



TOWNSHIP OF CRAMAHE COUNCIL MEETING

DATE: JANUARY 22, 2019

TIME: 7:00 PM

PLACE: COUNCIL CHAMBERS

Page

1. CALL TO ORDER

2. INTRODUCTION OF ADDENDUM ITEMS

3. CONFIRMATION OF AGENDA

4. DISCLOSURES OF PECUNIARY INTEREST

5. ADOPTION OF MINUTES

- 3 - 8 (a) Approval of the Special Council Inaugural of December 3, 2018 and the regular Council Meeting minutes of January 8, 2019

6. ADOPTION OF PROCEEDINGS OF THE COUNCIL IN COMMITTEE MEETING

7. OUTSIDE RESOLUTIONS - REQUEST FOR ENDORSEMENT

- 9 - 12 (a) City of Hamilton, resolution regarding maintaining the Voters' List, dated January 3, 2019

8. ITEMS FOR DIRECTION

- 13 - 14 (a) Proposed Amendment to the Growth Plan for the Greater Golden Horseshoe, email from Minister Stephen Clark, Municipal Affairs and Housing

9. ITEMS OF INFORMATION

- 15 - 16 (a) 2019 Operational Schedule for Ogden Point Quarry

- 17 (b) Correspondence from Femma Norton dated January 13, 2019

10. MINUTES OF BOARDS AND COMMITTEES

11. OTHER BUSINESS

12. BY-LAWS

- 18 - 28 (a) 2019-08 Agreement for Police Services

13. CONFIRMATORY BY-LAW

- 29 (a) 2019-09

14. MOTION TO ADJOURN

15. PRESS QUESTION PERIOD

16. PUBLIC/GALLERY QUESTION PERIOD



Township of Cramahe Special Council
Minutes
December 3, 2018

Minutes of a regular meeting of Council held on Monday, December 3, 2018 at 07:00 PM, in Rotary Hall,

ROLL CALL

Present Were:

Mayor M. Martin
Deputy-Mayor S. Arthur
Councillor D. Clark
Councillor T. Gilligan
Councillor E. Van Egmond

Also Present:

CAO/Deputy Clerk, C. Brooks
Director of Corporate Services/Clerk, J. Oram

CALL TO ORDER

Lou Rinaldi, former Liberal MPP, Northumberland-Quinte West, called the meeting to order at 7:00 p.m. in Rotary Hall, Keeler Centre

INTRODUCTION OF COUNCIL

Pipe Sargeant Ian MacFarland lead Council

SINGING OF O'CANADA

Jeannie Mintz, lead the singing.

PRAYER OF INVOCATION

Reverend Anja Guignon

DECLARATION OF OFFICE AND OATH OF ALLEGIANCE

Deputy Mayor Arthur, Councillor Van Egmond, Councillor Gilligan and Councillor Clark, administered by the Clerk, Julie Oram

DECLARATION OF OFFICE AND OATH OF ALLEGIANCE – PRESENTATION OF CHAIN OF OFFICE

Mayor Mandy Martin, administered by the Clerk, Julie Oram

COUNCIL ADDRESS

Mayor Martin spoke to the members of Council and the public present.

PRESENTATIONS

Greetings were read by Lou Rinaldi from:

Kim Rudd, MP, Northumberland-Peterborough South

Mayor John Logel, Township of Alnwick/Haldimand bestowed greetings and congratulatory words to the Mayor and members of Council

CONFIRMATORY BY-LAW

2018-66

Resolution #18-459a

Moved by Councillor Clark Seconded by Councillor Van Egmond

THAT By-law 2018-66 be read a first, second and third time and finally passed this 3rd day of December, 2018.

"CARRIED"

MOTION TO ADJOURN

Resolution #18-459b

Moved by Councillor Van Egmond Seconded by Deputy Mayor Arthur

THAT the meeting adjourn at 7:28 p.m.

"CARRIED"

Mayor, Mandy Martin

Clerk, Julie Oram



**Township of Cramahe Council
Minutes
January 8, 2019**

Minutes of a regular meeting of Council held on Tuesday, January 8, 2019 at 08:10 PM,
in the Council Chambers

ROLL CALL

Present Were: Mayor M. Martin
Deputy Mayor S. Arthur
Councillor D. Clark
Councillor T. Gilligan
Councillor E. Van Egmond

Also Present: CAO/Deputy Clerk, C. Brooks
Director of Corporate Services/Clerk, J. Oram
Treasurer, A. McNichol
Operation Manager, J. Hoskin
Compliance Coordinator, H. Grant

CALL TO ORDER

Mayor Martin called the meeting to order at 8:10 p.m.

