

# THE MUNICIPAL CORPORATION OF TOWNSHIP OF ARMOUR

## *Agenda*

June 23, 2026

### **VIDEO RECORDING DISCLAIMER AND LAND ACKNOWLEDGEMENT: REGULAR MEETING AT 7:00 P.M.:**

Confirmation of the minutes of the regular meeting of June 9, 2026 (1)  
List of proposed resolutions (2)

### **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF:**

#### **DELEGATIONS:**

Danika McCann, Recreation Co-ordinator – June 2026 Report (3)

#### **ACCOUNTS FOR APPROVAL: NONE**

#### **APPLICATIONS: NONE**

#### **BY-LAW(S):**

#33-2026 – To Enter into an Agreement for Sharing Arena Services (4)  
#34-2026 – To Enter into an Agreement for Sharing Waste Management Services (5)  
#35-2026 – To Enact a Roads Fouling By-law (6)  
#36-2026 – To Establish a Committee of Adjustment, repeals By-law #14-2026 (7)  
#37-2026 – To Appoint the Chief Building Official, repeals By-law #11-2026 (8)

#### **REPORTS:**

DSSAB – Meeting of June 11, 2026  
Historical Society – Draft minutes of meeting of June 15, 2026 (9)  
Library Board – Meeting of June 17, 2026 (10)  
Agricultural Society – Meeting of June 18, 2026  
TRI Council – Meeting of June 22, 2026 – *Resolution (cease collection of tires at landfill)* (11)  
Any other reports?

#### **CORRESPONDENCE:**

**#12 TO #17**

#### **UNFINISHED BUSINESS:**

Support Resolutions from Municipalities across Ontario: Rest Stops (18)  
Staff Report: Revision to Recreation Co-ordinator Job Description – *Resolution* (19)  
Township of McMurrich/Monteith Resolutions – CBO Agreement & Appointment (20)

#### **NEW BUSINESS:**

Staff Report: Reserve & Reserve Fund By-law Modernization and Hospital Reserve - *Resolution* (21)  
Staff Report: Establishment of Solar Panel Replacement Reserve - *Resolution* (22)  
MECP: Restriction on the Landfilling of Excess Soil (23)

#### **CLOSED SESSION: IF REQUIRED**

#### **ADJOURNMENT:**

#### **DATES TO REMEMBER:**

June 24, 2026 – Planning Board  
June 25, 2026 – ACED Board  
June 29, 2026 – ACED Strategic Plan Public Consultation – KCC – 5:30 p.m.  
July 1, 2026 – Canada Day – Municipal Office, Landfill & Garage Closed  
July 2, 2026 – AHHC  
July 8, 2026 – OPP Board  
July 9, 2026 – PowerBank/Creasor BESS – OLT Appeal Hearing  
July 9, 2026 - DSSAB  
July 14, 2026 - Regular Council Meeting

Any member of the public who wishes to attend the virtual Council meeting may contact the Clerk by 4:00 pm on Tuesday, June 23, 2026 by email at [clerk@armourtownship.ca](mailto:clerk@armourtownship.ca)



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

**MINUTES**

June 9, 2026

The regular meeting of the Council of the Township of Armour was held on Tuesday, June 9, 2026 at 7:00 p.m. Those in attendance were: Mayor Rod Ward; Councillors Wendy Whitwell, Dorothy Haggart-Davis; and Rod Blakelock; Absent: Councillor Jerry Brandt; Delegation: Amy Tilley, Waste Management Administrator and CEMC; Guests: Doreen Monk, Marie Stitt, Tara Vestering, Adrian Vestering and Sarah Cooke; Staff: Charlene Watt, Municipal Clerk and Charlotte Wagar, Office Administrator.

**VIDEO RECORDING DISCLAIMER:**

Participants were informed that the meeting will be recorded to provide a record of discussions and agreements held within the meeting. By staying in the meeting, virtually or in-person, participants consented to being recorded. Participants also agreed to recordings being posted to YouTube or other distribution services.

**INDIGENOUS LAND ACKNOWLEDGEMENT:**

Council acknowledged the traditional lands of the Anishinaabe and recognized the historical and contemporary contributions of the local First Nations and the peoples of Turtle Island.

**CONFIRMATION OF THE MINUTES OF THE PREVIOUS MEETING:**

The minutes of the regular Council meeting held on May 26, 2026 were approved, as circulated.

**DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF:**

No pecuniary interest and general nature thereof were declared.

**DELEGATION:**

Amy Tilley, Waste Management Administrator, presented her June 2026 Staff Report detailing the May 2026 bag counts, including comparisons to previous years. Council was advised that a Waste Committee meeting has been scheduled to review current landfill assets and traffic flow and make recommendations for improvements. The first monitoring event by DM Wills took place in early May, with a recommendation to replace aquatic plants in the constructed wetland and address the presence of invasive phragmites. Council was also informed of ongoing challenges with the provincial tire recycling program, including significant tire backlogs resulting from reduced recycling targets. Proposed provincial regulatory changes would require collection agencies to pick up tires more promptly and ensure collected tires are processed or recycled within three months. Staff will obtain more information and report back to Council. Questions were asked and answered.

Amy Tilley, CEMC, reported to Council on the Emergency Management Program Committee meeting held on April 8, 2026. The Committee reviewed updates to the draft Evacuation Plan, reception centre planning, compliance requirements, emergency operations centre arrangements, and the draft Emergency Response Plan. Members also reviewed Hazard Identification and Risk Assessments, critical infrastructure, training requirements, and the use of a virtual Emergency Operations Centre. Follow-up actions include scheduling Red Cross training, completing the McMurrich/Monteith Reception Centre Plan, consulting the Field Officer regarding the 2026 exercise, and arranging the next Committee meeting. Council passed a resolution acknowledging the minutes of the EMPC meeting of April 8, 2026..

Council reviewed the Staff Report dated June 9, 2026 from the Roads Supervisor, which outlined late spring operations, infrastructure maintenance, and capital project updates. Despite significant weather-related challenges, including a severe winter, heavy spring rainfall, localized flooding, and a recent wind storm, Roads Department staff maintained essential services, completed storm response efforts, and kept key capital projects such as dust suppression, gravel resurfacing, roadside brushing, and surface treatments on schedule. The report also highlighted recent bridge and park maintenance work, the arrival of a new excavator, ongoing traffic calming initiatives,

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

**MINUTES**

June 9, 2026

**DELEGATION: cont'd.**

and plans to manage accumulated staff banked time and vacation through staggered scheduling while maintaining service levels.

**NEW BUSINESS:**

Agenda items #30 (Staff Report: Flood Response Support Considerations) was brought forward for discussion with the Waste Management Administrator while she was in attendance.

Council reviewed a staff report from the CAO regarding potential flood response support measures for residents affected by the 2026 spring flooding. The report followed discussions at the May 26, 2026 Council meeting and requests from residents to consider assistance with flood-related demolition projects, including waiving demolition permit fees, expediting inspections, and providing support for disposal of demolition debris. Staff outlined preliminary options such as eliminating the \$190 demolition permit fee, prioritizing inspections where feasible, and offering additional waste disposal assistance through bins or waived tipping fees. The report also discussed the potential creation of an application-based relief fund with defined eligibility criteria, timelines, budget limits, and cost-sharing arrangements. Council was advised to consider the financial implications, estimated at between \$6,380 and \$15,484 depending on the level of support provided, and the importance of establishing any assistance as a one-time response to the 2026 flood event to avoid setting future precedent. Council received the report for information and discussion and directed staff to investigate matters arising from the discussion and bring forward recommendations at the June 23, 2026 meeting. Council acknowledged that relief measures had already been provided to residents affected by the flood during the initial response phase. Questions were directed to the Waste Management Administrator regarding potential additional support. Council noted that implementing and regulating further relief for flood-impacted properties could present challenges, including the risk of establishing a precedent for similar requests in future events. As a result, Council recommended that staff develop a pilot program for consideration, including two potential options as well as a "do nothing" alternative. Potential program elements discussed included requiring a demolition permit, a site plan application with a deposit for reconstruction, and the establishment of a framework similar to the Township's water monitoring grant program, with a defined maximum contribution available to eligible residents. Council also raised considerations regarding the scope of eligibility, including whether relief should be limited strictly to flood-damaged properties, and how other types of damage (e.g., wind-related) would be addressed. It was further noted that accessory structures would not be included under the proposed program.

**ACCOUNTS FOR APPROVAL:**

The list of accounts for June 2026 was approved by resolution.

**APPLICATIONS: NONE**

**BY-LAWS:**

By-law #31-2026 being a by-law to confirm the proceedings of Council at its May 2026 meetings was read in its entirety and passed by resolution.

By-law #32-2026 being a by-law to enter into a site plan agreement with 1000613806 Ontario Inc, Plan 199, Lot 16 and known municipally as 390 Kent Road was read in its entirety and passed by resolution. Questions were asked and answered regarding the existing sewage system. The septic has been properly maintained and North Bay Mattawa Conservation Authority has approved the rebuild with an existing septic.

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

**MINUTES**

June 9, 2026

**REPORTS:**

Council reviewed the June 2026 Planning Report.

A verbal update was given on the May 27, 2026 Planning Board meeting.

Council reviewed the agenda from the May 28, 2026 ACED Board meeting, the minutes from the April 23, 2026 meeting, the monthly Director of Economic Development Report and the discussion report on future service delivery models between ACED and the Almaguin Chamber of Commerce.

Council received a verbal report regarding the June 4, 2026 AHHC meeting. Discussion followed concerning municipal contributions toward the new hospital development. Council requested that the Treasurer investigate the feasibility of allocating dedicated local hospital reserve funds as a donation to the Hospital Foundation and report back with findings and recommendations.

Council reviewed the Township's Financial Statement dated June 4, 2026.

**CORRESPONDENCE:**

Council reviewed a resolution from the Town of Plympton-Wyoming requesting the provincial government provide sustainable grant funding for fire services. Council passed a supporting resolution.

Council reviewed resolutions from the Township of Puslinch and the Western Ontario Wardens' Caucus requesting that the province and the Ministry of Health introduce Finlay's Law to ensure that no child in Ontario is left without timely emergency medical care in hospitals. Council passed a supporting resolution.

Council reviewed a resolution from the Township of Baldwin requesting that the Province of Ontario conduct a review of the OPP Municipal Policing Billing Model and the policing funding structure for unorganized territories and implement a fair funding model and contribute appropriately. Council passed a supporting resolution.

Council reviewed a request from the National Wall of Remembrance Association to purchase an ad to support their regional Wall of Remembrance Review publication. Council did not support the purchase of an ad in the annual publication.

Council reviewed a resolution from Prince Edward County requesting the Province of Ontario redistribute a portion of the Land Transfer Tax to municipalities to help address public health funding gaps and rising municipal contributions to public health units. Council passed a supporting resolution.

Council reviewed a resolution from the Town of Northeastern Manitoulin and the Islands requesting the Province of Ontario provide immediate and sustained funding to improve hospital finances and capacity. Council passed a supporting resolution.

Council reviewed resolutions from the Township of Ryerson and the Village of Sundridge supporting the petition brought forward by Austin Toth to retain the Cancer Clinic/Oncology Clinic at the Huntsville Memorial Hospital site.

Council reviewed the April 2026 Monthly Jobs Report and the May 2026 Labour Focus from the Labour Market Group.

Council reviewed a news release from the North Bay Parry Sound District Health Unit advising residents and visitors to the Nipissing and Parry Sound Districts to expect to see new signage at public beaches this summer to help them make an informed decision before entering the water. After an internal assessment, the Health Unit has shifted away from monthly beach water sampling of E. coli bacteria to communicating risk and protection factors on signage at public beaches.

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

**MINUTES**

June 9, 2026

**UNFINISHED BUSINESS:**

Council reviewed a statement from Almaguin Data, proposed AI Compute Facility at the Hwy 520 Industrial Park providing notice that the project will not be moving forward.

Council reviewed a resolution from the Township of McMurrich/Monteith supporting the Township of Armour's resolution #2026-158 regarding increased rest stops along the Hwy 11 and Hwy 17 corridor.

**NEW BUSINESS:**

Council reviewed a resolution from the Township of McMurrich/Monteith supporting the termination of the Chief Building Official shared service agreement with the Township of Armour effective June 26, 2026. Council passed a resolution acknowledging the cancellation of the agreement.

Council reviewed a resolution from the Township of Ryerson approving the rescheduling of the October TRI Council meeting from October 26, 2026 to October 5, 2026 due to the conflict with Municipal Election Voting Day. Council passed a resolution approving the rescheduling date.

Council reviewed a resolution from the Township of Ryerson supporting the draft shared services agreement for the Arena and Landfill. Council passed a resolution supporting the draft agreements as presented and directed staff to include the draft agreements on the agenda for the June 22, 2026 TRI Council meeting.

Council reviewed a staff report from the Chief Administrative Officer (CAO) regarding proposed revisions to the Recreation Coordinator job description. Discussion followed on the broader structure and staffing of the Recreation Department. Council noted that a comprehensive review of employee compensation across the organization is overdue. Subsequently, Council tabled the resolution to approve the proposed job description revisions pending further consideration.

Council reviewed a staff report from the Clerk regarding Ontario Bill 97 amendments to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and proposed development of a Township Privacy Management Program Policy for information purposes. Additional information will be brought forward to a future meeting.

**RESOLUTIONS:**

Resolution #2026-164 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour approve the minutes of the regular Council meeting held on May 26, 2026, as circulated. Carried

Resolution #2026-165 - Moved by Dorothy Haggart-Davis, seconded by Wendy Whitwell; That the Council of the Township of Armour hereby acknowledges receipt of the minutes of the Emergency Management Program Committee meeting held on April 8, 2026;

And That the CEMC be directed to implement the recommendations as outlined in the minutes:

1. Discuss the 2026 Exercise with Field Officer, testing the Virtual Operations Centre;
2. Schedule Red Cross training for Arena and Community Centre Staff;
3. Complete and review the McMurrich/Monteith Reception Centre Plan; and
4. Schedule a follow up meeting for EMPC. Carried

Resolution #2026-166 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Council of the Township of Armour approve the June 2026 accounts, in the amount of \$1,006,030.37 for payment, and the Mayor and the Treasurer are hereby authorized to sign cheques for same. Carried

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

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June 9, 2026

RESOLUTIONS: cont'd.

Resolution #2026-167 - Moved by Dorothy Haggart-Davis, seconded by Rod Blakelock; That the Council of the Township of Armour have read and approve By-law #31-2026 being a by-law to confirm the proceedings of Council at its May 2026 meetings and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-168 - Moved by Dorothy Haggart-Davis, seconded by Rod Blakelock; That the Council of the Township of Armour have read and approve By-law #32-2026 being a by-law to authorize the execution of a Site Plan Agreement between 1000613806 Ontario Inc. and the Township of Armour with respect to Lot 16, Registered Plan 199, known municipally as 390 Kent Road, and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-169 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour supports the Town of Plympton-Wyoming and calls upon the Province of Ontario to replace competitive provincial fire service grant programs with a permanent, stable, predictable, and equitable non-competitive funding model that provides annual support for the operational readiness and training costs of volunteer, composite, and full-time fire departments, with funding levels reviewed and adjusted to better align with the provincial support provided to other regulated emergency services, including policing and paramedic services. Carried

Resolution #2026-170 - Moved by Dorothy Haggart-Davis, seconded by Rod Blakelock; That the Council of the Township of Armour supports the Township of Puslinch and the Western Ontario Wardens Caucus and calls on the Provincial Ministry of Health and the Federal Ministry of Health to take immediate action to reduce emergency room wait times by enhancing triage protocols, increasing funding for emergency readiness, introducing Finlay's Law to establish maximum pediatric ER wait times, safe staffing ratios, independent oversight and investigations into pediatric ER deaths, improved pediatric emergency staffing, training and infrastructure, and enforcing compliance with national health standards, including the Canadian Triage and Acuity Scale (CTAS) and new sepsis care standards under the Canada Health Act. Carried

Resolution #2026-171 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour supports the Township of Baldwin and calls upon the Province of Ontario to review the Ontario Provincial Police Municipal Policing Billing Model and the policing funding structure for unorganized territories to establish a fair and equitable funding model that ensures all communities receiving OPP services contribute appropriately to policing costs, while consulting with municipalities, particularly those in Northern Ontario, regarding the financial impacts and inequities of the current system. Carried

Resolution #2026-172 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour approve a business card sized advertisement in their annual regional WOR Review at a cost of \$349 + HST to support the National Wall of Remembrance Association. **Defeated**

Resolution #2026-173 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour supports the County of Prince Edward requesting that the Province of Ontario redistribute a portion of the Land Transfer Tax to municipalities to help address public health funding gaps and rising municipal contributions to public health units, and further commit to minimum annual public health funding increases tied to Ontario's Consumer Price Index (currently 2.4%) when announcing the new Ontario Public Health Standards. Carried

Resolution #2026-174 - Moved by Rod Blakelock, seconded by Wendy Whitwell; That the Council of the Township of Armour supports the Town of Northeastern Manitoulin and the Islands and requests that the Province of Ontario provide immediate and

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

MINUTES

June 9, 2026

RESOLUTIONS: cont'd.

sustained funding to improve hospital finances and capacity, which as per the recommendations in the CCPA study, would require an immediate injection of \$3.2 billion supported by annual increases of 6% per year thereafter. Carried

Resolution #2026-175 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour acknowledges Township of McMurrich/Monteith Resolution No. 2026-124 and agrees to the mutual termination of the Shared Service Agreement for Chief Building Official Services between the Township of Armour and the Township of McMurrich/Monteith, with an effective termination date of June 26, 2026, and authorizes staff to complete all necessary administrative actions related thereto. Carried

Resolution #2026-176 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour approve the TRI Sub Committee recommendation to change the regular October TRI Council meeting from October 26, 2026 to be October 5, 2026 due to the conflict with Municipal Election Voting Day. Carried

Resolution #2026-177 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour supports, in principle, the draft shared services agreements for the Armour, Ryerson and Burk's Falls Memorial Arena and the TRI R Landfill and Recycling Centre; and that staff be directed to include the draft agreements on the agenda for the TRI Council meeting scheduled for June 22, 2026, for final review and consideration by the partner municipalities. Carried

Resolution #2026-178 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Staff Report from the CAO dated June 9, 2026 regarding revisions to the Recreation Coordinator position description be received and that the Council of the Township of Armour approve the revisions to the Recreation Coordinator position description and directs staff to forward the position description to the Employment Committee for evaluation. **Tabled**

Resolution #2026-179 - Moved by Dorothy Haggart-Davis, seconded by Wendy Whitwell; That the Council of the Township of Armour adjourns this regular council meeting at 8:58 p.m. until the next regular council meeting scheduled for June 23, 2026 or at the call of the Mayor or the Clerk. Carried

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Rod Ward, Mayor

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Charlene Watt, Municipal Clerk

**LIST OF PROPOSED RESOLUTIONS FOR JUNE 23, 2026**

**ITEM # ON AGENDA**

(1)

That the Council of the Township of Armour approve the minutes of the regular Council meeting held on June 9, 2026, as circulated.

