

CORPORATION OF THE TOWNSHIP OF RYERSON

REGULAR MEETING AGENDA

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

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

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

Members of the Public are not permitted in a Closed meeting.

To Members of the Public: If you have trouble with your connection during the meeting, you may notify the Host by e-mail at: treasurer@ryersontownship.ca

Meeting will be recorded.

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

Note: (R) denotes resolution

1. CALL TO ORDER:

1.1 Attendance:

1.2 Announcement: This meeting is being recorded

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

2. ADOPTION OF MINUTES:

2.1 Adoption of minutes from the regular meeting on July 09, 2024 **(R)**

3. DECLARATION OF PECUNIARY INTEREST:

4. DELEGATIONS AND PRESENTATIONS:

4.1 Joash Jarvis – By-laws

5. REPORTS:

5.1 PUBLIC WORKS: July Roads Report.

5.2 CLERK: Fees By-law Housekeeping **(R)**, Delegate Site Plan Authority. **(R)**

5.3 CAO/TREASURER: Procurement By-law **(R)**, Bartlett Lake Culvert **(R)**,
20 Year Franchise Agreement Final Read. **(R)**

5.4 Delegation Discussion

6. BUSINESS ARISING/ACTIVITY LOG:

6.1 Next Tri Council Meeting Topics

7. COMMUNICATION ITEMS:

7.1 Municipality of Wawa - Reabsorb the Costs Back to the Provincial
Ontario Budget for O.P.P. **(R)**

7.2. General information:

-Historical Society Meeting Minutes for July 2024.

-Letter to Municipalities on new Ontario Provincial Police Agreement

-Heritage Day 2024 Summary.

-Almaguin Community Economic Development Director of Economic
Development Report.

-Grey Stone Library Site Feasibility Final Report.

-Joint Building Committee June & July 2024 Report.

8. CONFIRMING BY-LAW:

9. IMPORTANT DATES:

-August 25, 2024, Hazmat Day

-August 26, 2024, Tri-Council Meeting 7:00 p.m.

-September 31st - 2nd, Burk's Falls Fall Fair

-September 10, 2024, Regular Meeting 6:00 p.m.

10. ADJOURNMENT:

CORPORATION OF THE TOWNSHIP OF RYERSON

LIST OF PROPOSED RESOLUTIONS

FOR COUNCIL MEETING: August 13, 2024 AT 6:00 P.M.

Item # 1.3 on Agenda Moved by Councillor Miller, Seconded by Councillor Robertson,

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

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

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

Item # 5.2 on Agenda Moved by Councillor Abbott, Seconded by Councillor Miller,

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

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

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

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

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

Item # 5.3 on Agenda Moved by Councillor Miller, Seconded by Councillor Patterson,

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

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

Be it resolved that leave be given to introduce a Bill #___-24, being a By-law to enter into a 20-year Franchise Agreement with Enbridge Gas and further; That By-law #___-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passes in Council this 13th day of August 2024.

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

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

Item # 8 on Agenda Moved by Councillor Robertson, Seconded by Councillor Miller,

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

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

Be it resolved that we do now adjourn at _____. The next regular meeting September 10, 2024 at 6:00 p.m.

CORPORATION OF THE TOWNSHIP OF RYERSON

REGULAR COUNCIL MEETING

MINUTES

July 9, 2024 AT 6:00 P.M.

The regular meeting of Council of the Corporation of the Township of Ryerson was held **July 9, 2024** at 6:00 p.m. This was a hybrid meeting combining in person, electronic meeting via Zoom and phone.

1. CALL TO ORDER

Mayor George Sterling called the meeting to order at 6:00 p.m.

Attendance was announced, and it was noted that the meeting is being recorded.

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

Staff in attendance: Brayden Robinson and Kelly Morissette

Public attending in person or electronically: Judy Ransome, Nieves Guijarro, Josh Lilley and Roman Kacynski.

Notice of this meeting was posted on the website.

2. ADOPTION OF AGENDA

R-114- 24 Moved by Councillor Miller, Seconded by Councillor Robertson,

Be it resolved that Ryerson Township Council adopt the July 9, 2024 agenda as circulated.

(Carried)

3. ADOPTION OF MINUTES

R-115- 24 Moved by Councillor Patterson, Seconded by Councillor Abbott,

Be it resolved that the minutes from the public meeting on June 25, 2024 and the regular meeting on June 25, 2024 be adopted as circulated.

(Carried)

4. DECLARATION OF PECUNIARY INTEREST: None noted.

5. REPORTS:

PUBLIC WORKS: Fred Schmeltz, Roads Supervisor provided Council with a roads report for May and June. No discussions were had.

FIRE DEPARTMENT: Joe Readman, Fire Chief, provided Council with a quarterly report. No discussions were had.

CAO/TREASURER: Brayden provided Council with a report regarding the community yard sale and the Q2 Budget Variance Report. Questions were asked and answered regarding the budget report.

6. COMMUNICATION ITEMS

Council was provided with request for donation from the Almaguin Highlands Health Council. Discussions were had. Resolution noted below.

R-116- 24 Moved by Councillor Abbott, Seconded by Councillor Miller,

Be it resolved that the Township of Ryerson receives the request from the Almaguin Highlands Health Council for a donation towards the *Strategic Road Map Project* and authorizes a payment of up to \$ 2,000.00 towards the project.

(Carried)

Council Patterson spoke on the minutes received from the Almaguin Highlands Health Council.

General Information Items Received:

- Council received the April 2024 meeting minutes from the library.
- Council received the resolution from Burk's Falls supporting the NOHFC Grant application for the fire hall.
- Council received the June minutes from the Almaguin Highlands Health Council.

7. CLOSED MEETING

R-117-24 Moved by Councillor Robertson, Seconded by Councillor Patterson,

That we move to a closed session at 6:37 p.m., pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (d) as the subject matter being considered is regarding labour relations or employee negotiation. The general nature of the closed meeting is to discuss HR matters.

And; pursuant to the Municipal Act 2001, c. 25, Section 239 (2) (d) as the subject matter being considered is regarding labour relations or employee negotiations; The general nature of the closed meeting is to discuss HR matters.

(Carried)

8. CONFIRMING BY-LAW

R-118-24 Moved by Councillor Miller, Seconded by Councillor Robertson,

Be it resolved that leave be given to introduce a Bill # 39-24, being a By-law to confirm the meetings of Council and further; That By-Law # 39-24 be read a First, Second, and Third time, Signed and the Seal of the Corporation affixed thereto and finally passed in Council this 9th day of July 2024.

(Carried)

10. ADJOURNMENT:

R-119-24 Moved by Councillor Miller, Seconded by Councillor Patterson,

Be it resolved that we do now adjourn at 7:14 p.m. The next regular meeting is scheduled for August 13, 2024, at 6:00 p.m.

(Carried)

MAYOR

CLERK/DEPUTY CLERK

TOWNSHIP OF RYERSON

28 MIDLOTHIAN ROAD

R. R. # 1

BURKS FALLS, ONTARIO P0A 1C0

Phone 705 382-3232 Fax 705 382-3286

email: clerk@ryersontownship.ca

DELEGATION REQUEST FORM

NAME: Joash Jarvis

MAILING ADDRESS: 9 Glendon Dr. St. Catharines O.N.
L2M 5Y6

PHONE NUMBER: 905 401-9191

COUNCIL MEETING DATE: Aug 6/2024

PRESENTATION TO BE PROVIDED TO THE CLERK? YES NO

POWERPOINT REQUIRED? YES NO

GENERAL NATURE OF DELEGATION:

unfit bylaws that please a small group of people, rather than a community as a whole
- bylaws that make zero sense, and obviously have very little thought behind them
Municipal overreach - generator bylaws
- trailer bylaw


If more space is required please attach another page.

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

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

SIGNATURE: Joash Jarvis DATE: Aug 6/2024

If you have a digital signature or wish to create one, click on the signature box and follow the instructions. If you do NOT have a digital signature, please print and sign the form.

	<h2>Staff Report</h2>
To:	Ryerson Township Council
From:	Fred Schmeltz Roads Supervisor
Date of Meeting:	August 13, 2024
Report Title:	Monthly Update
Report Date:	

During the month of July, the roads department did significant ditching along Hill and Gully Road. The ditching is a precursor to next seasons gravel application. We applied gravel to Dairy Lane this month as well. During August we hope to close the Gravel application loop, with Madil Road and Branch Lane, this will restart the ten-year gravel application rotation around the township.

During July the excavator was down for several weeks. A DEF system alarm put the machine into limp mode. Our mechanic was sent the wrong part which has delayed the repairs. This has temporarily halted our brushing operations.

The Roadside mowing tender was completed, and the work was satisfactory to the department. The roads department went behind the mowers and brushed around all the signs in the township. While brushing the signs they straightened and repaired any issues the encountered.

The double surface tender was completed in July. Currently the public and council will notice some dust along that section of Pegg’s Mountain Road, this will lessen as the rains and traffic remove the loose gravel. The surface itself looks excellent.

Heavy rains have been hard on our calcium application and some areas are showing signs of deterioration. We will monitor these areas and apply flake calcium where needed if the dust gets too bad.

CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW # _____-24



**BEING A BY-LAW AMENDING SCHEDULE "B" TO PROVIDE FOR ANIMAL CONTROL
BY THE CORPORATION OF THE TOWNSHIP OF RYERSON**

WHEREAS the Corporation of the Township of Ryerson charges various fees for licenses, permits, and services offered by the Corporation;

AND WHEREAS Section 8 of the *Municipal Act*, S.O. 2001 provides that the powers of a municipality under the Act or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of the *Municipal Act* provides that a municipality has the capacity, rights, power and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS Section 391 of the *Municipal Act*, 2001, c 25, as amended, gives authority for a municipality to impose fees or charges on persons,

- a) For services or activities provided or done by or on behalf of it;
- b) For costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and
- c) For the use of its property, including property under its control

AND WHEREAS Section 398 of the *Municipal Act* provides the municipality with authority to add unpaid fees and charges, including any interest on the unpaid balance, to the tax roll for any real property within the Municipality owned by the person responsible for paying the fees and charges, and the amount may be collected in the same manner as municipal taxes;

AND WHEREAS the Corporation deems it advisable to create a comprehensive by-law to provide for the charging of fees;

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

1. That Schedule 'B' of By-law 31-23 be amended as per the Schedule 'B' annexed to and forming part of this By-Law, and shall be charged for licences, permits, services and documents listed therein.
2. That all other provisions of By-law 31-23 shall remain in force and effect.
3. This by-law shall come into force and effect on the date of passing.

Read a First, Second, and Third time,
Signed and the Seal of the Corporation
affixed thereto and finally passed in
Council this 13th day of August 2024.

MAYOR

CLERK




CORPORATION OF THE TOWNSHIP OF RYERSON
SCHEDULE "B" TO BY-LAW #31-23 AS AMENDED
BY-LAW #___-24
ANIMAL CONTROL FEES

Description of Fees	2023	2024	2025	2026	2027
Dog License Fee- first dog (<i>dogs must have rabies vaccination</i>) if purchased prior to March 31st	\$ 15.00	\$ 16.00	\$ 17.00	\$ 18.00	\$ 19.00
Dog License Fee- each subsequent dog if purchased prior to March 31st	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00
Dog License Fee- first dog (<i>dogs must have rabies vaccination</i>) purchased after March 31st	\$ 30.00	\$ 32.00	\$ 34.00	\$ 36.00	\$ 38.00
Dog License Fee- each subsequent dog purchased after March 31st	\$ 40.00	\$ 42.00	\$ 44.00	\$ 46.00	\$ 48.00
Dog License Replacement (lost tag replacement)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00
Dog Kennel License for 5-20 dogs (Class 1)	\$ 125.00	\$ 140.00	\$ 155.00	\$ 170.00	\$ 185.00
Dog Kennel License for 21 -100 dogs (Class 2)	\$ 250.00	\$ 265.00	\$ 280.00	\$ 295.00	\$ 310.00
Service Animals and Guardian Dogs	No Charge	No Charge	No Charge	No Charge	No Charge
Fees under the Nuisance Beaver Control By-Law #31-24					
<i>Where there is a contract with the municipality under Section 7 of By-Law # 31-24</i>					
Inspection of property	No Charge	No Charge	No Charge	No Charge	No Charge
Removal of nuisance beaver per animal	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Breaking of nuisance beaver dam, per occasion	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Repair of damage to a public road caused by nuisance beaver/dam	No Charge	No Charge	No Charge	No Charge	No Charge
<i>Where there is no contract with the municipality under Section 7 of By-Law # 31-24</i>					
Inspection of property, per inspection to a maximum of 5 per calendar year *	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
Removal of nuisance beaver per animal *	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Breaking of nuisance beaver dam, per occasion*	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Repair of damage to a public road caused by nuisance beaver/dam*	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00

****The actual cost to the Township will be charged if greater than the suggested fee.***

Where applicable, GST/HST has been incorporated into the above fees.

	<h2>Clerk's Report</h2>
To:	Council
From:	Nancy Field, Clerk
Date of Meeting:	August 13, 2024 Regular Meeting
Report Title:	Delegate Site Plan Authority
Report Date:	July 30, 2024

Recommendation

That Ryerson Township Council adopt a By-law to delegate staff member Nancy Field the authority to approve site plan and drawings and to sign site plan agreements.

Background

Bill 109, More Homes for Everyone Act, made changes to the Planning Act which requires site plan approval to be delegated to an officer, employee or agent of the municipality as an authorized person for the purpose of approving plan and drawings and signing the agreements. This would require the passing of a by-law to delegate an authorized person. This means that each site plan agreement will not need to go to Council to receive approval if you have a delegated authorized person. Note also that the timeline for these approvals has been extended from 30 days to 60 days.

CORPORATION OF THE TOWNSHIP OF RYERSON

BY-LAW # ____-24

**BEING A BY-LAW TO DELAGATE STAFF THE AUTHORITY TO APPROVE SITE
PLANS, DRAWINGS AND SIGN SITE PLAN AGREEMENTS**

WHEREAS the Planning Act S.O. 1990, c. P13, Section 41, (4.0.1), Council shall appoint an officer, employee or agent of the municipality as an authorized person.

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

1. Ryerson Township Council appoint staff member Nancy Field.
2. The authority to approve site plans, drawings and to sign site plan agreements.

Read a first, Second and Third
Time signed and seal of the
Corporation affixed there to
Finally passed in Council this 13th
Day of August, 2024.

