



TOWNSHIP OF MELANCTHON

A G E N D A

Thursday , October 3, 2019 - 5:00 p.m.

1. **Call to Order**
 2. **Announcements**
 3. **Additions/Deletions/Approval of Agenda**
 4. **Declaration of Pecuniary Interest and the General Nature Thereof**
 5. **Approval of Draft Minutes - September 19, 2019**
 6. **Business Arising from Minutes**
 7. **Point of Privilege or Personal Privilege**
 8. **Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
 9. **Public Works**
 1. Accounts
 2. Recommendations from the Special Roads Sub-Committee Meeting
 3. Other
 10. **Planning**
 1. Applications to Permit
 2. Public Meeting for the Draft Cannabis Facility Definition and Regulation – Consideration to have it on a Special Date and Time
 3. Other
 11. **Strategic Plan**
 1. ***Quality of Life*** - 1.3 - Enhanced amenities and services for residents and visitors
 12. **Police Services Board**
 1. Mulmur - Melancthon Shared FTE - Update
 13. **Committee Reports**
 14. **Correspondence**
- *Board & Committee Minutes**
1. Mulmur-Melancthon Fire Board - September 10, 2019
- * Items for Information Purposes**
1. OPP Municipal Policing 2020 Annual Billing Statement Package
 2. Township of Mulmur letter to Honourable Doug Ford, Premier regarding high policing costs
 3. Email from Steve Clark, Minister of Municipal Affairs and Housing, Invitation to Workshop: Land Needs Assessment Methodology for the Greater Golden Horseshoe
 4. Email from Ministry of Natural Resources and Forestry regarding proposed changes to the Aggregate Resources Act
 5. Dufferin County Council in Brief for September 12, 2019
 6. Town of Mono Resolution - Justice of the Peace shortage in the Province
 7. Letter from Township of Springwater to Ministry of the Attorney General regarding Joint and Several Liability Consultation

*** Items for Council Action**

1. Hiring Policy – Comments from Township Solicitor and Clean copy with recommended changes for passage
2. Report from Denise Holmes, CAO/Clerk - Mulmur-Melancthon Request for Proposal Recreational Needs and Efficiency Review - Steering Committee Melancthon Council Representative
3. Centre Dufferin Recreation Complex Board of Management Motion - Replacement of Arena Roof

15. General Business

1. Accounts
2. Notice of Intent to Pass By-law
 1. By-law to Authorize a Fire Protection Agreement for the Joint Management and Operation of the Shelburne and District Fire Department & Report from Sabrina VanGerven, Secretary-Treasurer
3. New/Other Business/Additions
 1. Draft Cyber Security Policies - Update
4. Unfinished Business
 1. WDGPH Letter to Municipalities re: Alcohol Policy (Correspondence Item 6 deferred from August 15, 2019 * September 5, 2019 Council meetings)

16. Delegations

17. Closed Session

1. Approval of Draft Minutes - September 19, 2019
2. Personal matters about an identifiable individual, including municipal or local board employees - Tax Arrears Registration Update
3. Litigation or potential litigation, including matters before administrative tribunal, affecting the local board - Melancthon-Nottawasaga Townline Deviation Road

18. Third Reading of By-laws

19. Notice of Motion

20. Confirmation By-law

21. Adjournment and Date of Next Meeting - Thursday, October 17, 2019 - 5:00 p.m.

22. On Sites

22. Correspondence on File at the Clerk's Office

APPLICATIONS TO PERMIT FOR APPROVAL
Oct 3, 2019 COUNCIL MEETING

<i>PROPERTY OWNER</i>	<i>PROPERTY DESCRIPTION</i>	<i>TYPE OF STRUCTURE</i>	<i>DOLLAR VALUE</i>	<i>D.C.'s</i>	<i>COMMENTS</i>
Phillip Prince Applicant: May Ha - Harnett Homes Ltd	582466 County Road 17 Pt Lot 291 7R2559 Part 3 Con 1 NE	Attached Garage	\$80,000	NO	
Levi Martin Applicant: Eli Sherk	278547 6th Line NE Part Lot 30, Concession 7 NE	Addition to existing house	\$150,000	NO	
Dennise Cochrane Applicant: Eldar Sabljakovic - Stellar Outdoor Adv	517578 County Road 124 Part Lot 19, Concession 2 OS	Double sided billboard	\$5,500	YES	

PLAN# 1
OCT 03 2019



MINUTES
MULMUR-MELANCTHON FIRE BOARD
Tuesday September 10, 2019
Fire Hall – 5:00 pm

Present: Chair Earl Hawkins – Mulmur Township
Vice Chair David Besley – Melancthon Township
Member Ken Cufaro – Mulmur Township
Member David Thwaites – Melancthon Township
Fire Chief Scott Davison
Deputy Chief Matt Waterfield
Brendon Bogers
Michelle Smibert, Secretary

1. Call to order – the Chair called the meeting to order at 5:00 pm.

2. Appointment of a Secretary

Motion by Thwaites and Cufaro

THAT Michelle Smibert be appointed as Secretary to the Board. Carried

3. Declaration of Pecuniary Interest – none disclosed.

4. Approval of Previous Meeting's Minutes – July 29, 2019

Motion by Besley and Cufaro

THAT the Minutes dated July 29th, 2019 be approved. Carried

5. Fire Chief's Reports

a) Year to date Fire Report

Motion by Cufaro and Besley

THAT the Year to Date Fire Report dated September 4th be received. Carried

b) Quotations for Rescue 42 Replacement

Motion by Thwaites and Cufaro

THAT the quotation received by Trillium for the Rescue 42 Replacement with the 8-foot box in the amount of approximately \$45,177 plus HST plus emergency equipment as per the attached quotes be approved. Carried

c) Quotations for Tanker 43

Motion by Besley and Cufaro

THAT the quotation received by Midwest Fire for the replacement of Tanker 43 in the amount of \$238,525 US dollars plus taxes be approved. Carried

BD/comm # 1
OCT 03 2019

d) Proposal to Erect a New Communications Tower

Motion by Cufaro and Thwaites

THAT the Fire Board supports the erection of a new communications tower on the site and that the Township of Mulmur take the lead of negotiating the agreement. Carried

6. Finance

a) Review of Preliminary Budget for 2020

The board asked that the budget be reviewed at the next meeting.

b) Monthly Accounts

Motion by Thwaites and Besley

THAT the Monthly accounts in the amount of \$4,003.19 be approved. Carried

7. Correspondence

a) Community Risk Assessments Guideline, July 31, 2019

b) Ontario Regulation 378/18 Community Risk Assessment, July 4, 2019

c) Solicitor General, August 26, 2019, Public Reports under the Fire Protection and Prevention Act

8. Adjournment

Motion by Cufaro and Besley

THAT the meeting adjourn at 6:40 pm with the next meeting being scheduled for Tuesday October 15th at 7 pm. Carried

.....
Chair

.....
Secretary

TRUCK # 1 8 foot Box



Prepared by: Bruce Lyon

09/10/2019

Trillium Ford Lincoln Ltd. | 4589 Industrial Parkway Alliston Ontario | L9R1W1

2020 F-250 4x4 SD Crew Cab 8' box 176" WB XLT (W2B)

Price Level: 15

As Configured Vehicle

Code	Description	MSRP
W2B	Base Vehicle Price (W2B)	\$57,789.00
603A	Order Code 603A	N/C
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel (E85)	Included
44S	Transmission: TorqShift-G 6-Speed Auto w/OD	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	Included
STDGV	GVWR: 4,490 kgs (9,900 lbs) Downgrade Package	Included
* TDX	Tires: LT275/70Rx18E BSW A/T (4)	\$300.00
64B	Wheels: 18" Sparkle Silver Painted Cast Aluminum	Included
3	Cloth 40/20/40 Split Bench Seat w/Recline	Included
176WB	176" Wheelbase	STD
* 86M	Dual 78 AH 750 CCA Medium Duty Batteries	\$300.00
* 67E	240 Amp Alternator	\$125.00
* 18B	Black Platform Running Boards	\$490.00
* 85S	Tough Bed Spray-In Bedliner	\$550.00
PAINT	Monotone Paint Application	STD
* 592	LED Roof Clearance Lights	\$100.00
* 86S	Upfitter Switches (6)	\$150.00
585	Radio: AM/FM MP3 Player w/Digital Clock	Included
168	Carpet Delete (LPO)	N/C
3S_01	Medium Earth Grey	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Bruce Lyon
09/10/2019

Trillium Ford Lincoln Ltd. | 4589 Industrial Parkway Alliston Ontario | L9R1W1

2020 F-250 4x4 SD Crew Cab 8' box 176" WB XLT (W2B)

Price Level: 15

As Configured Vehicle (cont'd)

Code	Description	MSRP
PQ_01	Race Red	NC
SUBTOTAL		\$59,804.00
Destination Charge		\$1,900.00
TOTAL		\$61,704.00

TOTAL DISCOUNTS - 16,527.00
45,177.00

PLUS ADD LEAF CAP SOLID SIDES 100R + 1950

07 ADD LEAF CAP SIDE DOORS N. BILLS + 2850
 100 REC

PLUS TAXES AND LICENCE

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

DARTA ENTERPRISES INC.
 5820 GEORGE BOLTON PKWY.
 DOLTON, ONTARIO L7E 2Y4
 PHONE: (905)951-1940
 FAX: (905)951-3057
 WWW.DARTA.CA



**Quotation
 QT20208**

Aug 28, 2019 Quote Date
 Sep 27, 2019 Quote Expiry
 Customer PO

Car Quote Quote Type
 Michael Lucarelli Salesperson

Sold To: MMFD01

Ship To:

Mulmur Melancthon Fire Department
 706116 County Rd. 21
 Mulmur, ON L9V 0W3
 CA

Mulmur Melancthon Fire Department
 706116 County Rd. 21
 Mulmur, ON L9V 0W3
 CA

Ship Via: INSTALLATION

Terms: Net 30 Days

Detachment:	Car Info:	Lic. Plate:	Mileage: 0 Kms
Credit Card:	Expiry Date: 00000000	Name on CCard:	Payment Info: Not Applicable
Tech. Name 1	Tech. Name 2		
Date Scheduled Arrival	Date Customer Property Received	Scheduled Date to Begin Service/Install	Estimated Completion Date
Mar 10	Mar 10	Mar 10	Mar 10
Job Type: New Installation	Ship Via	INSTALLATION	Terms Net 30 Days

Warranty? No

Customer Complaint/Notes:

Catlog Number	Item Number	Description	Qty	Unit Price	Ext. Price
	Comment	>Client Supplied Vehicle: 2019 Ford F250XLT SuperCrew with 6.5ft Box and Leer Cap<			
	Comment	PB400AL/19F250 Grill Guard Kit, Full Height, 2018 Ford F250	1	522.27	522.27
	MISC STOCK	**NOTE The Grill Guard allows for the proper installation of the siren speaker out in front of the vehicle as well as front facing and side intersection lighting. The Grill Guard also allows for unobstructed air flow to the vehicle cooling system**			
	Comment	DRCS110 Speaker, Siren, 100W External	1	175.00	175.00
	Comment	935-0067A Bracket, Grill Guard, Single DRCS110 Speaker Mounting	1	25.72	25.72
	RDS16S-ELITE1	RDS16S ELITE Kit Single Siren AMP w/USB Programming	1	472.50	472.50
	Comment	>D&R Full Feature Remote Mount Programmable Siren/Light Control System			
	GS12-D-R-F	Genesis Sy 12LED Deck Mnt Flashing Red w/ 215-0360-PG3	6	107.25	643.50
	936-0522A	Bracket, Genesis Deck Light Mounting, 4"H, Single	6	8.40	50.40
	Comment	>Facing Forward on the Grill Guard (2)<			
	Comment	>Each Rear Side Door Window of Truck Cab (2)<			
	Comment	>Rear Cap Window/Hatch (2)<			
	SL-80	Lightbar, Synergy, 80"	1	2,140.08	2,140.08
	Comment	>D&R SYNERGY Lightbar with the following features			
Quote continued on next page ...					

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 8820 GEORGE BOLTON PKWY.
 BOLTON, ONTARIO L7E 2V4
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 FAX: (905)951-3027
 WWW.DARTA.CA



Quotation
 QT20208
 Page 2 of 3

Catlog Number	Item Number	Description	Qty	Unit Price	Ext. Price
	Comment	>HD Extruded Aluminum Chassis with Black Molded Polycarbonate Base Surround			
	Comment	>Clear Polycarbonate Lenses with UV Guard			
	Comment	>(2) Two STR/C-A-12 Dual Function Linear End Light Modules with Six Hi-Intensity Clear LED'S and Six Hi-Intensity Red LED'S, Full Reflector Assembly and Clear Light Amplifier Filter			
	Comment	(Positions: D2 and P2)			
	Comment	>(2) Two STR/C-12-FL Dual Function Linear Corner Light Modules with Six Hi-Intensity Clear LED'S and Six Hi-Intensity Red LED'S, Full Reflector Assembly and Clear Light Amplifier Filter			
	Comment	(Corner Positions: D3 and P1)			
	Comment	>(2) Two STR/C-12-FR-RA Dual Function Linear Corner Light Modules with Six Hi-Intensity Clear LED'S and Six Hi-Intensity Red LED'S, Full Reflector Assembly and Clear Light Amplifier Filter			
	Comment	(Corner Positions: D1 and P3)			
	Comment	>(6) Six STR/C-12 Dual Function Linear Light Modules with Six Hi-Intensity Clear LED'S and Six Hi-Intensity Red LED'S, Full Reflector Assembly and Clear Light Amplifier Filter			
	Comment	(Front Positions: F2 to F7)			
	Comment	>(10) Ten STR-12 Linear Light Modules with Twelve Hi-Intensity Red LED'S, Full Reflector Assembly and Clear Light Amplifier Filter			
	Comment	(Front Positions: F1 and F8)			
	Comment	(Rear Positions: R1 to R8)			
	Comment	>(1) One Standard Roof Mount Kit			
	MISC STOCK	TNK50RC001 Light,Sealed Surf. Mnt Flshng w/Chrm Bzl	4	89.98	359.92
	Comment	>Red LED'S / Clear LENS<			
	Comment	>6.68"L x 2.56"H x 1.06" T<			
	Comment	>For Use in the Following Positions on the Truck:			
	Comment	>One on Each Side of the Grill Guard: Intersection Lights(2)			
	Comment	>One on Each Rear Side Fender(2)			
	SL12IL-R	Insert, Light, 12 LED Red w/inline Controller	4	81.00	324.00
	Comment	>For Use in the Tail Lights<			
	MISC STOCK	104060W00 Scene Light, Low-Profile	2	198.78	397.56
	Comment	>80W (12-5W LED'S) 8600LM, 2 1A MAX<			
	Comment	>2"H x 2-7/8" D x 14" L<			
	Comment	>To be installed on each side of the Cap Roof<			
	MISC STOCK	TS-04 Cargo Bed. HD Slide-Out	1	2,376.15	2,376.15
	Comment	>HD Steel Tubular Frame Assembly			
	Comment	>100% Extension			
Quote continued on next page ...					

DARTA ENTERPRISES INC.
 8820 GEORGE BULTON PKWY.
 BOLTON, ONTARIO L7E 2Y4
 PHONE: (905)951-1910
 FAX: (905)951-2037
 WWW.DARTA.CA



Quotation
 QT20208
 Page 3 of 3

Catlog Number	Item Number	Description	Qty	Unit Price	Ext. Price
	Comment	>Slide Lock In and Out			
	Comment	>HD Formed Aluminum Checker Plate Deck			
	Comment	>"E" Track Down Both Sides and Middle			
	Comment	>(4) Four F06018 Load Straps Included			
	S802	Box, Electronics Storage, Metal	1	112.50	112.50
	183-0008	Circuit Breaker 80Amp Manual Reset	1	65.00	65.00
	WATCHDOG-B60	Watchdog Unit - Battery Protector, Rev 2, O/P With Bolts***	1	100.00	100.00
	SHOP SUPPLIES	Shop Supplies required for Install/Service	1	80.00	80.00
	LABOUR FIXED	Installation and Set-Up of the above mentioned equipment on client supplied vehicle	1	2,580.00	2,580.00
	Comment	*****PRODUCT AVAILABILITY*****			
	Comment	>>APPROXIMATELY (30) THIRTY BUSINESS DAYS from RECEIPT of a PURCHASE ORDER<<			
Comments:			Subtotal	10,424.60	
			Total tax	1,355.20	
			Total order	11,779.80	

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: 705 329-6140
Fax: 705 330-4191

Tél. : 705 329-6140
Télééc.: 705 330-4191

File Reference: 612-20

September 23, 2019

Dear CAO/Treasurer,

Please find attached the OPP municipal policing 2020 Annual Billing Statement package.

This year's billing package includes a statement for the 2018 year-end reconciliation. The final cost adjustment calculated as a result of the 2018 annual reconciliation has been included as an adjustment to the amount being billed to the municipality during the 2020 calendar year.

The final reconciliation of the 2020 annual costs will be included in the 2022 Annual Billing Statement.

For more detailed information on the 2020 Annual Billing Statement package please refer to resource material available on the internet, www.opp.ca/billingmodel. Further, the Municipal Policing Bureau will be hosting a webinar information session in October. An e-mail invitation will be forwarded to the municipality advising of the session date.