**ITEM # ON AGENDA**

(4)

That the Council of the Township of Armour have read and approve By-law #33-2026 being a by-law to authorize the execution of a shared services agreement for Arena Services between the Township of Armour, the Village of Burk's Falls, and the Township of Ryerson and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto.

**ITEM # ON AGENDA**

(5)

That the Council of the Township of Armour have read and approve By-law #34-2026 being a by-law to authorize the execution of a shared services agreement for Waste Management Services between the Township of Armour, the Village of Burk's Falls, and the Township of Ryerson and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto.

**ITEM # ON AGENDA**

(6)

That the Council of the Township of Armour have read and approve By-law #35-2026 being a by-law to prohibit and regulate the obstruction, encumbrance, injury, or fouling of highways and bridges within the Township of Armour, and further authorizes the Mayor and Clerk to execute the by-law and affix the Corporate Seal thereto.

**ITEM # ON AGENDA**

(7)

That the Council of the Township of Armour have read and approve By-law #36-2026 being a by-law to establish a Committee of Adjustment and repeal By-law #14-2026 and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto.

**ITEM # ON AGENDA**

(8)

That the Council of the Township of Armour have read and approve By-law #37-2026 being a by-law to appoint RSM Building Consultants as the Chief Building Official and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto.

**ITEM # ON AGENDA**

(11)

WHEREAS The TRI Communal Landfill has historically facilitated the collection of used tires as part of their waste diversion and environmental stewardship programs;

AND WHEREAS the Province of Ontario transitioned tire recycling oversight to a Producer Responsibility framework under the Resource Recovery and Circular Economy Act, 2016, shifting operational responsibility to tire producers;

AND WHEREAS significant disruptions, inconsistencies, and service gaps have been reported within the Ontario tire recycling system which pose potential environmental, operational, financial, and safety risks to the Municipality, including stockpiling concerns and associated fire hazards;

AND WHEREAS municipalities are not mandated under provincial legislation to provide tire collection services and should not be required to compensate for shortcomings in the producer-led system;

AND WHEREAS continued participation in the current system without reliable collection service places undue liability and resource strain on municipal operations;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Council of the Township of Armour directs the Waste Management Administrator to immediately suspend the acceptance and collection of tires at the TRI Communal Landfill as of July 1, 2026, until such time as the Ontario tire recycling system demonstrates reliable and consistent service levels.
2. Municipal staff be directed to post clear public notices advising residents of the suspension.
3. Council directs staff to monitor the situation and report back with recommendations once conditions improve or further provincial guidance is received.

**ITEM # ON AGENDA**

(12)

That the Council of the Township of Armour supports the Town of Halton Hills and requests that the Province of Ontario undertake a review and modernization of Ontario's invasive plant regulatory framework to protect taxpayers, municipal lands, agriculture, natural heritage and local gardens.

**ITEM # ON AGENDA**

(13)

That the Council of the Township of Armour supports the Village of South River's rideshare proposal under the Ontario Transit Investment Fund, Case #2025-03-1-3126316310 and respectfully requests that the Honourable Minister of Transportation render a timely and favourable decision to enable this practical and much-needed local transportation service to proceed for the benefit of residents and visitors within the region.

**ITEM # ON AGENDA**

(19)

That the Staff Report from the CAO dated June 9, 2026 regarding revisions to the Recreation Coordinator position description be received and that the Council of the Township of Armour approve the revisions to the Recreation Coordinator position description and directs staff to forward the position description to the Employment Committee for evaluation.

**ITEM # ON AGENDA**

(21)

That the Staff Report from the Treasurer dated June 23, 2026 regarding the Reserve and Reserve Fund By-law Modernization and Hospital Reserve Governance Clarification be received and that the Council of the Township of Armour directs staff to prepare a new consolidated By-law that will rescind the current Reserve and Reserve Fund By-law and all six amending By-laws and confirm that no changes will be made to the internal management of the Hospital Reserve funds.

**ITEM # ON AGENDA**

(22)

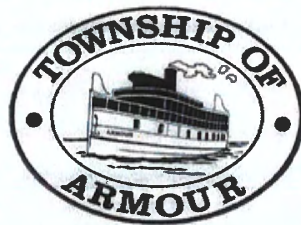
That the Staff Report from the Treasurer dated June 23, 2026 be received and that the Council of the Township of Armour approve the establishment of a Solar Panel System Replacement Reserve for the purpose of funding future replacement, rehabilitation, and/or decommissioning costs associated with the solar panel system located at the Township Garage;

And That Council approve the transfer of \$32,095.24, representing accumulated solar generation revenues earned between 2016 and 2025 and currently held within the Working Fund Reserve, to the newly established Solar Panel System Replacement Reserve;

And That all future net revenues generated by the Township Garage solar panel system be allocated annually to the newly established Reserve.

**ITEM # ON AGENDA**

That the Council of the Township of Armour adjourns this regular council meeting at \_\_\_\_\_ p.m. until the next regular council meeting scheduled for July 14, 2026 or at the call of the Mayor or the Clerk.



## STAFF REPORT

**Date:** June 16, 2026  
**To:** Council  
**From:** Danika McCann – Recreation Coordinator  
**Subject:** June Update

### Recent Activities

#### **ParticipACTION Community Challenge**

The Township of Armour is actively participating in the ParticipACTION Community Challenge throughout the month of June. Residents have been encouraged to track and report their physical activity to help position Armour as one of Canada's most active communities.

#### **Ball Hockey Program**

The Ball Hockey season is currently underway at the Katrine Community Centre. Due to weather conditions, the opening night was postponed and has been rescheduled to June 30 (added to the end of the original 6 week session), which will also serve as the program's year-end celebration. Participation has remained strong, and we continue to be grateful for the volunteer support of our coaches.

#### **Youth Soccer Program**

The Soccer Program is now underway and continues to provide children with opportunities to develop teamwork, sportsmanship, physical literacy, and confidence in a fun and supportive environment. The program has seen excellent engagement from participants and families, with staff and volunteers helping to create a positive recreational experience for all involved.

#### **Facility Rentals**

Staff recently launched a new online rental portal through the Amilia registration platform. The new system allows residents and community groups to view availability and submit rental requests online, making the booking process more convenient and efficient.

The portal has streamlined facility rentals for both users and staff while improving access to Township facilities.

## **Upcoming Activities**

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### **Summer Day Camp 2026**

Preparation for Summer Day Camp is well underway.

Highlights include:

- Staff hiring completed.
- Staff training and onboarding preparations underway.
- Weekly themed programming finalized.
- Numerous off-site excursions and guest presenters confirmed.
- Registration continues to remain strong.

Planned activities include:

- Doe Lake Beach Days
- Emergency Services Visits
- MNR Bear Wise Program
- Bowling and Hiking Excursions
- Screaming Heads Visit
- Horse Ranch Excursion

### **Adult Beach Volleyball**

Registration is currently open for Adult Beach Volleyball at Doe Lake Beach.

Program Details:

- Tuesdays
- July 7 – August 11
- 6:00 PM
- \$5 Drop-In or \$20 for the full season

### **Katrine Family Baseball Tournament**

Preparations continue for the annual Katrine Family Baseball Tournament scheduled for July 3–5, 2026.

Current Status:

- Tournament registration is full.
- Planning is underway for scheduling, volunteers, sponsorship recognition, and event logistics.
- The Glow-in-the-Dark Community Dance will take place on Saturday, July 4 and remains open to the public.
- Looking for umpers.

## **Workshops**

Staff continue to offer a variety of recreational and educational opportunities for residents of all ages. Current and upcoming programming includes STEM activities, wellness workshops, nutrition education, and creative learning opportunities.

Planned workshops currently include:

- Harvest Your Health – Autumn Charcuterie Workshop
- Understanding Prediabetes: Nutrition & Lifestyle Strategies for Managing Blood Sugar
- Build Your Brand: Personal Branding Through Video Content Workshop

## **Marketing & Community Engagement**

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Staff continue to utilize a variety of marketing and communication methods to promote Township programs, events, and community initiatives. In addition to maintaining an active presence on social media, we have expanded our radio advertising efforts by utilizing a broader range of local radio stations to reach a wider audience throughout the region.

We have also continued to make use of local community bulletin boards throughout Armour Township and neighbouring communities. These bulletin boards have proven to be a valuable and effective promotional tool, particularly for seasonal programming and youth registrations. Combined with our social media and radio advertising efforts, this multi-platform approach has significantly increased community awareness and has been a major contributing factor to the strong registration numbers seen across many of our programs this year.

## **Looking Ahead**

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Staff will continue focusing on:

- Successful delivery of Summer Day Camp programming.
- Execution of the Katrine Family Baseball Tournament.
- Continued participation in the ParticipACTION Community Challenge.
- Expansion of workshop offerings.
- Fall and Winter program development.
- Continued partnership building with local organizations, businesses, and community members.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW #33-2026

Being a By-law to Authorize the Execution of a Shared Services Agreement for Arena Services Between the Township of Armour, the Village of Burk's Falls, and the Township of Ryerson

WHEREAS Section 20 and Section 202 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provide that municipalities may enter into agreements with one another to jointly provide services and carry out municipal activities;

AND WHEREAS the Township of Armour, the Village of Burk's Falls, and the Township of Ryerson have jointly operated arena services for the benefit of their residents and wish to continue to do so;

AND WHEREAS the parties have negotiated a Shared Services Agreement setting out their respective rights, responsibilities, financial obligations, governance structure, and operational requirements relating to the continued provision of Arena Services;

AND WHEREAS Council deems it desirable and in the public interest to authorize the execution of the Shared Services Agreement attached hereto as Schedule "A" and forming part of this By-law;

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

1. That the Township of Armour enter into the Shared Services Agreement for Arena Services with the Village of Burk's Falls and the Township of Ryerson.
2. The Shared Services Agreement attached hereto as **Schedule "A"** and forming part of this By-law is hereby approved.
3. The Mayor and the Clerk are hereby authorized and directed to execute the Shared Services Agreement attached as Schedule "A" on behalf of The Municipal Corporation of the Township of Armour.
4. The Chief Administrative Officer, Treasurer, and such other municipal officials as may be required are authorized to administer the Agreement and carry out the Township's obligations thereunder.
5. This By-law shall come into force and take effect on the date of its passing.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 23<sup>rd</sup> day of June, 2026.

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

\_\_\_\_\_  
Charlene Watt, Municipal Clerk

**SCHEDULE A TO BY-LAW #33-2026**

**JOINT ARENA SERVICES AGREEMENT**

This Agreement made effective this \_\_\_\_\_ day of June, 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 engage the dispute resolution provisions of this Agreement.
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 are 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 advice relating to the Arena Service.
16. The Committee shall endeavour to meet quarterly, at a schedule to be determined amongst its members.
17. The Committee shall not direct any of the Administrative Services provided by Burk's Falls or provide direction to employees of the Arena Service.

## V. BUDGETS AND FINANCIAL REPORTING

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

Municipality shall provide a written explanation of the unbudgeted Expenditure, including its impact on the Administration and delivery of the Service, and shall provide an estimate of the cost of the unbudgeted Expenditure to each of the other Municipalities, through the respective Clerks, for consideration by each, to consider such item at its next regularly scheduled meeting of Council.

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

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

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

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

## **VII. INDEMNIFICATION AND INSURANCE**

- 28. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties, their respective officials, employees, agents, and contractors (the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including reasonable legal fees and costs) arising out of or related to:
  - (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;

- (b) Any breach by the Indemnifying Party of any provision of this Agreement;
  - (c) The operation and funding of 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. The 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 notice 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 June, 2026.

**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

**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.

**1.6. Acknowledgement of Forfeiture Consequences**

Each Municipality acknowledges and agrees that the provisions of this Schedule "B" may result in a Withdrawing Municipality forfeiting any entitlement to compensation, reimbursement, equitable interest, proceeds, Capital Items, assets, or other financial interest relating to the Arena Service, except as expressly provided herein.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW #34-2026

Being a By-law to Authorize the Execution of a Shared Services Agreement for Waste Management Services Between the Township of Armour, the Village of Burk’s Falls, and the Township of Ryerson

WHEREAS Section 20 and Section 202 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provide that municipalities may enter into agreements with one another to jointly provide services and carry out municipal activities;

AND WHEREAS the Township of Armour, the Village of Burk’s Falls, and the Township of Ryerson have jointly operated waste management services for the benefit of their residents and wish to continue to do so;

AND WHEREAS the parties have negotiated a Shared Services Agreement setting out their respective rights, responsibilities, financial obligations, governance structure, and operational requirements relating to the continued provision of Waste Management Services;

AND WHEREAS Council deems it desirable and in the public interest to authorize the execution of the Shared Services Agreement attached hereto as Schedule “A” and forming part of this By-law;

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

1. That the Township of Armour enter into the Shared Services Agreement for Waste Management Services with the Village of Burk’s Falls and the Township of Ryerson.
2. The Shared Services Agreement attached hereto as **Schedule “A”** and forming part of this By-law is hereby approved.
3. The Mayor and the Clerk are hereby authorized and directed to execute the Shared Services Agreement attached as Schedule “A” on behalf of The Municipal Corporation of the Township of Armour.
4. The Chief Administrative Officer, Treasurer, and such other municipal officials as may be required are authorized to administer the Agreement and carry out the Township’s obligations thereunder.
5. This By-law shall come into force and take effect on the date of its passing.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 23<sup>rd</sup> day of June, 2026.

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

\_\_\_\_\_  
Charlene Watt, Municipal Clerk

**SCHEDULE A TO BY-LAW #34-2026**

**JOINT WASTE MANAGEMENT SERVICES AGREEMENT**

This Agreement made effective this \_\_\_\_\_ day of June, 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 engage the dispute resolution provisions of this Agreement.
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 are 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 advice 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 the most recently approved budget until all Municipalities agree to the proposed budget.
21. From the time the annual budget for the Service is approved by each Council, the Administering Municipality shall provide, every three (3) months thereafter, in writing, a budget to actual report to the other Municipalities, through the Clerk of each Municipality.
22. Once the budget is approved by each Municipality, the following will apply:
  - (a) Any change(s) to the approved budget which would increase the net total of the approved budget shall require the approval of each of the Municipalities in order to be implemented. The Municipality requesting such change shall notify the Clerks of the other Municipalities with an explanation of the requested change and shall request that a Tri-Council meeting be held within fifteen (15) Calendar Days of such request.

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

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

25. The Net Cost of the Services shall be shared annually as follows:
- (a) Each Municipality shall pay fifteen percent (15%) of the net costs; and
  - (b) The balance of net costs shall be shared based on the number of garbage bags the residents for each Municipality have deposited into the landfill in the prior calendar year.
26. Each year, at the February budget meeting, the Waste Management Administrator shall provide the final total number of garbage bags each Municipality's residents have deposited into the landfill in the prior calendar year, and these figures shall be used to allocate the remainder of the net costs between each Municipality.
27. Each Municipality, at its discretion, may elect to provide an allocation of subsidized garbage bags to each household in its Municipality per calendar year. The Administering Municipality shall invoice the other Municipalities monthly for the cost of any subsidized garbage bags brought to the landfill in the previous month, and such invoices are due within thirty (30) Calendar Days of issuance.

28. The Administering Municipality shall invoice the other Municipalities quarterly (March 1<sup>st</sup>, June 1<sup>st</sup>, September 1<sup>st</sup> and December 1<sup>st</sup>) for their share of the net costs of the Service and such invoices are due within thirty (30) Calendar Days of issuance.
29. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

## VII. INDEMNIFICATION AND INSURANCE

30. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Parties, their respective officials, employees, agents, and contractors (the "Indemnified Parties") from and against any and all claims, demands, suits, losses, liabilities, damages, and expenses (including reasonable legal fees and costs) arising out of or related to:
  - (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;
  - (b) Any breach by the Indemnifying Party of any provision of this Agreement;
  - (c) The operation and funding of 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. The 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 notice 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**

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](mailto: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](mailto: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 June, 2026.

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

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

Mayor

Mayor

Clerk

Clerk

**THE CORPORATION OF THE TOWNSHIP OF  
RYERSON**

Mayor

Clerk

**SCHEDULE A  
REAL PROPERTY OWNERSHIP**

**TRI-R Communal Landfill**

- Municipally known as 141 Chetwynd 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
- Unregistered equitable ownership terminates immediately upon the termination or dissolution of this Agreement.

## 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

- 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 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.

#### **1.7. Acknowledgement of Forfeiture Consequences**

Each Municipality acknowledges and agrees that the provisions of this Schedule "B" may result in a Withdrawing Municipality forfeiting any entitlement to compensation, reimbursement, equitable interest, proceeds, Capital Items, assets, or other financial interest relating to the Waste Management Services, except as expressly provided herein.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW # 35-2026

Being a By-Law For Prohibiting or Regulating the Obstructing, Encumbering, Injuring or Fouling of Highways or Bridges

WHEREAS The Municipal Act, R.S.O., 2001 Section 10 (1) Authorizes Broad authority, to single-tier municipalities so that they may provide any service or thing that the Municipality considers necessary or desirable for the public.

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

AND WHEREAS The Municipal Act, 2001, S.O. c.25, Section 391(1) authorizes the Council of a Municipality to impose fees and charges for services provided;

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

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

NOW THEREFORE BE IT RESOLVED THAT The Municipal Corporation of the Township of Armour hereby enacts as follows:

SHORT TITLE: This By-law may be cited as the "Roads Fouling By-Law".

