The Corporation of the Municipality of Meaford

By-law Number 2023-47

Being a by-law to authorize a Fire Protection Agreement For The Joint Management and Operation of the Inter-Township Fire Department

Whereas, Section 5 (3) of the Municipal Act, S.O. 2001, c.25 provides that municipal power shall be exercised by by-law; and

Whereas, section 202(1) of the Municipal Act, 2001, S.O. 2001. C. 25, authorizes two or more municipalities to 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(4) the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 states that the councils of two or more municipalities may establish one or more fire departments for the municipalities; and

Whereas, the Council of the Corporation of the Township of Georgian Bluffs and the Council of the Corporation of the Municipality of Meaford have passed by-laws to Establish and Regulate the Inter-Township Fire Department (the "ITFD"); and

Whereas, the Council of the Corporation of the Township of Georgian Bluffs and the Council of the Corporation of the Municipality of Meaford have agreed to jointly manage and operate the ITFD by means of a joint service board; and

Whereas, Council of the Corporation of the Municipality of Meaford deems it expedient and necessary to enact a by-law to establish an ITFD Joint Board of Management.

The Council of the Corporation of the Municipality of Meaford enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute a Joint Municipal Service Board Agreement with the Township of Georgian

Bluffs for the joint management and operation of the ITFD, attached hereto as Schedule A and forming part of this by-law.

2. That a joint board of management (the "Fire Board") be established in accordance with the agreement attached hereto.

3. That By-law 2013- 041 is hereby repealed and that all by-laws or parts thereof and resolutions passed prior to this By-law which contravene any terms of this By-law are hereby rescinded.

4. That this by-law shall come into force and take effect upon being passed by Council.

Read a first, second and third time and finally passed this 24th day of July, 2023.

Ross Kentner, Mayor

Matthew Smith, Clerk

Agreement For The Establishment And Operation Of A Joint Municipal Service Board For The Joint Management And Operation Of The Inter-Township Fire Department

This agreement made this __ day of __, 2023.

Between:

The Corporation Of The Township Of Georgian Bluffs

(The "**Township Of Georgian Bluffs**")

Of The First Part

- And -

The Corporation Of The Municipality Of Meaford

(The "**Municipality Of Meaford**")

Of The Second Part

(collectively, the "**Parties**")

Whereas:

A. Subsection 20(1) of the Municipal Act, 2001, S.O. 2001, c.25 (the "**Municipal Act, 2001**") authorizes a municipality to enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which the municipalities have the power to provide within their own boundaries.

B. Subsection 196(1) of the Municipal Act, 2001 authorizes a municipality to establish a municipal service board.

C. Subsection 23.1 of the Municipal Act, 2001 authorizes a municipality to delegate its powers and duties to a municipal service board.

D. Subsection 198(1) of the Municipal Act, 2001 authorizes a municipality to give a municipal service board control and management of such services and activities of the municipality as the municipality considers appropriate and provides that it shall do so by delegating the powers and duties of the municipality to the municipal service board in accordance with the Municipal Act, 2001.

E. Subsection 202(1) of the Municipal Act, 2001, authorizes two or more municipalities to 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.

F. Whereas, subsection 202(3) of the Municipal Act, 2001 provides that the provisions of the Act which apply to municipal service boards also apply with necessary modifications to joint municipal service boards.

G. Whereas subsection 2(4) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4 authorizes two or more municipalities to establish a fire department for the purpose of providing Fire Protection Services in those municipalities.

H. Subsection 5(4) of the Fire Protection and Prevention Act, 1997, (the "**Fire Protection and Prevention Act, 1997**") authorizes the councils of two or more municipalities to establish one or more fire departments for the municipalities.

I. The Parties have previously entered into an agreement dated May 1, 2013, to jointly own, manage, and operate a fire department known as the Inter-Township Fire Department (the "**ITFD**") for the purpose of providing fire protection services in the areas defined in this Agreement.

J. The Parties wish to enter into this Agreement to establish a joint municipal service board for the joint management and operation of the ITFD and to provide for matters which are necessary and desirable to facilitate the establishment and operation of this joint municipal service board.

K. The Parties have passed respective by-laws for entering into this Agreement.

Therefore, in consideration of the making of this Agreement and the mutual covenants and terms contained herein, the Parties agree as follows:

1. Definitions

1.1 "Automatic Aid Agreement" means, as defined in subsection 1(4) of the Fire Protection and Prevention Act, 1997, any agreement under which:

a. A municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of responding more quickly than any fire department situated in the other municipality; or

b. A municipality agrees to ensure the provision of a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplemental

response to fires, rescues and emergencies occurring in the part of the other municipality.