CONFIRMATION OF AGENDA

Resolution #19-009

Moved by Deputy Mayor Arthur Seconded by Councillor Van Egmond

THAT the agenda be approved as presented.

"CARRIED"

DISCLOSURES OF PECUNIARY INTEREST

None

ADOPTION OF MINUTES

Approval of the regular Council Meeting minutes of December 18, 2018

Resolution #19-010

Moved by Councillor Gilligan Seconded by Councillor Van Egmond

THAT the regular Council Meeting minutes of December 18, 2018, be approved

"CARRIED"

ADOPTION OF PROCEEDINGS OF THE COUNCIL IN COMMITTEE MEETING

Resolution #19-011

Moved by Councillor Van Egmond Seconded by Councillor Gilligan

THAT the following items from the proceedings of the Committee of Council meeting held on January 8, 2019, be received:

ADMIN 01-19 Allowing Private Recreational Cannabis Retail Stores

OPER 01-19 Colborne Library Expansion Financial Options

TREA 01-19 Borrowing By-law 2019-01

"CARRIED"

ITEMS OF INFORMATION

David Piccini, MPP, Northumberland-Peterborough South, correspondence regarding Cannabis legalization and sale

Resolution #19-012

Moved by Councillor Van Egmond Seconded by Councillor Gilligan

THAT the correspondence regarding Cannabis legalization and sale from David Piccini, MPP, Northumberland-Peterborough South, be received.

"CARRIED"

Minister of Finance, 2019 Ontario Municipal Partnership Fund

Resolution #19-013

Moved by Councillor Gilligan Seconded by Councillor Van Egmond

THAT the correspondence from Minister of Finance, 2019 Ontario Municipal Partnership Fund, be received.

"CARRIED"

Correspondence dated December 29, 2018 from Femma Norton, Marijuana Facility, Lakeport, Ontario

Resolution #19-014

Moved by Councillor Van Egmond Seconded by Deputy Mayor Arthur

THAT the correspondence dated December 29, 2018 from Femma Norton, Marijuana Facility, Lakeport, Ontario, be received.

"CARRIED"

BY-LAWS

2019-01 Borrowing By-law

Resolution #19-015

Moved by Councillor Van Egmond Seconded by Councillor Gilligan

THAT By-law 2019-01 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

2019-02 Interim Tax Levy

Resolution #19-016

Moved by Councillor Clark Seconded by Councillor Van Egmond

THAT By-law 2019-02 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

2019-03 Site Plan Agreement Cam Tran

Resolution #19-017

Moved by Councillor Gilligan Seconded by Councillor Van Egmond

THAT By-law 2019-03 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

2019-04 Appoint Integrity Principles as Integrity Commissioner and Closed Meeting Investigator

Resolution #19-018

Moved by Councillor Clark Seconded by Councillor Van Egmond

THAT By-law 2019-04 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

2019-05 Appointments to Boards and Committees

Resolution #19-019

Moved by Councillor Gilligan Seconded by Councillor Van Egmond

THAT By-law 2019-05 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

CONFIRMATORY BY-LAW

2019-06

Resolution #19-020

Moved by Councillor Van Egmond Seconded by Councillor Gilligan

THAT By-law 2019-06 be read a first, second and third time and finally passed this 8th day of January, 2019

"CARRIED"

MOTION TO ADJOURN

Resolution #19-021

Moved by Councillor Van Egmond Seconded by Councillor Gilligan

THAT the meeting adjourn at 8:14 p.m.