1. DEFINITIONS:

"Administrative Penalty" means a monetary penalty administered pursuant to Municipal By-law, as amended from time to time.

"Bridge" means a public bridge and includes a bridge forming part of a highway or on, over or across which a highway passes.

"By-law Enforcement Officer" includes any person so designated by Council to administer and enforce this By-Law.

"Contractor" means any person, company, corporation, partnership, or entity performing work on behalf of an owner or occupant.

"Council" shall mean the Council of the Municipal Corporation of the Township of Armour.

"Chief Building Official" includes any person so designated by Council and having the authority to issue building permits.

"Driveway Improvement" means any construction, reconstruction, repair, maintenance, resurfacing, gravelling, grading, widening, alteration, or improvement of a driveway, entranceway, private road, access lane, or other means of vehicular access from private property to a municipal highway.

"Highway" means a common and public highway within or forming a boundary of the Municipality and includes a street; a bridge forming part of a highway or on, over, or across which a highway passes; undeveloped or unused road allowances; and, except insofar as they have been stopped up according to law, all allowances for roads made by the Crown surveyor, all

highways laid out or established under the authority of any statute, all roads on which public money has been spent for opening them or on which labour has been usually performed, all roads passing through Indigenous lands, all roads dedicated by the owner of the land to public use, all alterations and deviations of any such roads or highways, and all bridges over any such allowances for roads.

**“Municipality”** shall mean The Municipal Corporation of the Township of Armour.

**“Occupant”** means any person(s) over the age of eighteen (18) who is a tenant or lessee, or otherwise in lawful possession of a parcel of real property capable of being legally described in a deed or transfer who shall constitute the occupant or occupants of that real property.

**“Owner”** means any of the following: A person who is shown as one of the registered owners of real property in the records of the Land Registry or Land Titles Office or a person who is shown as the assessed owner of real property on a current assessment roll for the Municipality or a person who, for the time being, is managing or receiving rent of the land or premises, whether on his own account or as an agent or trustee for any other person.

**“Roads Supervisor”** means the person appointed by the Municipality to oversee the maintenance, repair, and construction of municipal roads and related infrastructure, and includes any person acting under their authority.

**“Sewage”** includes drainage, storm water, residential, commercial, and industrial waste.

**“Stop Up”** means that highway land ceases to be a highway, and the public rights of way are extinguished when an applicant completes the road closing process through the proper authority (Council).

## **2. DAMAGES**

- 2.1 A owner and/or occupant of land or anyone acting on behalf of an owner and/or occupant of land shall not permit the crossing of curbing's, sidewalks or travelled portion of the highway, street or road by vehicles delivering materials to or removing materials from abutting land on which a dwelling and/or building may or may not be erected.
- 2.2 The Chief Building Official or Roads Supervisor upon issuing a building permit or entrance permit may require the applicant to pay a deposit to the Municipality.
- 2.3 This money held on deposit shall be used to meet the cost of repairing any damage to the sidewalk, curbing, or travelled portion of the highway, street or road, or to any underground services or other service therein caused by the crossing thereof by such vehicles.
- 2.4 The owner and/or occupant of the land shall take all necessary steps to prevent building material, waste, soil, or any other thing from being spilled or tracked onto a highway by vehicles going to or coming from the land.
- 2.5 In addition to any penalty otherwise provided by law, the owner and/or occupant shall be responsible to the Municipality for the cost of removing such building material, waste, soil, or any other thing. Such cost may be deducted from the deposit if applicable.
- 2.6 If the cost of the repair exceeds the deposit the owner and/or the occupant shall be liable to pay excess cost to the Municipality on demand and the Municipality will pursue any other collection mechanisms available to the Municipality pursuant to the Regulations or at law which may include deeming the outstanding amount to be unpaid taxes and

adding this outstanding amount to the tax roll and collecting it in the same manner as Municipal Taxes.

- 2.7 No owner, occupant, contractor, or person acting on behalf of an owner or occupant shall undertake or permit any Driveway Improvement that causes damage to a municipal highway, including but not limited to the travelled portion of the roadway, shoulder, asphalt edge, gravel surface, boulevard, ditch, culvert, bridge, curb, sidewalk, road base, or any municipal infrastructure located within the highway allowance.
- 2.8 The owner and occupant of the benefitting property shall be jointly and severally liable for any damage to a municipal highway resulting from a Driveway Improvement undertaken by the owner, occupant, contractor, supplier, delivery vehicle, subcontractor, agent, or any other person acting on their behalf.
- 2.9 Where the Roads Supervisor determines that damage to a municipal highway has occurred as a result of a Driveway Improvement, the Municipality may repair the damage or cause the damage to be repaired and recover all costs incurred from the owner and/or occupant of the benefitting property.
- 2.10 A By-law Enforcement Officer may, at any reasonable time, enter upon land or a Municipal Highway for the purpose of inspection and may:
- a) determine whether damage to a Municipal Highway has occurred;
  - b) determine whether such damage resulted from a Driveway Improvement;
  - c) identify the responsible property; and
  - d) issue written notices or Orders requiring compliance with this By-law.
- 2.11 Recoverable costs shall include all labour, equipment, materials, engineering, consulting, administrative, legal, and contractor costs incurred by the Municipality in inspecting, repairing, restoring, or replacing damaged municipal infrastructure.
- 2.12 Any costs incurred by the Municipality pursuant to this section that remain unpaid after thirty (30) days from the date of invoice may be recovered by any lawful means available to the Municipality, including collection proceedings and, where authorized by statute, recovery in the same manner as municipal taxes.
- 2.13 Where the Roads Supervisor and/or By-law Enforcement Officer determines that damage to a Municipal Highway has occurred as a result of a Driveway Improvement, they may:
- a) document the damage,
  - b) identify the responsible property, and
  - c) calculate estimated or actual repair costs.
- 2.13 A By-law Enforcement Officer may issue a Penalty Notice under the Township's AMPS By-law where satisfied that a person has contravened this By-law.

### **3. ENCROACHMENT**

- 3.1 Subject to any written agreement with the Municipality to the contrary the owner or occupant of land shall remove any doorsteps, porches or other erections or things projecting into or over any highway or bridge.
- 3.2 In addition to any penalty otherwise provided by law, the owner and/or occupant shall be responsible to the Municipality for the cost

of removing any doorsteps, porches or other erections or things projecting into or over any highway or bridge.

#### **4. OBSTRUCTION**

- 4.1 No person shall build or maintain a fence on any highway or place or deposit firewood or any other thing calculated to obstruct it or to obstruct or interfere with public travel on it, on any highway or bridge.
- 4.2 Any person who has built, maintained, placed, or deposited any such thing calculated to obstruct any highway or bridge or interfere with public travel on it, on any highway or bridge, shall be required to remove such thing.
- 4.3 No person shall stop up a public highway without doing so according to law and shall be guilty of an offence.
- 4.4 In addition to any penalty otherwise provided by law, the person who has placed any thing on a highway calculated to obstruct it or to obstruct or interfere with public travel on it, on any highway or bridge, shall be responsible to the Municipality for the cost of removing such things.

#### **5. WASTE AND DEBRIS**

- 5.1 No person shall throw, place, or deposit any dirt, filth, glass, paper or other rubbish or the carcass of any animal, on any highway or bridge.
- 5.2 No person shall dump or dispose of residential wastes, commercial wastes, industrial wastes, or any other waste on a public highway and shall be guilty of an offence.

#### **6. CULVERTS / DITCHES**

- 6.1 No person shall obstruct any culvert or ditch upon a highway.
- 6.2 No person shall dump or dispose of sewage, other than natural surface drainage or surface storm water, in a culvert or ditch upon a highway and shall be guilty of an offence.
- 6.3 No person shall dump residential wastes, commercial wastes or industrial wastes in a culvert or ditch upon a highway and shall be guilty of an offence.
- 6.4 In addition to any penalty otherwise provided by law, the person who has dumped commercial wastes and industrial wastes on a highway, or in the culverts or ditches upon a highway shall be responsible to the Municipality for the cost of removing such commercial and industrial wastes.

#### **7. PENALTIES**

- 7.1 This By-law is a designated By-law under the Township's AMPS By-Law (Administrative Monetary Penalty System) as established under Municipal By-law.
- 7.2 And further, in addition to any other remedy and to any other penalty, the person convicted may also be prohibited from continuing or repeating the offence in accordance with the provisions of section 442 of the Municipal Act.
- 7.3 An Officer who is satisfied that a person has contravened any provision of this By-law, which includes without limitation any requirement or condition of a licence, permit, order or direction, may issue a Penalty

Notice to the person for each contravention in the amount set out in Column 3 of Schedule A for the applicable contravention.

- 7.4 Each person who has been issued a Penalty Notice shall, be liable to pay the administrative penalty set out in the Penalty Notice to the Township within 15 days of the date of issuance after the completion of service.
- 7.5 Where a Penalty Notice has been canceled under the Township's AMPS By-law it shall not be considered a Penalty Notice for the purposes of subsection 8.3 of this By-law.
- 7.6 Other than as set out in subsection 8.2 of this By-law, the issuing of a Penalty Notice does not limit the Township's ability to initiate any other proceeding or seek any other remedy the Township deems appropriate to prevent the continuation or repetition of the contravention.
- 7.7 The By-law title "Roads Fouling By-law" and penalties shall be added to the list of Designated By-laws, Schedule "A" to the current Administrative Monetary Penalty System By-law.
- 7.8 The penalty amounts for contraventions of this By-law are set out in Schedule "A" of this by-law, which shall form Schedule "W" to the current Administrative Monetary Penalty System By-law.
- 7.9 Schedule "A" of this By-law shall be incorporated into the current Administrative Monetary Penalty By-law as Schedule "W", and any necessary formatting or numbering changes may be made for consistency.

## **8. ENFORCEMENT**

- 8.1 That this By-law shall come into force and effect on the date of passing.
- 8.2 Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police to enforce this By-law at any time.
- 8.3 The enforcement of the By-law is assigned to any By-law Enforcement Officer for the Municipality.

## **9. SEVERABILITY**

- 9.1 All sections of this By-law shall be deemed to be separate and independent and the invalidity of any section or provision thereof shall not affect the remaining sections.
- 9.2 The Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 23<sup>rd</sup> day of June, 2026.

---

Rod Ward, Mayor

---

Charlene Watt, Municipal Clerk

**SCHEDULE "A"**

**TO BY-LAW #35-2026**

**Roads Fouling By-law**

**Administrative Monetary Penalty**

<b>Item</b>	<b>COLUMN 1 Short Word Form Wording</b>	<b>COLUMN 2 Provision Creating/Defining Offence</b>	<b>COLUMN 3 Administrative Monetary Penalty</b>
1	Crossing curbing, sidewalk, or paved boulevards	2.1	\$300
2	Spill or track building material, waste, or soil	2.4	\$300
3	Failure to remove any doorsteps, porches or other erections or things	3.1	\$300
4	Build/maintain fence – Obstruct or interfere with public travel	4.1	\$300
5	Failure to remove obstruction	4.2	\$300
6	Stop up public highway	4.3	\$300
7	Throw, place, deposit rubbish or animal carcass	5.1	\$300
8	Dump/dispose of waste on highway	5.2	\$300
9	Obstruct culvert or ditch	6.1	\$300
10	Dump sewage in culvert or ditch	6.2	\$300
11	Dump waste in culvert or ditch	6.3	\$300
12	Cause or permit damage to a municipal highway during a Driveway Improvement	2.7	\$1,000
13	Fail to repair damage to a municipal highway resulting from a Driveway Improvement	2.9	\$1,000

**Note: Schedule "A" of this by-law shall be incorporated into the current Administrative Monetary Penalty By-law as Schedule "W", and any necessary formatting or numbering changes may be made for consistency.**

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

**By-Law #36-2026**

**Being a by-law to establish a Committee of Adjustment  
and repeal By-law #14-2026**

**WHEREAS** Section 44(1) of the Planning Act, R.S.O. 1990, Chapter P.13, as amended, may by by-law constitute and appoint a Committee of Adjustment.

**AND WHEREAS** the powers of a Committee of Adjustment are set out in Section 45 of the Planning Act, R.S.O. 1990, Chapter P. 13, as amended;

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

1. The following persons are hereby appointed and shall hereafter constitute the Committee of Adjustment of the Township of Armour:
  1. Rod Ward
  2. Rod Blakelock
  3. Jerry Brandt
  4. Wendy Whitwell
  5. Dorothy Haggart-Davis
  6. David Creasor
2. The members of the committee who are not members of municipal council shall hold office for the term of the council that appoint them and the members of the committee who are members of municipal council shall be appointed annually.
3. This By-law repeals By-law #14-2026.
4. The Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
5. This By-law shall come into force and take effect as of the date of passing.

Read in its entirety, approved,  
signed and the seal of the  
Corporation affixed thereto and  
finally passed in open Council  
this 23<sup>rd</sup> day of June, 2026.

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

\_\_\_\_\_  
Charlene Watt, Municipal Clerk

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

**BY-LAW #37-2026**

**Being a By-law to appoint the Chief Building Official and Inspectors under the Building Code Act, 1992, S.O. 1992, c.23, as amended, for the purposes of enforcement of the said Act.**

**WHEREAS** subsection 3(1) of the Building Code Act, 1992, S.O. 1992, c.23, as amended, (the 'Act'), provides that the Council of each municipality is responsible for the enforcement of the Act in the municipality;

**AND WHEREAS** subsection 3(2) of the Act provides that the Council of each municipality shall appoint a Chief Building Official and Inspectors for the purposes of the enforcement of the Act in the areas where the municipality has jurisdiction;

**AND WHEREAS** pursuant to section 77 of the Legislation Act, 2006, the Council is empowered to appoint a Deputy Chief Building Official for the purpose of the enforcement of the Building Code Act, 1992, as amended;

**AND WHEREAS** it is deemed expedient to appoint the officials mentioned as aforesaid;

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

- 1. RSM Building Consultants is hereby appointed Chief Building Official for the purpose of the enforcement of the Building Code Act, 1992, as amended, and the regulations thereunder, in the Township of Armour.

For the purposes of enforcement of the Building Code Act, 1992, as amended, in addition to any other remedies available under the Act or the Building Code, the Chief Building Official is hereby authorized to execute, on behalf of The Municipal Corporation of the Township of Armour, limiting distance agreements as provided for in the Building Code.

- 2. The power of appointment of inspectors, including the revocation of appointment, under section 3(2) of the Building Code Act, 1992, as amended, for the purposes of enforcement of the Building Code Act, 1992, as amended, and any regulations thereunder is hereby delegated from the Municipal Council to the Chief Building Official for the Township of Armour, subject to the following conditions:
  - a. The Chief Building Official must maintain a current list, which shall be provided to the Clerk, of all inspectors appointed under section 3 of the Building Code Act, 1992, as amended, for the purpose of enforcement of the Building Code Act, 1992, as amended, in the Township of Armour; and,
  - b. Prior to their appointment, each candidate for appointment as inspector must hold the necessary legislated qualifications for the position to which they are to be appointed.

- 3. That this By-law repeals By-law #11-2026.

- 4. That this By-law shall come into force and effect on the date of passing.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 23<sup>rd</sup> day of June, 2026.

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

\_\_\_\_\_  
Charlene Watt, Municipal Clerk



P.O. Box 463, Burk's Falls, Ontario P0A 1C0  
Phone: 705-571-3308  
Email: [info@burksfallsdistricthistoricalsociety.com](mailto:info@burksfallsdistricthistoricalsociety.com)  
[www.burksfallsdistricthistoricalsociety.com](http://www.burksfallsdistricthistoricalsociety.com)  
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Watt Century Farm House  
827 Chetwynd Road  
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, June 15, 2026**

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

Guest: Lily Kyte

The Members present constituted a quorum.

**Call to Order:**

The meeting was called to order at 6:57 p.m.  
Diane Brandt in the Chair.

**Welcome:**

Diane welcomed Members.

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

Acceptance of minutes and adoption of the May 18, 2026 Meeting Minutes as circulated:  
**Moved by Krista Trulsen, Seconded by Barry Burton. Carried**

**Guest:**

Diane Brandt introduced Lily Kyte, the Heritage Co-ordinator Summer Student, who was the successful candidate selected for the summer position. Ms. Kyte brings enthusiasm and a strong interest in heritage programming and preservation, and will be supporting a variety of initiatives and projects throughout the summer term. Members extended a warm welcome to Lily and expressed their appreciation for her joining the team.



P.O. Box 463, Burk's Falls, Ontario P0A 1C0  
Phone: 705-571-3308  
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### **Amendment of Appointment of Vice-President to Include Deputy-Treasurer Title:**

Jarv Osborne was appointed as the Vice-President during the March, 2026 Annual General Meeting and Jenny Hall was appointed as Treasurer. The Members discussed the current operational needs of the organization and acknowledged that the Treasurer is temporarily unable to carry out the responsibilities of the position at this time. To ensure continuity in financial oversight and administrative functions, Jarv was appointed to serve as Vice-President/Deputy Treasurer. In this role, Jarv will assist with and, where necessary, undertake duties related to the Treasurer's responsibilities until further notice. The appointment was made to support the ongoing effectiveness of business and maintain the organization's regular operations.

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

Treasurer's / Financial Report was presented by Jarv Osborne. The main bank account balance on June 1, 2026 was \$7,249.22. During the month, expenses have totalled \$127.12 for fixed telephone and internet costs, while revenue totalled \$1,000 consisting of a donation from the Royal Canadian Legion Branch 405. The current account balance is \$8,122.05. **Motion to accept the Treasurer's report and pay the monthly invoices: Moved by Nancy Kyte, Seconded by Peter Hall. Carried**

### **Appointment of Vice-President with Deputy Treasurer Responsibilities:**

Members discussed revising the appointment of Jarv Osborne as Vice-President to include Deputy Treasurer responsibilities, effective immediately. This appointment is intended to ensure continuity in the organization's financial oversight and administrative functions while Jenny Hall, Treasurer, is temporarily unable to perform her duties. Mr. Osborne will assume the necessary Treasurer-related responsibilities on an interim basis and work to support the ongoing financial operations of the organization until Ms. Hall is able to resume her role. The Board expressed its appreciation to Mr. Osborne for his willingness to undertake these additional responsibilities. **Motion to appoint Jarv Osborne as Vice-President with Deputy Treasurer Responsibilities: Moved by Barry Burton, Seconded by Nancy Kyte. Carried**

Diane Brandt discussed a receipt that was submitted by Jenny Hall for printer toner in the amount of \$122.56. The toner was purchased for use in carrying out Treasurer-related duties. **Motion to reimburse Jenny Hall for toner expenses: Moved by Krista Trulsen, Seconded by Barry Burton. Carried**

### **Correspondence:**

Members were advised that the digital edition of the Ontario Historical Society's Spring 2026 Newsletter had been received and distributed to the membership for their information and review.