1.2 "Capital" means tangible asset expenditures as defined by the Public Sector Accounting Board including but not limited to the land where the ITFD fire hall is situated, the fire hall building, vehicles or rolling stock, buildings, bunker gear/turnout gear and breathing apparatus/self-contained breathing apparatus.

1.3 "Chief Administrative Officer" ("CAO") means the Chief Administrative Officer for the Corporation of the Township of Georgian Bluffs.

1.4 "Council(s)" means the Council of the Township of Georgian Bluffs and/or the Council of the Municipality of Meaford.

1.5 "Fire Board" means the ITFD Joint Board of Management.

1.6 "Fire Chief" means the chief of the ITFD, who is the person ultimately responsible to the Councils for the delivery of Fire Protection Services.

1.7 "Fire Marshal" means the Fire Marshal appointed under subsection 8(1), of the Fire Protection and Prevention Act, 1997.

1.8 "Fire Protection Services" means a range of programs designed to protect the lives and property of the inhabitants of the ITFD response area from the adverse effects of fire, sudden medical emergencies or exposure to dangerous conditions created by man or nature and for the purpose of this Agreement, includes fire rescue and suppression services, but does not include fire prevention and public education.

1.9 "ITFD" means the Inter-Township Fire Department which is jointly owned, managed and operated by the Parties for the purpose of providing Fire Protection Services in the areas defined in this Agreement.

1.10 "Member" means a person employed by the ITFD or acting as a fire fighter and includes an officer.

1.11 "Response Area" means the areas of the participating municipalities, as described in Schedule A (Georgian Bluffs) and Schedule B (Sydenham Township), attached to and forming part of this Agreement.

2. Establishment and Procedures

2.1 A Joint Municipal Service Board shall be established for the joint management and operation of the ITFD, and shall be known as the Fire Board.

2.2 The Fire Board shall at all times be subject to the provisions of the Municipal Act, 2001, and the Fire Protection and Prevention Act, 1997.

2.3 The Fire Board shall be composed of seven (7) members: three (3) elected members of the Council of the Township of Georgian Bluffs; two (2) elected members of the Council of the Municipality of Meaford; one (1) resident of the Township of Georgian Bluffs; and one (1) resident of the Municipality of Meaford. All members specified in this section shall be voting members of the Fire Board.

2.4 Councils shall appoint the Fire Board members for a minimum two-year term. Each Council shall appoint their elected representatives in December, upon assuming their elected offices. The Fire Board members will take office effective January 1st, 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.

2.5 The Fire Board shall appoint a Chair, and Vice Chair, from amongst its members, at the first meeting of the Fire Board who shall serve for a two (2) year term commencing January 1st. At the conclusion of the two (2) year term, the Fire Board shall appoint a new Chair and Vice Chair.

2.6 The Chair shall preside at all meetings of the Fire Board and be charged with governing the administration of the business and affairs of the Fire Board.

2.7 The Fire Board shall appoint a Board Secretary and a Treasurer. The Board Secretary shall be appointed from the Township of Georgian Bluffs. The Treasurer shall be the Treasurer from the Township of Georgian Bluffs. The Board Secretary or the Treasurer may appoint a designate/alternate from either of the respective municipalities.

2.8 The Auditor for the Township of Georgian Bluffs shall audit the accounts of the Fire Board and shall submit copies of the annual statements and copies of his/her report to the Fire Board and to each of the Parties.

2.9 The Board Secretary shall give, or cause to be given, all notices required to members of the Fire Board and Auditor and shall attend all meetings of the Fire Board and enter, or cause to be entered in the municipal record, 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 such other duties as may be from time to time prescribed by the Fire Board.

2.10 The Treasurer shall keep full and accurate books of account in which shall be recorded all receipts and disbursements of the ITFD, 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 a summary of the financial position of the ITFD at each regular meeting.

2.11 The Fire Board shall hold at least four (4) meetings annually, and at such other times at the call of the Chair or on petition of a majority of the members of the Fire Board, provided that the members are notified of the time and place of the meeting by a written notice, to be delivered to the other members of the Fire Board, at least two (2) days prior to the holding of the meeting.

