



## AGENDA

### MULMUR-MELANCTHON FIRE BOARD Thursday, August 25, 2022 at 7:00 p.m. ELECTRONIC

**This meeting is being conducted by means of Electronic Participation by a majority of board members, as permitted by Section 238 (3.3) of the Municipal Act, 2001, as amended.**

To connect only by phone, please dial any of the following numbers. When prompted, please enter the meeting ID provided below the phone numbers. You will be placed into the meeting in muted mode.

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**Meeting ID: 846 0224 8258**

To connect to video with a computer, smart phone or digital device) and with either digital audio or separate phone line, download the zoom application ahead of time and enter the digital address below into your search engine or follow the link below. Enter the meeting ID when prompted.

Join Zoom Meeting

<https://us02web.zoom.us/j/84602248258>

#### 1. Call to Order

#### 2. Land Acknowledgement

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

### **3. Approval of the Agenda**

Draft Motion: THAT the August 25, 2022, agenda for the Mulmur-Melancthon Fire Board be approved as circulated.

### **4. Approval of Previous Meeting's Minutes**

Draft Motion: THAT the Minutes of the Mulmur-Melancthon Fire Board dated July 21, 2022, be approved as copied and circulated.

### **5. Declaration of Pecuniary Interest**

If any member of the Board has a pecuniary interest, they may declare the nature thereof now or at any time during the meeting.

### **6. Treasury**

#### **a) Accounts**

Draft Motion: THAT the operating accounts as presented in the amount of \$6,390.30 be approved.

#### **b) Furnace Replacement**

Draft Motion: THAT the Board approve the replacement of the Fire Hall furnace at a cost of \$13,241.34 to be funded through capital reserves.

### **7. Administration**

#### **a) Fire Chief General Update (Verbal)**

### **8. Information Items**

### **9. Adjournment**

Draft Motion: THAT we do now adjourn at \_\_\_\_\_ pm to meet again on September 20, 2022, at 7:00 pm or at the call of the Chair.



## MINUTES

### MULMUR-MELANCTHON FIRE BOARD

Tuesday, July 12, 2022 at 7:00 p.m.

**Present:** David Besley, Chair – Melancthon Township  
Earl Hawkins, Vice Chair – Mulmur Township  
Patty Clark – Mulmur Township  
Mathew Waterfield – Fire Chief  
Everhard Olivieri-Munroe – Deputy Fire Chief  
Heather Boston – Secretary

**Absent:** Darren White – Melancthon Township

1. **Call to Order** – meeting was called to order by the Chair at 7:04 pm

#### 2. Land Acknowledgement

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

#### 3. Approval of the Agenda

**Motion by: Hawkins/Clark**

THAT the July 12, 2022, agenda for the Mulmur-Melancthon Fire Board be approved as amended.

**CARRIED.**

#### 4. Approval of Previous Meeting's Minutes

**Motion by: Hawkins/Besley**

THAT the Minutes of the Mulmur-Melancthon Fire Board dated May 17, 2022, be approved as copied and circulated.

**CARRIED.**

## 5. Declaration of Pecuniary Interest

Chair Besley stated that if any member of the Board had a pecuniary interest, they could declare the nature thereof now or at any time during the meeting.

No Declarations of Pecuniary interest were stated at this time.

## 6. Treasury

### a) Accounts

#### **Motion by: Clark/Hawkins**

THAT the operating accounts as presented in the amount of \$14,869.33 be approved.

**CARRIED.**

## 7. Administration

### a) Year End Fire Chief's Report

#### **Motion by: Clark/Hawkins**

THAT the Board approve the Fire Chief's Year-end report as presented.

**CARRIE.**

### b) Fire Chief General Update

- 38 calls so far this year which is comparable to last year
- Starting up new Stillwater online training program
- Strawberry supper was discussed, and the question was asked as to why the firefighters weren't able to assist with setting up tables for the event. The Fire Chief confirmed that they were asked and there were a few firefighters who were available to volunteer. The Chief replied to the email to ask what date and time they were needed and never received a response to that request.