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## **Committee Reports:**

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

It is planned to open the facility in early July and to be open on Fridays and Saturdays from 10:00 a.m. to 4:00 p.m. A volunteer sign-up calendar was circulated to coordinate assistance with operating hours throughout the summer season. Once volunteers are secured, Lily will update the heritage centre's operating dates on the website.

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

Members were advised that the Heritage Centre is prepared to open for the season. Lily has completed the setup of two display cases and has obtained access to the website and Facebook account, enabling regular updates and promotion of Heritage Centre activities and exhibits.

### **Membership Committee:**

Peter Hall advised members that there are 12 paid individual memberships and 2 family membership for the year to date. There has been no change since last month.

### **Facilities and Function Committee:**

Barry Burton advised Members that, following the approval of the Township of Armour's budget, he will be meeting with the Chief Administrative Officer to discuss the installation of a furnace in the red building. He further noted that the accessible washroom will require the addition of a change table. Barry also emphasized the need to develop a long-term plan to address the future demolition of the barn and chicken coop and the construction of a parking area on the Watt Farm House site.

### **Fundraising Committee:**

Nancy Kyte reported to Members. The proposed community cookbook was identified as the preferred option, offering both long-term fundraising potential and an opportunity to engage community members. Lily will develop a recipe submission form and begin promoting the initiative. Once submissions have been collected, Members will undertake the organization of recipes and development of additional content as a winter project. Charlene will forward the fundraising report to Lily for her review and reference.

## **General Business:**

***Registered Charitable Organization:*** Members discussed the Historical Society's status as a registered charitable organization and its ability to issue official donation receipts for eligible



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contributions. Lily will update the website to provide information regarding charitable donations and the issuance of donation receipts.

*Sandwich Board Signs:* Leo Petipas informed Members that the local Art Club no longer requires its sandwich board signs and offered them to the Historical Society. Following discussion, Members declined on the offer and suggested that the signs be offered to the Legion. Members expressed their appreciation to the Art Club for its generosity.

*Consent to Act as a First Director Forms:* Charlene Watt advised Members that completed Consent to Act as a First Director forms are required to meet provincial filing requirements. The forms for Jenny Hall and Peter Hall were requested and will be submitted upon completion to ensure compliance with the necessary regulatory obligations. Members acknowledged the requirement and the importance of timely submission.

**New Business:**

Barry Burton presented an 1800s lace bedspread on behalf of his wife as a donation to the Historical Society. Members expressed their sincere appreciation for the contribution and acknowledged the historical and cultural value of the artifact. The bedspread was recognized as a meaningful addition to the Society's collection, helping to preserve and showcase local heritage for future generations.

Diane Brandt, Jarv Osborne, and Nieves Guijarro advised Members that a utility cart has been obtained for Fell Homes and included a commemorative plaque recognizing the organization's longstanding support in providing meeting space for the Historical Society's monthly meetings. Members were informed that the Fell Homes Tenant Association will be hosting a barbecue on June 16, 2026, at 5:00 p.m. Representatives of the Historical Society will attend the event to formally present the gift and express the Society's appreciation to the residents of Fell Homes for their continued support and partnership.

**Adjournment:**

The next meeting will be held on Monday, July 20, 2026 at the Armour Township Council Chambers. There being no further business, Nieves Guijarro moved to adjourn the meeting at 8:08 p.m.

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Recorded by  
Charlene Watt, Deputy-Treasurer/Secretary

---

Approved by  
Diane Brandt, President

# BURK'S FALLS, ARMOUR & RYERSON UNION PUBLIC LIBRARY

JUNE 17th, 2026

## 1. Call to order (5)

We want to begin by recognizing 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.

## 2. Approval of the Meeting Agenda (M)

## 3. Declaration of any conflicts of interest

## 4. Approval of consent agenda (M)

- a) Minutes – MAY 2026
- b) Financial Statement – MAY 2026
- c) CEO Report – MAY 2026

## 5. Business arising from the minutes (30 min)

- Outreach Library Services – Manor & Fell Homes – schedule meeting with Nancy and Joe
- Councillor Blakelock – request to Katrine Community Centre – update

## 6. Committee Reports (15 min)

FINANCE/BUDGET (Ruth, Patty, Joe)  
NO REPORT

PERSONNEL (Bob, Bev, Patty, Nancy)  
NO REPORT

BUILDING/FUNDRAISING (Joe, Ruth, Bev, Rod, Tiffany, Nancy) AMP BBQ \$437.00  
 \$3000.00  
 650.00

- Plant Sale – Friends of the Library
- Bake Sale – Collaboration between committee members and Friends of the Library
- Cmte next meeting date August 19 6pm

POLICY/PLANNING (Ruth, Bev, Vicky, Bob)

- VOLT Valuing Ontario Libraries Toolkit – invitation to schedule a meeting to begin report
- Strategic Planning – schedule a meeting to review document
- Succession Planning for Boards – OLS resources

## 7. Correspondence and Information Items (15 min)

- Downtown Celebration - Invitation
- FOPL Update 2026 Caucus meeting
- Village Strategic Plan Survey
- Thank you – Tax Year Season 191 RETURNS \$1355. GRANT AVAILABLE
- OLS Newsletter May
- Inside OLBA Spring Edition

## 8. New Business (15 min)

- Branding poster – Patty Butler
- Library update with Microsoft 365

## 9. Adjournment (M)

# Burk's Falls, Armour & Ryerson Union Public Library

## CEO Report MAY 2026

**Circulation:** (627) items (1978) ephemeral

**Website hits:** (196)

**Interlibrary loans – received:** (79) (96) searches  
**Interlibrary loans – shipped:** (43) (49) requests

**Wireless Internet:** (35)

**Libby (eBooks/Audio Books):** (562)

**Public Computers:** (105)

### Internet Usage by Township

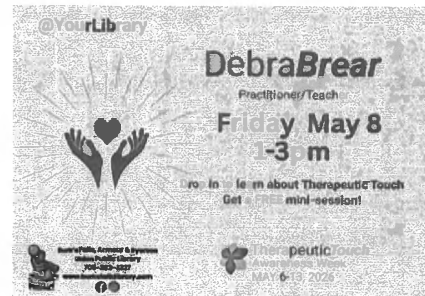
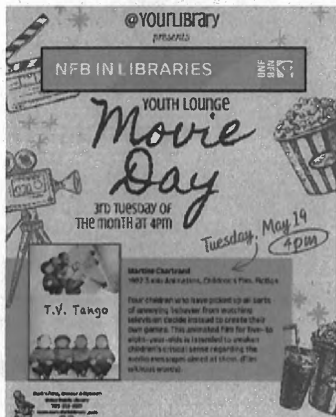
A (22) BF (100) R (9) M/M (4) N/R (5)

### Inter-Library Loan Usage by Township

A (12) BF (38) R (3) M/M (2) N/R (2)

<b><u>Membership:</u></b>	Burk's Falls	(578) card holders	(228) items borrowed
	Armour	(536)	(142)
	Ryerson	(309)	(87)
	McMurrich/Monteith	(99)	(13)

## Library Programs & Events





## STAFF REPORT

**DATE:** June 22, 2026  
**TO:** Mayor & Council  
**FROM:** Amy Tilley, Waste Management Administrator  
**SUBJECT:** Waste Management Committee Meeting

---

### **RECOMMENDATION:**

That Council receive this report as information, with regard to the progress of the Waste Management Committee.

### **BACKGROUND:**

As we entered into a three-year contract with Circular Materials, we continued to face site limitations and health and safety concerns. Various options for site alterations were presented to the Council of the Township of Armour; however, it became evident that an agreement would not be reached. As a result, it was determined that a more traditional approach to the review process should be initiated.

A request for volunteers to serve on a Waste Management Review Committee was subsequently sent to the partner municipalities, and a committee was formed. The Committee held its first meeting on June 16, 2026, during which members actively reviewed the issues, assets, and existing infrastructure in order to establish a plan of approach.

### **COMMITTEE FOCUS:**

The Committee's immediate focus is on reviewing the site layout and establishing a plan to reduce bottlenecks in the Blue Box drop-off area. Certain infrastructure has been identified as underutilized, with removal scheduled to open up space adjacent to the Quonset Hut. This is expected to improve traffic flow and alleviate congestion currently caused by even a small number of vehicles.

Work has been scheduled to decommission outdoor recycling compactors. Once this work is complete, site staff will access the terrain for operating mobile equipment to move front end bins on site.

### **BUDGET AND CAPITAL PROJECTIONS**

While on site, Committee members also reviewed the condition of existing infrastructure to help identify potential capital projects for future planning. The next Committee meeting will focus on implementing the first site improvement, after which attention will



## STAFF REPORT

shift to prioritizing capital projects. Several ideas have already been discussed, with general agreement among members. The Waste Management Administrator will compile the group's input and discussions for review at the next meeting.

The 2026 Waste Management Budget includes \$9,000 allocated for capital expenditures related to site layout improvements. The cost to decommission identified underutilized assets is expected to be minimal, with additional expenses anticipated for site grading and leveling.

Overall, the formation of the Waste Management Review Committee has provided a structured and collaborative approach to addressing longstanding site challenges. With a clear focus on improving site layout, reducing congestion, and identifying future capital priorities, the Committee has already made meaningful progress. Initial improvements will be supported within the existing 2026 budget, with minimal costs anticipated for decommissioning underutilized infrastructure and completing necessary site grading. As the Committee continues its work, the next steps will include implementing the first site improvements, reviewing the outcomes, and establishing a prioritized list of capital projects for future budgeting and planning. Ongoing evaluation and active participation from Committee members will be essential to ensuring that both immediate operational needs and long-term infrastructure goals are effectively addressed.

### **USED TIRE RECYCLING**

While on site, the Committee reviewed and discussed the ongoing issues associated with the Tire Recycling Program. As the marketplace is controlled by Tire Producers, the municipality effectively acts as an intermediary and is unable to pursue alternative end markets. Companies that manufacture recycled products require crumb rubber, which refers to end-of-life vehicle tires that have been processed into small, granular particles with all steel and fiber components removed.

Exploring additional areas on the site to continue collecting tires will only serve to perpetuate the existing challenges and is not considered a sustainable solution. As such, the Committee recommends focusing on existing inventory management and advocating for improved producer responsibility rather than expanding tire collection operations.

The Committee further recommends that administration formally engage with the relevant provincial authorities to advocate for increased processing capacity, improved market access, and a more sustainable long-term solution for tire diversion.

Amy Tilley, Waste Management Administrator



1 Halton Hills Drive, Halton Hills, L7G 5G2  
905-873-2600 | 1-877-712-2205  
haltonhills.ca

June 5, 2026

Honourable Doug Ford, Premier of Ontario  
Via Email

**Re: Modernizing Ontario's Invasive Plants Rules to Protect Taxpayers, Municipal Lands, Agriculture, Natural Heritage and Local Gardens**

Please be advised that Council of the Town of Halton Hills at its meeting of Monday June 1, 2026, adopted Resolution No. 2026-0107 regarding Modernizing Ontario's Invasive Plants Rules to Protect Taxpayers, Municipal Lands, Agriculture, Natural Heritage and Local Gardens.

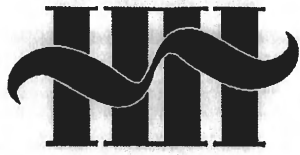
Attached for your information is a copy of Resolution No. 2026-0107.

Respectfully,

Melissa Lawr, AMP, Dipl.M.A.  
Deputy Clerk – Legislation

- cc. Ontario Minister of Natural Resources
- Ontario Minister of Agriculture, Food and Agribusiness
- Ontario Minister of Municipal Affairs and Housing
- Ontario Minister of the Environment, Conservation and Parks
- Federal Minister of Environment and Climate Change
- Federal Minister of Agriculture and Agri-Food
- Halton area MPs and MPPs
- Region of Halton
- HRFA
- OFA
- Conservation Halton
- Credit Valley Conservation
- Grand River Conservation Authority
- AMO
- ROMA
- FCM
- Ontario Invasive Plant Council
- Landscape Ontario
- Canadian Nursery Landscape Association
- All Ontario municipalities

**RESOLUTION**



TOWN OF  
**HALTON HILLS**

THE CORPORATION  
OF  
THE TOWN OF HALTON HILLS

**Resolution No.:** 2026-0107

**Title:** Modernizing Ontario's Invasive Plants Rules to Protect Taxpayers, Municipal Lands, Agriculture, Natural Heritage and Local Gardens

**Date:** June 1, 2026

**Moved by:** Councillor J. Brass

**Seconded by:** Councillor C. Garneau

**Item No. 12.3**

WHEREAS invasive plants, shrubs, vines, groundcovers, ornamental species, seeds and nursery stock can cause significant damage to municipal infrastructure, roadsides, stormwater systems, parks, trails, natural heritage areas, agricultural lands, woodlots, shorelines, private property and local biodiversity;

AND WHEREAS Ontario municipalities and conservation authorities are estimated to spend approximately \$50.8 million annually managing invasive species, and the average annual cost per Ontario municipality has been estimated at \$218,148, with approximately 80% of expenditures directed toward control and management rather than prevention; (Invasive Species Centre)

AND WHEREAS these costs are ultimately borne by local taxpayers, conservation authorities, property owners, farmers, volunteers and community groups who are often left to manage invasive species after they have already been introduced, sold, planted, escaped cultivation and spread;

AND WHEREAS the Province of Ontario, through the Invasive Species Act, 2015, which allows species to be listed as prohibited or restricted, and which can make it illegal to import, possess, transport, propagate, buy, sell, lease or trade listed invasive species; (Invasive Species Centre)

AND WHEREAS the concern is not with plants that are already clearly prohibited or restricted, but with invasive species and seeds and nursery stock that may

continue to be sold or distributed before modernized provincial rules, public guidance and retail practices have fully caught up with current science and local experience;

AND WHEREAS garden centres, nurseries, landscape suppliers, seed distributors, online retailers, landscapers and residents all have an important role to play in preventing the spread of invasive plants before they become a costly municipal and environmental problem;

AND WHEREAS the Ontario Invasive Plant Council's Grow Me Instead program promotes native and non-invasive alternatives for healthy, diverse and wildlife-friendly gardens, and its updated Southern Ontario guide includes additional invasive plants and alternatives to help residents, gardeners and landscapers make better choices; (Ontario Invasive Plant Council)

AND WHEREAS recent local reporting in Halton Hills has highlighted the importance of choosing native alternatives to invasive garden plants, including through Grow Native Halton and the Ontario Invasive Plant Council's Grow Me Instead resources;

AND WHEREAS the continued sale and distribution of invasive ornamental plants undermine the work of municipalities, conservation authorities, environmental organizations, horticultural societies, local volunteers and residents who are investing time and taxpayer dollars to remove and manage these same species;

AND WHEREAS prevention at the point of sale is more cost-effective, more practical and more respectful of taxpayers than asking municipalities and property owners to pay for removal after invasive species have spread across property lines and municipal boundaries;

AND WHEREAS invasive plants do not recognize municipal boundaries, and effective prevention requires coordinated action by the Province of Ontario, the Government of Canada, municipalities, conservation authorities, Indigenous communities, agricultural organizations, the nursery and landscape sector, retailers, landowners and residents;

NOW THEREFORE BE IT RESOLVED THAT Council for the Town of Halton Hills respectfully request that the Province of Ontario, in consultation with municipalities, AMO, ROMA, conservation authorities, the Ontario Invasive Plant Council, Indigenous communities, agricultural organizations, environmental organizations, horticultural societies, the nursery and landscape sector, garden centres and other relevant stakeholders, undertake a review and modernization of Ontario's invasive plant regulatory framework;

AND FURTHER THAT this review include consideration of expanding and regularly updating the list of prohibited and restricted invasive plant species, including invasive plants, shrubs, vines, groundcovers, ornamental species,

seeds and nursery stock that pose a risk to Ontario's natural heritage, agriculture, municipal infrastructure, parks, trails, roadsides, stormwater systems and private property;

AND FURTHER THAT the Province of Ontario be requested to prohibit the sale, distribution, propagation and trade of listed invasive plant species through garden centres, nurseries, landscaping suppliers, online retailers, seed distributors and other commercial pathways;

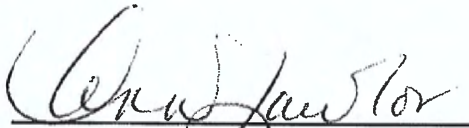
AND FURTHER THAT the Province of Ontario be requested to develop clear labelling, public education and retailer guidance requirements so that residents, gardeners, landscapers and retailers can easily identify invasive species and choose native or non-invasive alternatives;

AND FURTHER THAT the Province of Ontario be requested to work with the nursery, garden centre and landscape sectors on a practical transition plan that supports compliance, protects small businesses, promotes native and non-invasive alternatives, and prevents invasive plants from continuing to enter communities through ordinary consumer purchases;

AND FURTHER THAT the Government of Canada be requested to review and strengthen, where appropriate, federal import, border, labelling and online sales rules related to invasive plants, seeds and nursery stock entering Canada, so that provincial prevention efforts are not undermined by interprovincial or international trade;

AND FURTHER THAT the Province of Ontario and Government of Canada be requested to support municipalities, conservation authorities and community partners with stronger prevention tools, updated science-based lists, public education materials and funding programs that prioritize prevention over costly long-term control and removal;

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario, the Ontario Minister of Natural Resources, the Ontario Minister of Agriculture, Food and Agribusiness, the Ontario Minister of Municipal Affairs and Housing, the Ontario Minister of the Environment, Conservation and Parks, the federal Minister of Environment and Climate Change, the federal Minister of Agriculture and Agri-Food, Halton-area MPs and MPPs, the Region of Halton, HRFA, OFA, Conservation Halton, Credit Valley Conservation, Grand River Conservation Authority, AMO, ROMA, FCM, the Ontario Invasive Plant Council, Landscape Ontario, the Canadian Nursery Landscape Association, and all Ontario municipalities for their consideration and support.

