

TOWNSHIP OF ADMASTON/BROMLEY

Finance and Administration Committee

AGENDA

Thursday, July 21st, 2022 at 5:30 p.m.

Council Chambers

1. Call meeting to order.
2. Declaration of Pecuniary Interest
3. Approval of Agenda
4. Adoption of Minutes – [April 29th, 2022](#)
5. Group Purchasing – [LAS Canoe](#)
6. [Golf Day](#)
7. [OPP Contract Extension](#)
 - a) [By-Law 2019-50 OPP Contract](#)
 - b) [Amending Agreement](#)
8. Closed Session
 - a) Organizational Review Staff Report
 - b) Property in Douglas –
Offer to give to Township – Verbal Report
 - c) Planning Update - Verbal
9. Next Meeting
10. Adjournment

TOWNSHIP OF ADMASTON/BROMLEY
FINANCE AND ADMINISTRATION COMMITTEE
MINUTES

Thursday, April 29, 2022

At 1:00 p.m.

Present – Michael Donohue, Kevin LeGris, Mike Quilty, Robert Dick, and Bob Hall

Staff present – Jennifer Charkavi, Mitchell Ferguson, and Steve Visinski

1. Michael Donohue called the meeting to order at 1:00 pm.
2. Declaration of Pecuniary Interest – None.
3. Approval of Agenda – April 29, 2022

Resolution No. 2022/04/14

Moved by Bob Hall

Seconded by Kevin Legris

BE IT RESOLVED that the Committee approve the agenda for the April 29, 2022, Finance and Administration Committee meeting as presented this date.

“Carried”

4. Adoption of Minutes – April 6 & 14, 2022

Resolution No. 2022/04/15

Moved by Kevin Legris

Seconded by Bob Hall

BE IT RESOLVED that the Committee accept the minutes of the Finance and Administration Committee meetings held:

- April 6, 2022
- April 14, 2022

“Carried”

5. Draft 2022 Budget

IV. Draft 2022 Municipal Budget

Acting Treasurer/Deputy Clerk reviewed the options presented for Committee discussion. Committee discussed the various options and discussed debentures, use of reserves, asphalt versus surface treatment, grants, and overall projects considered for 2022. Committee also discussed the desired levy amount that would be acceptable for 2022.

The following resolutions were passed:

Resolution No. 2022/04/16

Moved by Kevin Legris

Seconded by Bob Hall

BE IT RESOLVED that the Finance and Administration Committee recommend to Council to apply asphalt from Bonnechere to Dunfield on South McNaughton.

“Carried”

Resolution No. 2022/04/17

Moved by Kevin Legris

Seconded by Bob Hall

BE IT RESOLVED that the Finance and Administration Committee recommend to Council that the roofs and that South McNaughton, ICIP extension, Rowan to Dunfield, be funded by reserves.

“Carried”

Resolution No. 2022/04/18

Moved by Robert Dick

Seconded by Mike Quilty

BE IT RESOLVED that the Finance and Administration Committee recommend to Council that the Draft 2022 Municipal Budget, amended April 29, 2022, be approved.

“Carried”

Resolution No. 2022/04/19

Moved by Robert Dick

Seconded by Mike Quilty

BE IT RESOLVED that the Finance and Administration Committee accept the Draft Projected Tax Rate Impacts as information.

“Carried”

6. Adjournment

Resolution No. 2022/04/20

Moved by: Bob Hall Seconded by: Kevin Legris

BE IT RESOLVED that the Friday, April 29, 2022 Township of Admaston/Bromley Finance and Administration Committee meeting be adjourned 2:49 p.m.

“Carried”

Chair

CAO/Clerk

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

**613-432-2885 Stone Road Office
613-432-4052 Fax**

**613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage**

REPORT

Date: July 21, 2022
To: Finance and Administration Committee
From: Mitchell Ferguson
Re: Co-Operative Purchasing – Canoe Procurement - LAS

Background:

Staff met with a representative from LAS in May 2022. The representative brought forward several programs that the Township can use to find savings, using the co-operative purchasing program.