MAYOR

CLERK

PROCUREMENT POLICY

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

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

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

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

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

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

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

SECTION 2 PURPOSE

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

SECTION 3 APPLICATION AND SCOPE

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

SECTION 4 CONTRACT SPLITTING

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

SECTION 5 PROCUREMENT PRINCIPLES AND GOALS

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

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

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

SECTION 6 GENERAL CONDITIONS & POLICY OBJECTIVES, PROCEDURES & INSTRUCTIONS

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

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

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

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

SECTION 7 REQUIREMENT FOR APPROVED FUNDS

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

SECTION 8 EXCEPTIONS & EXEMPTIONS TO METHODS OF ACQUISITION

8.1. Volatile Market Conditions

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

8.2. Sole Source Procurement

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

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

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

8.3. Single Source

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

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

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

8.4. Service Contract Renewal

Prior to the expiration of an existing Contract for service (e.g., consulting, cleaning services), the Department Head shall prepare a report for Council summarizing the performance of the Vendor over the term of the Contract. Upon review of the report, Council may extend the term of the Contract provided that:

- i. the Vendor's performance in supplying the Goods and/or Services is considered to have met the requirements of the Contract; and
- ii. Council and the Department Head agree that the exercise of the option is in the best interests of the Township.

8.5. Emergency Procurement

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

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

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

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

SECTION 9 METHODS OF PROCUREMENT

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

9.1. Procurement of Goods and/or Services

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

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

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

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

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

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

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

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

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

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

9.2. Requests for Proposals

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

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

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

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

METHODS OF PROCUREMENT – SUMMARY TEMPLATE

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

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

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

GOODS AND/OR SERVICES and PROFESSIONAL AND CONSULTING SERVICES

10.1. Where the:

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

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

10.2. Council approval is required where the:

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

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

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

SECTION 11 DISPOSAL OF SURPLUS GOODS

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

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

SECTION 12 CONFLICT OF INTEREST

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

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

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

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

Petty Cash Items

Training and Education

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

Employee Expenses

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

Employer's General Expenses

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

Professional and Special Services

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

Utilities

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

APPENDIX "B" – BID IRREGULARITY

BID IRREGULARITY

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

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

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

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

MATHEMATICAL ERRORS – RECTIFIED BY STAFF

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

ACTION TAKEN:

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

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

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

APPENDIX "C" – TENDER PROCESS

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

Advertising

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

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

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

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

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

Release of Tender Documents

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

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

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

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

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

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

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

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

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

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

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

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

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

Receipt and Opening of Bid Documents

The Township will refuse to accept any Bid that is:

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

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

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

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

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

Action when all Bids Received are Over Budget

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

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

Return of Deposit Cheques

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

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

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

Action When Successful Bidder Does Not Finalize Contract

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

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

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

Execution of Contract

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

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

APPENDIX "D" – REQUEST FOR PROPOSAL PROCESS

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

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

Advertising

The Department Head will advertise and distribute RFPs:

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

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

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

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

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

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

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

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

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

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

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

a. **\$25,000.00 or less**

- A written Bid must be acquired by the initiating Department.
- No report to Council is required.
- A Purchase Acknowledgement must be issued.

b. **Over \$25,000.00**

- Proposal guideline documents shall be processed through the Department and shall be advertised on the Township website, at a minimum.
- Bids will be evaluated on the basis of quantitative and qualitative criteria, established and rated by the Evaluation Team.
- A report to Council is required from the Issuing Department for Council consideration and approval.
- Upon Council's approval, a Contract must be executed by the Mayor and the Clerk or Treasurer.

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

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

1.0 Authority

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

2.0 Purchasing Card Coordination

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

3.0 Purchasing Card Use

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

4.0 Responsibilities

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

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

4.2 Treasurer's Responsibility

The Treasurer is responsible for:

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

4.3 Cardholder Responsibility


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

5.0 Purchasing Card Limits

5.1 Purchasing Card limits shall be established as follows:

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

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

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

Recommendation:

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

Purpose/Background:

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

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

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

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



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

July 31, 2024

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

Dear Mr. Robinson:

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

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

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

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

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

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

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

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

Yours truly,

A handwritten signature in black ink, appearing to read "Patrick McMahon". The signature is fluid and cursive, with the first name "Patrick" being more prominent than the last name "McMahon".

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

Encl.



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

DECISION AND ORDER

EB-2024-0143

ENBRIDGE GAS INC.

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

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

July 30, 2024

1 OVERVIEW

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

2 CONTEXT AND PROCESS

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

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

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

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

3 APPLICATION

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

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

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

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

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

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

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

Enbridge Gas applied to the Township of Ryerson for approval of a franchise for the entirety of the Township⁴, based on a proposed municipal franchise agreement in the form of the Model Franchise Agreement, with no amendments, for a term of twenty years. On February 27, 2024, the Township of Ryerson gave its approval.

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

¹ Application and Evidence, para 4 and 5

² Enbridge Gas Letter, April 30, 2024, para A and B

³ Enbridge Gas Letter, April 30, 2024, para A

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

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

3.2 Request for a Certificate of Public Convenience and Necessity

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

Enbridge Gas notes that as part of the Village of Burk's Falls community expansion project⁵, a section of main was extended off Highway 520 up East Road which is across the street from residents that have requested service attachment in the Township of Ryerson.⁶ Enbridge Gas submits that potential service connections in the Township of Ryerson will tie into Enbridge Gas's existing system along East Road, north of Highway 520⁷ and that it will strive to address the existing requests for service as soon as possible.⁸

Enbridge Gas states that while it holds certificates for most of the municipalities that are immediately adjacent to the Township of Ryerson⁹, it does not hold a certificate for either the Township of Ryerson or the Township of Armour.¹⁰

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

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

⁶ Application and Evidence, Para 5

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

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

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

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

¹¹ Enbridge Gas Letter, April 30, 2024, para C

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

4 FINDINGS

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

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

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

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

5 ORDER

IT IS ORDERED THAT:

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

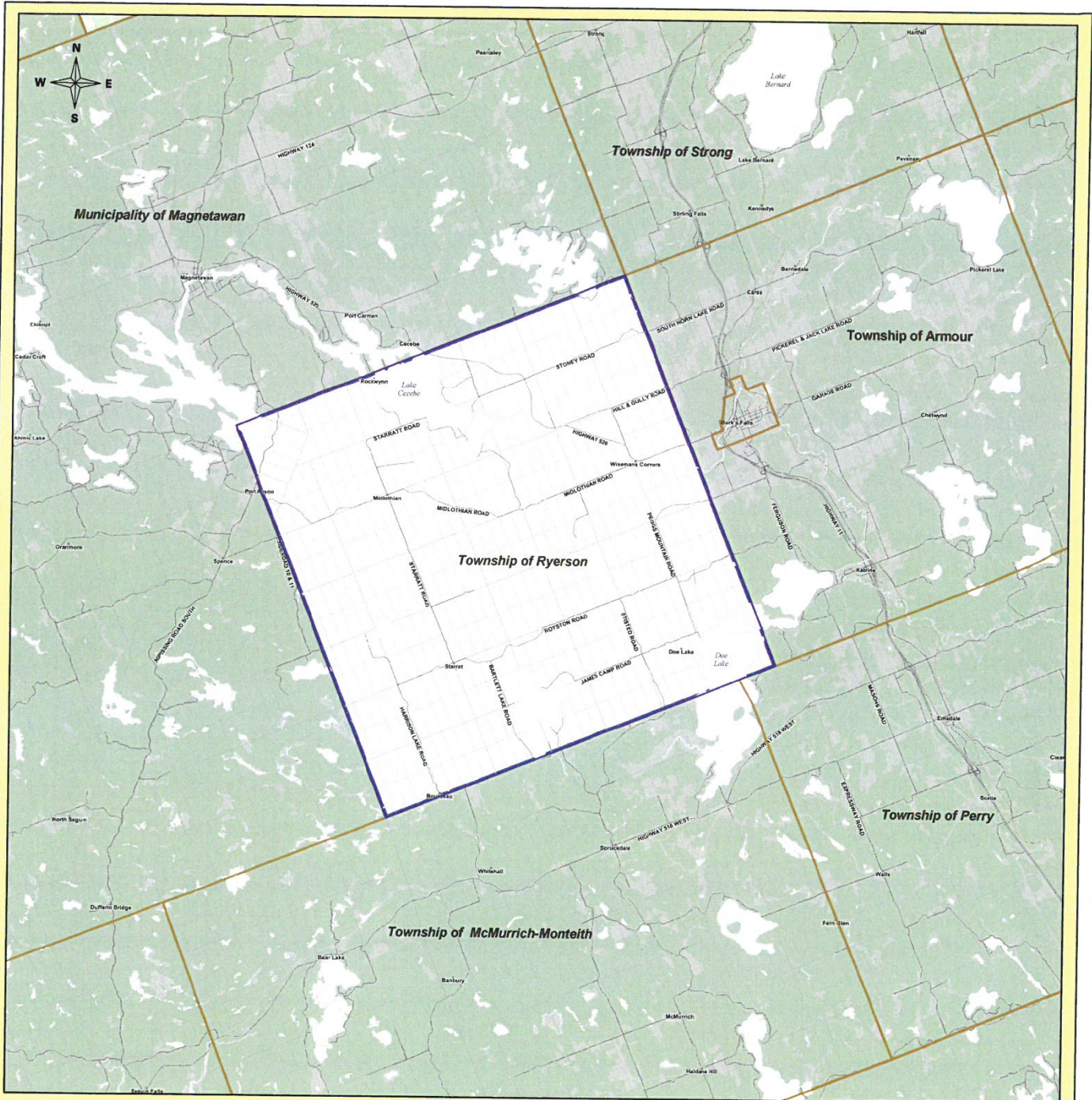
DATED July 30, 2024

ONTARIO ENERGY BOARD

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

Theodore Antonopoulos
Vice President
Major Applications

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



Township of Ryerson

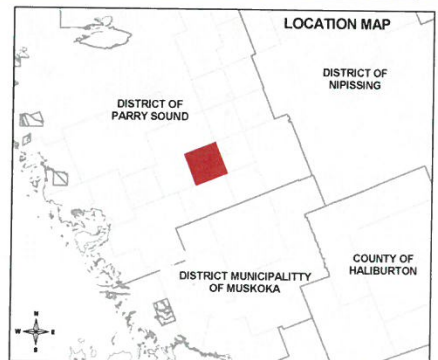
Legend

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



Disclaimer:

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



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

2000 Model Franchise Agreement

THIS AGREEMENT effective this day of , 2024

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF RYERSON

hereinafter called the "Corporation"

- and -

ENBRIDGE GAS INC.

hereinafter called the "Gas Company"

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

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

THEREFORE the Corporation and the Gas Company agree as follows:

Part I - Definitions

1. In this Agreement

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

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

Part II - Rights Granted

2. To provide gas service

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

3. To Use Highways

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

4. Duration of Agreement and Renewal Procedures

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

or

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

Part III – Conditions

5. Approval of Construction

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

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

6. As Built Drawings

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

7. Emergencies

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

8. Restoration

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

9. Indemnification

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

10. Insurance

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

11. Alternative Easement

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

12. Pipeline Relocation

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

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

Part IV - Procedural And Other Matters

13. Municipal By-laws of General Application

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

14. Giving Notice

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

15. Disposition of Gas System

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

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

16. Use of Decommissioned Gas System

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

17. Franchise Handbook

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

18. **Other Conditions**

None.

19. **Agreement Binding Parties**

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

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

THE CORPORATION OF THE TOWNSHIP OF RYERSON

Per:

George Sterling, Mayor

Per:

Brayden Robinson, CAO / Treasurer

ENBRIDGE GAS INC.

Per:

Mark Kitchen, Director, Regulatory Affairs

Per:

Nicole Lehto, Director, Regional Operations

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

EB-2024-0143

Certificate of Public Convenience and Necessity

The Ontario Energy Board grants

Enbridge Gas Inc.

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

Township of Ryerson

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

DATED at July 30, 2024

ONTARIO ENERGY BOARD

Theodore
Antonopoulos

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

Theodore Antonopoulos
Vice President
Major Applications

**THE CORPORATION OF TOWNSHIP OF RYERSON
BY-LAW NUMBER 14 -22
Noise Control By-law**

**BEING A BY-LAW TO REGULATE NOISE IN THE TOWNSHIP OF
RYERSON**

WHEREAS Section 129 of the Municipal Act 2001, S.O. c. 25 as amended authorizes the municipality to prohibit and regulate with respect to noise; and

WHEREAS it is expedient to exercise the power conferred upon the Council by the Environmental Protection Act, R.S.O. 1990, chap. E19, as amended and other statutory authority; and

AND WHEREAS it is the policy of the Council to reduce and control excessive or nuisance noise or vibration, to protect the public health and safety, and preserve the tranquility in the Township of Ryerson;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF RYERSON ENACTS AS FOLLOWS:

SHORT TITLE

1. This By-law may be referred to as the "Noise Control By-law".

DEFINITIONS

2. In this by-law:
 - a) "**agricultural noise**" includes: irrigation pumps, crop conditioning and drying equipment, refrigeration units, crop protection and equipment necessary to provide for livestock.
 - b) "**appliance**" means a household device whether fixed or portable;
 - c) "**applicant**" means the person or persons seeking an exemption of either a temporary or permanent nature from the provisions and requirements of this Bylaw;
 - d) "**By-law Enforcement Officer**" means the By-Law Enforcement Officer appointed by the Township of Ryerson or their agent, other staff appointed as an Officer for the Township;
 - e) "**construction**" includes the erection, alteration, repair, dismantling, demolition, structural maintenance, painting, moving, land clearing, earth moving, grading, excavating, the laying of pipe and conduit whether above or below ground level, street and highway building, concreting, equipment installation and alteration and the structural installation of construction components and materials in any form or for any purpose and includes any work in connection there with;
 - f) "**construction equipment**" means any equipment or device designed and intended for use in construction or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, cranes, derricks, loaders, scrapers, pavers, generators, off-highway haulers or trucks, ditchers,

compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment;

- g) "**conveyance**" includes a vehicle and any other device employed to transport a person or persons or goods from place to place but does not include any such device or vehicle if operated only within a building;
- h) "**Council**" means the Council of The Corporation of the Township of Ryerson;
- i) "**electronic device**" means a device intended primarily for the production, reproduction or amplification of sound, including, but not limited to, any musical instrument, radio receiver, television receiver, recorder, phonograph, loudspeakers, amplifiers, microphones or reproducers or any combination of such equipment, including devices used in the reproduction of music, speech or other sounds;
- j) "**emergency vehicles and equipment**" means any emergency services vehicle including fire trucks, ambulances, police vehicles, utility emergency vehicle, loud speakers or emergency siren, and any other method of acquiring the public's attention during an emergency situation owned or operating on behalf of the Township of Ryerson, the Province of Ontario, the government of Canada or such agencies including but not limited to Union Gas, Hydro One;
- k) "**excessive noise**" means noise under human control and is of such a nature as to interfere with the peace, comfort, and convenience of any person at a point of reception occurring at restrictive times; The person making the complaint must not be in or at the same place where the noise is being emitted.
- l) "**generator**" means a device which consumes fuel to produce electrical power;
- m) "**highway**" includes a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle designed and intended for, or used by, the general public for the passage of vehicles;
- n) "**motorized conveyance**" means a conveyance propelled or driven otherwise than by muscular, gravitational or wind power;
- o) "**noise**" Any excessive or unusually loud sound
- p) "**owner**" means the registered owner of the land from which noise originates, and includes a trustee acting on behalf of the registered owner, the estate of a registered owner and a person with a leasehold interest in the land;
- q) "**person**" means any individual, corporation, partnership, company, association or party and the heirs, executors, administrators of other legal representative of such person to whom context can apply according to law; shall include any group of person comprising a society or other organization and shall include the plural wherein the context requires. Wherever the word "he" or "him" is used, it shall mean and include the feminine or neutral gender wherever the context so requires.
- r) "**point of reception**" means any place on a property where sound or vibration is heard, the source of which does not originate from same property;

- s) **"public park"** means any open space or recreational area, owned or controlled by The Corporation of the Township of Ryerson;
- t) **"service vehicle"** means a vehicle operated by or on behalf of the Township of Ryerson or private contractor
- u) **"Special Event Permit"** means permission given by the Township to an Applicant to hold a Special Event as defined in the current Special Event Policy, as amended;
- v) **"Township"** means the geographic area comprising the Township of Ryerson.