2.12 The Fire Board shall ensure the attendance of the CAO, Fire Chief and Board Secretary and/or their respective designate at each regular and special Fire Board meeting.

2.13 Fire Board meetings shall adhere to the Procedural By-law passed by the Council of the Township of Georgian Bluffs 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 vote, and in the case of an equality of votes, the motion shall be recorded as defeated.

2.15 Copies of all minutes of regular and special meetings of the Fire Board are to be promptly submitted to the Clerk of each respective municipality, after their approval by the Councils.

2.16 Audited financial statements, after consideration by the Fire Board, are to be forwarded to the Councils.

2.17 The Fire Board shall provide quarterly statistical reports to the Councils respecting data about calls to the ITFD. The Fire Board shall direct the Fire Chief to provide detailed ITFD call information at the request of either Party.

2.18 The Fire Board may 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 by passing a resolution. In the alternative or in addition to Office of the Fire Marshal comment, upon the passage of a resolution, 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.

2.19 The Fire Board shall adhere to the by-laws and policies of the Township of Georgian Bluffs respecting health and safety, purchasing and human resources as well as the Code of Conduct.

2.20 The Fire Board shall, at its first meeting, pass a delegated authority by-law that defines the actions that the CAO, Board Treasurer and/or Fire Chief may perform without Fire Board approval.

2.21 The Fire Chief shall report directly to the CAO and bring any recommendations to the Fire Board through the CAO.

2.22 The Fire Chief and CAO shall meet regularly with the Municipality of Meaford CAO or their designate to discuss ITFD issues, proposals and recommendations for the Fire Board.

2.23 Upon the request of the CAO, staff from the Township of Georgian Bluffs or the Municipality of Meaford shall provide advice to the Fire Board.

3. Purpose and Authority

3.1 The Fire Board shall ensure that the ITFD complies with the provisions of the Fire Protection and Prevention Act, 1997,and regulations made pursuant thereto, and with by-laws passed by the Councils to establish and regulate the ITFD.

3.2 The Fire Board shall govern the provision of adequate facilities and equipment for the operation of the ITFD, within the financial limitations established by the Councils through the annual budget.

3.3 The Fire Board shall be responsible for governing the provision of Fire Protection Services within the Response Area as defined in Schedules A and B to this Agreement. The Response Area may be subject to change upon the request of either Council.

3.4 The Fire Board shall formulate policy directed toward the effective and efficient operation of the ITFD enabling it to respond as soon as possible to all emergency calls with such resources as are deemed appropriate.

3.5 It shall be the responsibility of the Fire Board, Fire Chief and Board Secretary/Treasurer to prepare draft by-laws for consideration by the Councils, to formulate and adopt policies for the operation of the ITFD, and to offer guidance and direction to the Fire Chief through recommendation to the CAO, for the administration of the ITFD.

3.6 The Fire Board shall not review individual call data.

3.7 The Fire Board, Fire Chief and ITFD Members shall operate in conformity with all by-laws passed by the Councils for the purposes of providing Fire

Protection Services to the residents and visitors within the Response Area, 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, 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 ITFD, approve the hiring or termination of volunteers, approve collective bargaining agreements, 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.

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

3.9 The Councils shall give such authority as may be necessary to the Fire Board and to the Members of the ITFD, acting in accordance with established by-laws, policies and procedures for the delivery of Fire Protection Services.

3.10 The Fire Board shall be required, and is so authorized, to enter into any Automatic Aid Agreement recommended by the Master Fire Plan of either Party.

3.11 The Parties agree that the Fire Chief shall be considered to be the Chief Fire Official for the Township of Georgian Bluffs and the Meaford Fire Department Fire Chief shall be considered to be the Chief Fire Official for the Municipality of Meaford, for the purposes of the Fire Prevention and Protection Act, 1997.

4. 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 ITFD for the upcoming year. The budget shall be structured such that the administrative requirements, expected wage costs for volunteer firefighters (emergency call response

and training), and ITFD Station operating and Capital costs, transfers to and from reserves, and any other revenue sources are readily identifiable.

4.2 Each Party shall approve such draft budget, or any amendments thereto as agreed to by both Councils on or before the 1st of February of each year.

4.3 All assessments, costs, charges, claims and demands, including the cost of establishing maintaining, insuring and operating the ITFD, salaries, wages, and purchase of equipment and apparatus shall be borne by and paid for by the Corporations of the Township of Georgian Bluffs and the Municipality of Meaford on a 75% / 25% share basis, net of fire calls and any other revenues, as established in the current year's budget, with such payment to be made through the ITFD.