If you have questions about the package please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,

M.M. (Marc) Bedard
Superintendent
Commander,
Municipal Policing Bureau

INFO # 1
OCT 03 2019

OPP 2020 Annual Billing Statement

Melancthon Tp

Estimated costs for the period January 1 to December 31, 2020

Please refer to www.opp.ca for 2020 Municipal Policing Billing General Information summary for further details.

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	1,171		
	Commercial and Industrial	<u>74</u>		
	Total Properties	<u><u>1,245</u></u>	183.23	228,123
Calls for Service	(see summaries)			
	Total all municipalities	162,805,510		
	Municipal portion	0.0917%	119.85	149,216
Overtime	(see notes)		12.78	15,912
Prisoner Transportation	(per property cost)		1.99	2,478
Accommodation/Cleaning Services	(per property cost)		<u>4.78</u>	<u>5,951</u>
Total 2020 Estimated Cost			<u><u>322.63</u></u>	<u>401,679</u>
2018 Year-End Adjustment	(see summary)			(1,420)
Grand Total Billing for 2020				<u><u>400,259</u></u>
2020 Monthly Billing Amount				33,355

OPP 2020 Annual Billing Statement

Melancthon Tp

Estimated costs for the period January 1 to December 31, 2020

Notes to Annual Billing Statement

- 1) **Municipal Base Services and Calls for Service Costs** - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2020 billing purposes the allocation of the municipal workload in detachments has been calculated to be 54.5 % Base Services and 45.5 % Calls for Service. The total 2020 Base Services and Calls for Service cost calculation is detailed on the *Base Services and Calls for Service Cost Summary* included in the municipal billing package.
- 2) **Base Services** - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$183.23 estimated for 2020. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on *Base Services and Calls for Service Cost Summary* included in the municipal billing package.
- 3) **Calls for Service** - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) **Overtime** - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2015, 2016, 2017 and 2018 has been analyzed and averaged to estimate the 2020 costs. The costs incorporate the 2020 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2020 hours and salary rates and included in the 2022 Annual Billing Statement.
- 5) **Court Security and Prisoner Transportation (CSPT)** - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. 2020 costs have been based on 2018 security activity. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. These costs will be reconciled to the actual cost of service required in 2020.

There was no information available about the status of 2020 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) **Year-end Adjustment** - The 2018 adjustment accounts for the difference between the amount billed based on the estimated cost in the *Annual Billing Statement* and the reconciled cost in the *Year-end Summary*. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2020 Estimated Base Services and Calls for Service Cost Summary
 For the period January 1 to December 31, 2020

Salaries and Benefits	Positions	Base	Total Base Services and Calls for Service		Base Services	Calls for Service
	FTE	%	\$/FTE	\$	\$	\$
Uniform Members (Note 1)						
Inspector	25.44	100.0	161,356	4,104,898	4,104,898	-
Staff Sergeant-Detachment Commander	11.13	100.0	144,775	1,611,343	1,611,343	-
Staff Sergeant	32.18	100.0	135,199	4,350,718	4,350,718	-
Sergeant	218.06	54.5	121,017	26,388,924	14,393,739	11,995,186
Constable	1,741.76	54.5	103,094	179,565,117	97,945,546	81,619,570
Part-Time Constable	5.48	54.5	82,108	449,952	245,503	204,449
Total Uniform Salaries	2,034.05			216,470,953	122,651,748	93,819,205
Statutory Holiday Payout			3,841	7,791,215	4,369,805	3,421,410
Shift Premiums			1,037	2,037,562	1,111,406	926,156
Uniform Benefits - Inspector			25.68%	1,054,138	1,054,138	-
Uniform Benefits - Full-Time Salaries			29.25%	61,985,460	34,603,144	27,382,316
Uniform Benefits - Part-Time Salaries			14.87%	66,908	36,506	30,402
Total Uniform Salaries & Benefits				289,406,236	163,826,746	125,579,489
Detachment Civilian Members (Note 1)						
Detachment Administrative Clerk	172.24	54.5	65,281	11,244,026	6,133,164.20	5,110,861
Detachment Operations Clerk	2.04	54.5	63,058	128,639	69,995	58,644
Detachment Clerk - Typist	0.33	54.5	56,100	18,513	10,098	8,415
Court Officer	15.99	54.5	66,104	1,057,006	576,429	480,577
Crimestoppers Co-ordinator	0.79	54.5	60,603	47,876	26,059	21,817
Total Detachment Civilian Salaries	191.39			12,496,060	6,815,745	5,680,315
Civilian Benefits - Full-Time Salaries			27.08%	3,383,933	1,845,704	1,538,229
Total Detachment Civilian Salaries & Benefits				15,879,992	8,661,448	7,218,544
Support Costs - Salaries and Benefits (Note 2)						
Communication Operators			6,635	13,495,922	7,568,810	5,927,112
Prisoner Guards			1,764	3,588,064	2,012,265	1,575,799
Operational Support			5,037	10,245,510	5,745,907	4,499,602
RHQ Municipal Support			2,488	5,060,716	2,838,161	2,222,555
Telephone Support			120	244,086	136,889	107,197
Office Automation Support			644	1,309,928	734,637	575,292
Mobile and Portable Radio Support			200	407,906	228,746	179,160
Total Support Staff Salaries and Benefits Costs				34,352,132	19,265,415	15,086,717
Total Salaries & Benefits				339,638,360	191,753,610	147,884,751
Other Direct Operating Expenses (Note 2)						
Communication Centre			167	339,686	190,504	149,183
Operational Support			830	1,688,262	946,814	741,447
RHQ Municipal Support			249	506,478	284,044	222,434
Telephone			1,462	2,973,781	1,667,762	1,306,019
Mobile Radio Equipment Repairs & Maintenance ..			102	208,032	116,660	91,372
Office Automation - Uniform			2,390	4,861,380	2,726,369	2,135,011
Office Automation - Civilian			1,812	346,799	189,155	157,644
Vehicle Usage			8,805	17,909,810	10,044,216	7,865,595
Detachment Supplies & Equipment			534	1,086,183	609,155	477,028
Uniform & Equipment			1,974	4,026,032	2,257,723	1,768,309
Uniform & Equipment - Court Officer			924	14,775	8,057	6,717
Total Other Direct Operating Expenses				33,961,218	19,040,459	14,920,759
Total 2020 Municipal Base Services and Calls for Service Cost				\$ 373,599,578	\$ 210,794,068	\$ 162,805,510
Total OPP-Policed Municipal Properties					1,150,426	
Base Services Cost per Property					\$ 183.23	

OPP 2020 Estimated Base Services and Calls for Service Cost Summary
For the period January 1 to December 31, 2020

Notes:

- 1) Total Base Services and Call for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2015 through 2018. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 89.21 FTEs with a cost of \$14,864,601 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level and classification. The 2020 salaries incorporate the January 1, 2020 general salary rate increases set in the 2019 to 2022 OPPA Uniform and Civilian Collective Agreements, (2.15% for uniform staff and 1.25% for civilian staff). The benefit rates are based on the most recent rates set by the Treasury Board Secretariat, (2019-20). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 54.5% Base Services : 45.5% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2019 Municipal Policing Cost-Recovery Formula.

OPP 2020 Calls for Service Billing Summary
Melancthon Tp
Estimated costs for the period January 1 to December 31, 2020

Calls for Service Billing Workgroups	Calls for Service Count					2020 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2020 Estimated Calls for Service Cost
	2015	2016	2017	2018	Four Year Average				
					A	B	C = A * B		
					(Note 1)			(Note 2)	(Note 3)
Drug Possession	1	4	-	1	2	6.3	9	0.0006%	946
Drugs	1	1	-	-	1	39.2	20	0.0012%	1,961
Operational	105	155	172	156	147	3.6	529	0.0325%	52,955
Operational 2	71	74	74	82	75	1.3	98	0.0060%	9,789
Other Criminal Code Violation	5	3	7	4	5	7.8	37	0.0023%	3,707
Property Crime Violations	31	57	37	45	43	6.7	285	0.0175%	28,494
Statutes & Acts	14	16	21	22	18	3.4	62	0.0038%	6,209
Traffic	87	78	81	96	86	3.5	299	0.0184%	29,945
Violent Criminal Code	6	8	9	15	10	16.0	152	0.0093%	15,210
Total	321	396	401	421	385		1,491	0.0917%	\$149,216
Provincial Totals	(Note 4) 363,779	364,615	368,194	390,369	371,739		1,626,979	100.0%	\$162,805,510

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Costs rounded to zero decimals
- 4) Provincial Totals exclude data for both municipal dissolutions and amalgamations

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OPP 2020 Calls for Service Details
Melancthon Tp
For the calendar years 2015 to 2018

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2015	2016	2017	2018	
Grand Total	321	396	401	421	384.75
Drug Possession	1	4	0	1	1.50
Drug Related Occurrence	0	1	0	0	0.25
Possession - Cannabis	1	1	0	1	0.75
Possession - Cocaine	0	1	0	0	0.25
Possession - Other Controlled Drugs and Substances Act	0	1	0	0	0.25
Drugs	1	1	0	0	0.50
Drug Operation - Residential Grow Outdoor	0	1	0	0	0.25
Trafficking - Cannabis	1	0	0	0	0.25
Operational	105	155	172	156	147.00
Accident - non-MVC - Industrial	0	0	0	1	0.25
Accident - non-MVC - Master Code	0	1	1	0	0.50
Accident - Non-MVC - Others	0	1	1	1	0.75
Accident - non-MVC - Residential	0	0	1	0	0.25
Alarm - Master Code	0	0	1	2	0.75
Alarm - Others	1	2	3	1	1.75
Animal - Bear Complaint	0	1	0	0	0.25
Animal - Dog Owners Liability Act	2	0	0	1	0.75
Animal - Master Code	0	0	2	3	1.25
Animal - Other	0	7	8	13	7.00
Animal Bite	3	1	0	2	1.50
Animal Injured	3	2	3	1	2.25
Animal Rabid	0	0	0	1	0.25
Animal Stray	2	7	7	4	5.00
Assist Fire Department	2	3	2	0	1.75
Assist Public	18	43	42	31	33.50
Compassionate Message	1	0	0	0	0.25
Domestic Disturbance	15	12	22	12	15.25
Family Dispute	10	11	18	14	13.25
Fire - Building	0	2	4	4	2.50
Fire - Vehicle	1	1	0	3	1.25
Firearms (Discharge) By-Law	0	0	1	1	0.50
Found - License Plate	0	0	1	0	0.25
Found - Others	0	2	1	2	1.25
Found - Personal Accessories	0	0	1	1	0.50
Found - Sporting Goods, Hobby Equip.	0	1	0	0	0.25
Found Property - Master Code	2	1	0	1	1.00
Insecure Condition - Building	0	0	1	3	1.00
Insecure Condition - Others	2	0	0	0	0.50
Lost - License Plate	0	0	1	2	0.75
Lost - Machinery & Tools	0	0	1	0	0.25
Lost - Others	1	1	0	0	0.50
Lost - Personal Accessories	0	3	1	2	1.50
Lost - Radio, TV, Sound-Reprod. Equip.	0	1	0	0	0.25
Lost Property - Master Code	1	1	1	0	0.75

OPP 2020 Calls for Service Details
Melancthon Tp
For the calendar years 2015 to 2018

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2015	2016	2017	2018	
Medical Assistance - Other	0	0	1	0	0.25
Missing Person - Master Code	1	0	0	0	0.25
Missing Person 12 & older	0	1	3	0	1.00
Missing Person Located 12 & older	0	1	1	2	1.00
Missing Person Located Under 12	1	0	0	0	0.25
Neighbour Dispute	3	5	4	11	5.75
Noise By-Law	0	0	0	1	0.25
Noise Complaint - Animal	0	0	1	0	0.25
Noise Complaint - Master Code	0	0	1	0	0.25
Noise Complaint - Others	1	0	1	1	0.75
Noise Complaint - Residence	3	5	4	4	4.00
Noise Complaint - Vehicle	1	0	0	0	0.25
Other Municipal By-Laws	6	1	1	3	2.75
Phone - Master Code	1	2	0	2	1.25
Phone - Nuisance - No Charges Laid	3	1	1	0	1.25
Phone - Other - No Charges Laid	0	0	0	3	0.75
Sudden Death - Accidental	1	0	0	0	0.25
Sudden Death - Natural Causes	1	3	3	0	1.75
Suspicious Person	4	6	11	5	6.50
Suspicious vehicle	8	18	13	9	12.00
Traffic By-Law	0	0	0	2	0.50
Trouble with Youth	3	3	0	4	2.50
Unwanted Persons	3	2	2	0	1.75
Vehicle Recovered - Automobile	1	0	1	2	1.00
Vehicle Recovered - Snow Vehicles	0	1	0	0	0.25
Vehicle Recovered - Trucks	0	2	0	1	0.75
Operational 2	71	74	74	82	75.25
911 call - Dropped Cell	2	3	3	6	3.50
911 call / 911 hang up	46	47	36	46	43.75
911 hang up - Pocket Dial	2	1	4	5	3.00
False Alarm - Accidental Trip	5	8	4	2	4.75
False Alarm - Cancelled	4	3	1	1	2.25
False Alarm - Malfunction	2	3	4	3	3.00
False Alarm - Others	1	3	9	5	4.50
Keep the Peace	9	6	13	14	10.50
Other Criminal Code Violations	5	3	7	4	4.75
Animals - Kill or injure	0	0	1	0	0.25
Animals - Others	0	0	1	0	0.25
Animals - Unnecessary suffering	1	0	0	0	0.25
Bail Violations - Fail To Comply	0	1	0	1	0.50
Bail Violations - Recognizance	1	1	0	0	0.50
Breach of Probation	1	0	2	0	0.75
Disturb the Peace	0	0	1	1	0.50
Offensive Weapons - Careless use of firearms	0	0	1	0	0.25
Offensive Weapons - Other Weapons Offences	0	1	0	0	0.25

OPP 2020 Calls for Service Details
Melancthon Tp
For the calendar years 2015 to 2018

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2015	2016	2017	2018	
Offensive Weapons - Restricted	1	0	0	0	0.25
Public Mischief - mislead peace officer	0	0	0	1	0.25
Trespass at Night	0	0	1	1	0.50
Utter Threats to damage property	1	0	0	0	0.25
Property Crime Violations	31	57	37	45	42.50
Arson - Auto	0	0	0	1	0.25
Arson - Building	1	0	0	0	0.25
Break & Enter	8	15	4	5	8.00
Break & Enter - Firearms	0	0	1	0	0.25
Break & Enter - steal firearm from motor vehicle	0	0	1	0	0.25
Fraud - False Pretence Under \$5,000	0	0	1	1	0.50
Fraud - Forgery & Uttering	0	0	1	0	0.25
Fraud - Fraud through mails	0	1	1	0	0.50
Fraud - Money/property/security Over \$5,000	0	0	0	1	0.25
Fraud - Money/property/security Under \$5,000	0	2	1	2	1.25
Fraud - Other	2	2	1	1	1.50
Fraud - Steal/Forge/Poss./Use Credit Card	2	0	0	0	0.50
Identity Fraud	1	2	0	0	0.75
Interfere with lawful use, enjoyment of property	0	0	0	2	0.50
Mischief - Master Code	9	19	12	7	11.75
Personation with Intent (fraud)	0	1	0	0	0.25
Property Damage	2	0	3	4	2.25
Theft from Motor Vehicles Under \$5,000	1	1	5	6	3.25
Theft of - All Terrain Vehicles	0	0	0	1	0.25
Theft of - Automobile	1	0	1	0	0.50
Theft of - Farm Vehicles	0	1	0	0	0.25
Theft of - Other Motor Vehicles	0	2	0	1	0.75
Theft of - Trucks	0	1	1	0	0.50
Theft of Motor Vehicle	0	1	1	3	1.25
Theft Over \$5,000 - Other Theft	0	0	0	1	0.25
Theft Over \$5,000 - Trailers	0	1	0	1	0.50
Theft Under \$5,000 - Bicycles	0	0	0	1	0.25
Theft Under \$5,000 - Building	0	1	0	0	0.25
Theft Under \$5,000 - Farm Agricultural Livestock	1	0	0	0	0.25
Theft Under \$5,000 - Gasoline Drive-off	0	1	0	1	0.50
Theft Under \$5,000 - Master Code	0	1	0	0	0.25
Theft Under \$5,000 - Other Theft	2	5	3	5	3.75
Theft Under \$5,000 - Trailers	1	0	0	0	0.25
Theft Under \$5,000 Shoplifting	0	0	0	1	0.25
Statutes & Acts	14	16	21	22	18.25
Custody Dispute	1	0	0	0	0.25
Landlord / Tenant	2	5	8	5	5.00
Mental Health Act	1	2	2	2	1.75
Mental Health Act - Attempt Suicide	1	0	4	1	1.50
Mental Health Act - Placed on Form	0	0	2	3	1.25

OPP 2020 Calls for Service Details

Melancthon Tp

For the calendar years 2015 to 2018

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2015	2016	2017	2018	
Mental Health Act - Threat of Suicide	3	1	3	4	2.75
Mental Health Act - Voluntary Transport	0	1	1	2	1.00
Trespass To Property Act	6	7	1	5	4.75
Traffic	87	78	81	96	85.50
MVC - Fatal (Motor Vehicle Collision)	0	0	0	1	0.25
MVC - Others (Motor Vehicle Collision)	1	1	2	1	1.25
MVC - Pers. Inj. Failed to Remain (Motor Vehicle Collision)	1	0	0	2	0.75
MVC - Personal Injury (Motor Vehicle Collision)	11	13	5	11	10.00
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	2	0	2	6	2.50
MVC - Prop. Dam. Non Reportable	20	21	22	22	21.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	52	42	49	51	48.50
MVC (Motor Vehicle Collision) - Master Code	0	1	1	2	1.00
Violent Criminal Code	6	8	9	15	9.50
Assault - Level 1	3	3	5	8	4.75
Assault With Weapon or Causing Bodily Harm - Level 2	0	0	0	2	0.50
Criminal Harassment	2	1	0	0	0.75
Extortion	0	1	0	0	0.25
Forcible confinement	0	0	1	0	0.25
Sexual Assault	0	1	3	3	1.75
Utter Threats - Master Code	0	0	0	1	0.25
Utter Threats to Person	1	2	0	1	1.00

OPP 2018 Reconciled Year-End Summary
Melancthon Tp
Reconciled cost for the period January 1 to December 31, 2018

			<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts			
	Household	1,163		
	Commercial and Industrial	<u>68</u>		
	Total Properties	<u><u>1,231</u></u>	193.02	237,602
Calls for Service				
	Total all municipalities	151,961,589		
	Municipal portion	0.0906%	111.82	137,649
Overtime			12.68	15,610
Prisoner Transportation	(per property cost)		1.87	2,302
Accommodation/Cleaning Services	(per property cost)		<u>4.80</u>	<u>5,909</u>
Total 2018 Reconciled Cost			<u><u>324.18</u></u>	<u>399,072</u>
Year Over Year Variance (reconciled cost for the year is not subject to phase-in adjustment)				
2017 Reconciled Cost per Property			309.36	
2018 Reconciled Cost per Property (see above)			<u>324.18</u>	
Cost per Property Variance		(Increase)	14.82	
2018 Billed Amount				<u>(400,492)</u>
2018 Year-End-Adjustment				<u><u>(1,420)</u></u>

Note

The Year-End Adjustment above will be included as an adjustment on the 2020 Billing Statement. This amount will be incorporated into the monthly invoice amount for 2020.

