

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**REGULAR MEETING AGENDA**

**May 12, 2026 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](mailto: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: in person and electronic
- 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 April 14, 2026 **(R)**

**3. DECLARATION OF PECUNIARY INTEREST:**

**4. DELEGATIONS AND PRESENTATIONS:**

- 4.1 Austin Toth Re: Petition Support.

**5. REPORTS:**

- 5.1 **BY-LAW:** AMPS By-law **(R)**, Appoint Screening & Hearing Officers. **(R)**
- 5.2 **ACTING CAO/CLERK:** District of Parry Sound Municipal Association Meeting **(R)**, Eastholme **(R)**.

5.3 **EXECUTIVE ASSISTANT:** Flood Event Report.

5.4 **TREASURER:** Courteous Conduct Policy Report, Arena Services Agreement, Landfill Services Agreement.

**6. COMMUNICATION ITEMS:**

6.1 Tri-Council Meeting Rescheduling **(R)**

6.2 Crime Stoppers: Donation Request. **(R)**

6.3 Delegation Discussion

6.4 Women's Own Resources. **(R)**

6.5 Township of Perry Resolution: Strengthen Protection for Municipal Workers. **(R)**

General Correspondence:

6.6 Resolution from the Village of Burk's Falls library budget.

6.7 Resolution from the Village of Burk's Falls for the Joint Compliance Committee

6.8 Village of Burk's Falls: TRI Meeting rescheduling resolution.

6.9 Almaguin Community Economic Development March meeting minutes.

6.10 Township of Armour: TRI meeting rescheduling resolution.

6.11 Live Fire Training Unit Agreement comments.

6.12 April 20, 2026, Historical Society meeting minutes.

6.13 Regional Fire Service Committee April 23, 2026, draft meeting minutes.

6.14 Regional Fire Service Committee November 6, 2026, meeting minutes.

**7. CONFIRMING BY-LAW:**

7.1 To confirm the meetings of Council. **(R)**

**8. IMPORTANT DATES:**

May 29, 2026, District of Parry Sound Municipal Meeting.

May 23, 2026, Hazmat Day.

May 26, 2026, Regular Council Meeting 6:00 p.m.

**9. ADJOURNMENT:**(R)****

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**LIST OF PROPOSED RESOLUTIONS**

**FOR COUNCIL MEETING: May 12, 2026 AT 6:00 P.M.**

**Item # 1.3 on Agenda** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council adopt the May 12, 2026 agenda as circulated.

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

Be it resolved that the minutes from the special meetings and regular meeting on April 14, 2026 be adopted as circulated.

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

Be it resolved that leave be given to introduce a Bill # \_\_\_\_-26, being a By-law to Implement an Administrative Monetary Penalty System and further; That By-Law # \_\_\_\_-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12<sup>th</sup> day of May, 2026.

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

Be it resolved that leave be given to introduce a Bill # \_\_\_\_-26, being a By-law to Establish and Appoint Screening and Hearing Officers and further; That By-Law # \_\_\_\_-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12<sup>th</sup> day of May, 2026.

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

Be it resolved that Ryerson Township Council authorize:

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\_\_\_\_\_ to attend the District of Parry Sound Municipal Association (DPSMA) Spring Meeting on Friday, May 29, 2026 at the Callander Community Centre.

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

Be it resolved that the Ryerson Township Council approve Deputy Mayor, Glenn Miller representing Area 4 for the Eastholme Board of Management for the remainder of this term.

**Item # 6.1. on Agenda** Moved by Councillor Robertson, Seconded by Councillor Abbott,

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

**Item # 6.2. on Agenda** Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council supports the donation of \$\_\_\_\_\_ to Crime Stoppers.

**Item # 6.4. on Agenda** Moved by Councillor Abbott, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council donate \$\_\_\_\_\_ to the Women's Own Resources Center in 2025.

**Item # 6.5. on Agenda** Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council support resolution 2026-168 from the Township of Perry requesting the Province of Ontario to strengthen protection for municipal workers across Ontario.

**Item # 7.1. on Agenda** Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that leave be given to introduce a Bill # \_\_\_-26, being a By-law to confirm the meetings of Council and further; That By-Law # \_\_\_-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12<sup>th</sup> day of May 2026.

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

Be it resolved that we do now adjourn at \_\_\_\_\_. The next regular meeting is May 26, 2026 at 6:00 p.m.

**CORPORATION OF THE TOWNSHIP OF RYERSON**

**REGULAR COUNCIL MEETING**

**MINUTES**

**April 14, 2026 AT 6:00 P.M.**

The regular meeting of Council of the Corporation of the Township of Ryerson was held **April 14, 2026** at 6:00 p.m. This was a hybrid meeting combining in person, electronic meeting via Zoom and phone.

**1. CALL TO ORDER**

Deputy Mayor Glenn Miller 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: Councillors: Abbott, Miller and Robertson.

Regrets: Mayor Sterling and Councillor Patterson.

Staff in attendance: Brayden Robinson, Nancy Field, Kelly Morissette, and Jason Newman.

Public attending in person or electronically: Nieves Guijarro, Roman Kaczynski, and Drew Nagtegaal.

Notice of this meeting was posted on the website.

**2. ADOPTION OF AGENDA**

**R- 60 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council adopt the April 14, 2026 agenda as circulated.

**3. ADOPTION OF MINUTES**

**R- 61 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that the minutes from the regular meeting on March 24, 2026 the special meeting on April 1, 2026 and be adopted as circulated.

(Carried)

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

**5. REPORTS:**

**5.1 BY-LAW:** J. Newman provided Council with a Q1 report, discussions were had regarding the AMP's By-law.

**ACTING CAO/CLERK:** Council discussed the annual community yard sale. Council reviewed the sandbag policy for 2026. Resolution is noted below.

The Integrity Commissioner provided Council with their annual report for 2024-2025.

N. Field provided Council with the Use of Municipal Resources By-law, Delegation of Authority By-law, and the Establish Joint Compliance Audit Committee By-law for the upcoming election. Resolutions noted below.

**R- 62 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council has received the March 2026 Sandbag Policy.

(Carried)

**R- 63 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that leave be given to introduce a Bill # 15-26, being a By-law for the Use of Corporate Resources for Election Purposes Policy and further; That By-law # 15-26 be read a First, Second and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April, 2026.

(Carried)

**R- 64 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill # 16-26, being a By-law to Delegate Certain Authorities for the Period from August 19, 2026 until November 15, 2026 further; That By-law # 16-26 be read a First, Second and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April, 2026.

(Carried)

**R- 65 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill # 17-26, being a By-law to Establish a Joint Compliance Audit Committee and further; That By-law # 17-26 be read a First, Second and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April, 2026.

(Carried)

**TREASURER:** B. Robinson provided Council with the 2026 tender results. Resolutions are noted below. The library budget was received from council and B. Robinson presented council with the final budget. By-laws to set tax ratios and set and levy taxation for 2026 were provided to Council. Resolutions are noted below.

**R- 66 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council accept Tender 2026-01 Demolition & Property Clean Up from Brad Gilson Dual Contracting in the amount of \$10,000.00 plus HST for a total of \$11,300.00.

(Carried)

**R- 67 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council accept Tender 2026-02 to Supply and Deliver Crushed Granite from Weeks Construction in the amount of \$27,000.00 plus HST for a total of \$35,510.00.

(Carried)

**R- 68 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council accept Tender 2026-03 for Double Surface Treatment from Duncor Enterprises Ltd. in the amount of \$318,487.20 plus HST for a total of \$359,890.54.

(Carried)

**R- 69 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council accept Tender 2026-04 for Roadside Brushing from TMI in the amount of \$12,100.00 plus HST for a total of \$13,797.30.

(Carried)

**R- 70 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council accept Tender 2026-05 for Roadside Mowing from Derrick Johnstone Construction in the amount of \$4,699.98 plus HST for a total of \$5,310.98.

(Carried)

**R- 71 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council approve the 2026 net Library Budget in the amount of \$213,869.00. Ryerson's share to be \$50,409.00.

(Carried)

**R- 72 - 26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council adopt the 2026 Budget Report, excluding expenses as per Ontario regulations 284/09.

(Carried)

**R- 73 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that leave be given to introduce a Bill # 18-26 to Set Tax Ratios for 2026 and further; That By-law #18-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April, 2026.

(Carried)

**R- 74 - 26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that leave be given to introduce a Bill # 19-26 being a By-law to Set and Levy Rates of Taxation for 2026 and further; That By-law # 19-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April, 2026.

(Carried)

## **6. COMMUNICATION ITEMS**

**R-75 -26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council supports the proclamation request from the Almaguin Pride Network;

And further that Ryerson commits to posting a proclamation on the Ryerson Township website and Facebook Page for the month of June.

(Carried)

N. Field requested that Council email any topics they would like to discuss at the next tri-council meeting.

### **General Information Items Received:**

- Council received the February library meeting minutes.
- Council received the Joint Building Committee permit summary for March.
- Council received the Joint Building Committee permit summary for Ryerson.

## **7. CONFIRMING BY-LAW**

**R- 76 -26** Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill # 20-26, being a By-law to confirm the meetings of Council and further; That By-Law # 20-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 14<sup>th</sup> day of April 2026.

(Carried)

**10. ADJOURNMENT:**

**R- 77 -26** Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that we do now adjourn at 6:48 p.m. The next regular meeting is scheduled for April 28, 2026, at 6:00 p.m.

(Carried)

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DEPUTY MAYOR

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ACTING CAO/CLERK

**TOWNSHIP OF RYERSON**

**28 MIDLOTHIAN ROAD**

**R. R. # 1**

**BURKS FALLS, ONTARIO P0A 1C0**

Phone 705 382-3232 Fax 705 382-3286

**email: clerk@ryersontownship.ca**

**DELEGATION REQUEST FORM**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

COUNCIL MEETING DATE: \_\_\_\_\_

PRESENTATION TO BE PROVIDED TO THE CLERK? YES NO

POWERPOINT REQUIRED? YES NO

GENERAL NATURE OF DELEGATION:

If more space is required please attach another page.

Communications addressed to Council and its Advisory Committees will become part of the public record and will be placed on a public agenda. Anonymous communications sent to Council or to its Committees will NOT be accepted.

I acknowledge that personal information contained within my communication(s) may become part of the public record and may be made available to the public through the Council/Committee process.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

*If you have a digital signature or wish to create one, click on the signature box and follow the instructions.*

*If you do NOT have a digital signature, please print and sign the form.*



## Cancer Clinic Petition Huntsville

**Petition Mission Statement - We the undersigned would like to ensure the Cancer Clinic remains in the Huntsville District Memorial Site. We affirm the strategic and equitable treatment option of the Huntsville cancer clinic and its continuing operation".**

A person diagnosed with cancer is assessed at a major cancer treatment centre located in Barrie or Sudbury, and provided certain criteria are met can be referred for ongoing treatment at home or if required, to an oncology treatment centre staffed by registered nurses such as is in Huntsville Memorial Hospital Site. For the Almaguin Area, most patients attend Royal Victoria Hospital – Hutson Regional Cancer Centre in Barrie, Ontario, which has an association with Huntsville Memorial Hospital. The type of cancer, treatment required, available resources and individual patient needs as it relates to the need for treatment closer to home to maximize results are the criteria for admission into the satellite programs.

The East Parry Sound Area (including Almaguin Highlands) is in a unique position depending on your address. People diagnosed with cancer are typically referred to Royal Victoria Hospital in Barrie, located 146 to 187 km away, for assessment and initial treatment. If the patient is fortunate they can receive treatment at an Oncology treatment centre like the one located in Huntsville. These centres require specialized staff, and resources to meet the treatment needs of Cancer patients. Huntsville Memorial Site has that kind of specialized, dedicated medical staff and services which Cancer Patients consider as excellent.

For those residing in the Almaguin Area, attending the Huntsville Oncology Clinic can be from 26 km to 80 km from their residence.

We have heard with concern of the possibility of the Cancer Clinic being moved to Bracebridge. For those residing in the Almaguin Area this would be a significant increase driving for treatment. The extra distance would have more impact during winter months.

It should be noted that the Cancer Clinic was originally located in the Bracebridge Hospital location many years ago. At that time, it was decided to move it Huntsville due to location being one of the rationales.

A further obstacle for many Cancer patients is that they should not drive right after treatment, and someone needs to attend with them.

Cancer Patients in Bracebridge have access to both the Orillia Cancer Clinic (56 km) and the Huntsville Clinic (37km).

While there is apparent discussion of providing "public transportation" from Huntsville to Bracebridge, there are concerns which include but are not limited to:

- 1) Having compromised immunity system (Cancer patients) being on public transportation is risky
- 2) The side effects of treatment include nausea and Gastrointestinal issues, which would put patients at further risk on public transportation, not to mention the embarrassment for the patients involved.
- 3) Having to wait around for public transport would be difficult for the same reasons listed above.

In Summary, the current situation is working well *and equitably for cancer patients. It would be unfortunate to change that.*

Below are the one-way distances as per Google Maps from communities in Almaguin Highland area and the Hospitals that have Cancer services.

To Royal Victoria Hospital

South River – 187 km, Sundridge – 178 km, Burks Falls – 159 km, Magnetawan – 181 km, Emsdale/Perry – 146 km, Kearney – 155 km, Dunchurch – 169 km.

To Huntsville Memorial Site

South River – 68 km, Sundridge – 58 km, Burks Falls – 38 km, Magnetawan – 62 km, Emsdale/Perry – 26 km, Kearney – 35 km, Dunchurch – 81km.

To Bracebridge Hospital – South Muskoka Memorial Site

South River – 103 km, Sundridge – 94 km, Burks Falls – 74 km, Magnetawan – 97 km, Emsdale/Perry – 61 km, Kearney – 70 km, Dunchurch – 116 km

Bracebridge to Orillia Soldiers Memorial Hospital – 56 km

Bracebridge to Huntsville Memorial Site – 37 km

Please see map on pages below for visual reference.

**Muskoka Algonquin H...**  
Muskoka Algonquin Healthcare

Catchment areas of Muskoka Algonquin Healthcare  
14,306 views  
Published on November 14, 2024  
[SHARE](#)

**Hospitals**

- South Muskoka Memorial Hospital Site
- Huntsville District Memorial Hospital Site

**Towns**

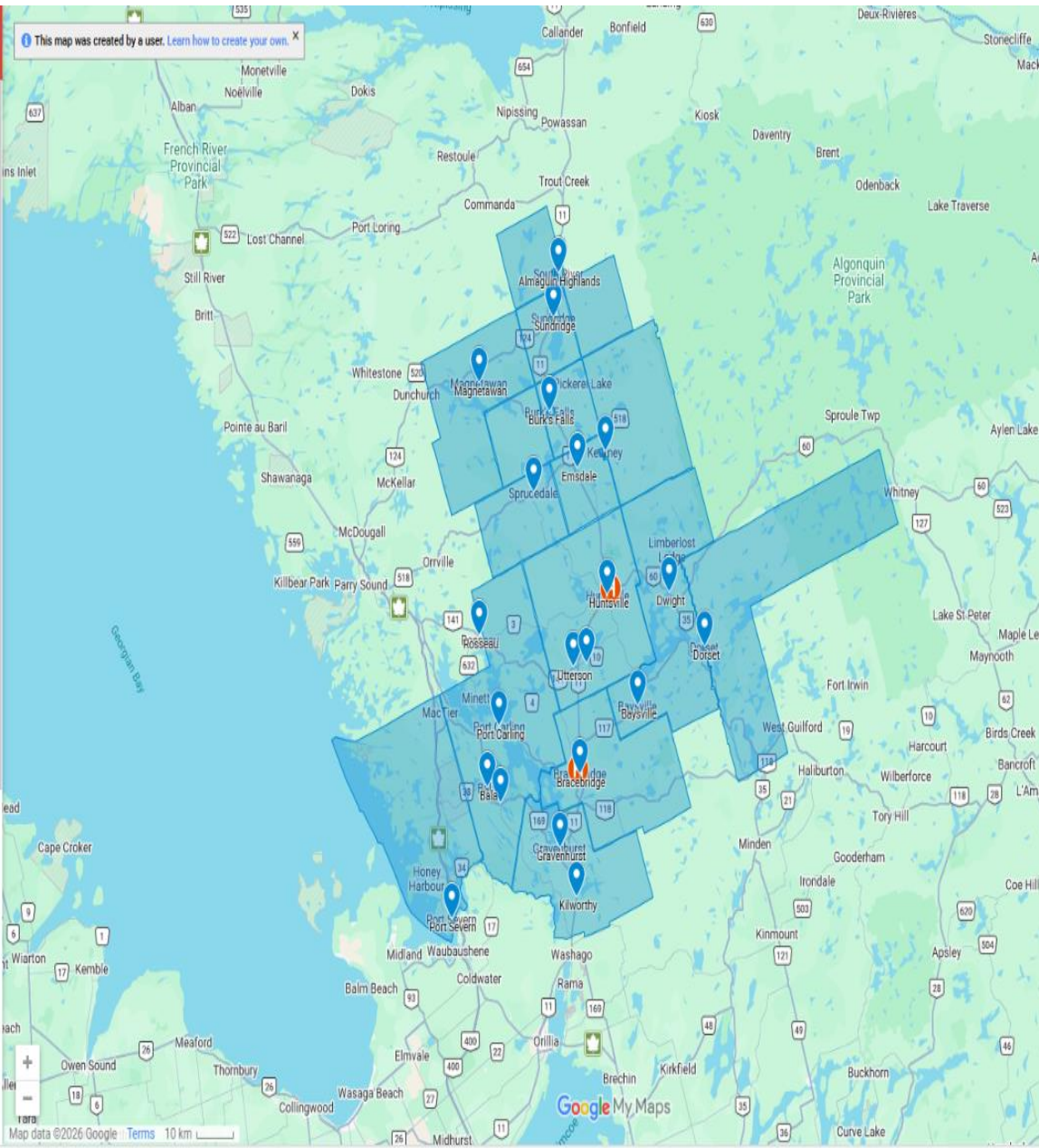
- All items

**District of Muskoka**

- Township of Muskoka Lakes
- Town of Gravenhurst
- Township of Georgian Bay
- Town of Bracebridge
- Township of Lake of Bays
- Town of Huntsville

**East Parry Sound District**

- Township of Armour
- Township of McMurrich/Monteith
- Township of Ryerson
- Township of Joly
- ... 7 more



**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # -26**

**A By-law to Implement an Administrative Monetary Penalty System in the Township of Ryerson**

**WHEREAS** The *Municipal Act, 2001, S.O. c. 25, Section 10(6)* authorizes the Council of a Township to pass By-laws respecting health, safety, and well-being of persons;

**AND WHEREAS Ontario Building Code section 15.4.1 (1)** A Township may require a Person(s), subject to such conditions as the Township considers appropriate, to pay an administrative penalty if the Township is satisfied that the person has failed to comply with,

- a) a By-law of the Township passed under section 15.1; or
- b) an order of an officer under subsection 15.2 (2) as deemed confirmed or as confirmed or modified by the committee or a judge under section 15.3. 2017, c. 34, Sched. 2, s. 10.

**AND WHEREAS** sections 23.2, 23.3 and 23.5 of the *Municipal Act, 2001* authorizes the Township to delegate its administrative and hearing powers; and,

**AND WHEREAS** section 102.1 of the *Municipal Act, 2001, S.O. 2001, c. 25, as amended*, provides that a Township may require a Person to pay an Administrative Monetary Penalty if the Township is satisfied that the person has failed to comply with any By-laws respecting the parking, standing or stopping of vehicles;

**AND WHEREAS** section 391 of the *Municipal Act, 2001* enables the Township to pass By-laws imposing fees or charges on any class of Person(s) for services or activities provided or done by or on behalf of it;

**AND WHEREAS** the Township of Ryerson is authorized under section 434.1 (1) of the *Municipal Act, 2001, S.O. 2001, c. 25*, to establish a system of administrative penalties for contraventions of municipal By-laws;

**AND WHEREAS** The *Municipal Act, 2001, S.O. c.25, Section 434.1 (1)* authorizes the Council of a Township without limiting sections 9, 10 and 11, that a Township may require a person, subject to such conditions as the Township considers appropriate, to pay an administrative penalty if the Township is satisfied that the person has failed to comply with a By-law of the Township passed under this Act. 2017, c. 10, Sched. 1, s. 75.

