

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 44 - 2013

BEING a By-law to authorize the Mayor and CAO to enter into an Elmwood Fire Department Joint Agreement between the Municipality of West Grey and Municipality of Brockton;


WHEREAS the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into the aforementioned Agreement;


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:


1. **THAT** the Mayor and CAO are hereby authorized to sign the Elmwood Fire Department Joint Agreement between the Municipality of West Grey and Municipality of Brockton, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

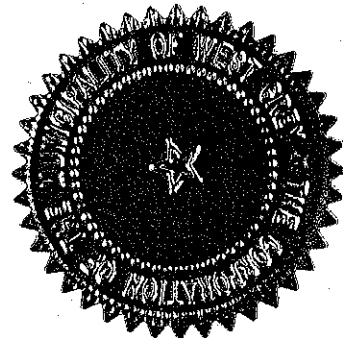
Read a first and second time this 21st day of May, 2013.

Read a third time and finally passed this 3rd day of June, 2013.


Kevin Eccles, Mayor


Christine Robinson, CAO

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY DATED AT
WEST GREY
THIS 3rd DAY OF June 2013

JAMES MARK TURNER, CLERK
CORPORATION OF THE MUNICIPALITY OF WEST GREY



SCHEDULE "A" to West Grey By-law No. 44-2013
SCHEDULE "A" to Brockton By-Law No. 2013-047

Elmwood Fire Department
Joint Agreement

This Agreement made this 3rd day of June, 2013

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

-and-

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

WHEREAS Section 8, of the Municipal Act, S.O., 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS Section 9 of the Municipal Act, 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

AND WHEREAS the Fire Protection and Prevention Act allows for entering into agreement with one or more municipalities to provide for the joint management and operation of fire departments for the establishment of Joint Boards of Management thereof;

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

AND WHEREAS the parties hereto have agreed to jointly manage and operate a fire department to be known as the "Elmwood Fire Department" hereinafter called the "department" for the purpose of providing fire protection in the areas defined in this agreement.

And witnessed this agreement that in consideration of the covenants and terms herein contained:
The parties hereto agree as follows

1. In this agreement,
 - a. "Fire Chief" means Chief of the Jointly Managed and Operated Elmwood Fire Department.
 - b. "Deputy Chief" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the fire department and who has the same authority as the Fire Chief.

- c. "Designate" means the person who, in the absence of the Fire Chief and Deputy Chief, is assigned to be in charge of the particular activity of the fire department and who has the same powers and authority as the Fire Chief.
 - d. "Response area" means the areas of the participating municipalities, as described in Appendix "A & B", attached to and forming part of this agreement to be provided fire protection services by the Elmwood Fire Department.
 - e. "Department" means the Elmwood Fire Department.
 - f. "Fire Protection" means a range of programs designed to protect the lives and property of the inhabitants of the response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by man or nature and includes rescue and suppression services.
 - g. "West Grey Fire Chief" means the Chief Fire Official for the Municipality of West Grey.
 - h. "Brockton Fire Chief" means the Chief Fire Official for the Municipality of Brockton.
 - i. "Secretary/Treasurer" means the Secretary/Treasurer of the Elmwood Fire Department Joint Board of Management.
2. A Joint Board of Management shall be established and shall be composed of two (2) elected members from the council of the Municipality of Brockton and two (2) elected members from the council of the Municipality of West Grey. This Board of Management shall be known as the "Elmwood Fire Department Joint Board of Management", hereinafter called the "Fire Board". The councils of the Municipality of Brockton and the Municipality of West Grey shall appoint the Fire Board members. Each council shall appoint their representatives at the start of each council term. The representatives will take office effective January 1st, of the first year of the council term. Any vacancy occurring in 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.
 3. The Fire Board shall appoint a Chairperson and Vice Chairperson, from amongst its members, at the first meeting following the start of a new council term.
 4. The Chairperson or Vice Chairperson shall preside at all meetings of the Fire Board.
 5.
 - a. The Secretary/Treasurer shall be a municipal employee from the municipality with the higher assessment contained in the Response Area as described in Appendix "A" and "B" to this agreement.
 - b. The auditor for the municipality with the higher assessment contained in the Response

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Area 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 to this agreement.

- c. The Secretary/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 resulting from the operation of the Fire Board and perform such other duties as may from time to time be prescribed by the Fire Board.
 - d. 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 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 by the Fire Chief or his designate and authorized in the current year's budget as approved by the Board and accepted by the parties to this agreement.
6.
 - a. 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.
 - b. The Fire Chief of the department and/or his/her designate shall attend at each regular and special Fire Board meeting.
 7. The Fire Board shall ensure that all meetings are convened with a quorum; this will ensure that representation from each party to this agreement is met.
 8.
 - a. All Fire Board meetings shall have business conducted by written motion, duly moved, seconded, and carried by a majority vote.
 - b. Copies of all minutes of regular and special meetings of the Fire Board are to be promptly submitted, after their approval, to the councils of each party to this agreement.
 - c. Quarterly financial statements are to be forwarded to the councils of each party to this agreement within 30 days of being presented to the Fire Board.
 9.
 - a. By the 1st of December in each year the Fire Board shall submit in writing to each of the

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parties hereto, a draft budget for the operation of the department for the following year. Each party hereto shall approve such draft budget, or an amendment thereof, as agreed to by the other party, on or before the 1st of April of each year. Each party hereto shall pay to the Secretary/Treasurer 25% of the previous year's total estimated net costs by the 15th of January of the current calendar year, 25% of the previous year's total estimated net costs by the 1st day of April of the current calendar year, 25% of actual current budget by the 1st day of July of the current calendar year, and the balance of the current year's budget by the 1st day of October of the current calendar year. A penalty of 1.25% per month shall be charged on any installment in default for more than seven (7) days.