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758070 2nd Line E
Mulmur, Ontario
L9V 0G8

Local (705) 466-3341
Toll Free from 519 only (866) 472-0417
Fax (705) 466-2922

September 5, 2019

The Honourable Doug Ford, Premier
Legislative Building Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

The Council of the Township of Mulmur met at their regular meeting on September 4, 2019 and passed the following resolution:

Moved by: Councillor Boxem and Seconded by: Councillor Cufaro

Whereas smaller and rural Municipalities contracted to Ontario Provincial Police face high policing costs;

Whereas the high policing costs cover a small portion of traffic enforcement;

Whereas small and rural Municipalities have a significant increase in traffic violations;

Whereas the Municipalities contracted to Ontario Police Services are required to pay additional costs for "Enhancements" or "Paid-Duty" police officers to enforce Traffic Violations within their communities;

Whereas these municipalities need to increase policing levels to enforce the additional traffic violations within their communities without having to pay the higher costs of "Enhancements" or "Paid-Duty" police officers;

Whereas Section 53 of the Ontario Police Services Act (PSA) provides for the appointment of Special Constables;

Whereas the Solicitor General is responsible for law enforcement and can appoint Special Constables to undertake special duties many of which require the powers of a police officer, such as traffic enforcement, at a cost which is more affordable for smaller rural municipalities;

NOW THEREFORE IT BE RESOLVED THAT Mulmur Township requests that Special Constables be given status by the Ministry

WFO # 2
OCT 03 2019

to assist Municipalities with enforcement matters under *The Highway Traffic Act* on local roads;

AND THAT a copy of this resolution be forwarded to Sylvia Jones, the Solicitor General of Ontario, AMO and all municipalities in the Province of Ontario. Carried

Feel free to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Janet Horner". The signature is written in a cursive, flowing style.

Janet Horner
Mayor

Copy to: Solicitor General Sylvia Jones
Ministry of the Solicitor General
18th Floor, 25 Grosvenor Street
TORONTO, ON M7A 1Y6

Association of Municipalities of Ontario

All Ontario Municipalities

Municipal Support Resolutions should be emailed to: msmibert@mulmur.ca – Thank you!

DISCLAIMER: This material is provided under contract as a paid service by the originating organization and does not necessarily reflect the view or positions of the Association of Municipalities of Ontario (AMO), its subsidiary companies, officers, directors or agents.

Denise Holmes

From: Minister Steve Clark <minister.mah@ontario.ca>
Sent: Monday, September 23, 2019 9:16 AM
To: Denise Holmes
Subject: Invitation to Workshop: Land Needs Assessment Methodology for the Greater Golden Horseshoe

Ministry of
Municipal Affairs
and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel : 416 585-7000
Fax: 416 585-6470

Ministère des
Affaires municipales
et du Logement

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Télééc. : 416 585-6470



19-004237

September 23, 2019

Dear Mayor Darren White:

On May 2, 2019, our Government released *A Place to Grow: Growth Plan for the Greater Golden Horseshoe, 2019*. *A Place to Grow* addresses the needs of the Greater Golden Horseshoe's growing population, diversity, people and its local priorities. The Plan also aims to increase housing supply at a faster rate, attract new investments and jobs, maximize transit investments, and protect important environmental, employment and agricultural assets.

To achieve this, the Plan requires a standard methodology for land needs assessment as part of a broader growth management framework that looks at the local needs for long-term housing and employment related uses. A standard methodology for land needs assessment was released in May 2018. However, the recent policy changes have resulted in a need to review the methodology to ensure it reflects the priorities of our government and aligns with the policies in *A Place to Grow*.

To support this, and to ensure your input is heard as we review the methodology, the Ministry will be holding technical workshops to develop solutions and to move forward quickly given the methodology is a key component of municipal comprehensive review exercises.

Your expertise would be very helpful in providing meaningful insights into the methodology. We are looking for your technical input and feedback on how the methodology can better address some of the concerns raised in meeting our growth management objectives. Further information on the workshops will be provided shortly.

If you have any questions, please contact Cordelia Clarke Julien, Assistant Deputy Minister at the Ontario Growth Secretariat, by email at Cordelia.ClarkeJulien@ontario.ca or telephone at (416) 325-5803.

Thank you for your continued engagement as we work together to support growth in the Greater Golden Horseshoe.

Sincerely,



Steve Clark
Minister

c: Cordelia Clarke Julien, Assistant Deputy Minister, Ontario Growth Secretariat,
Ministry of Municipal Affairs and Housing
Chris Jones, Township Planner, Township of Melancthon

Denise Holmes

From: Aggregates (MNRF) <Aggregates@ontario.ca>
Sent: Friday, September 20, 2019 10:37 AM
Subject: Proposed changes to the Aggregate Resources Act / Projet de modification de la Loi sur les ressources en agrégats
Attachments: image001.wmz; image002.wmz; image003.wmz



Ministry of Natural Resources and Forestry
Natural Resources Conservation Policy Branch
Policy Division
300 Water Street
Peterborough, ON K9J 8M5

Ministère des Richesses naturelles et de la Foresterie
Direction des politiques de conservation des richesses naturelles
Division de l'élaboration des politiques
300, rue Water
Peterborough (Ontario) K9J 8M5

Subject: Proposed changes to the Aggregate Resources Act

Dear Head of Council and Clerk,

The Ministry of Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

We want to advise you that the Ministry of Natural Resources and Forestry is proceeding with changes to the way aggregates are managed in Ontario and would like to invite municipal input on the changes we are proposing.

We have released an aggregate proposal that aims to cut red tape, create jobs, and promote economic growth within Ontario's aggregate industry — an industry that generates \$1.6 billion in production revenue annually and supports more than 28,000 jobs in aggregate-related sectors.

The proposal draws on feedback from industry, municipalities, Indigenous communities and other stakeholders. It will create opportunities for growth while maintaining a steadfast commitment to protecting the environment and addressing impacts to communities.

A summary of the proposed legislative changes, and instructions for providing feedback, can be found on the Environmental Registry (ERO# 019-0556) at the following link:

<https://ero.ontario.ca/notice/019-0556>

My ministry is also considering some regulatory changes and would appreciate any initial feedback you have on these topics. As a next step, we expect to consult further on specific details related to regulatory proposals at a later date. I look forward to your input on these proposals and potential future changes.

If you have any questions about the proposed changes, please contact Andrew MacDonald, Resource Development Section, at 705-755-1222 or aggregates@ontario.ca.

Kind regards,

Original signed by Ala Boyd

Ala Boyd
A/Director, Natural Resources Conservation Policy Branch
Policy Division, Ministry of Natural Resources and Forestry
300 Water Street, 2 South
Peterborough, ON K9J 3C7
Telephone: 705-755-1241
Facsimilie: 705-755-1971
ala.boyd@ontario.ca

Objet : Projet de modification de la *Loi sur les ressources en agrégats*

Bonjour,

Le ministère des Richesses naturelles et des Forêts sait que les municipalités jouent un rôle primordial dans la vie des Ontariennes et des Ontariens. Nous avons à cœur notre solide relation de collaboration avec elles ainsi qu'avec les associations qui défendent leurs intérêts.

Ainsi, nous voulons vous informer que le Ministère entend modifier les pratiques de gestion des agrégats en Ontario et invite les municipalités à commenter sa proposition.

Ces éventuels changements s'inscrivent dans une optique de réduction des formalités administratives, de création d'emplois et d'essor économique au sein de l'industrie ontarienne des agrégats, qui génère chaque année 1,6 milliard de dollars en revenus de production et assure le maintien de plus de 28 000 emplois dans des secteurs connexes.

Élaborées à la lumière des commentaires de l'industrie, des municipalités, des communautés autochtones et d'autres parties, les modifications proposées favoriseront la croissance tout en respectant notre ferme engagement à protéger l'environnement et à atténuer les répercussions sur les populations locales.

Un résumé du projet de modifications législatives, accompagné de la marche à suivre pour formuler des commentaires, figure dans le Registre environnemental (n° 019-0556), à l'adresse suivante :

<https://ero.ontario.ca/fr/notice/019-0556>

Le Ministère envisage aussi certaines modifications réglementaires et souhaiterait savoir ce que vous en pensez a priori. Des consultations sur leur teneur exacte auront lieu ultérieurement. J'attends donc

avec intérêt vos commentaires sur ces éventuels changements ainsi que sur le projet de modifications législatives susmentionné.

Si vous avez des questions sur les modifications proposées, veuillez communiquer avec Andrew MacDonald, de la Section de l'exploitation des richesses naturelles, au 705 755-1222 ou à l'adresse aggregates@ontario.ca.

Veillez agréer mes salutations distinguées.

Original signé par Ala Boyd

Ala Boyd
Directrice des politiques de conservation des richesses naturelles
Ministère des Richesses naturelles et des Forêts



Proposed amendments to the Aggregate Resources Act

Environmental Registry of Ontario number	019-0556
Notice type	Act
Act	Aggregate Resources Act, R.S.O. 1990
Posted by	Ministry of Natural Resources and Forestry
Notice stage	Proposal
Proposal posted	September 20, 2019
Comment period	September 20, 2019 - November 4, 2019 (45 days) Open
Last updated	September 20, 2019

This consultation closes at 11:59 p.m.

on:

November 4, 2019

Proposal summary

Changes are proposed to the *Aggregate Resources Act* to reduce burdens for business while maintaining strong protection for the environment and managing impacts to communities.

Proposal details

Aggregate Resources Act

The Ministry of Natural Resources and Forestry (MNR) is responsible for managing Ontario's aggregate resources, regulated under the *Aggregate Resources Act* (ARA). Aggregate resources are non-renewable resources like sand, gravel and rock that are needed for infrastructure that supports the quality of life that Ontarians enjoy today. They are used to construct the buildings we live and work in, the roads, the airports and subways we use to get from place to place, and for many other necessary services like sewers and

power generating stations. Most of the aggregate produced in Ontario comes from private land in the southern region of the province where most Ontarians live.

Ontario requires a continued supply of aggregate resources. Approximately 160 million tonnes of aggregate are needed in Ontario each year. Yet, it is equally important to manage and minimize the impact extraction operations may have on the environment and on the communities that surround them. These operations are located across our diverse province, and the regulatory framework that manages them must be fair and predictable and flexible enough to be effective.

In March of 2019, the Ministry hosted an Aggregates Summit. The Summit was an opportunity for industry, municipal and Indigenous leaders to share their ideas for cutting red tape, creating jobs and promoting environmental stewardship and economic growth within the aggregate industry. We also gathered further input through an online survey, ending May 31.

Key themes heard:

- reducing duplication, inefficiency, and inconsistency in application and approval processes
- improving access to aggregate resources
- protecting agricultural lands and water resources
- enhancing rehabilitation
- continue public engagement and outreach on any proposed changes to the [ARA \(Aggregate Resources Act\)](#) framework.

As a result of this input, the Ministry is proposing changes to the aggregate resources framework to reduce burdens for business while also ensuring the environment is protected and Ontarians continue to have an opportunity to participate in processes that may impact them.

Summary of proposed changes

We are proposing to make amendments to the *Aggregate Resources Act*, while continuing to ensure operators are meeting high standards for aggregate extraction, that would:

- strengthen protection of water resources by creating a more robust application process for existing operators that want to expand to extract aggregate within the water table, allowing for increased public

engagement on applications that may impact water resources. This would allow municipalities and others to officially object to an application and provide the opportunity to have their concerns heard by the Local Planning Appeal Tribunal.

- clarify that depth of extraction of pits and quarries is managed under the *Aggregate Resources Act* and that duplicative municipal zoning by-laws relating to the depth of aggregate extraction would not apply
- clarify the application of municipal zoning on Crown land does not apply to aggregate extraction
- clarify how haul routes are considered under the *Aggregate Resources Act* so that the Local Planning Appeal Tribunal and the Minister, when making a decision about issuing or refusing a licence, cannot impose conditions requiring agreements between municipalities and aggregate producers regarding aggregate haulage. This change is proposed to apply to all applications in progress where a decision by the Local Planning Appeal Tribunal or the Minister has not yet been made. Municipalities and aggregate producers may continue to enter into agreements on a voluntary basis.
- improve access to aggregates in adjacent municipal road allowances through a simpler application process (i.e. amendment vs a new application) for an existing license holder, if supported by the municipality
- provide more flexibility for regulations to permit self-filing of routine site plan amendments, as long as regulatory conditions are met.

We are also considering some regulatory changes, including:

- enhanced reporting on rehabilitation by requiring more context and detail on where, when and how rehabilitation is or has been undertaken
- allowing operators to self-file changes to existing site plans for some routine activities, subject to conditions set out in regulation. For example, re-location of some structures or fencing, as long as setbacks are respected
- allowing some low-risk activities to occur without a licence if conditions specified in regulation are followed. For example, extraction of small amounts of aggregate if material is for personal use and does not leave the property
- clarifying requirements for site plan amendment applications
- streamlining compliance reporting requirements, while maintaining the annual requirement

- reviewing application requirements for new sites, including notification and consultation requirements

While no changes to aggregates fees are being proposed at this time, the Ministry is also interested in hearing your feedback on this matter.

We are committed to consult further on more specific details related to the regulatory proposals, including any proposed changes to aggregate fees at a later date.

Public consultation opportunities

Ontario Government's Summit on Aggregate Reform (March 2019):

- provided an opportunity for industry, municipal and Indigenous leaders to share their ideas for cutting red tape, creating jobs and promoting economic growth within the aggregate industry
- input was also received via email and through an online survey, which closed May 31, 2019. A total of 378 aggregate reform comments were received from the following groups:
 - Members of the public
 - Industry, industry associations, consultants
 - Municipalities, municipal associations
 - Non-governmental organizations (NGOs)
 - Academia, and
 - Indigenous communities

Supporting materials

Related links

[Aggregate Resources Act \(https://www.ontario.ca/laws/statute/90a08\)](https://www.ontario.ca/laws/statute/90a08)

[Ontario Regulation 244/97 \(Aggregate Resources Act\) \(https://www.ontario.ca/laws/regulation/970244?search=aggregate\)](https://www.ontario.ca/laws/regulation/970244?search=aggregate)

View materials in person

Some supporting materials may not be available online. If this is the case, you can request to view the materials in person.

Get in touch with the office listed below to find out if materials are available.

Natural Resources Conservation Policy Branch
300 Water Street
Peterborough , ON
K9J 8M5
Canada

 [705-755-1222](tel:705-755-1222)

Comment

Let us know what you think of our proposal.

Have questions? Get in touch with the contact person below. Please include the [ERO \(Environmental Registry of Ontario\)](#) number for this notice in your email or letter to the contact.