**AND WHEREAS** section 434.2 of the *Municipal Act, 2001, S.O. 2001, c. 25*, provides that an Administrative Monetary Penalty imposed by the Township on a Person(s) constitutes a debt of the person to the Municipality;

**AND WHEREAS** the Council for the Municipal Corporation of the Township of Ryerson considers it desirable and necessary to provide for a system of administrative penalties and administrative fees for the designated Municipal By-laws, or portions of the designated Municipal By-laws;

**Now Therefore** the Council of The Municipal Corporation of the Township of Ryerson enacts as follows:

1. That the following schedules attached hereto form part of this By-law:
  - Schedule A – Designated By-laws & Administrative Monetary Penalty Amounts
  - Schedule B – Administrative Fees
  - Schedule C – Administrative Monetary Penalty System (AMPS) Request Form
2. That the Conflict of Interest in Relation to the AMPS Policy #ADM-009 for The Township of Ryerson, attached hereto as Schedule ‘D’ and forming part of this By-law be adopted.
3. That the Prevention of Political Interference to the AMPS Policy #ADM-010 for The Township of Ryerson, attached hereto as Schedule ‘E’ and forming part of this By-law be adopted.
4. That the Public Complaints Respecting Administration of the AMPS Policy #ADM-011 for The Township of Ryerson, attached hereto as Schedule ‘F’ and forming part of this By-law be adopted.
5. That the Financial Management and Reporting in relation to the AMPS Policy #ADM-012 for The Township of Ryerson, attached hereto as Schedule ‘G’ and forming part of this By-law be adopted.
6. That the Financial Hardship in relation to the AMPS Policy #ADM-013 for The Township of Ryerson, attached hereto as Schedule ‘H’ and forming part of this By-law be adopted.

7. That the Administrative Procedures in relation to the AMPS Policy #ADM-014 for The Township of Ryerson, attached hereto as Schedule 'I' and forming part of this By-law be adopted.
8. That the Administrative Procedures in relation to the AMPS Policy #ADM-015 for The Township of Ryerson, attached hereto as Schedule 'J' and forming part of this By-law be adopted.
9. That this By-law shall come into full force and effect upon its final passing.

## **1.0 Definitions**

### **1.1** In this By-law:

**“Administrative Fee”** means any fee specified in this By-law or set out in Schedule 'B';

**“Administrative Penalty”** means an administrative penalty established by this By-law or set out in the attached Schedule(s) for a contravention of a designated By-law;

**“AMPS”** means Administrative Monetary Penalty System;

**“Clerk”** means the Municipal Clerk, their delegate, or anyone designated by the Clerk to perform duties pursuant to the Administrative Monetary Penalty System;

**“Council”** means the Council of the Municipal Corporation of the Township of Ryerson;

**“Day”** means any calendar day;

**“Designated By-law”** means a By-law, or a part or provision of a By-law, that is designated under this or any other By-law, and is listed in the attached Schedule 'A' to which the AMPS applies;

**“Hearing Non-Appearance Fee”** means an Administrative Fee established by the Township from time to time in respect of a Person's failure to appear at the time and place scheduled for a review before a Hearing Officer and listed in Schedule 'B';

**“Hearing Decision”** means a notice that contains a decision made by a Hearing Officer;

**“Hearing Officer”** shall mean a Person who performs the duties of Hearing Officer as set out in section 5 of this By-law and meeting the requirements that a Hearing Officer cannot be a Member of Council or a Municipal Employee. The Hearing Officer shall have knowledge of and experience in administrative law; such as a lawyer, retired lawyer, paralegal, retired paralegal, retired police officer, retired municipal clerk or retired municipal deputy clerk;

**“Holiday”** means a Saturday, Sunday, any statutory holiday in the Province of Ontario or any Day the offices of the Township are officially closed for business;

**“Late Payment Fee”** means an Administrative Fee established by the Township from time to time in respect of a Person's failure to pay an Administrative Penalty within the time prescribed in this By-law and listed in Schedule 'B';

**“Municipality”** means the Municipal Corporation of the Township of Ryerson;

**“NSF Fee”** means an Administrative Fee established by the Township from time to time in respect of payment by negotiable instrument received by the Township from a Person for payment of any Administrative Penalty or Administrative Fee, for which there are insufficient funds available in the account on which the instrument was drawn, as listed in Schedule 'B';

**“Officer”** means a Municipal By-law Enforcement Officer, Police Officer, Fire Chief or designate appointed by the Township to administer and enforce this By-law;

**“Penalty Notice”** means a notice given to a Person pursuant to section 3.0 of this By-law;

**“Penalty Notice Date”** means the date of the contravention specified on the Penalty Notice, in accordance with section 3.2 of this By-law;

**“Penalty Notice Number”** means the reference number specified on the Penalty Notice that is unique to that Penalty Notice, in accordance with section 3.2 of this By-law;

**“Person”** includes an individual or a business name, sole proprietorship, corporation, partnership, or limited partnership, or an authorized representative thereof;

**“Request for Review by Hearing Officer”** means the request which may be made in accordance with section 5 of this By-law for the review of a Screening Decision;

“**Request for Review by Screening Officer**” means the request made in accordance with section 4 of this By-law for the review of a Penalty Notice;

“**Review by Hearing Officer**” and “**Hearing**” means the process set out in section 5 of this By-law;

“**Review by Screening Officer**” and “**Screening Review**” means the process set out in section 4 of this By-law;

“**Screening Decision**” means a notice which contains the decision of a Screening Officer, delivered in accordance with Section 4.11 of this By-law;

“**Screening Non-appearance Fee**” means an Administrative Fee established by the Township from time to time in respect of a Person’s failure to appear at the time and place scheduled for a review before a Screening Officer and listed in Schedule “B”; and;

“**Screening Officer**” means a person from time to time appointed pursuant to this By-law who performs the duties of Screening Officer as set out in section 4 of this By-law and meeting the requirements that a Screening Officer cannot be a Member of Council; a Screening Officer may be a staff member provided that they have no jurisdiction in their job duties that relate in any type of enforcement capacity.

“**Vehicle**” includes a motor vehicle, automobile, bicycle, motorcycle, boat, motor vehicle trailer, traction engine, farm tractor, road building machine and any vehicle propelled or driven by any kind of power including muscular power and such additional definitions as set out in the *Highway Traffic Act*.

## **2.0 Application of this By-law**

**2.1** The Municipal By-laws, or portions of Municipal By-laws, listed in the attached Schedule ‘A’ of this By-law shall be Designated By-laws for the purposes of sections 102.1 and 151 of the *Municipal Act* and paragraph 3(1)(b) of the Regulation. The attached Schedule ‘B’ sets out the Administrative Penalty and may include short form language to be used on Penalty Notices, for the contraventions of Designated By-laws.

**2.2** Schedule ‘B’ of this By-law shall also set out Administrative Fees imposed for the purposes of this By-law.

**2.3** The *Provincial Offences Act* applies to all Designated By-laws except to a Designated By-law respecting the parking, standing or stopping of vehicles.

## **3.0 Penalty Notices**

**3.1** Every Person in contravention of a Designated By-law shall upon issuance of a Penalty Notice be liable to pay the Township an Administrative Penalty in the amount specified in the attached Schedule ‘B’ to this By-law.

**3.2** An Officer who has reason to believe that a Person(s) has contravened any Designated By-law may issue a Penalty Notice as soon as reasonably practicable.

**3.3** A Penalty Notice may include the following information:

- (a) the vehicle licence plate number or vehicle identification number;
- (b) the Penalty Notice Date;
- (c) a Penalty Notice Number;
- (d) the date on which the Administrative Penalty is due and payable;
- (e) the identification number and signature of the Officer;
- (f) the name of the person penalized;
- (g) the contravention wording as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
- (h) the amount of the Administrative Penalty;
- (i) such additional information as the Clerk determines is appropriate, respecting the process by which a Person may exercise the right to request a Screening Review of the Administrative Penalty; and;
- (j) a statement advising that an unpaid Administrative Penalty, including any applicable Administrative

Fee(s), will constitute a debt of the Person to the Township unless cancelled pursuant to Screening Review or Hearing process.

**3.4** In addition to the service methods provided in section 6 “Service of Documents” of this By-law, an Officer may serve the Penalty Notice on a Person by delivering it personally to the Person contravening the By-law at the time of the offence.

**3.5** No Officer may accept payment of an Administrative Penalty or Administrative Fee.

**3.6** A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay the Township any applicable Administrative Fee(s).

#### **4.0 Review by Screening Officer**

**4.1** A Person who is served with a Penalty Notice may request that the Administrative Penalty be reviewed by a Screening Officer and shall do so on or before the date on which the Administrative Penalty is due and payable, and in accordance with the process set out in Section 4.4.

**4.2** If a Person has not requested a Screening Review on or before the date on which the Administrative Penalty is due and payable, the Person may request that the Screening Officer extend the time to request a Screening Review to a date that is no later than forty-five (45) days after the Penalty Notice Date, in accordance with the process set out in Section 4.4.

**4.3** A Person’s right to request an extension of time for a Screening Review expires, if it has not been exercised, on or before forty-five (45) days after the Penalty Notice Date, at which time:

- a) the Person shall be deemed to have waived the right to request a Screening Review or request an extension of time for a Screening Review; and,
- b) the Administrative Penalty shall be deemed to be confirmed on the sixteenth (16th) day following the service of the Penalty Notice Date; and,
- c) the Administrative Penalty shall not be subject to any further review, including a review by any Court.

**4.4** A Person’s Request for Review by a Screening Officer or request for an extension of time to request a Screening Review is exercised by:

- a) a submission in writing to the Clerk or Designate of a Request for Review by a Screening Officer or request for an extension of time to request a Screening Review; in the prescribed form and in accordance with the directions on the prescribed form, attached as Schedule “C”.

**4.5** A Request for Review by Screening Officer of an Administrative Penalty or a request for an extension of time to request a Screening Review shall include the Penalty Notice Number and the Person’s contact information.

**4.6** A Request for Review by Screening Officer or a request for an extension of time to request a Screening Review shall only be scheduled by the By-law Enforcement Department if the Person makes the request on or before the dates established by Sections 4.1 of this By-law.

**4.7** On a request for an extension of time to request a Screening Review, the By-law Enforcement Department may only extend the time to request a Screening Review where the Person demonstrates, on a balance of probabilities, the existence of extenuating circumstances that warrant the extension of time.

**4.8** Where an extension of time to request a Screening, Review is not granted by the By-law Enforcement Department, the Administrative Penalty and any applicable Administrative Fee(s) are deemed to be confirmed.

**4.9** Where a Person fails to attend at the time and place scheduled for a Screening Review of an Administrative Penalty:

- a) the Person shall be deemed to have abandoned the request for a Screening Review of the Administrative Penalty;
- b) the Administrative Penalty as set out in the Penalty Notice shall be deemed to be confirmed on the sixteenth (16th) day following the service of a Penalty Notice Date;
- c) the Administrative Penalty shall not be subject to any further review, including a review by any Court; and

- d) the Person shall pay to the Township a Screening Non-Appearance Fee and any other applicable Administrative Fee(s).

**4.10** On a review of an Administrative Penalty, the Screening Officer may:

- a) affirm the Administrative Penalty; or
- b) cancel, reduce or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:
- c) where the Person establishes on the balance of probabilities that they did not contravene the Designated By-law(s) as described in the Penalty Notice; or
- d) where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

**4.11** On a Screening Review of an Administrative Penalty, before making a decision, a Screening Officer shall conduct an interview with the Person.

**4.12** After a Review by a Screening Officer, the Screening Officer shall deliver a Screening Decision to the Person, in accordance with Section 6 of this By-law.

**4.13** A Screening Officer has no authority to consider questions relating to the validity of a statute, regulation or By-law or the constitutional applicability or operability of any statute, regulation or By-law.

### **5.0 Review by Hearing Officer**

**5.1** A Person may Request a Review by Hearing Officer during the Screening Review.

**5.2** If a Person has not made a Request for Review by Hearing Officer at the time of the Screening Review, the Person may make a Request for Review by Hearing Officer before the due and payable date for the Administrative Penalty listed on the Screening Decision.

**5.3** The Person's right to Request for Review by Hearing Officer expires if it has not been exercised on or before the due and payable date for the Administrative Penalty listed on the Screening Decision, at which time:

- a) the Person shall be deemed to have waived the right to Request for Review by Hearing Officer;
- b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s), if applicable, as modified in the Screening Decision, shall be deemed to be confirmed; and
- c) the Screening Decision and Administrative Penalty shall not be subject to any further review, including a review by any Court.

**5.4** A Person's Request for Review by Hearing Officer is exercised by:

- a) a submission in writing to the Clerk for a Request for Review by a Hearing Officer, or request for an extension of time to request a Hearing; or
- b) attending in person at the location listed on the Screening Decision to make Request for Review by a Hearing Officer or request an extension of time to request a Hearing; or
- c) calling the telephone number listed on the Screening Decision to make a Request for Review by Hearing Officer or request an extension of time to request a Hearing.

**5.5** A Request for Review by Hearing Officer shall only be scheduled by the By-law Enforcement Department if the Person makes the request within the time limits set out in section 5 of this By-law.

**5.6** Where a Person fails to appear at the time and place scheduled for a Hearing:

- a) the Person shall be deemed to have abandoned the Hearing for review of a Screening Decision;
- b) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall be deemed to be confirmed;
- c) the Screening Decision and the Administrative Penalty and any Administrative Fee(s) shall not be subject to any further review, including a review by any Court; and
- d) the Person shall pay to the Township a Hearing Non-appearance Fee, Late Payment Fee and any

other applicable Administrative Fee(s).

**5.7** On a review of a Screening Decision, the Hearing Officer may:

- a) confirm the Screening Decision; or
- b) cancel, reduce or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s), on the following grounds:
  - i. where the Person establishes on a balance of probabilities that they did not contravene the Designated By-law(s) as described in the Penalty Notice; or
  - ii. where the Person establishes on a balance of probabilities that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

**5.8** A Hearing Officer shall not make any decision respecting a review of a Screening Decision unless the Hearing Officer has given the Person and a representative of the Township an opportunity to be heard at the time and place scheduled for the Hearing.

**5.9** All Hearings by a Hearing Officer shall be conducted in accordance with the *Statutory Powers and Procedures Act*, R.S.O. 1990, c. S.22, as amended.

**5.10** A Hearing Officer has no authority to consider questions relating to the validity of a statute, regulation or By-law or the constitutional applicability or operability of any statute, regulation or By-law.

**5.11** After a Hearing is complete, the Hearing Officer shall deliver to the Person a Hearing Decision, in accordance with Section 6 of this By-law.

**5.12** The decision of a Hearing Officer is final.

## **6 Service of Documents**

**6.1** The service of any document, notice or decision, including a Penalty Notice, pursuant to this By-law, when served in any of the following ways, is deemed effective:

- a) immediately, when a copy is delivered to the Person to whom it is addressed;
- b) on the seventh (7th) Day following the date a copy is sent by registered mail to the Person's last known address;
- c) immediately upon the conclusion and sent confirmation of a copy by facsimile transmission to the Person's last known facsimile transmission number; or
- d) immediately upon sending a copy by electronic mail (i.e. e-mail) to the Person's last known electronic mail address.

**6.2** For the purposes of subsections 6.1 (b), (c) and (d) of this By-law, a Person's last known address, facsimile number, and electronic mail address includes an address, facsimile number and electronic mail address provided by the Person to the Township as may be required by a form, practice or policy under this By-law.

## **7.0 Administration**

**7.1** The Clerk, their delegate, or anyone designated by the Clerk shall administer this By-law and establish any additional practices, policies and procedures necessary to implement this By-law and may amend such practices, policies and procedures from time to time as they deem necessary, without amendment to this By-law.

**7.2** The Clerk, their delegate, or anyone designated by the Clerk shall prescribe all forms and notices, including the Penalty Notice, necessary to implement this By-law and may amend such forms and notices from time to time as they deem necessary, without amendment to this By-law.

**7.3** An Administrative Penalty, including any Administrative Fee(s), that is confirmed or reduced, or in respect of which the time for payment has been extended, remaining unpaid after the date when it is due and payable, constitutes a debt to the Township owed by the Person.

- a) Pursuant to subsections 398 (1) and (2) of the *Municipal Act*, where an Administrative Penalty, including any Administrative Fees(s) remain unpaid after the final date on which it is payable as specified in the Penalty Notice, the Administrative Penalty, including any Administrative Fees(s) shall be deemed to be unpaid taxes and the outstanding amount shall be added to the tax roll and collected in the same manner as municipal taxes.

7.4 Where an Administrative Penalty is not paid by the date on which the Administrative Penalty is due and payable; the Person shall pay to the Township a Late Payment Fee, in addition to the Administrative Penalty and any applicable Administrative Fee(s).

7.5 Where a Person makes payments to the Township of any Administrative Penalty, Administrative Fee(s) or Late Payment Fee(s), by negotiable instrument, for which there are insufficient funds available in the account on which the instrument was drawn, the Person shall pay to the Township the NSF Fee set out in the Municipality’s Fees By- law.

7.6 Where an Administrative Penalty is cancelled by a Screening Officer or Hearing Officer, any Administrative Fee(s) are also cancelled.

7.7 Any time limit that would otherwise expire on a Holiday is extended to the next day that is not a Holiday.

7.8 A Person claiming financial hardship under this By-law shall provide documented proof of the financial hardship to the Clerk, their delegate, or anyone designated by the Clerk, the Screening Officer or the Hearing Officer, as applicable.

7.9 Any schedule attached to this By-law forms part of this By-law.

7.10 The Clerk of the Township of Ryerson is hereby authorized to make any minor modifications or corrections of an administrative, 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.

**8 Severability**

8.1 Should any provision, or any part of a provision, of this By-law be declared invalid, or to be of no force and effect, by a court of competent jurisdiction, it is the intent of Council that such a provision, or part of a provision, shall be severed from this By-law, and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

**9 Interpretation**

9.1 The provisions in Part VI of the *Legislation Act*, 2006, S.O. 2006, c.21, Sched. F, shall apply to this By-law.

**10 Short Title**

10.1 This By-law may be referred to as the AMPS By-law.

Read a first, second, and third time, and finally passed this 12<sup>th</sup> day of May, 2026.

\_\_\_\_\_  
Deputy Mayor

\_\_\_\_\_  
Acting CAO/Clerk

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**

**SCHEDULE “A”  
To BY-LAW # -26**

**Administrative Monetary Penalty By-law for  
Non-Parking Offences Designated By-laws**

**Designated By-laws:**

**Clean Yards By-law**

**Trailer Licensing By-law**

**Trailer Park By-law**

**Animal Control By-law**

**Open Air Burning By-law**

**Noise By-law**

1. For the purposes of section 2 of this By-law, Column 1 in the following Table lists the provisions in the Designated By-law identified in the Schedule, as amended.
2. Column 2 in the following Table sets out the short form wording to be used in a Penalty Notice for the contravention of the designated provisions listed in Column 1.
3. Column 3 in the following Table sets out the Administrative Penalty amount that is payable for contraventions of the designated provisions listed in Column 1.

