



**The Corporation of the Town of Orangeville  
Council Chambers  
87 Broadway Orangeville Ontario**

**Finance and Administration Committee  
Budget Meeting  
Agenda**

**March 23, 2015 – 5:30 p.m.**

- 1 Call to Order**
- 2 Disclosures of (Direct or Indirect) Pecuniary Interest**
- 3 Approval of Agenda**
- 4 Adoption of Minutes of Previous Meetings**

The minutes of Finance and Administration Committee Budget Meetings held on March 2 and March 9, 2015.

- 5 Question Period**
- 6 Operating Budget**
- 6.1 Costing Request for Ontario Provincial Police Provision of 9-1-1 Central Emergency Reporting Bureau (CERB) Services (A19)**

Correspondence from the Ontario Provincial Police Municipal Policing Bureau, dated March 11, 2015, with respect to Costing request for 9-1-1 Central Emergency Reporting Bureau (CERB) Services.

**Recommendation:**

**That the correspondence from the Ontario Provincial Police Municipal Policing Bureau, dated March 11, 2015, with respect to Costing request for 9-1-1 Central Emergency Reporting Bureau (CERB) Services, be received;**

**And that the costing request response for 9-1-1 Central Emergency Reporting Bureau (CERB) Services for Dufferin County be referred to the Police Services Board for review and comment and to local area municipalities and the County of Dufferin for information.**

## **6.2 Committee Discussion – Operating Budget**

### **7 Operating Budget Approval**

**Recommendation:**

**That the 2015 Operating Budget be referred to Council for approval.**

### **8 Adjournment**



The Corporation of the Town of Orangeville  
Council Chambers  
87 Broadway, Orangeville, Ontario

**Minutes**  
**Finance and Administration Committee Budget Meeting**

March 2, 2015 – 7:00 p.m.

**Members Present**

Mayor J. Williams  
Deputy Mayor W. Maycock  
Councillors: S. Bradley  
G. Campbell  
N. Garisto  
D. Kidd  
S. Wilson

**Staff Present**

Mr. E. Brennan, Acting CAO and Director of Parks and Recreation  
Ms. S. Greatrix, Clerk  
Mr. V. Douglas, Director of Building and By-law Enforcement  
Ms. D. Fraser, Chief Librarian  
Mr. D. Jones, Director of Public Works  
Fire Chief A. Macintosh, Orangeville Fire Services  
Mr. B. Parrott, Treasurer  
Ms. N. Tuckett, Director of Economic Development, Planning  
and Innovation  
Ms. S. Duncan, Communications Manager  
Ms. J. Gohn, Manager Human Resources  
Mr. J. Hall, IT Manager  
Mr. R. J. Lackey, Manager, Operations & Development  
Ms. K. Mills, Deputy Treasurer  
Ms. R. Phillis, Manager, Economic Development

**Call to Order**

The Chair, Councillor Garisto, called the meeting to order at 7:00 p.m.

## **Adoption of Agenda**

### **1 Moved by Councillor Bradley**

**That the agenda of March 2, 2015 be approved.**

**Carried.**

### **Disclosures of (Direct or Indirect) Pecuniary Interest**

None.

## **Adoption of Minutes of Previous Meetings**

The minutes of the Finance and Administration Committee Budget Meeting held on February 23, 2015, were presented.

### **2 Moved by Councillor Bradley**

**That the minutes of the Finance and Administration Committee Budget Meeting held on February 23, 2015, be adopted.**

**Carried.**

## **Question Period**

Alan Toms, 10 Sunset Drive, L9W 2G9, commented that after eight meetings, the budget savings amount to approximately \$8,000 and questioned why the cost of living allowance for non-union staff was approved at 1.75%. Mr. Toms urged Council to act in the best interests of taxpayers and residents and stated that the hydro dividend should be returned to customers and taxpayers, not used to reduce taxes.

## **Capital Budget**

### **2015 Proposed Capital Budget**

Mr. B. Parrott, Treasurer, reviewed the status of the 2015 proposed Capital Budget and capital projects approved to date.

### **Vehicles – Replacement of Truck 16 (\$43,000) and Truck 8 (\$53,000)**

Budget Briefing Note, January 30 2015, Mr. R. J. Lackey, Manager, Operations & Development, was presented.

### **3 Moved by Councillor Campbell**

That \$43,000 for the replacement of Truck 16 be included in the 2015 capital budget;

And that \$53,000 for the replacement of Truck 8 be included in the 2015 capital budget.

**4 Moved by Deputy Mayor Maycock**

**That the motion be amended to reflect that the cost of Truck 16 and Truck 8 be funded from the tax levy.**

**Carried.**

The Chair then called the vote on the main motion as amended:

**That \$43,000 for the replacement of Truck 16 be included in the 2015 capital budget, to be funded from the tax levy;**

**And that \$53,000 for the replacement of Truck 8 be included in the 2015 capital budget, to be funded from the tax levy.**

**Carried.**

**First Avenue Watermain/Sewer Replacement and Road Reconstruction  
(\$2,109,674)**

Budget Briefing Note, February 2, 2015, Ms. H. McGinnity, Manager, Environmental Services, was presented.

**5 Moved by Councillor Bradley**

**That \$2,109,674 (\$138,882 from Reserves, \$72,086 Water/Wastewater Rates, \$1,898,706 grant) for the First Avenue Watermain/Sewer Replacement and Road Reconstruction be included in the 2015 capital budget;**

**And that the \$138,882 drawn from Reserves be included as a mandatory payment in the 2016 capital budget.**

**Carried.**

**Sponsors – Scoreboard, Soccer Nets and Gator Utility Vehicle**

**6 Moved by Councillor Bradley**

That the proposed Committee of Service Clubs, if formed, or the Recreation Committee, seek sponsors for the scoreboard, soccer nets and gator utility vehicle and if successful, then these funds come back to Council for reallocation to another project;

And that the cost of the scoreboard, soccer nets and gator utility vehicle be paid out of the tax levy.

Charles McCabe, 90 Lawrence Avenue, L9W 4J2, advised Council that the service clubs had met but a committee has not yet been formed. Mr. McCabe further advised that service clubs generally do not carry a surplus from year to year and if Council is considering approaching the service clubs for funding assistance, they should plan for 2016-2017.

The Chair called the vote on the motion.

