THE MUNICIPAL CORPORATION OF TOWNSHIP OF ARMOUR

Agenda

July 28, 2026

VIDEO RECORDING DISCLAIMER AND LAND ACKNOWLEDGEMENT:
REGULAR MEETING AT 7:00 P.M.:
Confirmation of the minutes of the regular meeting of July 14, 2026 (1)
List of proposed resolutions (2)

DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF:

DELEGATIONS:
Amy Tilley, Waste Management Administrator – July 2026 Verbal Report – *Resolution* (3)
Danika McCann, Recreation Co-ordinator – July 2026 Report (4)

ACCOUNTS FOR APPROVAL: NONE

APPLICATIONS:
Zoning By-law Amendment: 13 Garage Road/358 Chetwynd Road – Patterson (5)

BY-LAW(S):
#46-2026 – Site Plan Agreement: 233 Sunnylea Avenue / Gray (6)

REPORTS:
Historical Society – Draft minutes of meeting of July 20, 2026 (7)
ACED – DoED July 2026 Report (8)
Agricultural Society – Meeting of July 16, 2026
Any other reports?

CORRESPONDENCE: **#9 TO #14**

UNFINISHED BUSINESS:
Support Resolutions from Municipalities across Ontario: Rest Stops (15)
OLT Decision File #OLT-26-000137: PowerBank BESS OPA and ZBA (16)
Staff Report: Executed Shared Services Agreements – Arena & Waste Management (17)

NEW BUSINESS:
Northern Ontario Resource Development Support – Application for Funding - *Resolution* (18)

CLOSED SESSION: IF REQUIRED

ADJOURNMENT:

DATES TO REMEMBER:
August 3, 2026 – Armour Recreation Advisory Committee
August 3, 2026 – Civic Holiday – Office/Garage Closed, Landfill Open
August 6, 2026 - AHHC
August 11, 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, July 28, 2026 by email at clerk@armourtownship.ca

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

MINUTES

July 14, 2026

The regular meeting of the Council of the Township of Armour was held on Tuesday, July 14, 2026 at 7:00 p.m. Those in attendance were: Mayor Rod Ward; Councillors Wendy Whitwell, Dorothy Haggart-Davis; Jerry Brandt and Rod Blakelock; Delegations: Alison McGregor, Treasurer and Dave Creasor, Roads Supervisor; Guests: Diane Brandt, Ted Williams, Sheryl Gray, Tim Andrews, Nieves Guijarro, Alice Hewitt, Ryan Patterson and Andrea Patterson; Staff: Charlene Watt, Municipal Clerk, Charlotte Wagar, Office Administrator and Dave Gray, CAO.

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 TRI Council meeting held on June 22, 2026 were approved, as circulated.

The minutes of the regular Council meeting held on June 23, 2026 were approved, as circulated.

DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF:

No pecuniary interest and general nature thereof were declared.

DELEGATION:

Alison McGregor, Treasurer, provided a verbal report to Council regarding By-laws #39-2026 and #41-2026. Council members asked questions, which were addressed. For administrative purposes, both by-laws were considered during the delegation, read in their entirety, and passed by resolution. By-law #39-2026 authorizes borrowing through amortizing debentures for the purchase of a wheeled excavator. By-law #41-2026 establishes and confirms the Township's reserves and reserve funds, defines their purposes, and rescinds By-law #16-2015 and its subsequent amending by-laws.

Dave Creasor, Roads Supervisor, presented his July 2026 Report. Following a challenging spring of severe weather, flooding, and storm cleanup, Roads Department operations have shifted to scheduled summer maintenance with staggered staff time off, new equipment supporting drainage work, and routine grading limited due to dry conditions, while all core capital projects remain on schedule. Seasonal maintenance activities, including roadside mowing, dust suppression, brushing, gravel resurfacing, and Ferguson Road surface treatment, have progressed as planned, and Skyline Drive has received a preventative micro seal treatment to extend pavement life and improve winter traction. Questions were asked and answered.

ACCOUNTS FOR APPROVAL:

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

APPLICATIONS:

Council reviewed an application for a site plan from Sheryl Gray for 233 Sunnylea Avenue. Council passed a resolution authorizing the municipal planner to proceed with drafting the site plan agreement.

APPLICATIONS: Cont'd.

Council reviewed a request to amend Consent Application B-015/25, submitted by Andrea Patterson and Ryan Patterson, for the severance of lands municipally known as 13 Garage Road/358 Chetwynd Road. The amendment was requested to permit an easement over the retained lands, as an existing hydro service has been installed across the retained lands to service the severed parcel. Council passed a resolution supporting the amendment to the conditions of consent.

BY-LAWS:

By-law #38-2026 being a by-law to confirm the proceedings of Council at its June 2026 meetings was read in its entirety and passed by resolution.

By-law #39-2026 being a by-law to authorize the borrowing upon amortizing debentures for the purchase of the wheeled excavator was passed during the Treasurer's delegation.

By-law #40-2026 being a by-law to amend By-law #61-2024 to enter into a shared service agreement with the Township of Perry for the services of Chief Building Officials/Building Inspectors for the Township of Armour was read in its entirety and passed by resolution.

By-law #41-2026 being a by-law to create and/or confirm the reserves and reserve funds and their purpose for Armour Township and to rescind By-law #16-2015 and the amending By-laws #30-2016, #58-2018, #43-2019, #36-2020, #29-2021 and #60-2022 was passed during the Treasurer's delegation.

By-law #42-2026 being a by-law to establish schedules of retention and disposition for all records maintained by the Township and to rescind By-law #30-2021 was read in its entirety and passed by resolution.

By-law #43-2026 being a by-law to accept a transfer of land described as Part Lot 7, Concession 11, Parts 1 and 2 of Registered Plan 42R-23026 was read in its entirety and passed by resolution.

By-law #44-2026 being a by-law to establish a public highway over lands described as Part Lot 7, Concession 11, Parts 1 and 2 of Registered Plan 42R-23026 was read in its entirety and passed by resolution.

By-law #45-2026 being a by-law to appoint RSM Building Consultants to provide building permit application and plan review services for the Township of Armour was read in its entirety and passed by resolution.

REPORTS:

Council reviewed the July 2026 Planning Report.

Council reviewed the July 2026 Building Permit Report.

A verbal update was given on the June 24, 2026 Planning Board meeting. Council reviewed the minutes from the May 27, 2026 regular meeting and hearing. The next meeting will be held in August, 2026.

A verbal report was given on the June 25, 2026 ACED Board meeting, Council reviewed the minutes from the May 28, 2026 meeting, the monthly Director of Economic Development Report and the 2026 AHSS Student Engagement Report. The next meeting will be held in September, 2026.

A verbal report was given on the July 9, 2026 MAHC meeting. Council reviewed the October 9, 2025 meeting minutes.

Council reviewed the June 22, 2026 TRI Council notes.

REPORTS: Cont'd.

Council reviewed the June 2026 report from the North Bay Parry Sound District Health Unit's Medical Officer.

Council reviewed the Almaguin OPP Detachment Board's July 8, 2026 agenda, minutes from the April 8, 2026 meeting, the OPP 2025 Annual Report and a report from the municipal representative on the spring conference.

A verbal report was given on the July 9, 2026 DSSAB meeting.

A verbal update was given on the Almaguin Community Hatchery summer public relations initiatives.

CORRESPONDENCE:

Council reviewed a resolution from the Village of Sundridge petitioning the province to consider pilot projects to evaluate innovative road visibility and reflective safety enhancements on Highway 11 and Highway 17. Council passed a supporting resolution.

Council reviewed a resolution from the Town of Whitby requesting that the province conduct a review of the Ontario Land Tribunal authority and enhance deference to municipal planning decisions. Council passed a supporting resolution.

Council reviewed a letter and resolution from the North Bay Parry Sound District Health Unit calling on municipalities within the region to promote community safety and well being by not permitting BYO alcohol permits. Council passed a supporting resolution.

Council reviewed an Ontario News Release advising that the province is raising speed limits on most provincial highways.

Council reviewed an Ontario News Release advising that the province is launching a new digital fishing and hunting licensing service.

Council reviewed a resolution from the Village of Burk's Falls supporting the retention of the cancer/oncology clinic at the Huntsville Memorial Hospital site.

Council reviewed a resolution from the Township of Perry supporting the retention of the cancer/oncology clinic at the Huntsville Memorial Hospital site.

Council reviewed a resolution from the Township of Ryerson supporting entering into shared services agreements for the Arena and Landfill.

Council reviewed a notice from the Township of Ryerson of a public open house and statutory public meeting for the updating of their official plan and zoning by-law.

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

UNFINISHED BUSINESS:

Council reviewed resolutions from the Municipality of Brooke-Alvinston, The Municipality of Centre Hastings and Village of South River supporting the Township of Armour's resolution #2026-158 regarding increased rest stops along the Hwy 11 and Hwy 17 corridor.

Council reviewed the minutes of settlement for the PowerBank OLT appeal and passed a resolution authorizing the CAO to execute the document between the Township of Armour and PowerBank and to implement the terms. Councillor Brandt exercised Section 13.4 of the Council Procedures By-law 17-2025.

UNFINISHED BUSINESS: Cont'd.

Council reviewed a staff report from the CAO providing suggestions regarding the Almaguin Health Hub expression of interest results. Council passed a resolution approving the recommendations.

Council reviewed and discussed a staff report from the CAO regarding flood response support considerations. Questions were asked and answered. Council passed a resolution directing the CAO to implement option #4 and to take no further support or response actions.

NEW BUSINESS:

Council reviewed correspondence from the Perth & District Library advising that the Town of Perth has secured a delegation meeting at the AMO Conference to discuss provincial library funding and is seeking municipal representatives to attend the delegation and show broader municipal support. Council requested a support resolution be circulated for their consideration.

CLOSED SESSION:

The purpose of the closed meeting under Section 239(2) (c) of the Municipal Act to discuss a proposed or pending acquisition or disposition of land by the municipality or local board. A resolution was passed to move into closed session at 8:50 p.m.

A resolution was passed to move out of the closed session at 9:04 p.m. and reconvened in open session. The Mayor reported on the item that was discussed in the closed session.

RESOLUTIONS:

Resolution #2026-193 - Moved by Jerry Brandt, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour approve the minutes of the TRI Council meeting held on June 22, 2026, as circulated. Carried

Resolution #2026-194 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Council of the Township of Armour approve the minutes of the regular Council meeting held on June 23, 2026, as circulated. Carried

Resolution #2026-195 - Moved by Rod Blakelock, seconded by Jerry Brandt; That the Council of the Township of Armour approve the July 2026 accounts, in the amount of $1,008,649.63 for payment, and the Mayor and the Treasurer are hereby authorized to sign cheques for same. Carried

Resolution #2026-196 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Council of the Township of Armour accept the application for site plan approval, submitted by Sheryl Gray, Plan M101 Lot 32, and Part Original Shore Road Allowance in front of Lot 18, Concession 3, Part 1 of 42R-10058 described as 233 Sunnylea Avenue, and request the municipal planner proceed with drafting the site plan agreement. Carried

Resolution #2026-197 - Moved by Jerry Brandt, seconded by Rod Blakelock; WHEREAS the Township of Armour received and considered Consent Application B-015/25 submitted by Andrea Patterson and Ryan Patterson for the severance of lands municipally known as 13 Garage Road/358 Chetwynd Road and it has been identified that an existing hydro service has been installed across the retained lands to service the severed lands, requiring an easement over the retained lands;

AND WHEREAS the creation and registration of the easement is necessary to ensure the continued operation, access, and maintenance of the hydro service serving the severed lands;

RESOLUTIONS: Cont'd.

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Armour supports amending the conditions of Consent Application B-015/25 to include a condition requiring the creation and registration of an easement over the retained lands for the existing hydro service serving the severed lands, and that the Planning Board be advised of Council's support. Carried

Resolution #2026-198 - Moved by Dorothy Haggart-Davis, seconded by Wendy Whitwell; That the Council of the Township of Armour have read and approve By-law #38-2026 being a by-law to confirm the proceedings of Council at its June 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 #2026-199 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Council of the Township of Armour have read and approve By-law #39-2026 being a by-law to authorize long-term borrowing pursuant to the issue of debentures to Ontario Infrastructure and Lands Corporation ("OILC") in the principal amount of $250,000.00 towards the cost of the capital works and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-200 - Moved by Jerry Brandt, seconded by Rod Blakelock; That the Council of the Township of Armour have read and approve By-law #40-2026, being a by-law to amend By-law #61-2024 and the Shared Service Agreement with the Township of Perry for the provision of Chief Building Official and Building Inspector services to the Township of Armour and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-201 - Moved by Jerry Brandt, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour have read and approve By-law #41-2026, being a by-law to create and/or confirm the reserves and reserve funds and their purpose for Armour Township and to rescind By-law #16-2015 and the amending By-laws #30-2016, #58-2018, #43-2019, #36-2020, #29-2021 and #60-2022 and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-202 - Moved by Wendy Whitwell, seconded by Rod Blakelock; That the Council of the Township of Armour have read and approve By-law #42-2026 being a by-law to establish schedules of retention periods for documents, records and other papers of the municipality and to repeal By-law #30-2021 and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-203 - Moved by Jerry Brandt, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour have read and approve By-law #43-2026 being a by-law to accept a transfer of land described as Part Lot 7, Concession 11; designated as Parts 1 and 2 on Plan 42R-23026, Part 1 being the travelled portion on Pickerel and Jack Lake Road and Part 2 being a parcel of surplus land fronting Pickerel and Jack Lake Road in the Township of Armour and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-204 - Moved by Wendy Whitwell, seconded by Jerry Brandt; That the Council of the Township of Armour have read and approve By-law #44-2026 being a by-law to establish a public highway over lands described as Part Lot 7, Concession 11, designated as Parts 1 and 2 on Plan 42R-23026 and being the travelled portion on Pickerel and Jack Lake Road in the Township of Armour and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

RESOLUTIONS: Cont'd.

Resolution #2026-205 - Moved by Rod Blakelock, seconded by Jerry Brandt; That the Council of the Township of Armour have read and approve By-law #45-2026 being a by-law to appoint RSM Building Consultants to provide building permit application and plan review services for the Township of Armour and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto. Carried

Resolution #2026-206 - Moved by Dorothy Haggart-Davis, seconded by Rod Blakelock; That the Council of the Township of Armour supports the Village of Sundridge and urges the Province of Ontario and the Ministry of Transportation to prioritize enhanced roadway visibility and reflective safety measures, including pilot projects in Northern Ontario, to improve safety on Highways 11 and 17. Carried

Resolution #2026-207 - Moved by Wendy Whitwell, seconded by Jerry Brandt; That the Council of the Township of Armour supports the Town of Whitby and requests that the Province of Ontario review the role of the Ontario Land Tribunal, provide greater deference to municipal planning decisions, respect public consultation, improve transparency and accountability, and reduce the financial burden on municipalities defending planning decisions. Carried

Resolution #2026-208 - Moved by Dorothy Haggart-Davis, seconded by Rod Blakelock; That the Council of the Township of Armour supports the North Bay Parry Sound District Health Unit Board of Health's resolution and commits to maintaining an evidence-informed Municipal Alcohol Policy for the Township of Armour that discourages Bring-Your-Own alcohol at outdoor public events or, where permitted, evaluates requests on a case-by-case basis with appropriate safeguards to protect public health, safety, and community well-being. Carried

Resolution #2026-209 - Moved by Rod Blakelock, seconded by Wendy Whitwell; WHEREAS PowerBank submitted applications to amend the Township of Armour Official Plan and Township of Armour Zoning By-law 27-95, as amended, to permit the development of a Battery Energy Storage System on the lands municipally known as 219 Peggs Mountain Road;

AND WHEREAS the applications were appealed to the Ontario Land Tribunal under Case No. OLT-26-000137;

AND WHEREAS the Township of Armour, through its legal counsel, has negotiated Minutes of Settlement with PowerBank to resolve the Ontario Land Tribunal appeal, which establish the terms upon which the Township will support the proposed Official Plan Amendment and Zoning By-law Amendment, together with conditions respecting the submission and review of detailed engineering, emergency response, and firefighter training plans prior to the issuance of building permits;

AND WHEREAS Council notes that no Community Benefit Agreement has been offered or executed in connection with the proposed development and it remains the observation of the Township that such benefits have been made available to other municipalities hosting similar Battery Energy Storage System projects;

AND WHEREAS Council is of the opinion that there is potential for unforeseen expenses to the Township and/or neighbouring municipalities and/or cost increases related to the development and presence of a Battery Energy Storage System that may be partially or fully compensated through a Community Benefit Agreement;

AND WHEREAS Council acknowledges that completion of the Township's peer review of the Stormwater Management Plan within the 45-day timeframe may be affected by various stages of the review process, and that the Township will make every reasonable effort to complete the review as expeditiously as possible;

RESOLUTIONS: Cont'd.