**SCHEDULE "A"**  
**To BY-LAW # -26**

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**  
**ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW # 05-21**

**CLEAN YARDS**

ITEM	COLUMN 1 SHORT FORM WORDING	COLUMN 2 PROVISION CREATING OR DEFINING OFFENCE	COLUMN 3 PENALTY AMOUNT
1	Failure to keep front yard clean and free from any refuse and/or debris	3.1	300.00
2	Failure to keep yard and property clean and free from any refuse and debris except when screened, secured or contained	3.2	300.00
3	Improper disposal, burying, dumping or storage of refuse	3.4	300.00
4	Failure to ensure grass and other vegetation is cut and trimmed to not exceed six (6) inches	3.6	300.00
5	Failure to keep property and yard free and clear of stagnant water	3.7	300.00
6	Failure to fill in any excavation or provide adequate barrier and/or fence	4.1	300.00
7	Failure to ensure that any structure or improvement to land remains in good and safe condition	4.3	300.00

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**  
**ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW # 24-24**

**TRAILER LICENSING BY-LAW**

Item	Short Form Wording	Provision Creating or Defining Offence	Penalty Amount
1	Permit person to locate trailer on property without a licence	Section 3.1	\$300.00
2	Fail to vacate trailer from the months of December 1st to April 30th	Section 3.2	\$300.00
3	Permit more than one (1) trailer on property	Section 3.6	\$300.00
4	Fail to comply with an order	Section 5.6	\$300.00

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**  
**ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW # 25-24**

**TRAILER PARK BY-LAW**

Item	Short Form Wording	Provision Creating or Defining Offence	Penalty Amount
1	Fail to purchase annual licence	Section 7.1	\$300.00

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON  
ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW # 25-25**

**ANIMAL CONTROL BY-LAW**

<b>Item</b>	<b>Short Form Wording</b>	<b>Provision Creating or Defining Offence</b>	<b>Penalty Amount</b>
1	Fail to obtain dog license or kennel license	Section 2.1	\$300.00
2	Permit dog to be at large	Section 3.1	\$300.00
3	Own more than four (4) dogs	Section 3.2	\$300.00
4	Permit dog to trespass on private property	Section 3.3	\$300.00
5	Permit dog to be in a public place without a leash	Section 3.4	\$300.00
6	Permit dog to be in a public park or swimming area	Section 3.5	\$300.00
7	Fail to clean-up and dispose of excrement	Section 3.6	\$300.00
8	Permit dog to bark or make excessive noise	Section 3.7	\$300.00
9	Fail to comply with muzzle order	Sections 5.1	\$300.00
10	Permit animal to be kept, left unattended in Motor Vehicle	Section 6.2	\$300.00
11	Possession of an exotic, wild or non-domesticated animal	Section 7.1	\$300.00

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON  
ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW #31-17**

**OPEN AIR BURNING BY-LAW**

<b>ITEM</b>	<b>SHORT FORM WORDING</b>	<b>Provision Creating or Defining Offence</b>	<b>Penalty Amount</b>
1	Set open air fire during prohibited hours	Section 2.1	\$300.00
2	Set or permit a flying lantern	Section 2.4	\$300.00
3	Fail to comply with permit conditions	Section 4.2	\$300.00
4	Fail to extinguish fire otherwise allowed under permit when ordered to do so	Section 4.6	\$300.00
5	Recreational fire in fire pit larger than permitted	Section 5.1	\$300.00
6	Set or permit recreational fire – burn prohibited materials	Section 5.2	\$300.00
7	Allow recreational fire to adversely affect other Persons	Section 5.3	\$300.00
8	Set or permit recreational fire - burn oversized wood	Section 5.5	\$300.00
9	Set or permit recreational fire within 33 Feet (10 metres) of adjacent property	Section 5.6	\$300.00
10	Set or permit recreational fire within 33 Feet (10 metres) of combustible structure	Section 5.7	\$300.00
11	Set or permit recreational fire without extinguishing provisions and devices	Section 5.8	\$300.00
12	Fail to supervise recreational fire	Section 5.9	\$300.00

13	Set or permit recreational fire during high winds or smog alert	Section 5.10	\$300.00
14	Fail to take reasonable precautions during recreational fire	Section 5.11	\$300.00
15	Fail to extinguish recreational fire when ordered to do so	Section 5.12	\$300.00
16	Set or permit recreational fire during fire ban	Section 5.13	\$300.00
17	Set or permit non-recreational fire without a permit	Section 6.1	\$300.00
18	Set or permit non-recreational fire with oversized burn pile	Section 6.1	\$300.00
19	Set or permit non-recreational fire of prohibited materials	Section 6.2	\$300.00
20	Set or permit non-recreational fire – burn materials other than dry wood or permitted yard waste	Section 6.3	\$300.00
21	Set or permit non-recreational fire within 33 Feet (10 metres) of adjacent property	Section 6.4	\$300.00
22	Allow non-recreational fire to adversely affecting other Persons	Section 6.5	\$300.00
23	Fail to supervise non-recreational fire	Section 6.6	\$300.00
24	Set or permit non-recreational fire without extinguishing provisions and devices	Section 6.7	\$300.00
25	Set or permit non-recreational fire during high winds or smog alert	Section 6.8	\$300.00
26	Fail to take reasonable precautions during non-recreational fire	Section 6.9	\$300.00
27	Fail to extinguish non-recreational fire when ordered to do so	Section 6.10	\$300.00
28	Set or permit non-recreational fire during fire ban	Section 6.11	\$300.00
29	Non-recreational open-air fire during 01 November–31 March exceeds permitted size	Section 6(b)	\$300.00
30	Fail to extinguish fire when ordered to do so	Section 8.3	\$300.00
31	Hinder or obstruct any Person exercising a power or performing a duty under this By-law	Section 12.1	\$300.00

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON  
ADMINISTRATIVE MONETARY PENALTIES**

**BY-LAW # 47-24**

**NOISE BY-LAW**

<b>Item</b>	<b>Short Form Wording</b>	<b>Provision Creating or Defining Offence</b>	<b>Penalty Amount</b>
1	Permit noise from electronic device during prohibited time	Section 3.1Sch. A(1)	\$300.00
2	Permit noise from auditory signaling device during prohibited time	Section 3.1 3.1 Sch A(2)	\$300.00
3	Make or permit noise by shouting, yelling, or similar during prohibited time	Section 3.1 Sch A(3)	\$300.00
4	Permit noise from construction equipment during prohibited time	Section 3.1 Sch A(4)	\$300.00
5	Permit noise from a toy, model or replica during prohibited time	Section 3.1 Sch A(5)	\$300.00

6	Permit noise from a motorized conveyance during prohibited time	Section 3.1 Sch A(6)	\$300.00
7	Permit noise from any tool, equipment or appliance during prohibited time	Section 3.1 Sch A(7)	\$300.00
8	Permit noise from loud playing of musical instruments during prohibited time	Section 3.1 Sch A(8)	\$300.00
9	Permit noise by detonating fireworks or explosive devices during prohibited time	Section 3.1 Sch A(9)	\$300.00
10	Permit the operation of a motorized conveyance in such a way to rev the engine	Section 3.1 Sch A(10)	\$300.00
11	Permit noise from a domestic generator during prohibited time	Section 3.1 Sch A(11)	\$300.00

**SCHEDULE "B"**  
**To BY-LAW # -26**

**Administrative Monetary Penalty By-law for Non-Parking Offences**

**Administrative Fees**

ITEM	COLUMN 1 Administrative Fee	COLUMN 2 Amount
1	Late Payment Fee	\$50.00
2	MTO Plate Denial Fee	\$50.00
3	MTO Search Fee	\$50.00
4	Screening No Show Fee	\$50.00
5	Hearing No Show Fee	\$50.00
6	Insufficient Funds Fee (NSF)	As per the Municipality's Fees By-law

**SCHEDULE "C"**  
**To BY-LAW # -26**

**AMPS REQUEST FORM**

**IMPORTANT INFORMATION TO READ PRIOR TO COMPLETING REQUEST FORM**

- Applicants are responsible for completing all required portions of the applicant portion of this form, and any false or misleading information may lead to this request being null and void.
- Personal information contained on this form is collected under the authority of Part IV and Section 11 of the *Municipal Act, 2001* and will be used for the administration of the AMPS Program. Questions concerning collection of personal information should be directed to the Clerk.
- Any supporting evidence (photos or documents) for your Screening Request must be brought with you or attached to this completed form and the number of items noted.
- Any supporting evidence NOT presented for the Screening is NOT ADMISSABLE at the Hearing.

TO BE COMPLETED BY APPLICANT				
<input type="checkbox"/> Penalty Notice Recipient		<input type="checkbox"/> Authorized Representative		<input type="checkbox"/> Property Owner
PENALTY NOTICE RECIPIENT				
NAME (First and Last)		ADDRESS (Street, Town, Province)		POSTAL CODE
EMAIL		HOME PHONE #		OTHER PHONE #
AUTHORIZED REPRESENTATIVE (to be completed IF REPRESENTATIVE is accompanying Recipient)				
NAME (First and Last)		ADDRESS (Street, Town, Province)		POSTAL CODE
EMAIL		HOME PHONE #		OTHER PHONE #
PENALTY NOTICE INFORMATION (found on notice received)				
PENALTY NOTICE #		NAME / ADDRESS ON NOTICE		OFFENCE COMMITTED
BY-LAW / SECTION #		ADDRESS OF OFFENCE		ISSUED: IN PERSON/MAIL/VEHICLE
TYPE OF REQUEST (Under AMPS By-law)				
<input type="checkbox"/> SCREENING REVIEW	<input type="checkbox"/> APPEAL TO HEARING	<input type="checkbox"/> EXTENSION OF TIME TO PAY	<input type="checkbox"/> EXTENSION OF TIME FOR A SCREENING	<input type="checkbox"/> EXTENSION OF TIME FOR A HEARING
<b>In the space below, provide a factual and detailed explanation of your reason(s) for the Request:</b>				
<b>APPLICANT SIGNATURE</b>			<b>DATE / TIME</b>	
AMPS REQUEST MUST BE SUBMITTED BY:				
1. In Person or by Mail: Township of Ryerson, 28 Midlothian Road, Burk's Falls, Ontario, P0A 1C0				
2. Email completed and signed form (with attachments) to <a href="mailto:clerk@ryersontownship.ca">clerk@ryersontownship.ca</a>				
TO BE COMPLETED BY TOWNSHIP / APPOINTED OFFICER / AUTHORIZED STAFF				
Name		Role / Position		Date Received
Signature / Initials				
IS REQUEST COMPLETE? (applicant information complete / request signed)				
FEE REQUIRED FOR TYPE OF REQUEST?				
Additional information / evidence attached to request?				
Number of attachments:				

A Request for Review by Screening Officer or Hearing Officer or a request for an extension of time to request a Screening Review or Hearing Officer shall only be scheduled by the By-law Enforcement Department.

**SCHEDULE “D”**

SUBJECT:	Conflict of Interest in Relation to the Administration of the Administrative Monetary Penalty System (AMPS) program By-law # -26 - Schedule D	POLICY #: ADM-009	PAGE 1 of 5
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**1. POLICY STATEMENT**

1.1. This policy addresses conflict of interest provisions in relation to the administration of the Administrative Monetary Penalty System (AMPS) program.

**2. PURPOSE**

- 2.1. To define what constitutes a conflict of interest in relation to the AMPS program, to prevent such conflicts of interest and to redress such conflicts should they occur.
- 2.2. To establish conflict of interest guidelines to ensure that AMPS program responsibilities are conducted in accordance with fundamental principles of justice, which include judicial and prosecutorial independence, fairness, impartiality, competence and integrity.

**3. SCOPE**

- 3.1. This policy applies to all Screening Officer(s), Hearing Officers and all Municipal officials and staff involved in the administration of the AMPS program.
- 3.2. For Municipal staff engaged in the administration of the AMPS program, the Code of Conduct and Ethics shall also apply in regard to the activities of an employee in the administration of the AMPS program.

**4. PROCEDURE**

- 4.1. Appointment of Screening Officer(s) and Hearing Officers:
  - 4.1.1. Screening Officer(s) and Hearing Officers shall be appointed by a By-law passed by Council in accordance with the provisions of By-law -26.
  - 4.1.2. Screening Officer(s) are persons (either independent citizens, employees of the municipality, or employees of another municipality, where an agreement for such services exist) appointed by Council to review screening requests. Screening Officer(s) employed by a Township are not permitted to be involved in the day-to-day supervision or management of officers issuing Penalty Notices under AMPS.
  - 4.1.3. Hearing Officers are independent citizens appointed by Council to conduct Hearing Reviews in the public interest. While not a mandatory qualification, it is encouraged that Hearing Officers have a familiarity with legal processes and an educational/employment background in legal matters.
  - 4.1.4. The following persons are not eligible for appointment as a Screening Officer or Hearing Officer:
    - 1. A Member of Council or a relative of a Member of Council. A relative, for the purposes of this policy, is defined to include a
      - a) Spouse, common-law partner, or any person with whom the person is living as a spouse outside of marriage;
      - b) Parent;
      - c) Child, including a step child and grand-child;
      - d) Siblings and children of siblings;
      - e) Aunt, uncle, niece and nephew;
      - f) In-laws, including mother, father, sister, brother, daughter and son; or
      - g) Any person who lives with the person on a permanent basis; or
    - 2. A person indebted to the Township other than:

- a) in respect of current real property taxes; or
- b) Pursuant to an agreement with the Township the terms with which the person is in compliance.

## 5. CONFLICT OF INTEREST

5.1. A conflict of interest arises where a Screening Officer, Hearing Officer or staff person involved in the administration of the AMPS program has a personal or business interest that conflicts, might conflict, or may be perceived to conflict with the interests of the AMPS program. A conflict of interest could arise in relation to personal or business matters including:

- a) directorships or other employment;
- b) interests in business enterprises or professional practices;
- c) share ownership or beneficial interests in trusts;
- d) existing professional or personal associations with a person;
- e) professional associations or relationships with other organizations; and
- f) personal associations with other groups or organizations, or family relationships including relatives as defined in this policy.

5.1.1. Screening Officer(s) must be and appear to be impartial at all times. It would be inappropriate for a Screening Officer to review a Penalty Notice for a personal or business acquaintance or relative (as defined above). A conflict of interest includes an actual conflict and a potential or perceived conflict.

5.1.2. Hearing Officers have obligations to conduct Hearing reviews in an impartial manner. Hearing Officers, in conducting a Hearing Review, are bound by the Statutory Powers and Procedures Act, as well as bound by general administrative common law principles (i.e., procedural fairness, natural justice, impartial and unbiased decision making, legitimate expectation, etc.). Hearing Officers must be and appear to be impartial at all times. It would be inappropriate for a Hearing Officer to review a Screening Review Decision for a personal or business acquaintance or relative, as defined by this policy. A conflict of interest includes an actual conflict and a potential conflict.

5.1.3. Every Screening Officer, Hearing Officer or other Municipal staff person involved in the administration of AMPS, must disclose any obligation, commitment, relationship or interest that could conflict or may be perceived to conflict with his or her duties to or interests in the administration of the AMPS program. A Screening Officer or Hearing Officer shall not represent any person at a Screening Review or Hearing Review.

5.2. Conduct of a Screening Officer(s) and Hearing Officers:

5.2.1. All Screening Officer(s) and Hearing Officers shall conduct themselves in the following manner:

5.2.2. With independence:

- must both be and appear to be independent, impartial, and unbiased.
- must avoid all conflicts of interest, whether real or perceived, and are responsible for promptly taking appropriate steps to disclose, resolve, or obtain advice with respect to such conflicts when they arise.
- should not be influenced by partisan interests, public opinion, or by fear of criticism.
- should not use their title and position to promote their own interests or the interests of others.

- should discharge their duties in accordance with the law, Municipal By-laws and AMPS policy, procedures, and guidelines.

5.2.3. With knowledge:

- should maintain their competence through their work, by participating in training and education courses and by seeking guidance from their colleagues and Municipality, as required.
- should remain up to date on changes in the law, Municipal By-laws, policy, and procedures relevant to their function.

5.2.4. With conduct becoming:

- are subject to ongoing public scrutiny and therefore they must respect and comply with the law and conduct themselves at all times in a manner that promotes public confidence in the integrity and impartiality of the AMPS program.
- should approach their duties in a calm and courteous manner when dealing with the public and others and should present and conduct themselves in a manner consistent with the dignity of the AMPS system and their appointment.
- should convey in plain language their decisions and the reasons therefore where such are required.
- must safeguard the confidentiality of information that comes to them by virtue of their work and should not disclose that information except as required by law.
- in discharging their duties, must treat those with whom they deal in a respectful and tolerant manner regardless of the gender, sexual orientation, race, religion, culture, language, mental abilities, or physical abilities of those persons.

5.2.5. With administration of natural justice paramount:

- shall refrain from openly and publicly criticizing the administration of the AMPS program or the conduct of others. Screening and Hearing Officers shall recognize that only the Clerk and CAO may speak publicly on behalf of the Municipal AMPS program. Any criticisms, suggestions, or concerns related to the AMPS program should be communicated through appropriate channels to the Clerk.
- should deal with the tasks that come before them in a timely manner and should make themselves accessible to those requiring their services.
- must not knowingly exercise a power or function for which they have not been designated.

5.2.6. Procedures may be defined by the Clerk to address specific implementation of this policy.

5.3. Preventing Conflict of Interest:

5.3.1. The keys to preventing conflicts of interest are: disclosure and withdrawal from the power of decision in regards to a Screening Review or Hearing review.

5.3.2. The need for disclosure and withdrawal from a power of decision applies to any real or perceived conflict of interest.

5.3.3. If a Screening Officer or Hearing Officer becomes aware of any real or perceived conflict of interest in regard to a review of an administrative penalty or Screening Decision, as the case may be, the Screening Officer or Hearing Officer shall notify the Clerk or his or her designate(s), of the conflict of interest and

- a) in the case of a scheduled review of an administrative penalty or Screening Decision that has not yet commenced, request another Screening Officer or Hearing Officer to conduct the review to avoid actual or potential conflicts of interest; or
  - b) in the case of a review of an administrative penalty or Screening Decision that has commenced, adjourn the review and withdraw from the power of decision, and advise the Clerk, or his or her designate. The Township will reschedule the Screening review or Hearing Review with another Screening Officer or Hearing Officer, as the case may be.
- 5.3.4. If all appointed Screening Officer(s) and/or Hearing Officers have a conflict of interest with a matter, then the Clerk shall retain another Screening Officer or Hearing Officer to handle the matter that is the subject of the conflict of interest.
- 5.3.5. Screening Officer(s) and Hearing Officers are not permitted to dispute their own Penalty Notices and are expected to pay the administrative penalty for a parking infraction in a timely manner.
- 5.3.6. Questions related to this policy are to be directed to the Clerk. Should legal clarification be required, a solicitor used by the Township may be contacted by the Clerk.
- 5.4. Addressing Conflicts if they Occur:
- 5.4.1. The Municipality's Code of Conduct and Ethics has a process to deal with breaches of the Code by employees in the administration of the AMPS program.
  - 5.4.2. If someone suspects that a Screening Officer or Hearing Officer conducted a Screening Review or Hearing review where there was a conflict of interest, the person shall advise the Clerk and an investigation may be conducted in accordance with Municipal policies.
  - 5.4.3. Any finding of a conflict of interest, shall be reported to the Clerk by the responsible Municipal official, including any recommendation for appropriate disciplinary action, up to and including revocation of appointment.
- 5.5. Influence:
- 5.5.1. No person shall attempt, directly or indirectly, to communicate for the purpose of influencing or interfering, financially, politically or otherwise, with employees or other persons performing duties related to the administration of AMPS.
  - 5.5.2. No person shall attempt, directly or indirectly, to communicate for the purpose of influencing or interfering, financially, politically or otherwise, a Screening Officer or Hearing Officer respecting the determination of an administrative penalty matter and/or respecting a delegated power of decision in a proceeding that is or will be pending before the Screening Officer or Hearing Officer, except a person who is entitled to be heard in a Screening Review or Hearing Review.
- 5.6. Charges under the Criminal Code or Other Statutes or Regulations:
- 5.6.1. Where a Screening Officer or Hearing Officer is charged with an offence under the Criminal Code of Canada or any other federal statute or regulation that is dealt with under the Criminal Code of Canada, such charge shall be disclosed forthwith to the Clerk.
  - 5.6.2. Where a Screening Officer or Hearing Officer is charged with an offence under other federal or provincial statutes or regulations and where continuing to perform his or her duties may erode public confidence in the administration of the AMPS program, the charge shall be disclosed to the Clerk.
  - 5.6.3. A determination will be made by the Clerk as to whether or not an actual or perceived conflict of interest exists or if public confidence in the administration of the AMPS program has been compromised and, if so, the Screening Officer or Hearing Officer may be removed from his or her duties until the final disposition of the charge.

