works or supply natural gas in the Township of Ryerson.
4. Enbridge Gas Inc. shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

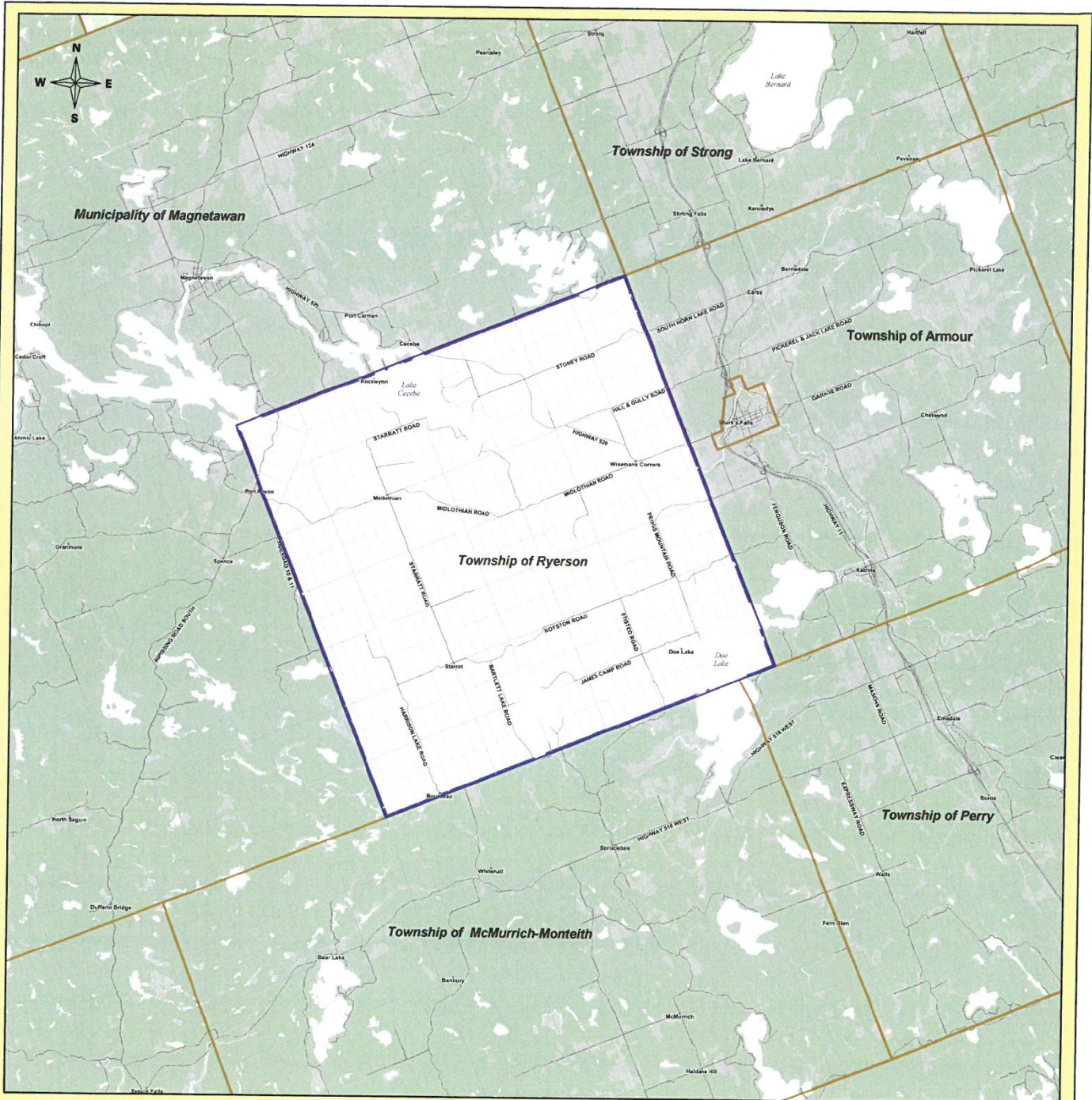
**DATED** July 30, 2024

### ONTARIO ENERGY BOARD

Theodore Antonopoulos  
Digitally signed by Theodore Antonopoulos  
Date: 2024.07.30 15:01:03 -04'00'

Theodore Antonopoulos  
Vice President  
Major Applications

**SCHEDULE A**  
**MUNICIPAL FRANCHISE AGREEMENT**  
**ENBRIDGE GAS INC.**  
**EB-2024-0143**  
**JULY 30, 2024**



### Township of Ryerson

- Legend**
- Township of Ryerson
  - Municipal and Township Boundaries
  - Roads
  - Railways
  - First Nation Boundaries
  - Wooded Areas

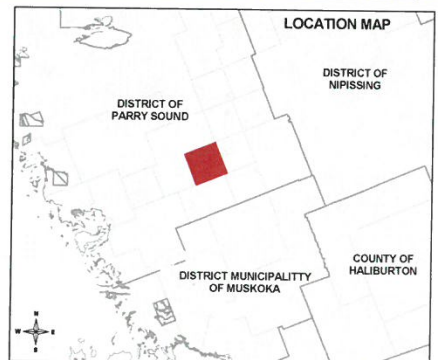


**Disclaimer:**

Enbridge Gas Inc.  
 The map is provided with no warranty express or implied and is subject to change at any time. Any Person using the Map shall do so at its own Risk and the Map is not intended in any way As a tool to locate underground infrastructure for the purposes of excavation.



MA3686



**SCHEDULE B**  
**MAP OF THE TOWNSHIP OF RYERSON**  
**ENBRIDGE GAS INC.**  
**EB-2024-0143**  
**JULY 30, 2024**

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this            day of            , 2024

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.



## **Part II - Rights Granted**

### **2. To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

### **3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### **4. Duration of Agreement and Renewal Procedures**

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### Part III – Conditions

#### 5. Approval of Construction

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.

- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

**6. As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

**7. Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

**8. Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

**9. Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

**10. Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

## 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

## 12. Pipeline Relocation

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

**16. Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

**17. Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

**18. Other Conditions**

None.

**19. Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

Per:

\_\_\_\_\_  
George Sterling, Mayor

Per:

\_\_\_\_\_  
Brayden Robinson, CAO / Treasurer

**ENBRIDGE GAS INC.**

Per:

\_\_\_\_\_  
Mark Kitchen, Director, Regulatory Affairs

Per:

\_\_\_\_\_  
Nicole Lehto, Director, Regional Operations



**SCHEDULE C**  
**CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**  
**ENBRIDGE GAS INC.**  
**EB-2024-0143**  
**JULY 30, 2024**

**EB-2024-0143**

## **Certificate of Public Convenience and Necessity**

The Ontario Energy Board grants

### **Enbridge Gas Inc.**

approval under section 8 of the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, as amended, to construct works to supply natural gas in the

### **Township of Ryerson**

as it is constituted on the date of this Decision and Order.


**DATED** at July 30, 2024

**ONTARIO ENERGY BOARD**

Theodore  
Antonopoulos

Digitally signed by  
Theodore Antonopoulos  
Date: 2024.07.30  
15:01:56 -04'00'

Theodore Antonopoulos  
Vice President  
Major Applications

	<h2>Staff Report</h2>
To:	Ryerson Township Council
From:	CAO/Treasurer Brayden Robinson
Date of Meeting:	August 13, 2024
Report Title:	Bartlett Lake Culvert Replacement
Report Date:	July 24, 2024

**Recommendation:**

That Ryerson Township Council commits to budgeting for its share of the joint Bartlett Lake Road culvert replacement project in the 2025 fiscal year.

**Purpose/Background:**

The Townships of Ryerson and McMurrich/Monteith share a structural culvert on Bartlett Lake Road, slightly west of Old Rainy Lake Road. The 2023 OSIM inspection noted significant corrosion and deformation of the structure, and recommended immediate replacement. The structure was last replaced in 1983.

The engineering design and preparation work was added as a component of the 2024 budget, the costs of which are to be shared evenly by each municipality. Staff of both Townships are asking their respective Councils to commit to budgeting for the replacement component in 2025.

Per the 2023 OSIM inspection, the total replacement cost was estimated to be \$241,000, making Ryerson’s share \$120,500. Ryerson will have sufficient OCIF grant funding available to support this project.

Council for the Township of McMurrich/Monteith committed to this project at their July 16, 2024 meeting.



Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8  
Tel: 705 945-6700 or 1 800 461-8329 [info@nohfc.ca](mailto:info@nohfc.ca)



Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8  
Tél: 705 945-6700 ou 1 800 461-8329 [info@sgfpno.ca](mailto:info@sgfpno.ca)

NOHFC File No: 7520333

August 14, 2024

Brayden Robinson  
Chief Administrative Officer / Treasurer  
The Corporation of the Township of Ryerson  
28 Midlothian Road  
Burk's Falls ON P0A 1C0

Dear Brayden Robinson:

This is further to your application requesting funding from the Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program – Enhance Your Community stream toward the *BFD* Fire Hall project.


The NOHFC has determined that your project is potentially eligible and will proceed for further review and evaluation. Please note that although your application is proceeding, it does not mean that it will be approved for funding. The NOHFC's programs are non-entitlement, discretionary programs and not all projects meeting the program eligibility criteria will be approved.

You will be required to submit a more detailed proposal for your project, including supporting documentation, within 60 days from the receipt of this letter. Please note that the NOHFC requires applicants to follow a fair and transparent selection process when selecting vendors or contractors. In addition, costs associated with permits and licenses are not eligible costs under NOHFC program guidelines. Also, certain procurement and general requirements costs may be ineligible, depending on the service being provided, this will be determined during the evaluation process.

To assist you, your application has been assigned to Melissa Gainer, Sudbury / North Bay Area Team Manager with the Ministry of Northern Development - Regional Economic Development Branch. Within five (5) business days of this letter, a Northern Development Advisor on their team will be assigned to support you in the development of your detailed project proposal. In the interim, you can reach Melissa Gainer at 705-690-6075 or [Melissa.Gainer@ontario.ca](mailto:Melissa.Gainer@ontario.ca) should you have any questions.

Sincerely,

Scott Kunas  
Manager, Program Services

	<b>Staff Report</b>
To:	Ryerson Township Council
From:	CAO/Treasurer Brayden Robinson
Date of Meeting:	September 10, 2024
Report Title:	CEMC
Report Date:	September 4, 2024

**Recommendation:**

That staff be directed to bring forward a draft shared services agreement with the Township of Armour for CEMC services to the next regular meeting.

**Purpose/Background:**

Since 2019, the Township of Ryerson has used Greg Rutledge to provide CEMC services to our community through a joint agreement with the Village of Burks Falls. Earlier this year, the Township received notification that he was retiring from this position.

