



A People Place, A Change of Pace
SHELBURNE
ONTARIO, CANADA

Meeting Date:	Monday, May 26, 2025
To:	Mayor and Members of Council
From:	Denyse Morrissey, CAO
Report:	CAO 2025-02
Subject:	Future Fire Services - Town of Shelburne

Recommendation

BE IT RESOLVED THAT Council receives report CAO2025-02 regarding Future Fire Services – Town of Shelburne for information; and

THAT Council re-endorses that the Shelburne and District Fire Board be dissolved; and

THAT the Town re-establishes a fire department as part the Town of Shelburne by Q2 or Q3 2026 based on a model that includes collaboration with any municipalities purchasing contracted fire services under agreement with the Town of Shelburne; and

THAT the Town of Shelburne requests that the Shelburne and District Fire Department Board suspend all current spending and review related to an expanded fire hall or new fire hall which has an estimated future cost of \$15 million; and

THAT the Town outlines the costing approach of the 2026 one time capital buy-out offers to the municipalities represented on the Board of the Shelburne and District Fire Department by May 28, 2025; and

THAT the Town provides the proposed 2026 and 2027 costs for contracted fire services based on a fee per call service model to the municipalities represented on the Board of the Shelburne and District Fire Department by May 28, 2025; and

THAT the Town of Shelburne requests a response from each municipality regarding the proposed 2026 one time buy out approach and the proposed 2026 and 2027 fee for service costs under a contract fire services model by July 16, 2025.

Background

County of Dufferin- Multi-Jurisdictional Fire Prevention and Protection Modernization Plan

The County of Dufferin hired a consultant to review fire services. The Multi-Jurisdictional Fire Prevention and Protection Modernization Plan was provided to Dufferin County in September 2024.

Each municipality was asked to remit their comments to the County by the end of December 2024, including which of the four (4) options they supported:

1. County fire service
2. County wide service operated by the Town of Orangeville
3. Municipal fire services and dissolution of boards
4. Status quo

Responses to County of Dufferin Report

There is a range of directions that municipalities represented on the SDFB supported including new models being created. The summary below is a snap shot of that:

1. Town of Shelburne, November 25, 2024

The Town of Shelburne supports a revised model for fire services, one that would be based on collaboration and dissolution of the Shelburne and District Fire Board; and that

The Town of Shelburne approves Option 3 from the Dufferin County Multi-Jurisdictional Fire Prevention and Protection Modernization Plan Report that

governance of the various fire departments revert to municipal Councils with a contract for services model be supported; and that

The Town of Shelburne re-initiates discussions with the municipalities represented on the Board of the Shelburne and District Fire Department (SDFD) regarding dissolving the SDFD Fire Board and to bring SDFD under direct governance and management of the Town of Shelburne in Q1 2026.

2. Township of Amaranth, November 20, 2024

Council supports the exploration of a North Dufferin Fire Service as presented by the Township of Mulmur.

3. Township of Melancthon, December 12, 2024

Now therefore be it resolved that Melancthon Council supports Option 1 of the Multi-Jurisdictional Fire Prevention and Protection Modernization Plan.

4. Township of Mulmur, November 6, 2024

That Council of the Township of Mulmur supports in principle the dissolution of the Fire Board servicing the Township of Mulmur; And that Council supports further exploration of a North Dufferin Fire Service Area that would include the approximate geographic area currently served by Shelburne & District, Mulmur- Melancthon, and Rosemont & District Fire Boards.

5. Town of Mono - Mono Council, on February 11, 2025

THAT Council for the Town of Mono supports Option 4 from the Multi-Jurisdiction Fire Prevention and Protection Modernization Plan, maintaining the status quo.

General Information – 1991 Agreement and SDFD Organizational Chart

The geographic area covered by SDFD is 371.07 km². Shelburne is 6.6 km².