**6. COMMUNICATION / IMPLEMENTATION**

6.1 This policy shall form part of the orientation for all current and new Screening Officer(s) and Hearing Officers and AMPS administration staff.

**7. ACCOUNTABILITY**

7.1 All Screening Officer(s), Hearing Officers and Municipal staff involved in the administration of the AMPS program is accountable for implementing and abiding by this policy. Accountability for interpretation of this policy in relation to a real or perceived conflict of interest shall be determined by the Clerk.

**8. EVALUATION**

9.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.

9.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

**SCHEDULE “E”**

SUBJECT:	Prevention of Political Interference in the Administrative Monetary Penalty System (AMPS) Program By-law # -26 - Schedule E	POLICY #: ADM-010	PAGE 1 of 2
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**1. POLICY STATEMENT**

1.1. This policy is to prevent political interference in the administration of the Administrative Monetary Penalty System (AMPS).

**2. PURPOSE**

2.1. To prevent political interference of any kind in the administration of the AMPS program, and to minimize and restrict opportunities for political interference, intentionally or unintentionally.

2.2. To define what constitutes political interference in relation to the AMPS program, to ensure the responsibilities of the Screening and Hearing Officers are conducted in accordance with fundamental principles of justice, which include decision making and procedural independence, fairness, impartiality and integrity, without any political interference.

**3. SCOPE**

3.1. This policy applies to all elected Members of the Council of the Township of Ryerson, as well as other Municipal officials and staff.

3.2. In regard to Members of Council, this policy should be read and interpreted within the context of prevailing provincial legislation (i.e., Municipal Conflict of Interest Act) and the Council Code of Conduct, including its related policies, procedures and guidelines.

**4. PROCEDURE**

4.1. Principles of Preventing Political Interference:

4.1.1. No person shall attempt, directly or indirectly, to communicate for the purpose of influencing or interfering, financially, politically, or otherwise, with employees or other persons performing duties related to the administration of AMPS.

4.1.2. No person shall attempt, directly or indirectly, to communicate for the purpose of influencing or interfering, financially, politically or otherwise, a Screening Officer or Hearing Officer respecting the determination of an administrative penalty matter and/or respecting a delegated power of decision in a proceeding that is or will be pending before the Screening Officer or Hearing Officer, except a person who is entitled to be heard in a Screening Review or Hearing Review.

4.1.3. All persons involved with the enforcement and administration functions of the AMPS program shall endeavor to carry out such duties in a manner which upholds the integrity of the administration of justice

4.1.4. If someone attempts to influence a Screening Officer, Hearing Officer or Municipal employee engaged in the administration of the AMPS program, contrary to the rules above, the Screening Officer, Hearing Officer or Municipal employee, as the case may be, shall report the incident to the Clerk as soon as possible. No action will be taken against the Screening Officer or Hearing Officer for making any such report in good faith.

4.1.5. Procedures may be defined by the Clerk to address specific implementation of this policy.

## **5. IMPLEMENTATION**

- 5.1 All Members of Council shall be provided with a copy of this policy and the policy shall form part of the Council Code of Conduct.
- 5.2 This policy shall form part of the orientation for all Members of Council at the start of new term of Council, as well as all current and new municipal officials and staff, with the potential for interaction with the AMPS program.
- 5.3 This policy shall form part of the orientation for all current and new Screening and Hearing Officers and AMPS administration staff.

## **6. ACCOUNTABILITY**

- 6.1 Attention is brought to the fact that any interference with the AMPS program may result in charges under the Criminal Code of Canada, Provincial statutes, or other disciplinary action.
- 6.2 A Screening or Hearing Officer, employee or other person performing duties related to the AMPS program under this policy shall report any attempt at political influence or interference, financial, political, or otherwise, to the Clerk. No action shall be taken against the employee or other person(s) for making any such report in good faith.
- 6.3 Where any employee, Screening Officer, Hearing Officer or other person performing duties related to the AMPS program, is contacted by a Member of Council or Municipal official with respect to the administration of the AMPS program, he or she shall immediately disclose such contact to the Clerk in order to maintain the integrity of the AMPS program.
- 6.4 A Screening Officer or Hearing Officer shall disclose any actual or perceived political interference as soon as possible to the Clerk.

## **7. ADMINISTRATION**

- 7.1 This policy shall be administered by the Clerk.

## **8. EVALUATION**

- 8.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.
- 8.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

**SCHEDULE “F”**

SUBJECT:	Public Complaints Process Respecting Administrative Monetary Penalty System (AMPS) Program By-law # -26 - Schedule F	POLICY #: ADM-011	PAGE 1 of 2
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**POLICY STATEMENT**

1.1. This policy is to address any public complaint regarding the administration of the Administrative Monetary Penalty System (AMPS).

**2. PURPOSE**

2.1 To ensure the AMPS program remains an open, accessible, responsive, accountable, efficient, and effective system for enforcement of municipal By-laws in the Township of Ryerson, and any public complaints are addressed in a timely and responsible manner.

**3. SCOPE**

3.1. This policy applies to all public complaints, informal or formal, regarding all aspects of the AMPS program, and applies to all administrative actions and functions of all Municipal employees and other persons responsible for the administration of the AMPS program.

3.2. Screening Officer(s) and Hearing Officers do not have jurisdiction to consider questions relating to the validity of a statute, regulation or By-law or the constitutional applicability or operability of any statute, regulation or By-law. Any public complaints regarding the validity of a statute, regulation or By-law or the constitutional applicability or operability of any statute, regulation or By-law will not be processed through this policy.

3.3. This policy is not intended to replace other specific Municipal programs, policy/procedures and legal processes available to the public to address public concerns with the AMPS program.

**4. PROCEDURE**

4.1. A public complaint shall be processed in keeping with all applicable statutes, By-laws, and policies of the Township of Ryerson. The complaint process shall be as follows:

4.1.1. Any public complaint must be in writing, identifying the name and full contact information of the complainant, and sent to the Clerk, or his or her delegate(s), within 30 days in respect to the date of the event for which the complaint is being made. Complaints that are anonymous will not be accepted.

4.1.2. All complaints shall be treated as confidential by the Clerk, respecting personal information privacy and confidentiality, subject to legislative provisions.

4.1.3. Any complaint regarding a Member of Council in respect of the administration of AMPS shall be processed in accordance with the Council Code of Conduct.

4.1.4. The Clerk, or his or her designate(s), will not address or process any public complaint that is deemed by the Clerk, or his or her designate(s), as frivolous, vexatious, trivial or made in bad faith.

4.1.5. A complainant may withdraw his/her complaint at any time.

4.1.6. Where possible, attempts will be made to address public complaints through an informal resolution process before proceeding to a formal resolution process.

4.1.7. Any deemed resolution of a formal complaint will be addressed by written response by the Clerk, or his or her designate(s), to the person filing the complaint. A public complaint sustained through a review cannot be used as the basis to change or void a decision of a Screening Officer or Hearing Officer, including any penalty fines and administrative fees due or paid.

4.1.8. The Clerk in conjunction with the Municipal By-law Enforcement Officer will report annually as part of the annual AMPS program report on the summary of public complaints filed and addressed in respect of the AMPS program.

4.1.9. Procedures may be defined by the Clerk to address specific implementation of this policy.

## **5. ACCOUNTABILITY**

5.1 All persons responsible for administering the AMPS program shall be responsible for implementation of this policy. The Clerk, or his or her designate(s), unless otherwise noted, shall be responsible for addressing public complaints regarding the administration of the AMPS program.

## **6. ADMINISTRATION**

6.1 This policy shall be administered by the Clerk.

## **7. EVALUATION**

7.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.

7.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

**SCHEDULE “G”**

SUBJECT:	Financial Management and Reporting for the Administrative Monetary Penalty System (AMPS) Program By-law # -26 - Schedule G	POLICY #: ADM-012	PAGE 1 of 2
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**1. POLICY STATEMENT**

1.1. This policy is to affirm that the Township of Ryerson’s Administrative Monetary Penalty System (AMPS) shall follow the existing corporate policies and procedures related to financial management and reporting.

**2. PURPOSE**

2.1. To ensure all financial management and reporting responsibilities related to the AMPS program conform to current corporate policies and procedures for financial management and reporting.

**3. SCOPE**

3.1. This policy applies to all financial management and reporting responsibilities and accountabilities regarding the AMPS program. All Township employees and other persons responsible for the administration of the AMPS program shall comply with this policy.

**4. PROCEDURE**

4.1. Overall Financial Management and Reporting:

4.1.1. Preparation of the Township’s budget revolves around priority setting that reflects the Township’s Strategic Plan, Council priorities, service delivery objectives and standards and historical financial performance; all balanced with the need for prudent financial management. Priority setting and budgeting with respect to the AMPS program shall be the responsibility of the Clerk in conjunction with the Municipal Law Enforcement Officer.

4.1.2. Through the process of current and capital financial management and reporting for the AMPS program, the Clerk shall:

- a) Review and monitor current year actual, budgeted and projected financial performance and operating results.
- b) Proactively compare program financial activity with past performance to identify trends, issues and opportunities.
- c) Comply with all reporting standards and requirements as part of the Township’s financial management and reporting processes.
- d) Comply with all Township procurement policies and procedures in regard to the AMPS program.

4.1.3. Screening Officer(s) and Hearing Officers are prohibited from directly accepting any payment from any person in respect of an administrative penalty. Any person issuing a Penalty Notice in respect of the contravention of a designated By-law is not permitted to accept payment in respect of an administrative penalty.

4.1.4. If a person has paid any administrative fees in respect of an administrative penalty and the penalty is subsequently cancelled by a Screening Officer or Hearing Officer, the Township shall refund in full such administrative fees to the person.

4.1.5. All Township employees engaged in the administration of the AMPS program shall ensure all work activities are conducted in accordance with the Code of Conduct and Ethics. Township employees shall ensure compliance with cash/payment handling procedures for financial stewardship.

**5. METHODS OF PAYMENT**

5.1 Following the issue of a Penalty Notice, the person is permitted to make a voluntary payment by using one of the following methods:

- a) Online Banking: Using your 19-digit roll number and substitute the last 4 digits to “5555”. Indicate “Penalty Notice” as subject and include Penalty Notice number.
  
- b) In Person: Cash  
Personal Cheques/Certified Cheques/Money Order (include Penalty Notice number) and made payable to “Township of Ryerson”  
  
Overnight Drop box (located at front doors of the Municipal Office)
  
- c) By Mail: To the Municipal Office  
Township of Ryerson, 28 Midlothian Road,  
Burk’s Falls, Ontario, P0A 1C0  
Personal Cheques/Certified Cheques/Money Order (include Penalty Notice number) and made payable to “Township of Ryerson”

5.2 Payment is not considered made until received by the Township. Persons must allow sufficient mailing time for payments. Persons should not send cash by mail. Post-dated cheques or payment by installations are not accepted. NSF cheques will be subject to an administrative charge.

**6. AMPS PROGRAM ADMINISTRATIVE FEES**

6.1 Various administrative fees may be payable by a person with a Penalty Notice and administrative penalty due and payable, as set out in the Municipality’s current Administrative Monetary Penalty System By-law.

**7. REPORTING AND TRACKING ADMINISTRATIVE PENALTIES AND ADMINISTRATIVE FEES**

7.1 Upon receipt of a Penalty Notice payment, a Township employee will apply the payment to a specific Penalty Notice and provide notification to the MLEO that the notice has been paid.

7.2 The Township employee will process the various methods of payment as follows:

- a) In Person  
Apply the various methods of payments to the Penalty Notice. Provide a person with a receipt of payment for their records.
  
- b) By Mail  
Apply the cheque payment to the Penalty Notice Mail receipt if requested by the person.
  
- c) Online Banking  
Apply online payment to the Penalty Notice. Provide a receipt if requested by the person.

7.3 Procedures may be defined by the Clerk to address specific implementation of this policy.

**8. ACCOUNTABILITY**

8.1 All persons responsible for administering the AMPS program shall be responsible for implementation of this policy.

**9. ADMINISTRATION**

9.1 This policy shall be administered by the Clerk.

**10. EVALUATION**

10.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.

10.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

**SCHEDULE “H”**

SUBJECT:	Financial Hardship Policy for the Administrative Monetary Penalty System (AMPS) Program By-law # -26 - Schedule H	POLICY #: ADM-013	PAGE 1 of 2
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**1. POLICY STATEMENT**

1.1. The Township of Ryerson has deployed an Administrative Monetary Penalty System (AMPS) for the administration of the various By-laws in force in the Township. This Policy addresses financial hardship in relation to the administration of the AMPS and the fees associated with AMPS. This Policy establishes guidelines to ensure that the Screening and Hearing Officers are aware of how to address these instances and provides examples of documentation that could be accepted as evidence that payment would cause a financial hardship.

**2. PURPOSE**

- 2.1. The purpose of this policy is to respond to requests by persons with a Penalty Notice for relief from paying all, or part of a Penalty Notice, including administrative fees, if the person can demonstrate they would suffer financial hardship if required to pay the penalty.
- 2.2. In accordance with Ontario Regulation 333/07, the Township is required to develop a policy to address financial hardship experienced by individuals required to pay a Penalty Notice and any applicable administrative fees.

**3. SCOPE**

3.1. This policy applies to a Screening Review and Hearing Appeal conducted by a Screening Officer and Hearing Officer, respectively, pursuant to the current Administrative Monetary Penalty System By-law.

**4. PROCEDURE**

- 4.1. Any Person who receives a Penalty Notice is given the right to dispute the Penalty Notice.
- 4.2. The Screening Officer has the authority to cancel or extend the time for payment of the Penalty Notice, including any Administrative Fees, if the Screening Officer finds that payment of the Penalty Notice (including any Administrative Fees) would cause financial hardship.

4.3. Documentation to support financial hardship:

A Person who is experiencing financial hardship should bring documentation to support their claim at the Screening Review or Hearing Appeal. The Person, when required, shall provide documented proof of financial hardship such as:

- a) Old Age Security;
- b) Canada Pension;
- c) Guaranteed Income Supplement;
- d) Disability Pension;
- e) Ontario Student Assistance Program; or
- f) any other form of social assistance.

4.4 The Screening Officer or Hearing Officer will satisfy themselves at the Screening Review or Hearing Appeal as to the authenticity/credibility of the documents provided and will refer to those documents in their decision.

**5. RECORDS RETENTION**

5.1 All information and documentation shall be treated in a confidential manner, in accordance with the Municipal Freedom of Information and Protection of Privacy Act. Photocopies of the documentation may be required and attached to the Screening Decision and/or Hearing Decision record.

**6. IMPLEMENTATION**

6.1 This Policy shall form part of the orientation for all current and new Screening Officer(s), Hearing Officers and AMPS administration staff.

**7. ADMINISTRATION**

7.1 This policy shall be administered by the Clerk.

**8. EVALUATION**

8.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.

8.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

**SCHEDULE "I"**

SUBJECT:	Administrative Procedures for the Administrative Monetary Penalty System (AMPS) Program By-law # -26 - Schedule I	POLICY #: ADM-014	PAGE 1 of 2
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**1. POLICY STATEMENT**

- 1.1. This policy addresses the methods and procedures by which Council, Staff and any other representatives of the Township of Ryerson will follow while using the Administrative Monetary Penalty System (AMPS) Program.

**2. PURPOSE**

- 2.1. The purpose of this policy is to guide consistency and coherence in the use of an Administrative Monetary Penalty System (AMPS) within the overall program design of AMPS for the Municipality, guide appropriate and effective use of AMPS within the Municipality's graduated enforcement approach and guide effective management of the AMPS regime.
- 2.2. This policy is to ensure all financial control and reporting responsibilities related to the Administrative Monetary Penalty System (AMPS) shall follow the existing corporate policies and procedures related to Code of Conduct, Conflict of Interest, Financial Management/Reporting and Political Interference in the administration of the system.

**3. PROCEDURE**

- 3.1. Penalty Notice may include, if applicable and obtainable:
- i. The vehicle licence plate number or vehicle identification number;
  - ii. The Penalty Notice Date;
  - iii. A Penalty Notice Number;
  - iv. The date on which the Administrative Penalty is due and payable;
  - v. The identification number and signature of the Officer;
  - vi. The name of the person penalized;
  - vii. The contravention wording as listed in the attached Schedules, or other particulars reasonably sufficient to indicate the contravention;
  - viii. The amount of the Administrative Penalty;
  - ix. The option(s) available to dispute the Penalty Notice with a Screening Officer and Hearing Officer: and
  - x. A statement advising that an unpaid Administrative Penalty, including any applicable Administrative Fee(s), will constitute a debt of the Person to the Township unless cancelled pursuant to Screening Review or Hearing process.
  - xi. Any additional information such as, the process by which a Person may exercise the right to request a Screening Review/Hearing Review of the Administrative Penalty Notice.

- 3.2. When a person is issued a Penalty Notice, they have the following options:

**Option 1:** Plea of Guilty – Voluntary Payment of Total Payable by mail, online or in person

A Person who is served with a Penalty Notice and who does not pay the amount of the Administrative Penalty on or before the date on which the Administrative Notice is due and payable, shall also pay any applicable Administrative Fee(s).

**Option 2:** Make a request, within Meet with a Screening Officer. The accused or their legal representation and any witnesses may meet with a Screening Officer in person at the Township of Ryerson Municipal Office. If the accused lives more than 50 km from

the Township of Ryerson Municipal Office or has any other extenuating circumstances for why they cannot attend the Municipal Office in person, they may also meet with the Screening Officer by telephone.

If the accused is not satisfied with the Screening Officer's decision, the accused or their legal representation may request a meeting with the Hearing Officer in person at the Screening Review or in writing by mail to the Clerk / Designate before the due and payable date given by the Screening Officer. The Hearing Officer's decision is final.

A Person's Request for Review by a Screening/Hearing Officer or request for an extension of time shall be submitted in writing to the Clerk / Designate or by calling the telephone number listed on the Penalty Notice.

A person has 16 days from the date of issuance of the penalty notice to choose one of the before mentioned options.

Any time limit that would otherwise expire on the Weekend or a Holiday is extended to the next day that is not a Weekend or a Holiday.

- 3.3. \*These above-mentioned options and information shall be clearly marked on every Penalty Notice.

#### **4. IMPLEMENTATION**

- 4.1 All persons responsible for administering the AMPS program shall be responsible for implementation of this policy.

#### **5. ADMINISTRATION**

- 5.1 This policy shall be administered by the Clerk.

#### **6. EVALUATION**

- 6.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.
- 6.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.

SUBJECT:	AMPS Screening Officer and Hearing Officer Process Policy for the Administrative Monetary Penalty System (AMPS) Program By-law # -26 – Schedule J	POLICY #: ADM-015	PAGE 1 of 4
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## 9. POLICY STATEMENT

9.1. The Township of Ryerson deployed an Administrative Monetary Penalty System (AMPS) for the administration of the various by-laws in force in the Township. The Township has authorized the appointment and use of Screening and Hearing Officers to hear and decide the outcome of disputes related to Penalty Notices issued for by-law violations.