AND WHEREAS, as of the date of this Resolution, PowerBank and the property owner have not provided the executed Cost Acknowledgement Forms or the required deposit for the Township's peer reviews, which may affect the timing and commencement of the peer review process;

AND WHEREAS Council further confirms that the proposed development shall be subject to Site Plan Control, and that all recommendations, mitigation measures, design criteria, monitoring requirements and commitments identified in the supporting studies, technical reports, environmental reports, engineering reports and other documents submitted in support of the applications shall be incorporated into the Site Plan Agreement and implemented to the satisfaction of the Township, where applicable;

AND WHEREAS Council requires, as a condition of Site Plan Approval, that the Battery Energy Storage System shall not become operational until the dry hydrant has been designed, installed, tested, and confirmed operational to the satisfaction of the Township and its Fire Department;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Armour have read and approve and authorize the Chief Administrative Officer to execute the Minutes of Settlement between the Township of Armour and PowerBank to implement the terms of the Minutes of Settlement. Carried

Resolution #2026-210 - Moved by Jerry Brandt, seconded by Dorothy Haggart-Davis; THAT the Staff Report from the Chief Administrative Officer dated July 14, 2026 regarding the results of the Almaguin Health Hub Request for Expressions of Interest be received and that staff be directed to suspend the public promotion of the Request for Expressions of Interest pending further direction from Council;

AND FURTHER THAT staff be authorized to provide the Request for Expressions of Interest to prospective partners on a case-by-case basis where opportunities are identified. Carried

Resolution #2026-211 - Moved by Jerry Brandt, seconded by Dorothy Haggart-Davis; That the Staff Report from the Chief Administrative Officer dated July 14, 2026 regarding Flood Damage Relief Options be received and that staff be directed to implement option #4, to take no further support or response action. Carried

Resolution #2026-212 - Moved by Rod Blakelock, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour hereby move into a closed session at 8:50 p.m. as per Section 239(2) (c) of the Municipal Act to discuss a proposed or pending acquisition or disposition of land by the municipality or local board. Carried

Resolution #2026-214 - Moved by Jerry Brandt, seconded by Wendy Whitwell; That the Council of the Township of Armour hereby adjourn and move out of closed session at 9:04 p.m. and report. Carried

Resolution #2026-215 - Moved by Wendy Whitwell, seconded by Dorothy Haggart-Davis; That the Council of the Township of Armour adjourns this regular council meeting at 9:05 p.m. until the next regular council meeting scheduled for July 28, 2026 or at the call of the Mayor or the Clerk. Carried

____
Rod Ward, Mayor

____
Charlene Watt, Municipal Clerk

(2)

LIST OF PROPOSED RESOLUTIONS FOR JULY 28, 2026

ITEM # ON AGENDA (1)

That the Council of the Township of Armour approve the minutes of the regular Council meeting held on July 14, 2026, as circulated.

ITEM # ON AGENDA (3)

WHEREAS the processing and maintenance building at the TRI R Landfill and Recycling Centre, located at 141 Chetwynd Road, Concession 8, Part Lot 8, was destroyed by fire on July 17, 2026; and
WHEREAS the property is owned by the Village of Burk's Falls and the TRI R Landfill and Recycling Centre is administered by the Township of Armour on behalf of the participating municipalities; and
WHEREAS Section 41 of the Planning Act authorizes municipalities to establish site plan control over development but does not require a municipality to apply site plan control to municipal projects; and
WHEREAS Council considers the reconstruction of the building to be an essential municipal infrastructure project and wishes to expedite its construction;
NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Armour hereby exempts the reconstruction of the processing and maintenance building at the TRI R Landfill and Recycling Centre, located at 141 Chetwynd Road, Concession 8, Part Lot 8, from the requirements of the Township of Armour's Site Plan Control By-law.

ITEM # ON AGENDA (5)

That the Council of the Township of Armour accept the application for a zoning by-law amendment, submitted by Andrea Patterson, Concession 8, Part Lot 11, 42R-22861 Parts 1 to 5, fronting Chetwynd Road and request the municipal planner proceed with drafting the zoning amendment by-law.

ITEM # ON AGENDA (6)

That the Council of the Township of Armour have read and approve By-law #46-2026 being a by-law to authorize the execution of a Site Plan Agreement between Sheryl Elizabeth Gray. and the Township of Armour with respect to Plan M101, Lot 32, known municipally as 233 Sunnylea Avenue, and that we authorize the Mayor and Clerk to sign this by-law and affix the seal of the Corporation thereto.

ITEM # ON AGENDA (9)

That the Council of the Township of Armour supports the Municipality of Trent Lakes and the County of Peterborough and urges the Province of Ontario to prioritize the review of data related to non-resident property owners to ensure voters lists are as accurate as possible prior to August 14, 2026.

ITEM # ON AGENDA (10)

that the Council of the Township of Armour supports Top Aggregate Producing Municipalities of Ontario (TAPMO) and their request to the Province of Ontario to provide policy clarification regarding importation, processing and blending under the Aggregate Resources Act.

ITEM # ON AGENDA (18)

That the Council of the Township of Armour approves the application submitted to Northern Ontario Resources Development Support Fund (NORDS) for funding to be used for the Armour Road Revitalization Project and confirms that the Township of Armour will fund their share of the project and any shortfall which may occur with this project.

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 August 11, 2026 or at the call of the Mayor or the Clerk.

(3)

DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
P0A 1C0

(705) 382-3332
(705) 382-2954
Fax: (705) 382-2068
Email: admin@armourtownship.ca
Website: www.armourtownship.ca

Date: **July 28, 2026**

Motion # 2026-217

WHEREAS the processing and maintenance building at the TRI R Landfill and Recycling Centre, located at 141 Chetwynd Road, Concession 8, Part Lot 8, was destroyed by fire on July 17, 2026; and

WHEREAS the property is owned by the Village of Burk's Falls and the TRI R Landfill and Recycling Centre is administered by the Township of Armour on behalf of the participating municipalities; and

WHEREAS Section 41 of the Planning Act authorizes municipalities to establish site plan control over development but does not require a municipality to apply site plan control to municipal projects; and

WHEREAS Council considers the reconstruction of the building to be an essential municipal infrastructure project and wishes to expedite its construction;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Armour hereby exempts the reconstruction of the processing and maintenance building at the TRI R Landfill and Recycling Centre, located at 141 Chetwynd Road, Concession 8, Part Lot 8, from the requirements of the Township of Armour's Site Plan Control By-law.

Moved by:			**Seconded by:**		
	Blakelock, Rod	☐		Blakelock, Rod	☐
	Brandt, Jerry	☐		Brandt, Jerry	☐
	Haggart-Davis, Dorothy	☐		Haggart-Davis, Dorothy	☐
	Ward, Rod	☐		Ward, Rod	☐
	Whitwell, Wendy	☐		Whitwell, Wendy	☐

Carried / Defeated ____________________

Declaration of Pecuniary Interest by: ____________________

Recorded vote requested by: ____________________

Recorded Vote:	For	Opposed
Blakelock, Rod	☐	☐
Brandt, Jerry	☐	☐
Haggart-Davis, Dorothy	☐	☐
Ward, Rod	☐	☐
Whitwell, Wendy	☐	☐

(4)

STAFF REPORT

Date: July 22, 2026

To: Council

From: Danika McCann – Recreation Coordinator

Subject: July Update

Katrine Family Baseball Tournament

The 2026 Katrine Family Baseball Tournament was another tremendous success. The weekend was filled with great sportsmanship, community spirit, and family fun despite the extremely hot weather.

Congratulations to:

- **Champions:** Snot Ballers
- **Runners-Up:** Bush Ballers

A huge thank you goes to Kendra Rodgers, who once again volunteered her time to organize and manage the tournament. The event was exceptionally well run, and her organization and dedication played a major role in the tournament's success.

Township staff managed the licensed bar throughout the weekend, while the Emsdale Agricultural Society operated the food booth.

One of the highlights of the weekend was the Glow in the Dark Dance on Saturday evening. Although some teams chose not to attend after spending the day competing in the scorching heat, four teams participated along with many team family members, friends, and members of the public. The event exceeded our expectations and proved to be a worthwhile addition to the tournament weekend.

Throughout the weekend there was continued excitement surrounding the future improvements to our ball field. It is encouraging to see so much community support and enthusiasm for the vision of eventually having a flat, upgraded playing surface.

We are also extremely grateful to the Jays Care Foundation for supporting us once again this year. Their generous donation of bats, gloves, baseball equipment, and educational resources continues to help grow the sport locally and provides excellent opportunities for our youth.

Summer Day Camp

Summer Day Camp officially began on July 2, and our staff have been doing an outstanding job. They have demonstrated tremendous enthusiasm, professionalism, and care while creating a fun and welcoming environment for all campers.

While registration numbers have been slightly lower than anticipated, conversations with several neighboring municipalities and organizations indicate that many camps and summer programs are experiencing similar trends this year.

Despite this, the feedback from families has been exceptional. Parents have expressed how appreciative they are that Armour continues to offer a local day camp program,

Our excursions continue to be one of the most positively received aspects of the program. Families have shared how much they appreciate the variety of experiences provided and the effort staff put into creating memorable summers for the children.

Day Camp Participant Municipality Breakdown

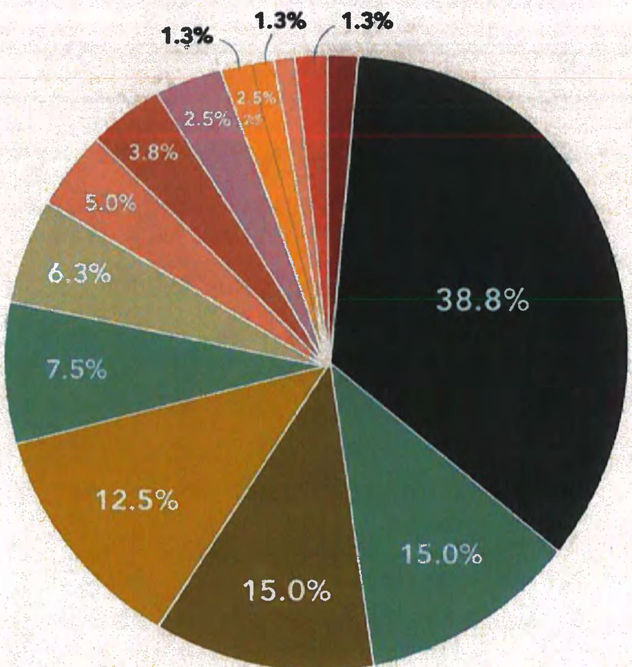
The attached participant municipality breakdown highlights the impressive reach of Armour Recreation programming. While Township of Armour residents represent the largest single group of participants, the majority of registrations come from outside the Township, demonstrating that our programs are attracting people from across the Almaguin Highlands and well beyond.

Participants travelled from neighbouring municipalities including Burk's Falls, Perry, Ryerson, McMurrich-Monteith, Huntsville, Kearney, and South River, as well as from communities farther away such as Toronto and Fort Erie. We even welcomed a participant from Bermuda, showcasing that the reach of our programming extends far beyond our local area.

Whether participants are travelling from a neighboring township or from hundreds or even thousands of kilometers away, it demonstrates the reputation Armour Recreation is building for offering quality, affordable, and welcoming recreation opportunities. Our events and programs are drawing people into the Township, increasing awareness of our community and supporting local facilities and businesses. This regional and, in some cases, international participation reflects the positive impact Armour Recreation continues to have and reinforces its role as a destination for recreation and community events.

2026 DAY CAMP

Participants by Municipality



Municipality	#	%
Township of Armour	31	38.8%
Village of Burk's Falls	12	15.0%
Township of Ryerson	12	15.0%
Township of Perry	10	12.5%
Town of Huntsville	6	7.5%
Township of McMurrich-Monteith	5	6.3%
Town of Kearney	4	5.0%
Township of Strong	3	3.8%
Village of South River	2	2.5%
Township of Muskoka Lakes (Utterson)	2	2.5%
City of Toronto	2	2.5%
Township of Fort Erie (Ridgeway)	1	1.3%
Centre Wellington (Fergus)	1	1.3%
Pembroke Parish, Bermuda	1	1.3%

Armour's Gala

Ticket sales have officially launched for Armour's Gala, and the response has been outstanding.

Within the first 24 hours, 52 of the 120 tickets were taken. In addition, we have six full tables (48 tickets) pending from returning and new guests who reached out prior to the launch trying to reserve their tables as they have heard great feedback from previous gala events.

The early response demonstrates the continued popularity of this event and suggests another successful Gala this fall. It is encouraging to see so many returning supporters committed to helping raise funds for our recreation programs and community initiatives.

(5)

RECEIVED

JUL 15 2026

TOWNSHIP OF ARMOUR

TOWNSHIP OF ARMOUR

Application for a Zoning By-law Amendment Under Section 34 of the Planning Act

1. General Information

Registered Owner Andrea Patterson	Telephone No.
Address	Postal Code
Applicant / Agent E.J. Williams Surveying Limited	Telephone No.
Address 387 Muskoka Rd 3 North, Huntsville, ON	Postal Code P1H 1C5
Agent or Solicitor E.J. Williams Surveying Limited - Agent	Telephone No.
Address As Above	Postal Code
Mortgagee None	Telephone No.
Address	Postal Code

All correspondence should be sent to: ☐ Owner ☐ Applicant ☑ Agent/Solicitor

2. Location of Property

Lot	Concession		
11	8		
Registered Plan No.	Lot(s)	Reference Plan No.	Part(s)
		42R-22861	Parts 1-5
Municipal Address			Parcel No.
358 Chetwynd Rd			PIN 52145-0234

3. Particulars of Property (in metric and imperial units)

Frontage	Depth	Area
123.851m	405.456m	5.029 ha

4. Related Land Division

a. How long has the subject property been in the owner's possession?

b. Is the 66 ft. shore road allowance owned by the applicant (if applicable)? ☐ Yes ☑ No

c. If consent to sever is required, has a severance application been made?

☐ No ☑ Yes File No. B-015/25

Note: If a decision on the severance has been made, please enclose a copy of the decision with this application.

d. Does the proposed amendment involve a subdivision or condominium application?

☑ No ☐ Yes Ministry of Municipal Affairs No. ____________

RESOLUTION 14

TOWNSHIP OF ARMOUR
Application for a Zoning By-law Amendment
Under Section 34 of the Planning Act

5. **Existing Use of Property**

☐ Permanent Residential ☐ Seasonal Cottage ☑ Industrial ☐ Commercial
☐ Farmland ☐ Vacant ☐ Other

6. **List any Existing Buildings or Structures on the Property**

Buildings or Structures	All Yard Setbacks				Building Dimensions	Ground Floor Area	Building Height	Year Erected (if known)
	Front	Rear	Side	Side				
1. Warehouse	97.51	283.1	35.28	78.90	12.2x22.32	278.5sq.m	1Storey	
2. Fabric Covered Bk	122.78	257.1	46.96	69.14	8.84x12.01	107.6 sq.m	1 Storey	
3.								

7. **Previous Use of Property** (Before Present Use)

☐ Residential ☐ Industrial ☐ Commercial ☐ Farmland
☑ Vacant ☐ Other

8. Proposed Use of Property, and why the Amendment is Required

☐ Residential ☑ Industrial ☐ Commercial ☐ Farmland
☐ Vacant ☑ Other required by B-015/25

Need for Amendment Suggested by Armour Planner to re-zone to M (Rural Industrial) to accommodate for the existing business on the lands. No residential dwelling is situate on the lands

9. **List of Proposed Buildings or Structures** (Zoning Application Only)

Buildings or Structures	All Yard Setbacks				Building Dimensions	Ground Floor Area	Building Height
	Front	Rear	Side	Side			
1. Roofed Storage	115.86	276.3	35.28	78.90	10.89x8.78	95.6sq.m.	1 Storey
2. 1 Storey Addition	131.75	257.1	46.96	38.33	12.19x11.58	141.2 sq.m.	1 Storey 7m
3.							

10. **Armour Township Official Plan Designation**

Existing Rural

Proposed

11. **Armour Township Zoning**

Existing Rural

Proposed Rural Industrial

12. Types of Servicing

This property will be serviced by (please check appropriate boxes):

i. Water Supply ☑ Private Well ☐ Other (specify) ______

ii. Sewage Disposal ☑ Private Septic ☐ Other (specify) ______

ii. Storm Drainage System ☑ Ditches or Swales ☐ Pipes/Culverts

iv. Road Access and/or Frontage
☑ Name of Road Chetwynd Road
☑ A Local Public Road
☐ Water Access Only
☐ A Provincial Highway
☐ Private Road or Right-of-Way
☐ Other (specify) ______

v. Lake Frontage ☐ Name of Lake ______

13. Affidavit or Sworn Declaration

I, Andrea Patterson of the Twp of Armour

in the District of Parry Sound
(District, Region or County)

make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true, and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "Canadian Evidence Act".

Sworn (or declared before me)

at the Township of Armour
(Municipality)

in the District of Parry Sound
(District, Region or County)

this 15th day of July, 2026.

Andrea Patterson
Applicant's Signature

Challene Watt
Commissioner of Oaths

Conditions cont'd.

6. Prior to the finalization of consent, the District Planning Board must be advised in writing by the Township of Armour that the Roads Supervisor has confirmed that a suitable location for a new entrance on the proposed severed lot can be properly constructed to municipal standards. Should signage be required, such as hidden driveway sign(s), the Applicant must cover the costs of the signs and posts.

7. Prior to the finalization of consent, the District Planning Board must be advised in writing by the Township of Armour that the severed parcel has been rezoned to permit the existing business and provide special provisions to legalize its conversion from an existing home industry.

8. Prior to the finalization of consent, the District Planning Board must be advised in writing by the Township of Armour that the applicant has entered into a Site Plan Agreement to address seasonal road damage issues of access and parking on Chetwynd Road and to specify standard site storage buffering and setbacks for rural industrial uses.

9. Prior to the finalization of consent, the District Planning Board must be advised in writing by TransCanada Pipelines that the Proponent has entered into an agreement with TCPL to be registered on title prior to the registration of a reference plan. The conditions, restrictions or covenants specified by TransCanada Pipelines Limited (TCPL) shall be registered on title (by agreement) in relations to the "Lands" by way of application to register conditions, restrictions or covenants as applicable, pursuant to the Land Titles Act or any amendments thereto.

   The agreement shall contain the items outlined below. TCPL can provide a template for the agreement at the Proponent's request.

   1. Written consent must be obtained from TCPL prior to undertaking the following activities:
      a. Constructing or installing a Facility across, on, along or under a TCPL Pipeline Right-of-Way Facility may include, but is not limited to: driveways, roads, access ramps, trails, pathways, utilities, berms, fences/fence posts (Facility");
      b. Conducting ground disturbance (excavation or digging) on TCPL Pipeline Right-of-Way or within 30 metres of the centreline of the pipe (the "Prescribed Area");
      c. Driving a vehicle, mobile equipment or machinery across a TCPL Pipeline Right-of-Way outside the travelled portion of a highway or public road;
      d. Using any explosives within 300 metres of TCPL Pipeline Right-of-Way; and,
      e. Use of TCPL Prescribed Area for storage purposes.