Staff have explored several options for replacement, including using a retired former employee, a member of the volunteer fire department, and a broader regional partnership involving the Township of Armour.

Attached is a copy of a draft agreement prepared by the Township of Armour for these services for a similar partnership with the Township of McMurrich-Monteith. Armour has estimated that, with four partners involved, the total annual expenditure to Ryerson would be approximately \$4,725. Note that this is similar to the \$5,000 annual expenditure paid through a similar, four-municipality agreement in the South River/Sundridge area.

Staff are seeking direction from Council to move forward with negotiating an agreement with the Township of Armour for CEMC services. If approved, a draft agreement will be brought forward to the next regular meeting for adoption.

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

**BY-LAW #\_\_-2024**

**Being a by-law to enter into an agreement for the services  
of a Community Emergency Management Coordinator**

**WHEREAS** *The Emergency Management and Civil Protection Act (EMCPA)* requires that all municipalities in Ontario maintain a timely, effective and fiscally responsible Emergency Management Plan with a focus upon continuous improvement of the functionality and responsiveness;

**AND WHEREAS** the Council of the Corporation of the Township of Armour agrees to share the service of the Community Emergency Management Coordinator (CEMC) with the Township of McMurrich/Monteith;

**NOW THEREFORE** the Council of The Municipal Corporation of the Township of Armour enacts as follows:

1. That the Agreement attached hereto as Appendix "A" between The Municipal Corporation of the Township of Armour and the Township of McMurrich/Monteith be entered into by the municipality.
2. That the Mayor and the Clerk be authorized to execute all documentation necessary to fulfil the Agreement.
3. That the Agreement entered into between The Municipal Corporation of the Township of Armour and the Township of McMurrich/Monteith is hereby ratified and confirmed, when signed by all parties.
4. That the Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
5. That this By-law shall come into full force and effect upon final passage.
6. That this By-law may be cited as the "CEMC Service Agreement By-law".

Read in its entirety, approved, signed  
and the seal of the Corporation affixed  
thereto and finally passed in open  
Council this \_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
Rod Ward, Mayor

\_\_\_\_\_  
John Theriault, Clerk

Appendix "A"  
By-Law # -2024 – Page 1 of 4

**SERVICE AGREEMENT**

**BETWEEN**

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

**AND**

**THE TOWNSHIP OF MCMURRICH/MONTEITH**

**WHEREAS** the Township of Armour employs a Community Emergency Management Coordinator to provide services as described in the job descriptions attached as Schedule "A" to this by-law;

**AND WHEREAS** the Township of Armour agrees to share the services of its Community Emergency Management Coordinator with the Township of McMurrich/Monteith;

**AND WHEREAS** the Township of Armour and the Township of McMurrich/Monteith agree that the Community Emergency Management Coordinator shall be an employee of the Township of Armour;

**AND WHEREAS** the Township of McMurrich/Monteith agrees to pay the Township of Armour for the costs involved in retaining the services of the Community Emergency Management Coordinator, as per the terms of this agreement;

**NOW THEREFORE** the Township of Armour and the Township of McMurrich/Monteith agree as follows:

1. THAT the Township of McMurrich/Monteith shall use the services of the Community Emergency Management Coordinator during the term of this agreement. Every effort shall be made to ensure the availability of the Community Emergency Management Coordinator, but it is recognized that the hours must remain flexible.
2. THAT the Township of McMurrich/Monteith shall pay the Township of Armour the current rate at which the Township of Armour is remunerating their Community Emergency Management Coordinator plus a 40% premium to cover the cost of benefits and vacation time, plus HST.
3. THAT the Township of McMurrich/Monteith shall pay for any mileage incurred by the Community Emergency Management Coordinator while working for their municipality, at a rate listed in Schedule B of this agreement. Mileage billed shall be based on the mileage log of the Community Emergency Management Coordinator. Mileage shall be applicable from the Community Emergency Management Coordinator's departure from the Township of Armour's municipal office at 56 Ontario Street, Burk's Falls, Ontario.
4. THAT the Township of McMurrich/Monteith agrees to share any other costs which may be generated by the Community Emergency Management Coordinator position on the same percentage basis as the number of hours the Community Emergency Management Coordinator does for the Township of McMurrich/ Monteith.
5. THAT the Township of Armour shall invoice the Township of McMurrich/Monteith based on an average of 200 hours per year divided equally between the number of municipalities using the Community Emergency Management Coordinator.
6. THAT the Township of McMurrich/Monteith agrees to provide whatever administrative assistance is required in their respective office and will be responsible to provide office supplies required by the Community Emergency Management Coordinator while working on their behalf.

**Appendix "A"**  
**By-Law # -2024 - Page 2 of 4**

7. THAT in the event of prosecution by or against a Community Emergency Management Coordinator in the territorial jurisdiction of the each of the parties, each party shall be responsible for any costs arising from such legal proceedings, as well as legal representation of their own choosing.
8. THAT the Township of McMurrich/Monteith agrees to maintain an insurance policy to and covering the Community Emergency Management Coordinator and their related performance or non-performance of services, within its jurisdiction, for the entire term of this agreement. Proof of such insurance policy must be forwarded to the Township of Armour.
9. THAT the Township of McMurrich/Monteith agrees on behalf of themselves, their successors and assigns, to indemnify and save harmless the Township of Armour, its servants and agents from and against any actions, causes of actions, damages, suits, claims and demands whatsoever which may arise, either directly or indirectly, out of the performance or non-performance of the services provided herein and in connection with the carrying out of the provisions of the agreement.
10. THAT any dispute arising from the administration of this agreement shall be resolved by the Clerk of the Township of Armour. If the decision of the Clerk is not satisfactory to one of the parties, the matter can be referred to the Council of the Township of Armour.
11. THAT this agreement shall be in place from \_\_\_\_\_, 2024 to \_\_\_\_\_. Thereafter, it may be renewed by the parties on whatever mutually acceptable basis is determined.
12. Any party may cancel their participation in this agreement by serving the other parties, written notice of their intention, ninety (90) days in advance of the date of termination.
13. This agreement constitutes the entire agreement between the parties.

**IN WITNESS THEREOF THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.**

Dated at the Township of Armour

\_\_\_\_\_  
MAYOR

this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
CLERK

**IN WITNESS THEREOF THE TOWNSHIP OF MCMURRICH/MONTEITH HAS HEREUNTO AFFIXED ITS CORPORATE SEAL ATTESTED BY THE HAND OF ITS PROPER SIGNING OFFICERS.**

Dated at the Township of McMurrich/Monteith

\_\_\_\_\_  
MAYOR

this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
CLERK



**Appendix "A"**  
**By-Law # -2024 – Page 3 of 4**

**Schedule "A" – CEMC Agreement – Page 1 of 1**

**Duties**

**Key Responsibilities**

Coordinate with the municipality to ensure all provincial documentation, including but not limited to, Emergency Management Committee agendas and minutes, critical infrastructure information, emergency response plans, exercise development, exercise reports, training records, are completed on an annual basis.

Update/maintain the Hazard Identification and Risk Assessments (HIRA).

Maintain all supplies and documentation in the primary and alternate Municipal Emergency Operation Centers.

Develop, deliver and participate in emergency management training opportunities for Municipal Emergency Control Group and support staff.

Conduct annual emergency notification exercises for the members of the agreement.

Develop and deliver annual municipal public awareness/education programs, including but not limited to, Emergency Preparedness Week, as approved and ensuring the public education information is distributed through the member municipalities website and social media.

Maintain the critical infrastructure lists in a suitable format for reporting to the Province and the GIS information system.

Coordinate with member municipalities to ensure that the GIS information is maintained and available for use during emergency management exercises and in response to an emergency.

Assist with the formulation of reports for the member municipalities, as well as the development and delivery of presentations to stakeholders, partner agencies and the public about emergency management programs.

Maintain the documentation and contact information for the municipal members' Emergency Response Plans.

Develop, implement and maintain the municipal members' Continuity of Operations Plan and program.

Assist with other emergency management duties as assigned, which may include, but not be limited to, hazard specific response plans or participating in Committees and working groups involved with the member municipality.

Assist with the development of safety plans for community events and be prepared to advise of cancellation should an emergency occur or in the perceived perception of an emergency.

**Appendix "A"**  
**By-Law # -2024 – Page 4 of 4**

**Schedule "B" – CEMC Agreement – Page 1 of 1**

**MILEAGE RATE POLICY**

The rate of reimbursement of mileage expenses shall be as follows:

1. The base rate for reimbursement of mileage, as of the date of approval of this policy, shall be \$0.54 per kilometre and shall be for the price of gasoline ranging from \$0.00 to \$1.39 per litre.
2. For the purpose of this policy, the price of gasoline per litre shall be the rate at the Shell Station located in Burk's Falls, and shall be used on the first day of each and every month.
3. Increases from the \$0.54 base rate shall be based on a \$0.02 increase in the rate per kilometre for each \$0.10 increments that gasoline prices increase, as per the schedule below. The minimum rate shall not be below the rate of \$0.54 per kilometre unless approved by resolution by Council.

Examples:

<b>PRICE OF GASOLINE PER LITRE</b>	<b>RATE PER KILOMETRE</b>
From \$0.00 to \$1.39	\$0.54
From \$1.40 to \$1.49	\$0.56
From \$1.50 to \$1.59	\$0.58
From \$1.60 to \$1.69	\$0.60
From \$1.70 to \$1.79	\$0.62
From \$1.80 to \$1.89	\$0.64
From \$1.90 to \$1.99	\$0.66
From \$2.00 to \$2.09	\$0.68
From \$2.10 to \$2.19	\$0.70
From \$2.20 to \$2.29	\$0.72
From \$2.30 to \$2.39	\$0.74
From \$2.40 to \$2.49	\$0.76
From \$2.50 to \$2.59	\$0.78
From \$2.60 to \$2.69	\$0.80
From \$2.70 to \$2.79	\$0.82
From \$2.80 to \$2.89	\$0.84
From \$2.90 to \$2.99	\$0.86
From \$3.00 to \$3.09	\$0.88



# Township of Perry

PO Box 70, 1695 Emsdale Road, Emsdale, ON POA 1J0

PHONE: (705)636-5941

FAX: (705)636-5759

[www.townshipofperry.ca](http://www.townshipofperry.ca)

## Report to Council

DATE: September 4, 2024  
TO: Members of Council  
FROM: Kim Seguin, Treasurer  
RE: Regional Live Fire Burn Unit

---

### RECOMMENDATION

The (Municipality) \_\_\_\_\_ supports moving forward with the Live Fire Burn Unit and the 2024 commitment of \$20,000 for \_\_\_\_\_ Fire Department.