Defeated

**Score Board (\$10,000) and Soccer Nets (\$20,000)**

7 Moved by Deputy Mayor Maycock

That \$10,000 for Project No. 24 (Replace Scoreboard) and \$20,000 for Project No. 26 (Soccer Nets) be funded from the tax levy instead of gas tax.

Defeated

**Wayfinding Signage (\$25,000), Score Board (\$10,000) and Soccer Nets (\$20,000)**

8 Moved by Deputy Mayor Maycock

That \$25,000 for Project No. 28 (Wayfinding Signage), \$10,000 for Project No. 24 (Replace Scoreboard) and \$20,000 for Project No. 26 (Soccer Nets) be funded from the tax levy instead of gas tax to free up approximately \$55,000 of gas tax funds for roads projects.

Carried.

**Pumper/Tanker Truck (\$257,500)**

9 Moved by Councillor Kidd

That the \$257,500 for a pumper/tanker truck (project #10) be eliminated from the 2015 capital budget.

Alan Toms, 10 Sunset Drive, L9W 2G9, questioned what the Town Fire Department is currently doing to support outside areas, whether the existing equipment is no longer functioning and if it is necessary to pay for maintenance and repairs on a vehicle that is to be replaced.

Chief A. Macintosh, Orangeville Fire Department, advised that the existing tanker needs to be replaced because of age, that the replacement vehicle will take 2½ years to build with half the cost to be paid in 2015 and half in 2016.

The Chair called the vote on the motion.

Defeated

### **Back Lanes**

- 10 Moved by Councillor Wilson

That Project No. 35 (Back lane 2N3), No. 42 (Back Lane 3E3), No. 55 (Lane 3E4) and the laneway running north and south parallel to First and Second Streets to Fourth Avenue, be included in the 2015 capital budget.

Defeated

### **Morgandale Avenue (\$190,000)**

- 11 Moved by Councillor Garisto

**That \$190,000 for the reconstruction of Morgandale Avenue (Project #38) be included in the 2015 capital budget with \$20,000 to be drawn from Reserves.**

**Carried.**

**[Note: This motion was subsequently amended to have the project funded entirely from tax levy and gas tax funds, with no draw from Reserves.]**

Meeting Recessed.

(Time: 8:53 p.m.)

Meeting Reconvened.

(Time: 9:00 p.m.)

### **West Sector Reservoir Project (\$364,000)**

- 12 Moved by Councillor Bradley

**That consideration of Project No. 80 (Commerce Road Standpipe, Valve Replacements –\$25,000) and Project No. 81 (Commerce Road Standpipe,**

**Cleaning/Painting – \$339,000) be deferred and that \$364,000 for the West Sector Reservoir Project be included in the 2015 capital budget.**

**Carried.**

### **Capital Budget Approval**

**13 Moved by Deputy Mayor Maycock**

**That the 2015 Capital Budget be referred to Council for approval and that the \$190,000 for the reconstruction of Morgandale Avenue (Project #38) be funded entirely from the tax levy and/or gas tax with no draw from Reserves.**

**Carried.**

### **Operating Budget**

#### **Tax Rate Calculator**

Mr. B. Parrott, Treasurer, advised Council that at this point in their budget deliberations, the tax rate calculator reflected a tax increase of .61%.

#### **Enhanced Services/Initiatives**

<b>Asset Management Plan</b>	<b>\$30,000</b>
------------------------------	-----------------

**14 Moved by Councillor Bradley**

**That \$30,000 for the Asset Management Plan be included in the 2015 Operating Budget**

**Carried.**

**15 Moved by Councillor Wilson**

**That the remaining items on the list of Enhanced Services/Initiatives be approved:**

<b>Records Management</b>	<b>\$31,000</b>
<b>Communications Staff Resources</b>	<b>\$16,095</b>
<b>HR Increase in Hours</b>	<b>\$13,421</b>
<b>Budget Software</b>	<b>\$15,000</b>
<b>GIS Technician and Hard/Software</b>	<b>\$29,626</b>
<b>Opera House Management</b>	<b>\$6,000</b>
<b>Cameras – Fire</b>	<b>\$3,800</b>

<b>Fire Prevention Officer</b>	<b>\$43,663</b>
<b>Increase in Legal Fees</b>	<b>\$60,000</b>

In response to requests from members of Council, the Chair called a separate vote on each item.

<b>Records Management</b>	<b>\$31,000</b>	<b>Carried.</b>
<b>Communications Staff Resources</b>	<b>\$16,095</b>	<b>Carried.</b>
<b>HR Increase in Hours</b>	<b>\$13,421</b>	<b>Carried.</b>
<b>Budget Software</b>	<b>\$15,000</b>	<b>Carried.</b>
GIS Technician and Hard/Software	\$29,626	Defeated.
<b>Opera House Management</b>	<b>\$6,000</b>	<b>Carried.</b>
<b>Cameras – Fire</b>	<b>\$3,800</b>	<b>Carried.</b>
Fire Prevention Officer	\$43,663	Defeated.
Increase in Legal Fees	\$60,000	Defeated.

**Legal Services**

16 Moved by Councillor Garisto

That a tender for legal services be issued.

Mr. E. Brennan, Acting CAO and Director of Parks and Recreation, advised that staff intend to review the provision of legal services and status and report back to Council.

Councillor Garisto withdrew his motion.

**Items to Consider**

<b>Credit Valley Explorer</b>	<b>\$42,000</b>
-------------------------------	-----------------

17 Moved by Councillor Bradley

**That \$42,000 for Credit Valley Explorer/Cando funding be included in the 2015 Operating budget.**

Darrin Davidson, 7 Woodvale Court, L9W 5B5, questioned the net value added by spending the \$42,000 and timelines for infrastructure improvements.

Ms. R. Phillips, Manager, Economic Development, advised that the timelines will be determined by Council and that the Credit Valley Explorer hosts about 32,000 visitors per year, resulting in an economic impact of \$1.9 million in visitor spending, the creation of 22 jobs and \$779,000 in labour income, and noted it was not possible to quantify the benefit of the proposed \$42,000.

The Chair called the vote on the motion.

**Carried.**

<b>Infrastructure Reserve</b>	<b>\$1,081,255</b>
-------------------------------	--------------------

**18 Moved by Councillor Wilson**

**That a contribution of \$1,081,255 to the Infrastructure Reserve be included in the 2015 Operating Budget.**

James Jackson, 50 Carleton Drive, L9W 2X9, voiced his concern about increasing taxes and the impact on individuals living on a fixed income.

