

# THE CORPORATION OF TAY VALLEY TOWNSHIP

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## BY-LAW NO. 2015-044

### ESTABLISHMENT AND OPERATION OF THE FIRE BOARD (DRUMMOND/NORTH ELMSLEY TAY VALLEY FIRE BOARD)

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**WHEREAS**, the Council of the Corporation of the Township of Drummond/North Elmsley and the Council of the Corporation of Tay Valley Township have passed by-laws to Establish and Regulate the Drummond/North Elmsley Tay Valley Fire Rescue;

**AND WHEREAS**, the Council of the Corporation of the Township of Drummond/North Elmsley and the Council of the Corporation of Tay Valley Township have agreed to jointly manage and operate the Drummond/North Elmsley Tay Valley Fire Rescue, and wish to do so by means of a joint local board;

**AND WHEREAS**, Section 202 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

**AND WHEREAS**, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE BE IT RESOLVED THAT**, the Council of the Corporation of Tay Valley Township enacts as follows:

#### 1. GENERAL REGULATIONS

- 1.1 **THAT**, the Reeve and Clerk are hereby authorized on behalf of the Corporation of Tay Valley Township to execute a Joint Municipal Service Board Agreement with the Corporation of the Township of Drummond/North Elmsley for the Establishment and Operation of the Drummond/North Elmsley Tay Valley Fire Board, attached hereto as Schedule "A".

#### 2. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
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**3. BY-LAW REPEALED**

**3.1** By-Law No. 2005-100 here hereby repealed.

**3.2** All by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

**4. EFFECTIVE DATE**

ENACTED AND PASSED this 22<sup>nd</sup> day of September, 2015.

  
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**Keith Kerr, Reeve**



  
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**Amanda Mabo, Clerk**

**THE CORPORATION OF TAY VALLEY TOWNSHIP  
BY-LAW NO. 2015-044**

**SCHEDULE "A"**

**JOINT MUNICIPAL SERVICE BOARD AGREEMENT  
FOR THE ESTABLISHMENT AND OPERATION OF THE FIRE BOARD**

**THIS AGREEMENT** made in triplicate this 22<sup>nd</sup> day of September, 2015

**BETWEEN:**            **The Corporation of Tay Valley Township**

**AND:**                **The Corporation of the Township of Drummond/North Elmsley**

**WHEREAS**, the Council of the Corporation of the Township of Drummond/North Elmsley and the Council of the Corporation of Tay Valley Township have passed by-laws to Establish and Regulate the Drummond/North Elmsley Tay Valley Fire Rescue;

**AND WHEREAS**, the Council of the Corporation of the Township of Drummond/North Elmsley and the Council of the Corporation of Tay Valley Township have agreed to jointly manage and operate the Drummond/North Elmsley Tay Valley Fire Rescue, and wish to do so by means of a joint local board;

**AND WHEREAS**, Section 202 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that two or more municipalities may enter into agreements to establish a joint municipal service board and to provide for those matters which, in the opinion of the participating municipalities, are necessary or desirable to facilitate the establishment and operation of the joint municipal service board;

**AND WHEREAS**, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**NOW THEREFORE BE IT RESOLVED THAT**, the Councils agree that:

**1.0    DEFINITIONS**

For the purpose of this By-Law:

- 1.1    "Administrative Assistant/Treasurer"** – means the person appointed to provide clerical and accounting services to the Fire Department.

- 1.2 “Councils”** – means both the Council of the Corporation of the Township of Drummond/North Elmsley and the Council of the Corporation of Tay Valley Township.
- 1.3 “Fire Board”** – means the Drummond/North Elmsley Tay Valley Fire Board.
- 1.4 “Fire Chief”** – means the person or designate appointed under subsection 6 (1), (2) or (4) of the *Fire Protection and Prevention Act, 1997*, as amended, appointed by Council.
- 1.5 “Fire Department”** – means the Drummond/North Elmsley Tay Valley Fire Rescue.
- 1.6 “Fire Marshal”** – means the Fire Marshal appointed under subsection 8 (1), of the *Fire Protection and Prevention Act, 1997*, as amended.
- 1.7 “Fire Protection Services”** – means fire suppression, fire prevention, fire safety education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and the delivery of all those services, as outlined in the Establishing and Regulating By-Laws of the Councils.
- 1.8 “Municipality”** – means The Corporation of Tay Valley Township and/or the Corporation of the Township of Drummond/North Elmsley.