And further that (Municipality) \_\_\_\_\_ supports the additional cost of \$76,211.69 split between the five departments for a share each of \$15,242.34 for the project to be completed.

### OVERVIEW

In 2021 when the Ontario Fire College closed down in Gravenhurst the South Almaguin Fire Chiefs and Training Officer Gary Courtice have been investigating building a live fire training building for the 5 stations.

The Township of Perry supported the Live Fire Burn unit to be placed on Township of Perry lands behind the Fire hall at 64 Old Government Road.

In March of 2021 the Fire Chiefs received a quote in the amount of \$350,000 for a Live Burn Unit. A request came forward in August 2021 that each Fire Department place in their 2022 budget \$70,000 for the purchase and construction of the facility.

The amount was not supported by all Fire Departments and the Fire Chiefs have continued to investigate costs and looking into funding opportunities.

An estimated cost of \$100,000 was brought forward to be included in the 2024 budgets of the 5 departments. The plan was to build the Live fire training unit in stages with the base unit now and the send level in the future. However, the Chiefs have negotiated with JFB Enterprises to obtain the unit at cost for a portion of the unit as it was built for another Department but not finalized.

At the August 22, 2024 Regional Fire Service Committee meeting a new quote was brought forward for the facility. The total costs being \$173,164 plus applicable taxes, which is broken down as \$149,000 for the burn unit and \$24,164 for the 24'x48' cement pad. Total estimated cost with non refundable tax is \$176,211.69.

The members of the Regional Fire Service Committee support the Live Fire Burn Unit

moving forward in 2024 and realize the importance of this type of training for our department members.

The five departments have committed within in their 2024 budget \$20,000 to move forward with the Live Fire Unit. The Regional Fire Service Committee is recommending to all municipalities of the 5 departments to support the additional cost of \$73,164 plus applicable taxes to complete the whole building as costs will only escalate if the additional unit is added on in the future.

The additional cost for each department will be \$15,242.34 when calculating in the non-refundable tax component on the complete build.

It is requested that each municipality provide a supporting resolution to cover their Fire Departments additional share and forward to the Township of Perry who will be the lead administer the building project.

**Attachments**

Quote from JFB Enterprises (Live Fire Burn Unit)

Quote from Alex Archer (Concrete pad)

# ***JFB Enterprises***

2198 Council Ring Road  
Mississauga  
Ontario L5L 1B7  
Toll free 1 866 876-0014  
[www.flashoversystems.com](http://www.flashoversystems.com)  
[www.phoenixfiretiles.com](http://www.phoenixfiretiles.com)  
Duns# 203212113  
NCAGE: L07N4

## **Southeast Almaguin Fire Department**

**Attn: Mr. Gary Courtice**  
**Training Division**

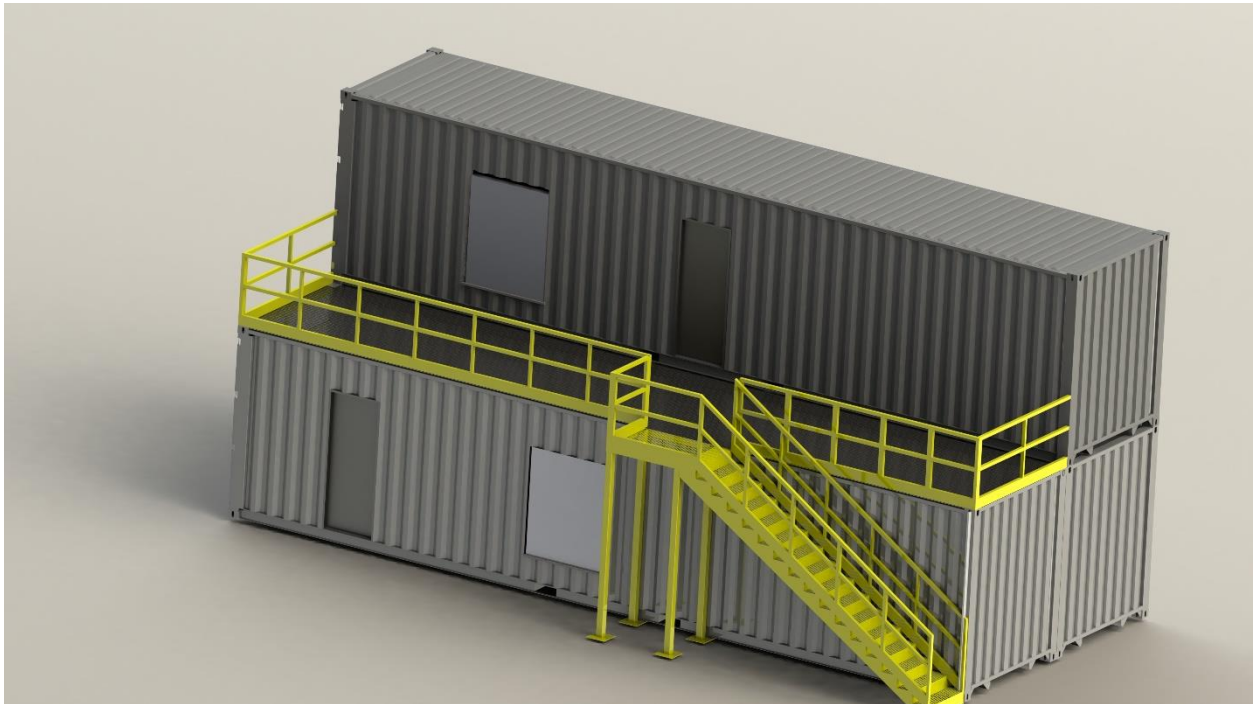
**Date: 27<sup>th</sup> Aug 2024**

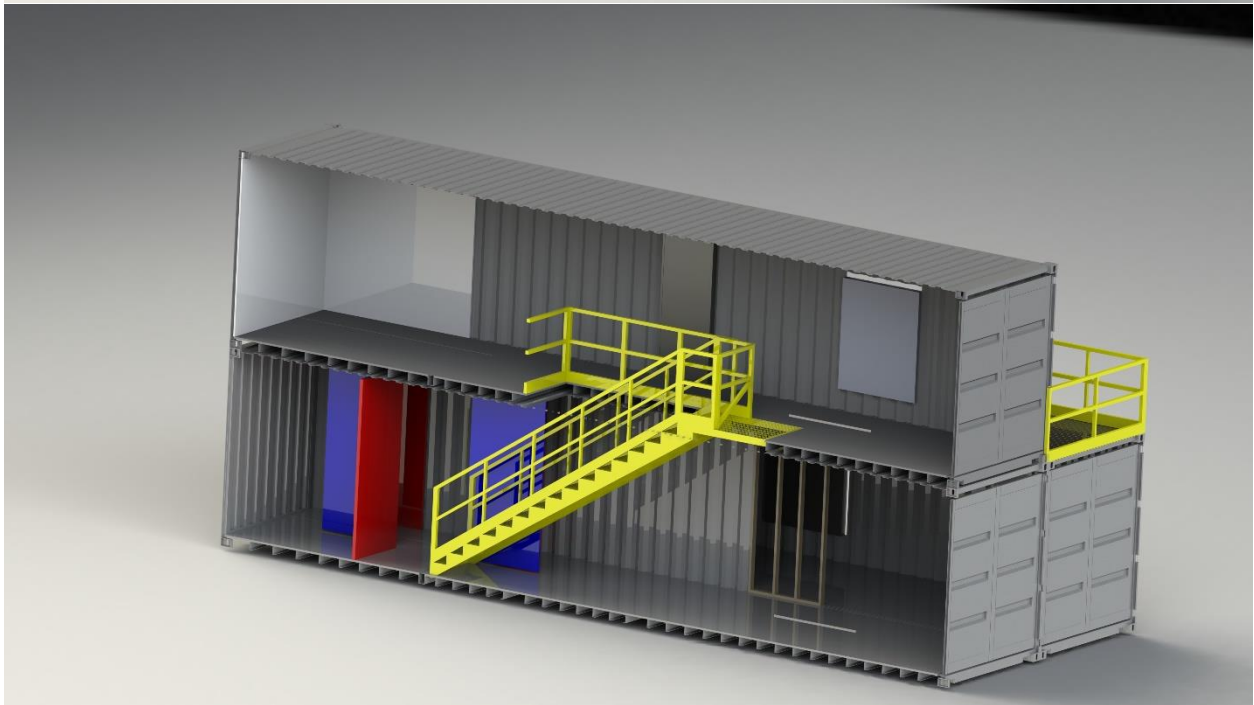
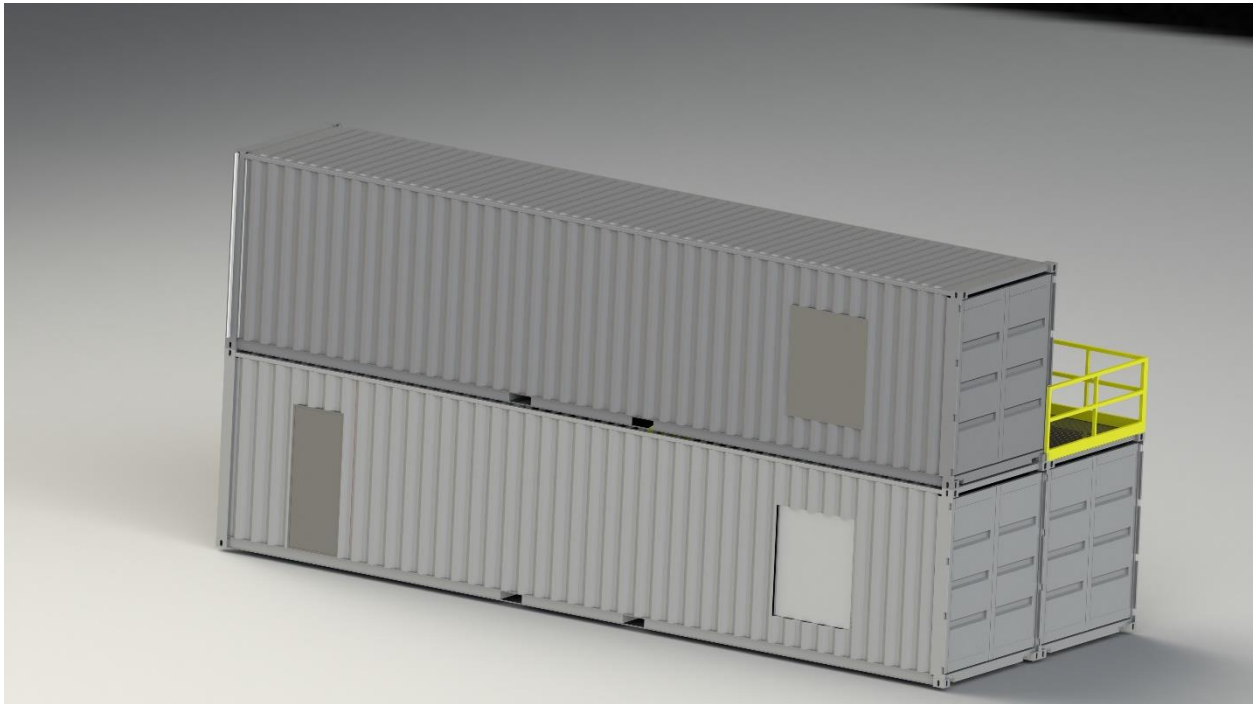
Hello Gary, further to our recent discussions regarding a containerized Class "A" burn structure, please see the following proposal and scope of work

