

CORPORATION OF THE TOWNSHIP OF RYERSON

REGULAR MEETING AGENDA

May 26, 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

Meeting will be recorded.

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

Note: (R) denotes resolution

1. CALL TO ORDER:

1.1 Attendance:

1.2 Announcement: This meeting is being recorded

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

2. ADOPTION OF MINUTES:

2.1 Adoption of minutes from the regular meeting on May 12, 2026 **(R)**.

3. DECLARATION OF PECUNIARY INTEREST:

4. REPORTS:

4.1 **TREASURER:** Courteous Conduct Policy. **(R)**

4.2 **ACTING CAO/CLERK:** Official Plan and Zoning By-law Update Report.

COUNCIL MEMBERS:

5. BUSINESS ARISING:

- 5.1 Petition – Cancer Clinic. **(R)**
- 5.2 AORS – Increasing Protection for Municipal Employees. **(R)**
- 5.3 Arena and Landfill Service Agreement. **(R)**

6. COMMUNICATION ITEMS:

- 6.1 Tri-Council Meeting Schedule Update. **(R)**
- 6.2 Ministry of Emergency Preparedness and Response: 2025 Compliance **(R)**.

General Information:

- 6.3 Armour, Ryerson Burk’s Falls Arena Manager Reports.
- 6.4 Emergency Control Group April 14, 2026, meeting notes.
- 6.5 Emergency Control Group April 23, 2026, meeting notes.
- 6.6 Village of Burk’s Falls Resolution Re: Arena and Landfill Services Agreement.
- 6.7 Historical Society May meeting minutes.

7. CLOSED:

- 7.1 Resolution to move to a closed meeting pursuant to the Municipal Act 2011, c. 25, Section (2) (f) as the subject matter being considered is regarding subject to solicitor-client privilege including communications necessary for that purpose; The general nature of the closed meeting is to discuss legal matters. **(R)**

8. CONFIRMING BY-LAW:

- 8.1 To confirm the meetings of Council **(R)**.

9. IMPORTANT DATES:

- May 23, 2026 Hazmat Day
- June 22, 2026 Tri-Council Meeting 7:00 p.m.
- June 23, 2026 Regular Council Meeting at 6:00 p.m.

10. ADJOURNMENT: **(R)**

CORPORATION OF THE TOWNSHIP OF RYERSON

LIST OF PROPOSED RESOLUTIONS

FOR COUNCIL MEETING: May 26, 2026 AT 6:00 P.M.

Item # 1.3 on Agenda Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council adopt the May 26, 2026 agenda as circulated.

Item # 2.1 on Agenda Moved by Councillor Patterson, Seconded by Councillor Robertson,

Be it resolved that the minutes from the regular meeting on May 12, 2026 be adopted as circulated.

Item # 4.1 on Agenda Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that leave be given to introduce a Bill # ____-26, being a By-law to adopt a courteous conduct policy and further; That by-law # ____-26 but read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 26th day of May 2026.

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

Be it resolved that Ryerson Township Council supports the petition brought forward by Austin Toth;

And further that the Council of the Township of Ryerson supports the request for the retention of the Cancer Clinic/oncology clinic at the Huntsville Memorial Hospital site.

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

Be it resolved that Ryerson Township receive resolution 2026-168 from the Township of Perry;

And Further that the Township of Ryerson Council request that the province considers making the following changes:

- Implementation of stronger legislative measures addressing interference with municipal workers.
- Enhance protection for municipal workers.
- Improve enforcement and coordination with police services;

And that a copy of this resolution be forwarded to:

- Doug Ford, Premier of Ontario
- Michelle Kerzner, Solicitor General of Ontario
- Hon. Jill Dunlop, Minister of Emergency Preparedness and Response

- Hon. Rob Flack, Minister of Municipal Affairs and Housing
- Hon. Prabmeet Singh Sarkaria, Minister of Transportation
- Hon. Graydon Smith, MPP Parry Sound – Muskoka
- Association of Municipalities of Ontario (AMO)
- Association of Ontario Roads Supervisors (AORS)

Item # 5.3 on Agenda Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council supports the draft shared services agreements for the Armour, Ryerson, and Burk's Falls Memorial Arena and the TRI R Landfill and Recycling centre in principle.

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

That the TRI Sub Committee recommend that the TRI Council partners approve changing the regular October 2026 meeting date from Monday, October 26, 2026, to be Monday, October 5, 2026, due to the conflict with Municipal Election Voting Day.

Item # 6.3 on Agenda Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council receives the letter of compliance from the Ministry of Emergency Preparedness and Response for 2025.

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

Be it resolved that we now move to a closed meeting at _____ p.m., pursuant to the Municipal Act 2011, c. 25, Section (2) (f) as the subject matter being considered is regarding subject to solicitor-client privilege including communications necessary for that purpose; The general nature of the closed meeting is to discuss legal matters.

Item # 8.1 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 26th day of May 2026.

Item # 10 on Agenda Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that we do now adjourn at _____. The next regular meeting is June 23, 2026 at 6:00 p.m.

CORPORATION OF THE TOWNSHIP OF RYERSON

REGULAR COUNCIL MEETING

MINUTES

May 12, 2026 AT 6:00 P.M.

The regular meeting of Council of the Corporation of the Township of Ryerson was held **May 12, 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: Mayor Sterling, Councillors: Abbott, Miller, Patterson and Robertson.

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

Public attending in person or electronically: Austin Toth, Leah Toth, Daniel Tambeau, and Nieves Guijarro.

Notice of this meeting was posted on the website.

2. ADOPTION OF AGENDA

R-78 - 26 Moved by Councillor Abbott, Seconded by Councillor Robertson,

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

(Carried)

3. ADOPTION OF MINUTES

R- 79 - 26 Moved by Councillor Abbott, Seconded by Councillor Patterson,

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

(Carried)

4. DECLARATION OF PECUNIARY INTEREST: None noted.

5. DELEGATION:

Austin and Leah Toth attended the meeting to speak with Council regarding their concerns with the cancer unit moving from the Huntsville Hospital to Bracebridge.

6. REPORTS:

BY-LAW: By-laws for AMPS and appointing hearing and screening officers were brought to council. See resolutions below.

R- 80 - 26 Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that leave be given to introduce a Bill # 21-26, being a By-law to Implement an Administrative Monetary Penalty System and further; That By-Law # 21-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12th day of May, 2026.

(Carried)

R- 81 - 26 Moved by Councillor Robertson, Seconded by Councillor Abbott,

Be it resolved that leave be given to introduce a Bill # 22-26, being a By-law to Establish and Appoint Screening and Hearing Officers and further; That By-Law # 22-26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12th day of May, 2026.

(Carried)

CLERK: N. Field asked Council if anyone was interested in attending the District of Parry Sound Municipal Association meeting. A resolution was brought forward to appoint a new representative for Eastholme. Resolutions noted below.

R- 82 - 26 Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that Ryerson Township Council authorize: **Glenn Miller** to attend the District of Parry Sound Municipal Association (DPSMA) Spring Meeting on Friday, May 29, 2026 at the Callander Community Centre.

(Carried)

R- 83 - 26 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.

(Carried)

EXECUTIVE ASSISTANT: K. Morissette provided Council with a report on the recent flooding.

TREASURER: B. Robinsons provided Council with a Courteous Conduct Policy for their review. The landfill and arena services agreements were provided for Councils review.

COUNCIL REPORTS:

7. COMMUNICATION ITEMS

R- 84 -26 Moved by Councillor Robertson, Seconded by Councillor Abbott,

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

(Carried)

R- 85 -26 Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council supports the donation of \$ 100.00 to Crime Stoppers.

(Carried)

Council discussed the delegation and requested it be brought back to the next meeting.

R- 86 -26 Moved by Councillor Abbott, Seconded by Councillor Patterson,

Be it resolved that Ryerson Township Council donate \$ 372.50 to the Women's Own Resources Center in 2026.

(Carried)

General Information Items Received:

- Council received the resolution from the Village of Burk's Falls regarding the library budget.
- Council received the resolution from the Village of Burk's Falls regarding the Joint Compliance Committee.
- Council received resolution from the Village of Burk's Falls supporting the Tri-Council meeting rescheduling.
- Council received the Almaguin Community Economic Development meeting minutes for March.
- Council received the resolution from the Township of Armour in support of the Tri-Council meeting rescheduling.
- Council received the Live Training Unit agreement comments.
- Council received the Historical Society's meeting minutes from April 20, 2026.
- Council received the Regional Fire Service Committee draft meeting minutes for April 23, 2026.
- Council received the Regional Fire Service Committee meeting minutes from November 6 2025.