   How to apply for written consent:
   - Determine the location of your work relative to a TCPL Pipeline Right-of-Way.
     - When planning, and before any of the work or activities, listed above, can begin, a request for written consent must be submitted to TCPL through its online application form
     - Location of the work is required, along with the proximity to TCPL Pipeline Right-of-Way.
     - This information can be obtained through survey plans, or through a locate request regional TCPL representative through a locate request.
   - Make a locate request online to the One-Call Centre: ClickBeforeYouDig.com or ontarioonecall.ca.

SCHEDULE B

SKETCH FOR RE-ZONING PURPOSES

PREPARED FOR RYAN PATTERSON

SCALE = 1 : 500

THE INTENDED PLOT SIZE OF THIS PLAN IS 914mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1 : 500

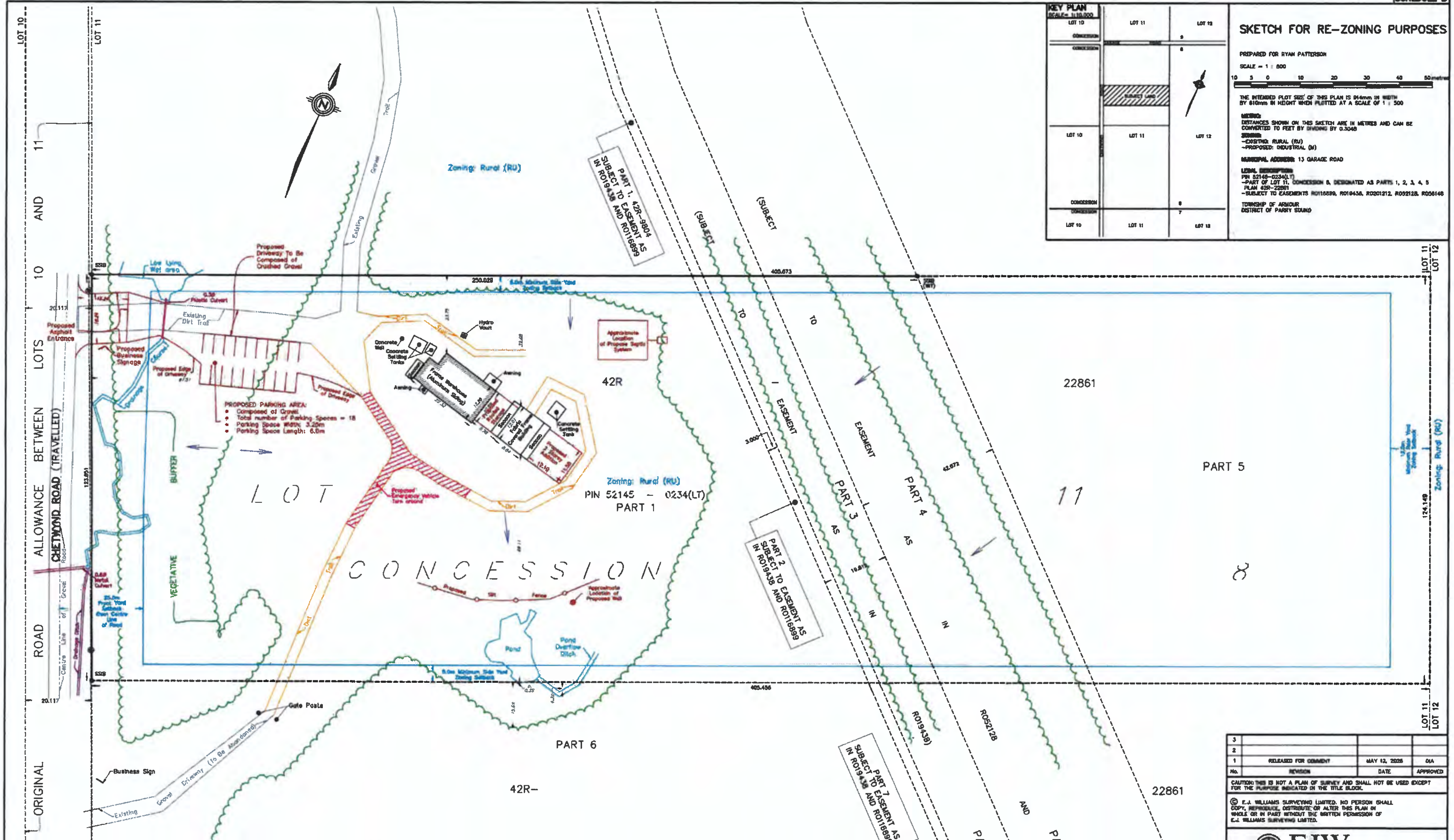
METRIC:
DISTANCES SHOWN ON THIS SKETCH ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

ZONING:
-EXISTING: RURAL (RU)
-PROPOSED: INDUSTRIAL (M)

MUNICIPAL ADDRESS: 13 GARAGE ROAD

LEGAL DESCRIPTION:
PIN 52145-0234(LT)
-PART OF LOT 11, CONCESSION 8, DESIGNATED AS PARTS 1, 2, 3, 4, 5 PLAN 42R-22861
-SUBJECT TO EASEMENTS RO116899, RO19438, RO201212, RO52128, RO56146

TOWNSHIP OF ARMOUR
DISTRICT OF PARRY SOUND



LOT STATISTICS	BUILDING HEIGHT	EXISTING	PROPOSED
FEATURE	(METRES)	AREA (SQUARE METRES)	AREA (SQUARE METRES)
PIN 52145-0234(LT)		60,290	60,290
FRAME WAREHOUSE & AWNINGS	6.53	278.5	278.5
FABRIC COVERED FRAME BUILDING	6.00	107.6	107.6
PROPOSED 2 STOREY ADDITION			141.2
PROPOSED ROOF ADDITION			95.8
LOT COVERAGE		0.6%	1.2%

LEGEND:
DENOTES WOOD POLE
DENOTES GUY LINE ANCHOR
DENOTES AERIAL UTILITY WIRE
DENOTES SURVEY MONUMENT FOUND
DENOTES SURVEY MONUMENT PLANTED
DENOTES BUSHLINE
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
IB DENOTES IRON BAR
P DENOTES POND
WIT DENOTES WITNESS
DENOTES DIRECTION OF OVERLAND FLOW
DENOTES SURVEYED BOUNDARY
DENOTES COMPILED BOUNDARY

NOTES:
INFORMATION SHOWN HEREON IS BASED ON FIELDWORK COMPLETED ON APRIL 29, 2028, LINEWORK PROVIDED BY THE CLIENT AND SATELLITE IMAGERY

PROPOSED PARKING SPACES:
THE NUMBER OF PROPOSED PARKING SPACES ARE IN ACCORDANCE WITH SECTIONS 2.143, 2.144 AND 5.21 OF OF THE ARMOUR ZONING BY-LAW, CONSOLIDATED JULY 9, 2025

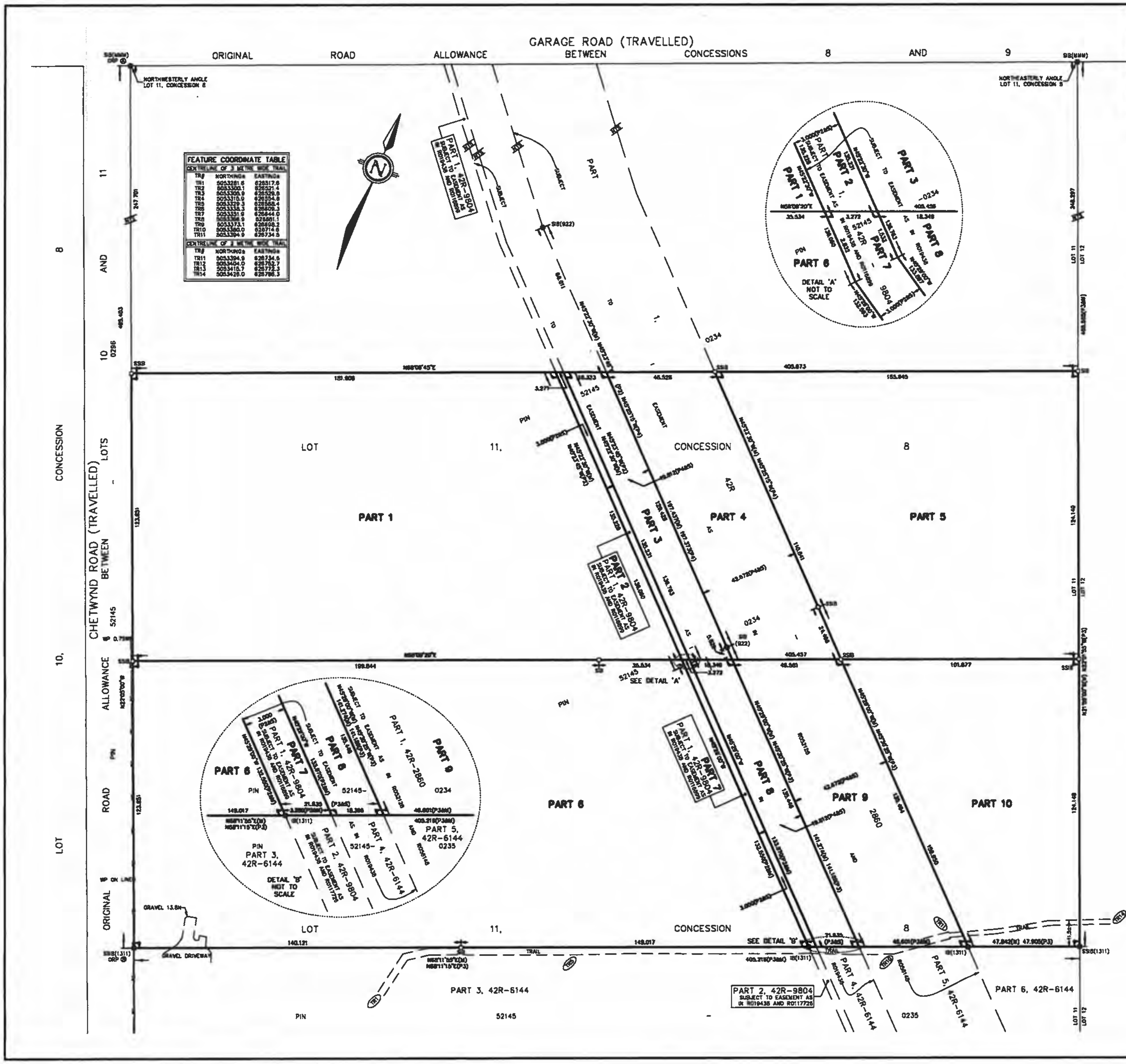
LIGHTING NOTE:
EXTERIOR LIGHTING WILL BE DARK SKY COMPLIANT.

No.	REVISION	DATE	APPROVED
3			
2			
1	RELEASED FOR COMMENT	MAY 12, 2025	DIA

CAUTION: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

EJWILLIAMS SURVEYING LIMITED
ONTARIO LAND SURVEYORS
PLANNERS
HUNTSVILLE & SOUTH RIVER
Main Office: 387 Muskoka Rd 3N P1H 1C5
Huntsville, Ontario
Phone:705-789-4171
Fax:705-789-1097
Email: info@ejwilliamssurveying.com

Drawn By DIA | File [illegible]



PART	LOT	CONCESSION	PIN	AREA (HECTARES)
1	PART OF LOT 11	8	PART OF PIN 52145-0234	2.588
2				0.041
3				0.227
4				0.577
5				1.988
6				3.248
7				0.041
8				0.220
9				0.578
10				0.929

PARTS 2 AND 7 – SUBJECT TO EASEMENT AS IN RO19435 AND RO117725.
PARTS 3 AND 8 – SUBJECT TO EASEMENT AS IN RO19435.
PARTS 4 AND 9 – SUBJECT TO EASEMENT AS IN RO52126 AND RO58148.

PLAN 42R-22861
Received and deposited
October 1st, 2025
Samantha Jaguar
Representative for the Land Registrar for the Land Titles Division of Parry Sound (No.42)

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS DERIVED FROM GNSS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO UTM ZONE 17 (81°00' WEST LONGITUDE), NAD83 (CSRS) (2010.0).

COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.

ORP	NORTHING	EASTING
A	5053778.533	626223.816
B	5053360.605	626412.006

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

PLAN OF SURVEY OF PART OF LOT 11, CONCESSION 8 TOWNSHIP OF ARMOUR DISTRICT OF PARRY SOUND

TULLOCH GEOMATICS INC.
2025
SCALE 1:750

THE INTENDED PLOT SIZE OF THIS PLAN IS 914mm IN WIDTH BY 635mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:750.

METRIC:

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCE NOTE:

GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999748.

BEARING NOTE:

BEARINGS ARE UTM GRID DERIVED FROM SIMULTANEOUS GNSS OBSERVATIONS FROM OBSERVED REFERENCE POINTS A AND B, HAVING A BEARING OF N22°05'00"W USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81°00' WEST LONGITUDE) NAD83 (CSRS) (2010.0).

ROTATION NOTE:

THE FOLLOWING ROTATIONS HAVE BEEN APPLIED TO THE ASTRONOMIC BEARINGS OF UNDERLYING PLANS TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS:
1) 1°10'00" COUNTER-CLOCKWISE TO PLAN 42R-17176 (P1).
2) 1°08'25" COUNTER-CLOCKWISE TO PLANS 42R-9804 (P2), 42R-6144 (P3) AND 42R-2860 (P4).

LEGEND:

■	DENOTES FOUND MONUMENT
□	DENOTES PLANTED MONUMENT
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
IB	DENOTES IRON BAR
922	DENOTES SCHAEFFER & DZALDOV... (?) / SCHWEITZER & BENTHALER, O.L.S.
1311	DENOTES P.F. FORTH, O.L.S.
MMM	DENOTES MARSHALL MACKLIN MONAGHAN ONTARIO LIMITED, O.L.S.
ORP	DENOTES OBSERVED REFERENCE POINT
PIN	DENOTES PROPERTY IDENTIFICATION NUMBER
M	DENOTES MEASURED
S	DENOTES SET
CF	DENOTES CALCULATED FROM
NTS	DENOTES NOT TO SCALE
P1	DENOTES PLAN 42R-17176
P2	DENOTES PLAN 42R-9804
P3	DENOTES PLAN 42R-6144
P4	DENOTES PLAN 42R-2860
TR	DENOTES CENTRELINE OF TRAIL
WP	DENOTES WOOD UTILITY POLE
-OW-	DENOTES OVERHEAD WIRE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

(2) THE SURVEY WAS COMPLETED ON THE 1ST DAY OF AUGUST, 2025.

AUGUST 1, 2025
DATE

JEFFREY A. PENDRELLY
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-114472.

TULLOCH GEOMATICS INC.
5 SEGUIN ST.
PARRY SOUND, ON
P2A 1A9
T 705 746.6404
TF 800 797 2997

DRAWN BY: DD | FILE: 252452

ACAD FILE: P:\2025\252452\GEOMATICS\00 PRODUCTION\252452 RPLAN 0750m.DWG

6

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

BY-LAW # 46-2026

Sheryl Elizabeth Gray
Site Plan Agreement

Being a By-law to authorize the execution of a Site Plan Agreement between Sheryl Elizabeth Gray (`owner`) and the Municipal Corporation of the Township of Armour with respect to 233 Sunnylea Avenue, also known as Lot 32, Plan M101, Part Original Shore Road Allowance in front of Lot 18, Concession 3, Part 1 of 42R-10058, all located on the west side of Three Mile Lake, Township of Armour, District of Parry Sound. ("subject lands").

WHEREAS it is deemed expedient to enter into a Site Plan Agreement with the owner with respect to building a detached dwelling on the subject lands;

NOW THEREFORE THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR HEREBY ENACTS as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to enter into a Site Plan Agreement with the owner that is substantially in the form attached hereto; and

2. **THAT** the Mayor and Clerk are hereby instructed not to complete the execution of the Site Plan Agreement until there is received from the owner's solicitor a letter confirming that Paragraph 2 of the Site Plan Agreement has been complied with by the owners.

3. **THAT** the Clerk of the Township of Armour is hereby authorized to make any minor modifications or corrections of an administrative, numeric, grammatic, semantic or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read in its entirety, approved, signed and the seal of the Corporation affixed thereto and finally passed in open Council this 28th day of July, 2026.

____
Rod Ward, Mayor

____
Charlene Watt, Municipal Clerk

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

SITE PLAN AGREEMENT
(SHERYL ELIZABETH GRAY)

THIS AGREEMENT made in triplicate this_______day of _____________, 2026.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

(hereinafter called the "Township")
of the FIRST PART,

- AND -

SHERYL ELIZABETH GRAY

(hereinafter called the "Owner")
of the SECOND PART.

WHEREAS the lands affected by this Agreement are the lands described in Schedule "A" hereto annexed, and are herein referred to as the "said lands";

WHEREAS the Council of the Township has designated the lands described in Schedule "A" to this Agreement as being within a site plan control area as provided for by the Armour Township Official Plan and Section 41 of the Planning Act, R.S.O. 1990;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the sum of Two Dollars ($2.00) of lawful money of Canada now paid by the Township to the Owner (the receipt of which is hereby acknowledged), THE TOWNSHIP AND THE OWNER HEREBY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. SCOPE OF AGREEMENT

a. Description of Lands - The lands affected by this Agreement are the said lands.

b. Conformity with Agreement - The Owners covenant and agree that no work shall be performed on the said lands or on other lands of the Township except in conformity with the provisions of this Site Plan Agreement including:

i. The Site Plan described in Schedule “B”;

ii. The provisions of this Agreement, including all schedules herein referred to and/or attached hereto;

iii. All plans and specifications submitted to and accepted by the Municipality as being within its design criteria;

iv. All applicable Municipal By-laws including any applicable Site Plan Control By-law and the provisions of the Zoning By-law;

v. All applicable Provincial and Federal Legislation.

c. Reliance Upon Representations - The Owner acknowledge that:

i. They have made representations to the Township that they will complete all works required in accordance with the aforesaid Site Plan Agreement; and

ii. The Township has entered into this Agreement in reliance upon these representations.

d. <u>Schedules Attached</u> - The following Schedules are attached to this Agreement:

Schedule “A” - Descriptions of Lands

Schedule “B” - Site Plan

2. <u>CONDITIONS PRIOR TO EXECUTION OF AGREEMENT BY TOWNSHIP</u>

a. Prior to the execution of this Agreement by the Township, the Owner shall:

i. <u>Taxes</u> - have paid all municipal tax bills issued and outstanding against the said lands; and

ii. <u>Land Ownership</u> - be the registered owner in fee simple of the lands described in Schedule “A”, and that there will be no encumbrances registered against said lands which will have priority to this Site Plan Agreement when registered.