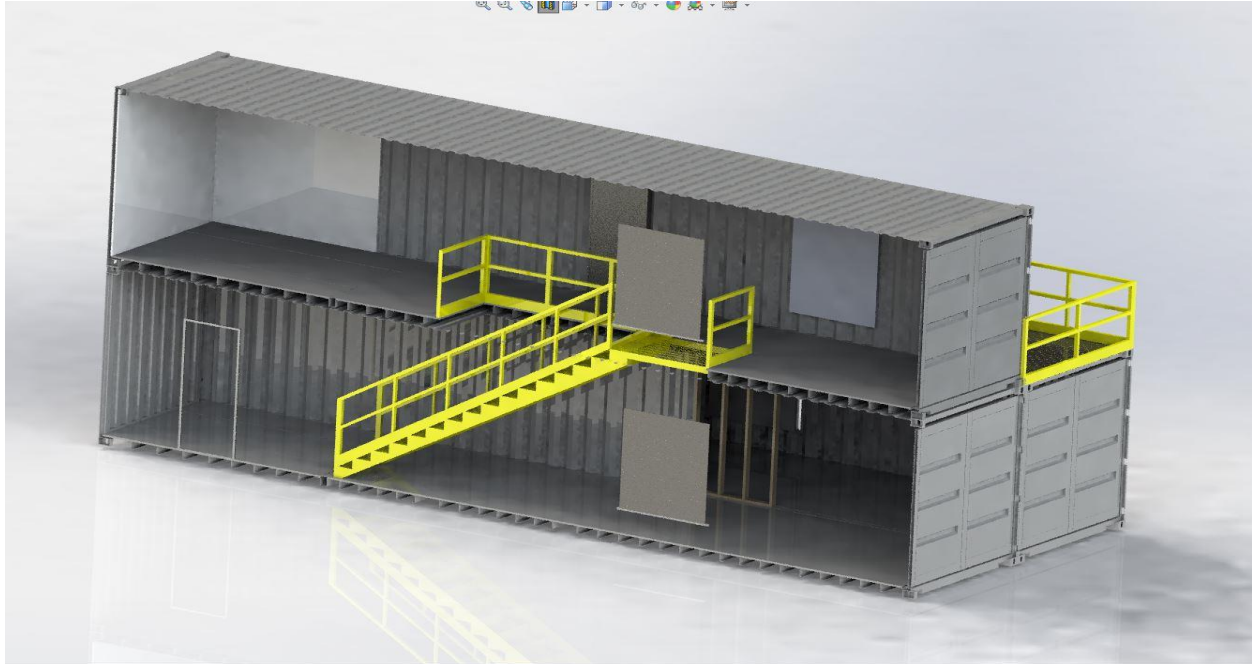
### **Scope of Work**

- To provide and install a 3 X 40ft container structure, modified and set up to facilitate live fire training for the Southeast Almaguin Fire Dept. User to provide a suitable foundation
- The container structure will be comprised of three "Good used" 40ft ISO shipping containers, set up with 2 X 40ft containers on the ground level and 1 X 40ft on the 2<sup>nd</sup> level.
- The two ground containers will be joined and have walk-thru openings to allow unrestricted travel between the two containers. Brackets to allow installation of a "wall breach" prop will be included.
- One lower level container will have a 10ft long insulated burn area, lined with Phoenix Fire Tiles and the floor lined with paving stones.
- One lower level container will have an interior stairs to provide access to the 2<sup>nd</sup> level container. The lower level containers will have an exterior "HMC" entry door and fabricated steel window shutters.
- A 20ft long non-slip "walk-on" roof section will be installed on top of the single 40ft. This roof section will be protected by railings. Access to the walk-on roof will be via a fabricated heavy duty, exterior stairs and 4ft X4ft platform.

- A 20ft fabricated roof chop-out training prop will be attached to the other end of the single container. This roof prop will allow for roof ventilation exercises using two different roof pitch angles. The roof prop has brackets installed to allow the user to secure wooden roof trusses and roof sheeting. The exterior edge of the roof prop is protected by handrails and chains.
- The 2<sup>nd</sup> storey container will have a 10ft long, steel insulated burn area, lined with a firebrick floor.
- The interior stairs opening is protected by handrails.
- An exterior door will allow access to the walk on roof.
- A steel fabricated heavy duty, 36"X36", window shutter will be installed close to the Burn room area.
- The window will be equipped with an anchor point to allow for tethering during "Ladder bail-out" training.







Please note that pictures and concept drawings are only shown for illustrative purposes and to provide a general layout. All the equipment as shown, is not included in this proposal. Please refer to the “Scope of Work” for clarification.

**Cost proposal**

**3 Container structure: \$100,000.00**

**Roof prop: \$5,000.00**

**Interior steel stairs: \$7,000.00**

**Exterior steel stairs: \$10,000.00**

**1<sup>st</sup> Level tiled burn room: \$20,000.00 (10 year warranty)**

**Delivery, crane hire and set up: \$7,000.00**

**Terms: 50% pre-pay at time of order, Balance 15 days after delivery and set up.  
Proposal and pricing is valid for 30 days.**

Thank you for the opportunity to provide this proposal, I look forward to answering any questions you might have.

Yours sincerely,

*John Butler*

Date: 26<sup>th</sup> Aug 2024



**Quote #1**

# Alex Archer

91 Doe Lake Road  
 Katrine P0A1LO  
 705-571-1018 Alex |

**DATE****BILL TO**

NAME | COMPANY  
 ADDRESS  
 CITY, ST ZIP CODE  
 PHONE

**FOR**

Concrete slab form, place, and finish  
 24'x48'.

**Details****AMOUNT**

Form, pour and finish slab on grade @ \$7.00/SQFT	\$8,064.00
15M Rebar 30 pieces @ \$30.00/pc	\$900.00
Wire mesh 50 pieces @ \$25.00/pc	\$1,250.00
building material	\$2,200.00
Concrete pump 6 hours@ \$275/hr	\$1,650.00
2 Labourers @ \$50.00/HR for 20 hours	\$2,000.00
concrete @ \$300/metre	\$8,100.00

SUBTOTAL \$24,164.00

TAX RATE

OTHER \$0.00

TOTAL \$24,164.00

The above total does not include tax,

If you have any questions concerning this quote, use the following contact information:

Alex Archer, 705-571-1018, alex-archer-92@hotmail.com

**THANK YOU FOR YOUR BUSINESS!**

**Southeast Almaguin Highlands Regional Fire Services Committee  
(RFSC)**

**MINUTES**

**Thursday, August 22, 2024**

Perry Township Council Chambers  
(Sign-in sheet attached)

**1. Call to Order**

Mayor Norm Hofstetter opened the meeting at 7:00 p.m.

**2. Minutes**

**Resolution No. 2024-01**

**Moved by: Rod Ward**

**Seconded by: Paul Schaefer**

***Be it resolved that*** the Regional Fire Services Committee hereby approves the Thursday, April 11, 2024 Minutes as presented.

**Carried**

**3. Terms of Reference**

**Resolution No. 2024-02**

**Moved by: Vicky Roeder-Martin**

**Seconded by: Joe Readman**

***Be it resolved that*** the Regional Fire Services Committee hereby approves the 'draft' Terms of Reference as amended and hereby directs that they be submitted to all 7 Councils' for final approval.

**Carried**

**4. Live Fire Unit Building**

The Fire Chiefs, together with the Regional Training Officer, provided details on the Live Fire Unit and noted that the costs have increased on the Live Fire Unit since it was originally discussed. There is a company that can provide a 2-storey building with 2 burn units included inside of it. The total cost of the unit, including the concrete pad, metal stairs and railings is \$170,000.

The 7 Councils had previously supported by resolutions that \$100,000 be invested into the Live Fire Unit, being \$20,000 per fire station, therefore an additional \$70,000 will be required.

The RFSC realizes the importance of having this Live Fire Unit for regular training and the opportunities that it will provide for recruitment and retention within the 5 stations.

It is possible that the Live Fire Unit can be completed in 2024.

It has been suggested that the RFSC apply as a group for the Hydro One Energizing Communities Grant for funding for the Live Fire Unit. Fire Chiefs have applied in past with no success, but as a group it may be successful.

As per previous discussions, the Live Fire Unit will be placed behind the Perry Township Fire Department, therefore Gary Courtice will send the drawings and quote to Perry Township Staff for follow up, with correspondence to be circulated to the other municipalities by Perry Staff.

Perry Public Works will assist in preparation of the site for the unit.

**Resolution No. 2024-03**

**Moved by: Mike Rickward**

**Seconded by: Dan Robinson**

***Be it resolved that*** the Regional Fire Services Committee hereby approve the initial costs of \$100,000 for the live burn unit, based on the previous support of all 7 municipalities.

**Carried**

**Resolution No. 2024-04**

**Moved by: Rod Ward**

**Seconded by: Mike Rickward**

***Be it resolved that*** the Regional Fire Services Committee hereby recommend that all 7 municipalities consider investing an additional \$70,000 split between 5 fire stations.

**Carried**

**5. Updates on Recruitment and Retention**

The Department is gearing up for a January Recruit Class for all 5 stations.

A new brochure has been made that includes all 5 Stations and is being circulated at area events, businesses and through Township circulation to new residents, etc. There is also a QR code on the brochure to simplify access to applications and other important information.

Greater than 70% of the firefighters within the 5 stations are certified.

There was a brief discussion on recruitment specialists or if ACED could play a part in the recruitment process.

Between the 5 stations, over 1,000 calls are managed per year, with each station having approximately 200-250 calls. With the required training and certifications and the number of calls per year each firefighter must attend, it has become more than a 'volunteer' position today compared to 20 years ago.