"CARRIED"

MAYOR, MANDY MARTIN

CLERK, JULIE ORAM



City of Hamilton
Hamilton City Hall
71 Main Street West, 1st Floor
Hamilton, Ontario
Canada L8P 4Y5
www.hamilton.ca

Stephanie Paparella
Legislative Coordinator
Office of the City Clerk
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stephanie.paparella@hamilton.ca

January 3, 2019

Doug Brewer
Director of Policy
Ministry of Municipal Affairs
777 Bay Street, 17th Floor
Toronto, ON
M5G 2E5

Minister's Chief of Staff
Ministry of Finance
Frost Building South, 7th Floor
7 Queen's Park Crescent
Toronto, ON
M7A 1Y7

Carla Y. Nell
Vice President, Municipal and Stakeholder
Relations
Municipal Property Assessment Corporation
1340 Pickering Parkway, Suite 101
Pickering, ON
L1V 0C4

Angela Morgan, CMO, AOMC
President
AMCTO
2680 Skymark Avenue
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L4W 5L6

Stéphane Perrault
Chief Electoral Officer of Canada
Elections Canada
30 Victoria Street
Gatineau, Quebec
K1A 0M6

Greg Essensa
Chief Electoral Office of Ontario
Elections Ontario
51 Rolark Drive
Toronto ON
M1R 3B1

Please be advised that Hamilton City Council at its meeting of December 19, 2018, approved Item 7.3, which reads as follows:

7.3 Maintaining the Voters' List for Municipal Elections

WHEREAS, concerns over the quality of the Municipal Voters List is not a new phenomenon;

WHEREAS, in 2012, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) published a Voters List Position Paper and since that time has been advocating for transformational changes to the way that Ontario creates and maintains the Voters' List for municipal elections;

WHEREAS, the Preliminary List of Electors, which forms the Voters' List in Ontario, is supplied by data from the Municipal Property Assessment Corporation (MPAC);

WHEREAS, despite the incremental changes made by MPAC, MPAC has a limited ability to fix the currency and accuracy issues that impairs the current City of Hamilton, resolution regarding maintaining the Voters' List, dat...

Maintaining the Voters' List for Municipal Elections
Page 2 of 4

process and the Voters' List continues to be flawed with data inaccuracies and outdated information; and,

WHEREAS, a transformational solution to the way that the Voters' List is created and managed is required;

THEREFORE, BE IT RESOLVED:

- (a) That the Council of the City of Hamilton supports the re-establishment of the multi-stakeholder working group between the Ministry of Municipal Affairs, Ministry of Finance, AMCTO, MPAC, Elections Canada and Elections Ontario in exploring and identifying ways to create and maintain the Voters' List for Municipal Elections;
- (b) That Council requests an update be provided from this Voters' List Working Group on the transformational solutions being discussed;
- (c) That representatives from MPAC be invited to a future General Issues Committee meeting to hear the City of Hamilton's concerns (attached hereto) and advise the City on what steps MPAC will be taking in the future;
- (d) That a letter of concerns respecting the Voter's List for Municipal Elections and a request for investigation be forwarded to the Ombudsman's Office; and,
- (e) That a copy of this motion, respecting the Voter's List for Municipal Elections be circulated to all municipalities and the Association of Municipalities of Ontario (AMO).

On behalf of Hamilton City Council, we thank you for your consideration respecting this very important matter and look forward to your response.

Sincerely,



Stephanie Paparella
Legislative Coordinator
Office of the City Clerk

Copied:

Paul Dube, Ombudsman of Ontario
Jamie McGarvey, President, Association of Municipalities of Ontario
All Ontario Municipalities

The City of Hamilton is looking to the Working Group to find resolutions that would include, but not be limited to, the following matters that were encountered during the 2018 municipal election process:

- (a) Neighbours on the same Voter Notification Cards (VNC);
- (b) Polling locations not matching the address;
- (c) Incorrect mailing addresses;
- (d) Electors showing up at an address who had never lived there;
- (e) Addresses outside of the polling subdivision;
- (f) Incorrect names on the VNCs;
- (g) Entire buildings missed;
- (h) Completed the EL15 last Election and still not on the Voters' List;
- (i) No units listed in buildings; and,
- (j) Electors who had lived at their residence for many years not receiving a VNC.

The responsibility of adding the Applications to Amend, Correct and Delete forms has now been downloaded from MPAC to the municipalities. In the case of the City of Hamilton, it required the inputting of over 27,000 applications into the Datafix program; with the legislated deadline for inputting these applications being 30 days from Election Day, which became a very labour intensive and time-consuming task.