## **2.0 ESTABLISHMENT AND PROCEDURES**

- 2.1** A Joint Municipal Service Board shall be established for the management and operation of the Fire Department, and shall be known as the Drummond/North Elmsley Tay Valley Fire Board.
- 2.2** The Fire Board shall be composed of three (3) elected members from the Council of the Township of Drummond/North Elmsley and three (3) elected members from the Council of Tay Valley Township. The Councils shall appoint the Fire Board members for a four-year term. Each Council shall appoint their members in December, upon assuming their elected offices. The Fire Board members will take office effective January 1<sup>st</sup>, the following year. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days by the Council of the Municipality from which the vacancy occurred.
- 2.3** The Fire Board shall appoint a Chair and Vice-Chair annually, from amongst its members, at the first annual meeting of the Fire Board. The term of such appointment shall be for twelve (12) months commencing January 1<sup>st</sup>. The following year the Fire Board shall appoint a new Chair and Vice-Chair by rotating the members of Tay Valley Township and the Township of Drummond/North Elmsley.
- 2.4** The Chair shall preside at all meetings of the Fire Board.

- 2.5** Members of the Fire Board shall be responsible for attending meetings, contributing to the debate of issues before the Fire Board, voting on issues rightly within the jurisdiction of the Fire Board, supporting and aiding in the implementation of Fire Board decisions and reporting Fire Board activities to their respective Councils.
- 2.6** The Chair, Vice-Chair and Administrative Assistant/Treasurer shall have signing authority for the Fire Board.
- 2.7** The Fire Board shall appoint an auditor who shall audit the accounts of the Fire Board on an annual basis and shall submit copies of the audited statements to the Fire Board and the Councils.
- 2.8** The Administrative Assistant/Treasurer shall give, or cause to be given, all notices required to members of the Fire Board and auditors 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.
- 2.9** The Administrative Assistant/Treasurer shall keep full and accurate books of account in which all receipts and disbursements of the Fire Department shall be recorded, and, under the direction of the Fire Board, shall deposit all monies with respect to the operation of the Fire 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 Fire Department. The Administrative Assistant/Treasurer shall pay only such items as are approved and authorized by the Fire Chief in accordance with the approved budget.
- 2.10** The Fire Board shall hold at least four (4) regularly scheduled meetings annually, and at such other times at the call of the Board Chair or on petition of a majority of the members of the Fire Board.
- 2.11** The Fire Board shall ensure the attendance of the Fire Chief and/or his/her designate at each regular and special Fire Board meeting.
- 2.12** The Fire Board shall ensure that all meetings are convened and continued only when a majority of its members are present; namely four (4) members from the total of six (6) appointed.
- 2.13** Fire Board meetings shall adhere to the Procedural By-Law passed by the Council of the Township of Drummond/North Elmsley and govern the conduct of its meetings, unless otherwise specifically stated herein.

- 2.14** All Fire Board meetings shall have business conducted by written motion, duly moved, seconded, and carried by a majority of the members present. Each member of the Fire Board shall have one vote, including the Chair. In the case of a tie, the motion shall be recorded as defeated.
- 2.15** The Administrative Assistant/Treasurer shall record each motion verbatim, without note or comment, in the minutes of the meeting that shall be presented for approval at the next following Fire Board meeting. Copies of all minutes of regular and special meetings of the Fire Board are to be promptly submitted, after their approval, to the Clerks of the Councils.
- 2.16** Upon the written request of any three (3) members of the Fire Board, the Board Chair shall refer a specific, well-defined matter duly within the scope of the Fire Board mandate to the Office of the Fire Marshal for comment and advice. In the alternative or in addition to Office of the Fire Marshal comment, any three (3) members of the Fire Board may request the appointment of a mediator to attend the next duly called meeting of the Fire Board to discuss the specific matter and the rationale behind its support and opposition. The Board Chair shall be responsible for choosing an appropriate mediator depending upon the subject matter and the mediator chosen shall agree to act in an unbiased, professional manner toward a reasonable resolution. The mediator shall further agree to provide a summary of the issue and proposed resolution for the Fire Board's consideration. Upon receipt of the mediator's report, the Board Chair shall immediately forward copies to the respective Councils that shall be afforded an opportunity to provide written comment to the Fire Board prior to its final vote on the subject matter.