Kearney Fire Station plans to include recruitment information when doing their door-to-door smoke alarm program this fall. Other stations will also be doing this.

### **Shared Equipment**

The Chair enquired how the existing shared equipment is being maintained or what is in place for future replacement purchases, specifically with the Rapid Deployment Equipment. The Fire Chiefs explained that there is no real life span on this equipment and that it is constantly being maintained and repaired when needed. This was one of the first group purchases and it was suggested by the Chair that the RFSC consider in future bringing forward the purchase of an additional RDE, and using the older one for training only.

The 5 stations share a Rehabilitation Trailer. This trailer is set up on scene for firefighters to get out of the environment in order to rest, hydrate, have their vitals checked, etc. This provides for a safe shelter with chairs, A/C, heating and generator.

The rehabilitation trailer will be at the Drag Races this weekend at the Emsdale Airport should anyone wish to view it.

### **Other Business**

The Chair asked if there was an interest in Fire Hall tours so that the RFSC is familiar with all of the stations. This was welcomed and will be organized in the future.

A warm welcome was given to April Stockfish who is the new Deputy Fire Chief / Fire Prevention Officer in the Township of Perry.

The Fire Chiefs are very pleased with the progress that is being made. They continue to work together as one Fire Department with 5 Stations. If attending scenes, one would not be able to determine which station each firefighter was from.

### **Next Meeting**

The next meeting is scheduled for Thursday, November 21, 2024 at 7:00 pm in the Perry Council Chambers.

Regional Fire Services Committee Meeting Minutes  
Thursday, August 22, 2024

Page 4

**Adjourn**

The meeting adjourned at 8:00 p.m.

Dated this 21<sup>st</sup> day of November, 2024.

---

Norm Hofstetter, *Chair*

DRAFT

# Regional Fire Services Meeting

Thursday, August 22, 2024

7:00 p.m.

## Sign-in Sheet

Please Print Name Below:

1. John Theriault, Arnaud
2. Cheryl Marshall m/w
3. Bryan Robinson
4. Rod Waco Arnaud
5. Sam Eardman
6. Dan Marshall
7. Derek Young
8. Dan Robertson
9. Vicky Roeder-Martini
10. Paul Sowrey
11. CR Hope
12. Mike Hutzend
13. Paul Schak
14. Gary Coativa
15. Beth Morton
16. Norm Hofstetter
17. April Stockfish
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_

## **The Southeast Almaguin Highlands Regional Fire Services Committee (RFSC)**

### **Terms of Reference**

#### **Background**

Representatives from seven municipalities in the South Almaguin Highlands desire to discuss their mutual interest in the exploration of a Regional Fire Department. This Regional Fire Department would strengthen the partnership formed through the development and provision of the Regional Fire Training Officer program and working collaboratively to improve service delivery and the prevention of injury and damage caused by fire. The seven municipal Councils have agreed to form a Committee to examine the need, benefit and potential structure of a Regional Fire Department. These Terms of Reference detail the role, structure and procedures to be followed by this Committee, hereinafter referred to as the Regional Fire Services Committee (RFSC).

#### **Vision**

The RFSC will improve the delivery of fire services for all member municipalities through a collaborative approach to finding service delivery efficiencies, with emphasis on the prevention of personal injury and damage caused by fire.

#### **Mission**

The RFSC will examine the current state of fire service delivery in the member municipalities, and from this data it will seek to develop and present a more efficient model of fire service delivery to the member municipalities.

#### **Structure**

The RFSC shall represent the interests of its seven member municipalities: Township of Perry, Town of Kearney, Township of McMurrich/Monteith, Township of Armour, Village of Burk's Falls, Township of Ryerson, and the Municipality of Magnetawan.

The RFSC shall be comprised of one member of council from each municipality and the Fire Chief from each municipal Fire Department. Each of these Committee members shall have voting rights, and a majority vote will be required to make recommendations. A quorum of 50% of members will be required to move recommendations forward. All recommendations will require a vote that is to be taken back to each member municipality Council for final approval.

The RFSC appoints Norm Hofstetter, Mayor of the Township of Perry, as Chair. The Chair shall have a vote and shall vote last. The Township of Perry staff will act as the Secretary for the RFSC.

Additional members may be invited to participate in the RFSC as required and will hold a non-voting advisory role. A standing invitation shall be extended to representatives from the Office of the Fire Marshall and Emergency Management (OFMEM) to act in this advisory capacity.

Meetings will be held on a quarterly basis on the at the Township of Perry Council Chambers.

## Approach

To achieve its mission, the RFSC will follow a six step process as defined below:

**Step 1: Getting Organized** – *formalize Terms of Reference*



**Step 2: Goal Setting** – *understand what each municipality hopes to achieve*



**Step 3: Current State** – *collect and analyze information on existing fire service delivery*



**Step 4: Scenarios for Improvement** – *develop options for improved service delivery*



**Step 5: Program Selection / Definition** – *select best option and define steps required to achieve*



**Step 6: Implement, Evaluate, Report** – *put the program into action and monitor its effectiveness*

## Deliverables

1. A written recommendation that details a method to improve the delivery of fire services in the South Almaguin Highlands, including a report on the current state of regional fire service delivery, description of scenarios considered, anticipated costs, and a timeline for implementation.



## **Resources**

The RFSC shall strive to perform all required work internally. However, the complexity of the project may require the services of a professional consultant. This requirement will be further defined if the need arises.

## **Timing and Cost**

Any RFSC costs associated will be determined and provided to member municipalities, to be payable on a 1/7 share by each municipality.



# CORPORATION OF THE TOWNSHIP OF ARMOUR

## RESOLUTION

Date: August 27, 2024

Motion # 230

That the Council of the Township of Armour requests that the Township of Ryerson include the total cost of building a new fire hall in their 2025 capital budget.

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

Carried / Defeated 3

**Declaration of Pecuniary Interest by:** \_\_\_\_\_

**Recorded vote requested by:** \_\_\_\_\_

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



### CORPORATION OF THE TOWNSHIP OF ARMOUR

#### RESOLUTION

**Date:** August 27, 2024

**Motion #** 231

That the Council of the Township of Armour requests that the Township of Ryerson include the cost of fireworks certification in their 2025 training budget.

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

Carried / Defeated RU

**Declaration of Pecuniary Interest by:** \_\_\_\_\_

**Recorded vote requested by:** \_\_\_\_\_

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



### CORPORATION OF THE TOWNSHIP OF ARMOUR

#### RESOLUTION

Date: August 27, 2024

Motion # 229

That the Council of the Township of Armour will support Site A of the Greystone Construction Concept Site Plan SP-0 as the property on which the new library will be built on the conditions that the engineering work is completed to assess costs of using this property as a building site and that the Council of the Township of Armour agrees that this cost is reasonable.

**Moved by:**

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

**Seconded by:**

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

Carried / Defeated \_\_\_\_\_ 

**Declaration of Pecuniary Interest by:** \_\_\_\_\_

**Recorded vote requested by:** \_\_\_\_\_

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



P.O. Box 463, Burk's Falls, Ontario P0A 1C0  
Phone: 705-571-3308  
Email: [info@burksfallsdistricthistoricalsociety.com](mailto:info@burksfallsdistricthistoricalsociety.com)  
[www.burksfallsdistricthistoricalsociety.com](http://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

September 4, 2024

**Re: Annual Halloween Party at the Burk's Falls Arena**

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Dear Council,

We are writing this letter to request support of the annual children's Halloween Party that is hosted on Halloween night at the arena by the Burk's Falls Lions Club, Branch 405 Royal Canadian Legion and the Burk's Falls & District Historical Society.

For well over 30 years, local children have attended the party and some parents use this location as a meeting place for their older children after a night of trick-or-treating. The party is a community tradition.

We are reaching out to the Councils of our local municipalities to request a donation to allow for the purchase of candies, treats, and decorations. We would appreciate a \$150-\$200 donation from you, but would be grateful to receive any financial support. We recognize that the Village of Burk's Falls allows for the use of the facility free of charge.

If you wish to donate, please make a cheque payable to the Burk's Falls Lions Club. A representative from the Lions Club or Historical Society will pick up the cheque from your office.

If anyone from Council is available on Thursday, October 31, 2024 to volunteer at the party, please contact me. We are seeking volunteers to manage game stations and to hand out candy to the children.

Thank you for your consideration of this request for a donation to a very worthwhile community event.

Sincerely,

Charlene Watt  
Deputy Treasurer & Secretary

On behalf of  
Burk's Falls Lions Club & Royal Canadian Legion – Branch 405, Burk's Falls



## TRI COUNCIL WASTE MANAGEMENT REPORT

August 8, 2023

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### BUDGET & FINANCIAL

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- Compaction Bin ordered – Refurbished bins cannot be located, ones located were valued at \$10,000. A new bin is valued at \$18,500. Demo bin secured for \$12,000. Waiting to hear if Metro Compactor will purchase the bin being replaced.
- First cardboard/boxboard load revenue received at \$90/Metric Ton.
  - 25.26mt = \$2,273.49
- Mixed Container revenue not as high as last two years but still there.
  - July 2023 - 58.99mt = \$2,818.92 vs July 2022 - 64.27mt = \$21,011.01

### NEW BUSINESS

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- Ministry of Labour, Immigration, Training and Skills Development (MLITSD) is currently engaged in the Material Handling Campaign to raise awareness of the hazards of material handling faced by workers in industrial establishments. MLITSD data from 2022 shows that there were 44 fatalities in the industrial program, an increase of 11 from 2021. Over 40% were due to crushing injuries (25%) or as a result of being struck by something (16%). Their goal is to raise awareness of key health and safety hazards in material handling and increase compliance with the OHSA and its regulations to prevent injuries and illnesses that could arise from unsafe work practices.
  - The inspector toured the facility and found no faults in our work practices, however there were concerns with the traffic flow and people walking in front of vehicles to get to other diversion areas. It should be noted that a resident that is injured on site may still be a reportable incident/accident.
  - The inspector was also concerned with the operation of a worker filling the water tank and suggested a guard rail to restrict a worker from an accidental fall. This project is already complete.

### ONGOING BUSINESS

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- Electronic Products Recycling Association (EPRA) reaching out to discuss expanding collection and diversion. EPRA currently manages our electronics and battery recycling, and would like to discuss options for bulbs and tubes, as well as paint. Meeting with EPRA Executive Director to review the expanded program on August 15<sup>th</sup>.
  - We currently pay Aevitas for shipping, recycling and disposal of the materials contained in the bulbs and tubes. Current landfill license does not allow for the collection/storage of paint products.