## 8. Information Items

### a) Communications Study

- Board members are interested in sitting in to listen to meeting that will be held tomorrow night

**9. Adjournment**

**Motion by: Clark/Hawkins**

THAT we do now adjourn at 7:32 pm to meet again on September 20, 2022, at 7:00 pm or at the call of the Chair.

**CARRIED.**

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**Chair**

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**Secretary**

DRAFT

# Accounts Payable

AP Operating Approval List July 8 - Aug 22

Vendor 000000 Through 999999

Invoice Entry Date 2022-01-01 to 2022-08-22 Paid Invoices Cheque Date 2022-07-08 to 2022-08-22

Account	Vendor Number	Vendor Name	Invoice Number Item Description	Invoice Date	Entry Date	Chq Nb Item Amount
<b>MM FIRE - OPERATING REV/EXP</b>						
02-1094-5112	090441	TOWNSHIP OF MULMUR	0039007 JUNE FUEL USAGE	2022-07-07	2022-07-20	000460 331.53
02-1094-5112	000052	TORONTO DOMINION VISA (MW)	JULY 5 2022 SHELL SMALL EQUIP FUEL	2022-07-05	2022-07-20	000459 44.04
						Account Total
						375.57
02-1094-5115	000052	TORONTO DOMINION VISA (MW)	JULY 5 2022 HOME DEPOT TOTES	2022-07-05	2022-07-20	000459 84.65
02-1094-5118	091185	R S RESCUE	1256 PASSENGER RESCUE TRAINING	2022-01-30	2022-02-02	000000 1,017.00
02-1094-5118	091185	R S RESCUE	1268 CPVR & HVR AWARENESS TRAINING	2022-06-20	2022-06-27	000000 226.00
						Account Total
						1,243.00
02-1094-5120	090994	TELIZON INC.	03500520220713 ACCT#35005 - FIRE JULY	2022-07-13	2022-07-20	000458 117.65
02-1094-5120	091194	BELL MOBILITY INC.	JULY 13 2022 JULY CELL PHONE	2022-07-13	2022-07-28	000461 21.57
02-1094-5120	091164	SWISH MAINTENANCE LIMITED	S054865 GPS FEE: JUNE 2022	2022-06-30	2022-07-20	001042 158.20
						Account Total
						297.42
02-1094-5134	091182	AON REED STENHOUSE INC.	3640000034490 2022 VFIS PREMIUM	2022-06-27	2022-07-20	001040 3,795.14
02-1094-5134	000027	HOMEWOOD HEALTH INC	H512540 2022 EAP	2022-07-01	2022-07-20	001041 569.52
						Account Total
						4,364.66
02-1094-5146	090454	TD CANADA TRUST AUTO DEBITS	JUNE 30 22 JULY EFT S/C	2022-06-30	2022-07-27	000457 25.00
						Account Total
						25.00
						Department Total
						6,390.30
						Total Paid Invoices
						5,147.30
						Total Unpaid Invoices
						1,243.00
						Total Invoices
						6,390.30

# NOTTAWASAGA MECHANICAL

• Heating • Air Conditioning • Refrigeration

**(705) 429-3512**

A Division of 780516 Ontario Inc.  
465 Lyons Crt  
Wasaga Beach, Ontario.  
L9Z 1V1

Ph: (705) 429-3512  
Fx: (705) 429-1239

www.NottawasagaMechanical.com  
info@nottawasagamechanical.com

## Proposal

Estimate #	Rev #	Estimate Date
52937	2	9/13/2021

Customer #
17705

Salesperson
McIlhone, Andrew

**Bill To:**

Mulmur Melancton Fire Department  
706116 County Road 21

Mulmur, ON

(705) 440-7319

**Service Location:**

Mulmur Melancton Fire Department  
706116 County Road 21

Mulmur, ON

**Contract Details**

**SUPPLY AND INSTALL**

1 - Lennox ML296UH090XV48C, 90,000btu, 2 stage heat, variable speed ECM blower, natural gas fired furnace including:

- Removal and disposal of existing furnace
- Connect to existing gas piping
- Install new 2" 636 venting and combustion air piping - approx 10'
- Sheet metal transition to adapt to existing duct work
- Connect to existing zone control panel and zone dampers.
- Condensate drains to nearest drain.

