

The Corporation of the Township of Huron-Kinloss



BY-LAW

2020-90

Being a By-Law to Authorize Entering into a Joint Fire Service Agreement with the Township of Ashfield-Colborne-Wawanosh

WHEREAS the Municipal Act, 2001 S.O. 2001, c.25, as amended, Section 20(1), provides that a Council of a Municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the Municipal Act, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the Fire Protection and Prevention Act, 1997 S.O 1997, c.4, as amended, (the "FPPA") Section 5(4) permits two or more municipalities to establish one or more fire departments for the purpose of providing Fire Protection Services in those municipalities;

AND WHEREAS the Council for the Corporation of the Township of Huron-Kinloss deems it advisable to enter into a joint Fire Service Agreement with the Township of Ashfield-Colborne-Wawanosh as outlined in Schedule 'A' of this agreement.

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows

- 1.0 That the Corporation of the Township of Huron-Kinloss Council hereby enter into a Joint Fire Services Agreement with The Corporation of the Township of Ashfield-Colborne-Wawanosh. which is attached as Schedule "A" and forms part of this by-law.
- 2.0 That the Mayor and Clerk are hereby authorized and directed to fully execute the agreement and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This by-law shall come into full force on November 1, 2020
- 4.0 That By-Law No. 2014-51 and all adhering amendments made thereto, be and the same are hereby repealed upon passage of this By-Law.
- 5.0 This by-law may be cited as the "Joint Fire Service Agreement with ACW By-Law".

READ a FIRST and SECOND TIME this 21st day of September, 2020

READ a THIRD TIME and FINALLY PASSED this 21st day of September, 2020

Mitch Twolan, Mayor

Emily Dance, Clerk

Schedule "A"

BY-LAW No. 2020-_____

THIS AGREEMENT made this ____ day of _____, 2020 being a Joint Fire Service Agreement.

BETWEEN PARTIES:

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS,

Herein after called "Huron-Kinloss"

AND

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH,

Herein after called "Ashfield-Colborne-Wawanosh"

WHEREAS the Municipal Act, 2001 S.O. 2001, c.25, as amended, Section 20(1), provides that a Council of a Municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the Municipal Act, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the Fire Protection and Prevention Act, 1997 S.O 1997, c.4, as amended, (the "FPPA") Section 5(4) permits two or more municipalities to establish one or more fire departments for the purpose of providing Fire Protection Services in those municipalities;

AND WHEREAS the parties hereto have agreed to form the Lucknow and District Fire Department for the purpose of providing Fire Protection Services in the areas as defined in Appendix 'A' through Appendix 'D' of this agreement;

AND WHEREAS the Corporation of the Township of Huron-Kinloss and the Corporation of the Township of Ashfield-Colborne-Wawanosh jointly own assets suitable to meet the Municipal Fire Protection Service responsibilities required by FPPA, through the Lucknow and District Fire Board (the "Board").

AND WHEREAS the parties hereto have agreed to form the Lucknow and District Fire Board to oversee the fire protection service.

AND WHEREAS the parties hereto have agreed to the role, responsibilities and procedures of the Lucknow and District Fire Board as outlined in Appendix 'E' of this agreement.

AND WHEREAS the parties hereto have agreed to the Lucknow and District Fire Board Fire Chief Management Services as outlined in Appendix 'F' of this agreement;

NOW THEREFORE it is mutually agreed upon as to the terms herein between the Corporation of the Township of Huron-Kinloss and the Corporation of the Township of Ashfield-Colborne-Wawanosh, as follows;

1. DEFINITIONS

- a) FIRE CHIEF shall mean the Fire Chief duly appointed by By-law of the Township of Huron-Kinloss and as defined in the FPPA.
- b) SERVICE AREA shall mean the area within the Municipal boundaries of the Township of Ashfield-Colborne-Wawanosh described in the map attached hereto as Appendix "A" and Appendix 'B', the Township of Huron-Kinloss described in the map attached hereto as Appendix "C" and Appendix "D" forming part of this agreement.
- c) FIRE DEPARTMENT shall have the same meaning as in the FPPA.
- d) LUCKNOW AND DISTRICT FIRE BOARD shall mean the board formed and made up of representatives that are elected officials from Huron-Kinloss and Ashfield-Colborne-Wawanosh as further outlined in Appendix 'E' of this agreement.
- e) FIRE PROTECTION SERVICES shall have the same meaning within the FPPA.
- f) LUCKNOW AND DISTRICT FIRE STATION shall mean the Fire Station located at 725 Campbell Street in Lucknow, ON.