Forms that could not be inserted into the Datafix program within the 30-day deadline, were not accepted by MPAC; leaving some of the elector submitted corrections undone and to remain incorrect for the next election.

MPAC has agreed to keep the Voter Look Up program available all year round rather than just in an election year; leaving the obligation of improving the Voters List with the elector and the municipalities.

It was suggested that a campaign be commenced by preparing a drop off card for every household in the city (each municipality would manage their own). This card could include all aspects of adding, correcting and deleting information from the Voters' List. It should also include how to deal with situational voters such as borders, tenants, family members and students.

After the drop off program has concluded, and in conjunction with the appropriate communications strategy, municipalities should continue, on a quarterly basis, to remind electors to check the Voter Look Up program on their respective municipalities website to ensure their information is correct.

In an election year, this program could be expanded to a monthly basis and include radio and print advertisements to reinforce to the elector that the responsibility of ensuring they are correctly included on the voters list on Election Day is their own.

Maintaining the Voters' List for Municipal Elections
Page 4 of 4

Municipalities continue to pay for and use an inaccurate, outdated product (voters list). Unless there is a proactive strategy in place for the preparation of a much more accurate voters list for all municipalities, the same issues will most likely occur in 2022.

From: [Minister Steve Clark](#)
To: [Julie Oram](#)
Subject: Proposed Amendment to the Growth Plan for the Greater Golden Horseshoe
Date: Tuesday, January 15, 2019 9:53:10 AM
Attachments: [paperHeader.png](#)
[separator.png](#)

La version française suit.

Dear Mayor Mandy Martin,

Our government is committed to making it faster and easier for municipalities in the region to plan for growth, increase housing supply, attract investment, and create and protect jobs. That is why we are proposing changes to the Growth Plan for the Greater Golden Horseshoe, 2017 and its transition regulation. We encourage you to visit www.placestogrow.ca. Your municipality is invited to provide feedback by February 28, 2019.

Given the rising number of people who will live and work in the Greater Golden Horseshoe in the next 20 years, the Growth Plan provides a long-term framework for growth. It aims to:

- Increase and promote economic growth, reduce congestion and provide residents easy access to businesses and services
- Build communities that maximize infrastructure investments, while balancing local needs for the agricultural industry and natural areas

We have heard that planning for growth in the Greater Golden Horseshoe Region is needed. However, we have also heard that there are some issues with how best to implement the Growth Plan. The proposed changes build on feedback that the Ministry of Municipal Affairs and Housing heard from the business, research and development sectors, municipalities, and others during engagement sessions last fall.

The proposed changes respect the ability of local governments to make decisions about how they grow. The province will maintain protections for the Greenbelt, agricultural lands, the agri-food sector, and natural heritage systems.

Visit the [Environmental Registry](#) to read the proposed amendment and other changes, and provide feedback.

I look forward to hearing your comments and advice.

Sincerely,
Steve Clark
Minister of Municipal Affairs and Housing

c: Julie Oram
Himanshu Katyal
Craig Brooks

Madame ou Monsieur Mayor Mandy Martin,

Notre gouvernement s'engage à faciliter et à accélérer le processus pour les municipalités de la région afin qu'elles puissent planifier la croissance, augmenter l'offre de logements, attirer des investissements, créer des emplois et les protéger. C'est la raison pour laquelle nous proposons des changements au Plan de croissance de la région élargie du Golden Horseshoe, 2017 et à sa réglementation de transition. Nous vous encourageons à consulter le site www.placestogrow.ca et nous invitons votre municipalité à fournir des commentaires d'ici au 28 février.

En raison du nombre croissant de personnes qui habiteront et travailleront dans la région élargie du Golden Horseshoe d'ici les 20 prochaines années, le Plan de croissance offre un cadre pour la croissance à long terme, qui vise à :

- augmenter et à promouvoir la croissance économique, à réduire la congestion et à offrir aux résidents un accès facile aux entreprises et aux services
- bâtir des communautés qui maximisent les investissements dans l'infrastructure, tout en veillant à équilibrer les besoins de l'industrie agricole et les espaces naturels dans la région

Nous avons été informés qu'une planification de la croissance était nécessaire pour la région élargie du Golden Horseshoe. Cependant, nous avons également été avisés de certains enjeux concernant la façon la plus appropriée de mettre le Plan de croissance en œuvre. Les changements proposés sont fondés sur les commentaires reçus par le ministère des Affaires municipales et du Logement de la part des secteurs des affaires, de la recherche et du développement, des municipalités et des autres intervenants lors des séances de mobilisation de l'automne dernier.