### **3.0 PURPOSE AND AUTHORITY**

- 3.1** The Fire Board shall govern the provision of adequate facilities and equipment for the operation of the Fire Department, within the financial limitations established by the Councils through the annual budget.
- 3.2** The Fire Board shall be responsible for governing the provision of Fire Protection Services to areas within the municipal boundary lines of Tay Valley Township and the Township of Drummond/North Elmsley.
- 3.3** The Fire Board shall formulate policy directed toward the effective and efficient operation of the Fire Department enabling it to respond as soon as possible to all emergency calls with such resources as are deemed appropriate.
- 3.4** It shall be the responsibility of the Fire Board, Fire Chief and Administrative Assistant/Treasurer to prepare draft by-laws for consideration by the Councils, to formulate and adopt policies for the operation of the Fire Department, and to offer guidance and direction to the Fire Chief for the administration of the Fire Department.

**3.5** The Fire Board, Fire Chief and Fire Department shall operate in conformity with all by-laws passed by the Councils for the purposes of providing fire protection to the residents, ratepayers and visitors within the municipalities, it being the intent of this agreement that such by-laws are common to the Councils. The Councils agree, generally that:

- a) Matters which direct the public to act or refrain from acting in a specific manner, allocate assets and resources outside the response area, approve the hiring or termination of the Fire Chief, Station Chiefs and Administrative Assistant/Treasurer of the Fire Department, or authorize annual budget expenditures shall be approved by by-law of the Councils;
- b) Matters which direct or govern the standards and operations of the Fire Department, approve the hiring or termination of volunteers, or establish compensation and benefits for the employees or volunteers of the Fire Department shall be approved by written policy of the Fire Board; and
- c) Matters which are specifically dictated by legislation or regulation or which are administrative in nature shall be undertaken according to practices and procedures established by the Fire Chief.

**3.6** Notwithstanding the above, any joint direction from the Councils to the Fire Board shall take precedent over a policy established by the Fire Board and any policy established by the Fire Board shall take precedent over the practices and procedures of the Fire Chief, unless otherwise dictated by legislation or regulation.

**3.7** The Councils shall give such authority as may be necessary to the Fire Board and to the members of the Fire Department, acting in accordance with established by-laws, policies and procedures for the delivery of all services pertaining to fire protection.

#### **4.0 BUDGET AND FINANCIAL MANAGEMENT**

**4.1** Each year the Fire Board shall submit in writing to each of the Councils a draft budget for the operation of the Fire Department for the upcoming year. The budget shall be structured such that Administration, BBD&E Station and South Sherbrooke Station operating and capital costs, transfers to and from reserves, and any other revenue sources are readily identifiable.

**4.2** Each party hereto shall approve such draft budget, or any amendments thereto as agreed to by both Councils.

- 4.3** The Municipalities shall share the net costs of both the Administration budget and BBD&E Station budget based on the assessment ratio. This ratio shall be reviewed annually. Tay Valley Township shall pay all net costs relating to the South Sherbrooke Station budget.
- 4.4** The Municipalities shall pay an amount equal to 25% of their previous year's Fire Board requisitions on February 28<sup>th</sup> and on May 30<sup>th</sup> of each year. The amounts paid shall be deducted from the current year requisition, and the balance of the current year requisition shall be paid on September 30<sup>th</sup> of each year.
- 4.5** Any revenues collected through cost recovery for BBD&E Station shall be used to offset any BBD&E Station firefighter honorarium over expenditures in the budget during the same fiscal year. In the event that there are no firefighter honorarium over expenditures the Fire Board shall transfer the revenue into the appropriate reserve at the recommendation of the Fire Chief.
- 4.6** Any revenues collected through cost recovery for South Sherbrooke Station shall be used to offset any South Sherbrooke Station firefighter honorarium over expenditures in the budget during the same fiscal year. In the event that there are no firefighter honorariums over expenditures for South Sherbrooke Station the revenue will be paid to Tay Valley Township.
- 4.7** Any surplus arising from South Sherbrooke Station, BBD&E Station or administration operations shall be transferred to a reserve maintained by the Fire Board. The applicable contingency reserve shall fund any deficit arising from the operations of any of those three components of the Fire Department in the year that the deficit was realized.
- 4.8** The Fire Board shall maintain separate asset replacement/purchase reserves for Administration and the BBD&E Station and the South Sherbrooke Station.
- 4.9** The Councils agree that all assets pertaining to the South Sherbrooke Station that will be transferred to the Fire Board as a result of this agreement and that will be purchased or funded during the life of this agreement will be transferred to Tay Valley Township in the event that any party to this agreement ceases to participate in the agreement. The Councils further agree that if in future years it is deemed necessary to construct, maintain and operate another fire station in either of the Municipalities, payment for such construction, maintenance and operations, and ownership of resultant assets, shall be negotiated before construction.