## 10. PURPOSE

10.1. This Policy is to provide guidelines for Screening Reviews and Hearing Appeals conducted pursuant to the Township of Ryerson Administrative Monetary Penalty System By-law.

## 11. PROCEDURE

### Screening Officer Review

The Screening Officer is selected by the Clerk and appointed by Council to conduct screening reviews in the public interest. A screening review may be held in the following manner:

- a) Virtual meeting: conducted online by electronic means, using web conferencing technology with specific link provided by the Township.
- b) In person: Designated room at the Township of Ryerson Municipal office located at 28 Midlothian Road, Burk's Falls, Ontario.

You may have an agent attend the Screening Meeting to represent you.

You may have someone attend the Screening Meeting as your interpreter. An interpreter will not be provided by the Township.

The review will be informal and is an opportunity to explain to the Screening Officer why they should reduce or cancel the Administrative Penalty. You may also request an extension of time to pay the Penalty as specified in the AMPS By-law. If you are making arguments that the Penalty will cause you financial hardship, you must provide documentation as listed in the Financial Hardship Policy.

After review of a Screening Review request, a Screening Officer may affirm the Administrative Penalty, including any Administrative Fee(s), or cancel or reduce the Administrative Penalty, including any Administrative Fee(s), or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s) on the following grounds:

- a) where a Person establishes on a balance of probabilities, that they did not contravene the Designated By-law as described in the Penalty Notice;
- b) the Penalty Notice is defective in substance or form;
- c) the Penalty Notice was not served in accordance with Section 6 of the AMPS By-law; or
- d) where a Person provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

You may request an appeal of the Screening Decision by the Hearing Officer within 15 days of the Screening Decision. The Notice will indicate the date, time, and link for virtual meeting, along with any documents the Township deems necessary for you to have prior to the Hearing Appeal.

### Hearing Officer Appeal

These Rules shall be broadly interpreted so as to ensure the most just and expeditious determination of a Hearing on its merits. Where procedures are not provided for in these Rules, a Hearing Officer may do whatever is necessary and permitted by law to effectively determine the matter before them. A Hearing Officer may exercise any of their powers under

these Rules on their own initiative or at the request of a party.

Hearing Officers are individuals appointed by Council to conduct Hearing Appeals in the public interest.

If the owner is not satisfied with the Screening Decision, they have the opportunity to request a Hearing Appeal before a Hearing Officer. All Hearing Appeals will be scheduled by the By-law Enforcement Department.

A Hearing meeting shall be held in the following manner:

- a) Virtual meeting: conducted online by electronic means, using web conferencing technology with specific link provided by the Township.

You may have an agent attend the Hearing Appeal to represent you.

A party at any hearing may:

- a) Present evidence and submissions; and
- b) Call and examine witnesses and conduct cross-examinations of witnesses reasonably required for a full and fair disclosure of all matters relevant to the issues in the Hearing.

Unless the Hearing Officer directs otherwise, the process for all Hearings shall be as follows:

- a) The Hearing Officer will call the Hearing to order and may advise the parties of the Hearing process;
- b) The Hearing Officer will swear or affirm the witnesses or parties presenting evidence;
- c) The Hearing Officer will ask the officer for all information relevant to the Penalty Notice;
- d) The Hearing Officer will ask the Owner, or their representative to make submissions;
- e) If witnesses are called, the process for each witness to give evidence is: direct examination, cross-examination and re-examination, if any;
- f) The Hearing Officer may ask questions of the witness or parties at any time;
- g) A party may make a brief closing statement;

This process is subject to change by the Hearing Officer if they find that there is a fairer way of proceeding.

The Hearing Officer may adjourn a Hearing at any time on such conditions as they consider just.

Where a person is properly notified of a Hearing and does not attend at the time and place appointed, the Hearing Officer may proceed in that person's absence and without further notice to that person.

Where a person fails to attend at the date, time and place scheduled for a hearing, the process of Section 5.6 of the Township's current Administrative Monetary Penalty System By-law shall apply.

After conducting a Hearing, a Hearing Officer may affirm the Administrative Penalty, including any Administrative Fee(s), or cancel or reduce the Administrative Penalty, including any Administrative Fee(s), or extend the time for payment of the Administrative Penalty, including any Administrative Fee(s) on the following grounds:

- a) where a Person establishes on a balance of probabilities, that they did not contravene the Designated By-law as described in the Penalty Notice;
- b) the Penalty Notice is defective in substance or form;
- c) the Penalty Notice was not served in accordance with Section 6; or

- d) where a Person provides clear and sufficient evidence to establish that the cancellation, reduction or extension of time for payment of the Administrative Penalty, including any Administrative Fee(s), is necessary to relieve any undue hardship.

The Hearing Officer does not have the power to award costs of the Hearing to a party.

The Hearing Officer will provide their decision with their reasons in support of the decision, if any, to the By-law Enforcement Department who shall send a copy of the decision to the parties.

The Hearing Officer may at any time correct a typographical error, error of calculation, misstatement, ambiguity, technical error or other similar error made in their decision, direction or order.

The Decision of a Hearing Officer is final.

#### **Adjudication Fee**

An individual who receives an upheld decision in a review by a Hearing Officer in relation to a Penalty Notice issued through AMPS shall be responsible for an additional Adjudication fee of \$25.00.

#### **Submitting Documents**

You must submit any documents or supporting evidence you wish to use in your Screening Review or Hearing Appeal 14 days prior to the date via electronic mail to the following address: [clerk@ryersontownship.ca](mailto:clerk@ryersontownship.ca)

Where a document is submitted in advance, Township staff shall date stamp the document. The date stamped on the document shall be deemed to be the date of receipt.

The party producing the documents should ensure to have originals, where possible and that all documents are legible.

#### **Dismissing request for hearing appeal before hearing date**

The Hearing Officer may dismiss a Request without a Hearing if:

- a) the request is frivolous, vexatious, or is commenced in bad faith;
- b) the request relates to matters that are outside the jurisdiction of the Hearing Officer;
- c) the request was not commenced within the proper time limits required in the Township's by-law or the Owner failed to demonstrate extenuating circumstances that warrant the extension of time; or
- d) some aspect of the statutory requirements for requesting a Hearing has not been met.

Before dismissing a request under this Rule, the Hearing Officer shall give notice of their intention to dismiss the request to all parties setting out the reasons for the dismissal.

#### **Adjournments/Re-scheduling**

A party may request to re-schedule a Screening Review or Hearing Appeal within at least fourteen (14) days prior to the hearing date to the following email: [clerk@ryersontownship.ca](mailto:clerk@ryersontownship.ca)

Only one single adjournment will be made available to the owner.

Last minute requests to re-schedule will be forwarded to the Hearing Officer, in writing, who will use their discretion in determining whether to grant or deny the request.

#### **Sharing Information**

The Hearing Officer may, at any stage in a matter make orders for:

- a) the exchange of documents;
- b) the oral or written examination of a party; or
- c) any other form of sharing information.

The Hearing Officer's power to make such orders for sharing information is subject to any statute or regulation that applies to the Hearing and nothing in this Rule requires the sharing of any information which is privileged by law

**Disclosure Request**

The person who is requesting a Hearing Appeal may request disclosure of documents thirty (30) days prior to the date of the Hearing Appeal. This request must be on prescribed form submitted via email to [clerk@ryersontownship.ca](mailto:clerk@ryersontownship.ca).

**Witnesses**

Unless these Rules provide otherwise, witnesses at a Hearing shall be examined orally and the examination may consist of direct examination, cross-examination and re-examination. The Hearing Officer may determine whether or not evidence from a witness needs to be given under affirmation.

There shall be no undue harassment or embarrassment of a witness as they are giving evidence. The Hearing Officer may disallow a question put to the witness that is vexatious or irrelevant to any matter that may be properly inquired into at the Hearing.

The Hearing Officer may at any time during a Hearing direct that a witness be recalled for further examination.

**Evidence at Hearings**

The Hearing Officer may admit the following as evidence at a Hearing:

- a) any oral testimony; and
- b) any document or other thing, relevant to the subject matter of the Hearing and may act on such evidence, but the Hearing Officer may exclude anything unduly repetitious.

Nothing is admissible in evidence at a Hearing, that would be inadmissible in a court by reason of any privilege under the law of evidence or that is inadmissible by the statute or by law under which the Hearing arises or any other statute.

Where the Hearing Officer is satisfied as to its authenticity, a copy of a document or other thing may be admitted as evidence at a Hearing.

**Record of Hearing**

The By-law Enforcement Department shall compile a record of any Hearing before a Hearing Officer which shall include:

- a) the notice of the Hearing;
- b) all decisions made by the Hearing Officer;
- c) all documentary evidence filed at the Hearing; and
- d) any other documents that in the opinion of the Clerk or designate, or the Hearing Officer should be included in the record of Hearing.

**4. SEVERABILITY**

4.1 If any provision of these Rules is or becomes illegal, invalid or unenforceable, the illegality, invalidity or enforceability of that provision shall not affect the legality, validity or enforceability of the remaining provisions of these Rules.

**5. ADMINISTRATION**

5.1 This policy shall be administered by the Clerk.

**6. EVALUATION**

6.1 The effectiveness of this policy will be evaluated by the CAO and Clerk from time to time or as required by legislative changes.

6.2 Any identified deficiencies or non-compliance issues will be addressed promptly, with corrective measures documented and implemented.



**SCREENING OFFICER DECISION**  
**Township of Ryerson**  
**28 Midlothian Road**  
**Burk's Falls, ON P0A 1C0**

Applicant's Name	
Penalty Notice Number	

1	<input type="checkbox"/>	The administrative penalty is <b>cancelled</b> , and no further action is required.	
2	<input type="checkbox"/>	The administrative penalty is <b>affirmed</b> . The amount of \$ _____ is payable on or before: _____.	
3	<input type="checkbox"/>	The administrative penalty is <b>affirmed</b> . The amount of \$ _____ is payable on or before _____.	
4	<input type="checkbox"/>	The request for extension is refused.	
5	<input type="checkbox"/>	The request for extension is allowed and the new date is: _____.	
6	<input type="checkbox"/>	Other Decision:	
7	<input type="checkbox"/>	<u>Screening Officer Comments:</u>	
Screening Date:		Screening Officer Signature:	

**Note: An additional \$50.00 late payment fee will be added if payment is not made within the due date time frame.**

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # -26**

**A By-law to establish the position of Screening Officer  
and Hearings Officer and to appoint persons  
as Screening Officers and Hearings Officers  
in the Township of Ryerson**

WHEREAS Council of The Township of Ryerson considers it desirable and necessary to establish the position of a Screening Officer and Hearings Officer to who may be delegated quasi-judicial and other authority under various Municipal By-laws.

AND WHEREAS Council of The Township of Ryerson deems it advisable to appoint the Screening Officers and Hearings Officers hereinafter referred to for the purposes designated.

NOW THEREFORE the Council of The Municipal Corporation of the Township of Ryerson ENACTS AS FOLLOWS:

1. In this By-law:
  - a) "Township" means The Municipal Corporation of the Township of Ryerson;
  - b) "Council" means the council of the Township;
  - c) "Delegated Power of Decision" means a power or right, conferred by or under a Township By-law, to make a decision deciding or prescribing the legal rights, powers, privileges, immunities, duties or liabilities of any person or party;
  - d) "Hearings Officer" means the person from time to time appointed by Council pursuant to the By-law;
  - e) "Relative" includes any of the following persons:
    - i. Spouse, common-law partner, or any person with whom the person is living as a spouse outside of marriage;
    - ii. Parent, including step-child and grandchild;
    - iii. Siblings and children of siblings;
    - iv. Aunt, uncle, niece, and nephew;
    - v. In-laws, including mother, father, sister, brother, daughter, and son; or;
    - vi. Any other person who lives with the person on a permanent basis.
  - f) "Screening Officer" means the person from time to time appointed by Council pursuant to this By-law; and
2. The position of Screening Officer is established for the purpose of exercising Delegated Powers of Decision, and shall be appointed by Council.
3. The following are not eligible for appointment as a Screening Officer:
  - a) A member of Council of the Township; or
  - b) The relative of a person referenced in paragraph 3(a);
4. The position of Hearings Officer is established for the purpose of exercising Delegated Powers of Decision, and shall be appointed by Council.

5. The following are not eligible for appointment as a Hearings Officer:
  - a) An employee or member of Council of the Township;
  - b) The Relative of a person referenced in paragraph 5(a); or
  - c) A person indebted to the Municipality other than
    - i. In respect of current real property taxes; or
    - ii. Pursuant to an agreement with the Municipality the terms with which the person is in compliance.
6. No person shall attempt, directly or indirectly, to communicate for the purpose of influencing a Screening Officer or a Hearings Officer respecting the determination of an issue respecting a Delegated Power of Decision in a proceeding that is or will be pending before the Screening Officer or Hearings Officer except a person who is entitled to be heard in the proceeding or the person's lawyer or licensed paralegal and only by that person or the person's lawyer or licensed paralegal during the hearing of the proceeding in which the issue arises. Failure to comply with this section constitutes an offence.
7. The person listed in Schedule A is appointed as the Hearing Officer.
8. The persons listed in Schedule B are appointed as Screening Officers.

#### Administrative Corrections

The Clerk of the Township of Ryerson 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.

Read in its entirety, approved,  
signed and the seal of the  
Corporation affixed thereto and  
finally passed in open Council  
this     day of     , 2026.

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Deputy Mayor

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Acting CAO/Clerk

**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # -26**

Schedule "A"

**Hearing Officer Appointment:**

1. Debbie Ann Hall  
Debbie Ann Hall Paralegal Services Professional Corporation  
280 Manitoba Street  
Bracebridge, ON  
P1L 1S5


**THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF RYERSON**

**BY-LAW # -26**

Schedule "B"

**Screening Officer Appointment:**

1. Nancy Field
2. Brayden Robinson
3. Kelly Morissette

	<h2>Staff Report</h2>
To:	Council
From:	CAO/Clerk, Nancy Field
Date of Meeting:	May 12, 2026
Report Title:	Eastholme Board Representative
Report Date:	May 5, 2026

**Recommendation:** That the Council of the Township of Ryerson support the deputy mayor stepping in to attend the Eastholme Board meetings as the area 4 representative on the Eastholme Board of Management, for the remainder of this term.

**Background:**

The area 4 representative on the Eastholme Board of Management has regrettably resigned.

If no other individual has expressed interest in the role, another representative may step in to attend meetings for the remainder of the current term. All municipalities in Area 4 (Perry, Kearney, Armour, and Ryerson) must agree on the selected representative.

The Deputy Mayor has offered to attend meetings until the end of the term. Council may pass a motion to support this appointment and circulate it to the other Area 4 municipalities to seek their agreement.

Once all municipalities have agreed, the motion confirming the representative must be sent to Shelly Reichstein, Coordinator of Resident Services at Eastholme Home for the Aged.

The Board can then appoint this individual as the Area 4 representative until the next election. Following the election, the process will begin again, and the newly selected councillor will assume the role in April 2027.



## **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

### **Spring 2026 Agenda – 172<sup>nd</sup> Meeting – Friday, May 29, 2026**

**Hosted by the Town of Kearney**

**Kearney Community Centre; 8 Main Street, Kearney, ON P0A 0B1**

- 8:15-9:00** Registration / Coffee sponsored by **AL G. Brown & Associates**
- 9:00-9:30** Singing of O Canada  
Acknowledgement of the Passing of Township of the Archipelago Councillor, Tom Lundy  
Introduction of the Head Table  
Welcome and Opening Remarks – **Cheryl Philip**, Town of Kearney  
Town of Kearney Land Acknowledgement  
Greetings from Parry Sound-Muskoka MPP, **Graydon Smith**  
Greetings from Parry Sound-Muskoka MP, **Scott Aitchison**  
FONOM Update presented by **Lynda Carleton**  
ROMA Update presented by ROMA Zone 9 Director, **Mark Wilson**
- 9:30-10:15** **Road Assumption - Stay in Your Lane** *presented by Jaden Hodgins, P. Eng. Roads Specialist from Intact Public Entities*
- 10:15-10:35** **Care on the Move: What's New in Community Paramedicine** *presented by Tom Smith, Community Paramedicine Superintendent*
- 10:35-10:50** Coffee break sponsored by **MuniSoft ... Municipal Software & More!**
- 10:50-11:10** **Ready When It Matters: Emergency Management in Action** *presented by Diane Ploss, Field Officer, Emergency Management Ontario*
- 11:10-11:30** **Dollars & Decisions: Making Municipal Budgets Work** *presented by the Ministry of Municipal Affairs and Housing*
- 11:30-12:00** **Destination District of Parry Sound! Growing Tourism in Our Backyard** *presented by James Murphy, CEO, Explorers' Edge*
- 12:00-1:00** **Lunch** will be served by Colleen Comer and will feature a delicious variety of lasagna, fresh Caesar salad, warm garlic toast, and an assortment of desserts.
- 1:00-2:00** **The Path Forward: DSSAB's Approach to Housing Loss Prevention and Encampments** *presented by Tammy MacKenzie, CAO and Jeff Degagne, Director of Income Support and Stability, District of Parry Sound Social Services Administration Board*
- 2:00** **Resolutions / Business Meeting**
- Adoption of the Minutes of the Fall 2025 Meeting
  - Treasurer's Report August 1, 2025 to December 31, 2025
  - Minutes of the November 27, 2025 Executive Meeting
- Draw for Mystery Door Prize: Must be present to claim!
- Host and Date of Next Meeting:** Friday, September 25, 2026, *hosted by the Township of Carling*
- Adjournment

	<h2>Staff Report</h2>
To:	Emergency Control Group
From:	Executive Assistant
Date of Meeting:	May 12, 2026
Report Title:	April Flood Event
Report Date:	April 21, 2026

### **Purpose/Background:**

Over the weeks of April 6<sup>th</sup> to the 17<sup>th</sup> the almaguin area received significant amounts of rainfall that resulted in quick thaw and water accumulation.

On April 14, 2026, at 12:45 p.m. the Township declared a Significant Weather Event due to the significant rainfall and flooding that was occurring, the public were strongly encouraged to prepare 72 hour emergency kits.

Between the dates of April 14<sup>th</sup> to April 21<sup>st</sup> the township closed a total of seven (7) roads due to flooding and washouts.


The following roads were closed throughout that week:

- **Royston Rd:** Washout – closed April 14, 2026, on April 15, 2026, emergency culvert replacement occurred and was reopened in the late evening.
- **Roskopf Rd:** April 14, 2026, wash out and was temporarily fixed, closed again on April 15, 2026, for a culvert replacement.
- **Hill and Gully Rd:** Closed on April 14, 2026, due to flooding and wasn't reopened until April 21, 2026.
- **Stoney Rd:** Closed on April 14, 2026, due to washout, temporarily fixed and reopened on April 15, 2026. Road was closed on April 17, 2026, for an Emergency culvert replacement was completed within the same day.

- **Peggs Mountain Rd:** Closed on April 16, 2026, due to flooding and was not reopened until April 21, 2026.
- **Midlothian Rd:** Closed on April 17, 2026, due to flooding and was not reopened until April 21, 2026.
- **Sieber Rd:** Closed on April 17, 2026, for an emergency culvert replacement.

As of April 21, 2026, water levels have begun receding and all township roads have been reopened.

All road repair work resulting from the recent weather event has been completed as of April 29, 2026. Crews restored damaged sections by replacing washed out gravel and addressing drainage issues across the affected routes. This included replacing or repairing failed culverts on Roskopf, Seiber and Royston roads. Effected ditches were cleared of debris and gravel.

	<h2>Staff Report</h2>
<b>To:</b>	Ryerson Township Council
<b>From:</b>	Treasurer
<b>Date of Meeting:</b>	May 12, 2026
<b>Report Title:</b>	Courteous Conduct Policy
<b>Report Date:</b>	May 6, 2026

**Recommendation**

That the draft Courteous Conduct Policy be received.