Discussion:

Staff have reviewed the documents provided by the LAS/Canoe Procurement representatives. Staff note that the Township Procurement By-Law does reference and permit Co-Operative Purchasing, as in this section that these types of purchases would fall under. Below is the section of the By-Law pertaining to Co-Operative Purchasing:

27.0 CO-OPERATIVE PURCHASING

27.1 The Township shall participate with other government agencies or public authorities in co-operative purchasing of goods or services where it is in the best interest of the Township to do so.

27.2 The decision to participate in co-operative purchasing agreements will be made jointly by the CT or his/her designate and the responsible operating Department.

27.3 The policies of the government agencies or public authorities calling the co-operative Bid Document, as amended, are to be the accepted governing policy for that particular Bid Document.

This sort of initiative is a very cost-effective way to obtain day-to-day goods and services, while still maintaining transparent and ensuring the Township purchases are fair and compliant with our policies.

Financial Implications:

There is no up-front cost to joining this program. This program finds savings in future purchasing as it is part of a large group buying program.

People Consulted:

CAO/Clerk
LAS/AMO

Recommendation for Council:

BE IT RESOLVED THAT the Finance and Administration Committee receive the group purchasing report as information.

AND BE IT FURTHER RESOLVED THAT the Finance and Administration Committee direct staff to prepare the notice of its participation in the Local Authority Services Procurement Group, as required by the Canadian Free Trade Agreement (CFTA).

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REPORT

Date: July 21, 2022
To: Finance and Administration Committee
From: Mitchell Ferguson
Re: Golf Day 2022

Background:

Each year the Management and/or Council members attend various Golf Tournaments such as the Warden's Classic, Renfrew County Clerks and Treasurers Association, Road Superintendents Association Golf Tournament, etc. In 2021, Admaston/Bromley had a golf afternoon that included all staff and council. It was approved at the Finance and Administration committee to promote staff morale and team building. In 2021, 9 holes with lunch was provided to staff and council, at the Dragonfly Golf Links. It was noted that if the event was well attended and well liked, that a discussion would be had to continue the event on a year-by-year basis.

Discussion:

The recommendation for 2022 is to plan a golf afternoon (9 holes) with lunch for staff and Council to attend to take place in August or September at the local golf course in Admaston/Bromley. The office would be required to be closed for the afternoon, as was the case in 2021.

Financial Implications:

Due to the lack of conferences for both Council and staff and/or reduced costs based on virtual attendance, the conference budget for both staff and Council would accommodate the golf afternoon.

People Consulted:

CAO/Clerk

Recommendation for Council:

BE IT RESOLVED THAT the Finance and Administration Committee recommend to Council a golf afternoon with staff and Council in attendance for the 2022 year, more specifically in August or September, as discussed this date.

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REPORT

Date: July 21, 2022
To: Finance and Administration Committee
From: Jennifer Charkavi
Re: OPP – Extension of Contract

Background:

In December 2019, Council passed By-Law 2019-50 to extend the OPP Policing Contract for another 2 years. Our current contract expires December 31, 2022.

Discussion:

Lisa Rotar, Municipal Policing Specialist, who has taken over for Ken Kee, will attend the August 4 Council meeting to present information about the OPP contract renewal process including the OPP's annual expenditures, billing model, cost breakdown for the Township of Admaston/Bromley, contract renewal process and the Community Safety and Policing Act, 2019.

A draft of the Policing Contract Extension for the period of January 1, 2023 to December 31, 2025 is included with this report.

As you know, the current s. 10 agreement expires on Dec. 31, 2022, so there are a number of options to consider to address the renewal:

- 1) Extension of current s. 10 agreement - for either 1 year (expiry December 31, 2023) or 2 years (expiry December 31, 2024) - by way of an Amending Agreement to the current contract:
 - A bylaw is required.
- 2) Full renewal of s. 10 agreement (with a term of 3, 4, 5, or 6 years)
 - A bylaw is required.
 - Please note that the 2023 financials are not available until Oct. 1, 2022 (when the annual billing statements are rolled out).