8. CONFIRMING BY-LAW

R- 87 -26 Moved by Councillor Robertson, Seconded by Councillor Patterson,

Be it resolved that leave be given to introduce a Bill # 23 -26, being a By-law to confirm the meetings of Council and further; That By-Law # 23 -26 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 12th day of May 2026.

(Carried)

9. ADJOURNMENT:

R- 88 -26 Moved by Councillor Abbott, Seconded by Councillor Robertson,

Be it resolved that we do now adjourn at 7:22 p.m. The next regular meeting is scheduled for May 26, 2026, at 6:00 p.m.

(Carried)

DEPUTY MAYOR

ACTING CAO/CLERK

CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW # _____ - 26

BEING A BY-LAW TO ADOPT A COURTEOUS CONDUCT POLICY

WHEREAS The Township of Ryerson endeavours 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 respectful, tolerant and harassment-free workplace between Township representatives and the public;

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

1. **THAT** the Council of the Corporation of the Township of Ryerson formally adopts the Public Conduct Policy attached hereto as Schedule 'A' to this By-law.
2. **THAT** this By-law shall come into force and take effect as of the date of passing.

Read a First, Second and Third
Time, signed and the Seal of the
Corporation affixed hereto, this
26th day of May, 2026.

Deputy Mayor

Acting CAO/Clerk

THE CORPORATION OF THE TOWNSHIP OF RYERSON

COURTEOUS CONDUCT POLICY

SCHEDULE 'A' TO BY-LAW -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

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COURTEOUS CONDUCT POLICY

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.

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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.

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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.

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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

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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.

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|  | <h2>Staff Report</h2> |
| To: | Council |
| From: | CAO/Clerk, Nancy Field |
| Date of Meeting: | May 26, 2026 |
| Report Title: | Official Plan and Zoning By-law, Update |
| Report Date: | March 5, 2026 |

Recommendation:

That Council of the Township of Ryerson receive the Draft Zoning By-law for review and provide comments to staff.

Background:

The Draft Official Plan (OP) has been submitted to the Ministry of Municipal Affairs and Housing for review. It is anticipated that the document may be circulated to the public following the 90-day review period ending July 22, 2026, which will keep the project on schedule.

Subject to the Ministry review timeline, staff anticipate holding an Open House during the last week of July, followed by a Statutory Public Meeting in August 2026.

In the interim, Planscape has continued work on the Draft Zoning By-law to ensure consistency with the proposed Official Plan policies and to incorporate updates requested by Council during the February 24, 2026, workshop.

The draft Zoning By-law is being provided to Council for review and comment prior to the public consultation process.

Council’s review and feedback on the Draft Zoning By-law will assist staff and the consultant team in finalizing the document for public circulation and consultation.

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.

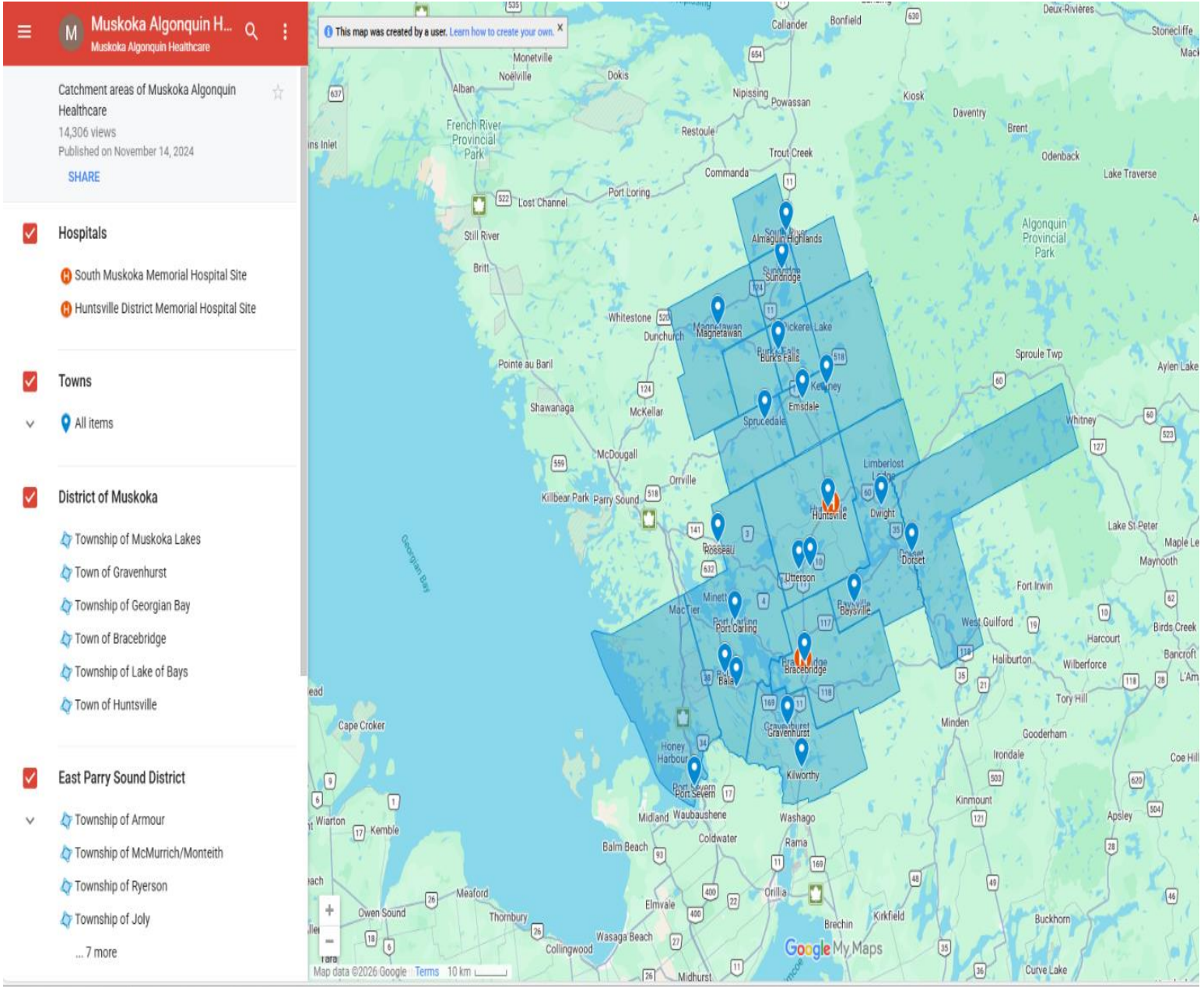
To Bracebridge Hospital – South Muskoka Memorial Site

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.





Town of Kearney

COUNCIL RESOLUTION # 2025 - 090

Date: April 30, 2026

MOVED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

SECONDED BY:

- Beaucage, Keven
- Pateman, Heather
- Rickward, Michael – Deputy Mayor
- Sharer, Jill

BE IT RESOLVED that the Council of the Corporation of the Town of Kearney wishes to thank Austin Toth for his delegation and presentation to Council;

AND FURTHER THAT Council supports the retention of the Cancer Clinic / Oncology Clinic at the Huntsville Memorial Hospital site;

AND FURTHER THAT Council directs Staffs to allow the collection of signatures via a copy of the petition available to the public at the municipal office *and further that Council send a letter of support to MPP Graydon Smith and the appropriate members*

CARRIED Philip

DEFEATED _____

Recorded Vote Requested by: _____

Recorded Vote:

| | For | Opposed |
|----------------------------------|--------------------------|--------------------------|
| Beaucage, Keven | <input type="checkbox"/> | <input type="checkbox"/> |
| Pateman, Heather | <input type="checkbox"/> | <input type="checkbox"/> |
| Philip, Cheryl – Mayor | <input type="checkbox"/> | <input type="checkbox"/> |
| Rickward, Michael – Deputy Mayor | <input type="checkbox"/> | <input type="checkbox"/> |
| Sharer, Jill | <input type="checkbox"/> | <input type="checkbox"/> |

Corporation of the
Municipality
 of
Magnetawan

Tel: (705) 387-3947
 Fax: (705) 387-4875
 www.magnetawan.com

P.O. Box 70, Magnetawan, Ontario P0A 1P0

RESOLUTION NO. 2026 - 87 **APRIL 15, 2026**

Moved by: John Hetherington

Seconded by: Bishop

WHEREAS the Council of the Municipality of Magnetawan thanks Austin Toth for his Deputation Huntsville Cancer Clinic;

AND WHEREAS the Huntsville Cancer Clinic currently provides vital oncology services to residents of Huntsville and surrounding communities, including residents of the Municipality of Magnetawan;