Alan Toms, 10 Sunset Drive, L9W 2G9, suggested that if Council intends to contribute money to Reserves, then other budget items should be reduced.

Mark Whitcombe, 34 Blind Line, L9W 3A5, noted that reserves are insurance for the Town and urged Council to maintain and increase the reserves.

**The Chair called the vote on the motion.**

**Carried.**

<b>Community Initiatives Reserve</b>	<b>\$20,000</b>
--------------------------------------	-----------------

**19 Moved by Councillor Bradley**

That the \$20,000 Community Initiatives Reserve be allocated to either the Sustainability Plan or Parking Study

**Defeated.**

## **Adjournment**

**20 Deputy Mayor Maycock**

That the meeting adjourn.

(Time: 10:46 p.m.)

**Carried.**

---

Councillor Nick Garisto, Chair

---

Susan Greatrix, Clerk



The Corporation of the Town of Orangeville  
Council Chambers  
87 Broadway, Orangeville, Ontario

**Minutes**  
**Finance and Administration Committee Budget Meeting**

March 9, 2015 – 8:26 p.m.

**Members Present**

Mayor J. Williams  
Deputy Mayor W. Maycock  
Councillors: G. Campbell  
S. Bradley  
N. Garisto  
D. Kidd  
S. Wilson

**Staff Present**

Mr. E. Brennan, Acting CAO, Director of Parks and Recreation  
Ms. S. Greatrix, Clerk  
Mr. V. Douglas, Director of Building and By-law Enforcement  
Ms. D. Fraser, Chief Librarian  
Mr. D. Jones, Director of Public Works  
Chief A. Macintosh, Orangeville Fire Department  
Ms. N. Tuckett, Director of Economic Development, Planning and  
Innovation  
Mr. B. Parrott, Treasurer  
Ms. J. Gohn, Manager Human Resources  
Mr. J. Hall, IT Manager  
Ms. H. McGinnity, Manager Environmental Services  
Ms. K. Mills, Deputy Treasurer  
Ms. R. Phillips, Manager Economic Development  
Ms. D. Armstrong, IT Technician  
Ms. B. Kelly, Communications

**Call to Order**

The Chair, Councillor Garisto, called the meeting to order at 8:26 p.m.

**Disclosures of (Direct or Indirect) Pecuniary Interest None.**

**Adoption of Minutes of Previous Meetings**

The minutes of the Finance and Administration Committee Budget Meeting held on February 23, 2015, were presented.

**1 Moved by Councillor Wilson**

**That the minutes of the Finance and Administration Committee Budget Meeting held on February 23, 2015, be adopted.**

**Carried.**

**Question Period**

Alan Toms, 10 Sunset Drive, L9W 2G9, commented that the budget is higher than it needs to be and suggested Council look at budgets with the objection to not increase taxes in any given year. Mr. Toms questioned the justification for a 1.75% cost of living increase for non-unionized staff, asked Council to deny increases that don't make sense and urged Council to act as a team in a professional, unified manner.

Bryden Croft, 24 Carlton Drive, L9W 2X9, voiced his concern that as a youth, he will not be able to afford to live in the community in the future as taxes are already very high, noting it would mean less business, fewer business opportunities and few jobs.

Robert Lundy, 4 Alexander Street, L9W 2K8, asked Council to re-think the budget and how taxpayers' money is spent.

Chris Goulard, 90 Glengarry Road, L9W 5E1, advised that he had lived in Orangeville for 12 years, and although his taxes have increased 105% he does not believe he is getting value for his money.

At the request of Deputy Mayor Maycock, Mr. B. Parrott, Treasurer, explained that taxes are a combination of the tax rate and increase in assessment from the general re-assessment applied annually by the Municipal Property Assessment Corporation, and that if the assessed value of a property goes up, the tax rate could remain the same but the owner would pay more.

Mr. Goulard suggested that people are moving out of Orangeville because of the high tax rate and services are decreasing.

Melissa Cauley, 6 Lakeview Court, L9W 4P3, advised that she was the owner of the van hit by a Town-owned snowplow and expressed her disappointment that Council had not voted to help her financially.

Susan Sherman, 106 Benjamin Crescent, L9W 5J3, asked Council to consider employment and accessibility to post-secondary education, suggesting that the recreation centres should be expanded as community hubs with comprehensive integrated programs.

Trevor Castiglione, 87 John Street, L9W 2R1, expressed his concern that tax increases are making it difficult for individuals to function and live in Orangeville.

Geaytan Spiteri, 15 Chapman Road, L9W 5C7, voiced his concern about taxes and suggested that Orangeville taxes for a comparably valued house are about 30% to 40% higher than in communities to the south.

## **Operating Budget**

### **Downtown Parking Study (\$15,000)**

#### **2 Moved by Councillor Bradley**

**That \$15,000 for a Downtown Parking Study be included in the 2015 Operating Budget.**

**Carried**

### **Reductions/Inclusions in 2015 Operating Budget**

#### **3 Moved by Mayor Williams**

That the following items or amounts be removed from or included in the 2015 Operating Budget, for a net reduction of \$71,089:

<b>Department</b>	<b>Remove/Reduce</b>	<b>Amount</b>
Treasury	Printing	\$ 1,300
Communications	Printing/Copying	1,000
Human Resources	Salary FT OT	3,715
Human Resources	Office Equipment	1,200
Parks and Recreation	Various Items	7,000
Parks and Recreation	Transfer to Reserve	5,000
Parks and Recreation	Fleet Fuel	3,000
Planning/Economic Development	Theatre Orangeville	6,000
Corporate Allocation	Rates and Fees Study	12,500
Communications	Tree Sculpture Brochure	6,000
Public Works	Tree Planting	10,000

Information Technology	Internet	5,000
Information Technology	Professional Services	5,000
Public Works (Reduction)	Catch Basins	15,000
Public Works (Reduction)	Road Resurfacing	9,000
Public Works (Reduction)	Tree Maintenance	10,000
Public Works (Reduction)	Emerald Ash Borer	22,000

<b>Department</b>	<b>Include</b>	<b>Amount</b>
Planning/Economic Development	GIS Technician	\$ 29,626
Fire	Fire Prevention Officer	22,000

**Carried.**

### **Next Finance and Administration Committee Budget Meeting**

By consensus, the Committee agreed that a Finance and Administration Budget Meeting would be held at 5:30 p.m. on Monday, March 23, 2015.