The 1991 fire services agreement and By-law 22-1991 is provided in Appendix 1. The Organizational Chart for SDFD is provided in Appendix 2.

SDFB – \$15 Million expanded/new fire hall

Based on the 2025 funding model Shelburne would fund 57.73 % (or more potentially pending future percentages adjustments) of the capital costs or about \$8.65 million of \$15 million. There would also be significant annual debt costs based on a likely 15 to 20 year borrowing term.

The status of the waste treatment plant (estimated to be \$45 M) and whether expanded or repaired is critical to future growth timing in Shelburne and plays a very significant role regarding fire service level needs and related costs and staffing, and capital.

While the lower tier Councils have responded to the County report, running parallel to this is the direction of SDFD that includes reviewing models like Minto's, Lincoln/Grimsby, and Newmarket/Aurora, considering purchasing land and that process to support an expanded/new fire hall estimated to be \$15 Million, and hiring a firm to develop RFPs for the building at a cost of about \$100k.

Council approved the recommendations in the staff report re Option 3 with regards to the County's report whereby fire services becomes a department of Town of Shelburne (in 2026). Making any commitments for a future expanded or new fire hall given that 56% or more of \$15 million is funded by Shelburne precludes the future analysis Town staff and/or consultants would complete regarding this capital project based on transitioning to a Town fire service.

This report has included in the recommendation that the Town of Shelburne requests that the Shelburne and District Fire Department Board suspend all current spending and review related to an expanded fire hall or new fire hall.

Re-establishing the direct delivery of fires services by Town of Shelburne

Based on respecting and understanding that one of the priority concerns of municipalities represented on the SDFB could be increasing costs and a lack of control/input with a contracted fee for service model (via agreement) it is very important to ensure collaboration and consultation is a component of the model.

The general next steps to re-establish a Town delivered fire service include:

- Buy out of capital, fleet and past building expansion
- Fee for service contract with each municipality by agreement

- Implement Advisory Group comprised of Mayor from each municipality that meets quarterly with Fire Chief and Shelburne CAO; meeting administration by Town staff; develop Terms of Reference for the Advisory Group.
- All capital costs and capital projects are the responsibility of Shelburne
- Name SDFD stays the same with required staff transferred
- Mutual aid agreements are updated
- Rescind 1991 fire services agreement and applicable by-laws

Based on the Town of Shelburne's Community Risk Assessment (CRA) report, May 2024, the average number of calls (2018-2022) per year in the Town of Shelburne is 159 which is less than one call per day. "An increase was noted in 2022 with a total of 196. In 2022 the highest percentage of incidents were responses to false fire calls, and most actual fire calls occurred in the residential setting". The number of calls by area for 2022 is provided in Appendix 3. Information for 2024 as extracted from the Shelburne & District Fire Department 2024 Annual Report is provided in Appendix 4.

Financial

Shelburne & District Fire Department 2024 Funding by Municipality

The 2025 funding contributions for operating and capital are:

Municipality	Board Rep #	%	Operating	Capital	Total
Amaranth	2	12.83%	\$133,033.97	\$68,013.03	\$201,047.00
Melancthon	2	13.84%	\$143,482.38	\$73,355.71	\$216,838.09
Mono	2	8.47%	\$87,760.06	\$44,877.54	\$132,637.60
Mulmur	2	7.13%	\$73,926.15	\$37,794.92	\$111,721.07
Shelburne	2	57.73%	\$598,467.45	\$305,067.90	\$903,535.35

The funding amount can change annually based on 3 year fire call average, households and assessment. Based on the formula Shelburne has increased in 2025 to 57.73% or \$903,535.35. In 2024 Shelburne paid 56.35% or \$724,898.03.

As shown on the prior chart, each municipality represented on the SDFB regardless of funding percentage required by their municipality has two representatives on the Board and 2 votes.