[Read our commenting and privacy policies. \(/page/commenting-privacy\)](#)

Submit by mail

Andrew MacDonald
Natural Resources Conservation
Policy Branch
300 Water Street
Peterborough , ON
K9J 8M5
Canada

Connect with

JS

Contact

Andrew MacDonald

 [705-755-1222](tel:705-755-1222)

 aggregates@ontario.ca

Dufferin County's Official E-Newsletter

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COUNCIL IN BRIEF

For September 12, 2019

The following highlights from the September 12, 2019 Dufferin County Council Meeting are provided for general information purposes. [For the full agenda and minutes, please visit our website by clicking here.](#)

Upcoming Meetings

The next Committee meetings will be held on Thursday, September 26, 2019 in Orangeville at 55 Zina Street in the Sutton Room:

Infrastructure & Environmental Services Committee – 1:00 pm

General Government Services Committee – 3:00 pm

Community Services/Dufferin Oaks/Museum Committee – 6:30 pm

Council's New Meeting Location

The September 12, 2019 Council meeting was Dufferin County Council's first meeting at the Town of Orangeville Council Chambers. Council changed locations for the purposes of recording and live streaming meetings. Meetings will be available on YouTube soon!



Defining Moments Canada Award

Mr. Neil Orford presented the Defining Moments Canada Award to Mr. Darrell Keenie, Director of Planning, Economic Development and C
Laura Camilleri, Archivist at the Museum of Dufferin, and Ms. Julie McNiven, Educational Programmer at the Museum of Dufferin, for The
Exhibit. Congratulations to the Museum of Dufferin on receiving this amazing award!

INFO# 5
OCT 03 2019



Pictured above left to right: Neil Orford of Defining Moments Canada presenting the Defining Moments Canada award to Julie McNiven (Educational Programmer), Laura Cantille Darrell Keenle (Director of Planning, Economic Development & Planning)

Orangeville Food Bank

Heather Hayes, Executive Director of the Orangeville Food Bank, presented Council with an update on activities and encouraged everyone to attend the Bri Poverty Workshop on September 16, 2019 at the Salvation Army Church in Orangeville.



Speed Limit Changes

Council adopted a report from the Director of Public Works to change the speed limit on Dufferin Road 17. The 50 km/h speed zone in Mansfield will extend current Community Safety Zone with the 70 km/h zone extending further.



Electric Vehicle Charging Network



Mitigating and adapting to climate change is a far-reaching and long-term initiative that requires action from all levels of government. On June 6, 2018, the Dufferin committed to acting on climate change and transitioning the community towards a low-carbon future by joining the Partners for Climate Protection F Dufferin Council has given staff permission to investigate a Federal cost share opportunity to help develop a Dufferin electric vehicle charging network.

Annual Rent Increase Guideline 2020

Council approved the 2020 market rents of Dufferin-owned housing units by 2.2% over the previous year. Of the total 298 County owned housing units approximately eighty-two (82) units may be impacted by the rent increase in 2020: seventeen (17) households paying market rent (no subsidy attached) and sixty-five (65) paying affordable rent. The remaining 216 households in receipt of Rent Geared to Income (RGI) subsidy will not be impacted by the increase because their income is aligned to their income and not the rent charge.

Dufferin Portable Housing Allowance Implementation

Dufferin County will be implementing a Portable Housing Allowance program, for the Dufferin homeless population, with the goal of achieving safe, permanent sustainable housing at no additional cost to the County. The Dufferin Portable Housing Allowance will be funded at no cost to the County through the repurposing of existing municipal monies from the Social Assistance Restructuring and Reinvestment (SARR) budget. Funds could be paid direct to tenants or direct to landlords depending on circumstances. The SARR budget can stabilize housing for approximately 15 clients per month.

Dufferin County Age-Friendly Action Plan



Dufferin County's Age-Friendly Community Needs Assessment and Strategic Action Plan was undertaken to ensure that older adults in Dufferin have access to the programs, spaces they require to stay active, healthy and engaged in the local community. A final analysis of the research and consultation results were compiled into the final plan. Objectives were to improve age-friendliness and 78 corresponding actions have been recommended. The draft report was previously presented to Council before being finalized by the Older Adults Committee with some minor changes. The overall time frame for the assessment extends until 2024, at which time it is recommended that a review of the current state be established.

Tourism Services



For many years, the County has engaged Headwaters Tourism Association as its 'agent' to deliver tourism services on the County's behalf. The existing 4-year term of agreement for Tourism will end December 31st of this year. Dufferin and Caledon economic development staff have met recently and confirmed that it is appropriate to explore different models for delivering tourism services in each of our communities. Staff will explore alternate options and delivery methods for tourism services in collaboration with our local municipalities.

Dufferin Youth Council



In July, Council supported creating a Dufferin Youth Council. The Terms of Reference were approved at the September 12, 2019 meeting of Council and the full Terms of Reference are in the Council Minutes.

The complete agenda and minutes from the September 12, 2019 County Council meeting will be available on the [County website](#).

*The next County Council meeting is October 10, 2019 at 7:00 pm - Town of Orangeville Council Chamber
Broadway, Orangeville, ON.*

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Our mailing address is:
County of Dufferin
Administration Department
55 Zina Street
Orangeville ON L9W 1E5
info@dufferincounty.ca

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This email was sent to dholmes@melancthontownship.ca
[why did I get this?](#) [unsubscribe from this list](#) [update subscription preferences](#)

Dufferin County | 55 Zina Street | Orangeville, ON L9W 1E5 | Canada





September 25th, 2019

Hon. Doug Downey
Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto, ON
M7A 2S9

RE: Justices of the Peace

Dear Attorney General Downey,

Please be advised that during their Council Meeting on September 24, 2019, Town of Mono Council discussed the current shortage of Justices of the Peace in the Province. The following resolution was approved:

Resolution #10-18-2019

Moved by John Creelman, Seconded by Ralph Manktelow

WHEREAS POA court currently convenes twice a week in Orangeville;

AND WHEREAS two sittings a week are needed to effectively address case volume;

AND WHEREAS we are told up to 32% of those court sitting days in Orangeville may be lost in 2020 due to a shortage of justices of the peace;

AND WHEREAS it is estimated there are currently over 30 unfilled justice of the peace vacancies province wide with probably half again as many retirements expected;

THEREFORE BE IT RESOLVED that Mono and other municipalities urge the Province to appoint qualified persons as Justices of the Peace as soon as possible following the current rigorous vetting process so they can be trained and assigned to courts otherwise threatened with closure due to judicial shortages;

AND THAT this motion be circulated to all Dufferin municipalities for their consideration, MPP Sylvia Jones, Attorney General Doug Downey and the Hon. Paul Currie, Regional Senior Justice - Central West Judicial District. "Carried"

P: 519.941.3599
F: 519.941.9490

E: info@townofmono.com
W: townofmono.com

347209 Mono Centre Road
Mono, ON L9W 6S3

INFO#6
OCT 03 2019

We would hope that this matter can be resolved as soon as possible to minimize the impact on local court functions.

Yours truly,
TOWN OF MONO



Mark Early
CAO/Clerk

Copies (By Email):

Sylvia Jones, MPP and Solicitor General
Hon. Paul Currie, Regional Senior Justice - Central West Judicial District
Clerks, Dufferin County Municipalities

P: 519.941.3599
F: 519.941.9490

E: info@townofmono.com
W: townofmono.com

347209 Mono Centre Road
Mono, ON L9W 6S3

September 26, 2019

Ministry of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th Floor
Toronto ON, M7A 2S9

Re: Joint and Several Liability Consultation

Please be advised that in response to your letter dated July 12, 2019, the Township of Springwater provides the following comments in regards to Joint and Several Liability.

1. Please describe the nature of the problem as you see it?

In response to the Province's request for consultation, the Township has a significant issue with Joint and Several Liability (JSL) and the impact it has on the municipality.

a. No Requirement of Proof

JSL is a tool that is used by the legal industry without any discretion to the point that this municipality feels that its use is negligent and in fact unethical. Most law suits that municipalities see are frivolous and vexations as lawyers cast their nets wide and attempt to use shotgun justice for their clients that are more than often the sole cause of a claim. A statement of claim does not require any proof that there is fault. A plaintiff only has to state who they think is involved and a significant amount of court time is spent determining who should be a party to the legal claim.

b. No Consequence for Being Wrongly Identified in a Statement of Claim

To add to this, there is no consequence that lawyers and their clients face for submitting a claim against a municipality when it is clear that a municipality is not involved. Municipalities incur significant administrative costs in managing these claims and the municipalities and their insurers pay significant costs to go through a lengthy process to prove that a claim was made in error (intentionally) only to find that a judge sees no reason to compensate a municipality for cost for incorrectly being named in a lawsuit by a plaintiff. Municipalities are seen as having deep pockets by the legal industry as well as the judicial system that makes decisions on these claims. Proof of innocence is often furnished to the plaintiff and lawyer by a municipality immediately upon notification of a pending legal action of statement of claim. This information is ignored by the plaintiff's lawyer. A plaintiff and their lawyer should have to reimburse a municipality for

all administrative and legal costs when the municipality is cleared of liability. Judges rarely compensate municipalities for being wrongly named in a legal action.

A recent example from 2019 occurred when a statement of claim was made against the Township of Springwater for an accident on a County Road (not the jurisdiction of Springwater). After legal and administrative costs totaling more than \$5,000, Springwater was dismissed from the claim. Unfortunately no costs were assigned to the plaintiff for wrongly naming Springwater in the statement of claim. The current system is broken and Springwater tax payers are left paying the bill.

2. *What are the problems that you need addressed to benefit your community?*

a. *Ethical Standard of Due Diligence Required Before Submitting a Legal Action*

Lawyer's representing plaintiff's should be required to submit documentation that provides significant research into why a claim is being made and a municipality is being named in a law suit. The claim should clearly prove authority and responsibility. The current practice of naming every party under the sun in a legal claim is negligent and unethical.

b. *Frivolous and Vexatious Suits are Costing Taxpayers*

The Township of Springwater is seeing a significant waste of administrative time and cost in managing legal claims against the municipality that are predominantly frivolous and vexatious due to JSL. Over the last seven years, the municipality has had 55 claims made against the municipality. These claims range from trips/falls resulting in broken eyeglasses to cases that unfortunately involve loss of life. The Township has no problem dealing with claims that the municipality is responsible for; however the Township does have a problem dealing with claims it does not have any responsibility for. Of the 55 claims against the municipality, 42 of these claims are frivolous and vexatious. Claims that the municipality has no responsibility for. Over the past 7 years, Springwater has paid more than \$100,000 on these frivolous and vexatious claims as they work themselves through the legal process. Many of these files are still open. This does not include additional costs paid by Springwater's insurance company that are beyond the municipality's deductible.

c. *Negligent Legal Actions (Beyond Frivolous and Vexatious)*

The Township of Springwater is currently named in 4 legal actions and an additional legal action (recently abandoned) for claims that occurred in another municipality (no where near Springwater). The Township is currently named in 3 claims that occurred in the Township of Clearview west of Stayner and one claim in the Township of Brock that have nothing to do with the Township. Springwater was named in a claim that occurred

in Wasaga Beach that was abandoned recently. All of these claims cost the Springwater taxpayer in administrative and legal costs as they work their way through the process.

d. Triage System for Claims

Before a claim makes it to a court date, the file should be triaged. It is at this stage that negligent of frivolous and vexatious claims will be filtered or thrown out. This process will trigger the reimbursement of costs to municipalities by unethical law firms.

e. Law Society of Ontario Charges

Lawyers that use JSL in an unethical way should be charged by the Law Society of Ontario. If a lawyer names a municipality in a legal action that should not be named, these lawyers should be suspended and potentially lose their license to practice law. There is a significant commonality when comparing frivolous and vexatious claims and the law firms/lawyers that submit them. The current code of ethics of the Law Society of Ontario should be updated by the Province to reprimand lawyers and law firms that negligently use JSL. The Province of Ontario should be involved in creating a new Code of Ethics for Ontario's legal industry.

3. *Is it increased premiums? Rising deductibles?*

A recent survey by CAO's in Simcoe County shows that insurance premiums are going up between 10% at the lowest to 59% being the highest in 2019. The Township of Springwater experienced a 10.8% increase in its 2019 insurance renewal. The area that typically sees an annual increase is related to the Municipal General Liability and Excess Liability lines of the business. The municipality was advised by its insurance broker that "over the past several years, insurance companies' appetite for Municipal Insurance has remained fairly stable. Insurance rates across all lines have seen only modest increases intended to simply keep pace with inflation and the rising cost of claims. Larger rate increases have been reserved for those accounts experiencing adverse claims development; either in frequency or severity (or both). However, starting in June 2018, the insurance market as a whole has shown clear signs of "hardening". Insurance companies for all sectors are putting stricter rules in place regarding the amount and breadth of coverage they will provide, and to which clients. Since the overall insurance supply is being reduced, the demand for insurer capacity is increasing, and as such, prices are elevating."

The table below provides at a high level (includes all lines of coverage) the Township's annual insurance premiums over the past five years.

2015	2016	2017	2018	2019
\$234,942	\$247,262	\$254,388	\$274,936	\$304,688

The Township continues to consult with its insurance broker in an effort to ensure that Springwater's constituents are receiving the best value for their tax dollar; however, the rising costs of insurance are not sustainable over the long run. Staff and its insurance broker have looked at increasing our deductibles in an effort to reduce the overall premium; however this has led to minimal reductions in the overall annual premium to the Township.

4. Being unfairly named in lawsuits?

As detailed above, Springwater continues to be unfairly named in legal actions. Issues here range from a complete absence of research by legal firms on causality to the municipality being named in legal action in completely separate jurisdictions (other municipalities).

5. Feeling you cannot offer certain services because of liability risks?

More recently, with the advice of the Township's insurance broker, the Township has changed the way in which it delivers some of its recreational programs/services, especially as it relates to children's programs/activities. For example, the Township in partnership with its Community Recreation Associations will host a number of community based events throughout the year, which includes children's activities. In order to allow inflatable Bouncy castles at community events, the Township now requires the service provider to indemnify the Township and to also provide staff to monitor the safety of participants while in the inflatable Bouncy castle. Some vendors are reluctant to take on this risk.

Thank you for allowing the Township to participate in this consultation. We are open to further dialogue should you feel it necessary.

Yours truly,



Jeff Schmidt, CPA, CGA, B.A.S.
Chief Administrative Officer

Cc: Ontario Municipalities

Denise Holmes

From: Denise Holmes
Sent: Wednesday, September 25, 2019 1:29 PM
To: Denise Holmes
Subject: FW: Hiring Policy
Attachments: Hiring Policy - with comments.doc

From: Stephen Christie <schristie@sbslaw.ca>
Sent: Wednesday, September 25, 2019 12:03 PM
To: Denise Holmes <dholmes@melancthontownship.ca>
Subject: RE: Hiring Policy

Hi Denise,

Please see the attached with my changes and comments. Please let me know if you would like to discuss.

Steve

Stephen J. C. Christie | schristie@sbslaw.ca

Stutz Brown & Self Professional Corporation

Orangeville Location:
269 Broadway
Orangeville, ON L9W 1K8
Tel: 519-941-7500
Fax: 519-941-8381

Shelburne Location:
219 First Ave. East, Unit 2
Shelburne, ON L9V 3J9
Tel: 226-259-7500
Fax: 519-941-8381

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**TOWNSHIP OF MELANCTHON
HIRING POLICY
APPROVED BY COUNCIL _____**

PURPOSE

The Township endeavours to provide consistent, fair and unbiased hiring practices in the hiring of personnel.

POLICY

1. Overall Responsibility and Authority

The CAO has the responsibility for the proper implementation and functioning of the Hiring Policy and shall ensure that the Township recruits and employs the highest reasonable standard of work force.

2. Authorization to Create a New Position and filling vacancies

These steps shall be followed:

- (a) The Department Head will ensure that the appropriate authorization to add or replace staff complement is in place. In the case of new positions, a staffing report detailing the requirements including salary grade will be approved by Council before proceeding with the hiring process. For existing position vacancies, the Department Head will confirm with the CAO, that an operational requirement still exists and that the salary costs will be contained within the Department's budget.
- (b) The Department Head will agree upon the job posting description and will post the vacancy in a standardized format for (5) five working days at the Township of Melancthon municipal office and at the Township of Melancthon public works garage. All submissions should be directed to the Department Head.
- (c) If necessary, concurrently or subsequently, the Department Head may prepare an advertisement for insertion in newspapers, professional association's magazines, journals and web sites as deemed appropriate based on the level of the position being recruited for. The Department Head in consultation with the CAO will approve the advertisement alternatives. The advertisement shall contain position title, salary range (optional), minimum qualifications, term of employment for contract positions, date and time by which resumes must be received and the statement: *"The Township of Melancthon is an equal opportunity employer. We thank all applicants for their interest, however, only those selected for an interview will be contacted. In accordance with the Municipal Freedom of Information and Protection of Privacy Act, personal information is collected and will only be used for the purposes of candidate selection. If you require an accessible format, please email dholmes@melancthontownship.ca. Accessibility accommodations are*

available for all parts of the recruitment process. Applicants need to make their needs known in advance."