Les changements proposés respectent la capacité des administrations locales de prendre des décisions sur la façon d'assurer leur croissance. Le gouvernement provincial assurera le maintien de la protection de la ceinture de verdure, des terres agricoles, du secteur agroalimentaire et du patrimoine naturel.

Consultez le [Registre environnemental](#) pour voir la modification et les autres changements proposés et fournir vos commentaires sur le sujet.

J'espère avoir l'occasion de lire vos commentaires et suggestions sous peu. Veuillez agréer, Madame ou Monsieur, l'expression de mes sentiments les meilleurs.

Steve Clark

Ministre des Affaires municipales et du Logement

c: Julie Oram
Himanshu Katyal
Craig Brooks





CRH Canada Group Inc.

P.O. Box 160
176 Victoria Beach Rd.
Colborne, Ontario
K0K 1S0 Canada

www.crhcanada.com

January 16, 2019

Mayor Mandy Martin
Township of Cramahe
P. O. Box 357
1 Toronto Street
Colborne, ON K0K 1S0

RE: Operational schedule for Ogden Point Quarry 2019

Dear Mayor Martin,

As part of our ongoing commitment to maintain an open dialogue with the Township of Cramahe Council, staff, and community regarding our operations at the CRH Canada Group Inc. (CRH) Ogden Point Quarry (Quarry), we are pleased to provide you the following information outlining the normal operations of the Quarry for the calendar year of 2019.

The normal operations at the Quarry consist of the use of the following equipment/ processes – two drills, one face loader, one shovel, four haul trucks, a gyratory crusher, three conveying systems, and boat loading. Additional activities such as maintenance and administrative work occur at the Quarry on an ongoing basis throughout the entire year.

The normal operations of the Ogden Point Quarry for 2019 are as follows:

- Quarry Operating Days: January 2, 2019 – December 20, 2019
- Quarry Operating Hours: 6 am – 12 am (midnight), 7 days per week
- Blasting Schedule: January 14, 2019 – December 20, 2019 (approximately 50 blasts during this period)
- Shipping Schedule*: March 18, 2019 – December 31, 2019

*Please note that the shipping schedule varies throughout the season. Ship loading may occur throughout the evening and night but will not require operations of the haul trucks or crusher to do so.

Should it be necessary to alter the above schedule or make changes to the equipment in use, CRH management will notify the Township of Cramahe, as far in advance as possible and will do its utmost to mitigate any impact these changes may have. In the event of an emergency situation such that notification cannot be provided in advance, CRH management will notify the Township of Cramahe as soon as possible.



CRH Canada Group Inc.

P.O. Box 160
176 Victoria Beach Rd.
Colborne, Ontario
K0K 1S0 Canada

www.crhcanada.com

We trust that you will find this information helpful and encourage you to contact me directly, should you have any questions. We are pleased to provide an annual update to this letter at the commencement of each calendar year. We look forward to continuing to work with you, the Township of Cramahe Council and the community and to keep you apprised of the activities at the CRH Ogden Point Quarry.

Yours sincerely,

A handwritten signature in grey ink that reads "Nicole Bellissimo".

Nicolle Bellissimo, M.Sc.
Environmental Manager
CRH Canada Group Inc.

M: 416-560-9573
E: nicolle.bellissimo@ca.crh.com

***cc: Township of Cramahe Council, Ogden Point Quarry Community Advisory Panel,
Sefton Grell (CRH), Chafik Bentchicou (CRH), Raul Morales (CRH), Barb Smith
(CRH)***

January 13, 2019



Mayor Mandy Martin
Deputy Mayor Sandra Arthur
Township of Cramahe

Re: **Correction** to my letter of December 29, 2018 – Marijuana Facility in Lakeport

In the above letter I referenced the following quotes: “prison like facility, and that safety, well-being & quality of life also matters” and “After looking at what we know about this operation, the Lakeport location has too many drawbacks. If Council wants to allow Sharpshooter to build, they should make them go to the Industrial Park”.