For comparison, the Rosemont District Fire Department has two representatives from Mono, Adj-Tos, and Mulmur for a total of six. Mulmur councillors are allocated two votes each as they fund 52% of the costs. Extracted from Section 9C of that agreement: "Each member from Mulmur Council shall have two (2) votes each on the Board and each member from Adjala-Tosorontio and Mono Council shall have one (1) vote each on the Board for operating and capital items."

Fee for Service Model – Operating Costs

A general review of two costing approaches used in other municipalities for operating costs were looked at. These were a flat rate per year, and a cost per call model.

This report includes the recommendation that the proposed 2026 and 2027 costs for contracted fire services for operating costs based on a fee per call service model be provided by May 28, 2025 to the municipalities represented on the Board of the Shelburne and District Fire Department

One Time Capital Buy-Outs

The four main funding sources identified for the Town to fully fund the estimated one time capital buy-outs in 2026 are the Town's Development Charges Accommodation Reserve, and the current and future years policing costs savings achieved from contracting policing from the OPP.

Using the 2024 audited statements, estimates of the one time buy outs have been completed. The basis of the calculations, which used the Capital Asset Net Book Value 2024, will be summarized in the letters that each municipality will be provided by May 28, 2025. However the actual offers for one time buy outs would not be finalized until Q1 2026 and when 2025 audited financial statements are received so the 2025 Net Book Value figures are known.

Policies & Implications

1991 fire services agreement and By-law 22-1991

Consultation and Communications

Not applicable

Council Priorities

Council's Priorities has three Pillars – Sustainable, Engaged and Liveable.

There is a total of 14 Priorities within the three Pillars. This report aligns with the Sustainable and Engaged Pillar within the Priorities of:

SP2 Invest in critical infrastructure and services for the future

SP5 Build responsive organizational capacity

EP1 Promote effective partnerships

Supporting Documentation

Appendix 1 1991 fire services agreement and By-law 22-1991

Appendix 2 SDFD Organizational Chart, January 2025

Appendix 3 2022 SDFD total calls by Municipality

Appendix 4 2024 Incident Summary sourced from the Shelburne & District Fire Department 2024 Annual Report

TOWN OF SHELBURNE

BY-LAW NUMBER 22-1991

being a By-law to authorize a Fire Protection Agreement

WHEREAS Paragraph 5, Section 208 of The Municipal Act, R.S.O. 1980, Chapter 302, authorizes the Councils of all Municipalities to enter into agreements with other municipalities for the joint management and operation of fire departments and for the establishment of joint boards of management thereof:

NOW THEREFORE the Council of the Corporation of the Town of Shelburne enacts as follows:


THAT an agreement be entered into between the Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Township of Mono and the Township of Mulmur with respect to fire department management and operation and the establishment of a joint board of management in accordance with the agreement attached.

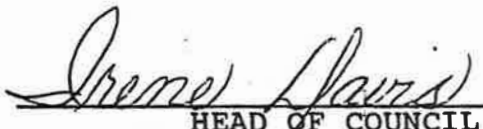
This by-law shall take effect and come into force on January 1, 1992.

That all or any parts of by-laws not consistent herewith are hereby repealed.

BY-LAW READ A FIRST AND SECOND TIME THIS 9th DAY OF September, 1991.

BY-LAW READ A THIRD TIME AND PASSED THIS 9th DAY OF September, 1991.


CLERK


HEAD OF COUNCIL

AGREEMENT

THE AGREEMENT made this 15th day of October 1991, BETWEEN:

THE CORPORATION OF THE TOWN OF SHELBURNE

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

THE CORPORATION OF THE TOWNSHIP OF MONO

THE CORPORATION OF THE TOWNSHIP OF MULMUR

WHEREAS Section 208 (5) of the Municipal Act, R.S.O. 1980 allows for entering into agreements with one or more municipalities to provide for the joint management and operation of the Fire Departments and for the establishment of Joint Boards of Management thereof;