3. PROHIBITIONS

- 3.1 No person or owner shall emit, cause or permit the emission of noise, which is clearly audible to a person at a point of reception, resulting from an act listed in **Schedule 'A' - Prohibitions** within the prohibited time shown for such act

4. GENERAL EXEMPTIONS

- 4.1 Notwithstanding any other provision of this by-law, it shall be lawful to emit or cause or permit the emission of sound or vibration in connection with emergency measures undertaken:
 - a) for the immediate health, safety or welfare of the inhabitant or any of them' or
 - b) for the preservation or restoration of property;unless such sound or vibration is clearly of a longer duration, or nature more disturbing than is reasonably necessary to accomplish such emergency purpose.
 - c) agricultural equipment for the purpose of farming

- 4.2 The operation of service vehicles

5. GRANT OF EXEMPTION BY COUNCIL

- 5.1 Notwithstanding anything contained in this by-law, any person may make application to Council to be granted an exemption from any of the provisions of this by-law with respect to any source of sound or vibration for which he might be prosecuted. Council, by resolution, may refuse to grant any exemption or may grant the exemption applied for or any exemption of lesser effect. Any exemption granted shall specify the time period, not in excess of six (6) months during which it is effective and may contain such terms and conditions as Council sees fit
- 5.2 In deciding whether to grant the exemption, Council shall give the applicant and any person opposed to the application an opportunity to be heard and may consider such other matters as it sees fit
- 5.3 Breach of terms and conditions by the applicant shall render the exemption null and void

6. SEVERABILITY

- 6.1 If a Court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the by-law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

7. PENALTIES

7.1 Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.5.0 1990, c. P. 33.

7.2 Every person guilty of an offence under this by-law may, if permitted under the Provincial Offences Act, pay a set fine and the Chief Judge of the Ontario Court Provincial division, shall be requested to establish set fines in accordance with **Schedule “B”** attached to this by-law

8. POWER OF ENTRY

8.1 A By-Law Enforcement Officer, Peace Officer, persons appointed by Council or their representative may enter onto a property at any reasonable time, for the purpose of carrying out an inspection to determine whether or not the provisions of this bylaw are being complied with.

9. OBSTRUCTION

9.1 No person shall hinder or obstruct a By-Law Officer, or person appointed by Council, who is lawfully carrying out enforcement of performing a duty under this by-law.

9.2 No person shall fail to identify themselves to the By-Law Enforcement Officer, or person appointed by Council, if they have been alleged to have contravened any provisions of this by-law.

10. ENFORCEMENT

10.1 Nothing here in shall be deemed to limit the ability of the Ontario Provincial Police to enforce this by-law at any time

11. REPEAL OF BY-LAWS

11.1 Noise By-Law No. 34-10 is hereby repealed.

12. APPROVAL

12.1 This by-law shall come into force upon the third reading by Council

READ a FIRST, SECOND, and THIRD TIME
Signed and the seal of the Corporation
Affixed hereto and finally passed

this 5th day of April 2022.

Original signed by George Sterling

MAYOR

Original signed by Nancy Field

~~CLERK~~/DEPUTY CLERK

TOWNSHIP OF RYERSON
Noise Control By-Law No. 14 - 22
Schedule "A"

PROHIBITIONS

of The Noise from each of the Following Operations

Prohibited Activity	Prohibited Period of Time
1. The operation of any electronic devices intended for the production, reproduction, or amplification of sound	11pm one day to 7am the next day
2. The operation of any auditory signaling device including but not limited to the ringing of bells or gongs, and the blowing of horns or sirens or whistles.	11pm one day to 7am the next day
3. Shouting, yelling, or similar noises made by a person	11pm one day to 7am the next day
4. The operation of any construction equipment or in connection with construction	9pm one day to 7am the next day (11am on Sundays and Statutory Holidays)
5. The operation of a toy, model or replica of a larger device, that has no function other than amusement.	11pm one day to 7 am the next day
6. The operation of any motorized conveyance other than on a highway or authorized snowmobile trail.	11pm one day to 7 am the next day
7. The operation of any powered or non-powered tool, equipment, or appliance for domestic purposes other than snow removal	11pm one day to 7 am the next day
8. Loud playing of musical instruments	11pm one day to 7am the next day
9. The detonation of fireworks or explosive devices not used in construction	11pm one day to 7am the next day
10. The operation of a motorized conveyance in such a way as to rev the engine beyond what is required for normal operation and maintenance	11pm one day to 7am the next day
11. The operation of a generator to provide power to a residential dwelling other than during a power outage or other than during the construction phase prior to power being installed in the constructed building.	1pm-5pm 9pm of one day to 7am the next day

TOWNSHIP OF RYERSON
Noise Control By-Law No. 14 - 22
Schedule "B"

PART 1 PROVINCIAL OFFENCES ACT

Item	Short Form Wording	Provision Creating or Defining Offence	Set Fine
1.	Permit noise from electronic device during prohibited time	s. 3.1 Sch. A(1)	\$150.00
2.	Permit noise from auditory signaling device during prohibited time	s. 3.1 Sch A(2)	\$150.00
3.	Make or permit noise by shouting, yelling, or similar during prohibited time	s. 3.1 Sch A(3)	\$150.00
4.	Permit noise from construction equipment during prohibited time	S3.1 Sch A(4)	\$150.00
5.	Permit noise from a toy, model or replica during prohibited time	S3.1 Sch A(5)	\$150.00
6.	Permit noise from a motorized conveyance during prohibited time	S3.1 Sch A(6)	\$175.00
7.	Permit noise from any tool, equipment or appliance during prohibited time	S3.1 Sch A(7)	\$150.00
8.	Permit noise from loud playing of musical instruments during prohibited time	S3.1 Sch A(8)	\$150.00
9.	Permit noise by detonating fireworks or explosive devices during prohibited time	S3.1 Sch A(9)	\$150.00
10.	Permit the operation of a motorized conveyance in such a way to rev the engine	S3.1 Sch A(10)	\$175.00
11.	Permit noise from a domestic generator during prohibited time	S3.1 Sch A(11)	\$175.00

NOTE: The general penalty section for the offences indicated above is Section 7.0 of By-law No. 14-22, a certified copy of which has been filed.

Municipality of Tweed Council Meeting
Council Meeting



Resolution No. 229
Title: Councillor P. Valiquette
Date: Tuesday, April 23, 2024

Moved by P. Valiquette
Seconded by J. Palmateer

WHEREAS it is apparent that the Ontario Government has overlooked the needs of small rural Ontario;
AND WHEREAS Ontario's small rural municipalities face insurmountable challenges to fund both upfront investments and ongoing maintenance of their capital assets including roads, bridges, water/wastewater and municipally owned buildings including recreational facilities, libraries and other tangible capital assets;

AND WHEREAS small rural Ontario's operating needs consume the majority of property tax revenue sources;

AND WHEREAS small rural municipalities (of 10,000 people or less) are facing monumental infrastructure deficits that cannot be adequately addressed through property tax revenue alone;

AND WHEREAS in 2015 the provincial government moved to standardized billing for all non-contract J.P.P. (5.1) locations;

AND WHEREAS the Ontario Government has committed \$9.1 billion to Toronto alone to assist with operating deficits and the repatriation of the Don Valley and Gardner Expressway; and \$534 million to Ottawa for the repatriation of Hwy 174;

AND WHEREAS the annual cost of the Ontario Provincial Police, Municipal Policing Bureau for small rural non-contract (5.1) municipalities is approximately \$428 million;

AND WHEREAS this annual cost is significantly less than the repatriation costs of the Gardiner Express Way, the Don Valley Parkway and Highway 174 (Ottawa Region) but provides a greater impact to the residents of the Province overall;

AND WHEREAS this will afford relief to small rural municipalities for both infrastructure and operating needs while having a minimal impact on the provincial budget;

NOW THEREFORE BE IT RESOLVED THAT The Municipality of Tweed call on the Ontario Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities;

AND FURTHER, that Council direct staff to circulate this resolution to Premier Doug Ford (premier@ontario.ca), Minister of Solicitor General, Minister of Finance, and to the Association of Municipalities of Ontario (amo@amo.on.ca) and all Municipalities in Ontario.

CARRIED



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

Tuesday, July 23, 2024

Resolution # RC24163	Meeting Order: 6
Moved by: <i>M. Pilon</i>	Seconded by: <i>M. Hatfield</i>

WHEREAS Council of the Municipality of Wawa received correspondence from the Municipality of Tweed dated June 17, 2024 regarding a request for the government to implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities;

THEREFORE BE IT RESOLVED that Council of the Corporation of the Municipality of Wawa does hereby endorse the letter from the Municipality of Tweed and request the Government to immediately implement sustainable funding for small rural municipalities by reabsorbing the cost of the Ontario Provincial Police Force back into the provincial budget with no cost recovery to municipalities and;

FURTHERMORE that a copy of the resolution be circulated to Premier Doug Ford, Minister of Solicitor General, Minister of Finance, the Association of Municipalities of Ontario and all Municipalities in Ontario.

RESOLUTION RESULT		RECORDED VOTE	
<input checked="" type="checkbox"/> CARRIED		MAYOR AND COUNCIL	YES NO
<input type="checkbox"/> DEFEATED		Mitch Hatfield	
<input type="checkbox"/> TABLED		Cathy Cannon	
<input type="checkbox"/> RECORDED VOTE (SEE RIGHT)		Melanie Pilon	
<input type="checkbox"/> PECUNIARY INTEREST DECLARED		Jim Hoffmann	
<input type="checkbox"/> WITHDRAWN		Joseph Opato	

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR – MELANIE PILON	CLERK – MAURY O'NEILL
<i>M. Pilon</i>	<i>Maury O'Neill</i>



P.O. Box 463, Burk's Falls, Ontario P0A 1C0
Phone: 705-571-3308
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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
Fell Homes, Burk's Falls
Monday, July 15, 2024**

Members Present: Diane Brandt – President
Krista Trulsen – Vice President
Jenny Hall - Treasurer
Charlene Watt – Deputy Treasurer/Secretary
George Sterling
Barry Burton
Nieves Guijarro
Kirk Du Guid
Peter Hall
Kristoffer Trulsen-Hunt
Jarv Osborne
Mike Quinton

The Members present constituted a quorum.

Call to Order:

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

Welcome:

Diane welcomed Members. Regrets from Ryan Baptiste.

Approval & Amendments of the Minutes of the Last Meeting:

Acceptance of minutes and adoption of the June 17, 2024 Meeting Minutes as circulated:
Moved by Barry Burton, Seconded by George Sterling. Carried

Treasurer's Report:

Treasurer's / Financial Report was presented by Jenny Hall. Main bank account balance was \$7,619.70 on June 1, 2024. Expenses for the month of June totalled \$789.75 and included \$56.44 for Net Spectrum, \$3.39 for the telephone, \$339.00 to Klink Enterprises for cleaning the schoolhouse and \$394.31 to Diane Brandt as reimbursement for the canopy tent for Heritage Festival and office/cleaning supplies. A \$5,000.00 cheque was received from the Village of Burk's Falls for their annual support. Heritage Festival cash donations totalled



P.O. Box 463, Burk's Falls, Ontario P0A 1C0
Phone: 705-571-3308
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www.burksfallsdistricthistoricalsociety.com
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Heritage Centres
Watt Century Farm House
827 Chetwynd Road
Armour Township

Wiseman's Corner Schoolhouse
112 Midlothian Road
Ryerson Township

\$2,501.80 and sales of \$41.00. **Motion to accept the Treasurer's report and pay the monthly invoices: Moved by George Sterling, Seconded by Mike Quinton. Carried**

Committee Reports:

Wiseman's Corner Schoolhouse Update:

Diane Brandt reported to Members that the dehumidifier is in use and has made a positive impact in the building. Krista Trulsen provided an update on the "Stories with Krista" sessions. Stories will continue next year but likely not start until August as there is not a lot of interest in July. There has been around 20 visitors since the last meeting.

Watt Farm House Update:

Diane Brandt advised Members that there have been visitors to the heritage centre in July. Our summer student, Morgan, has been working on a brochure for the two centres. The use of a QR code was discussed and Nieves Guijarro offered her assistance as she uses the codes on a regular basis. The new red building is not what was expected per a discussion with the Township of Armour but the Historical Society will attempt to make it work for their needs.

Heritage Festival 2024:

Charlene Watt and Diane Brandt provided an update on the July 13, 2024 event. Members were thanked for their hours of volunteering. Members were recognized individually for their contributions. Heritage Festival 2024 was the biggest celebration yet. We had over 100 vendors, over 150 cars in the car show and tons of free attractions. Congratulations were expressed to the Magnetawan Fire Station on their firefighter challenge win. Armour Township handed out over 44 cases of water in the 5-hour event and it was estimated that we had over 4,000 people in attendance. Recommendations for improvement were made and included a different location for the traditional games and more shade tents for the firefighter challenge area. Members expressed gratitude to the Township of Armour for their continued support of the event.