### **Adjournment**

#### **4 Moved by Deputy Mayor Maycock**

**That the meeting adjourn.**

**(Time: 10:53 p.m.)**

**Carried.**

---

Councillor Nick Garisto, Chair

---

Susan Greatrix, Clerk

Ontario  
Provincial  
Police

Police  
provinciale  
de l'Ontario



Municipal Policing Bureau  
Bureau des services policiers des municipalités

777 Memorial Ave. 777, ave Memorial  
Orillia ON L3V 7V3 Orillia (ON) L3V 7V3

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

File Reference:SSC – 15-002 C

March 11, 2015

Susan Greatrix, Clerk  
Town of Orangeville  
87 Broadway  
Orangeville, ON L9W 1K1

**RE: Costing Request: 9-1-1 CERB Services for Dufferin County**

This correspondence will confirm the annual costs for the provision of OPP 9-1-1 CERB Services to Dufferin County, including the Townships of Amaranth, East Garafraxa, Melancthon, Mono, Mulmer, the Towns of Shelburne, Grand Valley and Orangeville, based upon a population of 56,881 is \$31,910.24.

The standard Ontario Provincial Police 9-1-1 CERB Services Agreement is based upon a five-year term and includes an option to terminate the agreement upon ninety (90) days written notice by either party. A copy has been attached to this correspondence for reference purposes.

Please be advised that the provision of 9-1-1 CERB Services to your community is contingent on your community being compliant with Bell Canada's PERS 9-1-1 regulations. 9-1-1 CERB Services will not be provided by the OPP unless Bell Canada has approved your community's request to be included in the 9-1-1 PERS system. The agreement for the provision of this service to your community from the OPP would be contingent on Bell Canada completing all necessary technical requirements to switch from your current 9-1-1 CERB Services provider. Any costs or staffing issues incurred during the transition would be the responsibility of the municipality.

The costing provided is preliminary. Should you wish to consider the OPP as your service provider for CERB Services, a more comprehensive costing process would be initiated. This would include involving Bell Canada to ensure the transfer of the services is feasible.

I have enclosed an information document, which describes the OPP provision of 9-1-1 CERB (PPSAP) Services and a sample contract template for your perusal.

Should you have any questions or concerns you may contact me at Ontario Provincial Police Headquarters in Orillia at (705) 329-6192 or through e-mail at [pamela.ford@opp.ca](mailto:pamela.ford@opp.ca).

Yours truly,

Pamela Ford, Sergeant  
Contract Analyst, Specialized Services Agreements  
Municipal Policing Bureau

c: Commander, Municipal Policing Bureau

Attachments



# **OPP PROVISION**

Of

## **9-1-1**

# **CENTRAL EMERGENCY REPORTING BUREAU (CERB) SERVICES**

## **OPP 9-1-1 CERB Services**

The Ontario Provincial Police (OPP) has over ninety years of experience in providing services to municipalities throughout the Province of Ontario. Many of the services, including policing, communications and 9-1-1 Central Emergency Reporting Bureau (CERB), are provided under contract.

Trained personnel have expertise in both call taking and dispatch functions and are available to provide 9-1-1 CERB services 24 hours per day, seven days per week.

Presently, the OPP has over 80 contracts for 9-1-1 CERB Services (also known as PPSAP; Primary Public Safety Answering Point), with municipalities and Local Services Boards across Ontario.

If a Municipality chooses to accept an OPP contract for the provision of 9-1-1 CERB services, the resources of the Provincial Communications Centre will focus on meeting the needs of the Municipality, as set out in the contract.

Advantages to the Municipality include:

- assurance of the adequacy of the service;
- utilization of effective, state of the art technology;
- service provided at a defined cost.

The following information contained in this document describes CERB services as provided by the OPP.

## **Technical and Operational Information**

### **Provincial Communications Centres Providing Call Reception**

A Provincial Communication Centre is the incoming call centre and acts as the primary interface between the public and the OPP for both routine and emergency calls, including 9-1-1. The OPP currently operate five (5) Provincial Communication Centres in Ontario. All OPP Provincial Communication Centres operate in compliance with the provisions of Ontario Regulation 3/99 governing the adequacy and effectiveness of police services (Adequacy Standards). The OPP currently provides 9-1-1 CERB services to numerous municipalities throughout the province.

The OPP will provide year-round 9-1-1 CERB services to the Municipality, 24 hours per day through one of two Provincial Communication Centres. The North Bay Provincial Communication Centre is designated as the primary call reception centre, with the Orillia Provincial Communication Centre serving as the backup location. This will be required as part of the Bell conversion (cutover) plan. Staff and system requirements necessary for the provision of this service to the municipality will be available upon acceptance of the OPP as the provider of CERB services. 9-1-1 calls will be answered and directed to the various public safety agencies within the municipality's PERS E9-1-1 service. In order to accommodate 9-1-1 CERB responsibilities for the municipality, Bell PERS will be required to install circuits to direct the calls appropriately to the OPP. This work will be done without any cost to the municipality as part of a cutover plan.

### **Staffing of Provincial Communication Centres**

The OPP staffs all of its Provincial Communication Centres, including the North Bay location, with OPP personnel, both civilian and uniform. The OPP also manages all of the personnel and equipment in these facilities required to receive and process all emergency calls directed to the CERB. A Provincial Communication Centre is normally staffed based on historical workloads and software that identifies the number of required personnel to adequately meet the OPP Grade-of-Service target. During normal operations the call-taker and dispatcher functions are separated, although all operators are trained to perform either role. On-duty senior civilian Communication Operators and Sergeant Team Leaders provide full time supervision and support.

In addition all OPP Provincial Communication Centres, including the North Bay CERB location, have a Sergeant Team Leader on duty at all times (24 hours a day, 365 days a year) to provide full time supervision and support.

The OPP is thoroughly familiar with the operation of the PERS E9-1-1 system, as it is a part of normal day-to-day operations. The OPP provides 9-1-1 downstream services for most PERS E9-1-1 services throughout the province and is also a major public safety agency providing police services throughout the province. As such, our personnel have considerable experience in dealing with emergent situations and serving the public

directly. This experience and fundamental orientation will be of benefit to the citizens of the Municipality.