AND WHEREAS Section 210 (24) of the Municipal Act, R.S.O. 1980 grants permission for two (2) or more municipalities to establish, maintain and operate Fire Departments upon such basis as to the distribution of costs as the municipalities may agree;

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

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Shelburne & District Fire Department, hereinafter called the "DEPARTMENT", for the purpose of providing fire protection in the areas defined in this Agreement. "FIRE PROTECTION", for the purpose of this Agreement shall mean prevention, rescue and suppression services;

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

1. A Joint Board of Management shall be established and shall be composed of two (2) members from each municipality and to be known as the SHELBURNE & DISTRICT FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT, hereinafter called the "FIRE BOARD". The Fire Board shall be appointed by the Councils of the participating municipalities, each Council appointing in December, to take office effective January 1st next following, for a term

concurrent with Council, two members including at least one elected member. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the municipality which had appointed the member wherein the vacancy occurred.

2. The Fire Board shall appoint a Chairperson from among its members at the first meeting of the Fire Board in each calendar year. The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board.
3. The Fire Board shall appoint a Secretary/Treasurer at the first meeting of the Fire Board in each calendar year. The Secretary/Treasurer shall be from the administration of one of the participating municipalities. The Fire Board shall appoint an auditor for the Board and shall audit the accounts of the Fire Board and shall submit copies of the annual statements and copies of his report to the Fire Board and to each of the parties to the Agreement.

The Secretary/Treasurer shall give or cause to be given all notices required to members of the Fire Board and shall attend all meetings of the Fire Board and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of all books, papers, records and documents belonging to the Fire Board and perform and do such other duties as may from time to time be prescribed by the Fire Board.

The Secretary/Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the Department and, under the direction of the Fire Board, shall deposit all monies with respect to the operation of the Department in a special bank account designated for that purpose and shall render to the Fire Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Department. The Secretary/Treasurer shall pay only such items as are approved.

4. The Fire Board shall hold at least four regularly scheduled meetings annually, and at such other times at the call of the Chairperson or on petition of a majority of the members of the Fire Board. The Fire Board shall ensure the attendance of the Fire Chief of the Department and/or his representative(s) at each Fire Board meeting.
5. The Fire Board shall ensure that all meetings are convened and continued only when a quorum of six (6) members including the Chairperson is present.
6. All Fire Board meetings shall have business conducted by Parliamentary procedure.

Copies of all minutes of regular and special meetings of the Fire Board are to promptly submitted to the Councils of each party to this Agreement.

Quarterly unaudited Financial Statements, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.

7. The Councils may offer direction by January 15 of each year prior to budget deliberations. By the 28th day of February in each year, the Fire Board shall submit in writing to each of the parties hereto a draft budget for the operation of the Department for that year. Each party hereto shall endeavour to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 30th day of March in each year.

Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following instalments:

- i) twenty-five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year;
- ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year, less the amount of the instalment paid under Section (i), on or before the 30th day of June in the current year;
- iii) Twenty-five percent (25%) of the amount required for Fire

Board purposes in the current year on or before the 30th day of September in the current year;

- iv) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

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

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

14. i) The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreements, all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule "B" which forms part of this Agreement.
- ii) The Township of Amaranth, the Township of Melancthon, the Township of Mono and the Township of Mulmur hereto agree with the Town of Shelburne that capital maintenance and operating costs and assets of the existing Fire Department, shall be administered as set out in Schedule "C" attached and forming part of this Agreement.
15. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made.

Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.
16. So often as there shall be any dispute between the parties to this Agreement or any of them with respect to any matter contained in this Agreement including, but not limited to, the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1980 c. 304, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, R.S.O. 1980 c. 25 or pursuant to any successor legislation.