  
\_\_\_\_\_  
Mayor Ann Lawlor



**The Village of South River**  
63 Marie Street, P.O. Box 310, South River, Ontario, P0A 1X0  
Ph: (705) 386-2573 Fax: (705) 386-0702 e-mail: clerk@southernriver.ca

May 28, 2026

The Honourable Prabmeet Singh Sarkaria  
Minister of Transportation  
Government of Ontario  
7700 Hurontario Street, Unit 402  
Brampton, ON L6Y 4M3

Dear Minister Sarkaria,

On behalf of the Council of the Village of South River, I am writing to respectfully request a decision on the Village’s proposal under the Ontario Transit Investment Fund, case # 2025-03-1-3126316310 . The Village has not received a meaningful update since September 2025, despite the fact that the concerns raised by ministry staff were addressed at that time and the project has remained ready to proceed.

South River is seeking a 50 percent contribution of \$71,000 over five years to match the municipality’s modest investment in a rural ride share program designed to become self-supporting after the initial funding period. This proposal is well aligned with the Ontario Transit Investment Fund’s stated purpose of supporting municipalities with time-limited funding for start-up and expansion projects that close service gaps, including on-demand shared rides and first-mile/last-mile connections.

This project is especially time-sensitive because one of its core purposes is to provide first-mile and last-mile transportation for passengers using the Ontario Northlander when service resumes in the near term. A rural municipality such as South River has a narrow window to put practical local connections in place, and without timely approval that opportunity may be lost.

The Village has also partnered with an Ontario technology startup to deliver the app-based platform for the service. This makes the proposal not only innovative and scalable, but also a valuable made-in-Ontario pilot that could demonstrate how small and rural communities can build practical transit connections where conventional models do not operate effectively.

South River believes this is a rare opportunity for the Province to support a realistic pilot project in rural Ontario. The market has repeatedly shown that large private ride-hailing platforms such as Uber and Lyft do not naturally extend service into small rural communities where low density and trip volumes do not fit their business model. For that reason, a flexible locally led model is the practical path forward if the Province wishes to see the Northlander corridor succeed beyond its larger centres.

The Province has made clear that OTIF exists to help smaller and underserved communities create safe, reliable, and sustainable transit options through local partnerships. South River's proposal does exactly that. It is modest in cost, it leverages private-sector innovation, it fills a clear transportation gap, and it can create a replicable model for other rural communities across Ontario.

With the Northlander expected to begin operating very soon, the time to act is now. Council respectfully asks that your ministry provide a decision on South River's application without further delay.

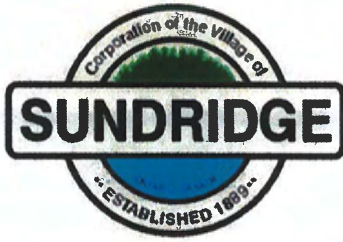
Thank you for your consideration of this request. South River would welcome the opportunity to discuss the proposal directly with your office at your earliest convenience.

Sincerely,

A handwritten signature in blue ink that reads "Jim Coleman". The signature is written in a cursive style with a large initial "J" and "C".

Mayor Jim Coleman  
Village of South River

cc Hon. Graydon Smith  
MTO – Strategic Investments Office



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

---

Telephone (705) 384-5316

Fax (705) 384-7874

Email: [clerk@sundridge.ca](mailto:clerk@sundridge.ca)

Village of Sundridge Council Resolution  
June 10, 2026  
Agenda Item (9.3)

Village of South River - Ontario Transit Investment Fund - Rideshare  
Proposal

**Resolution #2026-145**

**Moved By: Luke Preston**

**Seconded By: Fraser Williamson**

**WHEREAS** rural areas often have very limited to no options for transportation services like a taxi, public transportation (bus, streetcar, subway), or rideshare options,

**AND WHEREAS** transportation is essential for access to healthcare, life essentials, materials and supplies, social amenities, and tourism,

**AND WHEREAS** municipalities in the Almaguin area formed a Community Transportation Committee in the fall of 2023 out of an identified need to develop and implement solutions that increased transportation services options within participating Almaguin communities.

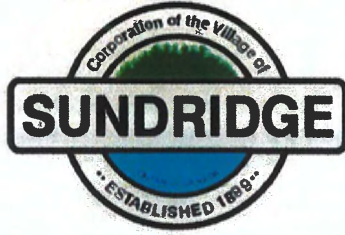
**AND WHEREAS** this committee has identified constraints in implementing solutions due to fiscal constraints and a large geographical area,

**AND WHEREAS** the Northlander has been re-established as a viable means of transportation, connecting the north to larger cities as well as small communities along the route,

**AND WHEREAS** there is a confirmed passenger stop for the train in The Village of South River,

**AND WHEREAS** the Village of South River applied to the Ontario Transit Investment Fund in March of 2025 with their proposal for a rural ride share program that would provide a flexible, locally led model not only for passengers of the Northlander but to residents and visitors of South River.

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



P.O. Box 129, 110 Main Street, Sundridge, Ontario, P0A 1Z0

---

Telephone (705) 384-5316

Fax (705) 384-7874

Email: clerk@sundridge.ca

**AND WHEREAS** the village's proposal demonstrates that it is ready to provide first-mile and last-mile transit connections, and meets or exceeds the OTIF program requirements,

**THEREFORE, BE IT RESOLVED THAT**, The Council for the Corporation of The Village of Sundridge supports the Village of South River's rideshare proposal and respectfully requests that the Honourable Minister of Transportation makes a timely and favorable decision to allow this practical local transportation connection to move forward.

**AND FURTHER THAT** this resolution of support be forwarded to the Honourable Prabmeet Singh Sarkaria, Minister of Transportation, M.P.P. Graydon Smith, M.P. Scott Aitchison, and municipalities in the Almaguin area.

<b>Recorded Vote</b>	<b>For</b>	<b>Against</b>	<b>Abstain</b>
<b>Preston, Luke</b>	Y		
<b>Smith, Sharon</b>	Y		
<b>Whitmell, Vicki</b>	Y		
<b>Williamson, Fraser</b>	Y		
<b>Jackson, Shawn</b>	Y		
<b>CARRIED.</b>			



# NEWS RELEASE

For immediate release: Tuesday, June 9, 2026

## Look, but Don't Touch: Health Unit Brings Awareness to Animal Bite Prevention

NORTH BAY, ON –

People can get rabies when they are bitten or scratched by an animal with the virus, or if the animal's infected saliva enters an already existing open cut or wound. One can also get rabies if the infected saliva makes contact with the person's eyes, nose, or mouth.

### Steps to Prevent Animal Bites and Rabies:

- You may not be able to tell if an animal has rabies by just looking at it. It is best to avoid direct contact with wild animals. Do not feed them, touch them or handle them.
- Store all garbage containers with secure lids, so you do not attract wildlife.
- Vaccinate pets each year and keep them leashed to prevent disease spread
- Help educate your children about the risks of touching wild animals
- Report unusual animal behavior to the Health Unit at 705-474-1400 or wildlife authorities. Unusual behaviour can include:
  - nocturnal animals (e.g. bats, raccoons) out in the daytime.
  - lost fear of humans
  - heavy drooling
  - abnormal barking in dogs
  - back legs not moving or other signs of paralysis
  - difficulty eating or drinking
  - aggressiveness, or attacks on objects or people

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[myhealthunit.ca](http://myhealthunit.ca)

📍 345 Oak Street West, North Bay, ON P1B 2T2	📍 90 Bowes Street, Suite 201, Parry Sound, ON P2A 2L7
☎ 1-800-563-2808 705-474-1400	☎ 1-800-563-2808 705-746-5801
📠 705-474-8252	📠 705-746-2711



### If bitten or scratched:

- Wash the wound with soap and water immediately. Try to remove as much of the animal's saliva as possible.
- Avoid splashing wash water into your eyes, nose, or mouth.
- Contact your doctor, visit the Emergency Department of your local hospital, or go to a walk-in clinic.
- Report the bite to Health Unit [online](#) or by calling 705-474-1400.

– 30 –

### Media Inquiries

Kylie Wurdell, Public Relations Specialist

P: 705-474-1400, ext.5221 or 1-800-563-2808

E: [communications@healthunit.ca](mailto:communications@healthunit.ca)

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☎ 1-800-563-2808  
705-474-1400

📠 705-474-8252

📍 90 Bowes Street, Suite 201,  
Parry Sound, ON P2A 2L7

☎ 1-800-563-2808  
705-746-5801

📠 705-746-2711

**Ministry of Natural Resources**

Development and Hazard Policy  
Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

**Ministère des Richesses Naturelles**

Direction general de l'elaboration et des  
politiques sur les risqué  
Division de l'elaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7



June 15, 2026

RE: Updates to certain operational policies under the *Aggregates Resource Act*

Greetings,

Further to a letter from the ministry dated August 8<sup>th</sup>, 2025, I am writing to inform you that a decision notice has been posted regarding the updates to certain operational policies under the *Aggregate Resources Act* (ERO # [025-0216](#)).

These policies were updated as part of the ministry's initiative to modernize operational policies that support the effective delivery of Ontario's *Aggregate Resources Act* program. The updates are intended to clarify requirements and improve program efficiency.

Policies related to the following have been updated:

- Cultural Heritage Report
- Matters to be Considered in the Issuance of a Licence
- Water Report
- Maximum Predicted Water Table Report (New Policy)

These updates better align policy guidance with the requirements of the Aggregate Resources of Ontario Standards. Details of the decision and revised policies are available through the Environmental Registry of Ontario (ERO #[025-0216](#)) and will be posted soon on the aggregates policies and procedures page.

In addition, the ministry has rescinded 28 policies that were outdated or no longer needed. Rescinding these policies is expected to provide greater certainty and clarity to industry and the public about current program requirements and processes.

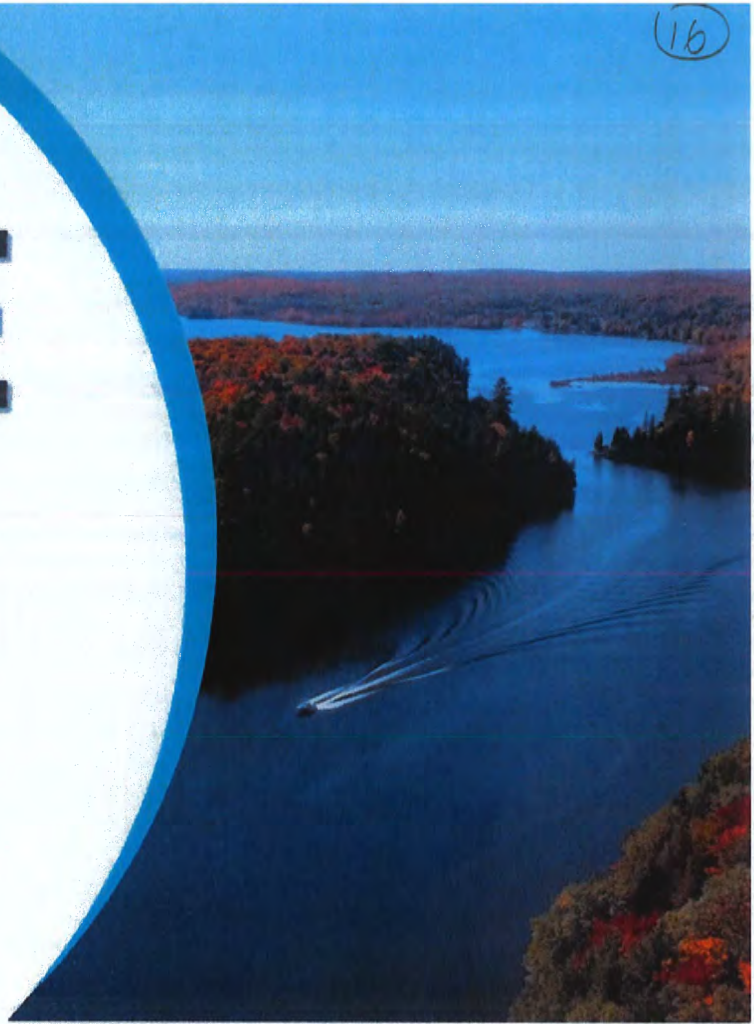
If you have any questions regarding these changes, please contact us by email at [aggregates@ontario.ca](mailto:aggregates@ontario.ca).

Sincerely,

John Dungavell,  
Director, Development and Hazard Policy Branch

# HELP SHAPE THE FUTURE OF ALMAGUIN

As ACED develops the new Regional Economic Development Strategic Plan, we're inviting residents, businesses, and community members to help shape what comes next.



JUNE 29<sup>TH</sup>, 5:30PM



KATRINE COMMUNITY CENTRE



FREE SNACKS!



RSVP TO  
[DIRECTOR@EXPLOREALMAGUIN.CA](mailto:DIRECTOR@EXPLOREALMAGUIN.CA)



What's working well in our region?



What needs attention?



What opportunities should we explore?

*BIG IDEAS. LOCAL VOICES. REAL IMPACT.*

NEWS RELEASE

## Ontario Investing \$2 Million to Help Stop the Spread of Invasive Species

Investment will support 112 community projects across the province to help protect natural spaces from harmful invasive species

June 15, 2026

[Natural Resources](#)

---

**LAKE SIMCOE** — The Ontario government is investing \$2 million to help municipalities, Indigenous communities, conservation authorities and local organizations stop the spread of harmful invasive species. As part of the government's plan to protect Ontario's economy and biodiversity, this investment will support 112 projects, create over 160 good-paying local jobs and engage more than 3,000 volunteers to manage and prevent invasives species across the province.

"From early invasive species detection to on-the-ground management, this investment is helping communities across the province protect the natural spaces we all rely on and enjoy," said Dawn Gallagher Murphy, Parliamentary Assistant to the Minister of Natural Resources. "Our government is proud to support projects like these that bring people together to safeguard Ontario's biodiversity for generations to come."

Today's announcement is part of the province's [\\$16 million investment](#) over three years to fight against the spread of invasive species. Since 2024, these funds have supported 213 invasive species management projects, created 254 jobs and engaged 6,749 volunteers. These projects support a wide range of invasive species management activities, such as the water soldier response on Lake Simcoe and controlling invasive plants including common buckthorn and knotweed found in surrounding areas.

"The best way to protect Ontario from invasive species is by preventing them from spreading," said Mike Harris, Minister of Natural Resources. "That's why our government continues to invest and give communities the tools they need to keep our waterways and forests safe for families across Ontario to enjoy."

Invasive species are a leading cause of biodiversity loss in Ontario, with an estimated economic impact of \$3.6 billion each year across key sectors such as agriculture, fisheries, forestry, healthcare, tourism and outdoor recreation. Administered by the Invasive Species Centre, the [Invasive Species Action Fund](#) helps stop the spread of invasive species through a coordinated, provincewide approach to prevent, detect and respond to invasive species.

The government is taking action to protect Ontario's natural environment, outdoor spaces and recreational opportunities for future generations to enjoy, while supporting good-paying jobs and building resilient communities across Ontario.

---

#### Quick Facts

- The [Invasive Species Act](#) currently lists 42 species, four groups, one family and two carriers as invasive. The Act provides legislative tools to prohibit and restrict certain invasive species, as well as highlighting carriers that facilitate the movement of invasive species.
  - Ontario has the highest number of invasive species in Canada. Once established, invasive species can harm the natural environment and are extremely difficult and costly to control or remove.
- 

#### Quotes

"Lake Simcoe is one of the jewels of our region, and protecting it means taking action against invasive species before they cause lasting damage to our ecosystem, local economy and recreational opportunities. This investment will support important work right here in our communities, helping to preserve our lakes, and natural spaces for future generations while creating local jobs and engaging volunteers in conservation efforts. I'm proud that our government is making targeted investments that protect the environment and strengthen Ontario's communities."

- Andrea Khanjin  
MPP for Barrie—Innisfil



THE CORPORATION OF THE TOWNSHIP OF MCGARRY  
P.O. BOX 99  
VIRGINIATOWN, ON. P0K 1X0  
705-634-2145, Fax 705-634-2700

MOVED BY COUNCILLOR:  
\_\_\_\_ Louanne Caza  
\_\_\_\_ Elaine Fic  
\_\_\_\_ Annie Keft  
\_\_\_\_ Mayor Culhane

SECONDED BY COUNCILLOR:  
\_\_\_\_ Louanne Caza  
\_\_\_\_ Elaine Fic  
\_\_\_\_ Annie Keft  
\_\_\_\_ Mayor Culhane

RESOLUTION # 139/2026  
DATE: June 9, 2026

**WHEREAS** Highways 11 and 17 are critical transportation corridors connecting Northern Ontario communities and supporting national trade, tourism, emergency response, and economic development; and

**WHEREAS** Northern Ontario residents, travelers, commercial drivers, and emergency services rely on safe and accessible year-round highway infrastructure; and

**WHEREAS** many stretches of Highways 11 and 17 lack sufficient rest areas, washrooms facilities, truck parking, warming centres, fuel access, and safe pull-offs locations, particularly in remote areas of Northern Ontario; and

**WHEREAS** inadequate rest stop infrastructure contributes to driver fatigue, safety concerns, limited accessibilities, and challenges for Tourism and commercial transportation;

**NOW THEREFORE BE IT RESOLVED THAT** Council of the Township of McGarry calls upon the Government of Ontario and the Government of Canada to prioritize the development of new and upgraded highway rest stops and traveler infrastructure along Highways 11 and 17 across Northern Ontario;

**BE IT FURTHER RESOLVED THAT** such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information, and improved emergency communication services where feasible; and

**BE IT FURTHER RESOLVED THAT** the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities, and industry stakeholders to identify priority locations for investment; and

**BE IT FURTHER RESOLVED THAT** this resolution be circulated to FONOM, NOMA, AMO, local MPPs and MPs, the Premier of Ontario, and Ontario municipalities.