**TRI COUNCIL WASTE MANAGEMENT REPORT**  
**August 8, 2023**

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**BAG TALLY – GATE INFORMATION 2023**

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BAG TALLY	ARMOUR		BURKS FALLS	RYERSON		TOTAL OF ALL
January - July 2023	10,333	1,542	1,001	6,035	202	19,133
<b>2023 % OF TOTAL</b>	62.130%		5.237%	32.632%		100%
January – July 2022	10,776	1,361	1,083	6,215	110	19,545
<b>2022 % OF TOTAL</b>	62.098%		5.541%	32.361%		100%
January - July 2021	12,049	1,454	747	5,993	109	20,352
<b>2021 % OF TOTAL</b>	66.347%		3.670%	29.982%		100%



P.O. Box 463, Burk's Falls, Ontario P0A 1C0  
Phone: 705-571-3308  
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[www.burksfallsdistricthistoricalsociety.com](http://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**  
**Fell Homes, Burk's Falls**  
**Monday, July 17, 2023**

Members Present: Diane Brandt – President  
Nieves Guijarro – Vice-President  
Charlene Watt – Secretary  
Ryan Baptiste  
Kirk Du Guid  
Judy Ransome  
Jenny Hall  
Peter Hall  
Mike Quinton  
Krista Trulsen  
Kristoffer Trulsen-Hunt

The Members present constituted a quorum.

**Call to Order:**

The meeting was called to order at 7:08 p.m.  
Diane Brandt in the Chair.

**Welcome:**

Diane welcomed Members.

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

Acceptance and adoption of the June 19, 2023 Meeting Minutes as circulated: **Moved by Ryan Baptiste, Seconded by Jenny Hall. Carried**

**Treasurer's Report:**

Treasurer's / Financial Report presented by Diane Brandt. Main bank account balance was \$9,098.78 on June 30, 2023. The lottery account balance remains at \$65.00 but will have donations from the popcorn booth at Heritage Festival deposited to the account. Heritage Festival donations also included: \$2,258.60 from the front gate and \$491.10 from the Dunk-A-Politician dunk tank. **Motion to accept the Treasurer's report and pay the monthly invoices: Moved by Nieves Guijarro, Seconded by Ryan Baptiste. Carried**





P.O. Box 463, Burk's Falls, Ontario P0A 1C0  
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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:**

### **Heritage Festival Update:**

Charlene thanked and congratulated Members on a successful event. The venue change increased attendance and has impacted local businesses positively. Responses were received from visitors/participants on the event's success with appreciation of offering free admission and providing everyone an opportunity to participate. The event continues to promote a strong sense of community. Historical Society and Armour were supported by Agricultural Society, Village of Burk's Falls, Legion and businesses all over Almaguin in hosting the event. Largest contributors to the event outside of the Township were Jim Percy (car show), Sabina Hooper (705.Blackfly) Reg Garnett (Asylum Hotrods) and Karen Fraser (vendors market). The Southeast Almaguin Firefighters continued to host the annual Firefighter Challenge and to bring in a large crowd, provide EMS at the event, set up the music stage and provide attractions/cooling station for the crowd.

Estimated Attendance: 2,000 +.

Car Show: Registered 80 vehicles with over 120 in attendance on event day.

Vendors Market: 29 in 2022, 54 on the field plus 9 food vendors = 63 in 2023.

Firefighter Challenge: Kearney won 2023 Challenge.

Social Media: April – July event promoting reached approx. 39,093 people.

### **Wiseman's Corner Schoolhouse Update:**

Diane advised that the Heritage Centre has been cleaned and small display changes are being made. A display on Screaming Heads will be recreated. Mike Quinton will investigate Almaguin News archives and attempt to locate the August 27, 2008 Screaming Heads newspaper article that will need to be reprinted for the exhibit. Nieves will contact the Township of Ryerson to request a replacement Canadian flag at the schoolhouse. Members discussed volunteering at the Heritage Centre. Krista will volunteer on July 20, 22, 23, 27 and 29. Kirk will volunteer on August 19 and 26. The Centre will be open by chance on August 5 and 12. Mike will volunteer on September 2. Opening hours are 1:00 p.m. to 3:00 p.m. on Thursdays and 11:00 a.m. to 3:00 p.m. on Saturdays.

### **Watt Farm House Update:**

The summer student, Kristoffer, has been working on relabelling artifacts and to update accession records. The Knight Brothers display is nearly complete and will soon be on full display for the season. Betty Caldwell attended the Heritage Centre and was the first person to try out the new stairlift. Betty was able to view the bedroom that was dedicated to her on her 90<sup>th</sup> birthday in 2022.



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### **Correspondence:**

Members were informed of correspondence that was received after a visit by Jenny Watt-Dawson and ElleAura Watt. Jenny is Pearl's granddaughter. ElleAura is Pearl's great-granddaughter. ElleAura is the daughter of Trevor Watt. Jenny sent a package of receipts, tax bills, duplicate deed, telegram message, etc. The items date back to 1914.

### **General Business:**

#### **Amendment to the Historical Society's Constitution:**

A follow up motion was discussed by Members. Effective July 17, 2023, the Constitution will be amended to reflect:

#### **1) ARTICLE 9 - SECRETARY**

The exact wording to read as follows:

"A Deputy Treasurer will temporarily assume the Treasurer's duties when the latter is unable to perform them, continuing until the Treasurer is able to resume his/her duties or until a new Treasurer has been appointed. The Deputy Treasurer is not a member of Council."

#### **2) ARTICLE 10 – TREASURER**

The exact wording to read as follows:

"He/she shall take charge of all accounts against "THE BURK'S FALLS AND DISTRICT HISTORICAL SOCIETY" and see that the accounts are duly paid when the same have been passed for payment by the Committee. All cheques must be signed by at least any two (2) signatures which can be either the President, Vice-President, or Treasurer or Deputy Treasurer in any combination thereof. It is his or her responsibility to have proper accounts drawn up in a financial institution in Canada, named by the committee and that all monies, with the exception of petty cash, be deposited therein. All accounts exceeding twenty dollars (\$20.00) must be paid by cheque."

"The Treasurer has the authority of the committee to have access to any Accounts, Vouchers, Petty Cash and stock on hand or any records pertaining to the finances of the society at any time."

"He or she shall advice the committee of the monthly finances on the operation of the Society."



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"He or she shall also submit a detailed written financial statement for the fiscal year ended the last day of February. This statement to show revenues, expenditures and current bank balance, and shall be presented at the following meeting in March."

**Moved by Peter Hall, Seconded by Krista Trulsen. Carried**

Charlene Watt will hold the Officer positions of Secretary and Deputy Treasurer for 2023/2024.

**New Business:**

Members thanked Kirk Du Guid for donating two books he authored.

Kristoffer Trulsen-Hunt offered to demonstrate his metal detector to Members on the Watt Farm House property. Members were interested in the offer. Diane and Kristoffer will determine a date and time and bring back the topic at a future meeting.

**Adjournment:**

The next meeting will be held on Monday, August 21, 2023 at Fell Homes. There being no further business, **Jenny Hall moved to adjourn the meeting at 7:59 p.m.**

---

Recorded by  
Charlene Watt, Secretary &  
Deputy Treasurer

---

Approved by  
Diane Brandt, President



**705-382-2900**  
**[www.almaguin-health.org](http://www.almaguin-health.org)**

**Minutes:** August 8, 2024, 10:00 am presentation with Dean Jane Philpott via Zoom and at the Township of Perry Municipal Office

Present: Rod Ward (Chair), Delynne Patterson, Margaret Ann MacPhail, Chris Hope, Fraser Williamson (Vice Chair), Vicky Roeder-Martin, Tom Bryson, Jim Ronholm, Norm Hofstetter, Brad Kneller, Cheryl Phillip, Camille Barr (Secretary)

Guest: Isabel Pereira, Sandy Zurbrigg (Patient Family Caregiver Group), Rebecca Paul (ED AHFHT), Cheryl Harrison (CAO MAHC), Dr. Sarah McKinnon (SDFHT), Evelyn Brown (SDFHT), Courtney Metcalf (ACED), Dr. Cathy Jindal, Caitlin Haggart (Township of Strong), Bob MacPhail, Sherri Norman, Chris Campbell, Dr. Sheena Branigan (MAHC), Dr. Khaled Abdel-Rzek, Alasdair Smith (MAHC), Dr. John Simpson (MAHC), Bobbie Clark (MAHC), Wendy Whitwell (Township of Armour), John Wilson (Village of Burk's Falls)

Council invited Dr. Jane Philpott, Dean of the Faculty of Health Sciences and Director of School of Medicine at Queen's University, and author of the book *Health for All* to speak to the group. Many allied health care professionals attended the presentation by invitation from the AHHC.

Dean Philpott feels the AHHC and associated professionals are already gaining momentum towards healthcare for all.

She described that Primary Care is first contact care. It is continuous care with a relationship developed over a lifetime. It is comprehensive care with a team of professionals able to meet a patients needs through many healthcare journeys. Primary care is coordinated, compressive continuous care. It is not a stop gap.

The AHHC is ahead of the curve in knowing there is a problem. Currently there are 7 or 8 million Canadians who do not have access to primary care. Within the AHFHT there are approx. 1200 people unattached. Simply saying there is an emergency room and people can access it is not good enough. People need proactive healthcare.

Dean Philpotts vision is health home for everyone that is geographically coordinated. Where people have choice in their provider and that everyone is assigned to a provider. Health homes comprise of a comprehensive team including nurses and nurse practitioners and are integrated with the rest of the system, not a group of providers working in silos. She says this vision aligns with what young practitioners are looking for.

Dean Philpott shares that it is particularly important for clinics to take on students and encourage and support their entry into primary care. Often students will choose to stay in the community they practiced their placement.

Jane encourages the group to think about a health home primary care system as more than family medicine. It includes home care, palliative, paramedics, mental health, specialists, social services. It acts as a one stop shop including housing supports, tax clinics, legal aid, and even spiritual support.

The council is well positioned to be leaders due to the community-based infrastructure. She encourages the group to focus on attaining 100% attachment and work towards the 1200 people becoming attached to primary care.

Dean Philpott says that although it is said that health care is a provincial problem, she feels it is also a community problem and municipalities play a crucial role as they know what the needs of their community are being the closest to it. Each level of government needs to be involved as healthcare is a fundamental right. Residents will benefit from municipal involvement. She encourages council to attend AMO and related meetings, and supporting student placements and being a welcoming community to new practitioners is important. She suggests there is a way to go to get the province to understand there is a large problem and that municipalities can be used in a more effective way. In Norway, the responsibility to attach patients to primary caregivers is given to municipalities.