17. In the event that any municipality wishes to cease participating in the Fire Board, they may do so provided that:
 - a) Two (2) years written notice be given to the Fire Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of 31 December of the appropriate year.
 - b) Any debt incurred by the municipality for Fire Board purposes, whether through the issue of debentures or any other way, shall remain the responsibility of the municipality.
 - c) Any assets, including reserves but excluding the fire hall, contributed by the municipality to the Department shall remain the property of the Department.
 - d) If the Department is completely dissolved, the assets are to be split, based on the formula in paragraph 14 (i) of this Agreement.
18. It is agreed that, with respect to matters not dealt with in this Agreement, the Fire Board may formulate policies for and relating to the administration and operation of the Department unless otherwise prohibited by any applicable statute or regulation passed thereunder.
19. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
20. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
21. In the event that any covenant, provision or terms of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall remain in full force and effect mutatis mutandis.

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

THE CORPORATION OF THE TOWN OF
SHELBURNE

Per Irene Harris
Mayor

Per Susan A. Melnyk
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MELANCTHON

Per D.C. Oldfield
Reeve

Per Maurice A. Hunter
Clerk

THE CORPORATION OF THE TOWNSHIP
OF AMARANTH

Per Charles V. Bryan
Reeve

Per [Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MONO

Per Ernie Staveley
Reeve

Per [Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MULMUR

Per John Newton
Reeve

Per [Signature]
Clerk

NTIO

Schedule: A

SIMCOE

Fire Service Area

5

ADJALA



SCHEDULE "B"

COST SHARING

1. **Definitions:**

"**Assessment**" shall include all

taxable residences
taxable commercial and industrial
taxable businesses

as shown on the previous year's assessment roll, but shall not include exempt assessment.

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

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

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

3.

<u>Municipality</u>	<u>Assessment</u>	<u>%</u>	<u>Res. & Bus. Units</u>	<u>%</u>	<u>Fire Calls</u>	<u>%</u>	<u>Combined Average %</u>
<u>Amaranth</u>	3,661,994	15.71	371	12.68	5	6.92	11.78
Melancthon	3,645,457	15.64	380	12.99	12	16.59	15.08
Mono	3,723,898	15.98	343	11.72	9.66	13.36	13.67
Mulmur	4,227,402	18.14	414	14.15	10.33	14.28	15.52
Shelburne	8,046,337	34.53	1,418	48.46	35.33	48.85	43.95
TOTAL	23,305,088	100.00	2,926	100.00	72.32	100.00	100.00

SCHEDULE "C"