3. <u>CONDITIONS PRIOR TO ISSUANCE OF PERMITS</u>

a. The Owner acknowledge and agree that no building permit will be issued on the said lot until the Owner has entered into this Site Plan Agreement with the Township under Section 41 of the <u>Planning Act</u> with the Site Plan drawing attached as Schedule “B” which shall clearly show:

(i) All lot boundaries, adjacent rights of way, road allowances and water bodies; and

(ii) Location of proposed buildings and structures including docks, driveways, sewage and water systems, and storm water management and siltation control facilities together with setbacks to the lot lines for all proposed buildings, structures and sewage systems.

b. The Site Plan attached as Schedule "B" and all construction arising from the issuance of a Building Permit or Permits shall be in conformity with the terms of this Agreement.

c. Easements - The Owner has filed with the Municipal Solicitor, in registerable form, any easements required for electrical or storm drainage purposes including a Postponement of Mortgage/Charge document with respect to any Mortgages registered in priority to the easement.

4. <u>SPECIAL PROVISIONS</u>

a. The Owner acknowledges that all new buildings or structures, except those permitted as accessory thereto, will be sited by an Ontario Land Surveyor at a location on the lot where the undisturbed natural ground level of the lot is at an elevation at least 1.8 metres higher than the normal high water mark of Three Mile Lake.

b. Prior to constructing any new docking facilities or carrying out any works or undertakings on the shoreline of Three Mile Lake, the lot Owner agrees to contact the Ministry of Natural Resources & Forestry and the Department of Fisheries and Oceans to ensure that all construction is done in accordance with applicable legislation.

c. The Owner agrees that not more than one septic or filter bed sewage system will be constructed on the lot.

d. The Owner agrees that the shoreline and upland vegetation, including underbrush, to a depth of not less than 15 metres from the shoreline, shall be left in a natural state where possible to aid in the attenuation of nutrients from storm water and tile bed effluent, as well as to maintain an aesthetic buffer and sheltered wildlife access to the lake.

5. REGISTRATION OF SITE PLAN AGREEMENT

a. The Owner consents to the registration of this Agreement by the Township upon the title of the said lands. The Owner further agree to execute such further and other Instruments and Documents as may be required by the Township for the purpose of giving effect to this Agreement.

6. INDEMNIFICATION FROM LIABILITY AND RELEASE

a. The Owner covenants and agrees with the Township on behalf of themselves, their successors and assigns, to indemnify and save harmless the Township, its servants and agents from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of any work performed by the Owner or on their behalf in connection with the carrying out of the provisions of this Agreement.

b. The Owner further covenant and agrees to release and forever discharge the Township from and against all claims, demands, causes of actions, of every nature and type whatsoever that may arise either as a result of the failure of the Township to carry out any of its obligations under this

Agreement, or, as a result of the Township performing any municipal work on the said lands or the adjacent properties which may damage or interfere with the works of the Owner, provided that such damage or interference was not caused as a result of negligence on the part of the Township, its servants or agents.

7. <u>TIME OF THE ESSENCE</u>

a. The parties hereto agree that time shall be of the essence in this Agreement.

8. <u>ESTOPPEL OF OWNER</u>

a. The Owner agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

9. <u>ENTIRE AGREEMENT</u>

a. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

b. This Agreement and the Schedules attached hereto constitute the entire Agreement between the parties and neither party is bound by any representation, warranty, promise, agreement or inducement not embodied herein or therein.

c. There shall be no change in the Schedules attached hereto, or in any Site Plan accepted by the Township or others, unless such proposed changes have been submitted to, and approved by, the Township. The Owner acknowledges that if any approvals required under this Agreement are obtained subsequent to the execution of this Agreement, the Municipality may require the Owner to enter into an amended Agreement to incorporate any conditions, changes or requirements relating to such approvals. No building permit will be issued until the amending Agreement is registered on title to the said lands.

10. ATTACHED SCHEDULES

a. It is agreed that everything included in this Agreement and the Schedules attached thereto shall be included in and form part of this Agreement.

11. INTERPRETATION

a. The parties agree that in interpreting the provisions of this Agreement:

i. "Owner" where used in this Agreement, and in addition to its accepted meaning, means and includes an individual, an association, a partnership or an incorporated company. Wherever the singular is used in this Agreement it shall be construed as including the plural, and wherever the masculine is used in this Agreement it shall be construed as including the feminine and neutral genders.

ii. All covenants, rights, advantages, privileges, immunities, powers and things hereby secured to the Township shall be equally secured to and exercisable by its successors and assigns as the case may be.

iii. All covenants, liabilities and obligations entered into and imposed hereunder upon the Owners shall be equally binding upon their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

THIS AGREEMENT shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the following dates:

By the Owner on the 21st day of July, 2026.

In the presence of:

Jennette Vanorver
Signature of Witness

Sheryl Gray
SHERYL ELIZABETH GRAY

By the Municipal Corporation of the Township of the Township of Armour on the ____ day of __________, 2026.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

____
Mayor
Rod Ward

____
Municipal Clerk
Charlene Watt

I/we have the power to bind the Corporation

SCHEDULE "A"

THIS IS SCHEDULE "A" TO THE SITE PLAN AGREEMENT BETWEEN THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR
AND
SHERYL ELIZABETH GRAY

DESCRIPTION

The land subject of this Agreement is described as follows:

PCL 7999 SEC SS; LT 32 PL M101; PT ORIGINAL SHORE RDAL IN FRONT LT 18 CON 3 ARMOUR PT 1, 42R10058; ARMOUR

Known municipally as 233 SUNNYLEA AVE., KATRINE

SCHEDULE "B"

THIS IS SCHEDULE "B" TO THE SITE PLAN AGREEMENT BETWEEN THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR
AND
SHERYL ELIZABETH GRAY

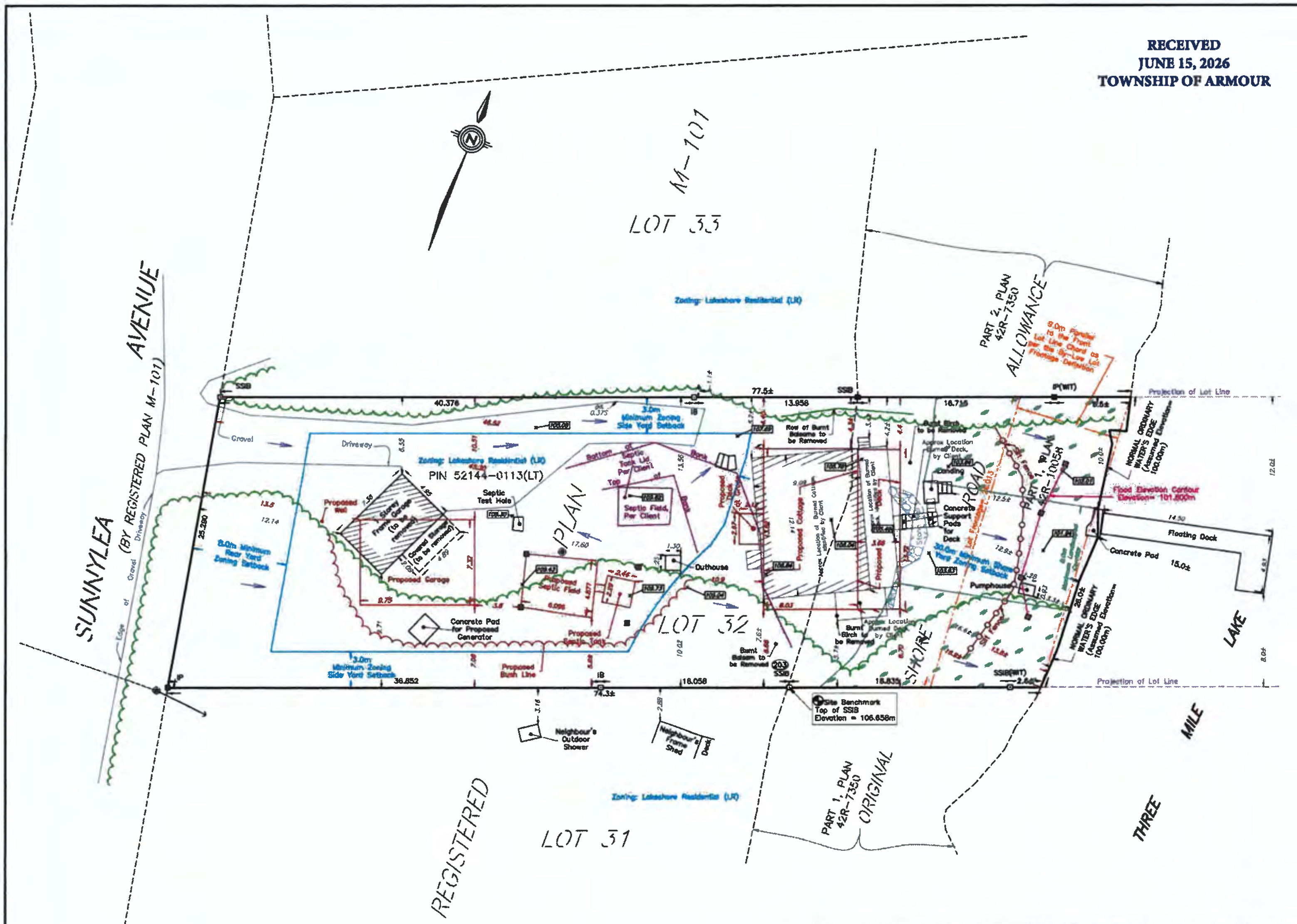
SITE PLAN FOR

SHERYL ELIZABETH GRAY

The drawing prepared by EJ Williams Surveying Ltd., titled "Sketch for Site Plan Purposes" (Revision 2, June 12, 2026) and stamped "Received June 15, 2026 Township of Armour".

The above drawing is incorporated by reference and forms part of this Agreement. A copy of the said Site Plan may be viewed at the office of the Township of Armour during business hours.

RECEIVED
JUNE 15, 2026
TOWNSHIP OF ARMOUR



SCHEDULE B

SKETCH FOR SITE PLAN PURPOSES

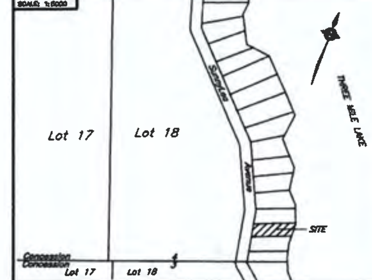
PREPARED FOR SHERYL GRAY

SCALE = 1 : 200

2 1 0 2 4 6 8 10 metres

THE INTENDED PLOT SIZE OF THIS PLAN IS 728mm IN WIDTH BY 515mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1 : 200

KEY PLAN
SCALE: 1:6000



LEGEND:

DENOTES WOOD UTILITY POLE
DENOTES GUY LINE ANCHOR
DENOTES AERIAL UTILITY WIRE
DENOTES SURVEY MONUMENT FOUND
DENOTES SURVEY MONUMENT PLANTED
DENOTES BUSHLINE
SIB DENOTES STANDARD IRON BAR
SSIB DENOTES SHORT STANDARD IRON BAR
IB DENOTES IRON BAR
DENOTES DIRECTION OF OVERLAND FLOW
WIT DENOTES WITNESS
DENOTES SPOT ELEVATION
DENOTES WOOD STAKE SET BY CLIENT FOR SEPTIC LOCATION
DENOTES SET WOOD STAKE

METRIC:
DISTANCES AND ELEVATIONS SHOWN ON THIS SKETCH ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

ELEVATION NOTE:
ELEVATIONS ARE REFFERED TO THE TOP OF SSIB 203 HAVING AN ASSUMED LOCAL DATUM ELEVATION OF 106.658m

INFORMATION SHOWN HEREON IS BASED ON FIELD WORK COMPLETED APRIL 30, 2026

ZONING: LAKESHORE RESIDENTIAL

MUNICIPAL ADDRESS: 233 SUNNYLEA AVENUE

LEGAL DESCRIPTION:
PIN 52144-0113(LT)
-LOT 32, REGISTERED PLAN M-101
-PART OF THE ORIGINAL SHORE ROAD ALLOWANCE IN FRONT OF LOT 18, CONCESSION 3, DESIGNATED AS PART 1, 42R-10058

TOWNSHIP OF ARMOUR
DISTRICT OF PARRY SOUND

COTTAGE LOCATION NOTE:
THE BURNED COTTAGE HAS BEEN LOCATED USING THE DRAWING OF THE BUILDING FROM CLIENT (RECIEVED FROM LRC CONSULTING) FROM , PICTURES OF THE COTTAGE AND COMMUNICATION WITH THE CLIENT ON SITE.

No.	REVISION	DATE	APPROVED
3			
2	ADD PROPOSED SEPTIC TANK AND FIELD, WELL & FLOOD CONTOUR, SPOT ELEVATIONS	JUNE 12, 2026	DIA
1	RELEASED FOR COMMENT	MAY 1, 2026	PNA

CAUTION: THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

EJWILLIAMS SURVEYING LIMITED
ONTARIO LAND SURVEYORS
PLANNERS
HUNTSVILLE & SOUTH RIVER
Main Office: 387 Muskoka Rd 3N P1H 1C5
Huntsville, Ontario
Phone:705-789-4171
Fax:705-789-1097
Email: info@ejwilliamssurveying.com

Drawn By DIA
File F1865-2607.dwg

LOT STATISTICS	BUILDING HEIGHT	EXISTING	PROPOSED
FEATURE	(METRES)	AREA (SQUARE METRES)	AREA (SQUARE METRES)
PIN 52144-0113(LT)		1896.8±	1896.8±
FRAME GARAGE & AWNING	3.09	46.5	
FRAME OUTHOUSE	2.31	1.7	1.65
FRAME PUMPHOUSE	1.18	1.2	1.20
FLOATING DOCK & RAMP		33.3	33.3
PREVIOUS FRAME COTTAGE, DECKS, LANDING & STEPS		161.9	
PROPOSED COTTAGE & DECK			165.9
PROPOSED GARAGE			71.4
LOT COVERAGE		12.9%	14.4%

(7)

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

Heritage Centres
Watt Century Farm House
827 Chetwynd Road
Armour Township

Wiseman's Corner Schoolhouse
112 Midlothian Road
Ryerson Township

MINUTES
REGULAR MEETING
Burk's Falls & District Historical Society
Armour Township Council Chambers, Burk's Falls
Monday, July 20, 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
Mike Quinton
Nieves Guijarro
Lynn McGregor
Leo Petipas

The Members present constituted a quorum.

Call to Order:
The meeting was called to order at 7:00 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 June 15, 2026 Meeting Minutes as circulated: **Moved by Barry Burton, Seconded by Nieves Guijarro. Carried**

Treasurer's Report:
The Treasurer's/Financial Report was presented by Jarv Osborne.

The balance of the main bank account as of June 1, 2026, was $7,249.22. During the reporting period, total expenses amounted to $2,276.89, including telephone and internet services, schoolhouse cleaning, insurance, Trillium Tax services, and hardware store purchases. Total revenue for the month was $2,712.23, consisting of donations, Dundurn Press proceeds, and reimbursement from Ryerson Township for summer student costs.

The current bank account balance is $13,417.41. **Motion to accept the Treasurer's report and pay the monthly invoices: Moved by Leo Petipas, Seconded by Mike Quinton. Carried**

Correspondence: None

Committee Reports:

Wiseman's Corner Schoolhouse Update:
Diane Brandt provided an update on the operation of the Wiseman's Corner Schoolhouse for the summer season. Diane attended a Ryerson Township Council meeting to request funding for a summer student to staff the schoolhouse on weekends. Council approved the request and also agreed to cover the associated OMERS contributions. Jordan Wilson was hired for the position and will work Fridays and Saturdays from July 10 to August 29. Council also assessed several trees on the property and determined they will be removed to help prevent potential damage to the site. Concerns regarding the cleanliness of the municipally owned outhouse were raised with the Township of Ryerson. The matter has since been addressed, and the Township's groundskeeper has cleaned the facility.

Watt Farm House Update:
Nancy Kyte provided an update on behalf of the summer student, Lily Kyte. Members were advised that the Heritage Centre is open for the season and is offering free children's programs to the community. The recent Dinosaur Dig Day attracted more than 50 participants. On July 25, a Christmas in July cookie decorating event will be offered. The summer student continues to actively promote Heritage Centre events through social media and local community event platforms. In addition, a weekly social media feature highlighting news from the Almaguin News as it appeared 30 years ago has been well received by the public. Psychic Days are scheduled for August 8 and August 19 at a cost of $20 per person. The Historical Society is now able to accept e-transfers, allowing participants to pay in advance. The Society's website will also be updated to include a Donate button, providing the public with the option to make donations online via e-transfer. Mike Quinton reported that he has been working with Lily on a project to document and map past and present businesses located along the main streets of Burk's Falls.

Membership Committee:
Peter Hall advised members that there are 12 paid individual memberships and 3 family memberships for the year to date. Mike Quinton paid for a family membership during the meeting.

Facilities and Function Committee:

Barry Burton advised Members that he and Diane Brandt met with the Chief Administrative Officer for the Township of Armour to discuss the installation of a furnace in the red building. Members reviewed the subsequent email correspondence from the CAO. It was noted that Council is supportive of assisting the Historical Society; however, the Society is encouraged to develop a three- to five-year strategic plan, including a succession plan to strengthen membership and ensure long-term sustainability. Members discussed holding a strategic planning session in September or October to begin developing the plan. The CAO indicated that funding of approximately $1,000 to $1,500 may be available to assist with the strategic planning process and the preparation of a written plan. Upon completion of the planning session, a new committee will be established to implement the strategic priorities and move the initiative forward.