Correspondence:

Colin Love from the Magnetawan Nature Hub has rescheduled the Summer Solstice event at the schoolhouse to be Friday, July 19, 2024 at 6:30 p.m. Krista Trulsen offered to open the schoolhouse to visitors in the evening. Charlene Watt will promote the event on social media.



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General Business:

Charitable Status Tax Filing:

Jenny Hall advised Members that she will be meeting with Trillium Tax Services within the month to ensure our 2023/2024 tax return as a registered charity is completed by the submission deadline of August 31, 2024.

Annual Insurance:

Diane Brandt and Jenny Hall advised that the annual insurance renewal has been confirmed and that a copy of the policy is to be received in the mail.

Psychic Days:

Diane Brandt advised Members that she will be out of the province from August 6 – 22, 2024 and it will impact the Psychic Days event as well. The August dates have been cancelled. A revised poster will be circulated by Charlene Watt on the website and on social media.

Summer Volunteer Sign Up:

Volunteer summer hours at the schoolhouse were discussed and finalized with Members and will be updated on the website by Charlene Watt.

New Business:

Mike Quinton addressed Members with a requirement for a by-law relating to the conduct of the affairs of the corporation. The new legislation impacts the Ontario Not-for-Profit Corporations Act. There is a requirement to rewrite our constitution. We have until October 18, 2024 to review, update and file our governing documents with the Ontario government. Until then, the rules in our articles and by-laws continue to be valid provided they were valid before the ONCA took effect. **Motion to appoint Mike Quinton, Barry Burton and Peter Hall to a committee to prepare a draft by-law and amended constitution for the September 16, 2024 meeting. Moved by Barry Burton, Seconded by Jarv Osborne. Carried**

Other Business:

Members discussed the President, Diane Brandt's, inability to attend the August meeting and it was agreed to cancel the monthly meeting and to meet at the next regularly scheduled meeting date of September 16, 2024. Charlene Watt and Nieves Guijarro will meet with the Lions Club in August to discuss the annual Halloween party at the arena and report to members in September.



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Adjournment:

The next meeting will be held on Monday, September 16, 2024 at Fell Homes. There being no further business, **Geroge Sterling moved to adjourn the meeting at 8:04 p.m.**

Recorded by
Charlene Watt, Deputy-Treasurer/Secretary

Approved by
Diane Brandt, President

Ontario
Provincial
Police

Police
provinciale
de l'Ontario



Municipal Policing Bureau
Bureau des services policiers des municipalités

777 Memorial Ave.
Orillia ON L3V 7V3

777, avenue Memorial
Orillia ON L3V 7V3

Tel: 705 329-6200
Fax: 705 330-4191

Tél. : 705 329-6200
Télééc.: 705 330-4191

File Reference:600

July 23, 2024

Dear Mayor/Reeve/CAO/Treasurer,

The Ontario Provincial Police Association and the Provincial Government have ratified new uniform and civilian collective agreements in effect for the term January 1, 2023, through December 31, 2026 (four-year term agreements).

The new agreements include general salary year-over-year rate increases of 4.75% (2023), 4.5% (2024), and 2.75% (2025 and 2026). Additionally, effective September 1, 2024, many OPP detachment front-line constables and sergeants will be receiving an additional 3% front-line patrol premium.

Included in the new collective agreements were other compensation adjustments, which, for the most part, will take effect in the 2025 calendar year.

Further analysis is required before the OPP Municipal Policing Bureau communicates the full impact of the new agreements on municipal policing cost.

The OPP Municipal Policing Bureau will issue the 2025 annual billing statements in the fall of 2024 based on the estimates of the impact of the new collective agreement terms.

If you have any questions or concerns, please contact the OPP Municipal Policing Bureau at OPP.MunicipalPolicing@opp.ca

I would like to thank you for your support and look forward to our continued collaboration.

Yours truly,

A handwritten signature in black ink, appearing to read "Steve Ridout", is written over a horizontal line.

Superintendent Steve Ridout
Municipal Policing Bureau Commander

Cc: OPP Regional and Detachment Commanders

Heritage Day 2024

Summary of the Event

Estimated Attendance: 1,802 at front gate plus vendors, car show, fire departments, volunteers & alternate entrance users. Estimate over 4,000 in attendance.

Car Show: 151 vehicle registration packages handed out

Vendors Market: 29 in 2022, 63 in 2023 and 103 in 2024

Firefighter Challenge: Magnetawan won 2024 Challenge

Social Media: April – July event promoting reached approx. 39,093 people in 2023 and 61,165 people in 2024.

Summary:

Positive response from visitors/participants on event success, well organized, appreciation of free admission & ability to participate. Event brings a strong sense of community. Historical Society and Armour were supported by Agricultural Society, Village of Burk's Falls, Legion and businesses all over Almaguin in hosting the event. Largest contributors to the event outside of staff were Jim Percy (car show), Tim Barkwell (car show) and Rod & Danette Blakelock (vendors market). Special recognition to two volunteers of the day: Ashley Soundy and Ruthie Armstrong.

The Southeast Almaguin Firefighters continue to host the annual Firefighter Challenge and to bring in a large crowd, they provided EMS at the event, set up the music stage and provided attractions/cooling station for the crowd.

This year, we received a \$7,500 grant from NOHFC to support the event.

Public Feedback:

More garbage cans on the field

High visible gear for car show organizers

Cooling pool for dogs

Car show area to be set up before car arrivals – no co-ordinators on site when cars started to arrive

Vendors market – a closer portable washroom

Fairgrounds track – need gravel to cover deep puddle that crossed the entire lane along car show route

Lawn cutting – at least 2 days in advance of event to allow wet areas to dry up (weather permitting)

Recruit more car show volunteers

Event to run 11:00 am to 3:00 pm, like 2023. The extended hour was too much for 2024

Continue to level the fairgrounds in the car show area to remove ruts and uneven ground

Request keys from Burk's Falls for washrooms on the day before the event

Budgeting For Next Year

Shuttle service (Wilson Bus) - \$700

Shade tents – increase from 2 to 3 (20 x 30 tent rental is \$700 + HST)

Allow for 10 portable washroom rentals - \$2,500

Car Show Dash Plaques again - \$1,300

Tractor Ribbon display again - \$250

Firefighter coins - \$1,800

Vista Print for Flyers - \$1,100

Outdoor Sound System for Mayor to be MC - to consult with Dave Gray

Comments:

Ken the Balloon Dude: Thank you for having me! Let's do it again next year.

Reptile Adventure Camp: Well run and organized as usual! Always a fun event. Thanks for including us!

Tina Turley & New Boots: Well done! Congrats to you all, fine job.

Allways Antique Photo: Thank you for such a wonderful event. We are proud to be part of it.

Wilson Transportation (Shuttle Bus): Saturday went great!! The only issue my driver ran into was Yonge Street really started to close in once all of the cars started to parking along side. Also, home hardware stop should be moved across the road to Stan Darling or the cafe so that the rider can load door side. Other than that things were great and the shuttle got lots of use!!

Vendors:

Paula Page: It was an awesome day Charlene can't wait for next year and hope to have same spot #2.

Tammy Rhodes: I just wanted to let you know what an amazing job you did organizing the heritage festival. As you know I came from London and the organization was top notch. Was the best festival I've been to since I started my small business. Give yourself a huge pat on the back for a job very well done!! I'd love to be invited back next year!

Caitlin Hall: I was vendor #63 (My Love, The Moon) at last Saturday's heritage festival. I just wanted to reach out and let you know how amazing I found the festival to be. For starters the fact that our space is free is incredible! I loved the wide range of food vendors as well as the car show and the firefighters. The vendor area was set up really well! The only other feedback I would give is that the bathrooms were a bit far for us vendors to walk to if we didn't have anyone to watch our booth. But other than that you did an incredible job and I'd love to do it again next year! The live music was INCREDIBLE!

Tanya Ohm: I just wanted to say thank you for a fabulous day. I was blown away with the festivities, the vendors, the number of cars and tractors never mind the people taking it all in. The day was fabulous and the organization was truly outstanding. We commented all day how everything was thought of the water stations and everything. We were shocked how quickly everything was cleaned up and done. Fabulous job! Thanks so much for allowing me to be part of such a wonderful celebration.

Sherrri Brandt: WOW, what a well run event. So many different moving parts and it seemed to go off without a hitch. **The lady that was responsible for the garbage, again WOW, she did an amazing job.** We loved having our car at our spot. Great idea, plus saved finding somewhere for us all to park. Congratulations to you and your team. Can't wait to come back next year.

Altruistics Beer Bakery: It was a great event! As a vendor I only wish I could have got to see some of the Firefighter Challenge and cars but mostly to run through the sprinkler a few times, it was a hot one! There were no complaints that guest started arriving around 9:30 even though the event officially started at 11, most of those guests understood and were taking a walkabout after the Legion's Pancake Breakfast and, because of the activities, intended to come back during the day when things were up and running. My sales were okay, markets this year have been weird, all the vendors I know are saying the same thing this year. Overall I had a good day and chatting with guest and other vendors is all part of networking and promoting the business and being recognized. Because of the crowds, the visibility for vendors was great! Great job! Cheers!

Amanda Hawley: The process of setting up was incredibly organized which I appreciated. There was ample time provided for set up which was also great to see. Unfortunately with that being said, this was my lowest sale events this year. While I appreciate this being a free event, I did choose this one over some other options as I heard the traffic and organization was incredible. Being a vendor at the end of the track, we did not see very many customers especially with the heat. As a jewellery vendor the market was way too saturated for me. I counted 11 other booths that also sold jewellery. While I agree that it is my job as a small business to make my work stand out, being so far down and having so many options for people didn't work out for me. My suggestions I hope are received in a positive light as I do believe this is a good event for attendees and it was incredibly organized.

1. Having the vendors closer together. This would allow people to have a full view of everything before making their purchases.
2. Having food vendors at both ends or in the middle. I have numerous people tell me that once they got to the end, they needed to go get something to drink and would come back down. With there being so many vendors, there was no incentive to return back down when they had so many other options.
3. Less vendors or a set number of each type of vendor. When a market is saturated with the same types of vendors it is really hard to make a profit.
4. Having the vendors closer to the other attractions to encourage more traffic. This I though would help showcase more products rather than people having to go out of their way to look at things.

Odorizzi Acres: What a great day.

Joelle MG: Great event and community spirit! Very well organized, communicated and advertised. Thank you for having Laser Record Clocks attend.

Wandering Artist: Thank you for putting together such an incredible event for the community!!

Amanda White: Thank you for organizing a wonderful event! As a vendor, it was a great day. I liked the location of vendors better the is year compared to last. I had a lot of shoppers say it was easier to work around the track than in the grass. The permanent building of washrooms had one blown lightbulb in one stall and no paper in the other.

Tracey Vane: Thank you so much for having Tracey's Crafts and More again this year. We had alot of fun, even the heat was hot but bearable. Looking forward to next year. I really love the fact I can park my suv right there. That's a bonus.

Car Show:

Gary Boyes - Great job!

Brad Taylor - Great show of cars at the Heritage Festival. My wife and I enjoyed the cars, music and watching the fire fighters. There were lots of vendors also. I tried to buy a couple of cars but the owners were not selling. You don't know if you don't ask! It was probably a good thing because they were close to \$150K cars! Well done and we appreciate all the work that you put in as well as all the volunteers. My hat goes off to you all!

Angelo Collinassi - it was another awesome event you and your volunteers did an EXCELLENT job setting this up tks again hope to be apart of it again next year.

Ken McNay - I was blown away with the event. What a great weekend for a return visit home.

Recommendations

1. Continue to annually design and purchase the yearly Firefighter Coin Award Tokens to support the partnership in hosting the Firefighter Challenge.
2. Continue to annually contribute 10 gift certificates as awards for the car show. These gift cards are free through our banking points.
3. Continue to support the partnership with the Historical Society in hosting Heritage Festival with a budget increase for 2024 to allow for more portable washrooms, bus shuttle, tractor display ribbons, professional flyer prints and shade tent rentals.
4. That Council support approaching the Agricultural Society and the Village of Burk's Falls about leveling the west side of the fairgrounds and improve drainage on the track by our Roads Department on an annual basis.
5. That Council support the event be returned to the original hours of 11:00 am to 3:00 pm.
6. That Council consider being the voice behind the event and investing in an outdoor sound system with a microphone, generator and canopy tent.
7. That Council provide direction regarding sponsorship recognition and in-kind donations for the event.



Director of Economic Development (DoED) Report
July 7, 2024

Core Activity Tracking – (Since last report)

Activity:	Interactions	Description
Business Assistance		
Start Up Files	1	Burk's Falls (1)
Expansion Files	1	Burk's Falls (1)
Developer Files	0	
General Support	5	Burk's Falls (2), McMurrich/Monteith(1), Site selection (2)
Brand Ambassador	8	Business video project
High Priority	0	
Business Visits	9	
Program Referrals	4	Fednor (1), NOHFC (2), TBC (1)
Marketing*		
ACED Website Updates	10	
Social Media Posting	10	10 original posts across FB and TikTok
Facebook Reach	9.5k	Across ACED/Explore FB
Facebook Likes/Followers	4,402	1,748 (ACED) 2,654 (Explore)
Facebook Engagement	540	13 (ACED) 527 (Explore)
Website Tracking		
Total Users / Views	4,200	
Most viewed pages (besides landing page)	658	Trip Ideas
Communications		
Email Blasts	1	Brand Ambassadors
Organization Meetings	3	NECO (2), LMG (1)
Partnership Projects	1	2024 RED Gala
Municipal Visits	2	Burk's Falls (1), McMurrich Monteith
Member Interactions / Support Requests	3	South River (1), Ryerson (1), McMurrich/Monteith
Media Comment Requests	1	Article sharing request from Metroland

Current Files & Projects

Project 1A – Business Support

Rural and Northern Immigration Pilot

ACED Staff have reached out to Heather from the North Bay RNIP and Donna from the North Bay Chamber of Commerce to follow up on some questions regarding the successes of RNIP, the specific impacts to the Almaguin area, and what next steps look like for the RCIP application. A report summarizing the RNIP program will be available in the coming months.