**Price For Above: \$5,329.00 (plus hst)**

1 - Lennox ML14XC1-036, 3 ton, 14 SEER, High Efficiency Air Conditioner including;

- New cased evaporator coil with expansion valve
- Flush existing lineset
- Removal and disposal of existing air conditioner
- Connect to existing high and low voltage wiring.
- Condensate drains to nearest drain.
- Includes start up and set up of all equipment.

**Price For Above: \$6,389.00 (plus hst)**

**Note:**

Price does not include replacement of existing zone control panel, zone dampers or thermostats. If replacement is required, additional charges will apply.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, windstorm and other necessary insurance. Our workers are fully covered by Workers' Compensation Insurance. All equipment and material to remain title to Nottawasaga Mechanical until paid for in full.

Payment to be made as follows: 35% deposit required to order equipment and schedule work. Progress Invoicing to be due in full upon invoice. Service charge of 36% per annum charged on all overdue invoices and holdbacks.	Subtotal:	\$11,718.00
	Sales Tax:	\$1,523.34
	<b>Estimate Total:</b>	<b>\$13,241.34</b>
Note: This proposal may be withdrawn by us if not accepted within 30 days.	Retainage held until job completion:	

_____	_____	_____	_____
Representative Signature	Date	Customer Signature	Date

Nottawasaga Mechanical  
GENERAL TERMS AND CONDITIONS

1. Condition of Equipment - Subject to the provisions contained in the agreement, Nottawasaga Mechanical has not made any warranty or guarantee or agreed to any undertaking or condition with respect to equipment, the supplier or the manufacturer, including whether equipment is suitable to customer. Specifically, and without limitation to the foregoing, Nottawasaga Mechanical shall not be responsible if a supplier or manufacturer delays or fails to fill an order for equipment or if equipment is defective or unacceptable for any reason, including a failure in its performance, capacity or operation. Implied conditions, warranties or guarantees provided under Sale of Goods legislation are hereby excluded.

2. Warranties - Customer acknowledges that it alone has selected equipment, the supplier and/or manufacturer. Customer has satisfied itself that:

- a) Equipment is suitable for its intended purpose;
- b) The supplier and/or manufacturer shall bear all liability, financial and/or otherwise, and will be able to acquit themselves of any and all obligations in respect to Equipment (whether undertaken by them or otherwise imposed by law on them);
- c) All warranties, guarantees or other undertakings made by the supplier or manufacturer shall be assignable and Customer shall be able to address any claim against the supplier, manufacturers and/or any others (excluding Nottawasaga Mechanical); or if not the case, that Customer is prepared to bear the risk thereof.

Customer further acknowledges that Nottawasaga Mechanical does not deal in the Equipment.

3. Equipment Acceptance - By accepting Equipment, Customer acknowledges that Equipment has been delivered in good condition and operating order and in accordance with its intended purpose as prescribed by Equipment supplier and/or manufacturer and that Equipment is located at the prescribed location.

4. Location and Condition of Equipment - The Customer agrees to permit and to keep equipment at the above address or at such other address as Nottawasaga Mechanical may agree in writing. The Customer agrees to allow Nottawasaga Mechanical the right to inspect Equipment and records maintained therewith at any time, and to allow Nottawasaga Mechanical reasonable access to all premises where Equipment is located. The Customer agrees to keep Equipment free and clear of all liens and encumbrances of every kind and to keep Equipment in as good condition as when delivered, reasonable wear and tear excepted.

5. Scope of Work - Nottawasaga Mechanical will not be required to do any work that has not been specified in this Agreement, or attached schedule.

6. Installation - If responsible for installation of Equipment, Nottawasaga Mechanical agrees to install Equipment and provide all services in a workmanlike manner, and in as uninterrupted a manner as possible and in accordance with all governing codes. If installation is not part of this Agreement, the Customer is responsible for adhering to all governing codes regarding such installation.