- (d) Following the closing date for submission of applications, the Department Head will review or short list the applications as appropriate with the CAO if necessary and determine the candidates to be interviewed.
- (e) For competitions with internal and external candidates, the Department Head or designate will arrange the interview dates and times.
- (f) Upon final selection, all résumés are to be returned to the CAO. The Department Head, or ~~designate~~ designate will inform, in writing, the unsuccessful candidates that were interviewed and also prepare an appointment letter to inform the successful candidate as to the specifics of his or her new position. Copies of this letter will be forwarded to the payroll section and the Treasurer.

3. Hiring of Relatives Staff and/or Council

Councillors: For the purpose of this policy, a "relative" is a person's spouse through marriage, common law, or companion, parent, child, or sibling and includes the corresponding step or in-law relationship. ~~Therefore the this~~ policy prohibits the hiring of these relatives while the member is in office. In accordance with the provisions of the Municipal Act, this section also applies, where applicable, to members of local boards as defined in the Act.

Staff: The hiring policy for staff means that no member of an employee's family may work in a full or part time - time capacity under the direct supervision of that employee.

- (a) For the purpose of this policy, a "relative" is a person's spouse through marriage, common law, or companion, parent, child, or sibling and includes the corresponding step or in-law relationship.
- (b) Related Township employees cannot work in positions where one supervises the ~~other, or other~~ or exerts a significant influence over the work or career advancement of the other.
- (c) The determination of whether a relative is in a position to exert a significant influence over the work or career advancement of another relative is determined through consultation between the employee, their Department Head and the CAO.
- (d) Employees who become related while they are employed by the Township must adhere to the same requirements as job applicants who are related to current employees in that they cannot work in positions where one supervises the other, or where one is in a position to exert a significant influence over the work or career advancement of the other. Such employees will be notified that they are in conflict with this policy by the Department Head or by the CAO.

- (e) Employees in a conflict shall attempt to secure alternative employment within the Township with the Township's assistance.
- (f) No employee will suffer termination through the terms of this article if a familial relationship develops during their tenure of employment; save and except should any degree or level of supervision occur as a result of a relationship, the Department Head and CAO will review the reporting relationship and report to Council. Any resultant action will not violate either affected employee's rights as established in applicable Ontario law. [This last sentence should be removed. Whether or not there has been a violation of law cannot be predetermined by a hiring policy.]
- (g) An employee who applies for a position where he or she is the successful candidate, and therefore, would supervise or exert significant influence over a relative, will be advised by the Township that they are eligible for the competition [should this state "position"?), provided that they resolve the conflict of interest to the satisfaction of the Township.

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4. Ratification and Records Retention

All Council ratification motions for Department Heads and above must contain the following:

- name of employee
- position title
- date of hire
- salary grade

All documentation received from unsuccessful applicants responding to advertisements for employment will be retained by the CAO until the end of the probationary period of the successful applicant.

5. Organization Chart and Job Description

As a first step in filling either a new position or hiring a replacement for a vacated position, the Department Head shall review the organization chart and the job description to verify that both are current. If not, they shall be updated and approved by the CAO before any further action is taken.

6. Interviews

Interviews shall be conducted in accordance with the PROCEDURES of this Policy, beginning on Page 4.

7. Organization Levels

There shall be specific hiring procedures for the various levels in the organization (i.e.) for:

- (a) CAO
- (b) Department Heads and Statutory Officers (e.g. Clerk, Treasurer)

- (c) **Other Managerial Staff**
 - These positions have managerial and/or supervisory and/or statutory responsibilities as determined by the Department Head and CAO.
- (d) **Non-Managerial Staff**
 - These positions have no managerial and/or supervisory responsibilities.

8. Skills Testing

Various forms of skills testing, including verbal and written testing, may be carried out on potential employees to determine if they have the required skills for the position. Any methods or forms of testing shall be approved by the CAO before being used.

9. Probationary Period

A formal review shall be conducted approximately half way through the prescribed probationary period. A record of review and evaluation shall be kept as part of the employee personnel file.

PROCEDURES

Specific procedures for the above levels shall cover:

- Recruitment
- Application formats
- Receiving and recording applications
- The appropriate probation period
- Screening to develop a "short list"
- Interviews and procedures (i.e.) the number of interviews, with whom, and the evaluation technique
- Qualification, reference (minimum of two), and experience checks
- Ratification system and terms of employment (i.e.) by whom and when

1. CAO

- a) **Recruitment**
 - Township Council may retain a Consultant, whose involvement will be designed by the Mayor, Council and incumbent CAO (if appropriate).
 - Conduct advertising in local papers, outside papers, magazines and journals (e.g. Municipal World & AMCTO).
 - Other measures as appropriate
 - Council may determine to hold internal competition only.
- b) **Application Format**
 - Shall be applicant's own with attached resume
- c) **Receiving and Recording Applications**
 - Shall be Council and/or Consultant's responsibility if so instructed

d) Probation Period

- 6 months [Note 6 months is inconsistent with Employment Standards Act to the extent that an employee can be terminated without notice or pay in lieu of if terminated within 3 months. Therefore, if terminated after this point, they would technically be required to be provided with notice.]

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e) Screening to Develop "Short List"

- Council and/or Consultant's responsibility (if instructed) to make recommendations to Council.

f) Interviews and Procedures

- The Consultant or the Mayor will have the obligation to explicitly notify all members of council of the date, time and location of any meetings where the selection process will occur;
- Council and/or Consultant shall (if instructed) assist with interviewing the "short listed" candidates.
- Council and/or the Consultant shall recommend an evaluation technique/questionnaire that shall be followed during the selection interview and which will treat all candidates in a uniform manner;
- Council shall determine the appropriate step within the salary grade based upon the experience and qualifications of the successful applicant

g) Qualification, Reference, and Experience Checks

- The Mayor and/or Consultant shall check and document the above to be presented to Council at the time of the selection interview

(h) Ratification of Selection

- By Township of Melancthon Council at its next regularly scheduled meeting, or at a special meeting of Council as circumstances dictate

2. Department Heads

(a) Recruitment

- The CAO may conduct advertising in local papers or as appropriate by advertising in outside papers, magazines, journals and through appropriate associations.
- Council may determine to hold internal competition only, or direct the use of a consultant.

(b) Application Format

- Shall be applicant's own with attached resume

(c) Receiving and Recording Applications

- Shall be done by the CAO

(d) Probation Period

- 6 months

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(e) Screening to Develop "Short List"

- shall be performed by the CAO and at least one other person (chosen by the CAO)
- (f) Interviews and Procedures
 - A Committee composed of the CAO and the two Members of the Human Resources Sub-Committee shall interview the short list of candidates
 - The CAO shall recommend to Council the appropriate salary grade
- (g) Qualification, Reference, and Experience Checks
 - The CAO shall check and document the above to be presented to Council at the time of the selection interview
- (h) Ratification of Selection
 - By Township Council at its next regularly scheduled meeting, or at a special meeting of Council if circumstances so dictate

3. Other Managerial Staff

- (a) Recruitment
 - The appropriate Department Head shall advertise in local papers or alternatives as appropriate
 - The Department Head may determine to hold internal competition only.
- (b) Application Format
 - shall be applicant's own with attached resume
- (c) Receiving and Recording Applications
 - shall be the Department Head's responsibility
- (d) Probation Period
 - **6 months**
- (e) Screening to Develop "Short List"
 - Applicable Department Head's and CAO responsibility
- (f) Interviews and Procedures
 - CAO and Department Head shall interview the short list
 - CAO and the Department Head shall determine the appropriate step within the salary grade based upon the experience and qualifications of the successful applicant
 - The Department Head shall recommend the selection to the CAO
- (g) Reference, Experience and Qualification Checks
 - The Department Head shall check and document the above to be available at the time of the selection interview

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4. Non-Managerial Staff

- (a) Recruitment
 - The Department Head shall advertise in the local papers

- The Department Head may determine to hold internal competition only.
- (b) Application Format
 - Shall be applicant's own
- (c) Probation Period
 - 3 or 6 months at the discretion of the Department Head
- (d) Screening to Develop "Short List"
 - The Department Head's and supervisor's responsibility
- (e) Interviews and Procedures
 - The CAO and the Department Head shall interview and make the selection
 - The new employee shall be hired by the Department Head,
- (f) Qualification, Reference, and Experience Checks
 - The supervisor or Department Head shall check and document the above at the time of the selection interview
- (g) The Department Head may delegate their responsibilities under Section 4 "Non-Managerial Staff" to other staff in the chain of supervision if circumstances so dictate.

5. Offers of Employment

- (a) Following the interview process, an offer of employment will first be made verbally by the Department Head and will be contingent upon delivery of Driver's Abstract (if required). A final offer of employment will then be made in writing by way of an Employment Agreement. Salary will be in accordance with the salary range approved for that position.
- (b) An offer of employment by the Township may be conditional to the prospective employee providing satisfactory medical results by the medical doctor agreed upon by the Township. This needs to be removed or at least amended. The employment cannot be conditional upon medical results. The only information that can be sought would be information required in order to accommodate the employee. After a job offer is extended, the Township can ask for details about whether or not the candidate requires accommodation. Then there is a duty to accommodate. The employer can seek medical advice as to how to implement accommodations. Otherwise, if an offer is terminated after medical results are provided, it would be difficult to argue that the decision was not based on medical needs or a physical condition.

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6. Employment Criteria

- (a) Age Restriction
All employees must be over age 16 at the start of their employment. For secondary school students working in student positions, the minimum requirements of the Employment Standards Act may apply.

(b) Proof of Age

All employees must file proof of age, when they have been accepted for employment.

(c) Proof of Social Insurance Number

All employees must file proof of their social insurance number when they have been accepted for employment.

Variance:

Council may at its discretion, waive or vary any procedural component under this policy.

The Hiring Policy approved on December 2, 2004 is hereby repealed.

**TOWNSHIP OF MELANCTHON
HIRING POLICY
APPROVED BY COUNCIL _____**

PURPOSE

The Township endeavours to provide consistent, fair and unbiased hiring practices in the hiring of personnel.

POLICY

1. Overall Responsibility and Authority

The CAO has the responsibility for the proper implementation and functioning of the Hiring Policy and shall ensure that the Township recruits and employs the highest reasonable standard of work force.

2. Authorization to Create a New Position and filling vacancies

These steps shall be followed:

- (a) The Department Head will ensure that the appropriate authorization to add or replace staff complement is in place. In the case of new positions, a staffing report detailing the requirements including salary grade will be approved by Council before proceeding with the hiring process. For existing position vacancies, the Department Head will confirm with the CAO, that an operational requirement still exists and that the salary costs will be contained within the Department's budget.
- (b) The Department Head will agree upon the job posting description and will post the vacancy in a standardized format for (5) five working days at the Township of Melancthon municipal office and at the Township of Melancthon public works garage. All submissions should be directed to the Department Head.
- (c) If necessary, concurrently or subsequently, the Department Head may prepare an advertisement for insertion in newspapers, professional association's magazines, journals and web sites as deemed appropriate based on the level of the position being recruited for. The Department Head in consultation with the CAO will approve the advertisement alternatives. The advertisement shall contain position title, salary range (optional), minimum qualifications, term of employment for contract positions, date and time by which resumes must be received and the statement: *"The Township of Melancthon is an equal opportunity employer. We thank all applicants for their interest, however, only those selected for an interview will be contacted. In accordance with the Municipal Freedom of Information and Protection of Privacy Act, personal information is collected and will only be used for the purposes of candidate selection. If you require an accessible format, please email dholmes@melancthontownship.ca. Accessibility accommodations are*

available for all parts of the recruitment process. Applicants need to make their needs known in advance."

- (d) Following the closing date for submission of applications, the Department Head will review or short list the applications as appropriate with the CAO if necessary and determine the candidates to be interviewed.
- (e) For competitions with internal and external candidates, the Department Head or designate will arrange the interview dates and times.
- (f) Upon final selection, all résumés are to be returned to the CAO. The Department Head, or designate will inform, in writing, the unsuccessful candidates that were interviewed and also prepare an appointment letter to inform the successful candidate as to the specifics of his or her new position. Copies of this letter will be forwarded to the payroll section and the Treasurer.

3. Hiring of Relatives Staff and/or Council

Councillors: For the purpose of this policy, a "relative" is a person's spouse through marriage, common law, or companion, parent, child, or sibling and includes the corresponding step or in-law relationship. Therefore this policy prohibits the hiring of these relatives while the member is in office. In accordance with the provisions of the Municipal Act, this section also applies, where applicable, to members of local boards as defined in the Act.

Staff: The hiring policy for staff means that no member of an employee's family may work in a full or part time - time capacity under the direct supervision of that employee.

- (a) For the purpose of this policy, a "relative" is a person's spouse through marriage, common law, or companion, parent, child, or sibling and includes the corresponding step or in-law relationship.
- (b) Related Township employees cannot work in positions where one supervises the other or exerts a significant influence over the work or career advancement of the other.
- (c) The determination of whether a relative is in a position to exert a significant influence over the work or career advancement of another relative is determined through consultation between the employee, their Department Head and the CAO.
- (d) Employees who become related while they are employed by the Township must adhere to the same requirements as job applicants who are related to current employees in that they cannot work in positions where one supervises the other, or where one is in a position to exert a significant influence over the work or career advancement of the other. Such employees will be notified that they are in conflict with this policy by the Department Head or by the CAO.

- (e) Employees in a conflict shall attempt to secure alternative employment within the Township with the Township's assistance.
- (f) No employee will suffer termination through the terms of this article if a familial relationship develops during their tenure of employment; save and except should any degree or level of supervision occur as a result of a relationship, the Department Head and CAO will review the reporting relationship and report to Council.
- (g) An employee who applies for a position where he or she is the successful candidate, and therefore, would supervise or exert significant influence over a relative, will be advised by the Township that they are eligible for the position, provided that they resolve the conflict of interest to the satisfaction of the Township.

4. Ratification and Records Retention

All Council ratification motions for Department Heads and above must contain the following:

- name of employee
- position title
- date of hire
- salary grade

All documentation received from unsuccessful applicants responding to advertisements for employment will be retained by the CAO until the end of the probationary period of the successful applicant.

5. Organization Chart and Job Description

As a first step in filling either a new position or hiring a replacement for a vacated position, the Department Head shall review the organization chart and the job description to verify that both are current. If not, they shall be updated and approved by the CAO before any further action is taken.

6. Interviews

Interviews shall be conducted in accordance with the **PROCEDURES** of this Policy, beginning on Page 4.

7. Organization Levels

There shall be specific hiring procedures for the various levels in the organization (i.e.) for:

- (a) CAO
- (b) Department Heads and Statutory Officers (e.g. Clerk, Treasurer)
- (c) Other Managerial Staff
 - These positions have managerial and/or supervisory and/or statutory responsibilities as determined by the Department Head and CAO.

(d) **Non-Managerial Staff**

- These positions have no managerial and/or supervisory responsibilities.

8. Skills Testing

Various forms of skills testing, including verbal and written testing, may be carried out on potential employees to determine if they have the required skills for the position. Any methods or forms of testing shall be approved by the CAO before being used.

9. Probationary Period

A formal review shall be conducted approximately half way through the prescribed probationary period. A record of review and evaluation shall be kept as part of the employee personnel file.