Project 1C – AHCC Partnerships

ACED Staff attended the Chamber Community Guide Launch, celebrating its 10th anniversary. The event was held at the Eagle Lake Golf Course and had an attendance of approximately 70 people. ACED was recognized during the President's speech for our contribution to the Guide. ACED Staff assisted with writing articles, helping with the events directory, and developed the map in the centrefold. The Director also made a presentation at the event, highlighting ACED and the Chamber's ongoing partnership.

Project 2B – Regional Recreation & Municipal Support

Sundridge Library Survey

The Sundridge Library Survey has gone live on social media and has been shared to our ACED Facebook page. The survey currently has 23 survey responses.

The Village of Sundridge Lion's Park Survey

The Sundridge Lion's Park survey is live, and currently has 109 responses. The survey is expected to end in September.

The Village of Burk's Falls Towne Theatre Sub Committee

Staff transitioned the Burk's Falls Towne Theatre Facebook page to Burk's Falls staff and supported promotional efforts to get followers to the page. Staff are currently investigating options to assist with generating revenue for the theatre through selling ad space before nightly showings.

Project 3A – Long Term Housing

Housing Task Force Update

The Housing Task Force is currently seeking additional feedback from municipal staff regarding the Summary and Recommendations report. Staff have circulated the report to all Almaguin Municipalities individually requesting feedback (or a written opt-out) by August 21st, 2024. Once the consultation process is complete, the report will be finalized and circulated to municipalities for acceptance. Once municipal responses have been received, the Task Force (including any new members) will begin discussing next steps and potential advocacy/support avenues.

The Task Force has secured a presentation time slot at the Parry Sound Municipal Association fall meeting to present the report.

Project 3B – Transportation

Burk's Falls Community Bus Partnership Opportunity

The Community Bus report was circulated to municipalities for review on May 27th. Staff have received the following decisions from municipalities:

Strong Township	(Support in principle)
Sundridge	(Support in principle)
McMurrich/Monteith	(Support in principle)
Armour Township	(Support in principle)
Ryerson Township	(Support in principle)
The AHCC	(Letter of Support provided)
Perry Township	(Deferred)
Joly Township	(Defeated)
South River	(Declined – no motion)

The Village of Burk's Falls will be discussing the initiative at an upcoming special meeting. Further details about a follow-up meeting will be forthcoming in August.

Northlander Train Stop in South River

The CMO is planning a mid-summer business email blast in which the Northlander Train Stop in South River will be mentioned. The CMO plans to write an article which will emphasize the work the municipality has put in to secure the train stop as well as highlight the opportunities the train brings to businesses.

Project 4A – Brand Strategy Implementation

Carried forward from the June Report

Both Brand Strategy Funding Agreements are in the final month of the extension period. Once the final activities are completed (as described below), the DoED will work to finalize the reporting requirements to wrap this phase of the project up. Staff have created preliminary action plans for assessing the second phase of the Brand Strategy Implementation project which will be broadly focused on physical improvements such as wayfinding signage, location signage, and/or other visual elements.

Phase 2 – Physical Brand Roll Out

As part of the second phase of the Brand Strategy Implementation, ACED Staff have been doing a signage audit across the member municipalities to determine which public access parks, beaches and community centres currently have signage, where signage is needed or needs improving, and whether wayfinding signage to certain destinations is necessary. So far, we have audited South River, Joly, Sundridge, Strong, Armour, Burk's Falls, Ryerson and McMurrich/Monteith, with only Perry left to audit. Once the audit is complete, ACED Staff will assess potential needs throughout the region and develop a Communications Plan to update municipalities on the next steps in preparation for submitting a grant application.

The Explore Almaguin website continues to see substantial traffic with most of the traffic coming from search engine referrals. The programmatic display campaign will continue until August 25. The Google Search ads campaign ended on July 14.

The CMO has updated the lease and investment properties page with a full selection of opportunities for interested investors to look at.

Social Media

Explore Almaguin social media accounts continue to see growth. ACED’s page has seen an increase in likes/follows due to the boosted reel highlighting ACED’s business services. The CMO has been working on an investment properties reel to highlight what is in the region and push that out to a broader audience.

	June Follows	July Follows
Explore Almaguin FB	2,616	2,654
ACED FB	1,737	1,748
Explore Almaguin Instagram	687	697
Explore Almaguin TikTok	435	445

Photography and Videography

The business testimonial videos with Patrick Gilbert Photography are being finalized. There will be 2 short videos produced featuring a combination of the businesses interviewed, and a further 8 separate feature videos highlighting each of the individual businesses and their stories. All participating businesses are Almaguin Brand Ambassadors.

The final product from 705 Blackfly for the Arts and Culture video has also been finalized and will be shared on YouTube and social media in the coming weeks.

Brand Ambassador Program

No new activity to report other than the video project noted above.

[Project 4C – Shop in Almaguin Campaign](#)

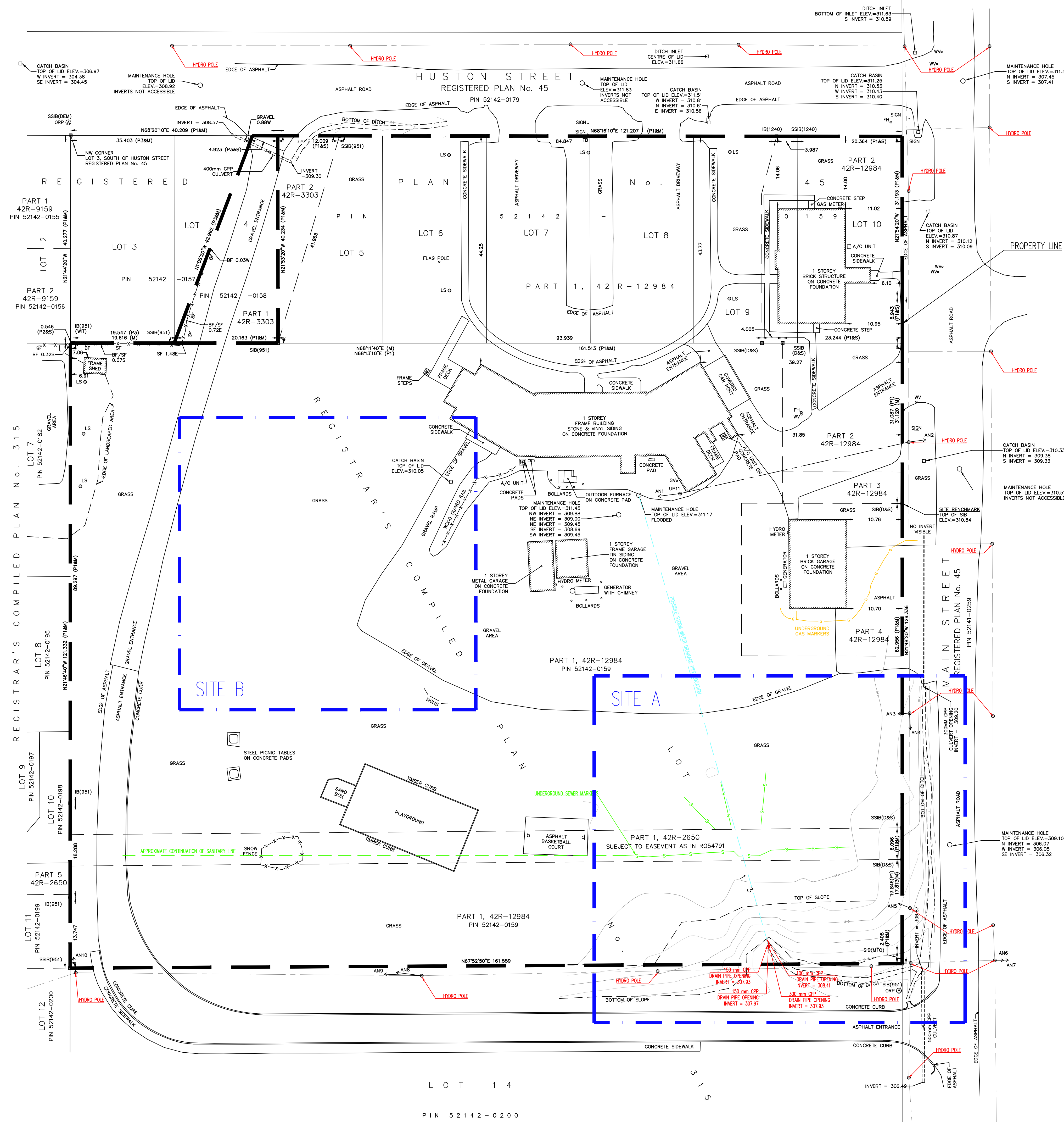
The Shop in Almaguin Summer Campaign has launched across Almaguin. Businesses in South River, Sundridge, Burk’s Falls, Katrine, Emsdale, Novar and Sprucedale have been included to invite their customers to scan the QR code to enter a draw for 1 of 3 gift cards to any Almaguin business. Currently there have been 360 entries into the Shop Local Campaign. The first draw for a \$50 gift card will take place on August 1st, the second \$50 gift card will be drawn on August 15th, and the grand prize will be drawn after the last contest day on September 4th.

[McMurrich Montieth Membership Contribution](#)

The Administrator prepared a chart outlining the changes to the contribution amounts based on the McMurrich/Monteith’s membership contribution which was circulated to member municipalities on July 11th. Members are requested to discuss whether they would prefer to receive a refund for the 2024 year based on the amounts in the chart, or whether they would prefer to leave the funds in the ACED budget.

**Regional Economic Development
Operating Budget**

GL Number	2024 Budgeted 8 partners	2024 Budgeted 9 partners	Difference
Armour	\$36,851	\$33,969	\$2,882
Burk's Falls	\$21,181	\$19,980	\$1,201
Joly	\$9,494	\$9,012	\$482
Perry	\$50,615	\$46,254	\$4,361
Ryerson	\$5,000	\$5,000	\$0
South River	\$21,503	\$20,268	\$1,235
Strong	\$33,885	\$31,321	\$2,564
Sundridge	\$21,287	\$20,075	\$1,212
McMurrich/Monteith	\$0	\$13,937	
Chamber of Commerce	\$10,000	\$10,000	\$0
Total Municipal & Chamber Contribution	\$209,816	\$209,816	\$13,937



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Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
1		
2		
3		

NO.	ISSUED FOR:	DATE
3		
2		
1		

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

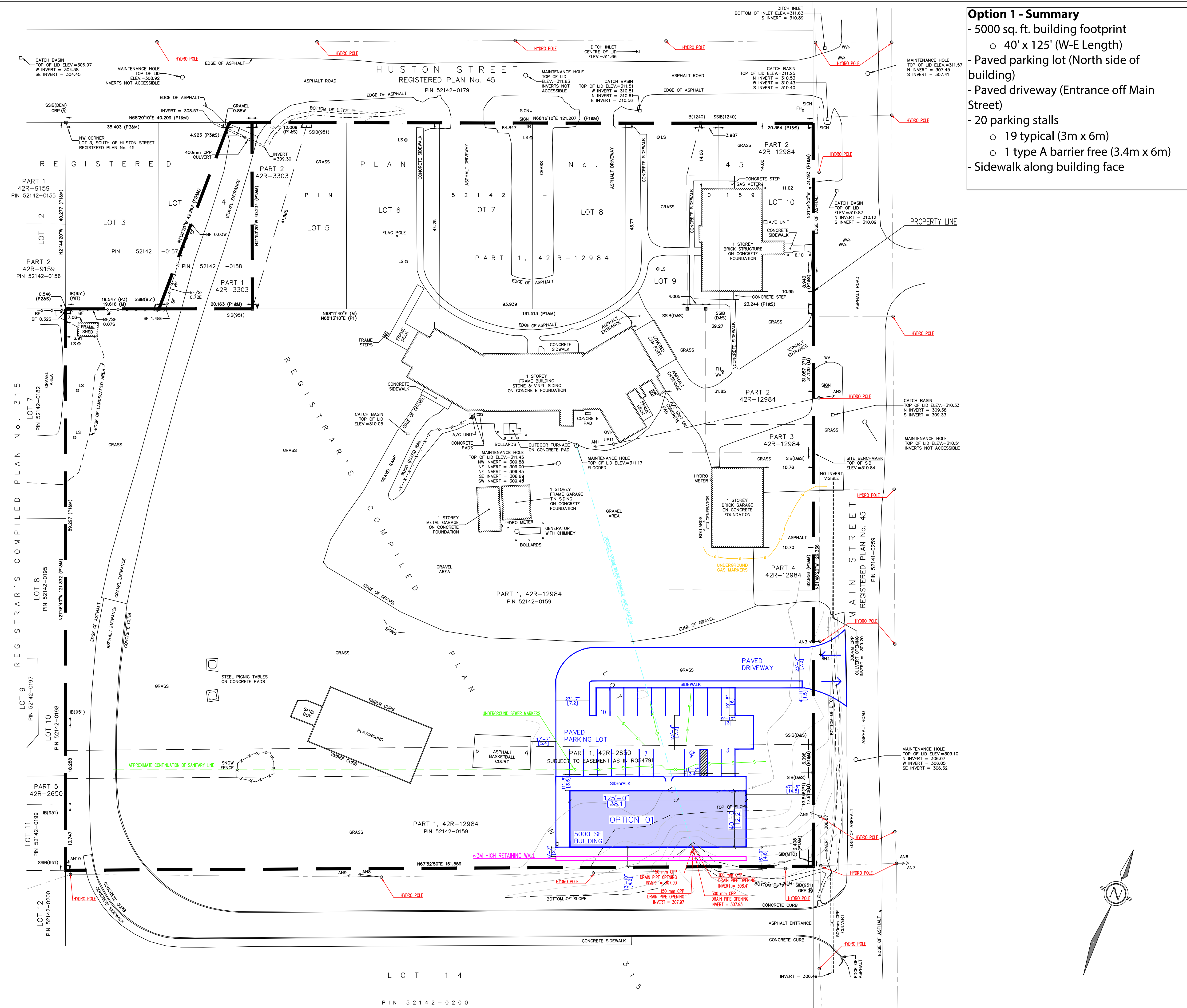
GREYSTONE

8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 KEY MAP

DWN. BY:	DWG. No.
CHK'D:	SP-0
SCALE: 1" = 0' = 1/32"	
DATE: 2023.11.23	
PROJECT NO.:	



Option 1 - Summary

- 5000 sq. ft. building footprint
 - o 40' x 125' (W-E Length)
- Paved parking lot (North side of building)
- Paved driveway (Entrance off Main Street)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building face

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Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
1		
2		
3		