- b. Operational, maintenance and capital costs for the operation of the department shall be assessed against each of the two parties to this agreement on a percentage basis, such percentage to be derived from the applicable ratable assessments of those lands listed on Appendix "A" and Appendix "B" attached to the By-law, based on the current year's assessment for taxation.
- c. Any surplus or deficit derived from operational and capital expenditures of the Elmwood Fire Department on a yearly basis shall be added to or removed from the Reserve Fund specifically created for the Elmwood Fire Department and placed in a separate account in the care and custody of the Secretary/Treasurer. The Secretary/Treasurer shall submit a report to the Fire Board and the parties to this agreement on the position of the Reserve Fund by April 30th of each year. No non-budgeted amounts shall be paid out of, or charged against, the Reserve Fund following the date when any party has given notice of intent to withdraw from this agreement. Each party to this agreement shall be responsible for its share of all capital purchases as contained in the ten (10) year Capital Forecast created specifically for the Elmwood Fire Department.
- d. The Fire Board shall create a Ten (10) Year Capital Forecast specific to the Elmwood Fire Department for the term of this agreement. It is understood that the Board will complete a yearly review of the Ten (10) Year Capital Forecast.
- e. The ten (10) year Capital Forecast shall form part of the annual budget which can only be amended by mutual approval by way of a resolution passed by both parties to this agreement.
- f. Once the yearly operational and capital budget has been approved by the parties to this agreement, the Fire Chief shall be and is authorized to carry out and oversee the operation of the department based upon the limits as contained in the operating and capital budget without further approvals from the Fire Board. The Fire Chief shall be guided in incurring budgetary expenditures for the department by the Board's purchasing policies and By-Laws of the municipality with the higher assessment.

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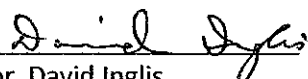
16. This agreement shall remain in force for period of ten (10) years starting as of the date of acceptance of this agreement by way of by-law by the Municipality of West Grey and the Municipality of Brockton. This agreement shall remain in force until either party provides written notice of termination. In the event that either party to this agreement wishes to cease participating in the agreement, they may do so only under the following conditions:
- a. Either party must provide written notice of its desire to terminate its participation in the agreement.
 - b. Any written notice so required during the agreement can be provided no earlier than December 31st, of the ninth (9th) year and termination shall be effective as of December 31st of the tenth (10th) year of the agreement.
 - c. The terms of this agreement may be amended from time to time only by mutual agreement of both parties by an amending by-law of both municipalities.
 - d. Should one of the parties wish to propose an amendment to this agreement, such written notice shall be given to the other party for consideration at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.
 - e. Upon termination of this agreement under the provisions of Section 16 (b), the terminating party's share of capital assets, as per Section 9, paragraph (b) of this agreement, based on the net carrying amount as per PSAB, as per the most recent audited statement, and the terminating party's share of the reserve fund to be determined by Section 9, paragraph (b) of the termination year, will be firstly offered to the remaining party. The funding of such purchase will be extended over a period, not to exceed 2 years.
 - f. If the department is completely dissolved, the assets are to be split based on the formula contained in Section 9, paragraph (b) of this agreement with the exception of land and building assets which shall be split on a 50/50 basis between both parties.
17. 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, as amended, 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 selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act, 1991, S.O. 1991, c.17 or pursuant to any successor legislation.

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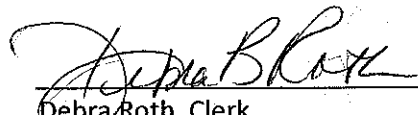
18. It is agreed that, with respect to matters not dealt with in this agreement, the Fire Board may authorize the formulation of policies for and relating to the administration and operation of the department so long as they are not in conflict with any existing By-laws or policies of the municipality with the higher assessment and are not 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 thereof.
20. Upon the execution of this agreement, any existing agreements amongst the parties as amended with respect to fire protection shall forthwith become null and void.
21. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to 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.

This Agreement made this 3rd day of June, 2013.

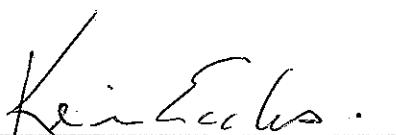
In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.



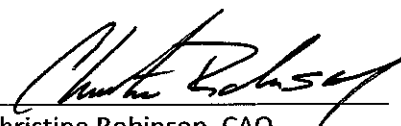
Mayor, David Inglis
Municipality of Brockton



Debra Roth, Clerk
Municipality of Brockton



Kevin Eccles, Mayor
Municipality of West Grey



Christine Robinson, CAO
Municipality of West Grey