### **Training**

The provision of communications is a mission critical service for the OPP and as such, considerable resources and training are dedicated to these functions. A quality assurance program is being implemented to ensure employees are adequately trained and standard operating procedures are adhered to. All applicants for OPP communication operator positions are subjected to a rigorous screening process involving interviews, testing (C.O.M.E.T.), grammar and computer skills; and security checks. Once hired, they receive extensive training in a classroom environment, followed by practical training in the Provincial Communication Centre, and are matched with a peer monitor during their initial transition. The operation of PERS E9-1-1 is performed utilizing the Bell Canada Standards Manual. The OPP is a primary and secondary CERB provider for numerous 9-1-1 services and operates in this environment continually.

### **Standards**

The OPP operation is guided by OPP Standard Operating Procedures that incorporates the Bell Canada Standards Manual. These procedures are applied consistently to all OPP 9-1-1 customers. The OPP currently has a service level objective of answering 95% of all 9-1-1 calls within 2 rings. This performance level is normally exceeded. Performance of all call answering activity is measured and reviewed daily. The 9-1-1 CERB calls are the highest rated priority in the system and are always answered first.

Note: The standard ringing cycle is 6 seconds and is fixed by the telephone company. Accordingly, the maximum time for 2 ringing cycles is 12 seconds from start to finish.

Each Provincial Communication Centre is equipped with digital reader-boards that display the number of calls waiting in the queues and the time for the longest outstanding call. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Team leaders continually monitor call activity and assign duties as required by the situation. When call activity is consistently high, built in Automatic Call Distribution (ACD) provides system flexibility, allowing communicator team leaders to re-assign call taking duties to address call volume fluctuations. During peak periods the reader boards are programmed to sound an audible alarm at preset limits showing the number of calls waiting and the time for the longest outstanding call. Immediately upon an alarm sounding, prompt action is taken to address the situation to relieve pressure. Use of this equipment facilitates efficiencies in call answering.

## **Redundancy and Back-up Sites**

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with the same types of equipment and provide equivalent operation and service.

Telephones: Within each Provincial Communication Centre, there are two (2) telephone systems that back up each other, totaling four (4) systems. The main Nortel Meridian M61C system includes redundant CPU memory and network, and is supported by a back-up Meridian M11C and a Symposium Call Centre Server ACD that provides full functionality for call-taking and dispatch operations in the event of a main M61C system failure. The systems can be transferred from one to the other, either automatically or manually, as the situation requires.

Power Supply: Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Uninterrupted Power Supply (UPS) systems. Power to the Provincial Communication Centre is provided through banks of batteries, which are continually recharged by AC power. In the event that a failure of AC power occurs, a diesel-powered motor/generator set activates and continues to charge the battery system. This design promotes a stable environment enhancing the operation of computer systems. Either Provincial Communication Centre is capable of remaining on line indefinitely, provided fuel for the generators is maintained. Even without recharging, the battery system was designed to provide power to the Provincial Communication Centre for a minimum of twelve hours.

Back Up Site: The operation of a Provincial Communication Centre is mission critical to the OPP. The OPP has developed plans to deal with various system failures or disasters. There are several options to deal with emergent situations up to and including transferring all operations to the back-up location. This includes PERS E9-1-1 service (CERB and secondary) and regular OPP direct dial services via 888-310-1122/33.

It should also be noted the telephone company services (regular Central Office and PERS E9-1-1) for both the Orillia and North Bay Provincial Communication Centres are provided via a fiber ring that provided redundant access from the local Bell Central Office. Both locations are also served by different Bell DMS switching systems.

## **Multi-Language/Hearing-Voice Impaired Calls**

All 9-1-1 calls are initially addressed in English. However, there are personnel on staff within the Provincial Communications Centre on each shift who are conversant in the French language. The OPP will respond, as provided by the French Language Services Act, to both verbal inquiries and written correspondence received in French.

The OPP is a subscriber to Language Line Services (formally AT&T Language Services) and regularly uses this service to access translation services. Each Provincial Communication Centre is equipped with two (2) TDD/TTY devices, which are connected to the telephone systems and PERS E9-1-1 calls can be transferred as required. These

devices are also utilized by the OPP to provide similar service through the direct dial 1-888-310-1133 number.

### **Multi-Channel Digital Logging Equipment**

Both the primary CERB (the North Bay Provincial Communication Centre) and the back-up location (the Orillia Provincial Communication Centre) are equipped with Multi-Channel Digital Logging equipment. Multi channel digital recorders also provide continuous long-term storage on a 24-hour per day basis. The logger recordings are retained on compact discs in a secure environment at the Provincial Communications Centres. The OPP utilizes the Digital Voice Disc (DVD) recorder system, which allows instantaneous access to all communications, including 9-1-1 calls within the Provincial Communications Centre. This includes, but is not limited to, queries about conversations over the radio system, tape requests, concerns from officers and dispatchers/call takers, and allows for the auditing of calls for quality control purposes. Records are retained for a five (5) year period. DVD recordings of 9-1-1 related calls are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

### **Automatic Number/Location Identification Equipment (ANI/ALI)**

All communicator consoles are equipped with Informer panels for display of ANI/ALI data. All Bell PERS E9-1-1 ANI/ALI data and associated information received with each individual E9-1-1 call is recorded on a hard copy printer. The PERS printer records are also kept in a secure environment at the Provincial Communication Centre with a retention period of 180 days. The OPP only record the portion of the call where they are the Agency in control. Once the call has been transferred to the appropriate agency, it is no longer recorded by the OPP. The OPP is responsible for its own operations and can accommodate the reception of ANI/ALI data. The ANI/ALI data will continue to be downloaded automatically to all secondary CERB agency systems as part of their interface to PERS E9-1-1, including the Ministry of Health. Bell is the provider of ANI/ALI data. The OPP will use the PERS system to pass ANI/ALI data on to any other agency that has the capability to receive it.

The OPP does not manually log any calls. PERS E9-1-1 printer records are the property of the OPP and no ownership can be accorded to the Municipality. These records contain other proprietary information.

The OPP is prepared to provide to authorized individuals, copies of PERS printer data and /or copies of audio recordings, as it directly pertains to the Municipality's CERB operation for purposes of civil litigation and/or criminal proceedings. Requests for such information must be received in writing at least 5 days prior to the end of the 180 day retention period, in the case of PERS printer records, or at least 5 days prior to the end of the five (5) year retention period in the case of audio recordings. The OPP will retain the originals until such proceedings are complete.