AND WHEREAS cancer patients often require frequent visits for treatment, making proximity to care a critical factor in patient well-being, treatment adherence, and overall outcomes and relocating these services to Bracebridge would require significantly farther distances for treatment, increasing hardship for individuals already facing serious health challenges;

AND WHEREAS rural and northern residents already experience barriers to accessing healthcare, including transportation limitations, weather conditions, and financial constraints and maintaining equitable access to healthcare services across the region is essential to supporting healthy communities;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Magnetawan strongly opposes the relocation of the Huntsville Cancer Clinic to Bracebridge and Council calls upon the Government of Ontario, the Ministry of Health, and Ontario Health to retain cancer care services in Huntsville;

AND FURTHER THAT the Municipality of Magnetawan urges other municipalities and stakeholders to join in advocating for the preservation of this critical healthcare service;

AND THAT this resolution be circulated to the Honourable Doug Ford, Premier, the Honourable Sylvia Jones, Deputy Premier and Minister of Health, the Honourable Graydon Smith MPP Muskoka Parry Sound, the Honourable Scott Aitchison MP Muskoka Parry Sound, FONOM, AMO, NOMA, and all affected Municipalities including Armour, Burk's Falls, Callander, Joly, Kearney, Machar, Magnetawan, McMurrich-Monteith, Nipissing, Perry, Powassan, Ryerson, South River, Strong, Sundridge, Whitestone, Bracebridge, Gravenhurst, Huntsville, Lake of Bays, and Muskoka Lakes.

Carried Defeated Deferred

Sam Dunnett
 Sam Dunnett, Mayor

Recorded Vote Called by: _____

Recorded Vote

| Member of Council | Yea | Nay | Absent |
|---------------------|-----|-----|--------|
| Bishop, Bill | | | |
| Hetherington, John | | | |
| Hind, Jon | | | |
| Kneller, Brad | | | |
| Mayor: Dunnett, Sam | | | |



*Knowing our heritage
 we will build our future*



**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;

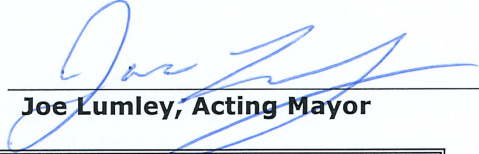
AND THAT the Province of Ontario be urged to:

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

AND THAT a copy of this resolution be forwarded to:

- Doug Ford, Premier of Ontario
- Michael Kerzner, Solicitor General of Ontario
- Hon. Jill Dunlop, Minister of Emergency Preparedness and Response
- Hon. Rob Flack, Minister of Municipal Affairs and Housing
- Hon. Prabmeet Singh Sarkaria, Minister of Transportation
- Hon. Graydon Smith, MPP Parry Sound - Muskoka
- Association of Municipalities of Ontario (AMO)
- Association of Ontario Roads Supervisors (AORS)
- All Ontario municipalities

Carried: ✓ Defeated: _____


Joe Lumley, Acting Mayor

| RECORDED VOTE | | |
|---------------------------------------|-----|---------|
| Council | For | Against |
| Councillors Jim Cushman | | |
| Margaret Ann MacPhail | | |
| Paul Sowrey | | |
| Acting Mayor Joe Lumley | | |



Minister of Labour, Immigration, Training and Skills Development David Piccini
14th Floor, 400 University Avenue
Toronto, ON M7A 1T7

February 5, 2026

Dear Minister Piccini,

On behalf of Ontario's municipal public works professionals, we are writing to raise an urgent health and safety concern that is increasingly placing municipal workers and subcontractors at risk while they maintain the critical infrastructure our communities rely on every day.

While the Occupational Health and Safety Act establishes important protections against workplace hazards, it does not adequately address a growing and very real threat: unsafe working conditions created by interference, harassment, and dangerous actions from members of the public.

Through consultations with AORS members across the province, we are hearing consistent and deeply troubling examples of escalating behaviour directed at municipal workers - particularly winter maintenance operators. These are not isolated incidents, but a pattern that is becoming increasingly normalized during significant weather events. Examples reported to AORS include:

- An individual throwing a large chunk of ice at an active piece of municipal equipment while it was operating.
- A resident threatening to kill a sidewalk plow operator.
- A man climbing onto a snow plow and refusing to get off until the operator agreed to plow his road next.
- Two municipal staff members being confronted, accosted, and aggressively yelled at in public - one at a gas station and another while simply standing in line for coffee - by individuals angry about road conditions that were not even under that municipality's jurisdiction, as well as a mailbox that had been struck.
- A voicemail left by a resident threatening to shoot a municipal plow driver with a shotgun the next time the street was plowed.
- A resident angry about snow at the end of their driveway jumping in front of an active plow and refusing to move. The plow was delayed for over an hour during a major snow event, placing service levels and the municipality's overall emergency response at risk. The situation was only resolved once supervisors and by-law officers arrived on scene.

These incidents represent only a small sample of what municipal plow drivers and winter maintenance crews are experiencing across Ontario. What was once limited to disgruntled complaints has escalated into direct threats, physical interference, and dangerous confrontations that place workers, subcontractors, and the public at risk. This issue is becoming a systematic threat to municipal service delivery and is only amplified during significant weather events.

Municipal workers and their contracted partners are responsible for maintaining roads, bridges, sidewalks, and other essential services - often in extreme weather and high-risk environments. When these workers are threatened or obstructed, it becomes not only a workplace safety issue, but a broader public safety concern. In some cases, conditions have become so unsafe that

municipal staff and subcontractors have walked off job sites, jeopardizing timely service delivery during critical events.

We respectfully ask the Province to consider the following changes:

- Under the Emergency Management and Civil Protection Act, when a municipality declares a Significant Weather Event, municipal winter maintenance vehicles and operators - including subcontractors working on behalf of municipalities - should be afforded enhanced protection, with interference or obstruction treated with the same severity as interference with police, fire, or paramedic services.
- Establish clear public-safety interference provisions, similar in intent to Ontario's Slow Down, Move Over legislation, that recognize the essential role of municipal roadside workers.
- Consider adopting provisions similar to Manitoba's recently passed Bill 38, an amendment to their Highway Traffic Act effective January 1, 2026, which requires motorists to maintain a minimum distance of 30 metres behind snowplows where speed limits are 80 km/h or lower, and 100 metres where speed limits exceed 80 km/h.

These changes would provide clarity, deterrence, and enforceability—sending a strong message that interference with municipal workers performing essential services will not be tolerated. Just as Ontario protects first responders from obstruction during emergencies, we must extend similar protections to the public works professionals who keep our communities safe, connected, and functioning.

AORS would welcome the opportunity to meet with you and your staff to discuss these concerns further and to collaborate on legislative solutions that better protect municipal workers and subcontractors while strengthening public safety across the province.

Thank you for your consideration of this critical issue.

Sincerely,



Karla Musso-Garcia, CRS-I
President, Association of Ontario Road Supervisors
Operations Manager, Township of Oro-Medonte



Kelly Elliott
Interim Executive Director
Association of Ontario Road Supervisors

Cc (via e-mail)
Premier Doug Ford
Minister of Emergency Preparedness and Response Jill Dunlop
Minister of Municipal Affairs and Housing Rob Flack
Minister of Transportation Prabmeet Sarkaria
Acting Minister of Infrastructure Todd McCarthy
Scott Butler, Good Roads Executive Director
Walid Abou-Hamde, Ontario Road Builders' Association Chief Executive Officer

AORS - Association Of Ontario Road Supervisors

March 18

Across Ontario, municipal councils are stepping up to support the safety of municipal public works professionals.

From smaller municipalities like the Township of Seguin and the Municipality of Magnetawan, to larger communities such as the City of Greater Sudbury, councils are passing Notices of Motion calling on the Province to bring forward legislation that better protects municipal public works workers.