NO.	ISSUED FOR:	DATE

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

GREYSTONE

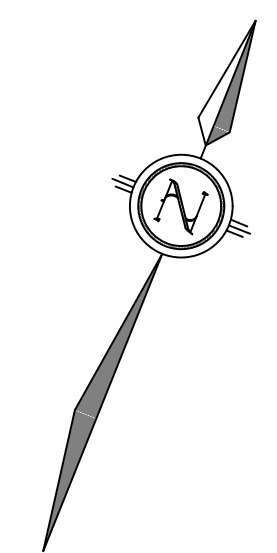
8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

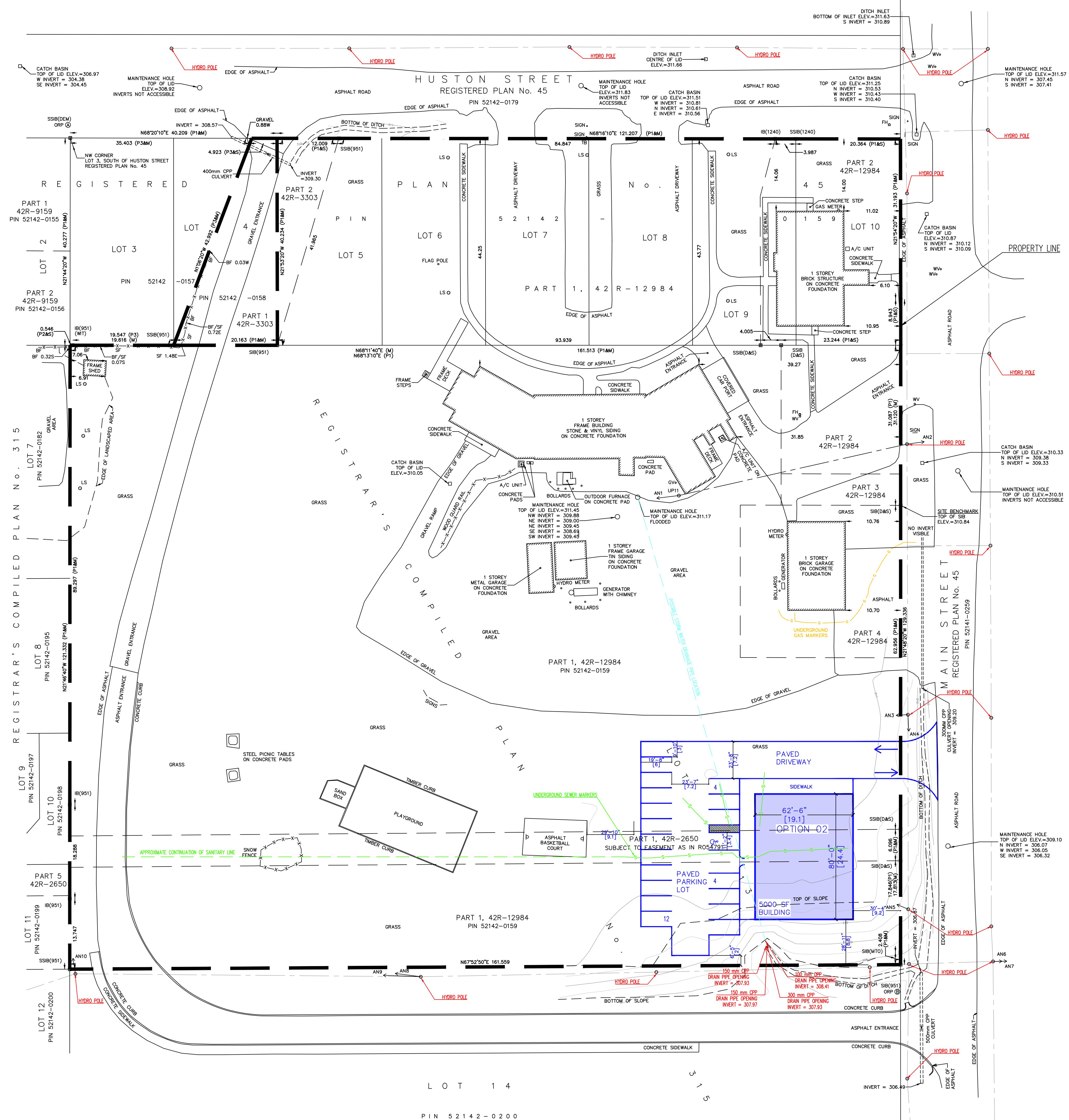
T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 OPTION 1

DWN. BY:	DWG. No.
CHK'D:	
SCALE: 1" = 1/32"	
DATE: 2023.11.23	
PROJECT NO.:	

SP-1





Option 2 - Summary

- 5000 sq. ft. building footprint
 - o 62'-6" x 80' (N-S Length)
- Paved parking lot (West side of building)
- Paved driveway (Entrance off Main Street)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building face

The Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc. engineering information shown on the drawing. Refer to the appropriate engineering drawings before proceeding with work.

Contractor shall check all dimensions on the work and report any discrepancy to the Architect before proceeding. Construction must conform to all applicable Codes and Requirements of Authorities having Jurisdiction.

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Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
1		
2		
3		

NO.	ISSUED FOR:	DATE

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

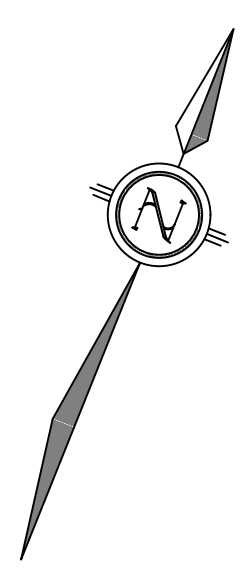
GREYSTONE

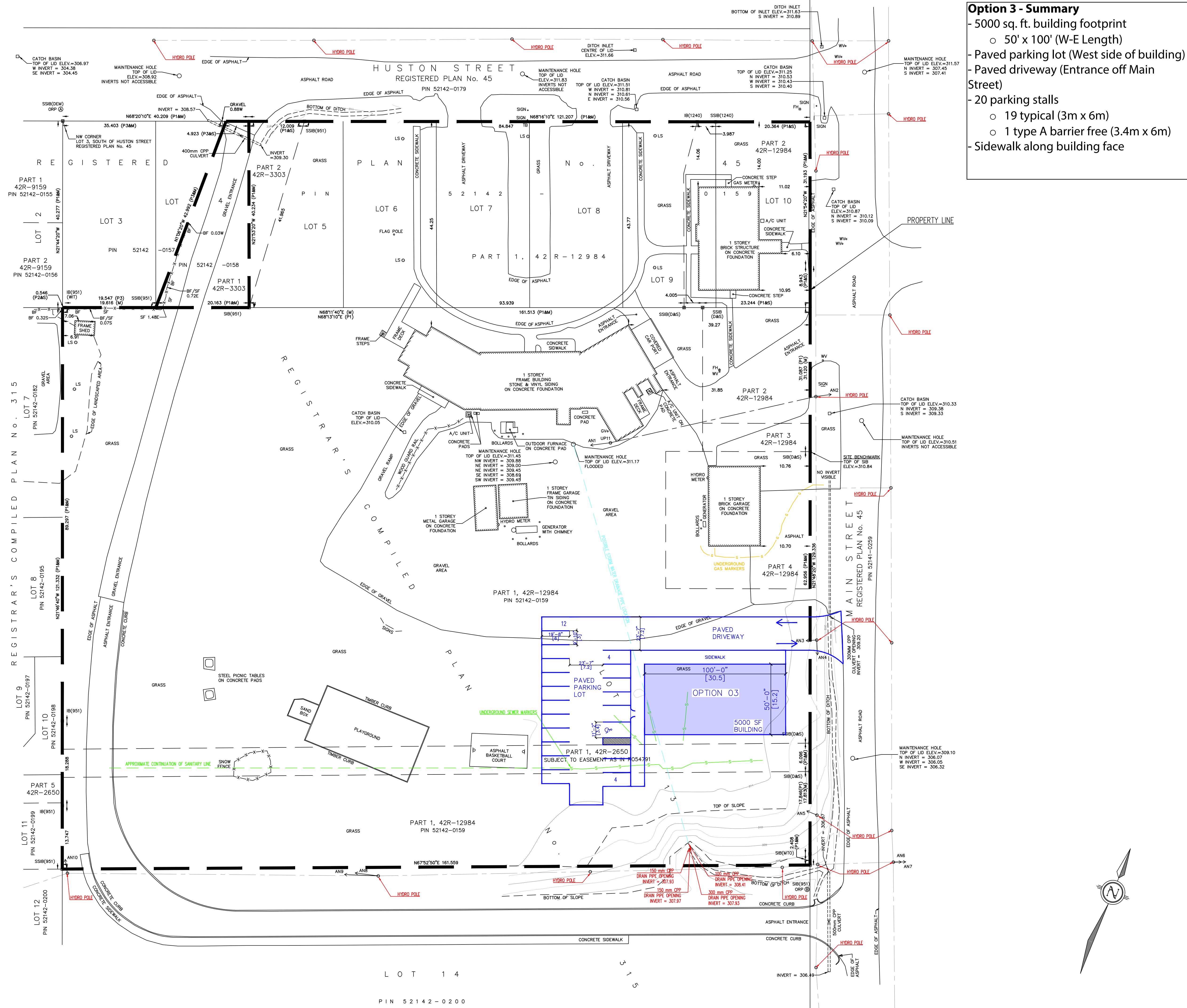
8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 OPTION 2

DWN. BY:	DWG. No.
CHK'D:	SP-2
SCALE: 1"=0" = 1/32"	
DATE: 2023.11.23	
PROJECT NO.:	





Option 3 - Summary

- 5000 sq. ft. building footprint
 - o 50' x 100' (W-E Length)
- Paved parking lot (West side of building)
- Paved driveway (Entrance off Main Street)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building face

The Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc. engineering information shown on the drawing. Refer to the appropriate engineering drawings before proceeding with work.

Contractor shall check all dimensions on the work and report any discrepancy to the Architect before proceeding. Construction must conform to all applicable Codes and Requirements of Authorities having Jurisdiction.

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This drawing is not to be used for construction.

Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
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NO.	ISSUED FOR:	DATE
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1		

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

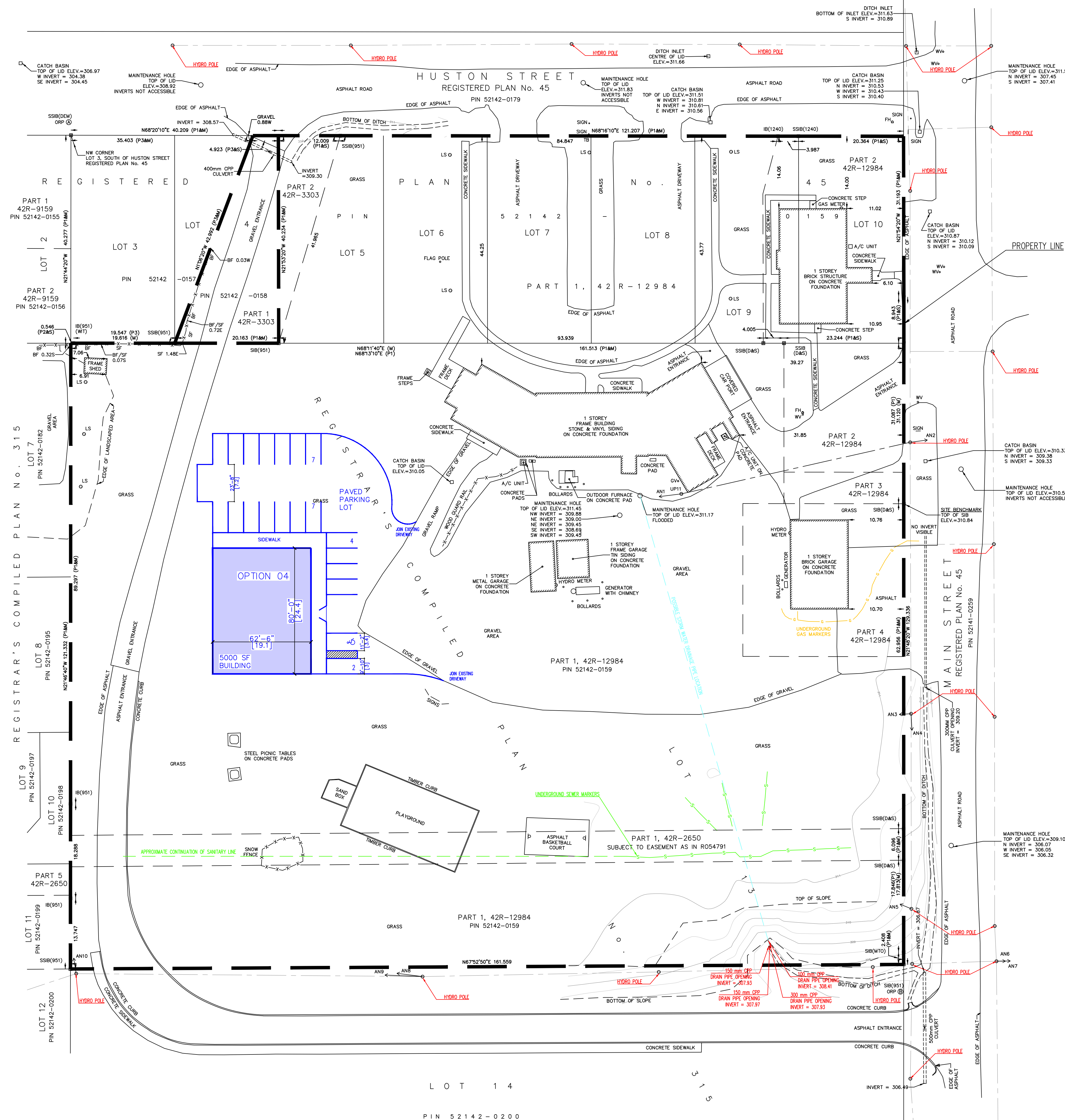
GREYSTONE

8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 OPTION 3

DWN. BY:	DWG. No.
CHK'D:	
SCALE: 1" = 1/32"	SP-3
DATE: 2023.11.23	
PROJECT NO.:	



Option 4 - Summary

- 5000 sq. ft. building footprint
 - o 62'-6" x 80" (N-S Length)
- Paved parking lot (North and East side of building)
- Driveway shared with existing gravel parking lot (Entrance off Main Street)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building
- No need to relocate Sanitary Main Line, Sanitary Laterals or Storm Water Drains

The Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc. engineering information shown on the drawing. Refer to the appropriate engineering drawings before proceeding with work.