Fundraising Committee:

Nancy Kyte provided an update on the status of submissions for the cookbook fundraiser. Members were encouraged to reach out to family, friends, and the community to help generate additional interest and increase recipe submissions. Lily Kyte offered to continue serving as the lead for the cookbook fundraiser following the conclusion of her summer student employment. Members expressed their support for her continued involvement and thanked Lily for her ongoing commitment to the initiative.

General Business:

Repairing and Sharing of Artifacts:

Leo Petipas inquired about repairing a damaged seed spreader located at the schoolhouse. Members agreed that repairs would be permitted, provided they can be completed without compromising the integrity or historical value of the artifact. Leo also requested permission to display the seed spreader at the Fall Fair in his capacity as a member of the Agricultural Society. Members agreed to permit the temporary use of the artifact for display purposes, subject to it being signed out and approved by Diane Brandt.

Fall Fair:

Diane Brandt advised Members that the Historical Society will host an information booth at the Fall Fair in September. The booth will be located in the Vendors' Market to increase the Society's visibility, engage with the public, and promote its programs and membership.

New Business: None

Adjournment:
The next meeting will be held on Monday, August 17, 2026 at the Armour Township Council Chambers. There being no further business, Jarv Osborne moved to adjourn the meeting at 8:07 p.m.

Recorded by Charlene Watt, Deputy-Treasurer/Secretary	Approved by Diane Brandt, President

(8)

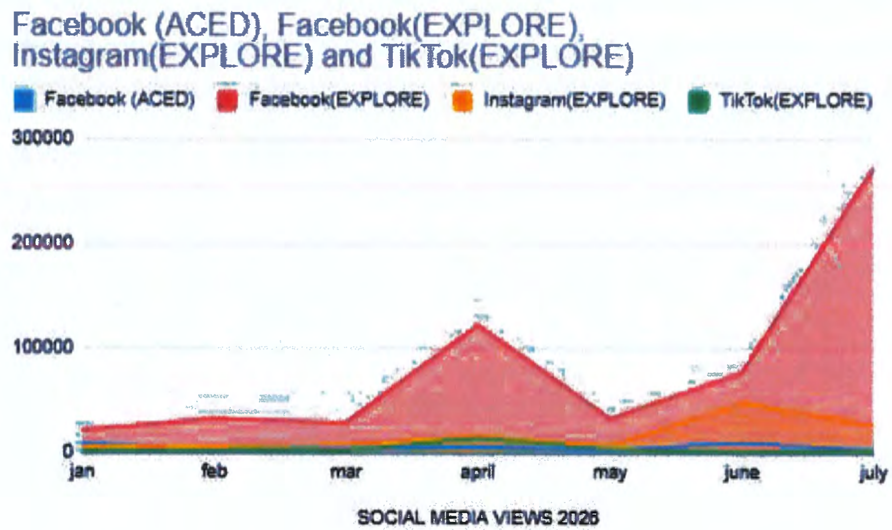
ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT

Director of Economic Development (DoED) Report
July 22, 2026

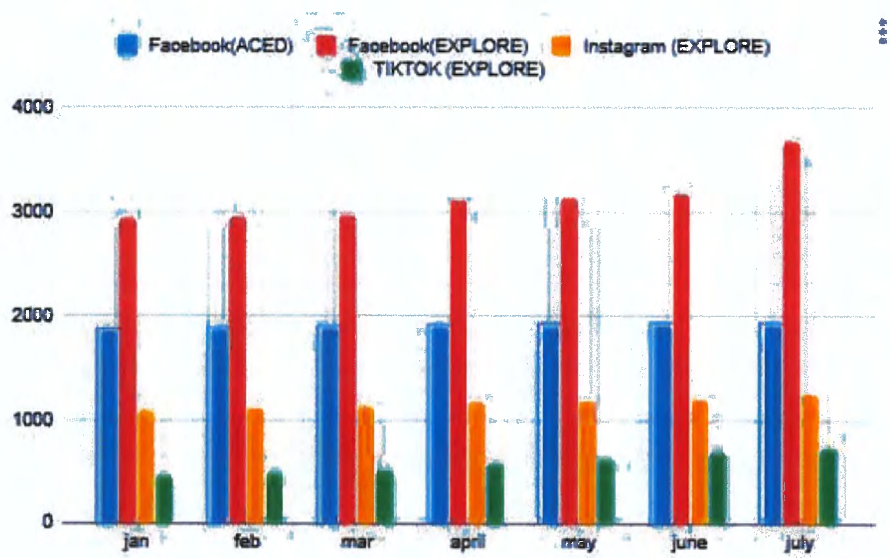
Core Activity Tracking – (Since last report)

Activity:	Interactions	Description
Business Assistance		
Start Up Files	1	Powassan
Expansion Files	1	Armour
Developer Files		
General Support	4	Kearney, Ballantyne, Ryerson, Sundridge
Brand Ambassador	3	South River, Magnetawan, Strong
High Priority		
Business Visits	10	Ballantyne, Ryerson, Magnetawan, Strong, Burk's Falls (3), Sundridge (3)
Program Referrals	3	AHCC, The Business Centre, WORC
Non-Member Support Requests	5	Powassan, Kearney, Ballantyne, South River, Magnetawan
Marketing		
ACED Website Updates	24	Events, Tourism & Lifestyle News, Business News, Business Directory
Social Media Posting	19	(EXPLORE) 15 (ACED) 4
Facebook/Instagram Reach	5.7k	(EXPLORE) 73.4k (ACED) 3.6k
Facebook/Instagram Views	134.5k	(EXPLORE) 272.9k (ACED) 6.5k
Facebook/Instagram Likes/Followers	6964	(EXPLORE FB) 3668 (EXPLORE Instagram) 1240 (EXPLORE TikTok) 714 (ACED Facebook) 1908
Website Tracking		
Total Users / Views	3.3k	
Most viewed pages (besides the landing page)		Directory, Events, Screaming Heads
Communications		
Email Blasts	2	ACED Business monthly, Star Party Participation Callout
Organization Meetings	2	RCIP, SFEP
Partnership Projects	2	Almaguin Business Expo, Star Party
Municipal Visits	4	Perry, Armour, Joly, McMurrich/Monteith

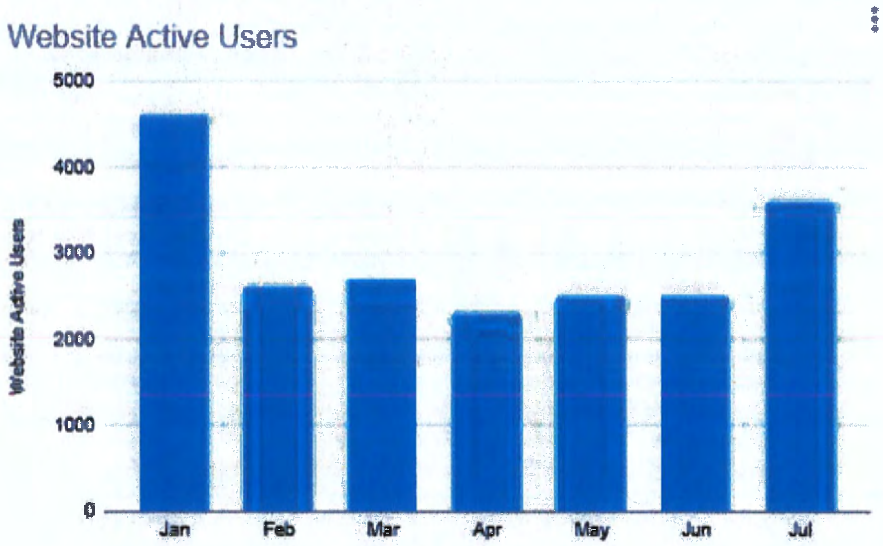
Member Interactions / Support Requests		
Media Comment Requests	0	



This chart shows a sharp spike in Facebook (Explore Almaguin) views, driven by the Star Party teaser post, while all other platforms remain relatively steady from January to July.



This chart highlights steady growth in active followers from January through July, with Facebook (Explore Almaguin) with a large spike of 500 new followers since last month due to the Star Party teaser post.



This chart shows steady month-over-month growth in active website users.

Current Files & Projects

Project 1A – Business Support

Almaguin Business Expo

ACED received email confirmation from both NECO and the Labour Market Group confirming financial support for the event, along with interest in participating in the event planning process. Community Living has also confirmed that exploring a partnership is an option. All confirmed partners will be engaged in further planning discussions at the next project meeting in September.

Project 1C – AHCC Partnerships

ACED attended the Almaguin Highlands Chamber of Commerce Summer Social hosted by Kidd's Home Hardware on June 26. The event brought together local businesses for networking and community engagement, while also celebrating the start of the summer season. Activities included live music, a barbecue, and a silent auction, providing opportunities to strengthen business connections and support the local business community. Chamber social events will pause for the summer and are expected to resume in the fall.

Project 2A- Community Organization Support

Sundridge Market in the Park

The DoED and CMO attended the Friday evening Market in the Park in Sundridge to engage with the community and capture photo and video content for ACED's summer promotional campaign. The visit provided an opportunity to showcase one of the region's vibrant seasonal events while highlighting local vendors, businesses, and community atmosphere. Attendance also reinforced ACED's presence at community-led initiatives and supported ongoing efforts to promote Almaguin Highlands as a welcoming destination for residents and visitors throughout the summer.

Project 3A Almaguin Housing task Force

No updates at this time.

Project 3D Almaguin RED Strategic Plan Update

Work continues on the Regional Strategic Planning Update. Key informant interviews continued throughout July, while the public survey remains open to gather additional community feedback. Municipal partners were asked to assist in promoting the survey through their communication channels, with a final promotional push scheduled for the week of July 27 before the survey closes.

A public consultation session was held on June 29, with seven participants in attendance. While attendance was modest, the session provided valuable feedback, particularly from seasonal residents, and offered an additional opportunity for members of the public to contribute to the strategic planning process.

Project 4A – Brand Strategy Implementation

Phase 2 – Physical Brand Roll Out

No updates at this time.

Social Media/Explore Almaguin Website/Email Marketing/Content

The CMO continued distributing the monthly business email blasts and issued an additional targeted communication calling for business participation in the Star Party.

The CMO maintained steady content production this period, including ongoing brand ambassador spotlights and a Canada Day event roundup. Antiquing *in Almaguin* feature and social posts were published, along with an updated Almaguin beaches listicle. A new equine-adventures feature showcased two local businesses, supported by several social posts. Additional outputs included a Shop Local post, a reel created for Sundridge's Market in the Park, and the Star Party teaser, which achieved outstanding engagement across platforms.

Project 4B – Tourism Promotion

Almaguin Star Party

Planning continues for the 2026 Almaguin Star Party, with key event details and partnerships progressing. An Eventbrite profile has been established to manage ticket sales and event registration. ACED is also working with Explorers' Edge to develop a tourism package that would include the purchase of 20 of the 100 available event tickets, bundled with local accommodations and transportation to participating businesses and the event. This partnership is intended to encourage overnight visitation while supporting local tourism operators.

Event programming is being finalized and will feature live cello music by Meghan Ballantyne, a First Nations opening ceremony led by Esther Willow, night photography instruction with Jim Shedden, and guided stargazing with the North Bay Astronomy Club. The event will be hosted in partnership with Screaming Heads on Saturday, September 26, with a rain date scheduled for Sunday, September 27.

The public event launch is planned for July 29. A one-week teaser campaign will begin on July 22 through ACED's social media channels to build awareness and generate interest ahead of ticket sales opening.

ACED Office Space

Following the completion of flood restoration work, a significant focus this month was the transition back into ACED's office space in Armour. Staff completed office setup activities, including assembling furniture, reconnecting equipment, and ensuring all technology and workspaces were fully operational. With the office re-established, work continued on several key initiatives, including planning for the Almaguin Star Party and the Almaguin Business Expo, while ongoing collaboration with Karen Jones Consulting supported the continued development of the Regional Economic Development (RED) Strategic Plan Update.

Charlene Watt (Deputy Clerk)

From:	Courtney Metcalf <director@explorealmaguin.ca>
Sent:	July 22, 2026 3:12 PM
To:	Dave Gray; Beth Morton; Margaret Ann MacPhail; Cheryl Marshall; Councillor Vicky Roeder-Martin; Councillor Wendy Whitwell; Caitlin Haggart; Tim Bryson; Nancy Millar; Luke Preston; Chris Nicholson; Sheri Norman; 'Chief Adminstrative Officer'; Dan Robertson; Nancy Field; Jennifer Martin
Cc:	Megan Yemm; Mayor Rod Ward; Charlene Watt; Trista Porter; Walker, Noel (FEDNOR); Craig White; Kim Seguin; Joe Lumley
Subject:	July 22nd ACED Monthly Report
Attachments:	ACED-DoED Report 22.07.26.pdf

Good Afternoon ACED Board,

Please see the attached monthly report, providing an update for July. As a reminder, there will be no ACED Meetings for the months of July and August, unless otherwise deemed necessary. We will send out another monthly report for August to provide an update until meetings resume on Thursday, September 24th.

If you have not had a chance to provide your key-informant interview with Karen Jones Consulting for the RED Plan Update, please contact her at karen@kjco.ca to schedule. We are hoping that all board members and representation from municipal staff can take part and provide valuable insight for the plan.

I wanted to let you know that I will be out of the office for the remainder of this week until Thursday, July 30th due to several ongoing family matters that require my attention.

I will have limited access to email during this time and appreciate your patience if my responses are delayed. If there are any urgent matters that require immediate attention, please don't hesitate to reach out, and I will respond as I am able.

Thank you, and enjoy the rest of your summer!

Courtney Metcalf
Director of Economic Development
Almaguin Community Economic Development
(705)349-2710 | Director@ExploreAlmaguin.ca

ALMAGUIN COMMUNITY ECONOMIC DEVELOPMENT

(9)

Municipality of
Trent Lakes
760 Peterborough County Road 36, Trent Lakes, ON K0M 1A0 Tel 705-738-3800 Fax 705-738-3801

July 16, 2026

Via email only

Re: Request for Provincial Action on the Accuracy of Municipal Voters' Lists

Please be advised that during their Regular Council meeting held July 14, 2026, Council passed the following resolution:

Resolution No. **R2026-273**

Moved by Councillor Franzen
Seconded by Deputy Mayor Armstrong

That Council support the following resolution from the County of Peterborough regarding Request for Provincial Action on the Accuracy of the Municipal Voters' Lists:

Whereas the Province of Ontario shifted responsibility of the municipal election voters list from MPAC to Elections Ontario by amending the Municipal Elections Act, 1996, through the Helping Tenants and Small Businesses Act, 2020, effective after the 2022 municipal election; and
Whereas many of the eight lower-tier Township elector lists presented by Elections Ontario have discrepancies in voter counts from the 2022 municipal election, specifically in the number of eligible non-resident property owners which are significantly lower than the 2022 numbers; and
Whereas Elections Ontario has acknowledged the discrepancies and is planning to address them;
Now therefore be it resolved that the Corporation of the County of Peterborough urges the Province of Ontario to immediately encourage prioritization of the review of data specifically related to non-resident property owners to ensure voter lists are as accurate as possible prior to August 14, 2026; and
That this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, the local MPPs, AMO, ROMA, AMCTO, EOWC, FOCA, all Ontario municipalities and the eight lower-tier Township Clerks for support.

Carried.

RESOLUTION

TAPMO

Top Aggregate Producing Municipalities of Ontario

NEWSLETTER

Launch of TAPMO's
Environmental Registry of Ontario (ERO) Monitoring Initiative

We are pleased to introduce a new TAPMO initiative designed to help municipalities stay informed about proposals related to aggregate extraction across Ontario.

Beginning in June, TAPMO is actively monitoring postings on the Environmental Registry of Ontario (ERO) related to the Aggregate Resources Act (ARA), including proposals that may affect municipal planning, infrastructure, environmental protection, and community well-being.

When relevant postings are identified, municipalities can expect to receive a notification from TAPMO that includes:

- A summary of the ERO proposal
- The ERO posting number and public comment deadline
- Key details about the proposed project or legislative change
- Suggested actions municipalities may wish to consider
- Supporting resources, such as objection letter templates, policy guidance, and background information

The goal of this initiative is to provide municipalities with timely information and practical tools that support informed review and response to aggregate-related proposals.

If you have any questions about the ERO process or would like to discuss how your municipality currently monitors these postings, please contact us at info@tapmo.ca.

RESOLUTION

HIGHLIGHTS

ERO MONITORING INITIATIVE

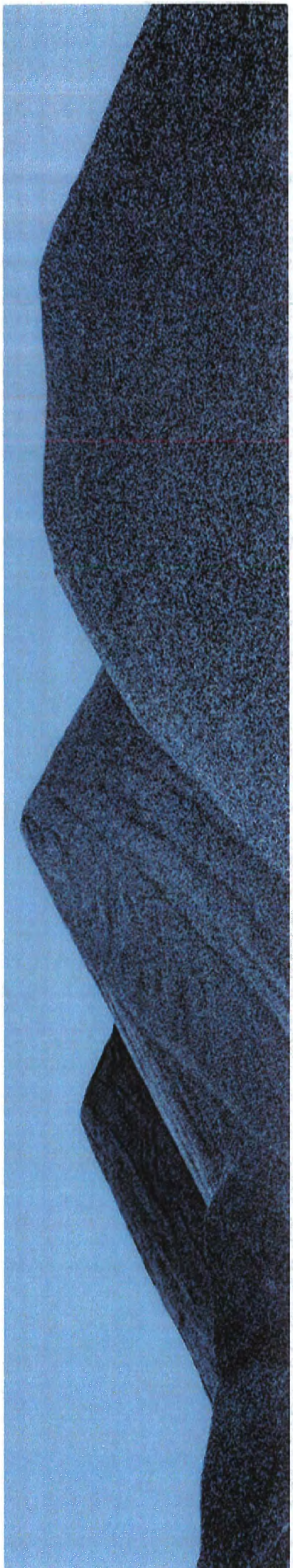
THE AGGREGATE RESOURCES ACT

NEW MEMBER SURVEYS

UPCOMING MEMBERS-ONLY PORTAL

UPCOMING PROJECTS

EXECUTIVE COMMITTEE VACANCY



This is a draft support resolution. TAPMO is asking for your municipality's support in requesting that the MNR reconsider its position on aggregate importation, processing, and blending under the ARA.