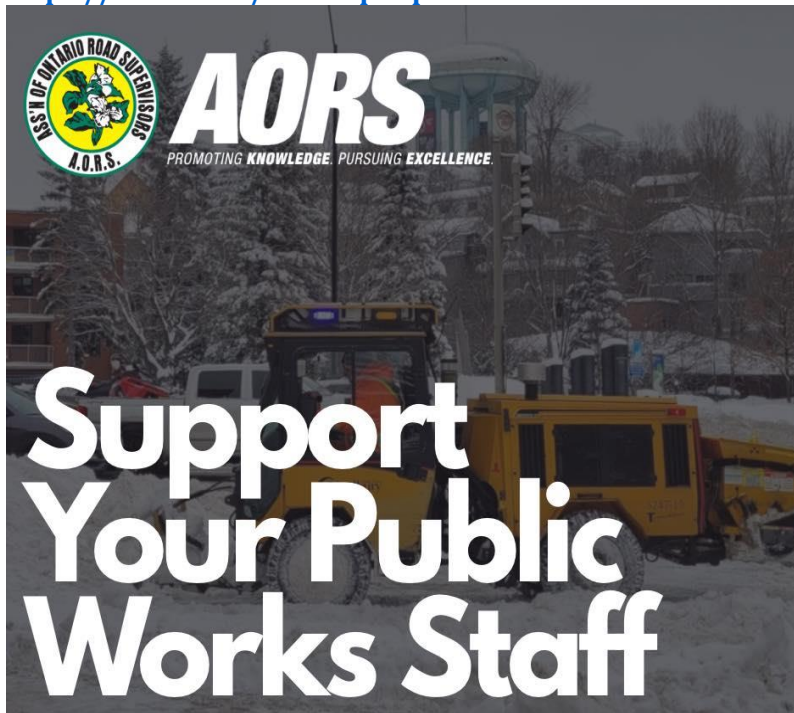
Every day, public works professionals keep our communities moving — maintaining roads, clearing snow, responding to emergencies, and ensuring critical infrastructure is safe and reliable. Unfortunately, many are increasingly facing harassment, intimidation, and dangerous interference while doing their jobs.

By passing these motions, municipal councils are sending a clear message: the safety and respect of municipal public works workers must be a priority.

AORS is grateful to the growing number of municipalities supporting this call for provincial action and encourages others across Ontario to bring this motion forward to their councils.

For more information, or to access the Notice of Motion, visit:

<https://aors.on.ca/municipal-public-works->





AORS
PROMOTING **KNOWLEDGE**. PURSUING **EXCELLENCE**.

January 29, 2026

FOR IMMEDIATE RELEASE

AORS Urges Respect for Municipal Public Works Operators Amid Severe Winter Conditions

ONTARIO — As winter storms continue to impact communities across Ontario, the Association of Ontario Road Supervisors (AORS) is calling on the public to treat municipal public works employees with respect while they carry out critical snow and ice control operations.

AORS has received feedback from municipalities across the province reporting incidents of harassment and verbal abuse directed at frontline public works staff during and following recent winter storms. The association stresses that this behaviour is unacceptable and undermines the essential work being done to keep communities safe.

“Municipal plow operators are working long hours in difficult and often dangerous conditions, navigating severe storms, reduced visibility, and equipment challenges — all while doing their best to keep roads passable,” said **Karla Musso-Garcia, CRS-I**, President of AORS and Operations Manager for the Township of Oro-Medonte. “This winter has been particularly challenging, with repeated storm events and a provincewide salt shortage adding to the complexity of operations. These employees are part of the communities they serve, and they deserve patience, respect, and appreciation — not harassment.”

Municipal public works employees are responsible for clearing roads that allow residents to get to work, children to get to school, and essential services to function. Their role becomes even more critical during severe weather events.

“In a winter storm, municipal plow operators are often the first line of response,” said **Kelly Elliott**, Interim Executive Director of AORS. “They are the ones emergency services rely on to access roads, reach hospitals, and respond to urgent calls. Police, fire, and paramedic services regularly depend on municipal equipment operators for assistance. In many cases, their work can make the difference when seconds truly count.”

AORS is also reminding the public that safe winter driving behaviour plays a key role in protecting both road users and the workers operating heavy equipment.

Tips for sharing the road with snow plows include:

- Give plows plenty of space and never tailgate
- Be aware that snow plows may need to **slow down, stop, or back up at intersections**
- Never assume a plow operator can see you — visibility can be limited due to equipment size, snow spray, and weather conditions

- A good rule of thumb: **if you cannot see the snow plow's mirrors on both sides, the operator cannot see you**
- Do not attempt to pass a plow unless it is safe and legal to do so

If residents have concerns about snow or ice removal in their community, AORS encourages them to contact their local municipality directly through established customer service channels, such as municipal websites or service request systems. Frontline operators are not responsible for policy decisions and should not be the target of frustration.

“Respect on the road keeps everyone safer,” added Musso-Garcia. “A little patience goes a long way during winter weather.”

AORS extends its appreciation to municipal public works professionals across Ontario who continue to work tirelessly during challenging winter conditions to keep communities moving and safe.

About AORS

The Association of Ontario Road Supervisors (AORS) represents municipal public works professionals across Ontario, providing training, advocacy, and professional development to support safe, efficient, and sustainable municipal infrastructure.

Media Contact:

Kelly Elliott

Interim Executive Director

Association of Ontario Road Supervisors

E-Mail: kellyelliott@aors.on.ca Tel : (519) 873-0374

City of Sudbury Supports the Association of Ontario Road Supervisors (AORS)

Shovels thrown at their heads. Cars blocking their snow plows. Residents yelling threats.

That's what public works employees, such as snow plow drivers and storm drainage technologists, have to put up with in Greater Sudbury, Ont. during some of their work days, city council heard Tuesday night.

"When I've raised concerns about this with employees, they have shrugged and indicated that it happens all the time," said Coun. Deb McIntosh.

"This type of poor behaviour should not be accepted as part of the job."

McIntosh referenced the Association of Ontario Road Supervisors (AORS), which last month said its members are dealing with increasingly aggressive and dangerous behaviour from the public.

Sudbury's council unanimously voted to pass a motion to support the call from AORS for provincial changes it says would protect public works employees from harassment and obstruction in the course of their work.

At the council meeting, Coun. Mark Signoretti shared some stories from employees. "They're getting garbage cans thrown at them, shovels thrown at them while they're driving by," Signoretti said. "We all want to come to work in a safe environment, and that's just not safe."

Joe Rocca, Sudbury's director of linear infrastructure, told council this problem is something he's just discovering.

He explained he'd recently reached out to staff after one such issue, which prompted even more people to come forward to share other experiences.

'Secret of our industry'

These situations are happening across the province, said Karla Musso-Garcia, the president of AORS and manager of roads operations for the township of Oro-Medonte, Ont.

"This has been a bit of a secret of our industry," she told CBC, "and something that was looked at as just part of the job."

But, over her 20-year career in public works, Musso-Garcia said there have been more and more incidents.

Public works professionals deal with a certain amount of 'we pay our taxes, we pay your wages, so you have to sit here and take it' attitude, said Karla Musso-Garcia, the president of AORS. (Evan Mitsui/CBC)

The problem is most visible during the winter months, she explained, because when there's a big dump of snow, almost everyone is interacting with public works professionals.

She referenced a case last month in Peterborough, Ont., where [local police said a charge has been laid](#) in an alleged assault on a sidewalk snow plow driver.

This isn't just a winter issue, she said.

"I know of an incident where a summer student worker has been punched in the face in southern Ontario," she said.

"Personally, I've had moments where people are getting into my face and wanting to yell and scream and they're threatening me. So it's something that's year-round."

Seeking more protection from the province

The AORS's media release asked the province to take steps to strengthen protections for these professionals, including:

- More legal protections for workers during significant weather events.
- Stronger enforcement tools and consequences for threatening, harassing, or obstructing public works professionals.
- For the province to consider measures like [Manitoba's new minimum following distance for snowplows](#).

Musso-Garcia said AORS and the Ministry of Labour, Immigration, Training and Skills Development have had a "good discussion" at a "preliminary meeting" since AORS issued the release in February.

CBC reached out to the ministry for comment and did not receive a response by deadline.

Responding to CBC Radio coverage of the AORS media release last month, the ministry wrote that under the Occupational Health and Safety Act, employers need to take "every reasonable precaution to protect workers from harm" and that "in situations where workers are in immediate danger, the police should be contacted."

Musso-Garcia said harassment and workplace violence against public workers can't be handled the same way as in an office environment, because public workers are 'exposed' in a unique way. 'They're out there alone and ... you can't ban residents from being on a public roadway.' (Evan Mitsui/CBC)

When asked what could be done at the municipal level, Musso-Garcia said good communication is key, so the public understands the standards and timelines for maintenance work and responding to weather emergencies.

She added that some municipalities have installed safety technology — like GPS radio systems with panic buttons and cameras attached to equipment — but acknowledged there can be a significant cost to buy, install and maintain it.

She suggested the best "starting point" for municipalities is to understand "what are the issues that are local to your community and what they're seeing, because they do vary throughout."

In Sudbury, a city spokesperson told CBC that "harassment and abuse are not acceptable parts of their job. We are reminding staff to report incidents immediately to Greater Sudbury Police Service as they occur, and then to their supervisor."

They also wrote that the city is in the "early stages of researching potential additional measures, such as the feasibility of installing cameras on certain equipment, but no decisions have been made."