4.4 The Parties agree that for the purposes of the financial terms and commitments to this Agreement, all Capital and operating costs shall be incurred as per the formula outlined in paragraph 4.3 of this Agreement.

4.5 The Fire Board has the authority pursuant to this Agreement to increase the ITFD Budget by up to three percent (3%) annually, if the Fire Board deems appropriate.

4.6 Any surplus arising from ITFD operations shall be transferred to a reserve maintained by the Fire Board (the "ITFD Reserve"). The ITFD Reserve shall fund any deficit arising from operations of the Department in the year the deficit was realized. All reserve funds held by the Parties will be transferred to the ITFD Reserve upon the Parties' execution of this Agreement.

4.7 Each annual draft budget submitted to the Councils shall include an appropriate provision for the ITFD Reserve. Such contributions to the Reserve shall be placed in a separate deposit account as may be approved by the Fire Board in the care and custody of the Treasurer. The Treasurer shall submit a report to the Fire Board on the status of the Reserve Fund as part of the annual budget process.

4.8 The Fire Board shall establish a ten (10) year asset management plan. Capital costs will be based on the 10 year asset management plan, and budgeted to create stable costs each year, with reserve contributions/draws as appropriate each year.

4.9 The Fire Board shall invoice each Party for its share of the cost of operation and maintenance of the ITFD quarterly in advance, payable on the specified day (15 January, 15 April, 15 July, 15 October). The Parties agree to pay such assessment and charges to the Fire Board promptly on receipt of invoice for same.

4.10 Any revenues collected through cost recovery for the ITFD shall be used to offset any firefighter honorarium over expenditures in the budget in the same fiscal year. In the event there are no honorarium over expenditures for the ITFD, the revenue will paid to the Parties in accordance with the formula set out in paragraph 4.3.

4.11 The Fire Board hereby authorizes the Fire Chief to purchase anything in the approved budget within the limits established by the Township of Georgian Bluffs Purchasing Policy.

5. Insurance and Indemnification

5.1 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 ITFD against legal liability resulting from the activities of the Fire Board and the operations of the ITFD and to ensure that all policies of insurance provide that all Parties be endorsed as additional named insurers as their interest may appear.

5.2 The Township of Georgian Bluffs shall at all times save harmless and indemnify the Municipality of Meaford, 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 Municipality of Meaford shall at all times save harmless and indemnify the Township of Georgian Bluffs, 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.

5.4 The Parties shall have at all times liability insurance and include the other Municipality as a named insured. The Parties shall provide the other Party with proof of insurance on an annual basis; due June 30th of each year.

6. General

6.1 This Agreement shall be in effect and 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.

a. If the Parties agree to dissolve the ITFD and/or Fire Board, each Party shall receive 100% of its share of ITFD assets and reserve on

such dissolution in accordance with the cost sharing formula of this Agreement.

b. Any changes in services that materially affect the operation of the ITFD and Fire Board require a review of this Agreement.

c. Should one of the Councils wish to propose an amendment to this Agreement, such written notice shall be given to all Parties at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.

d. An amendment to this Agreement can only be made with the unanimous consent of all Parties except as hereinafter provided.

6.2 The Parties shall give such authority as may be necessary to the Members of the ITFD in all matters pertaining to Fire Protection Services. So often as there may 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. 1990, c.M48 (the "**Municipal Arbitrations Act**") 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 shall agree to the selection of a single arbitrator and, in the absence of such agreement, such arbitrator shall be appointed by a judge of the Superior Court of Justice pursuant to the provisions of the Arbitrations Act, 1991, S.O. 1991, c.17 or pursuant to any successor legislation.

6.3 In the event that any Party wishes to cease participating in the Fire Board, they may do so provided that two (2) years written notice is given to the other Party. Such written notice shall terminate this Agreement as of December 31st of the second year after which notice is given.

6.4 The Parties shall do and execute all such further acts, deeds, instruments, or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.

6.5 Upon the execution of this Agreement, any existing agreements amongst the Parties as amended with respect to the ITFD and Fire Protection Services in the Response Area shall forthwith become null and void.

6.6 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.

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In witness whereof the Parties have hereunto affixed the signatures of their duly authorized officers.