PROCEDURES

Specific procedures for the above levels shall cover:

- Recruitment
- Application formats
- Receiving and recording applications
- The appropriate probation period
- Screening to develop a "short list"
- Interviews and procedures (i.e.) the number of interviews, with whom, and the evaluation technique
- Qualification, reference (minimum of two), and experience checks
- Ratification system and terms of employment (i.e.) by whom and when

1. CAO

a) **Recruitment**

- Township Council may retain a Consultant, whose involvement will be designed by the Mayor, Council and incumbent CAO (if appropriate).
- Conduct advertising in local papers, outside papers, magazines and journals (e.g. Municipal World & AMCTO).
- Other measures as appropriate
- Council may determine to hold internal competition only.

b) **Application Format**

- Shall be applicant's own with attached resume

c) **Receiving and Recording Applications**

- Shall be Council and/or Consultant's responsibility if so instructed

d) **Probation Period**

- 3 months

e) **Screening to Develop "Short List"**

- Council and/or Consultant's responsibility (if instructed) to make recommendations to Council.
- f) Interviews and Procedures
 - The Consultant or the Mayor will have the obligation to explicitly notify all members of council of the date, time and location of any meetings where the selection process will occur;
 - Council and/or Consultant shall (if instructed) assist with interviewing the "short listed" candidates.
 - Council and/or the Consultant shall recommend an evaluation technique/questionnaire that shall be followed during the selection interview and which will treat all candidates in a uniform manner;
 - Council shall determine the appropriate step within the salary grade based upon the experience and qualifications of the successful applicant
- g) Qualification, Reference, and Experience Checks
 - The Mayor and/or Consultant shall check and document the above to be presented to Council at the time of the selection interview
- (h) Ratification of Selection
 - By Township of Melancthon Council at its next regularly scheduled meeting, or at a special meeting of Council as circumstances dictate

2. Department Heads

- (a) Recruitment
 - The CAO may conduct advertising in local papers or as appropriate by advertising in outside papers, magazines, journals and through appropriate associations.
 - Council may determine to hold internal competition only, or direct the use of a consultant.
- (b) Application Format
 - Shall be applicant's own with attached resume
- (c) Receiving and Recording Applications
 - Shall be done by the CAO
- (d) Probation Period
 - 3 months
- (e) Screening to Develop "Short List"
 - shall be performed by the CAO and at least one other person (chosen by the CAO)
- (f) Interviews and Procedures
 - A Committee composed of the CAO and the two Members of the Human Resources Sub-Committee shall interview the short list of candidates

- The CAO shall recommend to Council the appropriate salary grade
- (g) Qualification, Reference, and Experience Checks
 - The CAO shall check and document the above to be presented to Council at the time of the selection interview
- (h) Ratification of Selection
 - By Township Council at its next regularly scheduled meeting, or at a special meeting of Council if circumstances so dictate

3. Other Managerial Staff

- (a) Recruitment
 - The appropriate Department Head shall advertise in local papers or alternatives as appropriate
 - The Department Head may determine to hold internal competition only.
- (b) Application Format
 - shall be applicant's own with attached resume
- (c) Receiving and Recording Applications
 - shall be the Department Head's responsibility
- (d) Probation Period
 - 3 months
- (e) Screening to Develop "Short List"
 - Applicable Department Head's and CAO responsibility
- (f) Interviews and Procedures
 - CAO and Department Head shall interview the short list
 - CAO and the Department Head shall determine the appropriate step within the salary grade based upon the experience and qualifications of the successful applicant
 - The Department Head shall recommend the selection to the CAO
- (g) Reference, Experience and Qualification Checks
 - The Department Head shall check and document the above to be available at the time of the selection interview

4. Non-Managerial Staff

- (a) Recruitment
 - The Department Head shall advertise in the local papers
 - The Department Head may determine to hold internal competition only.
- (b) Application Format
 - Shall be applicant's own
- (c) Probation Period
 - 3 months

- (d) Screening to Develop "Short List"
 - The Department Head's and supervisor's responsibility
- (e) Interviews and Procedures
 - The CAO and the Department Head shall interview and make the selection
 - The new employee shall be hired by the Department Head,
- (f) Qualification, Reference, and Experience Checks
 - The supervisor or Department Head shall check and document the above at the time of the selection interview
- (g) The Department Head may delegate their responsibilities under Section 4 "Non-Managerial Staff" to other staff in the chain of supervision if circumstances so dictate.

5. Offers of Employment

- (a) Following the interview process, an offer of employment will first be made verbally by the Department Head and will be contingent upon delivery of Driver's Abstract (if required). A final offer of employment will then be made in writing by way of an Employment Agreement. Salary will be in accordance with the salary range approved for that position.

6. Employment Criteria

- (a) Age Restriction

All employees must be over age 16 at the start of their employment. For secondary school students working in student positions, the minimum requirements of the Employment Standards Act may apply.
- (b) Proof of Age

All employees must file proof of age, when they have been accepted for employment.
- (c) Proof of Social Insurance Number

All employees must file proof of their social insurance number when they have been accepted for employment.

Variance:

Council may at its discretion, waive or vary any procedural component under this policy.

The Hiring Policy approved on December 2, 2004 is hereby repealed.



The Corporation of

THE TOWNSHIP OF MELANCTHON

157101 Hwy. 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

CORPORATION OF THE TOWNSHIP OF MELANCTHON

MEMORANDUM

TO: MAYOR WHITE AND MEMBERS OF COUNCIL

FROM: DENISE HOLMES, CAO/CLERK

**SUBJECT: MULMUR - MELANCTHON REQUEST FOR PROPOSAL
RECREATIONAL NEEDS AND EFFICIENCY REVIEW - STEERING
COMMITTEE**

DATE: SEPTEMBER 26, 2019

The attached RFP has been approved and will be issued on October 15, 2019 with the closing date of November 7, 2019.

The review of the submissions is scheduled for November 13, 2019 and the RFP's will be reviewed by the Steering Committee – Section 11. The Steering Committee will be made up of the two CAO's and two Council representatives – one from each municipality.

Please advise who from Melancthon Council would like to sit on the Steering Committee for this initiative.

ACT # 2
OCT 03 2019



Project Number
Request for Proposal
Recreational Needs and Efficiency Review

Closing Date: November 7, 2019
Time: 2:00 p.m.

1. PURPOSE

The Township of Melancthon and Township of Mulmur jointly are requesting the preparation of a proposal that would provide for an assessment of the future recreational needs and the existing efficiency of recreational services of the North Dufferin Community Centre (N.D.C.C.) and recreation in Mulmur Township.

The ultimate goal is to find efficiencies in existing recreational operations and provide for enhancement in the range of facilities/programs available to the community in a financially sustainable manner.

More specifically, this request for proposal is for the purpose of:

Part A) Assessing opportunities and efficiencies at the North Dufferin Community Centre; and

Part B) Assessing recreational needs, opportunities, sharing arrangements and efficiencies and developing a Recreational Master Plan for the Township of Mulmur.

Part A – N.D.C.C. Facility and Program Assessment

The Township of Melancthon and Township of Mulmur, through the North Dufferin Community Centre (N.D.C.C.) Board collectively operate the North Dufferin Community Centre in Honeywood, Mulmur. The Townships are interested in ensuring that the operations of the N.D.C.C. are as efficient as possible, while meeting the needs of the community. Part A consists of conducting a complete review of the N.D.C.C. facility and operations. The Townships are also interested in added programming, increasing revenues and assessing the cost of providing enhanced facilities at the N.D.C.C.

Part B – Mulmur Recreational Master Plan

Part B consists of conducting a complete review of all recreational programs, operations and facilities within the geographic Township of Mulmur and developing a fiscally responsible recreational plan that will meet the needs of the residents of Mulmur in an efficient and effective manner.

Township of Melancthon and Mulmur
Request for Proposal
Operation Services Efficiency Review

2. PROPOSAL SUBMISSION

Proposals will be received by email only to: Denise Holmes, CAO/Clerk, Township of Melancthon (dholmes@melancthontownship.ca)

Proposals must be delivered to the above address before November 7, 2019, 2:00 p.m. Time registered on the Township of Melancthon computer will be considered the official time when determining exact time of submission.

A proposal shall be submitted as a pdf. Please limit the submission to a maximum of 10 pages, excluding curriculum vitae and company profile.

It is understood that any reference herein to Lowest Bidder or Lowest Tender is replaced by Highest Overall Scored Proponent. Proposal award shall be made only upon the basis of the highest overall scored proponent in the evaluation process.

Any questions regarding this tender should be directed to:

Tracey Atkinson, CAO/Planner
Township of Mulmur
705-466-3341, Ext. 222
Email: tatkinson@mulmur.ca

Where a proponent believes his/her company provides more than one suitable option that meets the specification provided, then more than one proposal is acceptable, but must be submitted entirely separate, as if it was the only one being submitted.

3. WORK PLAN

This work plan is divided into Part A and Part B to clearly lay out the different levels of study, focus and deliverables. The proposed budget should be presented in a similar manner.

Part A

- a) Inspect existing N.D.C.C. facility
- b) Conduct a recreational Survey of the residents of both municipalities
- c) SWAT assessment
- d) Analyze survey results, develop future needs/wants and assess opportunities
- e) Assess the efficiencies of the current facility, programs and organizational structure
- f) Identify options and opportunities to change services and service level delivery at the N.D.C.C. facility as well as to add new facility/program to address community needs/wants for recreation.
- g) Determine the most cost-effective and strategic way to structure N.D.C.C. operations to meet current and future needs, taking into account other stakeholder partnerships that exist or could be created within the community.
- h) Provide recommendations for additional recreational facilities and programs to meet the needs of the joint community, including an estimate for the expense/income related to any proposed new facility, additions, renovations or program

Township of Melancthon and Mulmur
Request for Proposal
Operation Services Efficiency Review

Part B

- a) Prepare an inventory of services and facilities currently being provided by the Township of Mulmur and evaluate these services for alignment with the needs, wants and financial capacity of the community. A simplified list is included in Appendix A. This inventory should be assessed against the survey results developed in Part A.
- b) SWAT assessment: Assess the efficiency of each Mulmur facility/program and identify options and opportunities to change services and service level delivery or add new facility/program to address needs;
- c) Determine the most cost-effective and strategic way to structure Township operations to meet current and future needs, taking into account other stakeholder partnerships that exist or could be created within the community.
- d) Provide recommendations for other facilities and programs to meet the needs of Mulmur residents including an estimate for the expense/income related to any proposed new facility or program.
- e) Format the findings and recommendations into a scoped master plan document.

4. SCOPE, MEETINGS AND DELIVERABLES

Part A and B will be informed by original research including, but not limited to, survey of residents, interviews with both CAOs, Arena Manager, N.D.C.C. Board/Chair, Ad Hoc Mansfield Recreational Committee Chair, all managers responsible for other recreational facilities, and the two Mayors.

The consultant may be required to attend a combined meeting with the N.D.C.C Board to present preliminary findings and one meeting of each of the local councils to present the final presentation of report and strategy recommendations.

This review shall be a complete review of services and operations along with recommendations for obtaining efficiencies. The deliverable will also provide estimated cost savings for each recommendation put forward as well as cost estimates for any additional or alternative recreational needs proposed. The final deliverable of the review will be the following:

Part A (NDCC focus) - a report appending the raw data and summarizing the short and long-term recommendations, including

- Proposed efficiencies
- Program recommendations
- Facility recommendations (additions, renovations, new equipment, infrastructure)
- Financial assessment of recommendations
- 5 year plan to develop efficiencies, provide programs and build infrastructure

Part B (Mulmur focus) – a scoped recreational master plan appending the raw data and summarizing the short and long-term recommendations, including

- Proposed efficiencies
- Program recommendations
- Facility recommendations (additions, renovations, new equipment, infrastructure)
- Financial assessment of recommendations
- 10 year plan to develop efficiencies, provide programs and build infrastructure

Township of Melancthon and Mulmur
Request for Proposal
Operation Services Efficiency Review

The final deliverable provided by the consultant will be one (1) digital copy of the full report/master plan in PDF format. A draft of the full report must be provided for review and feedback no later than two weeks before scheduled meetings. Regular updates on progress must be provided as per an agreed upon schedule/proposed workplan.

5. PROPOSAL

If a proposal is a joint submission of two (2) or more consulting firms, a single proposal is to be coordinated and submitted by the lead firm with the required information. To facilitate the review and evaluation of the proposals, all proposals shall include, as a minimum, the following:

- A description of the understanding of the assignment by the Proponent;
- A description of the proposed approach and work plan to be undertaken by the Proponent to achieve the project objectives. The activities, deliverables and required input from others should be identified where applicable for each project task;
- A listing of the staff to be assigned to the project including their experience;
- Per Diem rates for key staff members assigned to the project;
- A cost estimate by task of each staff member and total cost including disbursements for the project to completion for Part A and B;
- Recently completed relevant projects undertaken by the Proponent complete with original budgeted versus actual incurred project costs and original versus actual work schedules;
- Proponent team resumes;
- Minimum of three (3) Municipal References and Samples of other similar projects by the proponent.
- Other applicable background information.

6. PROJECT BUDGET

The proposal shall include a budgetary estimate broken down to reflect the anticipated cost to complete the scope of work including disbursements. The proposal must confirm that the Proponent will not undertake any work which they believe is beyond the terms of reference and their written proposal for the project without written authorization from the Selection Committee.

The proposal must clearly set out two lump sum fees for the services required as outlined in this proposal. Part A shall be specifically for the N.D.C.C. Part B shall be for all remaining recreational facilities in Mulmur Township only.

Indicate if your firm suggests other value-added services which would benefit the Township(s) (individually or jointly) and their related costs. A summary/breakdown of all fees associated with your bid is to be provided.

Please include a fee for all services as requested in the proposal. This proposal will be considered a local contract and no fees for mileage or hotel costs will be considered. Disbursements will be paid at cost with no mark up.

Please provide a quote for hourly rates for all staff associated with this project for any additional

Township of Melancthon and Mulmur
Request for Proposal
Operation Services Efficiency Review

10. INSURANCE

The successful proponent will be required to provide Commercial General Liability Insurance for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence. The Policy is to include the following:

- Township of Melancthon and Township of Mulmur as an additional insured;
- contractual liability;
- employers liability and voluntary compensation
- 30 day written notice of cancellation;

11. AWARD

The steering committee selecting the consultant and facilitating their work will be made up of the two CAOs and two council representatives.

The Townships reserve the right to reject any or all proposals, and also to not proceed with the project without stating reason thereof. A Vendor must be prepared, if requested, to present evidence of experience, ability, facilities and financial standing necessary to meet the requirements set in the Request for Proposal.

This project will commence immediately after the award of the project.

12. AGREEMENT

The Vendor must agree to adhere to the Municipal Freedom of Information and Protection of Privacy Act, the Accountability and Transparent Government Policy, Occupational Health and Safety Act, and the Ontario Disabilities Act.

13. SUSPENSION OF WORK

If due to any circumstances, the project is deferred or placed on hold, payment for all work executed up to that time will be made on receipt of a report which details all the information on the project developed to that date, along with all other materials completed. If the deferred project is not resumed to completion, then the payments will be deemed to be a final settlement.

Either party may terminate the contract at any time with sixty (60) days written notice, without penalty.

Township of Melancthon and Mulmur
Request for Proposal
Operation Services Efficiency Review

APPENDIX A

PART A: Shared Facilities

- North Dufferin Community Centre (Arena, Community Centre, play structure, field)

PART B: Facilities in Mulmur

- Mansfield Ball Diamond (single slow-pitch ball diamond, batting cage, pavilion)
- Trails (operated by Bruce Trail Conservatory)
- Boyne Park (owned and operated by Parks Ontario)
- Primrose Hockey School (private ownership) – dry-land training facility
- Primrose School playground and fields (owned by school board)
- Kingsland Park (undeveloped)
- Mansfield Park (undeveloped)
- Mansfield Park (basketball nets)
- Municipal Building property (undeveloped)
- County Forests
- Hiking trails
- Bruce Trail
- Equestrian Trails
- Primrose School (auditorium and stage)
- Museum of Dufferin (meeting rooms)
- Churches
- Mansfield Ski Club (private)
- Mansfield Outdoor Centre (private)
- Hockey School (private)

Centre Dufferin Recreation Complex

Board of Management

Date: SEP 25 2019

Motion #

7

Moved By:

W. H. H.

Seconded By:

W. H. H.

BE IT RESOLVED that the That the Board approves the submission of an application by the Town of Shelburne to the "Investing in Canada Infrastructure Program " for the replacement of the CDRC "arena" roof and further that a request be sent to partner municipalities for letters of support for the application.

Carried/Defeated

W. H. H.

SHELBURNE & DISTRICT FIRE DEPARTMENT

Office of the Fire Chief:
Chief Brad Lemaich
114 O'Flynn Street
Shelburne, Ontario. L9V 2W9

Telephone: 519-925-5111
Fax #: 519-925-1815
Email: sdfd@bellnet.ca



Office of the Secretary/Treasurer:
Sabrina VanGerven
114 O'Flynn Street
Shelburne, Ontario. L9V 2W9

Telephone: 519-939-8318
Fax #: 519-925-1815
sabrinavangerven@gmail.com

"SERVING THE MUNICIPALITIES OF AMARANTH, MELANCTHON, MONO, MULMUR AND SHELBURNE"

To: Mayor Darren White and members of Council
From: Sabrina VanGerven, Secretary/Treasurer
Meeting Date: September 19, 2019
Subject: Shelburne & District Fire Department Agreement

Purpose:

The purpose of this report is to provide background information on the Shelburne & District Fire Department Agreement.

Background:

The current agreement was entered into on the 15th day of October 1991, between:

- The Corporation of the Town of Shelburne
- The Corporation of the Township of Amaranth
- The Corporation of the Township of Melancthon
- The Corporation of the Township Mono
- The Corporation of the Township Mulmur

At the June 6, 2017 regular meeting of the Shelburne & District Fire Board it was determined the joint agreement should be updated and reviewed to reflect Provincial Legislation and Municipal By-laws now in effect.

At the July 3, 2018 regular meeting of the Shelburne & District Fire Board it was discussed that the CAO's of each participating municipality should meet to discuss the changes.

The staff from each participating municipality met on several occasions and a finalized draft agreement was provided to the Secretary of the Shelburne & District Fire Board on August 16, 2019.

At the September 3, 2019 regular meeting of the Shelburne & District Fire Board the draft agreement was presented to the Board and the following resolution was passed:

Resolution # 5

MOVED BY: S Martin SECONDED BY: H Foster

BE IT RESOLVED THAT the Board of Management approves the Shelburne Fire Board Agreement as circulated.

AND FURTHER THAT the Board directs the Secretary to forward the Revised Shelburne Fire Board Agreement to the townships of Mulmur, Mono, Melancthon, Amaranth and the Town of Shelburne to enter into the Agreement through the passing of by-laws.