- 3) Current contract expires on December 31, 2022 and reversion to a s. 5.1 non-contract arrangement on January 1, 2023:
- Please send a notification of the decision on municipal letterhead to MPB.

There are a number of changes that are coming in the next couple of years to the Police Services Act and it is recommended that an extension be sought rather than a full renewal, as staff and members of the OPP are not sure how the changes will affect contracts.

Financial Implications:

People Consulted:

Acting Treasurer/Deputy Clerk

Recommendation for Council:

WHEREAS the Township of Admaston/Bromley deems it necessary to comply with Section 10 of the Police Services Act;

AND WHEREAS under Section 4 (1) of the Police Services Act, the Municipality is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 5 of the Act, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act;

NOW THEREFORE BE IT RESOLVED that Committee recommends to Council to adopt Draft By-Law 2022-51 to authorize the Mayor and CAO/Clerk to enter into an agreement with the Solicitor General for Police Services.

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2019-50

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL ("ONTARIO") AND THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY (THE "MUNICIPALITY") FOR THE PROVISION OF POLICE SERVICES UNDER SECTION 10 OF THE POLICE SERVICES ACT, R.S.O. 1990, c.P.15, as amended

WHEREAS the Township of Admaston/Bromley deems it necessary to comply with Section 10 of the Police Services Act, R.S.O. 1990, c.P.15, as amended;

AND WHEREAS under Section 4 (1) of the Police Services Act, R.S.O. 1990, c. P. 15, as amended, (the Act), the Municipality is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 5 of the Act, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act;

NOW THEREFORE the Council of the Corporation of the Township of Admaston/Bromley enacts as follows:

1. That the Corporation of the Township of Admaston/Bromley enter into an Agreement with the Solicitor General for Police Services, and that the said contract shall be known as Schedule "A" attached hereto to this By-Law.
2. That the Mayor and Clerk-Treasurer are hereby authorized to execute such Agreement and Affix the Corporation Seal thereto.

Read a first and second time this 19th day of December 2019.

Read a third time and passed this 19th day of December 2019.

Mayor

Clerk-Treasurer

The term of this Agreement is effective as of the 01st day of January 2020.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE *POLICE SERVICES ACT*, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
SOLICITOR GENERAL**

(“Ontario”)

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF ADMASTON / BROMLEY
(the “Municipality”)**

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number **XXXX-XXXX**, dated December 19, 2019 (attached as Schedule “A”);
- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated September 26, 2019 (attached as Schedule “B”);

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i)** the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii)** a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year.
- (b)** “Board” means Township of Admaston / Bromley Police Services Board.
- (c)** ”Commissioner” means the Commissioner of the O.P.P.
- (d)** “Detachment Commander” means the O.P.P. officer in charge of Renfrew Detachment.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6. (a)** For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

(b) Any by-law violations in relation to; building codes, or animal control will not form part of this agreement.

7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Renfrew Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
 - (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
 - (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
 - (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
 - (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
 - (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
 - (i) The language of the arbitration shall be English.

- (ii) The place of the arbitration shall be the Township of Admaston / Bromley.
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b)** Policing Disputes shall not be subject to mediation or arbitration.
- (c)** Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d)** Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e)** Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f)** Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Township of Admaston / Bromley, 477 Stone Road, RR 2, Renfrew, Ontario, K7V 3Z5, or by fax to (613) 432-4052
 - (d) by mail to the Board addressed to: The Township of Admaston / Bromley Police Services Board, 477 Stone Road, RR 2, Renfrew, Ontario, K7V 3Z5, or by fax to (613) 432-4052

Commencement and Termination of Agreement

- 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2020, and shall conclude on the earlier of (i) the 31st day of December 2022 or (ii) the date that the *Community Safety and Policing Act*, 2019 comes into force.
- 27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
- 28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