Township of Georgian Bluffs

_____
Name: Sue Carleton
Title: Mayor

_____
Name: Carly Craig
Title: Acting Clerk

We have authority to bind the corporation.

Municipality of Meaford

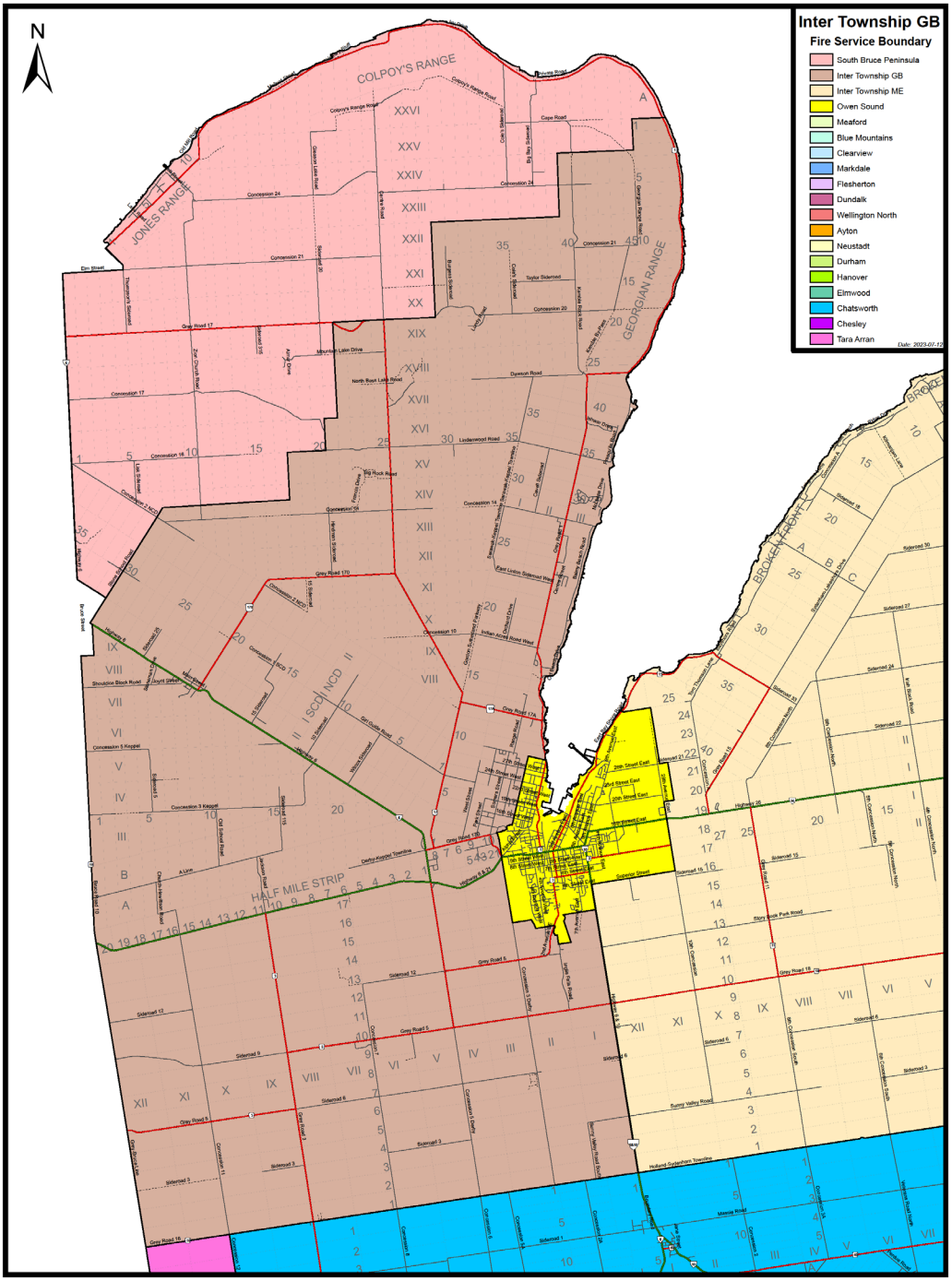
_____
Name: Ross Kentner
Title: Mayor

_____
Name: Matt Smith
Title: Clerk

We have authority to bind the corporation.

Schedule A

Response Area – Township of Georgian Bluffs



Schedule B

Response Area – Geographic Township of Sydenham, Municipality of Meaford