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 Part 2 of this Agreement sends further notice within the one (1) year period set out in Part 2 of this Agreement, the provisions of Parts 9 and 10 of this Agreement are no longer applicable and the Agreement renews as provided for in this Agreement as if the original notice was never given.

III. THE JOINT SERVICE

Ownership, Operation and Maintenance

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

Administration, Cost Sharing, Oversight and Reporting

9. Burk's Falls shall serve as the Administering Municipality of the Joint Arena Service.
10. For the purposes of this Agreement, the Administrative Services to be provided by the Administering Municipality 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. Meetings may be rescheduled with confirmation in writing from all participating municipalities.
 - (b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Arena Service.
 - (c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.
 - (d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.
 - (e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.
13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Arena Services, and function based on the Terms of Reference established therefor.
14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Arena Services, and to work collaboratively to improve service delivery and future planning regarding the Arena Service. The Committee exists to keep Partners informed on operational challenges faced by the Arena Service, service delivery issues, and provide representation from each of the Partner Councils.
15. The Arena Manager, and/or designate, may be present at select Committee meetings to provide technical input or 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 1st, June 1st, September 1st and December 1st) for their share of the Service and such invoices are due within thirty (30) Calendar Days of issuance.
27. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

VII. INDEMNIFICATION AND INSURANCE

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

- (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;
 - (b) Any breach by the Indemnifying Party of any provision of this Agreement;
 - (c) The operation and funding 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 **Part 2** of this Agreement, to the other Municipalities, accompanied by a resolution of Council indicating such decision to withdraw.
37. If notice of withdrawal is received prior to the dispute resolution procedures as established in Section 35 being engaged, said notice shall be deemed not to be in effect and the party issuing the notice shall be directed to engage in the formal dispute resolution procedures as outlined.
38. If notice to terminate this Agreement/withdraw from the shared delivery of the Services is given and the Municipality giving such reverses such decision within the notice period provided for in **Part 2** of this Agreement, the shared delivery of Services and this Agreement will continue as if such notice was never given, unless the Municipalities amend or reconstitute this Agreement and then such agreement will continue on such new terms as may be memorialized in this Agreement or any successor agreement.

XI. DISSOLUTION

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

XII. NOTICE

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

The Municipal Corporation of the Township of Armour

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

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

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

The Corporation of the Township of Ryerson

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

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

XIII. FORCE MAJEURE

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

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

XIV. GENERAL PROVISIONS

Severability and Jurisdiction

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

Legislative Change

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

Entire Agreement

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

Laws of Ontario

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

Amendments

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

Counterparts

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

Headings and Wording

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

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

13

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

Mayor

Clerk

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

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF
RYERSON**

Mayor

Clerk

DRAFT

**SCHEDULE A
REAL PROPERTY OWNERSHIP**

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

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

SCHEDULE B DISSOLUTION OF ASSETS

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

1.1. Ownership of the Real Property

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

1.2. Dissolution of Capital Items

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

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

1.3. Long Term Debt and Capital Leases

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

1.4. Other Recorded Assets or Liabilities

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

1.5. Unrecorded Assets or Liabilities

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

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

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 Part 2 of this Agreement sends further notice within the one (1) year period set out in Part 2 of this Agreement, the provisions of Parts 9 and 10 of this Agreement are no longer applicable and the Agreement renews as provided for in this Agreement as if the original notice was never given.

III. THE JOINT SERVICE

Ownership, Operation and Maintenance

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

Administration, Cost Sharing, Oversight and Reporting

9. Armour shall serve as the Administering Municipality of the Joint Waste Management Service.
10. For the purposes of this Agreement, the Administrative Services to be provided by the Administering Municipality 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. Meetings may be rescheduled with confirmation in writing from all participating municipalities.
 - (b) The February and October meetings shall primarily serve for the purposes of reviewing and finalizing the budget for the Joint Waste Management Service.
 - (c) Tri-Council meetings shall be hosted by each Municipality on a rotating basis, commencing with Armour, followed by Burk's Falls, and then followed by Ryerson, and shall be chaired by the Head of Council or designate of the host Municipality.
 - (d) Tri-Council meetings shall be open to the public except for those meetings or parts thereof that may be closed to the public pursuant to Section 239 of the *Municipal Act, 2001, as amended*.
 - (e) The Procedural By-law of the host Municipality shall be used to govern the Tri-Council meetings hosted by such host Municipality.
13. The Tri-Council Shared Services Sub-Committee (the "Committee") shall serve as a secondary forum for discussion regarding the joint Waste Management Services, and function based on the Terms of Reference established therefor.
14. This Committee exists to strengthen the partnership formed through the development and provision of Joint Waste Management Services, and to work collaboratively to improve service delivery and future planning regarding the Waste Management Service. The Committee exists to keep Partners informed on operational challenges faced by the Waste Management Service, service delivery issues, and provide representation from each of the Partner Councils.

15. The Waste Management Administrator, and/or designate, may be present at select Committee meetings to provide technical input or 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 equal most recently approved budget until all Municipalities agree to the proposed budget.
21. From the time the annual budget for the Service is approved by each Council, the Administering Municipality shall provide, every three (3) months thereafter, in writing, a budget to actual report to the other Municipalities, through the Clerk of each Municipality.
22. Once the budget is approved by each Municipality, the following will apply:
 - (a) Any change(s) to the approved budget which would increase the net total of the approved budget shall require the approval of each of the Municipalities in order to

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

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

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

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

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

VI. ADMINISTRATION OF COST SHARING

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

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

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

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

VII. INDEMNIFICATION AND INSURANCE

30. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties, their respective officials, employees, agents, and contractors (the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including reasonable legal fees and costs) arising out of or related to:
 - (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;
 - (b) Any breach by the Indemnifying Party of any provision of this Agreement;
 - (c) The operation and funding 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 **Part 2** of this Agreement, to the other Municipalities, accompanied by a resolution of Council indicating such decision to withdraw.
40. If notice of withdrawal is received prior to the dispute resolution procedures as established in **Part 9** being engaged, said notice shall be deemed not to be in effect and the party issuing the notice shall be directed to engage in the formal dispute resolution procedures as outlined.
41. If notice to terminate this Agreement/withdraw from the shared delivery of the Services is given and the Municipality giving such 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 shall not be modified or amended except with the written consent of all Municipalities and no modification or amendment to this Agreement binds any Municipality unless in writing and executed by the Municipality intended to be bound.

Counterparts

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

Headings and Wording

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

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

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

Mayor

Clerk

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

Mayor

Clerk

**THE CORPORATION OF THE TOWNSHIP OF
RYERSON**

Mayor

Clerk

DRAFT

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**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.

May 07, 2026

Township of Ryerson

Dear Amy Tilley - CEMC:

The Ministry of Emergency Preparedness and Response (MEPR) is pleased to advise that we have completed our review of the documentation submitted to the Ministry towards meeting the requirements in the *Emergency Management and Civil Protection Act* (EMCPA) O. Reg. 380/04 and our assessment indicates that your municipality has satisfied all thirteen (13) program elements for 2025. Congratulations and thank you for your continued dedication to a safe, practiced and prepared Ontario.

On December 3, 2025, the Government of Ontario passed Bill 25, the *Emergency Management Modernization Act, 2025* which amended the EMCPA to enable a more effective, coordinated and comprehensive approach to provincial and community emergency management.

Some amendments are now in effect, with no new requirements for partners. **All existing EMCPA municipal requirements remain the same for 2026.**

EMCPA amendments specific to municipalities are expected to come into force at a later date pending direction and future regulations, including

- Enabling flexibility regarding requirements for municipal emergency management programs and plans based on needs and capacity.
- Allowing two or more municipalities to voluntarily develop and implement joint emergency management programs and plans.
- Clarifying the process for and ensuring accountability of municipal emergency declarations under the EMCPA.

The [e-Laws link](#) to the EMCPA has now been updated and includes text with a grey background for the provisions not yet in force.

The ministry remains committed to working closely with municipal emergency management partners throughout the implementation of these amendments, including the development of supporting regulations pending direction.

If you have any questions on the amendments, please contact the Strategic Policy and Governance Branch in the Ministry of Emergency Preparedness and Response at EMOPolicy@ontario.ca.

For further information on our assessment or if you have any questions or concerns about this letter, please contact your Field Officer.

Name: Diane Ploss

Email: diane.ploss@ontario.ca; adam.monster@ontario.ca

Phone: 437-424-9433

Sincerely,

Tony Bavota
Assistant Deputy Minister, Emergency Response Division
Ministry of Emergency Preparedness and Response

cc: Mayor / Reeve George Sterling



The Municipality of the
VILLAGE OF BURK'S FALLS

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

ARBFMA Manager's Report – May 2026

Date: May 12th, 2026

RECOMMENDATION

Accept this report as information.