ASSETS OF THE SHELBURNE FIRE DEPARTMENT

Existing Fire Hall

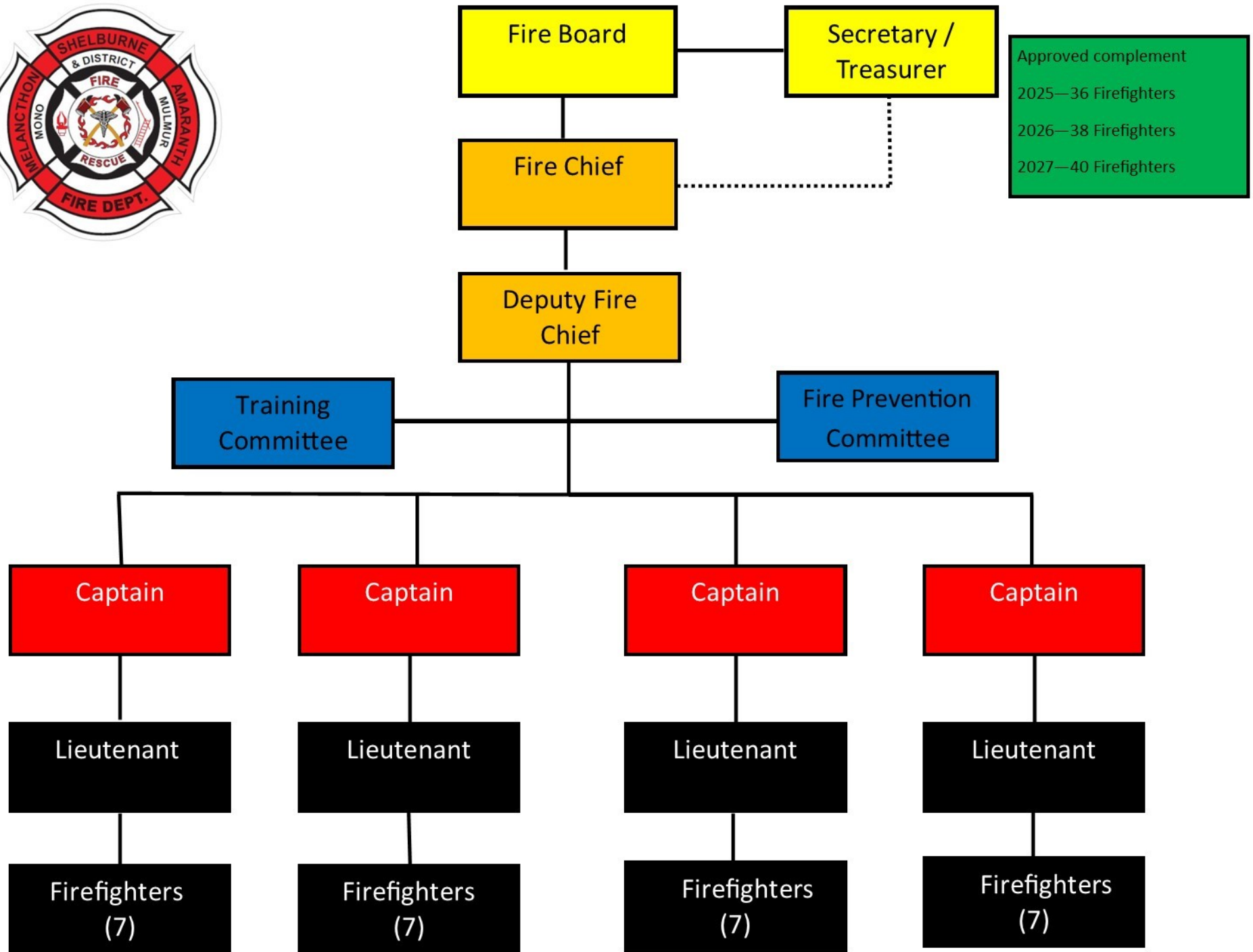
- Shelburne shall retain ownership of the existing fire hall.
- The Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Township of Mono and the Township of Mulmur shall contribute to the remaining debenture payments for the fire hall being payable in 1992 and 1993, according to the cost sharing formula in Schedule "B".
- In 1994 and succeeding years, the Shelburne & District Fire Department shall lease the fire hall from the Town of Shelburne for one dollar (\$1.00) per year.
- All maintenance, insurance and operating expenses of the fire hall shall be an expense of the Shelburne & District Fire Department.
- Future capital improvements and/or expansions shall be jointly funded as per the cost-sharing formula in Schedule "B". These improvements and expansions shall be assets of the Shelburne & District Fire Department.

Vehicles, Equipment and Reserves

- All vehicles, equipment and reserves in the possession of the Shelburne Fire Department shall be transferred to the Shelburne & District Fire Department and shall be owned by the Shelburne & District Fire Department.