- 29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Solicitor General, Community Safety has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE MUNICIPALITY

Township of Admaston / Bromley

Mayor

Clerk-Treasurer

Date signed by the Municipality _____

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

Placeholder for Municipality's By-law

SCHEDULE "B"

PROPOSAL FOR POLICE SERVICES



The Township of Admaston / Bromley

Contract Policing Proposal

Prepared by: Sergeant Kenneth Kee
Ontario Provincial Police
Municipal Policing Bureau

Date: September 26, 2019

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Executive Summary

The Ontario Provincial Police (OPP) has over 100 years of experience in providing effective community-based policing and protection throughout Ontario. The OPP has provided municipal police services under contract for over 70 years and currently maintains contracts with over 140 communities across Ontario.

The Township of Admaston / Bromley requested a contract proposal for OPP municipal policing. This proposal is based on the OPP Billing Model, with the Township paying an amount equal to the sum of its allocated portion of the OPP's total municipal policing Base and Calls for Service costs, as well as the costs for Overtime, Prisoner Transportation, Court Security, and Accommodation/Cleaning Services as applicable. Where a municipality chooses to receive police services from the OPP pursuant to a contract, the OPP will provide the level of police services required to provide adequate and effective policing, including providing the services set out in Regulation 3/99, Adequacy and Effectiveness of Police Services under the *Police Services Act*.

This proposal reflects the integrated policing concept, incorporating a police services contract for the Township of Admaston / Bromley with OPP highway patrol services and provincial responsibilities under one administration. The Renfrew OPP Detachment will remain as the Administration/Operations Centre. The resources will be deployed to the municipality from this facility.

The Renfrew OPP Detachment Commander will be responsible to oversee all aspects of service delivery. The detachment management including Staff Sergeant(s) and Sergeant / Platoon Leaders as applicable will provide assistance and supervision to members of the Renfrew Detachment.

It is the intent to maintain all existing community service programs and community policing committees, in consultation with the Police Services Board.

Any new community service program considered may be implemented after consultation with the Township of Admaston / Bromley Council, the Township's Police Services Board and the Renfrew OPP Detachment Commander.

When a municipality chooses to receive police services from the OPP under contract, the OPP will ensure that the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The shared infrastructure of the OPP broadens local access to resources, expertise, solutions, training and management without duplicating services. The Township of Admaston / Bromley will continue to benefit as additional staff are readily available from within the Renfrew OPP Detachment as well as neighboring detachments and regions, should the need arise.

The Township of Admaston / Bromley will be required to maintain a Police Services Board, as mandated by Section 10 of the *Police Services Act* that will generally determine objectives and priorities for police services within the community, after consultation with the Detachment Commander. The Commissioner is committed to ensuring that the Detachment Commander of the Renfrew OPP Detachment responds appropriately to the Board's advice and priorities in a manner consistent with the Board's identified concerns, expectations and needs.

It is long-standing OPP policy and practice to be accountable to the communities we serve. The Commander of the Renfrew OPP Detachment, or designee, will report to the Police Services Board on a regular basis, as per the direction of the Board. The OPP is experienced in being accountable to the municipalities we serve. With over 100 contracts currently in place and future contracts pending, there is great emphasis placed on OPP accountability to Police Services Boards.

The OPP is required to provide provincial level emergency response that can be mobilized in times of emergency, disaster or a specialized investigative need. The OPP meets such emergent needs, on an on-call, as-needed basis, by deploying small numbers of officers from multiple locations and assignments, both provincial and municipal. During such times, the OPP is responsible to ensure that appropriate resources remain in place to make certain the municipality receives adequate and effective police services in accordance with the *Police Services Act* and Regulations. The use of OPP officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

If the Township of Admaston / Bromley chooses to accept an OPP contract for its policing service, the Renfrew OPP Detachment Commander will assign resources, focusing on meeting the Township's unique policing needs.