### **Online Conferencing**

The Bell PERS system has a maximum conference capability of three (3) parties. In operation, the CERB will conference the originating 9-1-1 caller to the requested service (police/fire/ambulance). It is then the responsibility of the secondary CERB that receives the 9-1-1 call from the CERB, to manage the situation and conference others as required. The OPP can add a fourth party (i.e. Language Line Services) via the Meridian conference feature.

### **Reports**

The OPP will provide reports, the frequency of which shall be monthly or as determined in consultation with the Municipality, which will show the overall efficiency of the CERB operation in answering 9-1-1 calls and the volume of calls handled for the Municipality.

The OPP notifies Bell of any identified addressing errors related to the ANI/ALI addressing database. As a standard practice, the OPP reports any noted failures of the PERS system to Bell Canada.

### **Costs**

The OPP determines the costs for this service based on the population of the community. The annual rate per capita is \$0.561.

### **Additional Charges:**

The per capita rate shall remain constant for the term of the Agreement for CERB Services. The annual rate shall be reviewed at the end of every calendar year the Agreement is in effect. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the OPP the revised annual rate. The OPP shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.

### **Allowances for business interruptions:**

Due to the equipment redundancy and back-up provisions, the OPP do not expect any disruption to CERB service. To date there has been no service interruptions to CERB services that are attributable to the OPP. The OPP have committed significant resources to the telecommunications infrastructure to prevent disruptions and consequently are not offering any monetary allowances.

Template for O.P.P.  
911 CERB Services Agreement

This Agreement made in four (4) originally executed copies.

**AGREEMENT FOR THE PROVISION OF 9-1-1 CERB SERVICES**

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO as  
represented by the MINISTRY OF COMMUNITY SAFETY  
AND CORRECTIONAL SERVICES  
on behalf of the ONTARIO PROVINCIAL POLICE**

(“O.P.P.”)

**OF THE FIRST PART**

**AND:**

**THE CORPORATION OF THE \_\_\_\_\_  
(the “Municipality”)**

**OF THE SECOND PART**

**RECITALS:**

- A. WHEREAS** Bell Canada has entered into an agreement with the Municipality to provide the Municipality with a 9-1-1 Public Emergency Reporting Service – Ontario;
- B. AND WHEREAS** it is the obligation of the Municipality under its agreement with Bell Canada to ensure that a Central Emergency Reporting Bureau serves the Municipality;
- C. AND WHEREAS** the Municipality is permitted under its agreement with Bell Canada to contract with a third party for the management and operation of the Central Emergency Reporting Bureau;
- D. AND WHEREAS** the Municipality wishes to contract with the O.P.P. for the management and operation of the Central Emergency Reporting Bureau;
- E. AND WHEREAS** the Municipality confirms its adherence to this Agreement by executing it, as provided for herein, and providing the O.P.P. with a certified copy of the resolution or by-law authorizing it entering into this Agreement;

**NOW THEREFORE**, in consideration of the promises and covenants herein, the Parties agree as follows:

- 0.1 The Parties warrant that the recitals are true.

## **1.0 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions** - For the purposes of this Agreement, the following terms have the meanings ascribed below:

“Agreement” means this agreement and Schedule “A”, which is attached to, and forms part of this Agreement.

“ALI” means an automatic location identification, which consists of a database feature that displays, to the CERB and Remote Agencies, address and location data with respect to a telephone line from which the 9-1-1 Call originates.

“ANI” means an automatic number identification, which consists of a database feature that displays the telephone number of the primary exchange service that originates the 9-1-1 Call to the CERB.

“Call Control” means a feature that allows the 9-1-1 call taker at the CERB to maintain control of the line upon which the 9-1-1 Call was made regardless of calling-party action.

“CERB” means the Central Emergency Reporting Bureau serving the Municipality, and located at the O.P.P. Provincial Communications Centre (PCC), which is the first point of reception by the O.P.P. of 9-1-1 Calls.

“Director” means the Director of Provincial Communication Operations, Communications and Technology Services Bureau.

“ESZ” means an Emergency Services Zone, which is a geographic area served by a Remote Agency in the Municipality.

“Party” means the O.P.P. or the Municipality, and “Parties” shall mean both of them.

“Mayor” or “Reeve” means Mayor or Reeve for the municipality.

“Remote Agency” means the communication center of a fire, police or ambulance agency, within an ESZ, to which 9-1-1 Calls are transferred from the CERB, and for which the Remote Agency is then responsible for taking appropriate action.

“Selective Routing and Transfer” means a feature that automatically routes a 9-1-1 Call to the appropriate CERB or Remote Agency based upon the ANI of the telephone line from which the 9-1-1 Call originates.

“9-1-1 Call” means a phone call received at the CERB, which requires an emergency response, typically the transfer of the call to a Remote Agency.

“9-1-1 PERS” means the Public Emergency Reporting Service – Ontario, which is a telecommunications service provided by Bell Canada pursuant to Bell Canada General Tariff Item 1400 to Municipalities for the delivery of 9-1-1 Calls to the CERB and to Remote Agencies and pursuant to the agreement between Bell Canada and the Municipality.

1.2 **Severability** - If any term of this Agreement shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.

1.3 **Section Headings** - The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

1.4 **Entire Agreement** - This Agreement constitutes the entire agreement of the Parties, with respect to the provision and operation of services as defined hereunder and supersedes any previous agreement whether written or verbal. In the event of a conflict or inconsistency between this Agreement, and a tender document such as request for proposals issued by the Municipality for the provision of services as described hereunder or the proposal that the O.P.P. submitted in response to the tender document, this Agreement shall prevail to the extent of the conflict or inconsistency.

1.5 **Amendments** – Any amendments to this Agreement shall be in writing and shall not take effect until approved in writing by both Parties.

## 2.0 **NOTICES**

2.1 **Notice** - Any notice required pursuant to this Agreement shall be in writing and delivered personally, sent by facsimile transmissions (“FAX”) or by registered mail to the following addresses:

To the Municipality.

The \_\_\_\_\_  
The Corporation of the \_\_\_\_\_ of \_\_\_\_\_  
01 Anywhere Street  
Anyplace ON (Postal Code)  
FAX: (xxx) xxx-xxxx

To the O.P.P.