BACKGROUND

The facility ice season ended April 12th, 2026. It was the end of a busy ice season that consisted of 2,100 hours of ice rentals between June 29th, 2025, and April 12th, 2026. Staff are anticipating and preparing for another busy ice season starting June 28th, 2026. The current ice bookings are promising and are looking similar to those hour in the last ice season.

The summer ice program is 10 weeks in 2026. Staff have booked a mini tournament in mid-July as well as a 2-day old-timers tournament at the end of July.

The Karl Crozier Room was also busy April and early May. The types of room rentals included the normal monthly rentals being Seniors exercise, Friends, Bingo, Bible Group, and Cadets. The extra room rentals in April and May included 6 birthday Senior Stand-Up Classes, Holistic Trade Show, Tournament Luncheon, Cadets Reception, Kick Boxing Classes and 5 VofBF Council Meetings.

ANALYSIS

- Staff are now in their maintenance phase of the year. Although there are still facility rooms and floor rentals to serve, staff have cleaning and maintenance to complete to prepare the facility for the next ice season.
- The ice rink boards and glass have been cleaned & scrubbed of all the puck and stick marks. Attached is a before and after pic of the arena boards.
- The capital projects are all underway.
- The condenser has arrived and is installed, ready for the start up in June.
- The hall floors should be resurfaced on May 9, 10, 11 and 12, 2026, and ready for another busy hall rental season.
- Staff have been receiving more requests for the hall use which is a promising sign for the facility

FINANCIAL IMPACT

N/A

HUMAN RESOURCE IMPACT

N/A



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

OPTIONS

The Council accepts this report as information and discussion

Graham Smith
Graham Smith RRFA/CIT
ARBFMA Manager





ARBFMA - No Charge and Reduced Rate Report – May 2026

Date: May 12th, 2026

RECOMMENDATION

Accept this report as information and discussion

BACKGROUND

The ARBFMA at the direction of current and previous Council offers certain groups the facility at No Charge or at a reduced rate rather than the prime rate. Council is reminded staff do not use the word “Free” because a rental that brings in zero dollars still costs the facility budget dollars. These costs include utilities, staff time to manage the event, staff time to clean up, toiletries, cleaning supplies, and wear and tear on the facility.

Groups that received the facility at no charge, or a reduced rate in 2025 were Local Minor Hockey Groups, Winning Techniques, The Friends, Armour Ryerson Burk's Falls Agricultural Society, East Parry Sound Community Support Services, Cadets, Elections Canada, Elections Ontario, Land of Lakes Public School, Almaguin Highlands Secondary School, The Bible Study Group, Village of Burk's Falls Recreation Department, and the Tri-Councils.

Through the annual budget, Council and the ARBFMA provides annually the community an ice surface for public skating, parents and tots and adult/senior skating. The public skating program does charge admission, but these admissions have never covered the costs required to cover the cost of the ice surface. In September 2025, staff reduced number of public skating hours offered to help reduce the cost of the program annually. Staff try to get community sponsorship annually to support public skating and this has been very successful during March & Christmas Break and on Family Day. In 2025 staff also received sponsorship for 10 weeks on Friday nights. It is important to note that the public skating donations to sponsor public skating do lower the expected admissions annually.

ANALYSIS

Local Minor Hockey

- Local Minor Hockey receives an hourly rebate on their ice usage.
 - The Village annually offers a rebate to local minor hockey programs, and the rebate equates to 20% off the prime-time ice rate.
-



Local Minor Hockey Continued:

- Local Minor Hockey Groups used **261 ¾ hours** of ice time in 2025. The rebate received in 2025 was **\$6,327.71**.
- Local Minor Hockey also receives a rebate on the hall use as needed. Minor Sports used **3 hours** of hall rentals in 2025. The rebate received in 2025 was **\$100.01**.
- Offering minor sports, a rebate is common in most municipal arenas including the other 2 municipalities that serve the local minor sports groups
- The rebate for Local Minor Sports is approved annually when the facility rates are approved.

ARBFAS

- The Amour Ryerson Burk's Falls Agricultural Society receives all their ARBFMA rentals at no-charge.
- The Village of Burk's Falls and the ARBFAS have an agreement from the 1970s that allows the ARBFAS use of the facility at no-charge.
- The ARBFAS use the facility for monthly bingos – which includes the hall and kitchen
- Other ARBFAS facility use includes the tuck show, fall fair, annual general meeting, fall fair awards dinner, annual Christmas craft sale and the annual Easter egg drop.
- In 2025 the ARBFAS had 18 different events in the hall, kitchen and lobby for a total of **291 hours of facility use**.
- The value of the **291 hours** of facility use is **\$10,581.06** which calculated using the hourly facility rates for each facility used.
- The Easter egg drop does not include rental of the interior facility and uses the parking lot. The patrons of the Easter Egg Drop however, use the facility washrooms and lobby which is a cost for staffing, toiletries, facility wear and tear and cleaning supplies.
- The Fall Fair does rent the lobby and hall for specific events or vendors, however the facility is often used for washroom use and a warming or cooling area for patrons. This results in a costs for staffing, toiletries, cleaning supplies and facility wear and tear.

Cadets

- Cadets are long time users of the facility and before the COVID-19 pandemic used 1 day per week.
- The COVID pandemic cadets to move their 2 day a week program to the ARBFMA.
- Cadets are a youth group that has always been offered the facility at no charge.
- Cadets do give the ARBFMA an annual donation of **\$250 to \$500** and publicly thank the Village of Burk's Falls and the ARBFMA staff for there long-standing support.
- In 2025 the Cadets used **202** hours in the hall and on the arena floor.
- The value of this use is **\$10,078.69**



East Parry Sound Community Support Services

- The East Parry Sound Community Support Services are long time users of the ARBFMA, and they provide exercise classes for local seniors. The fee charged for these classes is “No-Charge”
- The main seniors exercise program is offered weekly on Wednesday mornings and there is also a 10 week Stand up class offered every spring 2 days a week.
- The total number of hours used by the East Parry Sound Community Support Services in 2025 was **100 ½ hours**.
- The value of this no-charge use is **\$4,980.78**
- East Parry Sound Community Support Services occasionally receive funding for the Stand-up classes.
- In 2026 there is a small amount donated for the 2026 Stand-up program

Elections Canada

- At election time in Canada the Government of Canada uses the ARBFMA for elections and advanced polling.
- In 2025 Elections Canada used the hall, kitchen and lobby for **60 hours**.
- Elections Canada set the rate they pay for the facilities they use. The Governments rates are not the same rates the ARBFMA charges for facility rentals.
- The rebate the Government of Canada received in 2025 was **\$424.89**

Elections Ontario

- At election time in Ontario the Government of Ontario uses the ARBFMA for elections and early polling.
- In 2025 Elections Ontario used the hall, kitchen and lobby for **60 hours**.
- Elections Ontario sets the rate they pay for the facilities for the advanced polls which are not the same rates the ARBFMA charges for facility rentals.
- Elections Ontario does not pay for election day as they require municipalities in Ontario to provide their facilities at “No-Charge” for Election Day. The provinces reasons for the “No-Charge” fee on election day is because of the money they give to municipalities annually.
- The rebate and no charge use in 2025 offered to the Government of Ontario was **\$2,234.15**.

Land of Lakes Public School

- The Land of Lakes Public School uses the ARBFMA for school skating and class trips.
 - In 2025 Council agreed to offer the ice surface use of **3 hours** at no-charge to Land of Lakes.
 - The value of this offer is **\$223.02**
-



Almaguin Highlands Secondary School

- The Almaguin Highlands Secondary School uses the ARBFMA for their School hockey program.
- AHSS are offered a reduced rate for the ice surface because the patrons are youth.
- The AHSS used **27 hours** of ice time in 2025
- The rebate received was **\$585.35**

Winning Techniques

- Winning Techniques has a contract with the Village of Burk's Falls until 2030.
- The contract identifies 505 ½ hours of banked time that was paid for but never used.
- The banked time mentioned in the contract benefits Winning Techniques because the value of the 505 ½ banked hours in 2018 was \$150.96 per hour * 505 ½ which totals \$76,310.28.
- That same time in 2025 would be valued at \$192.02 per hour * 505 ½ which totals \$97,066.11.
- Annually Winning Techniques banked time value exceeds the total amount prepaid before 2018. There is still a balance of 146 banked ice hours to use.
- Winning Techniques has until 2030 to use the bank time or lose the banked time.
- The total number of banked ice time used in 2025 was **60 hours**.
- The value of those 60 hours used in 2025 was **\$10,402.80**.