Recorded vote requested by \_\_\_\_\_

I declare this motion

	For	Against
<input checked="" type="checkbox"/> Councillor Louanne Caza		
<input type="checkbox"/> Councillor Elaine Fic		
<input type="checkbox"/> Councillor Annie Keft		
<input type="checkbox"/> Mayor Bonita Culhane		

<input checked="" type="checkbox"/> Carried
<input type="checkbox"/> Lost / Defeated
<input type="checkbox"/> Deferred to: _____ (enter date)
Because:
<input type="checkbox"/> Referred to: _____ (enter body)
Expected response: _____ (enter date)

*Second By Councillor Fic BC.*

Disclosure of Pecuniary Interest *

Signature of Chair:  
*Bonita Culhane*

**\*Disclosed his/her (their) interest(s), abstained from discussion and did not vote on this question.**



**REGULAR COUNCIL MEETING**

HELD  
June 9<sup>th</sup>, 2026

**2026-167**

**Moved by Deputy Mayor Kelly  
Seconded by Councillor Trahan**

THAT Council of the Municipality of East Ferris supports the Township of Armour in their request that the Government of Ontario and Government of Canada to prioritize the development of new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario

AND THAT this resolution be forwarded to the FONOM, NOMA, AMO, MPP Vic Fedeli, MP Pauline Rochefort, and the Premier of Ontario.

**Carried Mayor Champagne**

**CERTIFIED** to be a true copy of Resolution No. 2026-167 passed by the Council of the Municipality of East Ferris on the 9<sup>th</sup> day of June, 2026.

Kari Hanselman, Clerk  
Municipality of East Ferris



**RESOLUTION NO. 26-113**

Moved by: Sophie Gagnon

Seconded by: Marc Dupuis

WHEREAS Highways 11 and 17 are critical transportation corridors connecting Northern Ontario communities and supporting national trade, tourism, emergency response and economic development, and;

WHEREAS Northern Ontario residents, travellers, commercial drivers and emergency services rely on safe and accessible year-round highway infrastructure, and;

WHEREAS many stretches of Highways 11 and 17 lack sufficient rest areas, washroom facilities, truck parking, warming centres, fuel access and safe pull-off locations, particularly in remote areas of Northern Ontario, and;

WHEREAS inadequate rest stop infrastructure contributes to driver fatigue, safety concerns, limited accessibility and challenges for tourism and commercial transportation;

NOW THEREFORE BE IT RESOLVED THAT Council for the Municipality of Mattice – Val Côté hereby support Motion no. 2026-158 made by the Township of Armour, calling upon the Government of Ontario and the Government of Canada to prioritize the development of new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario, and;

BE IT FURTHER RESOLVED THAT such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information and improved emergency communication services where feasible, and;

BE IT FURTHER RESOLVED THAT the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities and industry stakeholders to identify priority locations for investment, and;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Township of Armour, the Premier of Ontario, the Ontario Minister of Transportation, the federal Minister of Transport and our local parliament representatives, MPP Guy Bourgouin and MP Gaetan Malette.

- CARRIED -

I, Guylaine Coulombe, CAO/Clerk of the Municipality of Mattice – Val Côté, do hereby certify this to be a true and complete copy of Resolution 26-113, passed by the Council of the Municipality of Mattice – Val Côté at its meeting held the 2nd day of June 2026.

DATED at Mattice, Ontario

This 12th day of June 2026

Guylaine Coulombe



19 Holland Road West  
Kakabeka Falls, ON  
P0T 1W0

**Date:** Monday June 15, 2026

**To: Ashley Soundy**  
**Township of Armour**  
56 Ontario Street – PO Box 533  
Burk's Falls, ON  
POA 1C0

**Re: Support for Highway 11/17 Rest Stop Improvements**

Dear Ms. Soundy,

The Township of Conmee acknowledges receipt of the Township of Armour resolution regarding the development and improvement of rest stops along Highway 11/17.

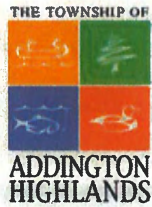
At its Regular Council Meeting held on June 9, 2026, Conmee Council considered your correspondence and directed Administration to provide written confirmation of support.

Accordingly, the Township of Conmee supports the need for improved and expanded rest stop infrastructure along this key transportation corridor. Council recognizes the importance of rest areas for highway safety, commercial transportation, and northern connectivity.

Thank you for your correspondence.

Sincerely,

Karen Paisley  
Municipal Clerk  
Township of Conmee



# Township of Addington Highlands

---

June 12, 2026

Township of Armour  
56 Ontario St., PO Box 533  
Burk's Falls ON P0A 1C0  
Email: [admin@armourtownship.ca](mailto:admin@armourtownship.ca)

Re: Letter of Support – New and Upgraded Rest Stops Along Highways 11 and 17

To Whom It May Concern,

Please be advised that at their June 2, 2026, meeting, the Council of the Corporation of the Township of Addington Highlands resolved to support the resolution from the Township of Armour calling on the Government of Ontario and the Government of Canada to prioritize the development of new and upgrades highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario and that such infrastructure include year-round washrooms, safe parking areas, commercial truck parking, warming shelters, electric vehicle charging stations, fuel access, tourism information, and improved emergency communication services where feasible and that the Province of Ontario work collaboratively with Northern municipalities, FONOM, NOMA, Indigenous communities, and industry stakeholders to identify priority locations for investment.

I trust you will find this letter of support satisfactory.

Sincerely,

*Christine Reed*

Christine Reed  
CAO/Clerk-Treasurer

cc. Hon. Doug Ford – Premier of Ontario – [premier@ontario.ca](mailto:premier@ontario.ca)  
Ric Bresee – MPP Hastings & Lennox and Addington – [ric.bresee@pc.ola.org](mailto:ric.bresee@pc.ola.org)  
Shelby Kramp-Neuman – MP Hastings & Lennox and Addington – [Shelby.kramp-neuman@parl.gc.ca](mailto:Shelby.kramp-neuman@parl.gc.ca)  
The Association Municipalities of Ontario – [resolutions@amo.on.ca](mailto:resolutions@amo.on.ca)  
The Federation of Northern Ontario – [fonom.info@gmail.com](mailto:fonom.info@gmail.com)  
The Northwestern Ontario Municipal Association – [admin@noma.on.ca](mailto:admin@noma.on.ca)



**CORPORATION OF THE  
TOWNSHIP OF CASEY**

903303 Hanbury Rd. New Liskeard ON, P0J 1P0

(t) 705-647-5439 (f) 705-647-6373

Email: [admin@casey.ca](mailto:admin@casey.ca)

June 11<sup>th</sup>, 2026

Township of Armour

56 Ontario St.

PO Box 533

Burk's Falls, ON

P0A 1C0

Your correspondence from May 26<sup>th</sup>, 2026 was received by the Casey Township Council at their regular meeting of June 10<sup>th</sup>, 2026 and the following resolution was passed:

**Resolution # 2026-111**

That we, the Council of the Township of Casey do hereby, support the Township of Armour's resolution regarding new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario; and

Direct municipal staff to issue a copy of this resolution to the Township of Armour.

"CARRIED"

Yours Truly,

A handwritten signature in black ink, appearing to read "Krystle Seymour".

Krystle Seymour

Clerk-Treasurer

MW



CORPORATION OF THE  
**TOWNSHIP OF HUDSON**  
903303 Hanbury Rd.  
New Liskeard, ON P0J 1P0  
Tel: 705-647-5439 Fax: 705-647-6373  
Email: admin@hudson.ca

June 4<sup>th</sup>, 2026

Township of Armour  
56 Ontario St.  
PO Box 533  
Burk's Falls, ON  
POA 1C0

Your correspondence dated May 26<sup>th</sup>, 2026 was received by Hudson Township Council at their regular meeting of June 3<sup>rd</sup>, 2026 and the following resolution passed:

**Resolution # 2026-106**

That we, the Council of the Township of Hudson do hereby, support the Township of Armour's resolution regarding new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario; and

Direct municipal staff to issue a copy of this resolution to the Township of Armour.  
"CARRIED"

Yours Truly,

Krystle Seymour  
Clerk-Treasurer  
MW



CORPORATION OF THE  
**TOWNSHIP OF HARLEY**  
903303 Hanbury Rd. New Liskeard, ON P0J 1P0  
Tel: 705-647-5439 Fax: 705-647-6373  
Email: admin@harley.ca

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June 10<sup>th</sup>, 2026

Township of Armour  
56 Ontario St.  
PO Box 533  
Burk's Falls, ON  
POA 1C0

Your correspondence dated May 26<sup>th</sup>, 2026 was received by Harley Township Council at their regular meeting of June 9<sup>th</sup>, 2026 and the following resolution passed:

**Resolution # 2026-104**

That we, the Council of the Township of Harley do hereby, support the Township of Armour's resolution regarding new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario; and

Direct municipal staff to issue a copy of this resolution to the Township of Armour.  
"CARRIED"

Yours Truly,

Krystle Seymour  
Clerk-Treasurer  
MW



MUNICIPALITY OF SHUNIAH

# COUNCIL RESOLUTION

Resolution No.: (248-26) 239-26

Date: Jun 16, 2026

Moved By: *[Signature]*

Seconded By: *[Signature]*

THAT Council for the Municipality of Shuniah receives and supports the Parry Sound request for more rest stops and service areas along highways 11 & 17;

AND THAT Council directs the Clerk to forward a copy of this resolution to FONOM, NOMA, AMO, TBDML, local MPPs and MPs, the Premier of Ontario, the Leader of the Official Opposition (Ontario), and all Ontario municipalities.

Carried

Defeated

Amended

Deferred

*[Signature]*  
Signature

Municipality of Shuniah, 420 Leslie Avenue, Thunder Bay, Ontario, P7A 1X8



## STAFF REPORT

**Date:** June 23, 2026  
**To:** Council  
**From:** Dave Gray, CAO  
**Subject:** Recreation Department Staffing

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### **Recommendation:**

THAT the June 23, 2026 Staff Report from the CAO regarding Recreation Department Staffing be received in response to questions posed by Council.

### **History:**

During the June 9, 2026 Regular Council Meeting, Council reviewed a staff report from the CAO regarding proposed revisions to the Recreation Coordinator Position. During the discussion, various questions were asked related to Recreation Department Staffing and the Township salary review process. This report provides the requested information.

### **Requested Information:**

#### **Creation and Filling of the Recreation Assistant (RA) Position**

Approval for the creation of the RA position was provided to staff during the August 13, 2024 meeting (resolution attached).

- The recommendation for the position was made by the Recreation Coordinator with consultation from the Clerk/Treasurer-Administrator (CTA – Report Attached).
- The position was posted internally between November 15 & 26, 2024, per section 6.18(B) of the Armour Township Employment Policy.
- The position was filled with an internal applicant based on a start date of January 2, 2025.

Based on the information available at the time of this report, the Job Evaluation Committee was not engaged to evaluate the position pursuant to section 8.8 of the Employment Policy.

- It is assumed that the evaluation of the position was performed by the CTA. The evaluation result is consistent with the Pay Equity Policy.

- It should be noted that this position will be reviewed during the 2026 Pay Equity Review and any changes will be brought forward to the job evaluation committee.

### Salary Review Process

Council accurately noted that a salary review is to be completed in 2026 to ensure that salaries are in line with regional trends. This process is expected to occur in the next few months with any changes scheduled for January 1, 2027. Additionally, staff intend to undertake a full pay-equity review and organizational chart planning exercise prior to year-end.

### Financial Considerations:

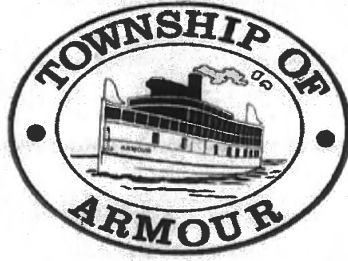
Not applicable.

### Others Consulted:

Alison McGregor, Treasurer  
Charlene Watt, Municipal Clerk

### Attachments:

1. August 13, 2024 Minutes Excerpt – Resolution
2. August 13, 2024 Staff Report – Creation of Recreation Assistant Position
3. November 15, 2024 Recreation Assistant Internal Posting



## STAFF REPORT

**Date:** August 13, 2024  
**To:** Council  
**From:** Danika McCann/Recreation Coordinator  
**Subject:** Creation of Recreation Assistant Position

---

### **Recommendation:**

That Staff Report from the Recreation Coordinator dated August 13, 2024, regarding the extension of our current Lead Camp Counselor contract until December 31, 2024 and the creation of a new Recreation Assistant position for 2025 be received, and that Council approves the contract extension and the creation of a Recreation Assistant position and the task description for the position, attached to this report.

### **History:**

The Township of Armour has never had any recreation programs to offer its residents until fall 2023. Since opening up events/programs in November 2023 until now, the response from the community has been positively, over whelming. The community has been clearly lacking community events/resources.

Our programs have been flourishing and have become quite popular but on the other hand, have become quite time-consuming to implement and facilitate these events/programs leading to myself accumulating an abundance of overtime. It has become a very busy location and between performing maintenance, marketing, applying for grants, creating programs and events, cleaning between events and daily duties have become more than a one-person job.

If Council approves the contract extension and creation of this position, programs could be implemented easier and maintenance could be kept up. At this time, we currently offer soccer, ball hockey, knitting courses, sewing classes, square dancing, jamborees, baseball tournaments, day camp (PD days, March break, summer and christmas holidays), Three large fundraisers per year now (Winter Karnival, Fall Fashion Frenzy and Gala), and workshops. Even with all these programs and events, the community is still screaming for more. It has been brought to our attention that a traveling baseball team, hockey league, beach and/or indoor volley ball (pending approval of use on another property), pickle ball, lacrosse, and roller derby would be a huge hit for our facility and program but at this time we are limited in what we can do, due to time and manpower.

If this position is approved, my recommendation would be to have the Lead Camp Councilor and the Recreation Assistant become one position. Extending the contract would allow time to have the individual help and prepare the next two big fundraisers for the Township to ensure they are successful and plan for the up-coming year of 2025 especially leading up to our Winter Karnival and preparation for 2025 day camp. With hiring a Recreation Assistant, this would also open the doors to being able to partner with other local municipalities as we would have more man power and time to allocate to other programs at these facilities as well as our own.

**Financial Considerations**

The estimated cost for this position for 2024 (15 extra weeks above and beyond day camp) is \$25,000. Based on my estimates, because the current role is already employed for the day camp. The cost of this new position for 2025 is estimated at \$50,000 (35 weeks above and beyond the day camp weeks already budgeted) for salary and benefits.

**Others Consulted:**

John Theriault, Clerk-Treasurer/Administrator

**Attachments:**

Job description for Recreation Assistant

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

**MINUTES**

August 13, 2024

**RESOLUTIONS cont'd:**

**AND WHEREAS** the Ontario Immigrant Nominee Program has been expanded from 9,750 nominees in 2022 to a goal of 21,500 nominees in 2024;

**NOW THEREFORE** be it resolved that the Council of the Township of Armour urges the Province to address the critical market shortage of skilled labour in Northern Ontario by allocating 3,000 Ontario Immigrant Nominee Program spots to support the region's economic growth and development. Carried

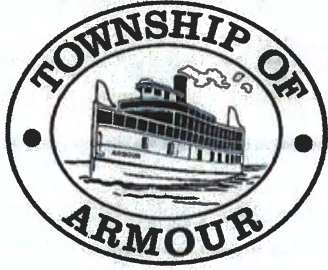
Resolution #220 - Moved by Dorothy Haggart-Davis, seconded by Wendy Whitwell; That the Council of the Township of Armour supports the Township of Schreiber and requests that the Federal and Provincial Governments step up to financially relieve the heavy infrastructure burden on small municipalities. Carried

Resolution #221 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Staff Report from the Recreation Coordinator dated August 13, 2024, regarding the extension of our current Lead Camp Counselor contract until December 31, 2024 and the creation of a new Recreation Assistant position for 2025 be received, and that Council approve the contract extension of the Lead Camp Counselor to December 31, 2024 and the creation of a Recreation Assistant position and the draft task description for the position, attached to the report. Carried

Resolution #222 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour adjourns this regular council meeting at 9:30 p.m. until the next regular council meeting scheduled for August 27, 2024 or at the call of the Mayor or the Clerk. Carried

Original signed by Rod Ward  
\_\_\_\_\_  
Rod Ward, Mayor

Original signed by John Theriault  
\_\_\_\_\_  
John Theriault, Clerk



OFFICE OF THE CLERK-TREASURER/  
ADMINISTRATOR

## DISTRICT OF PARRY SOUND

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

(705) 382-3332  
(705) 382-2954  
Fax: (705) 382-2068  
Email: [clerk@armourtownship.ca](mailto:clerk@armourtownship.ca)  
Website: [www.armourtownship.ca](http://www.armourtownship.ca)

### **Internal Job Posting**

#### **RECREATION ASSISTANT**

Permanent Full-Time Position

**Reports to:** Treasurer

**Pay Range for 2025:** \$25.38 to \$31.74

**Posting Date:** Friday November 15, 2024

**Application Deadline:** Tuesday November 26, 2024

#### **Essential Duties & Responsibilities**

Reporting to the Treasurer, under the supervision of the Recreation Coordinator, assists in the administration, planning, organizing and facilitating a variety of recreational activities acts a lead camp counselor for day camp activities to deliver a safe, fun, physically active and educational day camp experience. This position will begin in January 2025.

#### **Competencies**

- High school diploma plus recreation/business/office courses equivalent to a one-year program from a community college or equivalent experience.
- Must have good verbal and written communication skills and the ability to relate to elected officials, peers, and the public in a professional manner.
- Must be able to prioritize and plan work activities to use time efficiently.
- Must be organized, accurate, thorough and able to monitor work for quality.
- Must be dependable, able to follow instructions, respond to management direction and must be able to provide performance through management feedback.

Interested applicants should forward a current resume to John Theriault, Clerk-Treasurer/Administrator, via

Email at: [clerk@armourtownship.ca](mailto:clerk@armourtownship.ca)

Fax: 705-382-2068

In person: 56 Ontario Street

Burk's Falls, ON POA 1C0

A copy of the Recreation Assistant's job description is attached to this posting.