**Background**

The Township of Ryerson aims to provide exemplary services to members of the public, and address service requests and complaints in an equitable and transparent manner while promoting a respectful and harassment-free workplace.

In recent years, there has been an increase in the number of interactions that could be classified as frivolous or vexatious. These interactions are a drain on staff time and resources, and may hinder staff’s ability to provide quality services to the resident base at large.

The enclosed draft Courteous Conduct Policy is designed to establish a framework by which such interactions may be addressed. It is to work in tandem with the Township’s existing Complaints Policy, as set forth in By-law 15-19.

If Council is in favour of adopting such a Policy, a By-law will be brought forward to the next regular meeting for consideration.

## SCHEDULE 'A' TO BY-LAW XX -26

### **Purpose:**

This policy contributes to the objective of dealing with all residents in a consistent and equitable manner, while acknowledging that there may be a need to protect Staff, Members of Council, and residents of the Township of Ryerson from unreasonable behavior and frivolous and/or vexatious actions.

Some situations arising from unreasonable behaviour may cause concern for the reasonable safety of other individuals on Township premises. Other situations may compromise the enjoyment of Township facilities for all users. Frivolous, vexatious and/or unreasonably persistent requests may consume a disproportionate amount of Member and/or Staff time and resources and can compromise their ability to provide public assistance or deliver satisfactory customer service efficiently and effectively. Such requests may also impede Staff from attending to other essential issues. These situations and requests may require the Township to put restrictions on the contact that some individuals have with the Township.

This policy is not intended to deal with generally difficult clients and individuals. It applies to members of the public whose behaviours and actions are unreasonable, frivolous and/or vexatious. Determining whether particular behaviours or actions are unreasonable, frivolous or vexatious can be flexible balancing exercise that requires all circumstances of a particular case to be considered. In many cases, the key question is whether the behaviours or actions are likely to cause distress, disruption, or irritation, without proper or justified cause.

The decision to classify someone's behaviour as unreasonable, or to classify a request as vexatious or frivolous, could have serious consequences for the individual including restricting their access to Members of Council, Staff, services, and/or Township property. As such, this policy provides clear examples of behaviours and actions, as well as clear steps for Staff to follow. Any restrictions made under this policy shall be made with consideration to the specific circumstances of each case, and there is an opportunity for the affected individual to have any restrictions reviewed and/or appealed.

### **Objective:**

The Township of Ryerson aims to provide exemplary services to all members of the public and to address service requests and complaints equitably, comprehensively and in a timely manner, while promoting a respectful, tolerant and harassment-free workplace between Members of Council, officers and employees of the corporation, and the public.

In order to achieve these objectives, unreasonable behaviour and/or frivolous and vexatious complaints or requests from some members of the public who require services, or access Township premises, may need to be limited in a manner that is clear, consistent, reasonable, and proportional to the individual(s) action(s).

### **Definitions:**

"Vexatious" means a request that is without merit and pursued in a manner that is malicious or intended to embarrass or harass the recipient and includes intimidation techniques.

"Frivolous" means a request that is without merit or substance or is trivial.

"Unreasonable" behaviour involves conduct that is unacceptable in all circumstances regardless of how stressed, angry or frustrated an individual is, because it unacceptably compromises the health, safety, and security of Staff, other service users, or the individual themselves. Further, requests or complaints that are incomprehensible, inflammatory or based on conspiracy theories are also considered unreasonable.

### **Application:**

This policy is to be implemented if behaviours or requests from an individual are determined to be unreasonable, frivolous and/or vexatious as defined herein. The following behaviours or requests may take place in circumstances including, but not limited

to, one or more of the following:

- Public meetings;
- Written communication;
- Telephone communication
- In-person communication;
- Electronic communication, including email and social media; and/or
- Interactions at Township property, parks or facilities.

#### **Examples of Unreasonable Behaviour:**

Examples of what might be considered unreasonable behaviour are provided below. The list is not exhaustive, nor does one single feature on its own necessarily imply that the person will be considered as demonstrating unreasonable behaviour.

- Refusing to specify the grounds of a complaint, despite offers of assistance;
- Changing the basis of the complaint/request as the matter proceeds;
- Denying or changing statements made at an earlier stage;
- Covertly recording meetings and conversations;
- Submitting falsified documents from themselves or others;
- Making excessive demands on the time and resources of Staff with lengthy phone calls, emails to numerous Staff, or frequent detailed letters, and expecting immediate response;
- Refusing to accept the decision/repeatedly arguing points with no new evidence;
- Persistently approaching the Township through different routes about the same issue;
- Causing distress to Staff, which could include use of hostile, abusive or offensive language, or an unreasonable fixation on an individual member of Staff;
- Making unjustified complaints about Staff who are trying to deal with the issues, and seeking to have them replaced;
- Engaging in aggressive, disrespectful or intimidating behaviour, bullying, yelling, harassment or using coarse language while accessing a Township program, service program, event or facility;
- Threats of, or actual physical violence;
- Loitering, causing a disturbance, or acting under the influence of drugs and alcohol while attending Township premises;
- Attending a Staff Member's private residence or private property uninvited; and/or
- Emailing or otherwise circulating photos of Council or Staff Members in a disrespectful way.

#### **Examples of Vexatious or Frivolous Requests:**

Examples of what might be considered vexatious or frivolous are provided below. The list is not exhaustive, and for a request to be considered as vexatious or frivolous it is likely that more than one of the below-mentioned items are present.

- Submission of obsessive requests with a high frequency of correspondence;
- Requests for information the requester has already seen, or clear intention to reopen issues that have already been considered;
- Where complying with the request would impose a significant burden on the Township in terms of expense, and negatively impact its ability to provide services to others;
- Where the requester states that the request is meant to cause maximum inconvenience, disruption, or annoyance;
- Where the request lacks any serious purpose or value. An apparent lack of value would not usually be enough on its own to make a request vexatious, but may when considered with other examples; and/or
- Harassing the Township, which could include very high frequency of correspondence or mingling requests with accusations and complaints.

Furthermore, a pattern of conduct occurs when, on several occasions, an individual engages in one or more of the following:

1. Bringing complaints concerning an issue(s) that Staff have already investigated and concluded;
2. Bringing complaints concerning an issue that is substantially similar to an issue that Staff have previously investigated and concluded, and no new information is being introduced; and/or
3. Engaging in unreasonable conduct which is abusive of the request for services or complaint process, including but not limited to the examples set out under the Application section of this policy.

**Policy Requirements:**

The decision to classify someone's behaviour as unreasonable, or to classify a request or complaint as frivolous and vexatious, could have serious consequences for the individual, including restricting his or her access to Township services, facilities, and Staff.

The decision may be a result of a repeated pattern of conduct when, on several occasions, a person engages in one or more behaviours or actions identified as unreasonable, frivolous, and/or vexatious, or it may be a single significant incident that requires the invocation of this policy.

If an incident presents an immediate threat, contact 9-1-1.

## SCHEDULE B TO BY-LAW XX-26

### Staff Guidelines for Addressing Unreasonable Behaviour

#### Responsibilities:

All users of this policy are required to document the actions of the individual, and their own actions, in as much detail as possible.

Certain situations involving unreasonable behaviour on Township property, parks or facilities may require immediate action by way of a Trespass Notice, after all possible alternative measures are considered and/or implemented.

Under other situations involving unreasonable behaviour which does not require such immediate action, as well as those circumstances which involve frivolous and vexatious requests, specific responsibilities are as follows:

#### 1. Employees

- If a Staff member experiences or witnesses any incident or behaviour that makes the Staff member uncomfortable or unsafe, the Staff member should report the matter to their Supervisor or Department Head and provide any supporting information and/or material(s), which may include the following:
  - The length of time that Staff have been in contact with the individual and the history of interactions;
  - Copies of correspondence that has been exchanged with the individual;
  - The number of requests that the individual has brought forward and the status of each; and/or
  - Documentation regarding the nature of the individual's behaviour and the amount of time that has been consumed addressing their concerns;
- If a Staff member believes that a request or a complaint is unreasonable, frivolous or vexatious, the Staff member should consult with their Supervisor or Department Head, and provide any supporting information and/or material(s) including those as outlined above;
- Staff are responsible for advising their Supervisor or Department Head of the steps that have been taken to resolve the issue to date, and maintaining detailed records of interactions with individuals in order to justify any actions taken to restrict the individual's access to Staff or services;
- If applicable, ensure compliance with any relevant duties and procedures.

#### 2. Department Heads

- Review the information provided by Staff and determine if the individual's behaviour warrants the application of restriction(s);
- Work with Staff to determine appropriate restriction(s), including how to inform the individual of the restriction(s);
- Consult with the CAO and Municipal Solicitor when necessary;
- Make the determination to classify an individual's behaviour as unreasonable or to classify a request as frivolous and/or vexatious;
- Determine the restriction(s) to be imposed on the individual and communicate these restrictions to the individual;
- Maintain all documentation related to the review and documentation of restriction(s);
- Conduct reviews of any restriction(s) and communicate the outcome to the individual;
- Advise the CAO in writing when restrictions are placed on an individual under the policy, providing a copy of the notice given to the individual, as well as any additional information requested by the CAO; and
- If applicable, ensure compliance with any relevant duties and procedures.

3. Members of Council

- Consult with the CAO and Integrity Commissioner if necessary regarding cases of unreasonable behaviour and/or frivolous and vexatious action that the Member wishes to address, as described in this policy. Upon being consulted by a Member of Council, the Integrity Commissioner shall provide advice to the Member respecting any proposed action under this policy as it relates to the Member's obligations under the Code of Conduct for Council Members.
- Any restriction(s) placed on an individual on behalf of a Council Member under this policy shall be administered by the CAO.

**Monitoring/Contraventions:**

Course of Action

1. Information Review: Based on the information provided by Staff and Department Heads a review shall be conducted by the Department Head to determine if an individual's behaviour warrants the application of restriction. Each case should be considered on an individual basis. This determination or any restrictions shall consider the specific circumstances of the matter as well as the following;
  - The individual's personal circumstances, level of competency, literacy skills, etc. if known to Staff;
  - If applicable, whether the request or the complaint has been dealt with properly and in line with the relevant procedures and statutory guidelines;
  - If applicable, whether Staff have made reasonable efforts to satisfy or resolve the request or complaint;
  - If applicable, whether the individual is presenting new material or information about the situation or making a new request or complaint.
  
2. Notice: Upon determination that an individual's behaviour is unreasonable or to classify a request or complaint as frivolous or vexatious, and depending on the severity of the incident, the Department Head shall;
  - Send a letter of warning to the individual indicating that the behaviour/requests are a violation of this policy and that restrictions may be imposed should they continue; or
  - Send a letter of notification to the individual indicating that the matter has been reviewed and that restrictions are to be imposed. This letter shall include a summary of the findings of the Department Head's review, including as follows:
    - I. A summary of the matter which has led to the restrictions;
    - II. A summary of the interactions with the individual;
    - III. A description of the restrictions that are to be applied; and
    - IV. The rationale for applying the restrictions.
  
3. Potential Restrictions: Restrictions should be tailored to deal with individual circumstances. Actions available to the Department Heads to restrict the individual may include, but are not limited to, any combination of the following:
  - Limiting the individual's correspondence with Staff to a particular format, time or duration;
  - Limiting the individual to a particular point of contact;
  - Requiring any face-to-face interactions between the individual and Staff to take place in the presence of any other Staff member;
  - Requiring the individual to make contact with the Township only through a third party, such as a solicitor or counselor;
  - Limiting or regulating the individual's use of Township Services;
  - Refusing the individual access to a Township facility except by appointment or specific permission;
  - Requiring that the individual produce full disclosure of documentation or information before Staff will further investigate a complaint;
  - Instructing Staff not to respond to further correspondence from the

- individual regarding the complaint or a substantially similar issue;
  - Informing the individual that further contact on the matter will not be acknowledged or replied to;
  - Closing the complaint or request for service;
  - Instructing Staff not to investigate any complaints regarding an issue that has already been investigated or which is substantially similar to an issue that has already been investigated;
  - Pursuing legal action including the issuance of a Notice of Trespass in accordance with applicable procedures. All Staff who have the authority to issue notices in accordance with the procedure are required to consider and/or implement all possible alternative measures before issuing a Trespass to Property Notice.
4. Restriction Review: The letter of notification shall advise of a review date for the matter, depending on the severity of the incident and the nature of the matter and restriction(s) implemented. Generally, all cases where this policy is applied should be reviewed every three months after the service change or restriction was initially imposed or continued/upheld.

The affected individual will be invited to participate in the review process by providing a written submission or by way of other method as appropriate in the circumstances, unless it is determined that this invitation will provoke a negative response from the individual.

Prior to the review date, Staff and the Department Head shall meet and review the situation and determine if the restrictions should continue. During the review, consideration shall be given to factors such as:

- Whether the individual has had any contact with the Township during the restriction period;
- The individual's conduct during the restriction period;
- Any information/arguments put forward by the individual for review;
- The effect that continuing the restriction may have on the individual; and
- Any other information that may be relevant in the circumstances.

The individual shall be informed of the outcome of the review by way of letter within ten business days of completion of the review and, if determined that restrictions should continue, be given the date on which the subsequent review will occur.

**Appeals:**

1. The individual shall have the ability to appeal any decision to impose restrictions by contacting the CAO, in writing, within ten business days from the date the restriction was issued. The CAO shall review all relevant information along with the appeal within ten business days from the date the appeal was received and may confirm, rescind or amend the restrictions. The Township CAO's decision is final.
2. Requests for review of decisions made under the applicable policy shall be made in accordance with the review process set out in those policies.
3. In the event that the issue cannot be resolved through this policy, the individual may submit a complaint to the Office of the Ontario Ombudsman.

**JOINT ARENA SERVICES AGREEMENT**

This Agreement made effective this [redacted] day of April, 2026

BETWEEN:

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

**-and-**

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

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

## II. TERM OF THE AGREEMENT

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

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

### **III. THE JOINT SERVICE**

#### **Ownership, Operation and Maintenance**

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

#### **Administration, Cost Sharing, Oversight and Reporting**

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

(f) Reporting, on a quarterly basis, in the form required by the Administering Municipality, to the other Municipalities.

11. Burk's Falls shall not charge any additional fees to the other Municipalities to Administer the Service.

#### IV. TRI-COUNCIL AND SUBCOMMITTEE MEETINGS

12. Tri-Council meetings shall be held up to four (4) times each calendar year, and shall be subject to the following provisions:

(a) Meetings shall be held at 7:00 p.m. local time on the last Monday of the month.

(b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Arena Service.

(c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.

(d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.

(e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.

13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Arena Services, and function based on the Terms of Reference established therefor.

14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Arena Services, and to work collaboratively to improve service delivery and future planning regarding the Arena Service. The Committee exists to keep Partners informed on operational challenges faced by the Arena Service, service delivery issues, and provide representation from each of the Partner Councils.

15. The Arena Manager, and/or designate, may be present at select Committee meetings to provide technical input or advise relating to the Arena Service.

16. The Committee shall endeavour to meet quarterly, at a schedule to be determined amongst its members.

17. The Committee shall not direct any of the Administrative Services provided by Burk's Falls or provide direction to employees of the Arena Service.

**V. BUDGETS AND FINANCIAL REPORTING**

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

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

## **VI. ADMINISTRATION OF COST SHARING**

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

## **VII. INDEMNIFICATION AND INSURANCE**

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

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

#### **VIII. EMERGENCY SITUATIONS**

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

**IX. RESOLUTION OF DISPUTES**

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

**X. TERMINATION OF AGREEMENT/WITHDRAWAL FROM SHARED SERVICES**

36. If any Municipality wishes to withdraw from participation in the shared delivery of the Service and wishes to terminate the Agreement, it shall give such notice in writing, as provided for in Sections 2 and 9 of this Agreement, to the other Municipalities, accompanied by a resolution of Council indicating such decision to withdraw.
37. If notice of withdrawal is received prior to the dispute resolution procedures as established in Section 9 being engaged, said notice shall be deemed not to be in effect and the party issuing the notice shall be directed to engage in the formal dispute resolution procedures as outlined.
38. If notice to terminate this Agreement/withdraw from the shared delivery of the Services is given and the Municipality giving such reverses such decision within the notice period provided for in Section 2 of this Agreement, the shared delivery of Services and this Agreement will continue as if such notice was never given, unless the Municipalities amend or reconstitute this Agreement and then such agreement will continue on such new terms as may be memorialized in this Agreement or any successor agreement.

**XI. DISSOLUTION**

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

**XII. NOTICE**

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

The Municipal Corporation of the Township of Armour

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

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

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

The Corporation of the Township of Ryerson

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

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

**XIII. FORCE MAJEURE**

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

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

#### **XIV. GENERAL PROVISIONS**

##### **Severability and Jurisdiction**

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

##### **Legislative Change**

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

##### **Entire Agreement**

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

##### **Laws of Ontario**

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

##### **Amendments**

47. This Agreement may only be amended by a written agreement executed by all Parties.

##### **Counterparts**

48. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Headings and Wording**

49. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
50. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
51. Any section, clause or provision in this Agreement shall be deemed to be severable should it be declared invalid by a court of competent jurisdiction and said severed section, clause or provision shall not be taken to invalidate the remaining provisions of this Agreement.
52. The Municipalities have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Municipalities, and no presumption or burden of proof shall arise favouring or disfavouring any Municipality by virtue of the authorship of any of the provisions of this Agreement.
53. This Agreement shall not be modified or amended except with the written consent of all Municipalities and no modification or amendment to this Agreement binds any Municipality unless in writing and executed by the Municipality intended to be bound.
54. No Municipality shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Municipalities. Any such assignment shall not relieve any Municipality of its obligations herein. This agreement shall be binding upon and endure to the benefit of the parties and their successors and permitted assigns and heirs.
55. No Municipality shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Municipalities, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Municipality in such proceedings.
56. This Agreement may be executed in counterparts and delivered by facsimile transmission and each such counterpart, whether delivered executed in its original form or by facsimile transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.
57. The Schedules attached hereto which form part of this Agreement are as follows:  
  
Schedule "A" - Real Property Ownership  
  
Schedule "B" - Dissolution of Assets

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

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

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

Mayor

Mayor

Clerk

Clerk

**THE CORPORATION OF THE TOWNSHIP OF  
RYERSON**

Mayor

Clerk

DRAFT

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**SCHEDULE A  
REAL PROPERTY OWNERSHIP**

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

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

## **SCHEDULE B DISSOLUTION OF ASSETS**

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

### **1.1. Ownership of the Real Property**

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

### **1.2. Dissolution of Capital Items**

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

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

### **1.3. Long Term Debt and Capital Leases**

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

#### **1.4. Other Recorded Assets or Liabilities**

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

#### **1.5. Unrecorded Assets or Liabilities**

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

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

**JOINT WASTE MANAGEMENT SERVICES AGREEMENT**

This Agreement made effective this [REDACTED] day of April, 2026

BETWEEN:

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

**-and-**

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

**-and-**

**THE CORPORATION OF THE TOWNSHIP OF RYERSON**

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

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

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

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

**I. DEFINITIONS**

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

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

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

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

## II. TERM OF THE AGREEMENT

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

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

### **III. THE JOINT SERVICE**

#### **Ownership, Operation and Maintenance**

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

#### **Administration, Cost Sharing, Oversight and Reporting**

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

and the Ontario Ministry of Finance, with respect to the Service, as may be required by Applicable Law;

- (e) Maintain financial records with respect to the Service and report to the other Municipalities as required by this Agreement with respect to budgets, revenues, expenses, audits and other financial activities related to the Service; and
- (f) Reporting, on a quarterly basis, in the form required by the Administering Municipality, to the other Municipalities.