The Friends

- The Friends are an Alzheimer's seniors group providing seniors weekly a day of socializing, fun and good food.
- The Friends use the hall 8 hours a day every Friday of the year.
- There are days the program is cancelled due to illness, stat days or weather related.
- The Friends program has always been offered a large rebate weekly for their program as it provides great value to the community seniors in need.
- The Friends program used **328 hours in the hall/kitchen** in 2025.
- The rebate offered in 2025 for this program is **\$6,563.07**

Village of Burk's Falls and Tri-Council use

- There was 40 hours used in the hall dedicated Council, Staff, Tri-Council and Council Donated events.
 - These hours used include public meetings, clinics, 2 public events, and staff training
 - In 2025 Councils and Staff used **40 hours** for training, public events and public meetings.
 - The value of those **40 hours** is **\$1,982.40**
-



Village of Burk's Falls Recreation Programs

- The VofBF recreation department runs programs at the facility annually
- The recreation programs do receive funding through registration, but that registration revenue is not used to pay for the facilities booked and used.
- The recreation department used 4 hours of ice and 13 ½ hours of hall time in 2025.
- The value of the 17 ½ hours of facility use is **\$1,115.08**
- The number of recreation programs being offered at the ARBFMA is increasing in 2026.

Bible Study Group

- The bible study group is a non-profit group that uses the ARBFMA hall for weekly bible study
- The bible study group used **45 hours** of hall use in 2025.
- The rate charged was the non-profit rate which is significantly reduced from the regular rate.
- The rebate the bible study group received in 2025 was **\$876.20**

Birthday Party Hall Use

- The use of the hall for a birthday party is offered at a reduced rate to give value to the birthday party packages sold.
- The ice surface for a birthday party is charged at full rate
- In 2025 there was **82 hours** of birthday party packages used in the hall.
- The total rebate offered for these parties was **\$2,386.94**

Exercise Classes

- There was a private group that used the hall in 2025 for 7 weeks of exercise classes
- At reduced rate for exercise classes was developed and approved in 2021.
- The exercise classes used only **8 hours** of time in 2025.
- The rebate received was **\$130.30**

Public Skating

- Public Skating is a little more complicated because like the recreation programs it is offered to the community through the Village or ARBFMA budget.
 - The program however still comes at a cost to the budget and should be included in the allocations for reduced rate or no-charge use.
 - Public skating also includes parents and tots, parents and tots shinny and Adult only skating
 - The total number of hours allocated to the public skating program in 2025 was **235 ½ hours**
-



- The total value of the hours allocated is **\$20,793.04**.
- Staff secured **\$2,437.30** in sponsorship donations and received **\$2,088.28** in admissions in 2025.
- The total value of the ice surface minus the donations and admission fees is **\$16,267.46** in 2025.

Public Skating Info:

An Ontario municipality is **not legally mandated** to provide public skating.

Public skating is considered a recreational service or amenity, not an essential service like police, fire, or water. Therefore, decisions about providing skating, maintaining arenas, or creating outdoor rinks are made by local councils based on community demand, budget, and resources.

However, many municipalities do choose to offer it, and if they do, they are governed by specific guidelines:

Sponsorships: Many public skating sessions are free or low-cost, often supported by local business, community sponsorships or Municipal Councils.

Note: If a municipality offers public skating, it is typically managed through the Parks and Recreation department and announced in seasonal schedules.

FINANCIAL IMPACT

Financial Breakdown Attached

HUMAN RESOURCE IMPACT

Staff time to manage and clean up the events.

OPTIONS

The Council accepts this report as information and discussion.

Graham Smith

Graham Smith RRFA/CIT – ARBFMA Manager

The Municipality of the
VILLAGE OF BURK'S FALLS



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NO CHARGE AND REBATE INFORMATION

| Group | Facility Hours used | Rebate Offered | No Charge Rate | 2025 Facility Rental Revenue |
|--|---------------------|----------------|----------------|------------------------------|
| Minor Sports Groups | 261.75 | \$6,327.71 | | |
| ARBFAS | 291 | | \$10,581.06 | |
| The Cadets | 202 | | \$10,078.69 | |
| East Parry Sound Community Support Service | 100.50 | | \$4,480.78 | |
| Elections Canada | 60 | \$424.89 | | |
| Elections Ontario | 60 | \$2,234.15 | | |
| Land of Lakes Public School | 3 | | \$223.02 | |
| Almaguin Highlands Secondary School | 27 | \$585.35 | | |
| Winning Techniques | 60 | | \$10,402.80 | |
| The Friends | 328 | \$6,563.07 | | |
| Village Council, Staff & Tri-Council | 40 | | \$1,982.40 | |
| Village of Burk's Falls Recreation | 17.50 | | \$1,115.08 | |
| Bible Study Group | 45 | \$876.20 | | |
| Birthday Party Use | 82 | \$2,386.94 | | |
| Exercise Classes | 8 | \$130.30 | | |
| Public Skating | 235.5 | \$16,267.46 | | |
| Totals | 1,713.25 | \$35,796.07 | \$38,863.83 | |
| | | | | |
| Total Facility Hours and Revenues | 4,081 | | | \$207,774.89 |



Capital Report – Man-gate Latches Replacement - May 12th, 2026

RECOMMENDATION

Accept the quotation of from Near North Industrial in the amount of \$1,059.75 plus HST for the manufacturing of the latches for the 9 man-gates for access to the arena ice surface and floor.

Accept the quotation from Punter Property Management Services in the amount of \$3,000 plus HST which includes removal, disposal, installation, parts and welding of the latches.

BACKGROUND

Staff have been dealing with damage and repairs of the door closures for the past 2 to 3 years. Over time the latches have worn out and the welds have busted. Staff have also received a number of customers approaching them with their concerns about the damaged latches.

When the latches break they become a safety issue for the customers using the ice surface and a liability to the facility, staff and the Village of Burk's Falls.

ANALYSIS

Staff were able to obtain 3 quotes for this work

- 1) Near North Industrial and Punter Property Management Services \$4,059.75 plus HST
- 2) Sound Barriers \$7,975 plus HST
- 3) The Welmar Group – Latches and Door Stops only \$963 plus HST plus Shipping.

Note – Staff would still need to hire an installer to remove and replace.

Near North Industrial and Punter Management Services are both local businesses the ARBFMA uses both businesses as needed for supplies and facility maintenance.

FINANCIAL IMPACT

Council approved \$7,500 in the 2026 Capital budget for the replacement of the man door latches.

Options

Council accepts the quotation from Near North Industrial and Punter Property Management Services in the amount of \$4,059.75 plus HST for the man gate latch replacement.

RYERSON TOWNSHIP – EMERGENCY MANAGEMENT CONTROL GROUP EMCG

MEETING NOTES

Tuesday, April 14, 2026

1. Members of Council in attendance: Kelly Morissette, Nancy Field, Fred Schmeltz, Glenn Miller, Jason Newman, Bryan Austin, Joe Readman, and Amy Tilley.

Councillor Miller called the meeting to order at 9:00 a.m.

2. Emergency Control Group got together to discuss current flooding, group reviewed Annex A: checklist to declare an emergency. Decision was made to not declare an emergency as event didn't fall within a declaration of an emergency but instead declared a Significant Weather Event.

Councillor Miller adjourned the meeting at 9:30 p.m.

RYERSON TOWNSHIP – EMERGENCY MANAGEMENT CONTROL GROUP EMCG

MEETING NOTES

Thursday, April 23, 2026

1. Members of Council in attendance: Kelly Morissette, Nancy Field, Fred Schmeltz, Glenn Miller, Jason Newman, Bryan Austin, Joe Readman, and Amy Tilley.

Councillor Miller called the meeting to order at 1:04 p.m.

2. K. Morissette provided the group with an overview of the April 2026 flood event.
3. Annex A: Consideration of Declaration of Emergency was review on April 14. Emergency event was not declared during the flooding event.

J. Readman indicated that Burk's Falls has reached out regarding disaster areas, MMAH has not been deployed yet to designate disaster areas.

Some potential areas for Ryerson could be Spring Hill Rd and Midlothian Rd.

4. F. Schmeltz provided roads update and next steps. All roads have been reopened and are all safe and stable. Some washouts remain throughout township roads but do not hinder traffic flow on roads.

F. Schmeltz indicated that a culvert repair will be coming in the next couple days. Culvert was replaced during the flood and needs to be repositioned as it was placed when wet and water was still flowing.

Questions were asked regarding material in the ditch on Hill and Gully, material will be removed from the ditch as best as possible and will be reused as contaminated fill.