Jane suggests the group keep engaged with the hospital. Having unattached patients visit the emerge is not an effective way to deal with healthcare. People end up there too late. It is said to be far more expensive to see people in emerge when it is too late than proactively within a person's health home, preventing disease.

Jane addressed audience questions and acknowledged the work that the council and fellow health providers are doing in the area. She said this is not the norm but if all communities did what this region is doing it would go along way for healthcare.

Dean Philpot would like to stay informed of the AHHC's work.

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**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER,  
STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2023**

---

**DRAFT - FOR DISCUSSION PURPOSES ONLY**

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND  
SUNDRIDGE JOINT BUILDING COMMITTEE**

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**DRAFT - FOR DISCUSSION PURPOSES ONLY**

# Independent Auditor's Report

To the Members of Council, Inhabitants and Ratepayers of the Contributing Municipalities of the Burk's Falls, Joly, Machar, Ryerson, South River, Strong and Sundridge Joint Building Committee

## Opinion

We have audited the financial statements of the Burk's Falls, Joly, Machar, Ryerson, South River, Strong and Sundridge Joint Building Committee ("the Committee"), which comprise the statement of financial position as at December 31, 2023, and the statements of operations and accumulated surplus, change in net debt and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Burk's Falls, Joly, Machar, Ryerson, South River, Strong and Sundridge Joint Building Committee as at December 31, 2023, and its results of operations, its changes in its net debt, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

## Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Committee in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

## Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Committee's ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate the Committee or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Committee's financial reporting process.



### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Committee's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Committee's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Committee to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

North Bay, Canada

Chartered Professional Accountants  
Licensed Public Accountants

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

**STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31, 2023**

	2023	2022
<b>FINANCIAL ASSETS</b>		
Cash and cash equivalents	\$ 587,955	\$ 498,796
Investments (Note 3)	103,370	101,743
Accounts receivable	3,769	1,190
	<b>695,094</b>	<b>601,729</b>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	18,499	17,265
Deferred revenue - obligatory reserve funds (Note 4)	677,040	585,086
Employee benefits payable (Note 5)	39,139	29,728
	<b>734,678</b>	<b>632,079</b>
<b>NET DEBT</b>	<b>(39,584)</b>	<b>(30,350)</b>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets - net (Note 7)	24,120	22,644
Prepaid expenses	445	622
	<b>24,565</b>	<b>23,266</b>
<b>ACCUMULATED DEFICIT (Note 8)</b>	<b>\$ (15,019)</b>	<b>\$ (7,084)</b>

APPROVED ON BEHALF OF COUNCIL:

\_\_\_\_\_ Mayor

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

**STATEMENTS OF OPERATIONS AND ACCUMULATED DEFICIT  
FOR THE YEAR ENDED DECEMBER 31, 2023**

	Budget 2023 (see Note 9)	Actual 2023	Actual 2022
<b>REVENUE</b>			
Building permits and fines (Note 11)	\$ 328,844	\$ 250,230	\$ 195,199
Other	10,000	28,537	10,139
<b>TOTAL REVENUE</b>	<b>338,844</b>	<b>278,767</b>	<b>205,338</b>
<b>EXPENSES</b>			
Salaries and wages	282,455	236,484	176,236
Materials and supplies	24,927	19,337	14,465
Contracted services	19,500	20,402	11,369
Rent and financial expenses	5,962	5,965	5,934
Amortization of tangible capital assets	4,514	4,514	4,117
<b>TOTAL EXPENSES</b>	<b>337,358</b>	<b>286,702</b>	<b>212,121</b>
<b>ANNUAL SURPLUS (DEFICIT) (Note 8)</b>	<b>1,486</b>	<b>(7,935)</b>	<b>(6,783)</b>
<b>ACCUMULATED DEFICIT, BEGINNING OF YEAR</b>	<b>(7,084)</b>	<b>(7,084)</b>	<b>(301)</b>
<b>ACCUMULATED DEFICIT, END OF YEAR</b>	<b>\$ (5,598)</b>	<b>\$ (15,019)</b>	<b>\$ (7,084)</b>

The accompanying notes are an integral part of these financial statements

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

**STATEMENT OF CHANGE IN NET DEBT  
FOR THE YEAR ENDED DECEMBER 31, 2023**

	Budget 2023 (see Note 9)	Actual 2023	Actual 2022
Annual surplus (deficit)	\$ 1,486	\$ (7,935)	\$ (6,783)
Acquisition of tangible capital assets	(6,000)	(5,990)	-
Amortization of tangible capital assets	4,514	4,514	4,117
Change in prepaid expenses	-	177	(15)
<b>Increase in net debt</b>	<b>-</b>	<b>(9,234)</b>	<b>(2,681)</b>
<b>Net debt, beginning of year</b>	<b>(30,350)</b>	<b>(30,350)</b>	<b>(27,669)</b>
<b>Net debt, end of year</b>	<b>\$ (30,350)</b>	<b>\$ (39,584)</b>	<b>\$ (30,350)</b>

The accompanying notes are an integral part of these financial statements

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

**STATEMENT OF CASH FLOWS**

**FOR THE YEAR ENDED DECEMBER 31, 2023**

	2023	2022
<b>Operating transactions</b>		
Annual deficit	\$ (7,935)	\$ (6,783)
Non-cash charges to operations:		
Amortization	4,514	4,117
Change in employee benefits payable	9,411	2,666
	5,990	-
Changes in non-cash items:		
Accounts receivable	(2,579)	(410)
Accounts payable and accrued liabilities	1,234	2,495
Deferred revenue - obligatory reserve funds	91,954	242,403
Prepaid expenses	177	(15)
	90,786	244,473
Cash provided by operating transactions	96,776	244,473
<b>Capital transactions</b>		
Acquisition of tangible capital assets	(5,990)	-
Cash applied to capital transactions	(5,990)	-
<b>Investing transactions</b>		
Increase in investments	(1,627)	(1,603)
Cash applied to investment transactions	(1,627)	(1,603)
<b>Net change in cash and cash equivalents</b>	<b>89,159</b>	<b>242,870</b>
<b>Cash and cash equivalents, beginning of year</b>	<b>498,796</b>	<b>255,926</b>
<b>Cash and cash equivalents, end of year</b>	<b>\$ 587,955</b>	<b>\$ 498,796</b>

The accompanying notes are an integral part of these financial statements

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE****NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2023**

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The Burk's Falls, Joly, Machar, Ryerson, South River, Strong and Sundridge Joint Building Committee (the "organization") is a joint committee of the Corporation of the Municipality of the Village of Burk's Falls, the Corporation of the Township of Joly, the Corporation of the Township of Machar, the Corporation of the Township of Ryerson, the Corporation of the Village of South River, the Corporation of the Township of Strong and the Corporation of the Village of Sundridge. The net revenue/expense of the organization is allocated to the participating municipalities annually based on the permit fees collected for the participant as a percentage of total permit fees collected by all participating parties.

**MANAGEMENT RESPONSIBILITY**

The financial statements of the organization are the responsibility of management and have been prepared in accordance with Canadian generally accepted accounting principles for local governments established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. A summary of significant accounting policies is provided in Note 1. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

Management maintains a system of internal controls to provide reasonable assurance that reliable financial information is produced. The internal controls are designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the financial statements.

**1. SIGNIFICANT ACCOUNTING POLICIES**

Significant accounting policies adopted by the organization are as follows:

**Basis of Accounting**

- (i) **Accrual basis of accounting**  
Revenue and expenses are reported on the accrual basis of accounting. Revenue is recognized in the year in which it is earned and measurable. Expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.
- (ii) **Cash and cash equivalents**  
Cash and cash equivalents include cash on hand, balances held at financial institutions and short-term deposits with original maturities of three months or less.
- (iii) **Investments**  
Investments are recorded at cost plus accrued interest.
- (iv) **Non-financial assets**  
Non-financial assets are not available to discharge existing liabilities but are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations.

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2023

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1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(a) Tangible capital assets

Tangible capital assets are recorded at cost, which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. Borrowing costs related to the acquisition of tangible capital assets are expensed in the year incurred. The cost, less residual value, of the tangible capital assets are amortized on a straight-line basis over their estimated useful lives as follows:

Equipment - 5 to 10 years  
Vehicles - 8 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

Tangible capital assets received as donations are recorded at their fair value at the date of receipt.

(v) Government transfers

Government transfers are recognized in the financial statements as revenue when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfers are recognized as deferred revenue when transfer stipulations give rise to a liability. Transfer revenue is recognized in the Statement of Operations as the stipulation liabilities are settled.

(vi) Deferred revenue-obligatory reserve funds

Revenue received for the provision of building services is restricted in its use and until applied to the applicable expenditures is recorded as deferred revenue.

(vii) Pensions and employee benefits

The organization accounts for its participation in the Ontario Municipal Employee Retirement System (OMERS), a multi-employer public sector pension fund, as a defined contribution plan. Obligations for sick leave and employee retirement gratuities under employee benefits payable are accrued as the employees render the services necessary to earn the benefits.

**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE**

NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2023

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1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(viii) Financial instruments

Financial instruments are classified as either fair value, amortized cost or cost.

Financial instruments classified as fair value are initially recognized at cost and subsequently carried at fair value. Financing fees and transaction costs on financial instruments measured at fair value are expensed as incurred. Unrealized gains and losses on financial assets are recognized in the Statement of Remeasurement Gains and Losses. Once realized, remeasurement gains and losses are transferred to the Statement of Operations. A Statement of Remeasurement Gains and Losses has not been included as there are no matters to report therein.

Financial instruments classified as amortized cost are initially recognized at cost and subsequently carried at amortized cost using the effective interest rate method, less any impairment losses on financial assets. The effective interest rate method allocates interest income or interest expense over the relevant period, based on the effective interest rate. Transaction costs related to financial instruments in the amortized cost category are added to the carrying value of the instrument.

Financial assets measured at amortized cost are tested for impairment when there are indicators of impairment. Previously recognized impairment losses are reversed to the extent of the improvement, provided the asset is not carried at an amount, at the date of the reversal, greater than the amount that would have been the carrying amount had no impairment loss been recognized previously. The amounts of any write-downs or reversals are recognized in the Statement of Operations.

Financial liabilities (or part of a financial liability) are removed from the Statement of Financial Position when, and only when, they are discharged, cancelled or expire.

The organization's financial instruments are measured according to the following methods:

<u>Financial instrument</u>	<u>Measurement method</u>
Cash	Amortized cost
Investments	Amortized cost
Accounts receivable	Amortized cost
Accounts payable and accrued liabilities	Amortized cost

(ix) Use of estimates

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. These estimates and assumptions are based on management's historical experience, best knowledge of current events and actions that the organization may undertake in the future. Significant accounting estimates include estimated useful lives of tangible capital assets and employee benefits payable. Actual results could differ from these estimates.