11. Armour shall not charge any additional fees to the other Municipalities to Administer the Service.

#### **IV. TRI-COUNCIL AND SUBCOMMITTEE MEETINGS**

12. Tri-Council meetings shall be held up to four (4) times each calendar year, and shall be subject to the following provisions:

- (a) Meetings shall be held at 7:00 p.m. local time on the last Monday of the month.
- (b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Waste Management Service.
- (c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.
- (d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.
- (e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.

13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Waste Management Services, and function based on the Terms of Reference established therefor.

14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Waste Management Services, and to work collaboratively to improve service delivery and future planning regarding the Waste Management Service. The Committee exists to keep Partners informed on operational challenges faced by the Waste Management Service, service delivery issues, and provide representation from each of the Partner Councils.

15. The Waste Management Administrator, and/or designate, may be present at select Committee meetings to provide technical input or advise relating to the Waste Management Service.
16. The Committee shall endeavour to meet quarterly, at a schedule to be determined amongst its members.
17. The Committee shall not direct any of the Administrative Services provided by Armour or provide direction to employees of the Waste Management Service.

**V. BUDGETS AND FINANCIAL REPORTING**

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

be implemented. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.

- (b) An overspending of the budget does not constitute a change to the budget but shall be reported by the Administering Municipality to the other Municipalities with an explanation of and reason(s) for the overspending.

23. If circumstances arise in any calendar year where any unbudgeted Expenditure becomes necessary, as determined by the Administering Municipality, the Administering Municipality shall provide a written explanation of the unbudgeted Expenditure, including its impact on the Administration and delivery of the Service, and shall provide an estimate of the cost of the unbudgeted Expenditure to each of the other Municipalities, through the respective Clerks, for consideration by each, to consider such item at its next regularly scheduled meeting of Council.

- (a) If all Municipalities cannot agree on proceeding with the unbudgeted Expenditure, within thirty (30) Calendar Days of the date of the written explanation, the Head of Council for the Administering Municipality shall call a Tri-Council Meeting, to be held no later than fifteen (15) Calendar Days following the call of the meeting and at that meeting the unbudgeted Expenditure shall be considered and will only go forward if approved by each Municipality. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.

24. The Administering Municipality is responsible to ensure that its auditor carries out an audit, on an annual basis, for the Service and shall provide a copy of its audited financial statements to the other Municipalities within ten (10) Business Days after they are received from its auditor.

## **VI. ADMINISTRATION OF COST SHARING**

25. The Net Cost of the Services shall be shared annually as follows:

- (a) Each Municipality shall pay fifteen percent (15%) of the net costs; and
- (b) The balance of net costs shall be shared based on the number of garbage bags the residents for each Municipality have deposited into the landfill in the prior calendar year.

26. Each year, at the February budget meeting, the Waste Management Administrator shall provide the final total number of garbage bags each Municipality's residents have deposited into the landfill in the prior calendar year, and these figures shall be used to allocate the remainder of the net costs between each Municipality.

27. Each Municipality, at its discretion, may elect to provide an allocation of subsidized garbage bags to each household in its Municipality per calendar year. The Administering Municipality shall invoice the other Municipalities monthly for the cost of any subsidized garbage bags brought to the landfill in the previous month, and such invoices are due within thirty (30) Calendar Days of issuance.
28. The Administering Municipality shall invoice the other Municipalities quarterly (March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>) for their share of the net costs of the Service and such invoices are due within thirty (30) Calendar Days of issuance.
29. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

## **VII. INDEMNIFICATION AND INSURANCE**

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

(c) Include a Non-Owned automobile endorsement.

33. During the term of this Agreement, Armour shall obtain and maintain in full force and effect an Environmental Liability Policy in an amount of not less than five million dollars (\$5,000,000) per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury, as well as injury to or physical damage to tangible property, or the prevention, control, repair, cleanup, or restoration of environmental impairment of the lands, the atmosphere or any water course or body of water on a sudden or accidental basis and/or gradual release. The policy will be renewed for three (3) years after termination of this Agreement. Should the policy be non-renewed, ninety (90) days' notice of said cancellation or non-renewal must be provided by the Administering Municipality to the other Municipalities, and any of the Municipalities have the right to request that an extended policy period be purchased by the Administering Municipality. Said policy shall name the other parties as an additional insured with respect to any claim arising out of the obligations under this Agreement.
34. During the term of this Agreement, each Municipality shall obtain and maintain in full force and effect, automobile liability insurance in the amount of two million dollars (\$2,000,000.00) for injury, loss or damage resulting from any one occurrence.
35. If any Municipality receives a notice of claim, action, application, order, or any other insurance or legal proceeding in respect of the Waste Management Service, it shall, within five (5) Business Days, provide a copy of such to the other Municipalities.

#### **VIII. EMERGENCY SITUATIONS**

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

#### **IX. RESOLUTION OF DISPUTES**

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

**X. TERMINATION OF AGREEMENT/WITHDRAWAL FROM SHARED SERVICES**

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

**XI. DISSOLUTION**

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

**XII. NOTICE**

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

The Municipal Corporation of the Township of Armour

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

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

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

The Corporation of the Township of Ryerson

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

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

**XIII. FORCE MAJEURE**

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

## **XIV. GENERAL PROVISIONS**

### **Severability and Jurisdiction**

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

### **Legislative Change**

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

### **Entire Agreement**

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

### **Laws of Ontario**

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

### **Amendments**

50. This Agreement may only be amended by a written agreement executed by all Parties.

### **Counterparts**

51. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Headings and Wording**

52. The inclusion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

53. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
54. Any section, clause or provision in this Agreement shall be deemed to be severable should it be declared invalid by a court of competent jurisdiction and said severed section, clause or provision shall not be taken to invalidate the remaining provisions of this Agreement.
55. The Municipalities have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Municipalities, and no presumption or burden of proof shall arise favouring or disfavouring any Municipality by virtue of the authorship of any of the provisions of this Agreement.
56. This Agreement shall not be modified or amended except with the written consent of all Municipalities and no modification or amendment to this Agreement binds any Municipality unless in writing and executed by the Municipality intended to be bound.
57. No Municipality shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Municipalities. Any such assignment shall not relieve any Municipality of its obligations herein. This agreement shall be binding upon and endure to the benefit of the parties and their successors and permitted assigns and heirs.
58. No Municipality shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Municipalities, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Municipality in such proceedings.
59. This Agreement may be executed in counterparts and delivered by facsimile transmission and each such counterpart, whether delivered executed in its original form or by facsimile transmission, shall be, and be deemed to be, an original instrument and all such counterparts when taken together, shall constitute one and the same document.
60. The Schedules attached hereto which form part of this Agreement are as follows:
  - Schedule "A" - Real Property Ownership
  - Schedule "B" - Dissolution of Assets

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

14

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

Mayor

Clerk

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

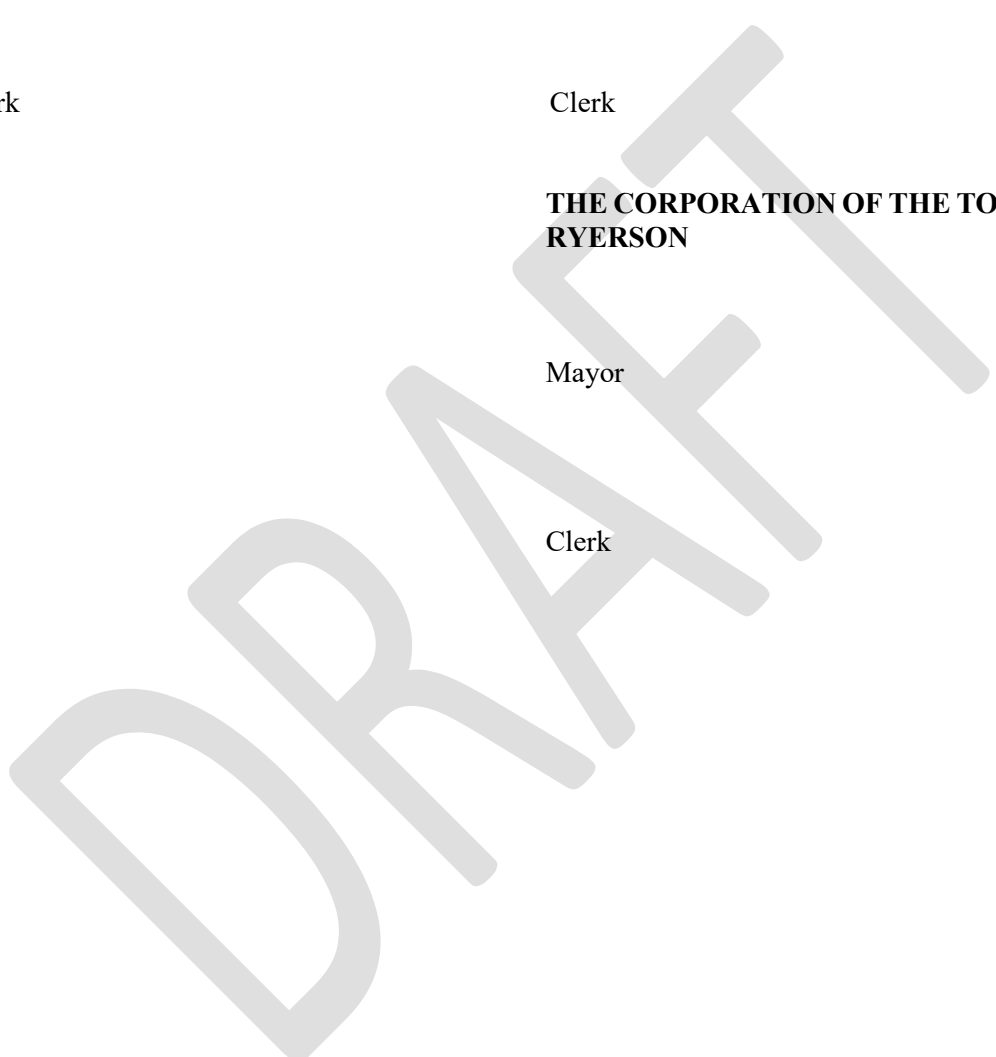
Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF  
RYERSON**

Mayor

Clerk



15

**SCHEDULE A  
REAL PROPERTY OWNERSHIP**

**TRI-R Communal Landfill**

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

## **SCHEDULE B DISSOLUTION OF ASSETS**

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

### **1.1. Ownership of the Real Property**

The title ownership of the Real Property remains with Burk's Falls, and the equitable ownership interests of the other Municipalities revert to Burk's Falls with no compensation owing to those Municipalities.

### **1.2. Dissolution of Capital Items**

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

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

### **1.3. Long Term Debt and Capital Leases**

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

### **1.4. Other Recorded Assets or Liabilities**

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

### **1.5. Unrecorded Assets or Liabilities**

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

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

### **1.6. Post Closure Liability**

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

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

28TH ANNUAL

NEAR NORTH CRIME STOPPERS

# CHARITY GOLF TOURNAMENT

March 2026

Near North Crime Stoppers, a registered charitable organization, is hosting its 28<sup>th</sup> Annual Charity Golf Tournament at Highview Golf Course on Friday, June 19, 2026. It is always a fantastic afternoon on the greens, and an important fund-raiser to enhance community safety. Our goal this year is to raise \$10,000 to maintain day-to-day operations, educate citizens, and to promote our regional program.

For more than three decades, Crime Stoppers has helped prevent, solve, and stop crime in the districts of Nipissing and Parry Sound by empowering residents to speak up anonymously. NNCS has received over 23,000 TIPS since our inception in 1988, leading to major arrests, drug seizures, and recovered property. Your support keeps that momentum going and our communities safer. Check out our detailed stats for 2025 on Facebook, or our website.

We invite you to join us by entering a team, contributing as a tournament sponsor, or by donating an item for our crowd-pleaser Silent Auction. Your business/organization name will be proudly displayed at the event and featured on our website and social media platforms.

To participate in any of these ways, please indicate your choices on the enclosed form and return to **kim@nearnorthcrimestoppers.com**. Or mail to Box 382, North Bay, ON P1B 8H5. Please make **cheque payable to Near North Crime Stoppers** or e-transfer **kim@nearnorthcrimestoppers.com**

Thank you for considering this request for support of this important community safety program. For more information, or questions, please feel free to call **Kim 705-303-4426**.

Gratefully yours,

Kim Jones

Executive Director

NNCS website: [nearnorthcrimestoppers.com](http://nearnorthcrimestoppers.com)

FB: [facebook.com/NearNorthCrimeStoppers/](https://facebook.com/NearNorthCrimeStoppers/)



28TH ANNUAL NEAR NORTH CRIME STOPPERS

# CHARITY GOLF TOURNAMENT

**Date:** Friday, June 19<sup>th</sup>, 2026

**Fee:** \$520 per team

**Location:** Highview Golf Course (Powassan)

**Check In:** 12:00-12:45 PM

**Format:** 4 Person Scramble

**Shot Gun Start:** 1:00 PM

**Please indicate your level of participation:**

- Team of 4 + Tournament Sponsor (\$695)
- Team of 4 (\$520)
- Tournament Sponsor (\$175)
- Cash Donation (\$\_\_\_)
- Silent Auction Item \_\_\_\_\_ Value\$ \_\_\_\_\_

**Business/Organization:** \_\_\_\_\_ **Contact #** \_\_\_\_\_

Team Members' Names	Email Address
1) _____ (Captain)	
2) _____	
3) _____	
4) _____	

**Your team entry fee includes: 18 holes of golf, golf cart, dinner, Longest Drive (ladies & men's), Closest to the Pin (ladies & men's) & one shot at the \$10,000 Hole in One.**

**Contact**

This form can be emailed to [kim@nearnorthcrimestoppers.com](mailto:kim@nearnorthcrimestoppers.com), or mailed to Box 382, North Bay, ON P1B 8H5. Please make **cheque payable** to **Near North Crime Stoppers** or e-transfer [kim@nearnorthcrimestoppers.com](mailto:kim@nearnorthcrimestoppers.com) For more information, please call: 705.303.4426

**For course information, please contact:**

Cole Harrington, Highview Golf Course, 705 . 724 . 5230



# *Women's Own Resource Centre*

The Township of Ryerson

April 23<sup>rd</sup>, 2026

Dear Mayor and Council,

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

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

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

From April 1<sup>st</sup>, 2025 to March 31<sup>st</sup>, 2026, our Centre recorded 3,213 drop-ins, 733 phone calls, 3,095 emails and 68 one to one consultations for business development, personal and crisis calls throughout the year. 508 individual clients had direct engagement with one of our programs throughout the year. Our Entrepreneurial Skills Training workshop supported 16 women in 2025/26 through the process of starting a small business with 10 of these women launching businesses throughout the Almaguin Highlands and an additional 4 hoping to launch within the next year. Our Life Skills Training workshop supported 18 women in 2025/26 and 286 individual women participated in local Resource & Business Network Luncheons. WORC responded to 12 crisis calls which includes 7 in regards to violence against women. 1,652 interactions with our donation network this past year which encompasses both donation pickups and dropoffs – the Donation Network continues to be a growing resource in the Almaguin Highlands for those struggling to afford the basic necessities of life. We keep a dedicated room at our office for donated items which includes clothing, linens, household items, shoes, boots, winter jackets, hygiene products and more which anyone can access at anytime with no requirement to prove eligibility.

In addition to core programming, WORC partnered with local organizations including ACED, AHCC, NECO, The Labour Market Group and others to organize and host the RED Gala in December of 2025. WORC also organized and hosted our third annual International Women's Day Celebration in March of 2025. The event was sold out with 125 women attending from across Almaguin. We carried forward our program to support Almaguin children in going back to school – we were able to sponsor 67 local children with backpacks, lunch kits, running shoes and

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

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

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

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

# Women's Own Resource Centre

school supplies to help foster a successful start to the new school year. WORC was also able to support 16 families from across the region for our annual Christmas Sponsorship Program with grocery gift cards and toys for children. These sponsorships were made possible through fundraising initiatives at our office along with support from individuals in the community.

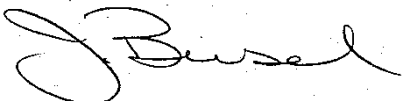
In 2023, WORC received a grant from the Ontario Trillium Foundation to launch a Travelling Community Kitchen Program in response to the increasing struggle we are seeing across the region with food insecurity due to the increase in the price of living. The program was focused on creating affordable homemade meals, budgeting, kitchen skills and reducing social isolation by helping participants to foster connections in their communities. This two-year program was hugely successful with over 600 people participating over the course of 24 full day workshops. This Travelling Community Kitchen Program visited municipalities across the Almaguin Highlands including Powassan, South River, Sundridge, Burk's Falls, Emsdale, Whitestone, Magnetawan and Kearney – every round had full registration with a waiting list. In April of 2026, WORC successfully acquired a Grow Grant through the Ontario Trillium Foundation to continue running these programs throughout the region for the next two years. In addition, a two-year Soup Kitchen Program was included in the new grant which encompasses a volunteer driven program to prepare and distribute ready-to-eat meals to local food banks across the Almaguin Highlands during the months that the Community Kitchen is not running. On April 15<sup>th</sup>, our first Soup Kitchen saw 675 meals distributed, bringing food supports to those that need it most.

WORC's services continue to be needed in our region, as indicated by engagement numbers, to foster growth and ensure that the most vulnerable are not left without the supports they need to build sustainable livelihoods. As always, we will continue to be there for the residents of the Almaguin Highlands and are continually striving to address needs and create programming that helps to build the resiliency of women and their families in the Almaguin Highlands. These free workshops and programs are helping to create valuable community connections and ease some of the social isolation that is often felt heavily in rural regions such as the Almaguin Highlands.

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

We are asking for support from each municipality in the amount of .50 cents per capita to support new and continuing initiatives in 2026/27. We thank those who have supported us in the past and look forward to new working relationships and opportunities. Should you wish WORC to make a presentation to your council to discuss upcoming projects, or if you have any questions, please call 705-386-9672 or email [jessica@womensownresource.org](mailto:jessica@womensownresource.org)

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



Jessica Busch  
Program Manager

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



**The Corporation of the  
Township of Perry**

Box 70 1695 Emsdale Road Emsdale, Ontario P0A 1J0

Date: April 29, 2026

Resolution No.: 2026- 168

**Moved By:** Margaret Ann MacPhail **Seconded By:** Paul Sowrey

**WHEREAS** municipal workers and contractors play a critical role in maintaining essential infrastructure and ensuring public safety, particularly during significant weather events;

**AND WHEREAS** there has been a documented increase in incidents involving harassment, threats, and dangerous interference with municipal workers across Ontario;

**AND WHEREAS** the Association of Ontario Road Supervisors (AORS) has formally requested provincial legislative amendments to strengthen protections for these workers;

**AND WHEREAS** the Township of Oro-Medonte has passed a resolution supporting these requests, which has been endorsed by other municipalities including the Township of East Zorra-Tavistock;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Township of Perry hereby supports the AORS request for provincial legislation amendments to enhance protections for municipal workers and contractors;

**AND THAT** the Province of Ontario be urged to:

- Implement stronger legislative measures addressing interference with municipal workers;
- Enhance protections during declared Significant Weather Events;
- Improve enforcement and coordination with police services;







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

Moved By: RB Date: April 21, 2026

Seconded By: AB Resolution # 2026- 129

Be it resolved;

That the Council for the Village of Burk's Falls hereby approves By-law 17-2026, being a By-law to establish a Joint Compliance Committee and Appoint Committee Members for the 2026 Municipal Election period.

Recorded Vote requested by: \_\_\_\_\_

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

<u>X</u>	_____	_____
Carried	Defeated	Deferred

Pecuniary Interest declared by:

\_\_\_\_\_  
\_\_\_\_\_

[Signature]  
\_\_\_\_\_  
Mayor



## **ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT (ACED)**

### **MINUTES March 26, 2026**

A regular meeting of the ACED Board was held at the Strong Township on March 26, 2026 at 6:00 pm.