5. Control group discussed flood waste for those that have been affected by the flood, staff have posted to social media steps residents are to take prior to disposing of flood waste. Burk's Falls has decided to cover costs for their residents and Armour has provided bins for residents to dispose of waste. The suggestion is for Ryerson to cover costs for its residents as there may not be many homes that were effected by the flood.

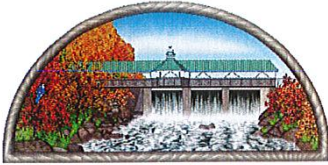
Another suggestion was brought up that due to low impacted residential homes in Ryerson, potential to partner with Armour and cover portion of cost for bins have Ryerson residents dispose of waste in bins placed in Armour Township.

6. Control group identified what worked well during the event and what could be improved for future events. The following were identified

- What worked well:
 - Open communication – Group chat was created.
 - Frequent updates for residents on Facebook and Website.
- What could be improved:
 - Providing residents with map of township on social media platform to assist with detour routes.
 - J. Readman to reach out to EMS and K. Morissette to reach out to OPP to gather information on what could be done differently when reporting road closures.
 - Additional purchase of road closure equipment.
 - More communication with neighbouring municipalities with road closure updates as there are multiple shared boundaries.

7. Control group reviewed priority actions. After reviewing the flood event, the emergency plan does not require update. F. Schmeltz to begin adding budget item each year to purchase more road signs and road closure equipment.

Councillor Miller adjourned the meeting at 2:02 p.m.



The Municipality of the
VILLAGE OF BURK'S FALLS

Moved By: RB Date: May 12, 2026

Seconded By: AR Resolution # 2026- 150

Be it resolved;

That the Council for the Village of Burk's Falls hereby supports the draft shared service agreements for the Armour, Ryerson, and Burk's Falls Memorial Arena and the TRI R Landfill and Recycling Centre in principle.

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:

Chris Hope

Mayor



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Armour Township

Wiseman's Corner Schoolhouse
112 Midlothian Road
Ryerson Township

**MINUTES
REGULAR MEETING
Burk's Falls & District Historical Society
Armour Township Council Chambers, Burk's Falls
Monday, May 18, 2026**

Members Present: Diane Brandt – President
Barry Burton – Vice President
Charlene Watt – Deputy Treasurer/Secretary
Nancy Kyte
Peter Hall
Krista Trulsen
Nieves Guijarro
Lynn McGregor
Leo Petipas (New Member)

The Members present constituted a quorum.

Call to Order:

The meeting was called to order at 7:01 p.m.
Diane Brandt in the Chair.

Welcome:

Diane welcomed Members. Members welcomed Leo Petipas and his family as new Members.
Regrets from Jenny Hall.

Delegation:

There were no delegations.

Election of Director and Nomination of Vice-President:

As noted in the March 23, 2026 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 the April 20, 2026 meeting, consideration of the nomination was deferred to the May 2026 meeting. Barry Burton accepted the nomination.



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Approval & Amendments of the Minutes of the Last Meeting:

Acceptance of minutes and adoption of the April 20, 2026 Meeting Minutes as circulated:
Moved by Nancy Kyte Seconded by Peter Hall. Carried

Treasurer's Report:

There was no Treasurer's Report.

Correspondence:

Charlene Watt advised Members that an obituary notice was received for Bruce Campbell. Mr. Campbell was an active Historical Society Member until 2021 and an advocate for preserving local history. A Celebration of Bruce's Life will be held June 6, 2026, from 2:00–4:00 p.m. at the Royal Canadian Legion Branch 405, 9 Mary Street. Dress code is Toronto Maple Leafs apparel or blue and white clothing. In lieu of flowers, the family requests donations to Hospice Huntsville or Sick Kids (The Hospital for Sick Children). **Motion to donate \$100 to Hospice Huntsville in memory of Bruce Campbell: Moved by Barry Burton, Seconded by Leo Petipas. Carried**

Diane Brandt advised Members that she had received a request from Ingrid Gorman of South River offering a donation consisting of a Tabor organ and a settee. Photographs of the items were circulated for review. Diane advised that the donations will be accepted on behalf of the Historical Society. Due to limited space currently available at the farmhouse, the Gorman family has agreed to retain the furniture until suitable accommodations can be arranged.

Committee Reports:

Wiseman's Corner Schoolhouse Update:

Members were advised that the Township of Ryerson will not be hosting the annual Ryerson Community Yard Sale in June. Additionally, the Heritage Centre has been spring cleaned and is prepared to open for the season. It is planned to open the facility in early July and to be open on weekends. A volunteer sign-up calendar will be presented at next month's meeting to coordinate assistance with operating hours throughout the summer season.

Watt Farm House Update:

Members were advised that the Heritage Centre is prepared to open for the season.

Membership Committee:

Peter Hall advised members that there are 12 paid individual memberships and 2 family membership for the year to date. The honorary membership for Bruce Campbell will be removed from the count. There has been no change since last month.



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Facilities and Function Committee:

Members were advised by Diane Brandt and Barry Burton that Armour Township has approved the 2026 budget, which includes provisions for heating the red building. Representatives of the F&F Committee subsequently met onsite with the CAO and the Chief Building Official to review and assess the proposed heating system and determine whether it will adequately meet the facility's operational requirements. Barry Burton will follow up with the Chief Building Official regarding the requirement for a secondary review. In addition, revisions to the accessible washroom design are required to incorporate a change table in accordance with accessibility requirements.

Hiring Committee:

Members were advised that Diane Brandt and Dave Gray, CAO for the Township of Armour will review the submissions and report next month on the selected Heritage Co-ordinator Summer Student hire. Jenny Hall is unable to commit to the Hiring Committee at this time.

General Business:

Members reviewed the public notice from the Township of Armour stating that Heritage Festival 2026 has been cancelled. It was agreed with the Historical Society that after careful consideration, we would not be proceeding with the Heritage Festival for the current year. The Township and Historical Society recognized the importance of the event within the community and acknowledged the support we had received over the years. It was further noted that the Township and Historical Society was exploring alternative community events and programming that would be more sustainable and cost-effective while still bringing residents together. Additional information will be shared as plans are developed. Peter Hall and Nancy Kyte advised that they will continue to follow up with the Township of Armour's Recreation Department to work on planning next year's event.

New Business:

Fundraising Ideas:

Fundraising was recognized as essential to supporting the Historical Society's programs, events, preservation efforts, and ongoing community initiatives.

One suggestion was proposing a community-driven fundraising initiative centered on the creation of a heritage cookbook. More than a traditional recipe collection, the project would preserve and celebrate the culinary traditions, family stories, and everyday history of Burk's Falls, Ryerson Township, and Armour Township. Community members would be invited to contribute family recipes, personal memories, and historical photographs, helping create a living archive of local heritage that reflects rural traditions. The cookbook would also include educational historical inserts. Proceeds from cookbook sales would support the Historical



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Society's fundraising project for many years and promote preservation efforts while strengthening community connection, encouraging intergenerational participation, and creating a lasting cultural legacy for future generations.

Another suggestion discussed was approaching local businesses to request permission to place donation jars at customer checkout areas in support of Historical Society initiatives. Proposed wording for jar labels included: "Every Donation Helps Protect Our Heritage," "Your Donation Helps Keep History Alive," "Support Heritage Preservation in Our Community," and "Every Dollar Helps Preserve Our Shared Story."

Peter Hall and Nancy Kyte presented a compiled list of potential fundraising initiatives for consideration. The proposed activities include a spaghetti dinner, bingo event, silent auction, themed dances, chili cook-off, bake sale, rubber duck races, production of an annual calendar, establishment of a legacy giving program, and a music concert in collaboration with the Theatre Committee. Additional ideas include maple syrup production activities and various raffle-based fundraising opportunities.

Peter Hall and Nancy Kyte will undertake a further review and evaluation of the proposed fundraising initiatives. They will assess the feasibility, community interest, resource requirements, and expected revenue generation associated with each idea, and will provide recommendations at the next meeting. A report outlining their findings and suggested next steps will be presented for consideration next month.

Mailbag Donation:

Barry Burton presented to Diane Brandt a mailbag from the historic Katrine Post Office from the 1940s. Members expressed gratitude for the donation. Barry will request the donor complete the donation form for our records and return to Diane.

Adjournment:

The next meeting will be held on Monday, June 15, 2026 at the Armour Township Council Chambers. There being no further business, Barry Burton moved to adjourn the meeting at 8:12 p.m.

Recorded by
Charlene Watt, Deputy-Treasurer/Secretary

Approved by
Diane Brandt, President