Contractor shall check all dimensions on the work and report any discrepancy to the Architect before proceeding. Construction must conform to all applicable Codes and Requirements of Authorities having Jurisdiction.

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This drawing is not to be used for construction.

Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
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NO.	ISSUED FOR:	DATE
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PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

GREYSTONE

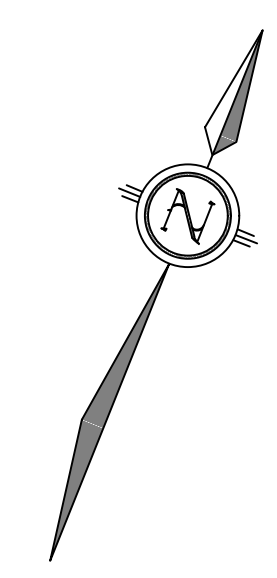
8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

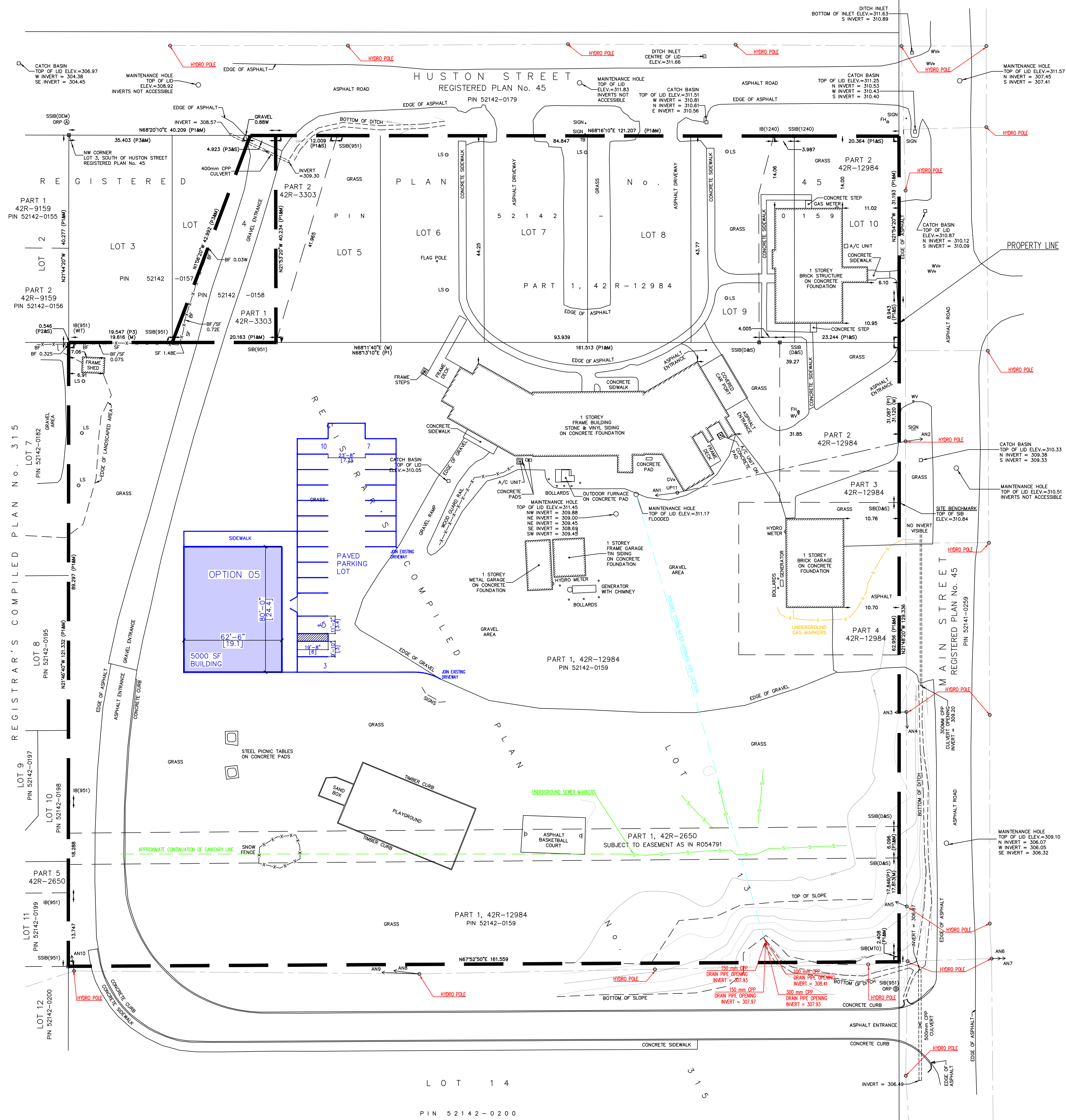
T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 OPTION 4

DWN. BY: _____ DWG. No. _____
 CHK'D: _____
 SCALE: 1" = 0" = 1/32"
 DATE: 2023.11.23
 PROJECT NO.: _____

SP-4





Option 5 - Summary

- 5000 sq. ft. building footprint
 - o 62'-6" x 80" (N-S Length)
- Paved parking lot (East side of building)
- Driveway shared with existing gravel parking lot (Entrance off Main Street)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building
- No need to relocate Sanitary Main Line, Sanitary Laterals or Storm Water Drains

The Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc. engineering information shown on the drawing. Refer to the appropriate engineering drawings before proceeding with work.

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This drawing is not to be used for construction.

Issued for Pricing:

Signature: _____

Date: _____

REV	REMARKS	DATE
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2		
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NO.	ISSUED FOR:	DATE

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
Burk's Falls, ON

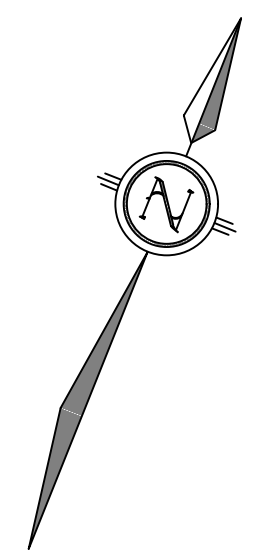
GREYSTONE

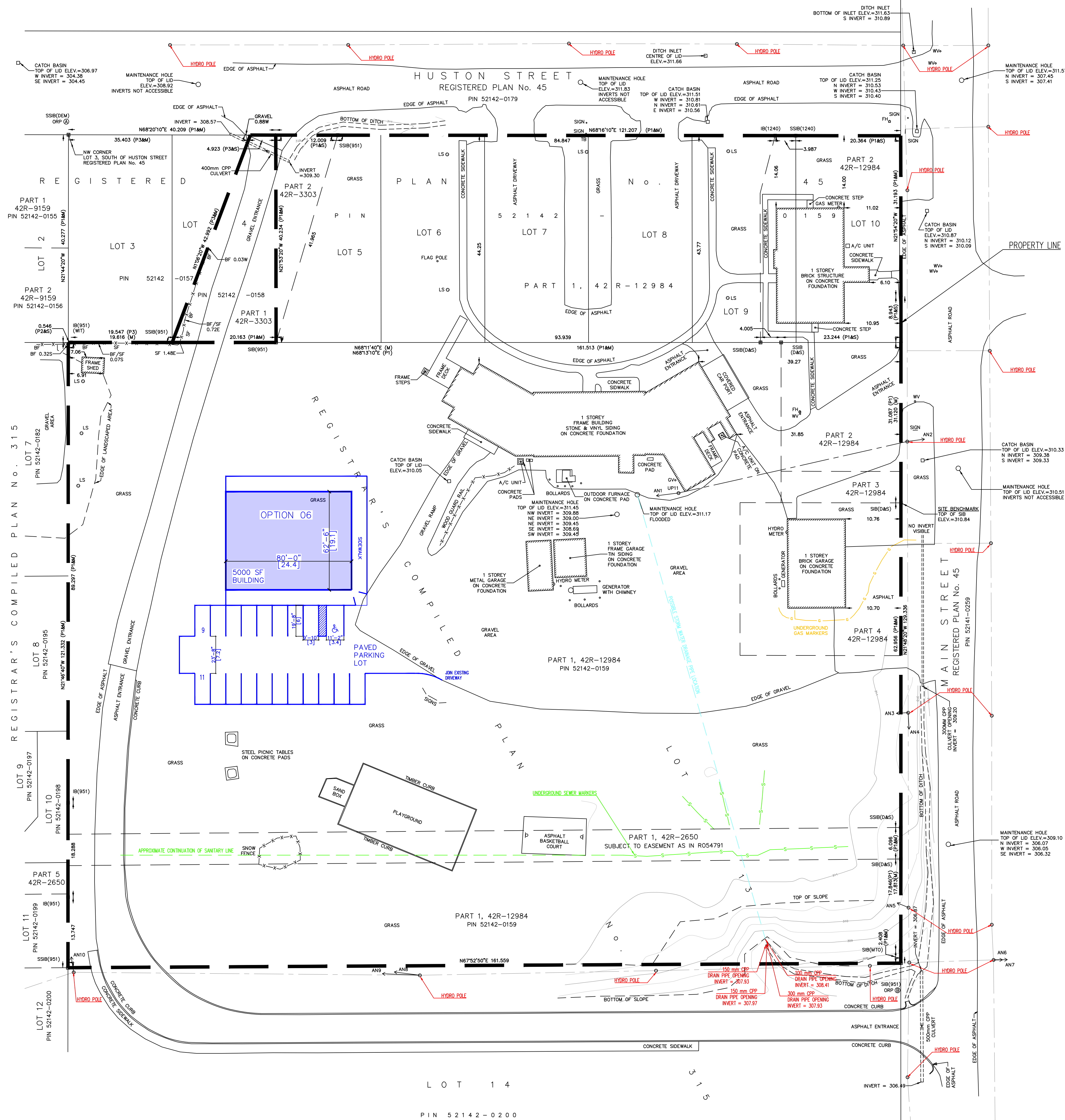
8 Crescent Road, Unit A-1
Huntsville, Ontario.
P1H 0B3

T: (705) 789-1418
F: (705) 789-8543
E: greystone@greystoneconstruction.ca

TITLE
CONCEPT SITE PLAN
OPTION 5

DWN. BY:	DWG. No.
CHK'D:	
SCALE: 1"=0' = 1/32"	SP-5
DATE: 2023.11.23	
PROJECT NO.:	





Option 6 - Summary

- 5000 sq. ft. building footprint
 - o 62'-6" x 80" (N-S Length)
- Paved parking lot (South side of building)
- Driveway shared with existing gravel parking lot (Entrance off Main St.)
- 20 parking stalls
 - o 19 typical (3m x 6m)
 - o 1 type A barrier free (3.4m x 6m)
- Sidewalk along building
- No need to relocate Sanitary Main Line, Sanitary Laterals or Storm Water Drains

The Architect is not responsible for the accuracy of survey, structural, mechanical, electrical, etc. engineering information shown on the drawing. Refer to the appropriate engineering drawings before proceeding with work.

Contractor shall check all dimensions on the work and report any discrepancy to the Architect before proceeding. Construction must conform to all applicable Codes and Requirements of Authorities having Jurisdiction.

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This drawing is not to be used for construction.

Issued for Pricing:
 Signature: _____
 Date: _____

REV	REMARKS	DATE
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NO.	ISSUED FOR:	DATE

PROJECT TITLE
BURK'S FALLS LIBRARY

PROJECT LOCATION
 Burk's Falls, ON

GREYSTONE

8 Crescent Road, Unit A-1
 Huntsville, Ontario.
 P1H 0B3

T: (705) 789-1418
 F: (705) 789-8543
 E: greystone@greystoneconstruction.ca

TITLE
 CONCEPT SITE PLAN
 OPTION 6

DWN. BY: _____ DWG. No. _____
 CHK'D: _____
 SCALE: 1"-0" = 1/32"
 DATE: 2023.11.23
 PROJECT NO.: _____

SP-6

GREYSTONE

July 5 2024

ATTN: John Theriault
Township of Armour
56 Ontario St, Box 533,
Burk's Falls, ON
P0A 1C0

Re: Burk's Falls Library Site Feasibility Report

Executive Summary

We have investigated the feasibility of potential site locations for a new library in the Village of Burk's Falls. Laid out herein are the details of various preliminary site plan concepts with information supporting the perceived feasibility of each. The following can be reviewed alongside the attached conceptual site plan drawings.

Through an iterative process, we have created 6 unique conceptual site plan options, utilizing the south-east corner (Site A) and the centre of the western half (Site B) of the Huston Street-Main Street lot, as outlined by the attached site plans.

These site plans were created using the Tulloch Geomatics Inc. site survey, dated May 5th, 2024, and observed data gathered from a site visit performed by Greystone Project Management on June 19th, 2024. These site visits were intended to verify the locations and directions of the infrastructure noted in the survey and as-built drawings received from the Town, on plans dated April 1971.

Options 1, 2 and 3 Located in Site A (South-East Corner)

The benefits of the Site A location are its adjacency to Main Street, and proximity to Land of Lakes Public School and surrounding residential streets (i.e. John Street).

According to the provided site survey and as-built records, there is a sanitary mainline (gravity main) and related easement running almost directly through the middle of Site A. The gravity main is around 5m below grade and approximately 30m north of the Land of Lakes drop-off road, running the entire west-east length of the property. Based on the locates collected, this sanitary mainline appears to have several lateral connections running to the north (directly underneath or nearby to the proposed library location), which we suspect connect to existing buildings on the property along Huston Street.

Based on the as-built drawings and the observations made on site, there are also at least 5 pipe / culvert outlets, presumed to be stormwater drainage, in the swale on the south end of proposed Site A. Based on the apparent direction of the pipes on site, we suspect they are running north to south along the property (underneath the proposed library and parking lot locations in each Option 1-3). The presumed source location for these outlets, assumed to be the existing buildings on the property along Huston Street, could not be confirmed via the survey nor during the site visit as the suspected maintenance hole connection was filled with sand and debris. This cannot be confirmed without tracing the pipes or using other, more costly methods of subsurface investigations outside the scope of this exercise.

Comparing the as-built drawings to the site survey, proposed Site A appears to have had a large depression in the topography decades ago, where the site is now flat. From this, and other observations onsite, we suspect Site A has, in the past, been filled with imported material. Due to the unknowns of the fill material, there is a basis for concern that the existing soil may not be stable enough to support a building with adequate bearing capacity. This could result in the need for removal of the existing material to introduce an engineered fill program, or extended footings to find stable, native ground. This cannot be confirmed without a complete geotechnical evaluation of the site, which was outside the scope of this exercise.