TOWNSHIP OF MCMURRICH/MONTEITH

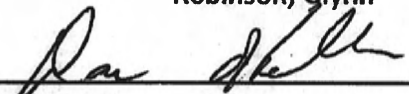
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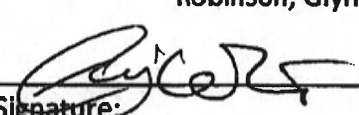
Number: 2026- 145

June 16, 2026

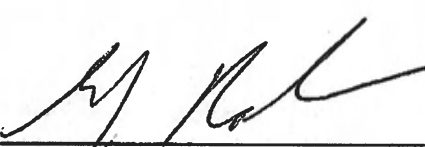
Moved by: Currie, Terry   
 O'Halloran, Daniel   
 Roeder-Martin, Vicky   
 White, Craig   
 Robinson, Glynn

Seconded by: Currie, Terry   
 O'Halloran, Daniel   
 Roeder-Martin, Vicky   
 White, Craig   
 Robinson, Glynn

  
 Signature: \_\_\_\_\_

  
 Signature: \_\_\_\_\_

**Be It Resolved** that Council directs Staff to notify the Township of Armour that the Shared Service Agreement for Chief Building Official services is hereby terminated immediately.

Mayor  \_\_\_\_\_

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

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

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

Recorded Vote:	Yays	Nays
Currie	_____	_____
O'Halloran	_____	_____
Roeder-Martin	_____	_____
White	_____	_____
Robinson	_____	_____

TOWNSHIP OF MCMURRICH/MONTEITH

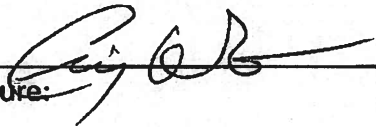
Resolution

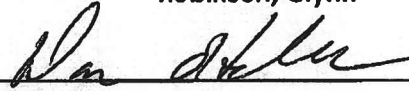
Number: 2026-146

June 16, 2026


Moved by: Currie, Terry   
 O'Halloran, Daniel   
 Roeder-Martin, Vicky   
 White, Craig   
 Robinson, Glynn

Seconded by: Currie, Terry   
 O'Halloran, Daniel   
 Roeder-Martin, Vicky   
 White, Craig   
 Robinson, Glynn

Signature: 

Signature: 

Be It Resolved that Council hereby repeals the appointment of Andrew McGee as Chief Building Official.

Mayor 

Carried  Defeated

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

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

Recorded Vote:	Yays	Nays
Currie	_____	_____
O'Halloran	_____	_____
Roeder-Martin	_____	_____
White	_____	_____
Robinson	_____	_____



## STAFF REPORT

**Date:** June 23, 2026  
**To:** Council  
**From:** Alison McGregor, Treasurer  
**Subject:** Reserve and Reserve Fund Bylaw Modernization and Hospital Reserve Governance Clarification

---

### RECOMMENDATIONS:

That Council:

1. Direct staff to prepare a new consolidated Reserve and Reserve Fund By-law that will rescind the current Reserve and Reserve Fund By-law and all six (6) amending by-laws, and replace them with a single modernized by-law consolidating all municipal reserve and reserve fund provisions, for consideration at a future meeting of Council;
2. Receive this report for information regarding the governance, permitted use, and long-term direction of the Hospital Reserve; and
3. Direct staff that no changes be made at this time to the current internal management of the Hospital Reserve funds.

### HISTORY:

The Township of Armour currently manages its reserves and reserve funds under a Reserve and Reserve Fund By-law that has been amended six (6) times over the past 10 years. These amendments were made to establish additional reserves and reserve funds as municipal needs evolved.

As a result, the Municipality's reserve governance framework is currently contained within a base by-law and multiple amending by-laws. While functional, this structure requires reference to multiple documents to fully understand the Municipality's reserve framework.

The Hospital Reserve is one of the reserves established under this by-law framework.

The Hospital Reserve was established by By-Law #43-2019 for the purpose of accumulating funds toward municipal contributions for the hospital expansion and/or new hospital construction serving the region.

As of June 23, 2026, the Hospital Reserve balance is approximately \$540,500.

On February 14, 2023, Council adopted a resolution establishing a long-term funding commitment of up to \$1,143,000 toward the Township of Armour's share of the construction of two (2) new hospitals (Bracebridge and Huntsville) and \$285,750 toward improvements in local health services in the Almaguin Highlands. These commitments are intended to be funded annually over a 12-year period.



## **DISCUSSION:**

### **1. Reserve and Reserve Fund By-Law Modernization**

The current reserve governance structure has developed over time through incremental amendments rather than full by-law replacement. While each amendment reflected Council direction at the time, the result is a fragmented governance framework that is less efficient to administer.

A consolidated by-law would improve clarity, transparency, and operational efficiency.

Council has the authority to rescind existing by-laws and replace them with a new consolidated by-law without impacting existing reserve balances or Council-approved commitments.

### **2. Hospital Reserve - Purpose and Permitted Use**

The Hospital Reserve is a discretionary reserve established by municipal by-law. Its stated purpose is to provide a source of financing for municipal contributions toward hospital capital costs, including expansion or new hospital construction serving the region.

While the reserve is dedicated to this purpose under the current by-law, it is not a statutory or legislatively locked reserve. As such:

- Funds may only be used for the stated purpose while the by-law remains in force;
- Any change in use would require a formal Council decision to amend or repeal the governing by-law; and
- Staff do not have authority to redirect funds outside of the approved reserve purpose.

### **3. Authority of Future Councils**

As a discretionary reserve established by by-law, the Hospital Reserve does not create an irrevocable legal restriction on future Councils.

A future Council could:

- Amend or repeal the reserve by-law;
- Change the purpose of the reserve; or
- Redirect the reserve balance to another municipal purpose.

However, such actions would require a formal by-law amendment or repeal and would represent a deliberate policy decision of Council. It cannot be done administratively or through routine budget approvals.



#### **4. External Fund Administration Option (Hospital Foundation)**

Council has requested information regarding the option of transferring Hospital Reserve funds to the Huntsville Hospital Foundation for management under a separate agreement.

Under this model:

- Funds would be transferred to the Huntsville Hospital Foundation, which would administer a dedicated fund for hospital capital purposes;
- A formal agreement would govern use of funds, including potential return of principal and interest if the project does not proceed; and
- The foundation would charge an estimated administration fee of approximately 1% for fund management.

#### **Comparison of Options**

##### **Current Internal Reserve Model:**

- Full municipal control over funds;
- Interest earned retained by the municipality;
- No external management fees are incurred;
- Flexibility to manage timing of contributions within council-approved framework;
- Funds remain subject to municipal governance processes.

##### **External Foundation Fund Model:**

- Funds would be transferred outside of the Township of Armour's control;
- Investment income would be earned and managed by the foundation, no rate of return has been provided;
- An administrative fee (approximately 1%) would apply;
- Additional legal and financial agreements would be required;
- Reliance of contractual protections rather than direct municipal control.

#### **FINANCIAL IMPLICATIONS:**

There are no immediate financial implications associated with this report.

The Hospital Reserve currently earns interest within the Township of Armour's accounts and does not incur external management fees.

A transfer to an external foundation fund would result in:

- Loss of direct investment income, (2023-2025 we earned \$30,507.82 in interest);
- Reduced direct control over municipal funds, with reliance on external governance agreements; and
- Ongoing administrative fees of 1% (estimated at approx. \$12,000) of managed funds.



**CONCLUSION:**

The Township of Armour's reserve governance framework would benefit from modernization through a consolidated Reserve and Reserve Fund By-Law that provides a single, clear governing document for all municipal reserves.

The Hospital Reserve is currently governed by a municipal by-law that restricts its use to hospital capital-related purposes. While future Councils retain authority to amend or repeal the governing by-law, any such change would require a formal Council decision and cannot be undertaken administratively.

Council may also consider whether to transfer funds to the external Huntsville Hospital Foundation; however, this would result in reduced municipal control, additional administrative costs, and reliance on external governance arrangements.

At this time, continued internal management of the Hospital Reserve is recommended as the most efficient and cost-effective approach.

**Others Consulted:**

Dave Gray, CAO



**STAFF REPORT**

**Date:** June 23, 2026  
**To:** Council  
**From:** Alison McGregor, Treasurer  
**Subject:** Solar Panel System Replacement Reserve

---

**RECOMMENDATION:**

THAT Council approve the establishment of a Solar Panel System Replacement Reserve for the purpose of funding future replacement, rehabilitation, and/or decommissioning costs associated with the solar panel system located at the Township Garage;

AND THAT Council approve the transfer of \$32,095.24, representing accumulated solar generation revenues earned between 2016 and 2025 and currently held within the Working Fund Reserve, to the newly established Solar Panel System Replacement Reserve;

AND THAT all future net revenues generated by the Township Garage solar panel system be allocated annually to the newly established Reserve.

**SUMMARY:**

The purpose of this report is to establish a dedicated reserve funded by revenues generated from the Township Garage solar panel system to help offset future replacement, rehabilitation, and decommissioning costs.

The Township Garage solar panel system was commissioned in 2016 and has generated revenue since that time. Since the implementation of the system, revenues generated from the solar panels have been deposited into the Township's Working Fund Reserve. After a recent review of our reserve activity, staff identified that this does not align with the intended purpose of the Working Fund Reserve.

The Working Fund Reserve serves as a financial stabilization tool to offset temporary cash flow requirements and accounts receivable fluctuations. The reserve by-law indicates that the Working Fund Reserve should be stable and should not be used to fund any project. As the solar panel system will require future investment for replacement or decommissioning, a dedicated reserve is considered a more appropriate and sustainable funding mechanism.

As of December 31, 2025, cumulative solar revenues totalling \$32,095.24 have been deposited into the Working Fund Reserve.

While the solar panel system continues to generate revenue, it will eventually reach the end of its useful life and require replacement, rehabilitation, or decommissioning. The Township will eventually incur costs related to:



- Replacement of solar panels and associated equipment;
- Replacement of inverters and other system components;
- Major rehabilitation or upgrades;
- Removal and decommissioning of the system at the end of its useful life; and
- Disposal or recycling of equipment in accordance with applicable regulations.

Establishing a dedicated Solar Panel System Replacement Reserve will ensure that revenues generated by the asset are retained for future lifecycle requirements rather than being incorporated into a reserve established for an unrelated purpose.

This approach is consistent with asset management principles by matching a dedicated revenue source with the future obligations associated with the asset that generated that revenue. It also improves transparency by clearly identifying funds that have been accumulated for future solar infrastructure costs.

The proposed transfer of accumulated revenues recognizes that the funds were originally generated by the solar installation and are more appropriately held in a reserve established specifically for the asset's long-term sustainability.

#### **FINANCIAL IMPLICATIONS:**

The transfer of \$32,095.24 from the Working Fund Reserve to the Solar Panel System Replacement Reserve will not create an additional budgetary impact to the Township, as it represents a reallocation of existing reserve funds.

Future annual solar revenues will continue to strengthen the reserve balance and reduce the potential future tax levy impact associated with the replacement or decommissioning costs.

#### **CONCLUSION:**

The revenues generated by the Township Garage solar panel system are best utilized to address the future costs associated with the asset that generated them. Establishing a Solar Panel System Replacement Reserve and transferring the accumulated balance of \$32,095.24 from the Working Fund Reserve will align reserve usage with municipal policy, improve financial transparency, and support responsible long-term asset management.

#### **OTHERS CONSULTED:**

Dave Gray, CAO

Marjorie Robinson

Ministry of the Environment, Conservation and Parks

# Restriction on the Landfilling of Excess Soil

In 2019, Ontario finalized [Ontario Regulation 406/19: On-Site and Excess Soil Management Regulation](#) (Excess Soil Regulation), supported by a document entitled [Rules for Soil Management and Excess Soil Quality Standards](#) (Soil Rules), to provide clear rules to support the reuse of excess soil and to help stop illegal dumping of excess soil. Section 22 of the Excess Soil Regulation takes effect on **January 1, 2027**. It generally restricts the landfilling of excess soil if it meets Table 2.1 of the generic excess soil quality standards for residential, parkland or institutional (RPI) uses (e.g., schools and residences) or is of higher quality. Excess soil that is suitable for reuse should be viewed as a resource and not disposed of as a waste. It should not take up landfill space needed for waste.

This resource sheet provides:

- An overview about when excess soil cannot be accepted at a landfill or dump, including exemptions from the restriction.
- A more detailed overview of related requirements that may apply.
- A decision tree and chart to help the owner or operator of the landfill or dump take steps to meet requirements.
- A form giving suggested components of a qualified person (QP) declaration.

## Overview: When Excess Soil Cannot be Deposited at a Landfill or Dump

- **Restriction:** Excess soil shall not be deposited at a landfill or dump if that excess soil meets [Table 2.1 \(full depth potable\)](#) of the generic excess soil quality standards for residential, parkland or institutional uses, or is of better quality than that.
- **Exemption – ancillary uses:** This restriction does not apply (i.e., excess soil that meets Table 2.1 for RPI use or is of better quality can be deposited at a landfill or dump) if the excess soil will be used for daily cover, final cover, the construction of roads or berms or to support any other type of ancillary use that supports the operation of the landfill or dump.
- **Exemption based on declaration:** This restriction also does not apply (i.e., excess soil that meets Table 2.1 RPI or is of better quality can be deposited at a landfill or dump) if a QP determines that the excess soil is inappropriate for reuse because one of the following reasons applies, prepares a written declaration setting out required

information, and provides the declaration to the owner or operator of the landfill or dump:

- The excess soil contains a parameter for which there is no applicable excess soil quality standard and there are reasonable grounds to believe that the final placement of the excess soil at a reuse site may result in an adverse effect;
- The excess soil contains invasive species that should not be relocated; or
- The excess soil is not suitable for reuse as structural fill due to its physicochemical characteristics, and after reasonable efforts were made, another reuse site where the soil could be used for another beneficial purpose was not identified.

The QP must retain the declaration for at least seven years after the date the declaration is prepared. This declaration must also be retained by the owner or operator of the landfill or dump and any other person who acquires the QP declaration, including the owner and operator of the site where excess soil is loaded for transportation, for a minimum of two years from the date the excess soil is deposited at the landfill or dump.

Under the Excess Soil Regulation, for the purposes of this landfilling restriction in section 22, a QP is generally defined as a professional engineer or professional geoscientist in Ontario.

## **Detailed Overview of Requirements**

### Restriction on the Landfilling of Excess Soil – subsection 22(1)

Excess soil is defined in the regulation as soil, crushed rock or soil mixed with rock or crushed rock, that has been excavated as part of a project and removed from the project area for the project.

The Excess Soil Regulation restricts cleaner (i.e., better quality) excess soil from being deposited at landfills and dumps, as of **January 1, 2027**. Specifically, excess soil may not be deposited at a landfill or dump if that excess soil meets [Table 2.1 \(full depth potable\) of the generic excess soil quality standards for residential, parkland or institutional uses](#) (Table 2.1 RPI), or is of better quality than that (i.e., even lower concentrations of contaminants). These standards are found in Part II of the Soil Rules.

This restriction does not apply to the deposit of such excess soil at Class 1 soil management sites, most of which also hold an Environmental Compliance Approval (ECA) for waste and are used to temporarily store and process excess soil to help facilitate beneficial reuse. It also does not apply to Class 2 soil management sites, which are meant for temporary

storage of dry soil and do not require an ECA for waste if key conditions are met. These types of sites are not for long-term disposal.

If an ECA allows the owner or operator of a landfill or dump to accept excess soil that meets Table 2.1 RPI standards or better, the owner or operator must still comply with section 22 of the Excess Soil Regulation.

This restriction does not affect the deposit or use of excess soil at a landfill or dump where concentrations of contaminants in that excess soil exceed Table 2.1 RPI of the generic excess soil quality standards. The acceptance of such material may be addressed by the facility's ECA. As well, if excess soil is mixed with other waste (e.g., construction and demolition waste) and there is no requirement to separate it out, it can be treated as waste in accordance Regulation 347 and other applicable requirements and would not be affected by this restriction.

#### Exemption – Ancillary Uses - subsection 22(2)

Despite the restriction, it is recognized that excess soil that meets Table 2.1 RPI (or better quality) may be required by a landfill or dump for daily or final cover, or for other types of "ancillary uses" to support the operational needs of the landfill or dump. As such, excess soil that meets that quality standard and that will be used for such purposes is not subject to the restriction. "Ancillary uses" are beneficial uses that support the functioning of the landfill or dump. These include, but are not limited to, grading, interim cover, and the use of excess soil for the creation of landfill liners, berms, roads, visual screens, land restoration in closed landfill portions, noise barriers, and planting beds for trees.

For the owners or operators of sites generating excess soil (project areas or other sites) or QPs working on their behalf seeking to rely on this exception, it is important to reach out to the owner or operator of the landfill or dump in advance to confirm the landfill or dump needs the excess soil for one of those uses. The owner or operator of the landfill or dump may also proactively reach out, as they seek excess soil for ancillary uses.

Excess soil that is deposited at a landfill or dump for uses that support the operation of the site other than for daily or final cover (such as construction of roads or berms) in accordance with the site's ECA would not be designated as waste.

Note that the regulation is silent on the quality of excess soil that can be used for daily or final cover, or ancillary uses. In these circumstances, any related provisions in the ECA would apply.

### Exemption based on a Qualified Person Declaration – subsection 22(3)

Subsection 22(3) is another exemption from the restriction on depositing excess soil that meets Table 2.1 RPI (or better) at a landfill or dump. Such excess soil can be deposited at a landfill or dump as waste if the QP has:

- (a) determined that, because one of the criteria set out in subsection 22(4) applies (see below), it would be inappropriate to deposit the excess soil for final placement at a reuse site;
- (b) completed a declaration in accordance with subsection 22(5), stating the determination; and
- (c) given the declaration to the owner or operator of the landfilling site or dump at which the excess soil is deposited.

### Criteria forming the basis of the QP's determination – subsection 22(4)

In order for a QP to make a determination that it would be inappropriate to deposit the excess soil that meets Table 2.1 RPI (or better quality) for final placement at a reuse site, as described above, one of the following must apply:

1. The excess soil contains a parameter (i.e., contaminant) for which there is no applicable excess soil quality standard and there are reasonable grounds to believe the final placement of the excess soil at a reuse site may cause an adverse effect.
  - "Reasonable grounds" could mean that it is known or could reasonably be suspected that the parameter may cause adverse effects to human health and/or the environment if the excess soil is finally placed at a reuse site.
2. The excess soil contains invasive species that should not be relocated to a location other than a landfilling site or dump.
  - The QP is not expected to have expertise in invasive species, but if the QP is relying on this criterion, the QP should have received documentation from a person with adequate expertise that the soil contains an invasive species that should not be relocated to a reuse site and should instead be landfilled as waste. The expert who provided the information should be identified.