Attention: Director – Provincial Communications Operations,  
Communications and Technology Services Bureau  
General Headquarters  
777 Memorial Avenue  
Orillia, Ontario  
L3V 7V3  
FAX: (705) 329-6230

Or to such other addresses either of the Parties may indicate in writing to the other. Any notice given in accordance with this Agreement shall be deemed to have been received upon delivery, if delivered personally, at the time of transmission if sent by FAX, or five (5) days after posting, if sent by registered mail.

2.2 **Notices in Writing** – All notices required under this Agreement shall be in writing.

### 3.0 **RATES AND METHOD OF PAYMENT**

3.1 The Municipality shall pay the O.P.P. for providing and operating the CERB as follows:

- (a) **Amount of Annual Rate** - The Municipality shall be charged and shall be required to pay an annual rate of \$\_\_\_\_\_ based on the Municipalities' residential population of \_\_\_\_\_ at a per capita cost of **\$0.561**. The per capita cost shall remain constant for the 5-year term of this agreement.
- (b) **Review of Annual Rate** - The annual rate specified in clause (a) of section 3.1 herein shall be reviewed at the end of every calendar year the Agreement is in effect. In the event that the residential population of the Municipality increases or decreases by more than 10% during either the previous year, or cumulatively since the date the Agreement began, the annual rate shall be adjusted accordingly for the following year, and the Municipality shall be obliged to pay the O.P.P. the revised annual rate. The O.P.P. shall determine the annual revisions to the residential population using population figures found in the latest version of the Ontario Municipal Directory, or if not found there, then in other recognized sources.
- (c) **Invoices** - The first invoice shall be issued immediately to the Municipality upon the start of the Agreement. The Municipality shall subsequently be invoiced annually at the beginning of each calendar year, and the invoice shall cover the time period for the subsequent calendar year, or portion thereof that this Agreement is in effect.
- (d) **Interest for Late Payments** – In addition to any other remedies the O.P.P. may have at law, the Municipality shall be charged and required to pay interest at the rate set by the Minister of Finance for Ontario from time to time if the O.P.P. has not received full payment from the Municipality within thirty (30) days of the date the O.P.P. issued an invoice.

#### **4.0 RESPONSIBILITIES OF THE O.P.P.**

The O.P.P. shall manage and operate the CERB and:

- 4.1 **Personnel** - Staff the CERB at a level appropriate to answer, handle and transfer 9-1-1 Calls to the appropriate Remote Agency in a manner and at a level based on typical 9-1-1 call volumes in the Municipality.
- 4.2 **Equipment** - Provide, in its operation of the CERB, terminal equipment which permits the utilization of features provided by Bell Canada to the Municipality under 9-1-1 PERS consisting of “ALI”, “ANI”, “Selective Routing and Transfer” and “Call Control” features, and such features can be adapted, where required, for callers who are hearing or voice impaired.
- 4.3 **Hours** - Operate the CERB twenty-four (24) hours a day, (7) seven days a week.
- 4.4 **9-1-1 Call Response** - Answer, handle and transfer all 9-1-1 Calls received by the CERB, and associated ANI/ALI information, to a designated Remote Agency within the proper ESZ, as deemed appropriate by CERB personnel. This shall include maintaining control of the line upon which each 9-1-1 Call is received until the 9-1-1 Call is confirmed as being transferred to the appropriate Remote Agency or until the 9-1-1 Call is terminated.
- 4.5 **Record Retention** - Retain digital voice records of all 9-1-1 Calls received at the CERB, for five (5) years and hard copy records of all Bell PERS E911 ANI/ALI printer data for one hundred eighty (180) days from the date such records are created. The O.P.P. is prepared to provide, to authorized personnel, certified copies of audio recordings and/or copies of PERS printer data, as it directly pertains to the CERB for the purposes of civil litigation and/or criminal proceedings provided the request is received no later than five days prior to the end of the retention period of the recordings or records. The O.P.P. shall retain the original recordings or records until the conclusion of any civil or criminal proceedings to which such records relate.
- 4.6 **Back up CERB** - Provide an operational back-up CERB to which 9-1-1 Calls shall be transferred at the discretion of the O.P.P. or Bell Canada in the event that the primary CERB is unable to accept the 9-1-1 Calls, except that 9-1-1 Calls shall not be transferred to the back-up CERB where call overflow occurs because of high call volumes to the primary CERB.
- 4.7 **Non-English Callers** - Make reasonable efforts to respond to 9-1-1 Calls from non-English callers, subject to the O.P.P.’s ability to access the services of a third party provider. The O.P.P. does not warrant that it shall be able to provide services to non-English callers, or that it shall be able to access such services from a third party provider.
- 4.8 **Reports** - Provide reports, the frequency of which shall be monthly or as determined by the O.P.P. in consultation with the Municipality, which show the overall efficiency of the CERB in answering 9-1-1 Calls, including the volume of 9-1-1 Calls.

## **5.0 RESPONSIBILITIES OF THE MUNICIPALITY**

The Municipality shall:

- 5.1 **Payment** - Be responsible to the O.P.P. for the amount of payment, in the manner, and within the time lines set out in Article 3.0 herein.
- 5.2 **Designate Remote Agencies** - Designate Remote Agencies for each and every ESZ in the Municipality to which the CERB shall answer, handle and transfer a 9-1-1 Call, and co-ordinate the participation of all such Remote Agencies in the manner required by this Agreement.
- 5.3 **Warranty** - Warrant and represent that each Remote Agency shall operate twenty-four (24) hours a day, seven (7) days a week and shall answer and respond to all 9-1-1 Calls directed to it from the CERB.
- 5.4 **9-1-1 PERS** - notify the O.P.P. in writing immediately upon becoming aware of any changes to 9-1-1 PERS that shall affect or are likely to affect the services the O.P.P. is offering under this Agreement, or of any changes to, or the termination or expiry of any agreement between the Municipality and Bell Canada related to 9-1-1 PERS.