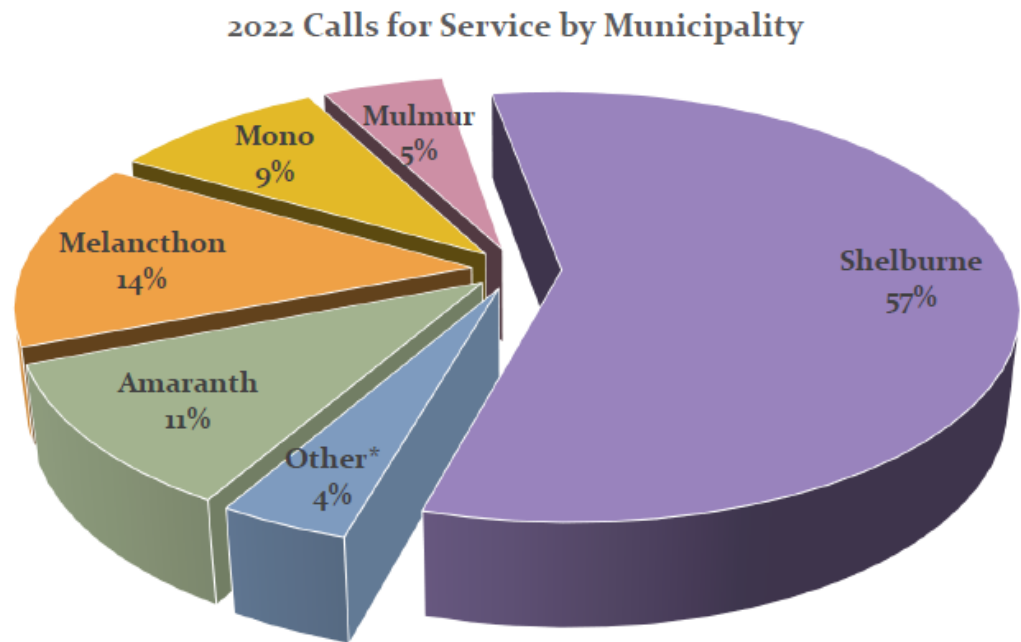
SHELBURNE & DISTRICT FIRE DEPARTMENT

Appendix 2



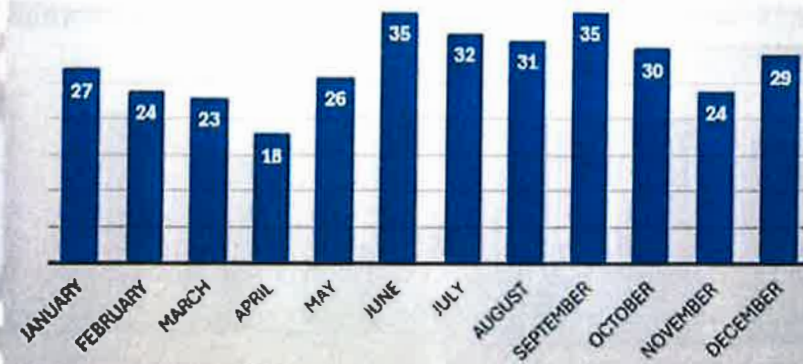
Appendix 3

Municipality	# of Calls
Amaranth	36
Melancthon	47
Mono	30
Mulmur	17
Shelburne	190
Other*	13
	333
East Garafaxa, Orangeville,	

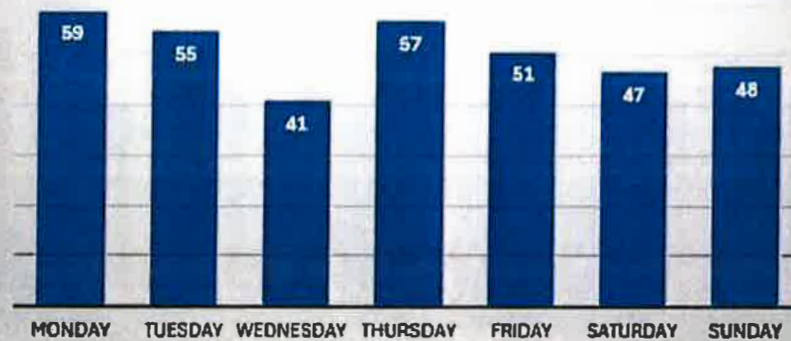


2024 INCIDENT SUMMARY

INCIDENTS BY MONTH



INCIDENTS BY DAY OF WEEK



INCIDENTS BY TIME OF DAY