At the time of writing my letter it was my understanding that those comments were made by Himanshu Katyal in a Cramahe Planning Report. I now realize that understanding to be incorrect and that these comments were those of another person.

Please accept my apology.

Sincerely,

Femma Norton
162 Ontario Street
Lakeport, ON K0K 1S0

cc—Mayor John Logel, Alnwick/Haldimand
Deputy Mayor Gail Latchford, Alnwick/Haldimand

CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW NO. 2019-08

A By-law to authorize the execution of an agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Community Safety and Correctional Services and the Corporation of the Township of Cramahe for the provision of Police Services under Section 10 of the Police Services Act, R.S.O. 1990, c.p.15

WHEREAS the Council of the Township of Cramahe deems it necessary to comply with Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15;

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c.P.15, as amended, 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 TOWNSHIP OF CRAMAHE HEREBY ENACTS AS FOLLOWS:

- 1. **THAT** the Corporation of the Township of Cramahe enter into an Agreement with the Ministry of Community Safety and Correctional Services, and that the said contract shall be known as Schedule “A” attached hereto to this By-law.
- 2. **THAT** the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporation Seal thereto.
- 3. **THAT** this By-law shall come into full force and effect on the date of final passage hereof at which time all By-laws and/or resolutions that are inconsistent with the provisions of this By-law and the same are hereby repealed or rescinded insofar as it is necessary to give effect to the provisions of this By-law.

By-law read a first, second and third time and finally passed this 22nd day of January, 2019.

Mayor, Mandy Martin

Clerk, Julie Oram

The term of this Agreement, made in 2 originally executed copies, is from the 01st day of January 2019, to the 31st day of December 202X.

**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
MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES**

(“Ontario”)

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE
(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) Pursuant to Order-in-Council 497/2004, the powers assigned to the Solicitor General in law, including those set out in the *Police Services Act*, have been transferred to the Minister of Community Safety and Correctional Services; therefore, all references to the Minister of Community Safety and Correctional Services shall be deemed to include the powers previously exercised by the Solicitor General;
- (d) 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, dated XXXX (attached as Schedule “A”);
- (e) 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 October 09, 2018 (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 Cramahe 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 Northumberland 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) Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to 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 Northumberland 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 Cramahe
 - (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 Minister of Community Safety and Correctional Services, 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 Cramahe, 1 Toronto Street, P.O. Box 357, Colborne, Ontario, K0K 1S0, or by fax to (905) 355-3430
 - (d) by mail to the Board addressed to: The Township of Cramahe Police Services Board, 1 Toronto Street, P.O. Box 357, Colborne, Ontario, K0K 1S0, or by fax to (905) 355-3430

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 2019, and shall conclude on the 31st day of December 202X.
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 Minister of Community Safety, Ministry of Community Safety and Correctional Services has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Minister of Community Safety

FOR THE MUNICIPALITY

Township of Cramahe

Mayor

Clerk

Date signed by the Municipality _____

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”

PROPOSAL FOR POLICE SERVICES

THE CORPORATION OF THE TOWNSHIP OF CRAMAHE

BY-LAW 2019-09

Being a By-law to Confirm the proceedings of the Corporation of the Township of Cramahe Council at its Meeting held Tuesday, January 22, 2019

The Council of the Corporation of the Township of Cramahe hereby ENACTS as follows:

- 1) That the actions of the Council of the Corporation of the Township of Cramahe in respect of:
 - a) each report, motion, resolution or other action passed, taken or adopted by Council at this meeting, is hereby adopted, ratified and confirmed as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
- 2) That the Mayor and the proper officers of the Corporation of the Township of Cramahe are hereby authorized and directed to do all things necessary to give effect to the said action of the Council referred to in Section 1.
- 3) The Mayor, or in the absence of the Mayor, the Deputy-Mayor and the Clerk, or in the absence of the Clerk, the Deputy- Clerk.
 - a) are authorized and directed to execute all documents necessary to the action taken by Council as described in Section 1; and
 - b) are authorized and directed to affix the seal of the Corporation of the Township of Cramahe to all such documents referred to in Section 1.
- 4) This By-Law comes into force on the day upon which it is enacted.

Enacted and passed this 22nd day of January, 2019.

MAYOR, Mandy Martin

CLERK, Julie Oram