Request for Reconsideration and Policy

Clarification Regarding Importation, Processing and Blending Under the Aggregate Resources Act

Whereas the *Aggregate Resources Act, R.S.O.* (ARA) governs the licensing and regulation of aggregate pits and quarries in Ontario;

And Whereas the *Planning Act* and the Provincial Planning Statement establish the policy framework for land use planning in Ontario and recognize aggregate extraction as an interim land use, with defined expectations for progressive rehabilitation and ultimate transition to an appropriate end use;

And Whereas the Ministry of Natural Resources (MNR) has provided written clarification confirming that where a licensed site's site plan expressly permits the importation of aggregate material from other licensed sites in Ontario:

- such imported material may be brought to the site;
- such imported material does not count toward the site's annual licensed tonnage limit; and
- where processing and blending are permitted in the site plan, imported material may be processed or blended for the duration of the licence;

And Whereas under the Ministry's current interpretation, imported aggregate material that is processed or blended is not currently subject to annual licensed tonnage limits or associated TOARC levy payments;

And Whereas this interpretation may enable a licensed site to function as an ongoing industrial processing and blending facility, including in circumstances where on-site extraction has ceased or is winding down;

And Whereas municipalities may experience increased truck traffic, road deterioration, noise, and dust impacts where processing and blending continue independent of extraction;

And Whereas such an outcome may not align with the planning principle that aggregate operations are intended to be interim land uses and may have implications for municipal land use planning, infrastructure management, environmental oversight, and long-term rehabilitation objectives;

And Whereas clarity and consistency between the implementation of the ARA and the provincial land use planning framework are essential to maintaining policy coherence and municipal planning certainty;

Now Therefore Be It Resolved That the Council of [INSERT MUNICIPALITY NAME] respectfully requests that the MNR reconsider its current interpretation respecting the importation, processing, and blending of aggregate material under the ARA, particularly where such interpretation:

- permits unlimited importation of aggregate material from other licensed sites;
- excludes imported and processed materials from annual licensed tonnage limits; and
- allows processing and blending activities to continue for the duration of the licence without regard to the interim nature of aggregate extraction contemplated under provincial planning policy; and,

That the Province clarify how the interpretation and administration of the ARA will be aligned with the *Planning Act* and Provincial Planning Statement, including the recognition of aggregate extraction as an interim land use with defined rehabilitation and transition objectives;

That the Province provide guidance on how imported and processed aggregate materials are to be considered in relation to licensed tonnage limits, rehabilitation timelines, and the interim land use intent of aggregate operations;

That the Province consult with municipalities prior to finalizing any policy, regulatory, or interpretive direction related to importation, processing, blending, and tonnage calculations under the ARA and importantly any TOARC regulatory reform;

Further be it resolved that the Council of [INSERT MUNICIPALITY NAME] supports TAPMO's call for policy clarification regarding importation, processing and blending under the Aggregate Resources Act; and

And Be It Further Resolved That a copy of this resolution be forwarded to the Minister of Natural Resources, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario (AMO), the Top Aggregate Producing Municipalities of Ontario (TAPMO), and the local Members of Provincial Parliament.

TAPMO Feedback Hubs
We Want to Hear From You

TAPMO is gathering municipal input to better understand infrastructure impacts, cost pressures, and planning challenges associated with aggregate activity.

Your feedback will help inform future advocacy efforts, member resources, and discussions with provincial decision-makers. All feedback will remain anonymous and will be shared in upcoming newsletters and meetings.

Share your experiences on these current issues:

Understanding Municipal Costs Related to Aggregate Resource Activities
www.tapmo.ca/member-portal-understanding-municipal-costs-toarc

Aggregate Transportation Infrastructure Impacts
www.tapmo.ca/member-portal-aggregate-transportation-infrastructure-impacts

We encourage everyone to participate and share their experiences.

Coming Soon

Member Portal Access

TAPMO is developing a new private member portal that will provide access to exclusive training resources, policy updates, templates, and member communications.

Training Videos

New educational training videos are currently in development and will be available to members in the coming months. Stay tuned for additional details.

Executive Committee Vacancy
Become More Involved with TAPMO

Following the resignation of an Executive Committee member, TAPMO is seeking one representative from the Greater Toronto, Hamilton, and Niagara District to fill a vacancy on the Executive Committee.

Interested members are invited to submit an Expression of Interest to executivedirector@tapmo.ca.

We encourage members who are interested in helping shape TAPMO's advocacy and strategic priorities to apply.

Stay Connected

Follow TAPMO on Facebook and LinkedIn for the latest updates on advocacy initiatives, member resources, and municipal issues related to aggregate operations.

Help us expand our reach across Ontario by liking, commenting on, and sharing our content with colleagues, council members, and municipal networks.

Become a Member

To learn more about TAPMO's work, visit www.tapmo.ca or email executivedirector@tapmo.ca.

(11)

NEWS RELEASE

Ontario Joins Landmark Canada-Wide Direct-to-Consumer Alcohol Sales Agreement

Deal will break down interprovincial trade barriers for alcoholic beverages, improving consumer choice and opening up new markets to Canadian manufacturers

July 21, 2026

Office of the Premier

Finance

Economic Development, Job Creation and Trade

Intergovernmental Affairs

CHARLOTTETOWN, PEI — Today, Premier Doug Ford along with premiers of eight other Canadian provinces — British Columbia, Alberta, Saskatchewan, Manitoba, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador — signed a historic agreement that will allow direct-to-consumer (DTC) sales of alcoholic beverages between their individual jurisdictions for personal use. This new agreement is building a more open and united Canadian economy by removing a major trade barrier within Canada. It was co-led by Ontario and Saskatchewan and reflects collaboration among all participating jurisdictions, building on the commitments made in the 2025 Memorandum of Understanding (MOU) on DTC sales of alcoholic beverages and is a major part of Ontario's plan to remove barriers to free and open trade between Canadian provinces and territories. Negotiations on the agreement concluded earlier this year.

"In the face of President Trump's latest tariffs, it's more important than ever that Team Canada work together to build a more united, resilient and self-reliant Canadian economy," said Premier Ford. "Today's agreement will open new markets and new choice and convenience for producers and customers in Ontario and across Canada, while helping unlock more than $200 billion in untapped economic opportunity that is currently being held back by internal trade barriers."

The new agreement builds on a similar bilateral pact signed earlier this year between Ontario and Nova Scotia, and will expand choice for consumers across Canada to purchase alcohol directly from local producers in other provinces, including breweries, wineries and distilleries. The agreement will also offer the chance for these producers to explore and cultivate new markets within Canadian borders.

"Ontario continues to lead the way on breaking down interprovincial trade barriers to unlock economic growth, support jobs and build a more competitive and resilient economy in Ontario and across Canada," said Peter Bethlenfalvy, Minister of Finance. "Enhancing interprovincial trade of alcoholic beverages opens new domestic markets for Ontario alcohol producers, strengthening economic ties between provinces, while also increasing choice and convenience for consumers."

Today's signing in Charlottetown takes place ahead of tomorrow's Council of the Federation summer meeting hosted by Prince Edward Island. Through this new agreement, the participating jurisdictions are fulfilling a key commitment made by First Ministers at their meeting on January 29, 2026, to support the reduction of barriers to internal trade for alcoholic beverages. Provinces and territories remain committed to working with each other and the federal government to maintain momentum in removing barriers to build a more resilient and streamlined economy and to unlock Canada's full economic potential.

"As Canada continues to build a more streamlined and resilient economy, Ontario is proud to have co-led today's landmark direct-to-consumer agreement, unlocking new market opportunities for local producers and manufacturers," said Vic Fedeli, Minister of Economic Development, Job Creation and Trade. "We commend the collaborative efforts of all participating jurisdictions and look forward to leveraging this momentum to break down more internal trade barriers and advance true, free trade across our nation."

Before the agreement signed today, and prior to the March 2026 DTC alcohol agreement between Ontario and Nova Scotia, Ontario consumers were only permitted to purchase alcoholic beverages from another province if the products were listed by the LCBO, ordered via the LCBO's Private Ordering Program or bought in another province and transported by the purchaser to Ontario for personal use. Under the agreement signed today, producers in participating jurisdictions can now seek authorization from the LCBO to provide consumers in Ontario with direct access to conveniently purchase their alcoholic beverages of choice via online merchants and have those beverages delivered directly to their homes. Consumers located in those same jurisdictions will also have the same ability to make purchases from Ontario producers.

With the DTC alcohol agreement successfully finalized and signed and its provisions going into effect immediately, Ontario will continue to lead the way in strengthening interprovincial trade and expanding economic cooperation within Canada, and continuing to execute on existing economic cooperation agreements with Canada's provinces and territories to unlock an estimated $200 billion in unrealized economic growth within Canadian borders.

Quick Facts

- British Columbia is committing to have their system in place to implement DTC for all types of alcohol in February 2027.
- The Ontario–Nova Scotia DTC alcohol agreement saw both provinces implement a mark-up structure that ensures fairness and competitiveness for domestic producers and Ontario's mark-up structure aligns with existing domestic tax rates.
- Last year, Ontario passed the *Protect Ontario Through Free Trade Within Canada Act, 2025*, which includes legislative changes to enable a framework for DTC sales of alcohol.
- Since April 2025, Ontario and ten other jurisdictions have signed economic cooperation MOUs committing them to advance initiatives designed to spur the Canadian economy, such as pan-Canadian DTC alcohol sales and labour mobility.
- Since October 31, 2024, Ontario consumers have been able to buy beer, wine, cider, coolers, seltzers and other low-alcohol ready-to-drink beverages at all participating convenience, grocery and big box stores across the province, the largest expansion of consumer choice and convenience since the end of prohibition almost 100 years ago.

Additional Resources

- Direct-to-Consumer Alcohol Sales Agreement
- Memorandum of Understanding between Ontario and Nova Scotia
- Ontario Unlocking Free Trade Within Canada

Media Contacts

Hannah Jensen
Premier's Office
Hannah.Jensen2@ontario.ca

(12)

TOWNSHIP OF JOLY

P.O. Box 519, Sundridge, Ontario, P0A 1Z0
Tel: 705-384-5428

RESOLUTION

July 14, 2026
Resolution # 2026-229

Agenda Item: 6.1 Huntsville Cancer Clinic

Moved By: Councillor Bill Black

Seconded By: Councillor Chris Nicholson

WHEREAS the Council for the Township of Joly thanks Austin Toth for his delegation regarding the Huntsville Cancer Clinic;

AND WHEREAS the Huntsville Cancer Clinic currently provides vital oncology services to residents in the Almaguin Area;

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

AND WHEREAS rural and northern residents already experience barriers to accessing healthcare including transportation limitations, weather conditions, and financial constraints, and maintaining equitable access to healthcare services across the region is essential to supporting healthy communities, and healthcare in the Almaguin area is a priority of the Almaguin Highlands Health Committee;

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

AND THAT Council authorizes the collection of petition signatures to be available to the public at the municipal office;

AND FURTHER THAT this resolution be circulated to the Honourable Doug Ford, Premier, the Honourable Sylvia Jones, Deputy Premier and Minister of Health, the Honourable Graydon Smith, MPP Muskoka Parry Sound, the Honourable Scott Aitchison MP Muskoka Parry Sound, FONOM, AMO, NOMA, and all affected municipalities in the Almaguin Area.

CARRIED

Physically signed at the meeting

____

Councillor Budd Brown (in place of Mayor)

Township of Joly

The Municipality of the

VILLAGE OF BURK'S FALLS

Moved By: SC Date: July 21, 2026

Seconded By: RB . Resolution # 2026-200

Be it resolved;

That By-law No. 24-2026 being a by-law to enter into a shared service agreement for Arena services is hereby considered read three times and passed this 21st day of July 2026.

Recorded Vote requested by: ____________________

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

X

Carried *Defeated* *Deferred*

Pecuniary Interest declared by:

____

____

Mayor

(14)

The Municipality of the

VILLAGE OF BURK'S FALLS

Moved By: RB | Date: July 21, 2026

Seconded By: NK. | Resolution # 2026-201

Be it resolved;

That By-law No. 25-2026 being a by-law to enter into a shared service agreement for Landfill services is hereby considered read three times and passed this 21st day of July 2026.

Recorded Vote requested by: ____________________

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

X *Carried* ____ *Defeated* ____ *Deferred*

Pecuniary Interest declared by:

____

____

____
Mayor

15

Township of
NIPISSING
"Life the way it should be" ESTABLISHED 1888

TOWNSHIP OF NIPISSING

RESOLUTION

DATE: July 14, 2026

NUMBER: R2026- 154

Moved by FOOTE

Seconded by KIRKEY

THAT we support the Township of Armour Motion #2026-158 requesting the Province of Ontario to prioritize the development of new and upgraded highway rest stops and traveller infrastructure along Highways 11 and 17 across Northern Ontario.

	For	Against
CHALAPENKO		
FOOTE		
KIRKEY		
SCOTT		
YEMM		

Carried

Mayor: Dave Yemm

The Corporation of the Municipality of St. Charles
RESOLUTION PAGE

Regular Meeting of Council

Agenda Number: 4.4.3.
Resolution Number 2026-158
Title: Correspondence - Armour - Hwy 11 and 17 - Rest Stops / Areas
Date: June 17, 2026

Moved by: Councillor Pothier
Seconded by: Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution No. 2026-158 passed by the Township of Armour regarding rest stops and service areas along Highways 11 and 17;
AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier of Ontario, the Federation of Northern Ontario Municipalities, the Association of Municipalities of Ontario, our local Member of Provincial Parliament, and all Ontario Municipalities.

CARRIED

Paul Bronconnier

MAYOR

16

Ontario Land Tribunal
Tribunal ontarien de l'aménagement du territoire

Ontario

ISSUE DATE: July 21, 2026 **CASE NO(S).:** OLT-26-000137

PROCEEDING COMMENCED UNDER section 22(7) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant/Appellant:	PowerBank Corporation
Subject:	Application to amend the Official Plan – Refusal of application
Description:	To permit the development of a battery energy storage system
Reference Number:	OPA-2025-01
Property Address:	219 Peggs Mountain Road
Municipality:	Township of Armour
OLT Case No:	OLT-26-000137
OLT Lead Case No:	OLT-26-000137
OLT Case Name:	PowerBank Corporation v. Armour (Township)

PROCEEDING COMMENCED UNDER section 34(11) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended

Applicant/Appellant:	PowerBank Corporation
Subject:	Application to amend the Zoning By-law – Refusal of application
Description:	To permit the development of a battery energy storage system
Reference Number:	ZBA-2025-01
Property Address:	219 Peggs Mountain Road
Municipality:	Township of Armour
OLT Case No:	OLT-26-000138
OLT Lead Case No:	OLT-26-000137

Heard: July 9, 2026, by Video Hearing

APPEARANCES:

Parties	**Counsel**
PowerBank Corporation (Applicant)	L. English P. Morley (in absentia)
Township of Armour	E. Veldboom

DECISION DELIVERED BY J. INNIS AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The matter before the Tribunal is appeals by PowerBank Corporation under sub-s. 22(7) and 34(11) of the *Planning Act*, R. S. O. 1990, c. PO.13, as amended, concerning the refusal by the Township of Armour ("**Township**") of Applications for an Official Plan Amendment ("OPA") and Zoning By-law Amendment ("ZBA") for the property municipally known as 219 Peggs Mountain Road ("**Subject Property**"). The Applications facilitate the development of the Subject Property for a battery energy storage system ("BESS").

SUBJECT PROPERTYAND CONTEXT

[2] The Subject Property is located on the south side of Peggs Mountain Road, west of Highway 11 and the Ferguson Road interchange. It comprises a single parcel, approximately 32.37 hectares in area with approximately 68 metres ("m") of frontage on Peggs Mountain Road. The parcel is irregularly shaped, consisting of a generally rectangular rear portion that narrows toward the road frontage, reflecting historic and more recent severances along Peggs Mountain Road.

[3] The Subject Property is currently occupied by a solar energy generation facility and is otherwise vacant of buildings, with dense vegetation located toward the rear of the property. The site slopes gently downward from the rear of the property toward Peggs Mountain Road.

[4] The surrounding area is rural in character. Rural residential uses are located to the east and west, primarily along the south side of Peggs Mountain Road, with one nearby dwelling on the north side of the road. Rural industrial and extractive industrial uses are located to the north, while dense vegetation extends to the south. Agricultural operations are scattered throughout the surrounding area. Three recently approved consent lots on the south side of Peggs Mountain Road are intended for residential development. Highway 11 is located approximately one kilometre east of the Subject Property, and a new fire hall is under construction to the east near Highway 11.