Furthermore, this site drops in grade significantly on the south border. With some of the site plan options, it is possible that a retaining wall would be required to maintain the grade of the site and fit the parking lot and building within a reasonable area.

The presence of the sanitary gravity sewer, the multiple storm sewers, potential retaining wall and the likely soil conditions pose challenges in any possible site plan in Site A. Options 1, 2 and 3 each require the relocation of at least one of these pipeline systems and possible soil alteration, meaning additional cost and time. We have summarized below the potential implications and conclusions drawn for each of the first three plans.

Conclusions with Options 1, 2, and 3

Below is an outline of potential constraints with these site plan options:

Constraint #1 - Sanitary Mainline and Sanitary Laterals – refer to green lines on site plan

a) Requirement for Extended Footings:

- i) **Analysis:** Due to the proximity of the building to the apparent sanitary easement and related gravity mainline sewer in Options 1 and 3, the sanitary pipes (both main and laterals) would likely be within the zone of influence of standard frost depth footings. Therefore, the footings in proximity to this would need to be extended to approximately 5m depth (over 16ft), to alleviate this influence on the sanitary main and laterals.
- ii) **Implication:** This adds costs and timeline to the construction of the facility in relation to other options available.

b) Maintain and/or Replace Sanitary Main Line (and Laterals) in Existing Location During Construction:

- i) **Analysis:** If the sanitary line were to remain in place, or be replaced in the same location, in tandem with the construction of the Library in Options 1 and 3, this could mitigate the need to excavate the pipe for replacement in the next few decades. However, leaving the lines in their current locations still pose long term risks if emergency excavation occurs (in the case of a blockage, settling, backups, etc.). This would cause extensive operational disruption with closures of the library and/or costly reconstruction of the parking lot. In general, this approach would not be recommended, and would be avoided in similar scenarios involving the public sector and public buildings when other options are available. This does not apply to Option 2 as the sanitary mainline and laterals must be relocated for this plan to be feasible.
- ii) **Implication:** The cost of this work would significantly add to the budget of the library project and fail to mitigate future risk of excavation, or the risk of major operational disruptions to the library.

c) Relocate Sanitary Mainline and Related Laterals Around Site A:

- i) **Analysis:** After investigating the potential relocation the sanitary mainline and laterals around the new library in Options 1, 2 and 3, we concluded this may not be feasible due to the existing slope of the pipe. Based on the as-built survey records provided, it appears that the existing gravity line runs at nearly minimum slope – thus, re-routing the line would result in extended lengths, and even shallower slopes, impacting minimum flushing velocities required for properly functioning sanitary sewers. This could render the slope below acceptable criteria and increase the probability of blockage and long-term maintenance issues. A detailed design and sanitary flow study

could confirm this; however, it appears to be a likely issue and therefore risk with this option.

- ii) **Implication:** The cost of this relocation would significantly add to the budget of the library project, and furthermore, may not be feasible once fully evaluated.

Constraint #2 – Storm Water Drainage Pipes – refer to cyan blue lines on the site plans, shown in their presumed locations (this could not be confirmed)

a) **Relocating Storm Water Drainage Outlets (and Potential Mainlines):**

- i) **Analysis:** The survey shows multiple pipe outlets in the swale along the south side of Site A. Observations on site suggest one of these outlets runs north towards the existing buildings on the property along Huston Street, thus running directly underneath the proposed footprint of Options 1, 2 and 3. The assumed maintenance hole connection (west of UP11, see site plan) for this pipe could not be confirmed as this manhole is filled with sand. Regardless of the storm water drain direction, these outlets would require relocation outside of the future building footprint, and ideally outside the parking lot, to avoid future maintenance issues and disruptions to the library's operation.
- ii) **Implication:** Positioning a building on top of these pipes is not feasible and would therefore require relocation. The cost of this relocation would significantly add to the budget of the library project.

Constraint #3 – Grade Differentials – refer to magenta lines on the site plans

b) **Retaining Wall:**

- i) **Analysis:** Due to the steep slope on the south-east corner of the property, there is a high likelihood Site A will require a retaining wall on the south side, in Options 1 and 2, to manage the grade differentials and ensure a flat site, which is appropriate for accessibility. With Option 3, a retaining wall could be avoided because there is enough distance between the building footprint and the south slope.
- ii) **Implication:** The cost of this work would significantly add to the expenses of the library project and may not be feasible once fully evaluated.

Constraint #4 – Soil Stability

c) **Site A Ground Material:**

- i) **Analysis:** From evaluating the as-built drawings, onsite observations, and the site survey, we suspect Site A was at one time filled. Due to the uncertainties which lie with this fill material, there is concern that the soil may not be suitable enough to support the building. This could be confirmed with a full geotechnical evaluation, which may be corrected by a soil replacement / engineered fill activity, or via extended footings to suitable native soils.
- ii) **Implications:** The cost of this work would add to the expense and timeline of the library project and may not be feasible once fully evaluated. Further information is required for this review.

Options 4, 5 and 6 Located in Site B (West Centre)

The benefits of the Site B location include its adjacency to Main Street, and proximity to Land of Lakes Public School and surrounding residential streets (i.e. John Street). Furthermore, it benefits from being set back from the roadway, buffering the site from potential road noise.

From the information provided by Tulloch, as-builts, and the observations made on site, there is no indication of any existing pipelines running through this area of the property. Once the project is initiated, this could be verified with a private locate firm to confirm and finalize the locations of any potential unidentified underground pipes.

The above observations were analyzed in more detail below along with the summarized opportunities for the usability of the property in 3 further alternative Library site plan options. With no indication of existing subsurface infrastructure, there are greater opportunities to develop outdoor amenities without concern for existing maintenance holes or catch basins.

Conclusions with Options 4, 5 and 6

Concern #1 – Adjacency to School Drop-Off Road

- a) **Land of Lakes Public School Current Bus/Car Route:**
 - i) **Analysis:** Proximity to the one-way Land of Lakes Public School drop-off road may require additional provisions to manage / mitigate potential safety concerns with the traffic and multiple entrances around the site. A walkway or trail could be considered to connect the school and library properties near this area.
 - ii) **Implication:** Adding safety measures would add minimal cost to the library project, but it would increase the safety of pedestrians and library users.

Concern #2 – Sanitary and Storm Water Drainage Connection

a) Possible Connection to South Mainline:

- i) **Analysis:** From the information shown on the as-built records, and site survey performed by Tulloch, there does not appear to be any existing sanitary or storm water drainage lines within proximity of Site B. Therefore, there would be a need to connect to the existing sanitary mainline at the south end of the site, via gravity connection. Although this does not cause issues for the construction of the library directly, it may restrict options for future development on the site.
- ii) **Implication:** From the information we have, we suspect a new sanitary connection would need to be run from the proposed library to one of the existing mainlines. This will have a relatively low impact on adjacent operations / businesses.

Concern #3 – Existing Landscape

a) Possible Clearing of Natural Features:

- i) **Analysis:** From observations of the property and the footprints proposed in Site B, there may be a necessity to remove some of the existing natural forestation in the area. This would decrease the tree coverage of the site but open the grounds for possible future development and outdoor gatherings.
- ii) **Implication:** Removing some existing natural conditions is common in any construction process. In this scenario it will open the space for more community, possibly facility (Health Clinic, Library, School etc.), events.

Conclusion

This report provided an overview analysis of the Huston Street-Main Street property and related site options by evaluating existing as-built drawings received from the Village of Burk's Falls, dated April 1971, a site survey completed by Tulloch Geomatics Inc., dated May 5th, 2024, and via conducting an in-person site investigation on June 19th, 2024.

Based on the as-built drawings, survey information, physical observations, and site plan options reviewed, Site A will present cost and long-term maintenance risks and challenges. This site has many challenges including the existing underground sanitary / stormwater services and potential challenges with the existing soils.

From the analysis of as-built drawings, site surveys and observations, and site plan options, Site B appears as a relatively flat, accessible location with opportunities for development and servicing.

Note: To prepare these site plan options, concerns and opinions for the Huston Street-Main Street property we referenced the site survey from Tulloch Geomatics Inc., dated May 5, 2024, to gather information on the current sanitary and storm water drainage pipe and structure locations. Additionally, the as-built drawings of the property, received from the Village of Burk's Falls, dated April 1971, were used to cross-reference the survey to evaluate the history of the site, and see what, if any, discrepancies could be found between the past and present conditions of the property. Finally, a site visit was performed by Greystone Project Management on June 19th, 2024, to obtain a more comprehensive understanding of the property and its infrastructure. Between these three methods of site analysis, discrepancies were identified with structure and pipe locations and existences, and we recommend additional private locates be performed to identify correctness of information surveyed to date. Furthermore, to confirm subsurface conditions, a geotechnical investigation should be commissioned before any site development is advanced. Ground Penetrating Radar and/or a private locate hire would be an advised step to take to confirm any existing / unknown conditions below grade.

Note that the plans and analysis attached to this report are based on the information provided to us. These comments are based on a preliminary analysis only, intended as inputs for comparisons of site locations only. This is not intended to be taken as engineering or design advice in any way. They are not to be used for design or construction – a detailed design scope of work is required before moving forward with any options proposed above. Greystone cannot provide assurance of the accuracy of the information provided to us. We also assume no responsibility for decisions made based on this analysis. The design concepts provided are preliminary in nature and would require further investigation prior to confirming complete accuracy of the concepts. We accept no liability for any error or omission in this report and have performed our study based on the information observed and received.

From: [John Theriault \(Clerk-Treasurer Administrator\)](#)
To: [Denis Duguay](#); [Brayden Robinson](#); burksfallslibrary@gmail.com
Cc: [Mayor Rod Ward](#); [Councillor Wendy Whitwell](#); rblakelock@armourtownship.ca; [Jerry Brandt](#); [Councillor Dorothy Haggart-Davis](#); [Nancy Field](#); buildingadmin@armourtownship.ca
Subject: Analysis of New Library Sites
Date: July 5, 2024 2:19:27 PM
Attachments: [20240705 - Burks Falls Library - Consumer Report - final.pdf](#)
[06242024 - Burks Falls Library - Options.pdf](#)

Good afternoon everyone,

Attached please find the analysis of the two sites at the Health Center property where the library could be built.

If anyone has any questions, please contact me.

Regards,

John Theriault, AMCT
Clerk-Treasurer/Administrator

Township of Armour
56 Ontario Street, Box 533
Burk's Falls, Ontario P0A 1C0
Email: clerk@armourtownship.ca
Tel: 705-382-3332 ext. 106
Fax: 705-382-2068

**JOINT BUILDING COMMITTEE
ANNUAL PERMIT SUMMARY
2024**

Month	No. of Permits	Permit Fees	Project Values	Size (sq.m)
January	3	\$23,130.00	\$1,522,000.00	308
February	10	\$23,330.00	\$1,306,000.00	764
March	1	\$7,600.00	\$500,000.00	173
April	10	\$17,785.00	\$1,119,000.00	780
May	15	\$44,081.50	\$2,810,100.00	1544
June	11	\$27,742.50	\$1,764,500.00	1315
July	0	\$0.00	\$0.00	0
August	0	\$0.00	\$0.00	0
September	0	\$0.00	\$0.00	0
October	0	\$0.00	\$0.00	0
November	0	\$0.00	\$0.00	0
December	0	\$0.00	\$0.00	0
TOTALS	50	\$143,669.00	\$9,021,600.00	New Construction 4884
				Demolitions 192

**JOINT BUILDING COMMITTEE
ANNUAL PERMIT SUMMARY
2024**

**SFD'S, Seasonal Dwellings
and Multi-Unit Dwellings**

Month	No. of Permits	Permit Fees	Project Values	2023	2024
Burks Falls	2	\$6,725.00	\$435,000.00	0	2
Joly	1	\$370.00	\$18,000.00	0	0
South River	4	\$11,710.00	\$754,000.00	0	0
Machar	15	\$28,227.50	\$1,721,500.00	6	6
Strong	12	\$25,240.00	\$1,440,000.00	2	3
Ryerson	8	\$21,276.50	\$1,365,100.00	2	3
Sundridge	8	\$50,120.00	\$3,288,000.00	1	3
TOTALS	50	\$143,669.00	\$9,021,600.00		17
Permit activity at end of June 30, 2024					
TOTALS	62	\$162,921.21	\$10,001,326.00	17	
Permit activity at end of June 30, 2023					
TOTALS	-12	-\$19,252.21	-\$979,726.00		0
Difference from previous year					

**JOINT BUILDING COMMITTEE
ANNUAL PERMIT SUMMARY
2024**

Month	No. of Permits	Permit Fees	Project Values	Size (sq.m)
January	3	\$23,130.00	\$1,522,000.00	308
February	10	\$23,330.00	\$1,306,000.00	764
March	1	\$7,600.00	\$500,000.00	173
April	10	\$17,785.00	\$1,119,000.00	780
May	15	\$44,081.50	\$2,810,100.00	1544
June	11	\$27,742.50	\$1,764,500.00	1315
July	14	\$15,747.50	\$929,500.00	945
August	0	\$0.00	\$0.00	0
September	0	\$0.00	\$0.00	0
October	0	\$0.00	\$0.00	0
November	0	\$0.00	\$0.00	0
December	0	\$0.00	\$0.00	0
TOTALS	64	\$159,416.50	\$9,951,100.00	New Construction 5829
				Demolitions 192

**JOINT BUILDING COMMITTEE
ANNUAL PERMIT SUMMARY
2024**

**SFD'S, Seasonal Dwellings
and Multi-Unit Dwellings**

Month	No. of Permits	Permit Fees	Project Values	2023	2024
Burks Falls	2	\$6,725.00	\$435,000.00	0	2
Joly	2	\$695.00	\$33,000.00	2	0
South River	5	\$12,935.00	\$829,000.00	2	0
Machar	20	\$34,517.50	\$2,080,500.00	7	7
Strong	16	\$27,267.50	\$1,548,500.00	4	3
Ryerson	10	\$26,876.50	\$1,725,100.00	4	4
Sundridge	9	\$50,400.00	\$3,300,000.00	3	3
TOTALS	64	\$159,416.50	\$9,951,100.00		19
Permit activity at end of July 31, 2024					
TOTALS	75	\$197,051.21	\$12,157,326.00	22	
Permit activity at end of July 31, 2023					
TOTALS	-11	-\$37,634.71	-\$2,206,226.00		-3
Difference from previous year					