Value for the Township of Admaston / Bromley:

- Assurance of adequacy and effectiveness of police services;
- Dedication to resolving community issues through local involvement and community policing committees;
- Availability of additional staffing support from neighbouring detachments, regional headquarters and general headquarters;
- Work with the Detachment Commander in determining the local policing priorities and objectives through the Township's Police Services Board; and
- Access to a comprehensive infrastructure and specialized services

The estimated policing cost for 2020 associated to this proposal as presented in the Annual Billing Statement is **\$401,559**. This amount is reflective of the most current cost estimates under the OPP Billing Model, exclusive of the year-end adjustments.

The year-end adjustment for the year 2018 totalling **\$2,732** is listed separately from the 2020 estimated cost, but forms part of the Grand Total Billing as shown near the bottom of the Annual Billing Statement.

Not included in this proposal are:

- The cost of maintaining the Police Services Board
- Any applicable revenues accruing to the municipality as a result of police activity

OPP 2020 Annual Billing Statement

Admaston/Bromley 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	1,405		
	Commercial and Industrial	53		
	Total Properties	<u>1,458</u>	183.23	267,151
Calls for Service				
	Total all municipalities	162,805,510		
	Municipal portion	0.0707%	78.96	115,124
Overtime			7.19	10,485
Prisoner Transportation	(per property cost)		1.99	2,901
Accommodation/Cleaning Services	(per property cost)		4.04	5,898
Total 2020 Estimated Cost			<u>275.42</u>	<u>401,559</u>
2018 Year-End Adjustment				2,732
Grand Total Billing for 2020				<u>404,291</u>
2020 Monthly Billing Amount				33,691

OPP Contacts

Please forward any questions or concerns to Inspector Colin Slight, Detachment Commander, Renfrew Detachment, or Sergeant Kenneth Kee, Municipal Policing Specialist, Municipal Policing Bureau, OPP General Headquarters.

Inspector Colin Slight (613) 432-3211

Sergeant Kenneth Kee (705) 329-6451

This AMENDING AGREEMENT is from the 30th day of December, 2022 to the 31st day of December, 2024

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE SOLICITOR GENERAL (“Ontario”)

-and-

THE CORPORATION OF THE TOWNSHIP OF ADMASTON / BROMLEY (“the Municipality”)

BACKGROUND

- A. The Parties entered into the Agreement for the provision of Police Services under Section 10 of the *Police Services Act* (the “Agreement”) which commenced on the 1st day of January 2020.
- B. The Agreement includes all the Schedules and Appendices to the Agreement.
- C. Pursuant to Section 29, the Parties may amend the Agreement by written agreement.
- D. The Parties wish to further amend the Agreement as set out in this Amending Agreement, by extending the duration of the contract to conclude on the 31st of December, 2024, as supported by:

Bylaw # XXXX, dated MMMM DDth, 20YY of the Council of the Corporation of the Township of Admaston/Bromley (attached as Schedule “A”).

NOW THEREFORE, the Parties agree as follows:

- 1. Section 26 of the Agreement shall be replaced with the following:
 - 26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 1st day of January 2020, and shall conclude on the earlier of (i) the 31st day of December, 2024 or (ii) the date that the Community Safety and Policing Act, 2019 comes into force.

Relevant terms and conditions of the Agreement, that are not specifically amended but that relate to the amendments set out in this Amending Agreement shall be deemed to be amended so as to give effect to the changes herein.

Except for the amendments set out herein, the terms and conditions of the Agreement remain in full force and effect and time shall remain of the essence.

Notwithstanding the date upon which this Amending Agreement is signed, this Amending Agreement is effective as of the 30th day of December, 2022.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE Corporation of
the Township of
Admaston/Bromley

Mayor

Chief Administrative Officer/Clerk

Date signed by Municipality: _____

DRAFT

Schedule "A"

**BY-LAW OF THE MUNICIPAL COUNCIL
THE TOWNSHIP OF ADMASTON / BROMLEY**

DRAFT

DRAFT

PLACEHOLDER FOR BY-LAW