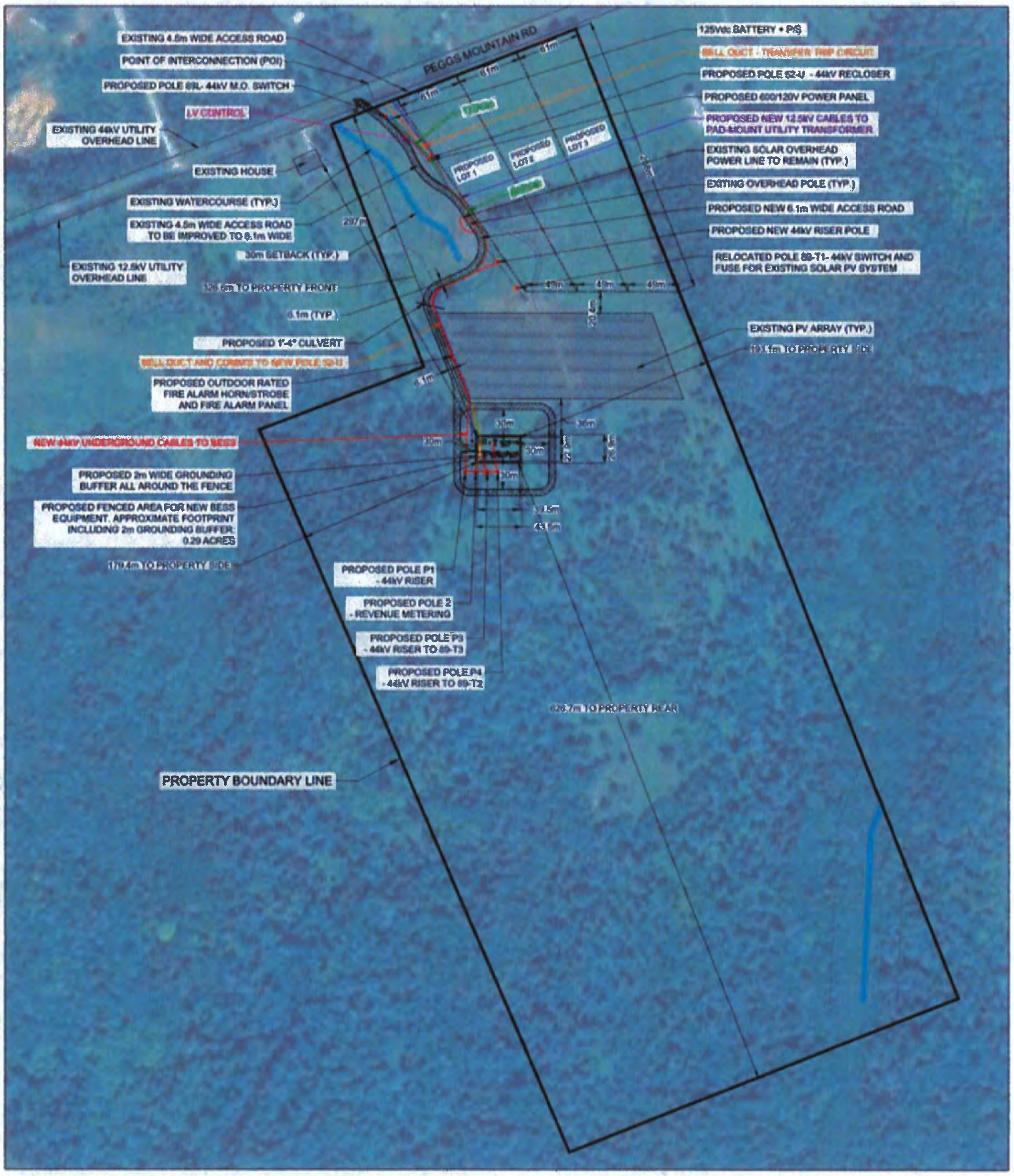
THE DEVELOPMENT PROPOSAL

[5] PowerBank seeks approval of the OPA and ZBA to permit a BESS on the Subject Property. Township Council adopted a Municipal Support Resolution for the proposed BESS on November 8, 2022. Following pre-consultation with Township staff and several application submissions, the Applications were deemed complete in January 2025 and assigned File Nos. OPA-2025-01 and ZBA-2025-01.

[6] The proposed BESS is intended to store excess electricity from the provincial electricity grid during periods of lower demand and discharge it back to the grid during periods of higher demand or electrical outages. The proposed facility has a rated capacity of 4.99 megawatts ("MW") and 19.96 megawatts-hours ("MWh"). It was awarded a contract through an expedited procurement process administered by the Independent Electricity System Operator to secure new electricity capacity by 2027.

[7] The proposed BESS would be located behind the existing solar array and accessed by a new gravel driveway from Peggs Mountain Road. It would consist of nine battery storage containers situated on a concrete pad enclosed by chain-link fencing. A 30 m vegetation management area and surrounding gravel access road would provide an overall 36 m buffer to surrounding vegetation. The proposed facility would be located approximately 297 m from the nearest dwelling.

[8] The overall layout of the proposed development on the Subject Property, including the location of the proposed BESS facility in relation to the existing solar array, access road, and surrounding features, is shown below. The image is reproduced from the site plan prepared by TULLOCH, dated October 15, 2025.



[9] The Applications were supported by a Planning Justification Report, Hazard Mitigation Analysis, Acoustic Assessment Report, Air and Gas Emissions Memo, Vibration Letter, Environmental Impact Study, Vegetation Management Plan, Environmental Site Assessment, Commissioning Plan, and Decommissioning Plan. The Township retained PLC Fire Safety Engineering, BBA Inc., Cambium, and TULLOCH Engineering to peer review the technical materials. Following the revisions to the application materials, the peer review consultants advised that their comments had been satisfactorily addressed.

[10] PowerBank also participated in several public consultation opportunities throughout the application process, including community meetings, a public information session, the statutory public meeting, and Council meetings.

[11] TULLOCH Engineering, acting as the Township's planning consultant, recommended approval of the Applications, subject to revisions to the implementing by-laws and the use of site plan control to secure the recommended mitigation measures.

[12] On January 13, 2026, Township Council refused the OPA and ZBA. PowerBank appealed that Decision to the Tribunal on February 3, 2026.

EVIDENCE

[13] Prior to the Hearing, the Township advised the Tribunal that it would not be participating in the Hearing. At the Hearing, the Township attended and advised that it was available to respond to any questions from the Tribunal. The Township did not call evidence or cross-examine the Applicant's witness.

[14] The Applicant called Robert MacFarlane, who was qualified by the Tribunal to provide expert opinion evidence in the area of land use planning. Mr. MacFarlane is a Registered Professional Planner and a Member of the Canadian Institute of Planners.

He adopted his affidavit and accompanying exhibits as his evidence in chief. As there was no cross-examination, his evidence was uncontested.

[15] Mr. MacFarlane testified that the Applications before the Tribunal seek an OPA and a ZBA to expressly permit a BESS on the Subject Property. He testified that the proposed OPA would add a BESS as a permitted use on the Subject Property.

[16] He further testified that the proposed ZBA would define a BESS and permit the use on the Subject Property through a site-specific exception to the Rural ("RU") Zone. He stated that the proposed exception would restrict the BESS to the identified development area shown on the zoning schedule and limit the facility to a maximum rated power capacity of 4.99 MW and a maximum rated energy storage capacity of 19.96 MWh.

[17] Mr. MacFarlane opined that a BESS is a permitted use, as of right, under the Township's existing planning framework. He testified that although neither the Official Plan ("OP") nor the Zoning By-law ("ZBL") expressly defines or references a BESS, he opined that the proposed use is captured by existing terms, including "public utility," which he testified is a permitted use.

[18] Mr. MacFarlane testified that the Applicant filed the Applications to provide a public planning process through which the Township and its residents could review and comment on the proposed BESS facility and to work cooperatively with the Township. He further testified that the proposed amendments would expressly add a BESS as a permitted use on the Subject Property and provide certainty regarding the location of the facility.

[19] In support of his opinion, Mr. MacFarlane testified that the Subject Property already contains an existing solar energy facility established in 2019, and that the proposed BESS is a similar and related energy use. He further testified that the OP permits facilities essential to the operation of a public utility within the Rural Community

designation, that the proposed BESS would be interconnected with existing Hydro One infrastructure, and that, in his opinion, the proposed BESS falls within the definition of a "public utility" in the Township's ZBL and is therefore a permitted use as of right.

Planning Act

[20] In Mr. MacFarlane's opinion, the Applications have regard to the matters of provincial interest set out in s. 2 of the *Planning Act*. He testified that the proposed BESS would contribute to the efficient use and conservation of energy, minimize waste, support the mitigation of greenhouse gas emissions, and respond to climate change by storing surplus electricity for use during periods of peak demand. Also, he stated that the proposed BESS represents a safe and effective means of stabilizing energy supply and demand.

Provincial Planning Statement, 2024

[21] Evidence was provided by Mr. MacFarlane that the Applications are consistent with the Provincial Planning Statement, 2024 ("PPS"). He testified that the PPS supports opportunities for the development of energy storage systems, planning that reduces greenhouse gas emissions and responds to climate change, and the efficient use of existing infrastructure.

[22] Mr. MacFarlane testified that a BESS is an energy storage system, as defined by the PPS, and opined that the proposed facility would support these policy objectives by storing excess electricity for use during periods of peak demand, improving the efficient use of the existing electricity supply system and reducing energy waste.

[23] Mr. MacFarlane provided evidence that the proposed BESS is compatible with surrounding land uses and is supported by technical studies addressing matters including noise, vibration, natural heritage, and wildfire risk. He testified that an Environmental Impact Study concluded that the proposal is environmentally feasible

and that the proposed facility incorporates buffers and mitigation measures that exceed applicable provincial wildland fire guidance.

Growth Plan for Northern Ontario

[24] Mr. MacFarlane opined that the Applications conform with the Growth Plan for Northern Ontario ("**Growth Plan**"). He testified that the Growth Plan supports renewable energy, investment in energy infrastructure, and the efficient use of energy. He opined that the proposed BESS advances these objectives by improving the efficiency of the existing electricity supply system and supporting long-term energy infrastructure.

Township of Armour Official Plan

[25] As the Subject Property is designated 'Rural Community' in the Township's OP, he testified that the proposal meets the objectives of the designation, including promoting sustainable employment opportunities, ensuring compatibility between land uses, and encouraging alternative and renewable energy systems. He opined that OP permits facilities essential to the operation of a public utility within the Rural Community designation where they are compatible with surrounding land uses. He stated that, although the proposed BESS would be privately owned and operated, it would function as part of the provincial electricity system and is an important component of the public utility network.

[26] Mr. MacFarlane further testified that the Official Plan encourages energy conservation and planning that responds to climate change. He opined that the proposed BESS supports these objectives by storing excess electricity for use during periods of peak demand, making more efficient use of the existing electricity system, reducing energy waste, and reducing the need for additional electricity generation.

[27] With respect to land use compatibility, Mr. MacFarlane testified that the proposed BESS is supported by technical studies, including assessments addressing acoustics,

air and gas emissions, vibration, and hazard mitigation, which concluded that no adverse impacts on surrounding land uses are anticipated. He further testified that the proposed facility is separated from nearby sensitive land uses, is located behind the existing solar facility, and incorporates buffering through setbacks, vegetation management, and the proposed site-specific zoning provisions.

[28] Mr. MacFarlane also testified that the Applications are supported by an Environmental Impact Study, which concluded that the proposed development is environmentally feasible and would not adversely affect natural heritage features. He further testified that the proposal includes wildfire mitigation measures, including a 30-metre managed vegetation buffer and a surrounding 6-metre gravel road, which, in his opinion, exceed applicable provincial guidance and provide defensible space around the proposed facility.

[29] Based on these considerations, Mr. MacFarlane opined that the proposed BESS conforms with the Township's OP.

Township of Armour Zoning By-Law

[30] Evidence was provided by Mr. MacFarlane that the Subject Property is zoned RU under the Township's ZBL. He testified that, while a BESS is not expressly defined in the ZBL, the by-law provides that its provisions do not apply to buildings or structures used for public services. Mr. MacFarlane reiterated his opinion that the proposed BESS constitutes a public utility use and is therefore permitted under the existing planning framework.

[31] Mr. McFarlane further testified that the proposed ZBA would expressly define a BESS and permit the use on the Subject Property through a site-specific exception. He testified that the applicable zoning provisions for the RU Zone regulate matters such as lot frontage, lot area, yard setbacks, building height, and lot coverage, and that the proposed BESS complies with those provisions. In his opinion, the proposed

amendment would expressly recognize BESS as a permitted use on the Subject Property.

[32] In summary, Mr. MacFarlane testified that, in his opinion, the Applications have regard for the matters of provincial interest under the *Planning Act*, are consistent with the PPS, conform with the Growth Plan, conform with the Township's OP and ZBL, and represent good planning.

Participant Statement Response

[33] Mr. MacFarlane testified that he reviewed the Participant Statement submitted by No Lithium Way Citizens United Inc. and, in his opinion, the concerns raised had been addressed through the technical studies filed in support of the Applications and in his planning evidence.

[34] In regard to the concerns respecting wildfire, environmental impacts and archaeology, Mr. McFarlane opined that these had been addressed through the technical studies supporting the Applications. He noted that the Environmental Impact Study was peer reviewed by TULLOCH and that the Ministry of the Environment, Conservation and Parks confirmed the study's methodology.

[35] Mr. MacFarlane testified that concerns respecting employment generation, property values, property taxes, and insurance costs were not determinative planning considerations.

[36] Lastly, Mr. MacFarlane acknowledged that an Emergency Response Plan, Firefighter Training Program, and Stormwater Management Plan remained outstanding, but testified that these matters related to the implementation and operation of the proposed BESS and did not affect his planning opinion. He maintained his opinion that the Applications represent good planning and are in the public interest.

ANALYSIS AND FINDINGS

[37] In determining whether the proposed OPA and ZBA should be approved, the Tribunal must consider the applicable legislative framework. This includes whether the Applications have regard to the matters of provincial interest set out in s. 2 of the *Planning Act*, are consistent with the PPS, conform with the Growth Plan, conform with the Township's OP and ZBL, and represent good planning in the public interest.

[38] The Tribunal has considered the affidavit and oral testimony of Mr. MacFarlane together with the documentary evidence filed in support of the Applications. Mr. MacFarlane was qualified to provide expert opinion evidence in the area of land use planning, and his planning opinion was uncontested.

[39] The Tribunal is satisfied that the proposed development has been supported by appropriate technical studies addressing environmental impacts, land use compatibility, acoustics, vibration, and wildfire mitigation.

[40] The Tribunal accepts Mr. MacFarlane's evidence that the Environmental Impact Study concluded that the proposed development is environmentally feasible. The Tribunal also notes that the study was peer reviewed by TULLOCH and that the Ministry of the Environment, Conservation and Parks confirmed the study's methodology. The Tribunal is satisfied that the technical evidence supports the suitability of the Subject Property for the proposed development.

[41] The evidence established that the proposed BESS is intended to improve the efficiency of the existing electricity system by storing surplus electricity for use during periods of peak demand. The Tribunal accepts Mr. MacFarlane's opinion that the proposal supports the efficient use and conservation of energy, contributes to reducing energy waste, and advances provincial objectives relating to climate change and energy infrastructure.

[42] As the Subject Property is designated 'Rural Community' in the OP, the Tribunal accepts Mr. MacFarlane's evidence that the proposal supports the OP's objectives respecting energy conservation, climate change and renewable energy systems, and that the proposed use is compatible with the surrounding rural area. The Tribunal further concurs that the proposed ZBA will expressly recognize and regulate the proposed BESS through a site-specific exception that identifies both the permitted location and the maximum facility size.

[43] Lastly, the Tribunal has also considered the Participant Statement. The concerns raised were addressed through the technical studies filed in support of the Applications and through Mr. MacFarlane's evidence. The Tribunal accepts Mr. MacFarlane's evidence that the remaining matters, including the Emergency Response Plan, Firefighter Training Program, and Stormwater Management Plan, relate to the implementation and operation of the proposed facility and do not affect the planning merits of the Applications currently before the Tribunal.

[44] In conclusion and having considered the evidence before it, the Tribunal finds that the proposed OPA and ZBA have regard to the matters of provincial interest set out in the *Planning Act*, are consistent with the PPS, conform with the Growth Plan, conform with the Township's OP, and represent good planning in the public interest. Accordingly, the Tribunal approves the Applications.

ORDER

[45] **THE TRIBUNAL ORDERS** the appeal is allowed and the Official Plan for the Township of Armour is amended, as set out in Attachment 1 to this Order.

[46] **AND THE TRIBUNAL ORDERS THAT** the appeal is allowed and By-law No. 27-95, as amended, is hereby amended, as set out in Attachment 2 to this Order. The Tribunal authorizes the municipal clerk of Township of Armour to assign a number to this by-law for record keeping purposes.

[47] The Tribunal may be spoken to in the event that any issues arise in the implementation of this Order.

"J. Innis"

J. INNIS
MEMBER

Ontario Land Tribunal

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

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal ("Tribunal"). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

Attachment 1

BY-LAW NO.________

A BY-LAW TO AMEND

TOWNSHIP OF ARMOUR OFFICIAL PLAN

Permitting Battery Energy Storage Systems

219 Peggs Mountain Road

OFFICIAL PLAN AMENDMENT NO. 4

Approved by the OLT

Lands Affected:	This By-law applies only to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.
Present Designation:	Under the Township of Armour Official Plan, the lands are designated Rural Community.
Proposed Designation:	The amendment adds a site-specific exception for the lands to clarify that a Battery Energy Storage System ("BESS") is permitted on the lands.
Zoning By-law:	A concurrent Zoning By-law Amendment is being brought into effect to clarify Battery Energy Storage System ("BESS") as a permitted use in the site-specific Rural (Ru) zone for the lands.
By-law Purpose:	The goal of this By-law is to amend the Township of Armour Official Plan to confirm that Battery Energy Storage Systems ("BESS's") are a permitted use in the Rural Community designation on the lands, as per the Provincial Planning Statement, 2024.

BY-LAW NO. _____

Being a by-law to adopt the Armour Township Official Plan Amendment No. 4

NOW THEREFORE in accordance with the provisions of the Planning Act, R.S.O. 1990, c. P.13, as amended, hereby enacts as follows:

1. Amendment No. 4 to the Township of Armour Official Plan, is hereby adopted.
2. That this By-law shall come into effect on the date it is passed, subject to the provisions of the Planning Act, R.S.O. 1990, c. P.13.

AMENDMENT NUMBER 4

TO THE

TOWNSHIP OF ARMOUR OFFICIAL PLAN

AMENDMENT NUMBER 4
TO THE
TOWNSHIP OF ARMOUR OFFICIAL PLAN

INDEX

PART "A" - THE PREAMBLE

The Preamble provides an explanation of the proposed Amendment including the purpose, extent, background information, and basis but does not form part of this Amendment.

PART "B" - THE AMENDMENT

The Amendment describes the changes to the Armour Township Official Plan which constitute Official Plan Amendment Number 4.

PART "A" – THE PREAMBLE

PURPOSE

The purpose of the amendment is to clarify the Township of Armour Official Plan to confirm that Battery Energy Storage Systems ("BESS's") are a permitted use on certain lands in the Rural Community designation.