CARRIED

Respectfully submitted,

Sabrina VanGerven – Secretary/Treasurer
Shelburne & District Fire Department

Attachments
Appendix 1 – Proposed Changes presented to Board of Management
Appendix 2 – Agreement Approved by Board of Management

APPENDIX 1

THE CORPORATION OF THE TOWNSHIP OF MULMUR

BY-LAW NO. __ - 19

**A BY-LAW TO AUTHORIZE A FIRE PROTECTION AGREEMENT FOR THE
JOINT MANAGEMENT AND OPERATION OF THE SHELBURNE AND DISTRICT
FIRE DEPARTMENT**

WHEREAS section 202 (1) of *The Municipal Act, 2001, S.O. 2001. C. 25*, authorizes two or more municipalities to enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into an agreement for the joint management and operation of The Shelburne and District Fire Department:

AND WHEREAS the *Fire Protection and Prevention Act, 1997, 2001, c. 25, s. 475 (2)* states that the Council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality.

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

- 1) That an agreement be entered into between the Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur with respect to fire department management and operation and that a joint board of management be established in accordance with the agreement attached hereto;
- 2) That By-laws #21-99 & #6-93 are hereby rescinded and that any or all parts of previous By-laws not consistent herewith are hereby rescinded;
- 3) That this by-law comes into effect the day it is passed by the Council of the Township of Mulmur.

BY-LAW READ A FIRST AND SECOND TIME THIS 4TH DAY OF OCTOBER, 2019.

BY-LAW READ A THIRD TIME AND ENACTED THIS 4TH DAY OF OCTOBER, 2019.

AGREEMENT

THE AGREEMENT made this ____ day of _____ 2019, BETWEEN:

- THE CORPORATION OF THE TOWN OF SHELBURNE
- THE CORPORATION OF THE TOWNSHIP OF AMARANTH
- THE CORPORATION OF THE TOWNSHIP OF MELANCTHON
- THE CORPORATION OF THE TOWN OF MONO
- THE CORPORATION OF THE TOWNSHIP OF MULMUR

WHEREAS section 196 (1) of the Municipal Act, 2001, S.O. 2001. C. 25 authorizes a municipality to establish a municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into agreements with one or more municipalities to provide for the joint management and operation of the Shelburne and District Fire Department and for the establishment of a Joint Board of Management thereof;

AND WHEREAS the parties hereto have passed respective by-laws for entering into this Agreement;

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Shelburne and District Fire Department, hereinafter called the "DEPARTMENT" for the purpose of providing fire protection in the areas defined in this Agreement.

"FIRE PROTECTION", for the purpose of this Agreement shall mean prevention, rescue and suppression services;

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

In this agreement,

- a) "Fire Board" means the Shelburne and District Fire Board of Management
 - b) "Department" means the Shelburne and District Fire Department
 - c) "Deputy Fire Chief" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
 - d) "Designate" means the person, who in the absence of the Fire Chief or the Deputy Fire Chief, is assigned to be in charge of the particular activity of the fire Department and who has the same powers and authority as the Fire Chief or the Deputy Fire Chief
 - e) "Fire Chief" means the chief of the jointly managed and operated by the Shelburne and District Fire Department.
 - f) "Response area" means the areas of the participating municipalities, as described in Schedule "A" attached to and forming part of this agreement.
 - g) "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the fire Department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by and/or nature and includes fire prevention and public education, rescue and suppression services.
 - h) "Member" means a person employed by the Shelburne and District Fire Department or voluntarily acting as a fire fighter and includes an officer.
 - i) "Municipality/Municipalities" means a member municipality to this agreement.
-

j) "Capital" means tangible asset expenditures as defined by PSAB to include but not limited to Vehicles or Rolling stock, Buildings, Bunker Gear/Turnout Gear and Breathing Apparatus/SCBA.

1. A Joint Board of Management shall be established and shall be composed of ~~one~~two (12) members from each municipality and to be known as the SHELBURNE & DISTRICT FIRE BOARD OF MANAGEMENT, hereinafter called the "FIRE BOARD". The Fire Board members shall be appointed by the Councils of the participating municipalities, each Council appointing in December, to take office effective January 1st next following, for a term concurrent with Council, ~~and shall be a two members including at least one Council~~elected member. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the municipality which had appointed the member wherein the vacancy occurred. Council can change their representation on the Board over the 4 years as they deem fit.
 2. The Fire Board shall appoint a Chairperson and Vice Chairperson from among its members at the first meeting of the Fire Board in each calendar year. The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board. In absence of the Chairperson, the Vice Chairperson shall preside.
 3. a) The Fire Board shall hire or appoint a Secretary Treasurer. The Secretary Treasurer shall give or cause to be given all notices required to members of the Fire Board and shall attend all meetings of the Fire Board and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Fire Board and perform and do such other duties as may from time to time be prescribed by the Fire Board. The Secretary Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Department and, under the direction of the Fire Board, shall deposit all monies with respect to the operation of the Department in a special bank account designated for that purpose and shall render to the Fire Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Department. The Secretary Treasurer shall pay only such items as are approved.

b) The Fire Board shall appoint annually an auditor for the Board that shall perform an Audit Engagement of the accounts of the Fire Board and shall submit copies of the annual Financial statements and copies of the Audit Engagement report to the Fire Board and to each of the parties to the Agreement.
 4. The Fire Board shall hold at least ~~six~~four regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board. The Fire Board shall ensure the attendance of the Fire Chief of the Department and/or their representative(s) at each Fire Board meeting.
 5. The Fire Board shall ensure that all meetings are convened and continued only when a quorum of ~~three~~six (63) members ~~including the Chairperson is~~are present.
 6. All Fire Board meetings shall have business conducted by utilizing the Shelburne and District Fire Board's Policy to Govern the Proceedings of the Board. Copies of all agendas and minutes of regular and special meetings of the Fire Board are to be promptly submitted to the Councils of each party to this Agreement. Quarterly
-

statements of the financial position, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.

7. A draft budget shall be circulated to all Councils prior to November 30th 4th or by December 31st in an election year. Each party hereto shall endeavour to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 31st day of January in each year. Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following instalments:
 - i) Twenty-five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year;
 - ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year, less the amount of the instalment paid under Section (i), on or before the 30th day of June in the current year;
 - iii) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 30th day of September in the current year;
 - iv) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

8. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures for and relating to the administration of the Department and of the Fire Board.
 9. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
 10. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule A attached and forming part of this agreement.
 11. The Department shall endeavour to respond as soon as possible to all emergency calls within the defined areas as per Schedule "A" with such apparatus and manpower as per policy established by the Fire Board.
 12. All parties to this Agreement shall give such authority as may be necessary, by by-law, to the members of the Department in all matters pertaining to the Fire Protection.
 13. The Fire Board will arrange for the issue of policies of insurance to protect assets in the care, custody and control of the Fire Board from physical loss or damage, and for protecting the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department, and to ensure that all policies of insurance provide that all parties to this Agreement are endorsed as additional named insureds as their interest may appear.
 14. ~~ii~~) The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreements, all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule "B" which forms part of this Agreement which will be adjusted annually.
-

~~ib)~~ The Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur hereto agree with the Town of Shelburne that capital maintenance and operating costs and assets of the existing Fire Department, shall be administered as set out in Schedule "C" attached and forming part of this Agreement.

15. The Fire Board shall review this Agreement ~~at during the second year~~ the end of each term of Council.

16. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made. Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.

17. So often as there shall be any dispute between the parties to this Agreement or any of them with respect to any matter contained in this Agreement including, but not limited to, the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1980 c. 304, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, R.S.O. 1980 c. 25* or pursuant to any successor legislation.

~~18. In the event that any municipality wishes to cease participating in the Fire Board, they may do so provided that:~~

- ~~a) One (1) year written notice be given to the Fire Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of 31 December of the appropriate year.~~
- ~~b) Any debt incurred by the municipality for Fire Board purposes, whether through the issue of debentures or any other way, shall remain the responsibility of the municipality.~~
- ~~c) Any assets, including reserves but excluding the fire hall, contributed by the municipality to the Department shall remain the property of the Department.~~
- ~~d) If the Department is completely dissolved, the assets are to be split, based on the formula in paragraph 14 of this Agreement.~~

~~18. In the event that any municipality to this agreement wishes to cease participating in the Fire Board, they may do so provided that:~~

- ~~a) Provision of notice will be accepted within the first 60 days of a new fiscal year to be effective for the following fiscal year.~~
- ~~b) Any and all debt incurred by a terminating municipality for Fire Board purposes shall remain the responsibility of the terminating municipality.~~
- ~~c) The terminating municipality will receive monies for their share of the capital assets, excluding the original fire hall. Their share will be based on the formulae in section (d) below at historical value. This share will be redistributed to the remaining parties based on section (d) below. The funding of such purchase from the terminating party can be extended over a period of time not to exceed 5 years.~~

d) An average of the Schedule B formula of the previous five (5) years will be used to determine the terminating party's share of the department's asset value and subsequent payment to be distributed among the remaining parties to this agreement. Distribution of the assets to the remaining parties will be based on their 5-year average of the previous 5 years of the Schedule B formula.

e) The party wishing to terminate their participation in the Fire Board, however, can still receive fire protection, fire prevention and fire inspection services for an established fee as set annually by the Fire Board during their budget deliberation for the upcoming year. The fee for a fire emergency response will be based on projected operating costs, capital costs, capital reserve contributions plus any other costs required to operate the department. The fee for fire prevention and fire inspection services will be based on the cost of providing that service.

19. If the Board is completely dissolved, the assets and reserves are to be distributed split as follows:

a) The original Fire Hall footprint and land will remain the ownership of the Town of Shelburne.

b) The remainder of the assets, including the expansion to the original fire hall and any possible future fire hall buildings (excluding the land), will be valued by an independent qualified appraiser and the agreed to value by the participating municipalities will be distributed based on the five (5) year average of the formula in Schedule B contained in this agreement.

19.20. It is agreed that, with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.

20.21. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.

21.22. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.

22.23. In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers on their behalf.

THE CORPORATION OF THE TOWN OF SHELBURNE

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF MONO

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MULMUR

MAYOR

CLERK

|

SCHEDULE "B"

COST SHARING

Definitions:

"Assessment" shall include all taxable residences taxable commercial and industrial taxable businesses as shown on the current year's assessment roll, but shall not include exempt assessment.

2018

<u>Municipality</u>	<u>Assessment</u>	<u>%</u>	<u>Res. & Bus. Units</u>	<u>%</u>	<u>Fire Calls</u>	<u>%</u>	<u>Combined Average %</u>
Amaranth	311,947,232	16.138	666	13.884	26	10.924	13.65
Melancthon	296,420,176	15.335	607	12.654	38	15.966	14.65
Mono	221,259,174	11.447	326	6.796	28	11.765	10.00
Mulmur	191,623,185	9.914	294	6.129	26	10.924	8.99
Shelburne	911,701,537	47.166	2,904	60.538	120	50.420	52.71
TOTAL	1,932,951,304	100.00	4,797	100.00	238	100.00	100.00

"Households" shall include all primary or tenant households and apartments as shown on the current year's assessment roll. (RU, PRU, RDU....)

"Fire calls" shall include all emergency calls that involve calling the volunteers and/or vehicle(s) out, including false alarms, but shall not include calls to provincial or county highways which will be billed out direct to those jurisdictions by the Department. Fire calls from the previous three years shall be included.

Capital and operating cost sharing shall be calculated annually by the Secretary/Treasurer of the Department by taking the data provided by the municipalities clerks from the current year's assessment roll for total assessment and total households; and average fire calls as recorded by the Department for the previous three years and converting each category into an average percentage as in part "3" the Combined Average percentage shall be used for cost sharing.

SCHEDULE "C"

ASSETS OF THE SHELburnE & DISTRICT FIRE DEPARTMENT

Existing Fire Hall

- The Shelburne District Fire Hall is located on lands owned by the Town of Shelburne located at 114 O'Flynn St Shelburne, ON L9V 2W9N 1S1 and the Town of Shelburne shall retain ownership of the existing fire hall.

~~In 2018 and succeeding years.~~ The Shelburne & District Fire Department shall lease the fire hall from the Town of Shelburne for one dollar (\$1.00) per year.

- All maintenance, insurance and operating expenses of the fire hall shall be an expense of the Shelburne & District Fire Department.
- AllFuture capital improvements and/or expansions past or future shall be jointly funded as per the cost—sharing formula in Schedule B. These improvements and expansions shall be assets of the Shelburne & District Fire Department.

APPENDIX 2

THE CORPORATION OF THE _____

BY-LAW NO. __ - 19

A BY-LAW TO AUTHORIZE A FIRE PROTECTION AGREEMENT FOR THE JOINT MANAGEMENT AND OPERATION OF THE SHELBURNE AND DISTRICT FIRE DEPARTMENT

WHEREAS section 202 (1) of *The Municipal Act, 2001, S.O. 2001. C. 25*, authorizes two or more municipalities to enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into an agreement for the joint management and operation of The Shelburne and District Fire Department:

AND WHEREAS the *Fire Protection and Prevention Act, 1997, 2001, c. 25, s. 475 (2)* states that the Council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE _____ ENACTS AS FOLLOWS:

- 1) That an agreement be entered into between the Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur with respect to fire department management and operation and that a joint board of management be established in accordance with the agreement attached hereto;
- 2) That By-law _____ are hereby rescinded and that any or all parts of previous By-laws not consistent herewith are hereby rescinded;
- 3) That this by-law comes into effect the day it is passed by the Council of the _____.

BY-LAW READ A FIRST AND SECOND TIME THIS ____ DAY OF _____, 2019.

BY-LAW READ A THIRD TIME AND ENACTED THIS ____ DAY OF _____, 2019.

AGREEMENT

THE AGREEMENT made this ____ day of _____ 2019, BETWEEN:

THE CORPORATION OF THE TOWN OF SHELBURNE

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

THE CORPORATION OF THE TOWN OF MONO

THE CORPORATION OF THE TOWNSHIP OF MULMUR

WHEREAS section 196 (1) of the Municipal Act, 2001, S.O. 2001. C. 25 authorizes a municipality to establish a municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into agreements with one or more municipalities to provide for the joint management and operation of the Shelburne and District Fire Department and for the establishment of a Joint Board of Management thereof;

AND WHEREAS the parties hereto have passed respective by-laws for entering into this Agreement;

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Shelburne and District Fire Department, hereinafter called the "DEPARTMENT" for the purpose of providing fire protection in the areas defined in this Agreement.

"FIRE PROTECTION", for the purpose of this Agreement shall mean prevention, rescue and suppression services;

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

In this agreement,

- a) "Fire Board" means the Shelburne and District Fire Board of Management
- b) "Department" means the Shelburne and District Fire Department
- c) "Deputy Fire Chief" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
- d) "Designate" means the person, who in the absence of the Fire Chief or the Deputy Fire Chief, is assigned to be in charge of the particular activity of the fire Department and who has the same powers and authority as the Fire Chief or the Deputy Fire Chief
- e) "Fire Chief" means the chief of the jointly managed and operated by the Shelburne and District Fire Department.
- f) "Response area" means the areas of the participating municipalities, as described in Schedule "A" attached to and forming part of this agreement.
- g) "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the fire Department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by and/or nature and includes fire prevention and public education, rescue and suppression services.
- h) "Member" means a person employed by the Shelburne and District Fire Department or voluntarily acting as a fire fighter and includes an officer.
- i) "Municipality/Municipalities" means a member municipality to this agreement.

- j) "Capital" means tangible asset expenditures as defined by PSAB to include but not limited to Vehicles or Rolling stock, Buildings, Bunker Gear/Turnout Gear and Breathing Apparatus/SCBA.
1. A Joint Board of Management shall be established and shall be composed of one (1) member from each municipality and to be known as the SHELBURNE & DISTRICT FIRE BOARD OF MANAGEMENT, hereinafter called the "FIRE BOARD". The Fire Board members shall be appointed by the Councils of the participating municipalities, each Council appointing in December, to take office effective January 1st next following, for a term concurrent with Council, and shall be a Council member. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the municipality which had appointed the member wherein the vacancy occurred. Council can change their representation on the Board over the 4 years as they deem fit.
 2. The Fire Board shall appoint a Chairperson and Vice Chairperson from among its members at the first meeting of the Fire Board in each calendar year. The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board. In absence of the Chairperson, the Vice Chairperson shall preside.
 3. a) The Fire Board shall hire or appoint a Secretary Treasurer. The Secretary Treasurer shall give or cause to be given all notices required to members of the Fire Board and shall attend all meetings of the Fire Board and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Fire Board and perform and do such other duties as may from time to time be prescribed by the Fire Board. The Secretary Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Department and, under the direction of the Fire Board, shall deposit all monies with respect to the operation of the Department in a special bank account designated for that purpose and shall render to the Fire Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Department. The Secretary Treasurer shall pay only such items as are approved.

b) The Fire Board shall appoint annually an auditor for the Board that shall perform an Audit Engagement of the accounts of the Fire Board and shall submit copies of the annual Financial statements and copies of the Audit Engagement report to the Fire Board and to each of the parties to the Agreement.
 4. The Fire Board shall hold at least six regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board. The Fire Board shall ensure the attendance of the Fire Chief of the Department and/or their representative(s) at each Fire Board meeting.
 5. The Fire Board shall ensure that all meetings are convened and continued only when a quorum of three (3) members are present.
 6. All Fire Board meetings shall have business conducted by utilizing the Shelburne and District Fire Board's Policy to Govern the Proceedings of the Board. Copies of all agendas and minutes of regular and special meetings of the Fire Board are to be promptly submitted to the Councils of each party to this Agreement. Quarterly

statements of the financial position, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.