7. Hazardous Material - The Customer is responsible for arranging the removal and disposal of asbestos and any other hazardous material located in the premises in accordance with all applicable health and safety legislation and environmental legislation. Once this is completed, Nottawasaga Mechanical, or its agent, will proceed with the installation if it has been agreed to in the Agreement.

8. Customer's Responsibility for Equipment - Unless otherwise agreed to, Customer shall, at its own expense, lawfully and carefully prepare, assemble and install Equipment. Customer, at its own expense, shall maintain Equipment in good repair and working order and repair or replace any missing or unfit parts with parts of equivalent standards and specifications as those recommended by the manufacturer of Equipment and shall have all services and maintenance carried out strictly to the standard and at the service intervals recommended by such manufacturer. Customer shall maintain all services maintenance and repair records relating to Equipment. All replacement parts affixed to Equipment will become the property of Nottawasaga Mechanical and be subject to the terms of this Agreement.

9. Alterations - Customer shall not make any alterations to Equipment without the prior written consent of Nottawasaga Mechanical. Any additions, upgrades, accessories, alterations or replacements will become the property of Nottawasaga Mechanical and be subject to the terms of this Agreement.

10. Operation of Equipment - The Customer will operate Equipment at their own risk. The Customer agrees to indemnify and save Nottawasaga Mechanical harmless from any claims and damages, however caused, arising out of the use or installation of Equipment. This indemnification will survive termination of this Agreement. Customer's responsibility for these risks continues, not only during the Terms of the Agreement, but also while Equipment is being transported or stored before the start and after the end of Term.

11. Extended Warranty - Nottawasaga Mechanical offers an annual maintenance plan to keep the extended warranty in force at customer's request.

12. Representations and Warranties - Customer represents and warrants to Nottawasaga Mechanical, which representations and warranties shall be deemed to be repeated each and every day that this Agreement remains in force, that:

- a) In the event the Customer is a corporation, it is duly incorporated and validly existing in good standing under the laws of the jurisdiction of its incorporation; the corporation has the power to enter into this Agreement and all certificates and other documents required hereby or referred to in this Agreement. This Agreement has been duly authorized by all necessary corporate action on the part of Customer, has been duly executed and delivered on its behalf by its proper officers duly authorized in that regard, and constitutes the legal, valid and binding agreement of Customer enforceable against it in accordance with its terms;
- b) The execution, delivery, observance and performance of this Agreement does not and will not result in a breach or constitute a default under, contravene any provision or result in the creation of a lien or in any property or assets of customer pursuant to any of Customer's outstanding shares or debt instruments or any agreement, indenture or other instrument to which Customer is a party or by which Customer or any of its property or assets may be bound or affected, and there are no actions suits or proceedings pending or, to the knowledge of Customer, threatened in any court or tribunal or before any competent authority against Customer or any of its property or assets which, in the reasonable and bona fide opinion of Customer may have a material adverse effect on the financial condition or business of Customer.

13. The Customer acknowledges having received a copy of this Agreement. The Customer waives receipt of, and the right to receive, a copy of any registered financing statement or verification or confirmation statement to the extent not prohibited by any law governing this Agreement.

14. Cancellation - Upon cancellation of this Agreement a minimum 15% charge will be applied to the net amount of the contract.

15. Joint and Severable Liability - If more than one person, firm or corporation signs this Agreement, each is jointly and severally liable, (or, in other words, Nottawasaga Mechanical may, at its option, require performance or payment of all obligations under the Agreement from any one of them or a portion from each), but Nottawasaga Mechanical is released from any of its obligations by performing that obligation to any one of them.

16. Governing Laws - This Agreement will be governed by and construed in accordance with laws of Canada and the Province or territory by the location of Equipment.

17. Time of Essence - Time is of the essence of the Agreement.

18. Entire Agreement - This is the entire Agreement between Nottawasaga Mechanical and Customer and may be varied only by written documentation signed by both parties.