## **6.0 INSURANCE AND LIMITATION OF LIABILITY**

- 6.1 **Insurance** - The Municipality and the O.P.P. shall, during the term of this Agreement, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of the same to each other or, if the Parties are self-insured, each Party shall provide to the other Party evidence that is satisfactory to that Party that the Municipality and/or the O.P.P., as the case may be, is and shall be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under the Agreement.
- 6.2 **Limitation of Liability** - Notwithstanding any other provision in this Agreement, the O.P.P. shall not be responsible or liable for any injury, death or property damage to the Municipality, its employees, subcontractors or agents or for any claim by any third party against the Municipality, its employees, subcontractors or agents arising from:
  - (a) **External Information** - The accuracy or completeness or lack thereof of any information the O.P.P. receives from the Municipality, Bell Canada or any other third party, and which the O.P.P. relies upon in providing services under this Agreement;
  - (b) **Equipment and Services** - Equipment or services provided by any other party (including the failure of any other party to provide equipment or services) which the O.P.P. uses and relies upon to provide services under this Agreement including but not limited to:

- (i) Equipment or services required to transfer services provided under this Agreement from any other party to the O.P.P.,
  - (ii) Services provided to non-English speakers who place 9-1-1 Calls,
  - (iii) Services provided by Bell Canada to the Municipality under 9-1-1 PERS; and,
  - (iv) Services provided by Remote Agencies.
- (c) **Call Volumes** - The inability of the O.P.P. to respond to 9-1-1 Calls due to call volumes that exceed the capacity of the CERB, including the equipment and personnel who work at the CERB.

6.3 **Survival** – Section 6.2 shall survive the termination or expiry of this Agreement.

## 7.0 **COMPLIANCE WITH LAWS AND CONFIDENTIALITY**

7.1 **Compliance with Laws** - Both Parties agree to comply with all applicable laws in effect in the Province of Ontario in performing their respective obligations and duties under this Agreement.

7.2 **Confidential Information** – Both Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Agreement, neither Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Agreement, any confidential information belonging to the other Party, unless the other Party has provided its written consent. Both Parties further agree that when this Agreement terminates or expires, they shall return all confidential information belonging to the other Party.

## 8.0 **DISPUTE RESOLUTION**

8.1 **Dispute Resolution** – Subject to Article 9.0 herein, if any dispute arises between the O.P.P. and the Municipality as to their respective rights and obligations under this Agreement, the Parties may use the following dispute resolution mechanism to resolve such disputes:

- (a) The Unit Commander of the CERB and the Municipality Representative named in Section 2.1 herein shall attempt to settle the dispute within fourteen (14) business days of the dispute arising;
- (b) If the Unit Commander of the CERB and the Municipality Representative are unable to settle the dispute within fourteen (14) business days of the dispute arising, they shall refer the dispute to the Director. The Director and the Municipality Representative shall attempt to resolve the dispute within fourteen (14) business days;

- (c) If the Parties are still unable to resolve the dispute, the Commissioner or the Deputy Commissioner of the O.P.P. and the Municipality Representative agrees to attempt to resolve the dispute within fourteen (14) business days; and,
- (d) If the Parties are still unable to resolve the dispute, each may, with the agreement of the other Party, refer the dispute to arbitration in accordance with the Arbitration Act, 1991, as amended.

## **9.0 TERM, TERMINATION AND RENEWAL**

- 9.1 **Term** – Subject to this Agreement being terminated in accordance with this Article, this Agreement shall be effective from the \_\_\_\_ of \_\_\_\_\_, 200\_\_ until the \_\_\_ day of \_\_\_\_\_, 200\_\_.
- 9.2 **Renewal** - This Agreement may be renewed for a further term of five (5) years, upon the Municipality giving six (6) months written notice to the O.P.P., on the same terms and conditions with the possible exception of the payment of the annual rate, which shall be agreed to by the Parties.
- 9.3 **Termination** - Either Party to this Agreement may terminate this Agreement without cause and without incurring any liability upon providing ninety (90) days written notice of termination to the other Party, in which case this Agreement shall terminate ninety (90) days 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 the services under this Agreement up to and including the date of such termination and the O.P.P. shall continue to be responsible to provide the services described in this Agreement up to and including the date of such termination.
- 9.4 **Immediate Termination** – Either Party may terminate this Agreement immediately without incurring any liability if Bell Canada withdraws offering 9-1-1 PERS to the Municipality or if the agreement between Bell Canada and the Municipality for the provision of 9-1-1 PERS is terminated or is expired and not renewed.

## **10.0**     **GENERAL**

- 10.1    **No Waiver** - The failure of a Party to this Agreement to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement.
- 10.2    **Waiver in Writing** - Any waiver by any Party hereto of the performance of any of the provisions of this Agreement shall be effective only if in writing and signed by a duly authorized representative of such Party.
- 10.3    **No Prejudice** -The exercise by any Party to this Agreement of any right provided by this Agreement shall not preclude or prejudice such Party from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
- 10.4    **Restructuring** – The Municipality shall notify, and consult with the O.P.P. before the Municipality’s boundaries are altered, the Municipality is amalgamated with another municipality, the Municipality is dissolved or the legal status of the Municipality is subject to other substantive changes.
- 10.5    **Relations** – The Agreement shall not create nor shall it be interpreted as creating any association, partnership, any employment relationship or any agency relationship between the Parties.
- 10.6    **Media** – Both Parties agree that they shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless they first provide written notice to the other Party.
- 10.7    **Promotion** – Neither Party shall publicize or issue any publications related to this Agreement unless they first notify the other Party in writing.
- 10.8    **Assignment** - Neither Party shall assign this Agreement or any portion thereof without the prior written consent of the other, which consent may not be arbitrarily withheld.
- 10.9    **Force Majeure** - Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. If a Party seeks to excuse itself from its obligations under this Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance.

**IN WITNESS WHEREOF**, each of the Parties hereto have executed this Agreement:

**Corporation of the** \_\_\_\_\_

\_\_\_\_\_  
Mayor/Reeve

Date: \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CAO/Clerk

Date: \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Ontario Provincial Police (O.P.P.)**

\_\_\_\_\_  
Deputy Commissioner

Date: \_\_\_ day of \_\_\_\_\_, 200\_\_.

**SCHEDULE "A"**

**BYLAW OF COUNCIL**

Attached to and forming part of the Agreement between

**HER MAJESTY THE QUEEN  
IN RIGHT OF THE PROVINCE OF ONTARIO  
as represented by the MINISTRY OF COMMUNITY SAFETY  
AND CORRECTIONAL SERVICES  
on behalf of the ONTARIO PROVINCIAL POLICE**

And

**THE CORPORATION OF THE \_\_\_\_\_**

Sample

**Insert Bylaw Here**

Sample