7. A draft budget shall be circulated to all Councils prior to November 30th or by December 31st in an election year. Each party hereto shall endeavour to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 31st day of January in each year. Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following instalments:
 - i) Twenty-five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year;
 - ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year, less the amount of the instalment paid under Section (i), on or before the 30th day of June in the current year;
 - iii) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 30th day of September in the current year;
 - iv) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

8. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures for and relating to the administration of the Department and of the Fire Board.
9. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
10. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule A attached and forming part of this agreement.
11. The Department shall endeavour to respond as soon as possible to all emergency calls within the defined areas as per Schedule "A" with such apparatus and manpower as per policy established by the Fire Board.
12. All parties to this Agreement shall give such authority as may be necessary, by by-law, to the members of the Department in all matters pertaining to the Fire Protection.
13. The Fire Board will arrange for the issue of policies of insurance to protect assets in the care, custody and control of the Fire Board from physical loss or damage, and for protecting the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department, and to ensure that all policies of insurance provide that all parties to this Agreement are endorsed as additional named insureds as their interest may appear.
14. a) The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreements, all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule "B" which forms part of this Agreement which will be adjusted annually.

b) The Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur hereto agree with the Town of Shelburne that capital maintenance and operating costs and assets of the existing Fire Department, shall be administered as set out in Schedule "C" attached and forming part of this Agreement.

15. The Fire Board shall review this Agreement during the second year end of each term of Council.
16. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made. Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.
17. So often as there shall be any dispute between the parties to this Agreement or any of them with respect to any matter contained in this Agreement including, but not limited to, the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1980 c. 304, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, R.S.O 1980 c. 25* or pursuant to any successor legislation.
18. In the event that any municipality to this agreement wishes to cease participating in the Fire Board, they may do so provided that:
 - a) Provision of notice will be accepted within the first 60 days of a new fiscal year to be effective for the following fiscal year.
 - b) Any and all debt incurred by a terminating municipality for Fire Board purposes shall remain the responsibility of the terminating municipality.
 - c) The terminating municipality will receive monies for their share of the capital assets, excluding the original fire hall. Their share will be based on the formulae in section (d) below at historical value. This share will be redistributed to the remaining parties based on section (d) below. The funding of such purchase from the terminating party can be extended over a period of time not to exceed 5 years.
 - d) An average of the Schedule B formula of the previous five (5) years will be used to determine the terminating party's share of the department's asset value and subsequent payment to be distributed among the remaining parties to this agreement. Distribution of the assets to the remaining parties will be based on their 5-year average of the previous 5 years of the Schedule B formula.
 - e) The party wishing to terminate their participation in the Fire Board, however, can still receive fire protection, fire prevention and fire inspection services for an established fee as set annually by the Fire Board during their budget deliberation for the upcoming year. The fee for a fire emergency response will be based on projected operating costs, capital costs, capital reserve contributions plus any other costs required to operate the department. The fee for fire prevention and fire inspection services will be based on the cost of providing that service.
19. If the Board is completely dissolved, the assets and reserves are to be distributed as

follows:

- a) The original Fire Hall footprint and land will remain the ownership of the Town of Shelburne.
 - b) The remainder of the assets, including the expansion to the original fire hall and any possible future fire hall buildings (excluding the land), will be valued by an independent qualified appraiser and the agreed to value by the participating municipalities will be distributed based on the five (5) year average of the formula in Schedule B contained in this agreement.
20. It is agreed that, with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.
21. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
22. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
23. In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers on their behalf.

THE CORPORATION OF THE TOWN OF SHELBURNE

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF MONO

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MULMUR

MAYOR

CLERK

SCHEDULE "B"
COST SHARING

Definitions:

"**Assessment**" shall include all taxable residences taxable commercial and industrial taxable businesses as shown on the current year's assessment roll, but shall not include exempt assessment.

2018

Municipality	Assessment	%	Res. & Bus. Units	%	Fire Calls	%	Combined Average %
Amaranth	311,947,232	16.138	666	13.884	26	10.924	13.65
Melancthon	296,420,176	15.335	607	12.654	38	15.966	14.65
Mono	221,259,174	11.447	326	6.796	28	11.765	10.00
Mulmur	191,623,185	9.914	294	6.129	26	10.924	8.99
Shelburne	911,701,537	47.166	2,904	60.538	120	50.420	52.71
TOTAL	1,932,951,304	100.00	4,797	100.00	238	100.00	100.00

"**Households**" shall include all primary or tenant households and apartments as shown on the current year's assessment roll. (RU, PRU, RDU...)

"**Fire calls**" shall include all emergency calls that involve calling the volunteers and/or vehicle(s) out, including false alarms, but shall not include calls to provincial or county highways which will be billed out direct to those jurisdictions by the Department. Fire calls from the previous three years shall be included.

Capital and operating cost sharing shall be calculated annually by the Secretary/Treasurer of the Department by taking the data provided by the municipalities from the current year's assessment roll for total assessment and total households; and average fire calls as recorded by the Department for the previous three years and converting each category into an average percentage as in part "3" the Combined Average percentage shall be used for cost sharing.

SCHEDULE "C"

ASSETS OF THE SHELBURNE & DISTRICT FIRE DEPARTMENT

Fire Hall

- The Shelburne District Fire Hall is located on lands owned by the Town of Shelburne located at 114 O'Flynn St Shelburne, ON L9V 2W9 and the Town of Shelburne shall retain ownership of the existing fire hall.

The Shelburne & District Fire Department shall lease the fire hall from the Town of Shelburne for one dollar (\$1.00) per year.

- All maintenance, insurance and operating expenses of the fire hall shall be an expense of the Shelburne & District Fire Department.

- All capital improvements and/or expansions past or future shall be jointly funded as per the cost—sharing formula in Schedule B. These improvements and expansions shall be assets of the Shelburne & District Fire Department.

THE CORPORATION OF THE MELANCTHON

BY-LAW NO. __ - 2019

**A BY-LAW TO AUTHORIZE A FIRE PROTECTION AGREEMENT FOR THE
JOINT MANAGEMENT AND OPERATION OF THE SHELBURNE AND DISTRICT
FIRE DEPARTMENT**

WHEREAS section 202 (1) of *The Municipal Act, 2001, S.O. 2001. C. 25*, authorizes two or more municipalities to enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into an agreement for the joint management and operation of The Shelburne and District Fire Department:

AND WHEREAS the *Fire Protection and Prevention Act, 1997, 2001, c. 25, s. 475 (2)* states that the Council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE
MELANCTHON ENACTS AS FOLLOWS:**

- 1) That an agreement be entered into between the Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur with respect to fire department management and operation and that a joint board of management be established in accordance with the agreement attached hereto;
- 2) That By-law 40-1991 is hereby rescinded and that any or all parts of previous By-laws not consistent herewith are hereby rescinded;
- 3) That this by-law comes into effect the day it is passed by the Council of the Melancthon.

BY-LAW READ A FIRST AND SECOND TIME THIS ___ DAY OF _____, 2019.

BY-LAW READ A THIRD TIME AND ENACTED THIS ___ DAY OF _____, 2019.

AGREEMENT

THE AGREEMENT made this ____ day of _____ 2019, BETWEEN:

THE CORPORATION OF THE TOWN OF SHELBURNE

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

THE CORPORATION OF THE TOWN OF MONO

THE CORPORATION OF THE TOWNSHIP OF MULMUR

WHEREAS section 196 (1) of the Municipal Act, 2001, S.O. 2001. C. 25 authorizes a municipality to establish a municipal service board;

AND WHEREAS it is the intention of each partnering municipality to enter into agreements with one or more municipalities to provide for the joint management and operation of the Shelburne and District Fire Department and for the establishment of a Joint Board of Management thereof;

AND WHEREAS the parties hereto have passed respective by-laws for entering into this Agreement;

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Shelburne and District Fire Department, hereinafter called the "DEPARTMENT" for the purpose of providing fire protection in the areas defined in this Agreement.

"FIRE PROTECTION", for the purpose of this Agreement shall mean prevention, rescue and suppression services;

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

In this agreement,

- a) "Fire Board" means the Shelburne and District Fire Board of Management
- b) "Department" means the Shelburne and District Fire Department
- c) "Deputy Fire Chief" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
- d) "Designate" means the person, who in the absence of the Fire Chief or the Deputy Fire Chief, is assigned to be in charge of the particular activity of the fire Department and who has the same powers and authority as the Fire Chief or the Deputy Fire Chief
- e) "Fire Chief" means the chief of the jointly managed and operated by the Shelburne and District Fire Department.
- f) "Response area" means the areas of the participating municipalities, as described in Schedule "A" attached to and forming part of this agreement.
- g) "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the fire Department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by and/or nature and includes fire prevention and public education, rescue and suppression services.
- h) "Member" means a person employed by the Shelburne and District Fire Department or voluntarily acting as a fire fighter and includes an officer.
- i) "Municipality/Municipalities" means a member municipality to this agreement.

- j) "Capital" means tangible asset expenditures as defined by PSAB to include but not limited to Vehicles or Rolling stock, Buildings, Bunker Gear/Turnout Gear and Breathing Apparatus/SCBA.
1. A Joint Board of Management shall be established and shall be composed of one (1) member from each municipality and to be known as the SHELBURNE & DISTRICT FIRE BOARD OF MANAGEMENT, hereinafter called the "FIRE BOARD". The Fire Board members shall be appointed by the Councils of the participating municipalities, each Council appointing in December, to take office effective January 1st next following, for a term concurrent with Council, and shall be a Council member. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the municipality which had appointed the member wherein the vacancy occurred. Council can change their representation on the Board over the 4 years as they deem fit.
 2. The Fire Board shall appoint a Chairperson and Vice Chairperson from among its members at the first meeting of the Fire Board in each calendar year. The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board. In absence of the Chairperson, the Vice Chairperson shall preside.
 3.
 - a) The Fire Board shall hire or appoint a Secretary Treasurer. The Secretary Treasurer shall give or cause to be given all notices required to members of the Fire Board and shall attend all meetings of the Fire Board and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Fire Board and perform and do such other duties as may from time to time be prescribed by the Fire Board. The Secretary Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Department and, under the direction of the Fire Board, shall deposit all monies with respect to the operation of the Department in a special bank account designated for that purpose and shall render to the Fire Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Department. The Secretary Treasurer shall pay only such items as are approved.
 - b) The Fire Board shall appoint annually an auditor for the Board that shall perform an Audit Engagement of the accounts of the Fire Board and shall submit copies of the annual Financial statements and copies of the Audit Engagement report to the Fire Board and to each of the parties to the Agreement.
 4. The Fire Board shall hold at least six regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board. The Fire Board shall ensure the attendance of the Fire Chief of the Department and/or their representative(s) at each Fire Board meeting.
 5. The Fire Board shall ensure that all meetings are convened and continued only when a quorum of three (3) members are present.
 6. All Fire Board meetings shall have business conducted by utilizing the Shelburne and District Fire Board's Policy to Govern the Proceedings of the Board. Copies of all agendas and minutes of regular and special meetings of the Fire Board are to be promptly submitted to the Councils of each party to this Agreement. Quarterly

statements of the financial position, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.

7. A draft budget shall be circulated to all Councils prior to November 30th or by December 31st in an election year. Each party hereto shall endeavour to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 31st day of January in each year. Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following instalments:
 - i) Twenty-five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year;
 - ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year, less the amount of the instalment paid under Section (i), on or before the 30th day of June in the current year;
 - iii) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 30th day of September in the current year;
 - iv) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

8. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures for and relating to the administration of the Department and of the Fire Board.
9. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
10. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule A attached and forming part of this agreement.
11. The Department shall endeavour to respond as soon as possible to all emergency calls within the defined areas as per Schedule "A" with such apparatus and manpower as per policy established by the Fire Board.
12. All parties to this Agreement shall give such authority as may be necessary, by by-law, to the members of the Department in all matters pertaining to the Fire Protection.
13. The Fire Board will arrange for the issue of policies of insurance to protect assets in the care, custody and control of the Fire Board from physical loss or damage, and for protecting the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department, and to ensure that all policies of insurance provide that all parties to this Agreement are endorsed as additional named insureds as their interest may appear.
14. a) The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreements, all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule "B" which forms part of this Agreement which will be adjusted annually.

- b) The Township of Amaranth, the Township of Melancthon, the Town of Mono and the Township of Mulmur hereto agree with the Town of Shelburne that capital maintenance and operating costs and assets of the existing Fire Department, shall be administered as set out in Schedule "C" attached and forming part of this Agreement.
15. The Fire Board shall review this Agreement during the second year end of each term of Council.
16. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made. Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.
17. So often as there shall be any dispute between the parties to this Agreement or any of them with respect to any matter contained in this Agreement including, but not limited to, the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1980 c. 304, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, R.S.O. 1980 c. 25* or pursuant to any successor legislation.
18. In the event that any municipality to this agreement wishes to cease participating in the Fire Board, they may do so provided that:
- a) Provision of notice will be accepted within the first 60 days of a new fiscal year to be effective for the following fiscal year.
 - b) Any and all debt incurred by a terminating municipality for Fire Board purposes shall remain the responsibility of the terminating municipality.
 - c) The terminating municipality will receive monies for their share of the capital assets, excluding the original fire hall. Their share will be based on the formulae in section (d) below at historical value. This share will be redistributed to the remaining parties based on section (d) below. The funding of such purchase from the terminating party can be extended over a period of time not to exceed 5 years.
 - d) An average of the Schedule B formula of the previous five (5) years will be used to determine the terminating party's share of the department's asset value and subsequent payment to be distributed among the remaining parties to this agreement. Distribution of the assets to the remaining parties will be based on their 5-year average of the previous 5 years of the Schedule B formula.
 - e) The party wishing to terminate their participation in the Fire Board, however, can still receive fire protection, fire prevention and fire inspection services for an established fee as set annually by the Fire Board during their budget deliberation for the upcoming year. The fee for a fire emergency response will be based on projected operating costs, capital costs, capital reserve contributions plus any other costs required to operate the department. The fee for fire prevention and fire inspection services will be based on the cost of providing that service.
19. If the Board is completely dissolved, the assets and reserves are to be distributed as

follows:

- a) The original Fire Hall footprint and land will remain the ownership of the Town of Shelburne.
 - b) The remainder of the assets, including the expansion to the original fire hall and any possible future fire hall buildings (excluding the land), will be valued by an independent qualified appraiser and the agreed to value by the participating municipalities will be distributed based on the five (5) year average of the formula in Schedule B contained in this agreement.
20. It is agreed that, with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.
 21. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
 22. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
 23. In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers on their behalf.

THE CORPORATION OF THE TOWN OF SHELBURNE

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF MONO

MAYOR

CLERK

THE CORPORATION OF THE TOWNSHIP OF MULMUR

MAYOR

CLERK

SCHEDULE "B"
COST SHARING

Definitions:

"Assessment" shall include all taxable residences taxable commercial and industrial taxable businesses as shown on the current year's assessment roll, but shall not include exempt assessment.

2018

<u>Municipality</u>	<u>Assessment</u>	<u>%</u>	<u>Res. & Bus. Units</u>	<u>%</u>	<u>Fire Calls</u>	<u>%</u>	<u>Combined Average %</u>
Amaranth	311,947,232	16.138	666	13.884	26	10.924	13.65
Melancthon	296,420,176	15.335	607	12.654	38	15.966	14.65
Mono	221,259,174	11.447	326	6.796	28	11.765	10.00
Mulmur	191,623,185	9.914	294	6.129	26	10.924	8.99
Shelburne	911,701,537	47.166	2,904	60.538	120	50.420	52.71
TOTAL	1,932,951,304	100.00	4,797	100.00	238	100.00	100.00

"Households" shall include all primary or tenant households and apartments as shown on the current year's assessment roll. (RU, PRU, RDU. . . .)

"Fire calls" shall include all emergency calls that involve calling the volunteers and/or vehicle(s) out, including false alarms, but shall not include calls to provincial or county highways which will be billed out direct to those jurisdictions by the Department. Fire calls from the previous three years shall be included.

Capital and operating cost sharing shall be calculated annually by the Secretary/ Treasurer of the Department by taking the data provided by the municipalities from the current year's assessment roll for total assessment and total households; and average fire calls as recorded by the Department for the previous three years and converting each category into an average percentage as in part "3" the Combined Average percentage shall be used for cost sharing.

SCHEDULE "C"

ASSETS OF THE SHELBURNE & DISTRICT FIRE DEPARTMENT

Fire Hall

- The Shelburne District Fire Hall is located on lands owned by the Town of Shelburne located at 114 O'Flynn St Shelburne, ON L9V 2W9 and the Town of Shelburne shall retain ownership of the existing fire hall.

The Shelburne & District Fire Department shall lease the fire hall from the Town of Shelburne for one dollar (\$1.00) per year.

- All maintenance, insurance and operating expenses of the fire hall shall be an expense of the Shelburne & District Fire Department.

- All capital improvements and/or expansions past or future shall be jointly funded as per the cost—sharing formula in Schedule B. These improvements and expansions shall be assets of the Shelburne & District Fire Department.