Present: Chris Nicholson, Township of Joly  
Craig White, Township of McMurrich/Monteith  
Margaret Ann MacPhail, Township of Perry  
Luke Preston, Village of Sundridge  
Rod Ward, Township of Armour  
Tim Bryson, Township of Strong  
Dan Robertson, Ryerson Township  
Sheri Norman, AHCC Representative  
Noel Walker, FedNor

Regrets: Trista Porter, MND  
Wendy Whitwell, Township of Armour  
Vicky Roeder-Martin, Township of McMurrich/Monteith  
Dave Gray, CAO Armour Township

Staff: Courtney Metcalf, Director of Economic Development  
Megan Yemm, Communications and Marketing Officer

#### **Call to Order**

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

#### **Video Recording Disclaimer:**

Participants were informed that the meeting will be recorded to provide a record of discussions and agreements held within the meeting. By staying in the meeting, virtually or in-person, participants consented to being recorded.

#### **Minutes**

The minutes of the meeting of Thursday, February 26th, 2026 were adopted as amended.

Round table introductions took place.

#### **Director's Report**

ACED Staff covered the following items from the report:

1. An update on core activity tracking, which lists what the department has done over the past month. These included business assistance, marketing, ACED website updates, social media activities, and communications.
2. Some of the updates in the report included:
  - a. Trades support and the Almaguin Tradeshow survey
  - b. AHCC Partnerships – Chamber after hours event and Quickbooks workshop
  - c. Transportation & Housing Task Force
  - d. AHSS Student Engagement and Life Skills Workshop
  - e. RED Strategic plan
  - f. Tourism promotion and the 2026 Summer Star Party
3. Partnership request – Forgotten Trails Adventure Trails Map: Discovery Routes requested ACED's support including a financial contribution and assistance promoting local business participation. Staff recommended a \$2,000 contribution from the regional projects budget and outreach to non-member municipalities for additional support.
4. District Municipality Discussion: The group discussed the concept of a municipal services corporation or district level government and emphasized the importance of continued regional collaboration.
5. The board discussed the importance of establishing consistent regional identifier signage along the highway 11 corridor.

### **FedNor Update**

Programs are fully subscribed as the fiscal year closes, with housing-related infrastructure remaining the top priority. Regional economic opportunities were noted, along with upcoming events in North Bay and Bracebridge.

### **MND Update**

No update at this time.

### **Resolutions**

1. 2026-12– Be it resolved that the Almaguin Community Economic Development Board approve the February 26, 2026 ACED meeting minutes as amended.  
Moved by Rod Ward; Seconded by Margaret Ann MacPhail  
Carried
2. 2026-13 – Be is resolved that the Almaguin Community Economic Development Board approve a contribution of up to \$2000 from the 2026 regional projects budget to support the development, design, and distribution of the Adventure Trails Map by Discovery Routes;

And further that ACED support outreach efforts to non-member municipalities, requesting a contribution of \$200 per municipality in exchange for inclusion opportunities;

And further that ACED provide in-kind marketing support through promotion of the trail map, associated advertising opportunities, and collaboration with Almaguin Highlands Brand Ambassadors.

Moved by Tim Bryson; Seconded by Rod Ward Carried

### Adjournment

3. 2026 - 14 – Be it resolved that the Almaguin Community Economic Development Board adjourn the March 26, 2026 ACED Meeting at 7:34PM.  
Moved by Luke Preston; Seconded by Margaret Ann McPhail  
Carried.

The next meeting will be April 23<sup>rd</sup>, 2026, at 6:00 p.m. at the Strong Township Office. If this changes, members will be advised.



**DISTRICT OF PARRY SOUND**

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

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: admin@armourtownship.ca


Website: www.armourtownship.ca

**Date:** April 28, 2026

**Motion # 2026-132**

That Council for the Township of Armour adopts the recommendation of the TRI Council Sub-Committee to reschedule the TRI Council meeting originally set for May 25, 2026 to June 22, 2026, to be hosted by the Township of Armour, and further approves the cancellation of the TRI Council meeting scheduled for August 24, 2026.

<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 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 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"/>

DATE: April 30, 2026  
TO: Jennifer Biggar, Russell, Christie  
FROM: Beth Morton, Clerk-Administrator  
RE: Comments and responses on "Draft" Live Fire Training Unit Agreement

---

Hi Jennifer:

The Clerks, Fire Chiefs, Councils and Regional Fire Services Committee have all reviewed the draft Agreement.

The following are the responses and comments for inclusion into the Agreement:

Fire Chief comments:

- The intent of Schedule 'A' is if a partner would like to leave, that they be paid out their share, never leaving a municipality without their fair share as per the Schedule. **Agreed by the majority of the parties**
- Item 3 Term – hard to define the unit, suggest that the Agreement be indefinitely. **The majority of the parties agree that a term is require and it was suggested that the term be 20 years, with further renewals of 10 years as required.**
- Item 5 – The Fire Chiefs have advised that documents have been created for use of the Training Unit, procedure and guidelines and plan and the title is OP 0021 Live Fire Training Unit.
- Item 6 c – maintenance – Just the 5 chiefs as budget moneys would be needed. **See below Clerk's comments for budget.**

The Almaguin Clerks and Treasurers provided the following comments:

- The Agreement should have a term of 20 years, with a clause for a further renewal of 10 years. Following that time an assessment can be determined for renewal, replacement, closure, etc. **majority of parties agreed to this item.**
- All parties commit to the first 5 years with no option for withdrawal. Following the 5 years, the sliding scale would be put in place for reimbursement should a fire department withdraw. **Majority of parties agreed to this item.**
- Establish a maintenance reserve with each Fire Department placing \$1,500 in their 2026 budgets to start. The Township of Perry will invoice

out at the end of each year for all expenses related to the Live Fire Training Unit. **Parties agreed to this item.**

- If a Fire Department is looking to withdraw from the Fire Unit, there will be an annual deadline date in which a Fire Department may withdraw for the following year (ie June 30, 2031) for January 2032 of the next year. **Majority of parties agreed to this item.**
- Item 6 c) rather than it be the consent of all parties for maintenance, it is suggested that it be the majority. (Not always will everyone agree) **majority of parties agreed to this item.**
- It is being further suggested that if there is a specific item to be voted upon, all votes are to be provided within 30 days by resolution. If not responded to within 30 days, it will be considered a 'yes' vote. **Majority of parties agreed to this item.**
- The Live Fire Unit is owned by all parties, but is located on lands owned by the Township of Perry. The Unit is moveable, therefore revisions to the Agreement may be made to set the parameters for a possible future move of the unit if those circumstances arise. The unit was a joint purchase by the parties (with the cost shared 5 ways) and that needs to also be more explicitly confirmed in the Agreement. There would be costs for a pad for the move, that would have to be shared with the other 4 parties should removal and relocation ever be required. **Parties agreed to include this item within the Agreement.**
- Township of Perry has noted the Insurance amount to be \$5,000,000.00
- The RFSC has also requested that a general statement be included that no new parties be permitted to enter into Agreement for the Live Fire Training Unit.

Although not a requirement, it is being recommended that all Councils consider placing funds into their reserves/maintenance funds for the future replacement of the building in 25-30 years. The region received a deep discount when buying this unit, so the replacement will be much higher in the future.

We support your comment that the "Agreement" is a more appropriate name for the document rather than a MOU.

The signing authorities for the Agreement will be the Mayor and Clerk for each municipality.

**MINUTES  
REGULAR MEETING  
Burk's Falls & District Historical Society  
Armour Council Chamber, Burk's Falls  
Monday, April 20, 2026**

Members Present: Diane Brandt – President  
Jenny Hall - Treasurer  
Charlene Watt – Deputy Treasurer/Secretary  
Nancy Kyte  
Jarv Osborne  
Peter Hall  
Krista Trulsen  
Nieves Guijarro  
Lynn McGregor (New Member)

The Members present constituted a quorum.

Guests: Danika McCann and Melissa Marshall

**Call to Order:**

The meeting was called to order at 7:00 p.m.  
Diane Brandt in the Chair.

**Welcome:**

Diane welcomed Members. Regrets from Barry Burton. Members welcomed Lynn McGregor as a new Member.

**Election of Director and Nomination of Vice-President:**

As noted in the February minutes, Barry Burton was elected as a Director and nominated for the position of Vice-President by Diane Brandt, seconded by Jarv Osborne. As Mr. Burton was not in attendance at that time and unable to attend this meeting, consideration of the nomination was deferred to the May 2026 meeting.

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

Acceptance of minutes and adoption of the March 23, 2026 AGM and regular meeting minutes as circulated: **Moved by Krista Trulsen, Seconded by Jenny Hall. Carried**

**Treasurer's Report:**

Treasurer's / Financial Report was presented by Jenny Hall. The main bank account balance on March 1, 2026 was \$8,006.95. During the month, expenses totalled \$67.76 for fixed telephone and internet costs, while revenue totalled \$130.00 from eleven individual memberships and one family membership. This resulted in an end-of-month balance of \$8,069.19. All account records for the period March 1, 2025 to February 28, 2026 have been submitted for audit. **Motion to accept the Treasurer's report and pay the monthly invoices: Moved by Nancy Kyte, Seconded by Peter Hall. Carried**

**Committee Reports:**

Wiseman's Corner Schoolhouse Update:

Diane Brandt reported to Members that the schoolhouse requires spring cleaning. A quote has been received. Carol and Michelle, cleaners for the Township of Armour municipal office, have proposed Monday, May 4, 2026 for the spring cleaning of the Schoolhouse. They indicated they can pick up the key from the Ryerson Township office at 10:00 a.m. and return it upon completion of the work. Their quoted rate for 2026 is \$75.00 per hour for both cleaners. They also confirmed they will bring their own water and are awaiting approval to proceed. **Motion to authorize the spring-cleaning services of the Wiseman's Corner Schoolhouse up to the amount of \$375 + HST from Michelle Woodman and Carol Pease: Moved by Jarv Osborne, Seconded by Krista Trulsen. Carried**

Watt Farm House Update:

Diane Brandt advised that the Heritage Centre is currently closed for the season and will require light spring cleaning. She will coordinate the organization of the facility and ensure it is prepared for the upcoming seasonal opening.

Membership Committee:

Peter Hall advised members that there are 12 paid individual memberships and 1 family membership for the year to date.

Facilities and Function Committee:

No report for April, 2026.

Heritage Day:

Members discussed the annual event with the Township of Armour's Recreation Co-ordinator. Members reviewed the Staff Report dated April 7, 2026 to the Council of the Township of Armour that provided three options on the event. Council deferred a decision until the Recreation Co-ordinator discussed the topic with the Historical Society. Members agreed that, with summer approaching, it is unlikely the event can be organized in time, as no date has

been confirmed and volunteer availability has declined. Option #3 proposes deferring the event to allow for strategic planning toward 2027, supporting the development of sustainable programming models, improving overall quality, and reducing pressure on volunteers. This approach would enable greater focus on planning rather than delivering an event solely to maintain continuity. Members further noted that deferring the 2026 event may create opportunities for more meaningful fundraising initiatives. Members will discuss fundraising ideas as an agenda item in the May, 2026 meeting. **Motion to make a decision on the direction of the 2026 Heritage Day: That the Burk's Falls and District Historical Society acknowledges the April 7, 2026 Staff Report regarding Heritage Day and the Township of Armour's Council request for consultation through the Recreation Co-ordinator, and supports Option #3 to defer the event as outlined in the report regarding Heritage Day 2026: Moved by Nancy Kyte, Seconded by Peter Hall. Carried**

**Correspondence:**

Members were informed of an email from Travis Shaw regarding a research consent inquiry. Questions were asked and answered.

**General Business:**

Annual Audit:

Jarv Osborne reported that the audit of the 2025 Financial Statements were completed. Jarv Osborne and Krista Trulsen, as bona fide Members of the Burk's Falls and District Historical Society, have reviewed the revenues and expenses recorded for 2025 to 2026 which comprised of the statement of financial position as of February 28, 2026, the statement of cash flows for the year and notes to the financial statement and records of activity. The financial reviews were considered sufficient and appropriate to provide the opinion that the records and banks statements are true and accurate. **Motion to accept the 2025 Report on the Audit of Financial Statement and Records of the Burk's Falls and District Historical Society and the recommendation in the Report: Moved by Peter Hall, Seconded by Nancy Kyte. Carried**

**New Business:**

Young Canada Works – Heritage Co-ordinator Summer Student:

Diane Brandt updated Members on the status of the Young Canada Works program. The Historical Society was approved for \$6,000 this year. Diane discussed the requirement for summer staff. The employment opportunity notice has been circulated with a closing date for submissions being May 15, 2026. Questions were asked and answered.

The Interview Committee will consist of Diane Brandt and Jenny Hall.

**Adjournment:**

The next meeting will be held on Monday, May 18, 2026 at the Armour Township Council Chambers. There being no further business, **Nieves Guijarro moved to adjourn the meeting at 7:42 p.m.**

\_\_\_\_\_  
Recorded by  
Charlene Watt, Deputy-Treasurer/Secretary

\_\_\_\_\_  
Approved by  
Diane Brandt, President

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

MINUTES

**Thursday, April 23, 2026**

Perry Township Council Chambers  
(see Sign-in sheet)

**1. Call to Order**

Rod Ward, Mayor of Armour Township was Acting Chair and opened the meeting at 7:00 p.m.

Terms of Reference was reviewed for Quorum and confirmed.

**2. Minutes**

**Resolution No. 2026-01**

**Moved by: Joe Lumley**

**Seconded by: Mike Rickward**

***Be it resolved that*** the Regional Fire Services Committee hereby approves the Minutes of the November 6, 2025 Meeting as presented.

**Carried**

**3. Live Fire Training Unit Agreement**

The RFSC reviewed the comments provided by the Fire Chiefs, Clerks and Treasurers, along with those Councils that submitted their comments. There was discussion on capital and operating expenditures, as well as the terms for withdrawal (reimbursement and other costs). The majority supported including a buyout with schedule and a clause to address if Perry were to withdraw from the agreement.

\$1,500 reserves to be established for each of the five fire departments to cover maintenance of the Live Fire Unit. Perry will manage the maintenance costs and bill out annually to each of the five fire departments.

It was requested that a clause be placed into the agreement that there be no new parties included into the agreement.

The unit was purchased at a deep discount. It is recommended that municipalities consider placing money into their capital reserves for future replacement of the unit in 25-30 years.

#### **4. Updates on Recruitment and Retention**

The recruit class is now completed. The class started with 21, and as of today they are at 19, with 2 on-board and 17 testing on April 27, 2026. This number is spread evenly across the 5 fire departments.

#### **5. Regional Training – Update and Discussion**

The Regional Training Officer (RTO) provided an update on current training being provided. They are focusing on Instructor Level 2 course and creating curriculum, NFPA 1001 and 1002 and Level 1 and 2 Pump Ops. Also 1006 Water Rescue training.

#### **6. New FirePro program, management of training records**

The FirePro program cannot import documents as they had originally been advised. The RTO provides hard copy in company training folder and sends Adobe document as well to the Fire Chiefs. RTO has a secure back-up process in place to protect records. Should there ever be an investigation by Ministry of Labour, RTO can ensure that the Fire Chief is provided required electronic documents within their usual 72 hour requirement. RTO contract is specific that RTO manages the records. Joe Readman, Fire Chief for Burk's Falls/Armour/Ryerson is looking into a new electronic system "First Due". It is more costly than FirePro so the other Fire Chiefs are going to wait until he has tested the program and its capabilities before looking further into changing from FirePro.

#### **7. GPS / camera systems on Fire Vehicles**

The GPS / camera systems are very successful for Public Works and other municipal departments, however it is not recommended for Fire Services. There are concerns for privacy when attending medical calls and there are also liability concerns around their use in the Fire Department. Returning from a call, firefighters will 'debrief' and that discussion should not be recorded. It was also noted that when a responder is debriefing following a call, when recorded, they may not always let go of everything they need to. Debriefing is very important for firefighter mental health.

#### **8. Other Business**

The Committee would like to coordinate a meeting in September so that they may discuss a succession plan for regional training for the future. RTO Agreement will expire one year after new Council is in place.

**9. Next Meeting**

The next meeting will be scheduled for a date in September 2026.

**10. Adjourn**

The meeting adjourned at 8:10 p.m.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Rod Ward, *Acting Chair*

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

**MINUTES**

**Thursday, November 6, 2025**

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. 2025-02**

**Moved by: Rod Ward**

**Seconded by: Dan Robertson**

***Be it resolved that*** the Regional Fire Services Committee hereby approves the Minutes of the March 13, 2025 Meeting, as presented.

**Carried**

**3. Live Fire Training Unit**

The Live Fire Training Unit is working extremely well so far. Each Fire Station has cycled through it a minimum of three times. Training has been a joint effort and has been completed in the evenings due to schedules, but the department is working to schedule a weekend training. The fire simulation is as real as can be achieved. The unit has also been used for search and rescue, ladder work, as well as other training.

**4. Proposed Second Training Unit for Search and Rescue**

The Fire Chiefs are not sure it is the right time to focus on a second unit. With new Fire Halls being built, it is best to consider in a few years. Looking at spreading resources out in the future. The existing Live Fire Training Unit can be used for fire and rescue. The Fire Chiefs confirmed that the former Perry Municipal Office is no longer required for search and rescue training. They have a few props and materials to get out prior to demolition, but can be cleared prior to demo in 2026.

**5. MOU – Live Fire Training Unit**

**Resolution No. 2025-03**

**Moved by: Dan Robertson**

**Seconded by: Chris Hope**

***Be it resolved that*** the Regional Fire Services Committee hereby recommends that the Councils of the 7 member municipalities hereby support that the Township of Perry forward the MOU and comments from their insurance to Russell Christie's Office for their legal opinion and update;

***And that*** the costs associated with the legal opinion be payable on a 1/7th share by each member municipality as per the Terms of Reference;

***And that*** the Final Agreement be circulated to each municipality to be adopted by By-law.

**Carried**

**6. Updates on Recruitment and Retention**

Online portion of the Recruitment Class starts December 4, 2025. There are 18-20 recruits.

**7. Regional Training – Update and Discussion**

This item came up for discussion as a reminder that the contract expires in 2027 and the RTO has mentioned potential retirement. The Chiefs outlined that this has been a discussion with consideration of hiring someone in the area that would work 5 days a week rotating within the 5 stations and also would respond to calls.

**8. Shared Equipment**

RDC was purchased and in service as of May 2025. In addition, the department acquired an additional one by donation that has been incorporated into the training.

**9. DZ Driver Training Program**

The DZ Driver Training Program has begun. Perry hosted the one-day training and opened it to all stations. The 10 firefighters within the region attended the one-day training session covering off the requirements for daily checks, including but not limited to testing air brakes, low pressure sensors, etc. Each firefighter is required to complete the driving practice within their own stations. November 27 and 28 has been blocked off at MTO in Huntsville for drive test.

**10. Other Business**

Rod Ward requested an update on reporting. Chiefs outlined with the new FirePro program reporting will be made simpler and Chiefs will be able to report on training, response hours, response times, number of calls for service, etc. Most stations have or are getting the program.

Burk's Falls, Armour and Ryerson together and Magnetawan are in the process of building new halls. Kearney is looking at a new hall, planned in approximately 3 years.

The Chiefs outlined that drones are being used within the department and have already had success using them in various situations, including assisting in search and rescue of a lost person.

**11. Next Meeting**

The next meeting will be in February 2026.

**12. Adjourn**

The meeting adjourned at 7:45 p.m.

Dated this 23<sup>rd</sup> day of April, 2026.

**original signed by Rod Ward**

Rod Ward, *Acting Chair*