- 4.10** The Fire Board will arrange, in consultation with the Councils, for the issuance 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 and its members, the Councils and its members as well as the members of the Fire Department against legal liability resulting from the activities of the Fire Board and the operations of the Fire Department and to ensure that all policies of insurance provide that all parties be endorsed as additional named insurers as their interest may appear.

## **5.0 INSURANCE AND INDEMNIFICATION**

- 5.1** The Corporation of the Township of Drummond/North Elmsley shall at all times save harmless and indemnify the Corporation of Tay Valley Township, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this agreement.
- 5.2** The Corporation of Tay Valley Township shall at all times save harmless and indemnify the Corporation of the Township of Drummond/North Elmsley, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this agreement.
- 5.3** The Municipalities shall have at all times liability insurance and include the other Municipality as a named insured. The Municipalities shall provide the other Municipality with proof of insurance on an annual basis; due June 30<sup>th</sup> of each year.

## **6.0 GENERAL**

- 6.1** This agreement shall remain in effect until a new agreement is made, notwithstanding, the terms of this agreement may be amended from time to time on mutual agreement of the Councils.
- 6.2** Should one of the Councils wish to propose an amendment to this agreement, such written notice shall be given to the other party at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.

- 6.3** So often as there may be any dispute between the Councils 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. 1990, c. M.48 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 Councils 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 *Arbitration Act, 1991*, S.O. 1991, c.17 or pursuant to any successor legislation.
- 6.4** In the event that any party to this agreement wishes to cease participating in the Fire Board, they may do so provided that:
- a) One (1) year's written notice is given to the other party. Any written notice given as aforesaid shall terminate this agreement as of December 31<sup>st</sup> of the following year in which notice is given.
  - b) The terminating party's share of the Fire Board's assets and liabilities relating to Administration and to the BBD&E Station will be firstly offered to the remaining party based upon the recommendations of an independent appraiser. When formulating his or her recommendations, the appraiser shall be guided by the cost sharing formulas of this and previous fire services agreements. In accordance with Section 4.9 of this agreement, South Sherbrooke Station assets and liabilities will revert to Tay Valley Township.
  - c) If the Fire Department is completely dissolved, the Fire Board's assets and liabilities relating to the South Sherbrooke Station will revert to Tay Valley Township, and the remaining assets and liabilities will be allocated to the Municipalities in accordance with an independent appraiser's recommendations.
  - d) When formulating his or her recommendations, the appraiser shall be guided by the cost sharing formulas of this and previous fire services agreements.
- 6.5** 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 Fire Department unless otherwise prohibited by any applicable statute or regulation.
- 6.6** The Councils shall execute such further assurances and actions as may be reasonably required to carry out the terms thereof.

- 6.7 Upon the execution of this agreement, any existing agreements amongst the Councils as amended with respect to fire protection shall forthwith become null and void.
- 6.8 In the event that any covenant, provision or term 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 Councils have here unto affixed the signatures of their duly authorized officers together with their corporate seals.

**SIGNED, SEALED and DELIVERED**

**THE CORPORATION OF THE  
TOWNSHIP OF DRUMMOND/NORTH  
ELMSLEY**

**THE CORPORATION OF  
TAY VALLEY TOWNSHIP**

\_\_\_\_\_  
**Aubrey Churchill  
Reeve**  
*(I have the authority to bind the Corporation)*

\_\_\_\_\_  
**Keith Kerr  
Reeve**  
*(I have the authority to bind the Corporation)*

\_\_\_\_\_  
**Cindy Halcrow  
Clerk Administrator**  
*(I have the authority to bind the Corporation)*

\_\_\_\_\_  
**Amanda Mabo  
Clerk**  
*(I have the authority to bind the Corporation)*