**BURK'S FALLS, JOLY, MACHAR, RYERSON, SOUTH RIVER, STRONG AND SUNDRIDGE  
JOINT BUILDING COMMITTEE****NOTES TO THE FINANCIAL STATEMENTS  
Year Ended December 31, 2023**

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**2 CHANGE IN ACCOUNTING POLICY - ADOPTION OF NEW ACCOUNTING STANDARDS**

On January 1, 2023 the organization adopted the following standards on a prospective basis: PS 1201 *Financial Statement Presentation*, PS 2601 *Foreign Currency Translation*, PS 3041 *Portfolio Investments*, PS 3450 *Financial Instruments* and PS 3280 *Asset Retirement Obligations (ARO)*. The adoption of these standards had no impact on the opening balances.

PS 1201 *Financial Statement Presentation* replaces PS 1200 *Financial Statement Presentation*. This standard establishes general reporting principles and standards for the disclosure of information in government financial statements. The standard introduces the Statement of Remeasurement Gains and Losses separate from the Statement of Operations. Requirements in PS 2601 *Foreign Currency Translation*, PS 3041 *Portfolio Investments* and PS 3450 *Financial Instruments*, which are required to be adopted at the same time, can give rise to the presentation of gains and losses as remeasurement gains and losses.

PS 2601 *Foreign Currency Translation* replaces PS 2600 *Foreign Currency Translation*. This standard requires monetary assets and liabilities denominated in a foreign currency and non-monetary items denominated in a foreign currency that are reported as fair value, to be adjusted to reflect the exchange rates in effect at the financial statement date. Unrealized gains and losses arising from foreign currency changes are presented in the new Statement of Remeasurement Gains and Losses.

PS 3041 *Portfolio Investments* replaces PS 3040 *Portfolio Investments*. This standard provides revised guidance on accounting for, and presentation and disclosure of, portfolio investments to conform to PS 3450 *Financial Instruments*. The distinction between temporary and portfolio investments has been removed in the new standard, and upon adoption, PS 3030 *Temporary Investments* no longer applies.

PS 3450 *Financial Instruments* establishes accounting and reporting requirements for all types of financial instruments including derivatives. This standard requires fair value measurement of derivatives and portfolio investments in equity instruments that are quoted in an active market. All other financial instruments will generally be measured at cost or amortized cost. Unrealized gains and losses arising from changes in fair value are presented in the Statement of Remeasurement Gains and Losses.

PS 3280 *Asset Retirement Obligations (ARO)* establishes the accounting and reporting requirements for legal obligations associated with the retirement of tangible capital assets controlled by a government or government organization. A liability for a retirement obligation can apply to tangible capital assets either in productive use or no longer in productive use. No asset retirement obligations have been identified by the organization.

**3. INVESTMENTS**

Investments are comprised of guaranteed investment certificates, bearing interest at 1.6% and maturing June 30, 2024.

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4. DEFERRED REVENUE - OBLIGATORY RESERVE FUNDS

The organization defers that portion of its revenue that exceeds the cost of providing building services. A continuity of the deferred revenue reported on the Statement of Financial Position follows.

	2023	2022
Balance, beginning of year	\$ 585,086	\$ 342,683
Deferred in the year	91,954	242,403
<b>Balance, end of year</b>	<b>\$ 677,040</b>	<b>\$ 585,086</b>

5. EMPLOYEE BENEFITS PAYABLE

- (a) Under the sick leave benefits policy, employees hired prior to January 1, 2014 can accumulate unused sick leave without limit and are entitled to a payout of one-half of their accumulated time, to a maximum of 30 days when they leave the organization's employment. The sick leave benefit liability estimates the use of accumulated sick leave prior to retirement, as well as any lump-sum payments upon retirement, and assumes that both the appropriate discount rate and future salary and wage levels will increase by 2% per annum. The liability for these accumulated days amounted to \$21,485 (2022 - \$17,036) at the end of the year.
- (b) Under the retirement gratuity policy, qualifying employees are entitled to a payout, upon retirement, based on length of service and rate of pay. The retirement gratuity liability estimates the lump-sum payments upon retirement, and assumes that both the appropriate discount rate and future salary and wage levels will increase by 2% per annum. The liability for the retirement gratuity is estimated at \$17,654 (2022 - \$12,692) at the end of the year.

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**6. FINANCIAL INSTRUMENTS****Risks arising from financial instruments and risk management**

The organization is exposed to various risks through its financial instruments. There have been no changes from the previous year in the exposure to risk or policies, procedures and methods used to measure the risk.

**Credit risk**

Credit risk is the risk of financial loss to the organization if a debtor fails to honour its contractual obligations. The organization is exposed to this risk as a result of cash and cash equivalents, investments and accounts receivable. The carrying amounts on the Statement of Financial Position represents the maximum credit risk of the organization as at the reporting date. The organization does not believe it is subject to significant credit risk.

The organization holds its cash and cash equivalents and investments with a federally regulated chartered bank and a provincially regulated credit union who are insured, respectively, by the Canadian Deposit Insurance Corporation ("CDIC") and the Financial Services Regulatory Authority of Ontario ("FSRA"). The CDIC insurance is up to \$100,000 per deposit account and the FSRA insurance is up to \$250,000 in aggregate.

Accounts receivable are all current and are primarily due from the federal government in relation to refundable taxes. Credit risk is mitigated by the financial solvency of the government.

**Liquidity risk**

Liquidity risk is the risk that the organization will not be able to meet its financial obligations as they become due. The organization is subject to this risk with respect to its accounts payable and accrued liabilities. The organization maintains sufficient cash balances to meet its obligations, and does not believe it is subject to significant liquidity risk.

The organization's accounts payable and accrued liabilities are all current, and expected to be paid within the next 12 months.

**Market risk**

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate as a result of market factors. Market factors include three types of risk: currency risk, interest rate risk and equity risk. The organization is not exposed to significant currency or equity risk as it does not transact materially in foreign currency and does not hold equity financial instruments.

Interest rate risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market interest rates. The organization is exposed to interest rate risk on its interest-bearing investments. Fixed-rate instruments subject the organization to a fair value risk.

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7. TANGIBLE CAPITAL ASSETS

The tangible capital assets of the organization are outlined below.

	Vehicles	Equipment	Total 2023	Total 2022
<b>COST</b>				
Balance, beginning of year	\$ 32,936	\$ -	\$ 32,936	\$ 32,936
Additions and betterments	-	5,990	5,990	-
<b>BALANCE, BEGINNING OF YEAR</b>	<b>\$ 32,936</b>	<b>\$ 5,990</b>	<b>\$ 38,926</b>	<b>\$ 32,936</b>
<b>ACCUMULATED AMORTIZATION</b>				
Balance, beginning of year	10,292	-	10,292	6,175
Annual amortization	4,117	397	4,514	4,117
<b>BALANCE, END OF YEAR</b>	<b>14,409</b>	<b>397</b>	<b>14,806</b>	<b>10,292</b>
<b>TANGIBLE CAPITAL ASSETS-NET</b>	<b>\$ 18,527</b>	<b>\$ 5,593</b>	<b>\$ 24,120</b>	<b>\$ 22,644</b>

8. ACCUMULATED DEFICIT

The 2023 continuity of accumulated deficit reported on the Statement of Financial Position is as follows:

	Balance Beginning of Year	Annual Surplus (Deficit)	Balance End of Year
Tangible capital assets	\$ 22,644	\$ 1,476	\$ 24,120
Unfunded employee benefits	(29,728)	(9,411)	(39,139)
	<b>\$ (7,084)</b>	<b>\$ (7,935)</b>	<b>\$ (15,019)</b>

9. BUDGET FIGURES

The budget adopted for the current year was prepared on a modified accrual basis, and has been restated to conform with the accounting and reporting standards applicable to the actual results. The budget for amortization, which is excluded from the adopted budget, is set equal to the actual 2023 amount. A reconciliation of the adopted and reported budgets is presented below.

	Budget
<b>ADOPTED BUDGET:</b>	
Change in operating surplus	\$ -
<b>ADJUSTMENTS:</b>	
Acquisition of tangible capital assets	6,000
Amortization of tangible capital assets	(4,514)
<b>ANNUAL SURPLUS</b>	<b>\$ 1,486</b>

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10. RELATED PARTY TRANSACTIONS

The related party transactions below are in the normal course of operations and are measured at their exchange amount, which is the amount of consideration established and agreed to by the related parties.

The following table summarizes the organization's related party transactions with its contributing municipalities during the year:

	2023	2022
Expenses		
Township of Strong		
Administration	7,200	7,200
Office rent	5,712	5,712

At the end of the year, amounts due to contributing municipalities are as follows:

Township of Strong	1,150	1,608
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The amounts due to contributing municipalities are reported in accounts payable and accrued liabilities on the Statement of Financial Position. These amounts are non-interest bearing and are due when invoiced.

11. BUILDING PERMITS AND FINES

The composition of building permits and fines reported on the Statement of Financial Position is as follows:

	2023	2022
Permit fees and fines collected in the year -		
Village of Burk's Falls	\$ 24,143	\$ 24,950
Township of Joly	31,153	31,556
Township of Machar	103,377	103,145
Township of Ryerson	70,810	84,750
Village of South River	24,669	44,185
Township of Strong	34,932	86,325
Village of Sundridge	53,100	62,691
	342,184	437,602
To deferred revenue - obligatory reserve funds	(91,954)	(242,403)
	\$ 250,230	\$ 195,199

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**12. SEGMENT DISCLOSURE AND EXPENSES BY OBJECT**

Since the organization's operations are not considered diverse and operations are managed as one department, no segment disclosure has been provided. Supplementary expenses by object information has been omitted as it would not provide additional information not readily determinable from the financial information provided on the Statement of Operations.

**13. PENSION AGREEMENTS**

The organization makes contributions to the Ontario Municipal Employee Retirement Fund (OMERS), which is a multi-employer plan, on behalf of certain members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of service and rates of pay. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2023. The results of this valuation disclosed total actuarial liabilities of \$136,185 million with respect to benefits accrued for service with actuarial assets at that date of \$131,983 million indicating an actuarial deficit of \$4,202 million. Because OMERS is a multi-employer plan, any Plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the organization does not recognize any share of the Plan surplus or deficit.

The amount contributed to OMERS for 2023 was \$20,691 (2022 - \$15,095) for current service and is included as an expense on the Statement of Operations.

DRAFT - FOR DISCUSSION PURPOSES ONLY