- Provincial resources related to invasive species should be referred to; some key resources are on the [province's webpage for invasive species in Ontario](#).
3. Both of the following criteria apply:
- i. Due to the physicochemical characteristics of the excess soil, the excess soil is not suitable for reuse as structural fill at a potential reuse site.
    - To make a determination about whether the excess soil may be unsuitable as structural fill, it is important that the QP's qualifications relate to geotechnical matters, or that the QP's determination is supported by an opinion provided by a geotechnical engineer or geoscientist with such expertise.
    - Soil compressibility and bearing capacity are key examples of physicochemical characteristics that could affect whether the excess soil is suitable for reuse as structural fill at any site. For example, some types of soils, such as leda clays, may not have load-bearing capacity when wet or saturated, risking property damage, and soils that have a high organic content may be prone to compression upon loading. Similarly, the instability of excess soil could be the result of substances such as oil being present in the soils.
  - ii. Despite reasonable efforts having been made by the owner or operator of the site at which the excess soil was loaded for transport to identify a reuse site at which the excess soil could be used for other beneficial purposes, no such reuse site has been identified.
    - Excess soil that meets Table 2.1 RPI (or is of better quality) that may be unsuitable for structural fill for reuse purposes (e.g., to provide a building foundation) may be suitable for other beneficial purposes (e.g., landscaping), and a reuse site may be willing to accept the excess soil for those other beneficial purposes.
    - Demonstrating that reasonable efforts have been made to locate a reuse site where the excess soil could be used for other beneficial purposes may include but not limited to:
      - Checking the [Resource Productivity and Recovery Authority Registry](#) and any available soil matching websites for reuse sites that may be able to accept the excess soil.
      - Contacting local municipalities to determine if they have or are aware of viable reuse sites that they own or operate, such as infrastructure projects and undertakings.

- Reviewing the Ministry of Natural Resources' (MNR) [public database on pits and quarries](#), and contacting local aggregate pits that may require excess soil for rehabilitation.
    - Once potential candidate reuse sites have been identified, including through the methods described above, contacting those reuse sites to inquire about whether they will accept the excess soil.
  - The level of effort required to constitute reasonable efforts to identify a reuse site will vary in each circumstance, based on various factors such as the location of the site where excess soil is loaded for transportation and potential reuse sites, transportation costs, and the quality and quantity of the excess soil.
    - Transportation costs and the distance between the site where excess soil is loaded for transportation and potential reuse sites are factors that may affect the level of effort required (i.e., it is generally not necessary to look for reuse sites that are located beyond what is normally a financially viable distance).
    - The volume of excess soil may affect the cost of transportation and the owner or operator of a potential reuse site's ability to accept the material, although a reuse site may be able to take some of the excess soil and multiple reuse sites may be available.
    - Alternatives to sending excess soil to a reuse site or a landfill or dump can also be considered as a best practice. For example, a Class 1 soil management site may be able to accept and manage excess soil that is not acceptable at a currently available reuse site, including geotechnically unsuitable excess soil that could be processed to eventually be reused elsewhere.
- The determination of whether reasonable efforts have been made by the owner or operator of the site where excess soil is loaded for transportation to identify a reuse site should be made on a case-by-case basis. Making reasonable efforts would typically involve identifying and inquiring with more than one potential reuse sites and being told by those reuse sites that they will not accept the excess soil.
- The owner or operator of the site at which the excess soil was loaded for transportation should document their efforts to find reuse sites, including documentation that reuse site owners or operator(s) declined to accept the excess soil, and the reason that excess soil was declined. If needed, this

documentation should be made available to the QP to support the QP in making their determination on this criterion.

### Information to include in a QP declaration – subsection 22(5)

The QP's declaration must include the following information:

1. The amount of excess soil to be deposited at the landfilling site or dump.
2. The location of the site at which the excess soil was loaded for transportation to the landfilling site or dump.
3. Which of the criteria set out in subsection 22(4) applies and an explanation of how it applies.
4. The name and contact information of the qualified person who is providing the declaration.

An example declaration form is provided for illustrative purposes at the end of this document. This example format does not have to be used by the QP.

### **Records retention**

The Excess Soil Regulation requires that the QP must retain the declaration for at least seven years after the day the declaration is prepared. Any person listed in subsection 28(1) that acquires the QP declaration must retain the declaration for at least two years from the day that the excess soil is deposited at the landfill or dump. This includes the owner or operator of the landfill or dump.

### **Availability of information on excess soil quality**

Excess soil brought to a landfill or dump may be accompanied by information on the quality of the excess soil. It may also come without any such information, in situations which may be justifiable and should not prevent acceptance. In order to determine whether excess soil can be disposed of as waste or used for an ancillary purpose in compliance with section 22 of the regulation, below are some considerations for the owners or operators of landfills or dumps when receiving excess soil.

**Where reports are available on soil quality:**

Project leaders for project areas where excess soil is originally excavated may be required by the Excess Soil Regulation to complete sampling and analysis to assess soil quality with respect to the Excess Soil Quality Standards as part of satisfying reuse planning requirements (outlined in sections 8-16 of the regulation). Other sites may have completed sampling and analysis of their excess soil for other reasons, including due diligence.

If these sampling and analysis reports are provided to the landfill or dump, the owner or operator of the landfill or dump should ensure that the reports have been reviewed or confirmation is provided by the person sending the excess soil to landfill or dump, to determine whether the excess soil meets the excess soil quality standards set out in Table 2.1 RPI or is of even better quality.

- If the excess soil does not meet Table 2.1 RPI (i.e., is of worse quality than Table 2.1 RPI), there is no restriction set out in the Excess Soil Regulation on the deposit of the excess soil at the landfill or dump. However, the owner or operator of the landfill or dump should still ensure that the deposit of the excess soil would not contravene any terms or conditions of their ECA.
- If the excess soil meets Table 2.1 RPI, the excess soil must not be deposited at the landfill or dump, as of January 1, 2027, unless it will be used for an ancillary use at the landfill or dump or is accompanied by a declaration prepared by a QP under subsection 22(3).

**Where reports are not available on soil quality:**

It is not the intent of the Excess Soil Regulation to require sampling of excess soil solely for the purpose of demonstrating it can be deposited as waste in a landfill or dump.

With input from the sites seeking to send excess soil and/or the QPs retained by those sites, the owner or operator of the landfill or dump may consider and identify circumstances in which it is reasonable to conclude that the excess soil does not meet Table 2.1 RPI and should be landfilled, such as:

- a. When excess soil is coming from a spill of pollutants that is part of a clean up under subsection 93(1) of the *Environmental Protection Act*.
- b. When excess soil is generated in response to an emergency that is not a spill but involves a contaminant risk which creates an immediate danger to human life, the health of any persons, the natural environment, or to property.

The owner or operator of the landfill or dump may also consider and identify circumstances in which it is reasonable to conclude that the excess soil is of better quality (i.e., that it could meet Table 2.1 RPI) and on that basis should not be accepted as waste without sampling results that indicate that the excess soil does not meet Table 2.1 RPI.

If there are no sampling results available but it is anticipated that the excess soil meets Table 2.1 RPI and could therefore be subject to the prohibition in subsection 22(1), the owner or operator of the landfill or dump may still be able to accept the excess soil if it will be used for ancillary uses that support the operation of the landfill or dump, or if it is accompanied by a QP declaration, and is in accordance with any applicable terms and conditions in the ECA for the landfilling site or dump. The owner or operator of the landfill or dump may want to consider information such as the sites where excess soil came from, to conclude whether the excess soil is of better quality for the purposes of compliance with subsection 22(1). This can include situations such as the following:

- a. Small volumes of excess soil from residential properties undertaking landscaping projects that do not have a known history of contamination
- b. Excess soil from agricultural properties that do not have a known history of contamination

Ultimately, if there is inadequate information related to the quality of the excess soil, and the excess soil is not intended to be used for an ancillary use at the landfill or dump, and it is not accompanied by a QP declaration, the owner or operator of the landfill or dump that accepts the excess soil and any other person who causes, permits, or arranges for the deposit of the excess soil may be at risk of contravening the prohibition in subsection 22(1).

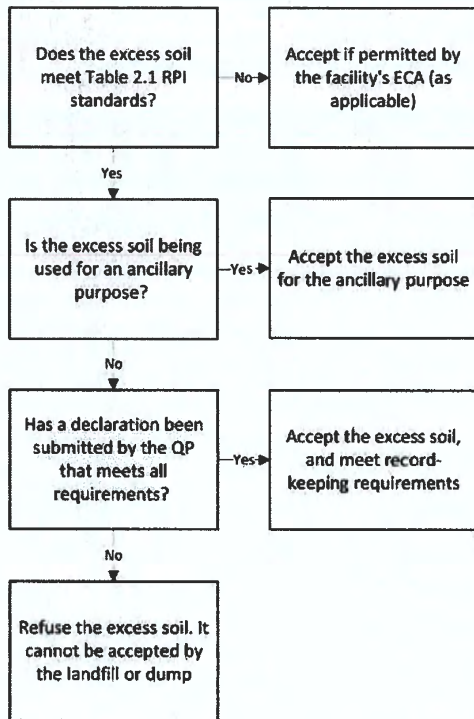
## **Summary of Roles and Responsibilities**

The general roles and responsibilities of the owners or operators of landfills or dumps, sites loading excess soil for transportation, and QPs are summarized in this section.

### **1) Owners or Operators of Landfills or Dumps**

The key steps and considerations for the owner or operator of the landfill or dump to take to meet the requirements are reflected in the decision tree and chart below, which are not exhaustive of all situations and questions that may arise.

## **Decision Tree: Key Steps for the Owner or Operator of the Landfill or Dump**



The following chart is intended to support the owner or operator of the landfill or dump to take into account key considerations in complying with requirements.

## **Key Considerations for the Owner or Operator of the Landfill or Dump**

<b>1.</b>	<b>If landfill or dump is receiving excess soil for beneficial/ancillary uses:</b>
	<ul style="list-style-type: none"> <li>• Confirm which ancillary use the incoming excess soil will be used for (e.g., daily cover, final cover, or other), and that excess soil is needed for that use.</li> </ul>
	<ul style="list-style-type: none"> <li>• Confirm the deposit and this intended use of the excess soil is allowed by the facility's ECA.</li> </ul>
	<ul style="list-style-type: none"> <li>• Ensure that the excess soil is used for the intended ancillary use in accordance with the ECA, after it is accepted. Segregation of soils for these uses and records of soil use for these purposes would help demonstrate use of soils for these uses, if asked.</li> </ul>
<b>2.</b>	<b>If landfill or dump receives a request to accept excess soil as waste for disposal:</b>
	<ul style="list-style-type: none"> <li>• Confirm with reasonable certainty that the quality of incoming excess soil does not meet Table 2.1 RPI, by:               <ul style="list-style-type: none"> <li>○ If sampling results for the excess soil are available, ensuring that the reports have been reviewed or confirmation is provided by the person sending the soil to landfill or dump (which may be added to the declaration form) that the</li> </ul> </li> </ul>

	<p>excess soil does not meet the Table 2.1 RPI standards (this may be accompanied by the sampling results)</p> <ul style="list-style-type: none"> <li>○ If the excess soil is received without sampling results, the owner or operator of the landfill or dump may identify situations where they are reasonably confident that excess soil is contaminated and does need to be sampled in advance of being landfilled as waste. <ul style="list-style-type: none"> <li>○ This may apply in situations including if the excess soil was from a spill site, a site generating less than 100m<sup>3</sup> excess soil that is directly transported to the landfill or dump, or the site was used as an industrial use, gas station, garage or dry cleaner.</li> </ul> </li> <li>● If the excess soil is confirmed to not meet Table 2.1 RPI, the excess soil <b>may be deposited at the landfill or dump as waste or for a beneficial/ancillary purpose (in accordance with the ECA) and Regulation 347.</b></li> </ul>
	<ul style="list-style-type: none"> <li>● If the excess soil is not confirmed to exceed Table 2.1 RPI and as such there remains a risk that the excess soil meets Table 2.1 RPI, one of the following options can be taken to ensure compliance with section 22 as appropriate given the circumstances: <ul style="list-style-type: none"> <li>○ Do not allow the excess soil to be deposited at the landfill or dump, pursuant to subsection 22(1).</li> <li>○ Allow the excess soil to be deposited at the landfill or dump, but only for ancillary uses that support the operation of the landfill or dump, pursuant to subsection 22(2), and in accordance with the ECA.</li> <li>○ Allow the excess soil to be deposited at the landfill or dump for disposal as waste, but only if a declaration by a QP prepared pursuant to 22(3) is received by the owner or operator of the landfill or dump from the QP and the declaration was made in respect of that excess soil.</li> </ul> </li> </ul>
3.	<b>Record keeping</b>
	<p>If a QP declaration prepared under subsection 22(3) was provided, retain the declaration for a minimum of two years from the date the excess soil was deposited at the landfill or dump. It is advisable to retain documentation supporting the declaration as well.</p>

## **2) Owners and operators of sites loading excess soil for transportation**

- Liaise with the owner or operator of the landfill and dump in advance of transporting the excess soil, for any of the possible exceptions by which excess soil that would be restricted may be accepted under subsection 22(2) or subsection 22(3) of the regulation.
- Provide sampling results (if available) for the site and be able to provide assessments or answer questions about site use and history.
- If a QP declaration is received from the QP, retain it for at least two years from the date the excess soil was deposited at the landfill or dump. It is advisable to retain documentation supporting the declaration as well.

## **3) Qualified Persons**

- On behalf of the owner or operator of the generating site, a QP may liaise with the owner or operator of the landfill or dump in advance of transporting the excess soil, for any of the possible exceptions by which excess soil that would be restricted may be accepted under subsection 22(2) or subsection 22(3) of the regulation.
- Prepare the declaration if seeking to landfill excess soil under subsection 22(3) of the regulation and provide it to the owner or operator of the landfill or dump.
- Retain the declaration for a minimum of seven years after the day the declaration is prepared. It is advisable to retain documentation supporting the declaration as well.

## **Suggested template for a QP Declaration under Subsection 22(3)**

Note: This form is provided as an example template to support QPs in making a declaration under subsection 22(3) of Ontario Regulation 406/19 (On-Site and Excess Soil Management) under the *Environmental Protection Act*. This is done when the restriction in subsection 22(1) on depositing excess soil that meets a certain quality standard (Table 2.1 RPI) applies and a QP has determined that, because one of the criteria set out in subsection 22(4) applies, it would be inappropriate to deposit the excess soil for final placement at a reuse site. This form can be modified.

This is not a form required to be used under section 27 of the Excess Soil Regulation. This form is an example only and should not be construed as legal advice or substitute for seeking independent legal advice on any issues related to the Regulation, including the required contents of a QP's declaration prepared pursuant to subsections 22(3), (4), and (5). In the event of any inconsistency between the Regulation and this document, the Regulation will always take precedence.

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### **Disposal of Excess Soil as Waste:**

#### **Qualified Person Declaration under Subsection 22(3) of O. Reg. 406/19**

This document may be completed as part of completing a declaration under subsection 22(3) of O. Reg. 406/19 (On-Site and Excess Soil Management) by a qualified person for the site(s) listed below, where excess soil is loaded for transportation to and disposal as waste within the landfill or dump. For the purposes of this declaration, a qualified person is a professional engineer or professional geoscientist in Ontario.

**Type of site where  
excess soil was loaded:**

- Project area
- Class 1 soil management site
- Class 2 soil management site
- Other (local waste transfer facility, depot, other) \_\_\_\_\_

**Address of site where  
excess soil was loaded:**

**Name and address of  
landfill or dump:**

**Name and employer of  
Qualified Person:**

**Credential of Qualified  
Person**

- Professional Engineer in Ontario
- Professional Geoscientist in Ontario

**The amount of excess  
soil to be deposited at  
the landfilling site or  
dump (cubic metres)**

The amount of excess soil to be deposited at the landfilling site or dump is:  
\_\_\_\_\_ cubic metres

Soil Quality Declarations (check one):

Through sampling and analysis, I have determined that the excess soil to be disposed of at the specified landfill or dump does not meet the Table 2.1 residential, parkland and institutional standards for the following parameters \_\_\_\_\_.

Sampling and analysis of the excess soil was not undertaken because this excess soil is confirmed be associated with a contaminating activity including that the excess soil originated from a part of a project area that is likely to be contaminated at a level above the Table 2.1 residential, parkland, and institutional standards by virtue of the activities or incidents known to have taken place in that part of the

project area (e.g., use as a gas station, spill clean-up). Please specify the activity that likely caused the contamination: \_\_\_\_\_.

Nature of determination that it would be inappropriate to deposit the excess soil for final placement at a reuse site (check one of the following criteria, or more than one if applicable):

- The excess soil contains a parameter for which there is no applicable excess soil quality standard and there are reasonable grounds to believe the final placement of the excess soil at a reuse site may cause an adverse effect.

List parameter(s): \_\_\_\_\_

- The excess soil contains invasive species that should not be relocated to a location other than a landfilling site or dump.

List invasive specie(s): \_\_\_\_\_

- Both of the following criteria apply:

- i. Due to the physicochemical characteristics of the excess soil, the excess soil is not suitable for reuse as structural fill at a potential reuse site.
- ii. Despite reasonable efforts having been made by the owner or operator of the site at which the excess soil was loaded for transport to identify a reuse site at which the excess soil could be used for other beneficial purposes, no such reuse site has been identified.

**Provide an explanation of how the chosen criterion applies or criteria apply (note: attachments can be provided to elaborate on these findings as needed):**

**I understand that I am making this declaration under section 22 of Ontario Regulation 406/19 and that including any false or misleading information may result in penalties under the *Environmental Protection Act*.**

**Records retention:**

This declaration must be retained by the owner or operator of the landfill or dump for a minimum of two (2) years after the day the excess soil is deposited at the landfill or dump. This declaration must be retained by the qualified person making the declaration for a minimum of seven (7) years after the date it was prepared.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

[print qualified person's name below signature]

**Stamp of Professional Engineer (P. Eng.) or Professional Geoscientist (P. Geo.)**