LOCATION

This amendment applies to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.

BACKGROUND

A privately initiated application to amend the Armour Township Official Plan was received by the Township of Armour and deemed complete on January 21, 2025. The application requests an amendment to the Official Plan to permit a Battery Energy Storage System on the lands subject to this amendment.

BASIS

The applicant proposes to develop a Battery Energy Storage System on the lands located at 219 Peggs Mountain Road.

The subject lands are designated Rural Community in the Township of Armour Official Plan.

IMPLEMENTATION AND INTERPRETATION

This Amendment shall be in accordance with the policies of the Armour Official Plan.

PART "B" – THE AMENDMENT

All of this part of the document entitled "PART "B" - THE AMENDMENT", consisting of the following text, constitute Amendment No. 4 to the Official Plan of the Township of Armour.

DETAILS OF THE AMENDMENT

The Official Plan of the Township of Armour is hereby amended as follows:

1. Section 2.1 (Rural Community) of the Township of Armour Official Plan, is hereby amended to add the following subsection:

   2.1.3(h) *"A Battery Energy Storage System shall be permitted on lands at 219 Peggs Mountain Road and described as Part Lot 3 Con 6 Armour Township*, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689. *(OPA 4)"*

2. A location map will be added to section 2.1.3(h) to reference and locate the new policy above.

Attachment 2

ZONING BY-LAW NO. 5-2026

A BY-LAW TO AMEND

ZONING BY-LAW NO. 27-95 as amended

Permitting Battery Energy Storage Systems

219 Peggs Mountain Road

EXPLANATORY NOTE

To Zoning By-law No. 5-2026

Passed by the ONTARIO LAND TRIBUNAL

Lands Affected:	This By-law applies only to the lands within the Township of Armour municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.
Present Zoning:	Under Armour Township Zoning By-law No. 27-95 (as amended), the lands are zoned Rural (Ru).
Proposed Zoning:	The amendment adds a site-specific exception for the lands to clarify that a Battery Energy Storage System is permitted on the lands municipality known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; while maintaining the underlying Rural (Ru) zoning.
Official Plan Designation:	A site specific amendment to the Township of Armour Official Plan (OPA 4) clarifies that a Battery Energy Storage System ("BESS") is a permitted use on the lands subject to this By-law.
By-law Purpose:	The goal of this By-law is to update Zoning By-law No. 27-95 (as amended) to confirm that Battery Energy Storage Systems are a permitted use on the lands subject to this By-law.

ZONING BY-LAW NO. 5-2026

Being a By-law under Section 34 of the *Planning Act, R.S.O. 1990*, to amend Zoning By-law No. 27-95, as amended, of the Municipal Corporation of the Township of Armour, with respect to adding permissions for Battery Energy Storage System in the Rural (Ru) zone as it relates to the lands municipally known as 219 Peggs Mountain Road, legally described as Part Lot 3, Concession 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour.

NOW THEREFORE the Ontario Land Tribunal enacts as follows:

1. **THAT** Section 2 (Definitions) of Zoning By-law No. 27-95, as amended, is hereby updated to add the following subsection:

   *2.23.1 **"Battery Energy Storage System"** means a battery storage system or facility that captures energy produced at one time for use at a later time to reduce imbalances between energy demand and energy production."*

2. **THAT** Section 19 (Exceptions) of Zoning By-law No. 27-95, as amended, is hereby updated to add the following subsections:

   RU-112 Schedule A-2

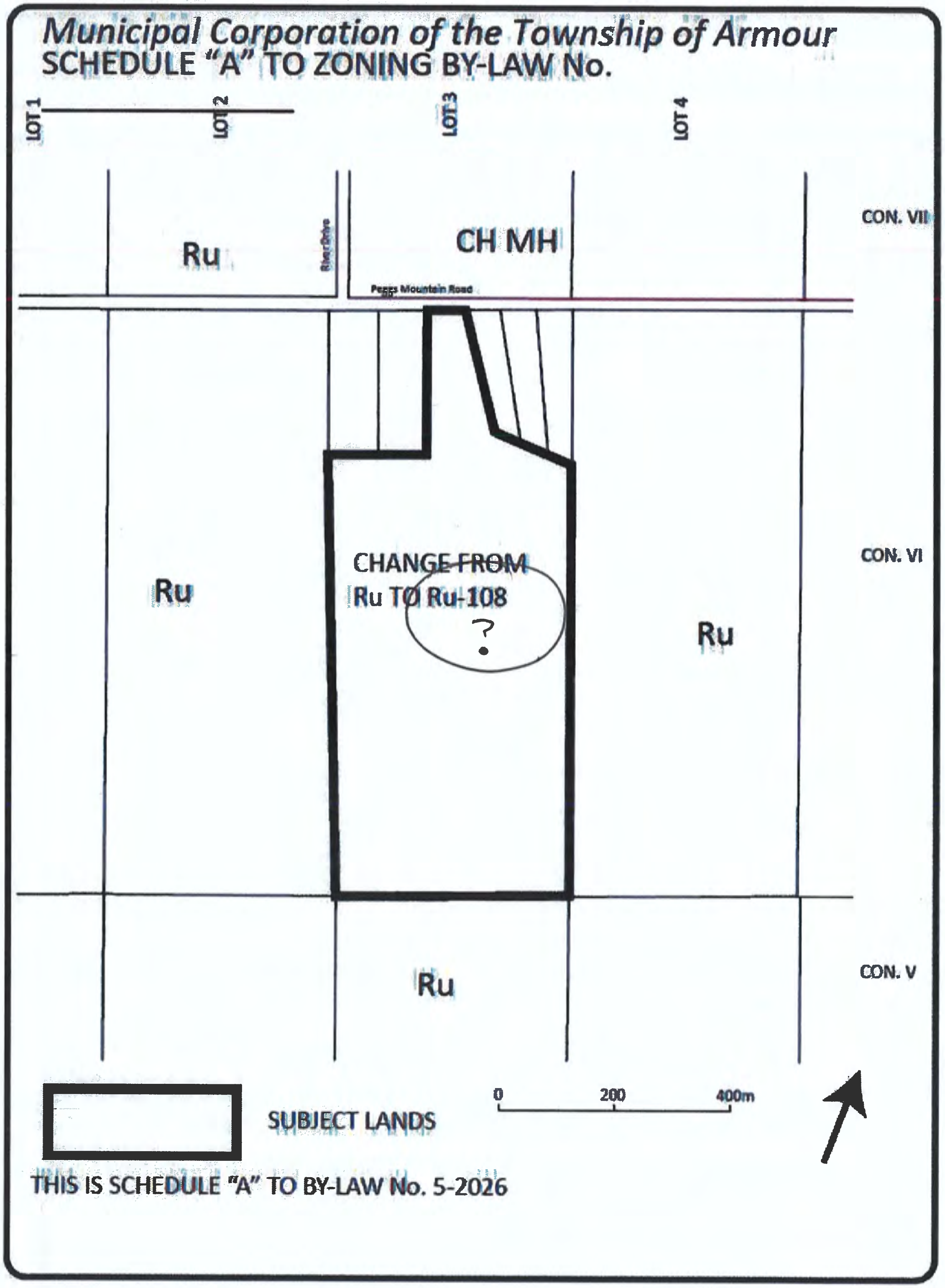
   "Notwithstanding any provisions to the contrary, a Battery Energy Storage System is permitted at 219 Peggs Mountain Road, legally described as Part Lot 3 Con 6 Armour, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689; Township of Armour;

   Notwithstanding any provisions to the contrary, a Battery Energy Storage System facility is only permitted in the location as shown hatched on Schedule B to Zoning By-law No. 5-2026; and

   Notwithstanding any provision to the contrary, for a Battery Energy Storage System, the maximum rated power capacity is 4.99 megawatts (MW) and the maximum rated energy storage capacity is 19.96 megawatt-hours (MWh)."

3. **THAT** Schedule A-2 of Zoning By-law No. 27-95, as amended, is hereby amended by changing the zoning classification of the subject lands forming Part Lot 3, Concession 6, save and except Part 1 and 2, Plan 42R22137 and Parts 1, 2 and 3, Plan 42R22689, known municipally as 219 Peggs Mountain Road, from the Rural (Ru) Zone to the Rural Exception No. 112 (Ru-112) Zone in accordance with Schedule "A" attached hereto and by this reference forming part of this By-law; and

4. **THAT** this By-law shall come into effect on the date OPA 4 has been approved, subject to the provisions of the *Planning Act*, R.S.O. 1990, c. P13.


Municipal Corporation of the Township of Armour
SCHEDULE "A" TO ZONING BY-LAW No.
LOT 1
LOT 2
LOT 3
LOT 4
Ru
CH MH
CON. VII
Peggs Mountain Road
CHANGE FROM
Ru TO Ru-108
?
Ru
CON. VI
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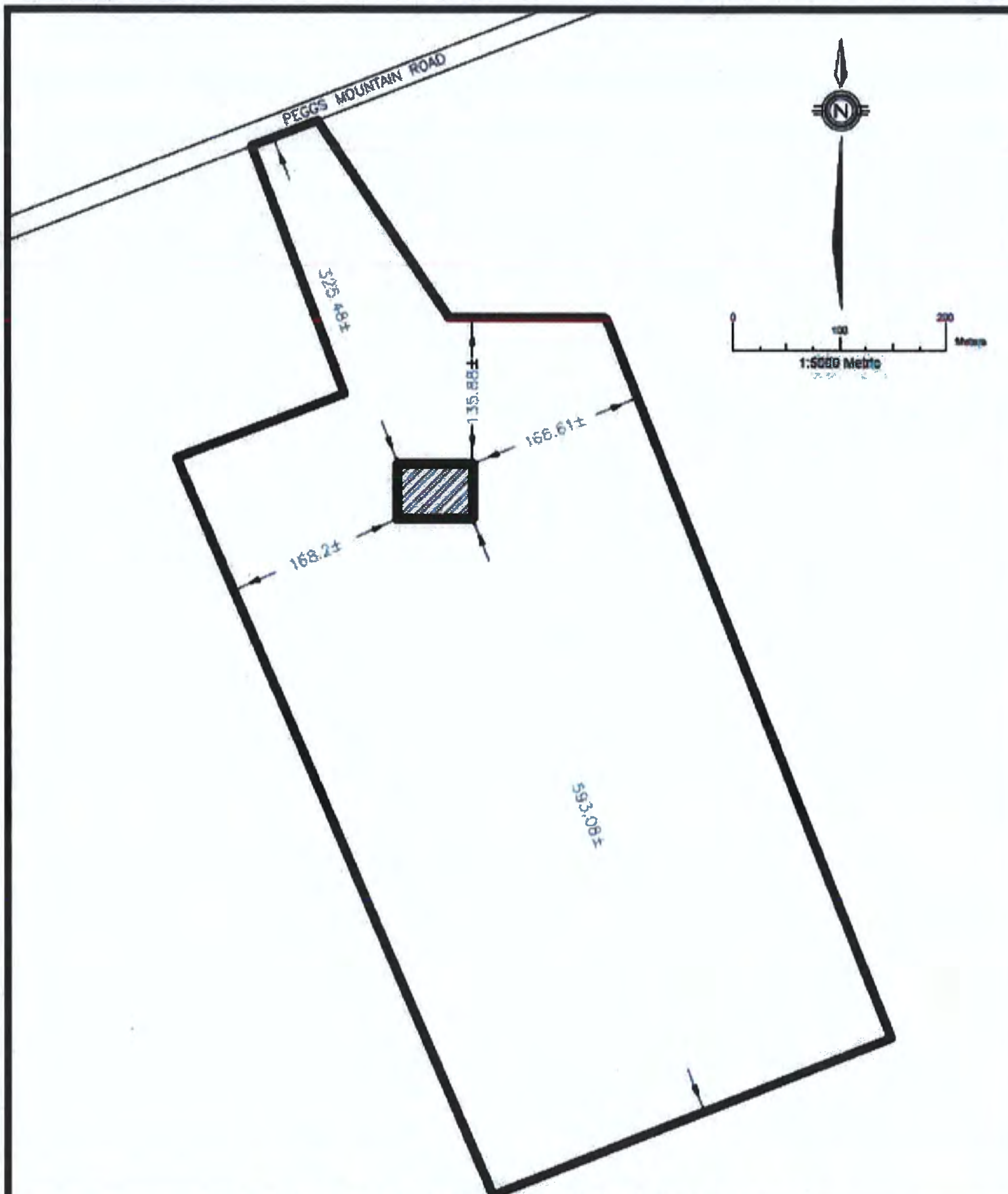
0
200
400m
SUBJECT LANDS
THIS IS SCHEDULE "A" TO BY-LAW No. 5-2026



Schedule "B" to By-law No. 5-2026

219 Peggs Mountain Road

Lot 3, Concession 6, Save & Except Parts 1 & 2, 42R22137

And Parts 1, 2, and 3, 42R22689

Township of Armour

(17)

STAFF REPORT

Date: July 28, 2026

To: Council

From: Charlene Watt, Municipal Clerk

Subject: Shared Services Agreement – Fully Executed

Recommendation

That Council receive this report for information.

Purpose

The purpose of this report is to advise Council that the Shared Services Agreements between the Township of Armour, the Township of Ryerson, and the Village of Burk's Falls for the provision of Arena Services and Waste Management Services have been signed by all three municipalities and are now in effect.

Staff will continue to work with our municipal partners to administer the agreements in accordance with their terms.

Respectfully submitted,

Charlene Watt

Municipal Clerk

Attachments – Fully Executed Shared Services Agreement for Arena Services and Waste Management Services.

SCHEDULE A TO BY-LAW #33-2026

JOINT ARENA SERVICES AGREEMENT

This Agreement made effective this 23rd 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 1st, June 1st, September 1st and December 1st) for their share of the Service and such invoices are due within thirty (30) Calendar Days of issuance.

27. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

VII. INDEMNIFICATION AND INSURANCE

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

(a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;

(b) Any breach by the Indemnifying Party of any provision of this Agreement;

(c) The operation and funding 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 23 day of June, 2026.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

Mayor - Rod Ward

Charlene Watt
Clerk - Charlene Watt

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

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP OF RYERSON

Glenn Miller
Deputy Mayor

Nancy Field
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.

SCHEDULE A TO BY-LAW #34-2026

JOINT WASTE MANAGEMENT SERVICES AGREEMENT

This Agreement made effective this 23rd 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 1st, June 1st, September 1st and December 1st) for their share of the net costs of the Service and such invoices are due within thirty (30) Calendar Days of issuance.

29. After the annual audit is complete, the Administering Municipality shall either invoice or refund to the other Municipalities the difference between the budgeted amount paid by each Municipality and the actual amount to be paid as determined by the audit.

VII. INDEMNIFICATION AND INSURANCE

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

    (a) Any act or omission of the Indemnifying Party or its employees, agents, contractors, or representatives in the performance of their obligations under this Agreement;

    (b) Any breach by the Indemnifying Party of any provision of this Agreement;

    (c) The operation and funding 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

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

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

The Corporation of the Township of Ryerson

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

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

XIII. FORCE MAJEURE

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

XIV. GENERAL PROVISIONS

Severability and Jurisdiction

46. If any provision of this Agreement is determined by a Court of competent jurisdiction to be illegal or beyond the power, jurisdiction, or capacity of any party bound hereby, such provision shall be severed from this Agreement and the remainder of this Agreement shall continue in full force and effect and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out herein. It is agreed and acknowledged by the parties that each is satisfied as to the jurisdiction of each party to enter into this Agreement. The parties agree that they shall not question the

jurisdiction of any party to enter into this Agreement nor question the legality of any portion hereof, nor question the legality of any obligation created hereunder and the parties, their successors and assigns are and shall be estopped from contending otherwise in any proceeding before a Court of competent jurisdiction or any administrative tribunal.

Legislative Change

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

Entire Agreement

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

Laws of Ontario

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

Amendments

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

Counterparts

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

Headings and Wording

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

53. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

54. The Municipalities have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Municipalities, and no presumption or burden of proof shall arise favouring or disfavouring any Municipality by virtue of the authorship of any of the provisions of this Agreement.

55. No Municipality shall assign or transfer any of the rights, benefits and obligations in or under this Agreement without the prior written consent of the other Municipalities. Any such assignment shall not relieve any Municipality of its obligations herein. This Agreement shall be binding upon and endure to the benefit of the parties and their successors and permitted assigns and heirs.

56. No Municipality shall call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, before any court or before any administrative tribunal, the right of the Municipalities, or any of them, to enter into this Agreement, or the enforceability of any term, agreement, provision, covenant or condition contained in this Agreement, and this clause may be pled as estoppel as against any such Municipality in such proceedings.

57. The Schedules attached hereto which form part of this Agreement are as follows:

Schedule "A" - Real Property Ownership

Schedule "B" - Dissolution of Assets

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement, made and effective as of the 23 day of June, 2026.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

Mayor - Rod Ward

Charlene Watt

Clerk - Charlene Watt

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

Mayor

Clerk

THE CORPORATION OF THE TOWNSHIP OF RYERSON

Glenn Miller

Deputy Mayor

Nancy Field

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.

(18)

DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
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Date: **July 28, 2026**

Motion # 2026-222

That the Council of the Township of Armour approves the application submitted to Northern Ontario Resources Development Support Fund (NORDS) for funding to be used for the Armour Road Revitalization Project and confirms that the Township of Armour will fund their share of the project and any shortfall which may occur with this project.

Moved by:		**Seconded by:**	
Blakelock, Rod	☐	Blakelock, Rod	☐
Brandt, Jerry	☐	Brandt, Jerry	☐
Haggart-Davis, Dorothy	☐	Haggart-Davis, Dorothy	☐
Ward, Rod	☐	Ward, Rod	☐
Whitwell, Wendy	☐	Whitwell, Wendy	☐

Carried / Defeated ______________________

Declaration of Pecuniary Interest by: ______________________

Recorded vote requested by: ______________________

Recorded Vote:	For	Opposed
Blakelock, Rod	☐	☐
Brandt, Jerry	☐	☐
Haggart-Davis, Dorothy	☐	☐
Ward, Rod	☐	☐
Whitwell, Wendy	☐	☐