2. LUCKNOW AND DISTRICT FIRE DEPARTMENT MANAGEMENT, ADMINISTRATION and OPERATIONS

- a) Huron-Kinloss and Ashfield-Colborne-Wawanosh agree that all management, including financial management, administration and operations of the Lucknow and District Fire Department shall be the responsibility of Huron-Kinloss.
- b) Huron-Kinloss shall be responsible for the levels of service provided, the organizational structure of the Fire Department and the retention and enactment of all By-laws, Policies, Procedures and Standard Operating Guidelines of the Fire Department. The Lucknow and District Fire Board will have input and may make recommendations regarding such as required.
- c) Huron-Kinloss and Ashfield-Colborne-Wawanosh hereby agree that all members of the Lucknow and District Fire Department become employees of the Township of Huron-Kinloss, and that a unified pay structure shall be adopted upon acceptance of this agreement.
- d) Upon acceptance of this agreement, all administrative processes and procedures of the Township of Huron-Kinloss shall apply to the Lucknow and District Fire Department, including but not limited to; By-laws, Township Policies, Purchasing and Procurement, Internal Procedures, Standard Operational Guidelines, Hiring and Promotion Practices, Position Descriptions, Payroll rates and processes, Strategic Plans, the organizations values, vision and mission and all other processes necessary to manage and operate Fire Services.
- e) The Lucknow and District Fire Board will be provided copies of all relevant documentation for review and reference purposes.
- f) Huron-Kinloss and Ashfield-Colborne-Wawanosh will jointly provide, except as hereinafter limited or excluded, fire protection services within the service areas defined

by the maps attached hereto as Appendix "A" and Appendix "B" and the Township of Huron-Kinloss described in the map attached hereto as Appendix "C" and Appendix "D".

3. FIRE CHIEF SERVICES

- a) Huron-Kinloss and Ashfield-Colborne-Wawanosh agree that the Fire Chief for the Lucknow and District Fire Department shall be the Full Time Fire Chief employed by the Township of Huron-Kinloss who is duly appointed by By-law of the Township of Huron-Kinloss as further outlined in Appendix 'F' as attached hereto.
- b) The Fire Chief shall have full authority and control over any and all administrative and operational activities in which the Fire Department may be engaged in the fire service areas as defined in this agreement.
- c) Huron-Kinloss and Ashfield-Colborne-Wawanosh agree that the financial equivalent of 40% of the duties of the Fire Chief as provided by the Township of Huron-Kinloss be allocated in the annual budget for the Lucknow and District Fire Department to be shared as per Section 4 (f).
- d) Annually, prior to the consideration of the budget, the Township of Huron-Kinloss will provide to the Board, confidentially, the proposed financial equivalent of 40% of the duties of the Fire Chief, detailing the breakdown, within the limitations of the Municipal Freedom of Information and Protection of Personal Privacy Act, of how the 40% is calculated to ensure financial due-diligence.

4. FINANCIAL

- a) The Fire Chief shall prepare annually and present through the Lucknow and District Fire Board, an estimate of operating revenues and expenditures and capital contributions and purchases for the Lucknow and District Fire Department.
- b) All parties to this agreement must approve the Fire Chief's estimates as submitted or amended. Ashfield-Colborne-Wawanosh shall pay to the Treasurer of Huron-Kinloss, in quarterly installments, the amount of their said apportionment of costs.
- c) The Board shall not have its own bank account. All deposits and payments will be made through the Treasurer of Huron-Kinloss.
- d) The Township of Huron-Kinloss shall act as the Treasurer and provide administrative assistance to the Board. These services will be at a cost of \$2,500 annually to the Board.
- e) The auditor for the Corporation of the Township of Huron-Kinloss shall audit the financial records of the Board and submit copies of the annual statements to each party of this agreement.
- f) The annual Operating deficits or surpluses resulting from the Operation of the Lucknow and District Fire Board, plus approved capital projects, shall be shared at the following rates:
 - i. Huron-Kinloss Capital = 50%
 - ii. Ashfield-Colborne-Wawanosh Capital = 50%
 - iii. Huron-Kinloss Operating = 50%
 - iv. Ashfield-Colborne-Wawanosh Operating = 50%
 - v. Fire Calls: \$100.00 per call
- g) The Lucknow and District Fire Board shall review the basis upon which costs are shared under the provisions of this agreement hereto every three years or more frequently as

all of the parties may mutually agree upon. Any change in formulas for cost sharing must be with the consent of all parties and will be effective on the first day of January of the year in which the formula funding change is adopted by both parties.

- h) Township of Huron-Kinloss shall ensure, in consultation with the parties that all necessary and adequate insurance coverages are in place to protect assets in the care, custody and control of the Lucknow and District Fire Department, the parties hereto and members of the Fire Department against legal liability resulting from activities of the Board and the operations of the Department.

5. GENERAL TERMS

- a) Should one of the parties propose an amendment to this agreement, such written notice shall be given to all parties at least 45 days prior to any Council Meeting.
- b) This agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and respective assigns. This agreement may be cancelled at any time upon the unanimous consent of all parties. Any individual party wishing to withdraw from this agreement may do upon presenting not less than one year's written notice of intent, to be effective one (1) year after December 31st of the year in which notice is given.
- c) Each and every provision of this agreement is severable, and if any provision or term of this agreement should, for any reason, be declared invalid by any court, it is the intention and desire of the parties to this agreement, that each and every of the remaining provisions remain in full force and effect.
- d) Upon execution, this agreement shall be take full force and effect at Twelve (12) O'clock in the AM on November 01, 2020
- e) Upon execution of this agreement; at Twelve (12) O'clock in the AM on November 01, 2020, any By-Laws existing agreements among the parties, as amended, with respects to Fire Protection Services shall be repealed.
- f) Financial management and payroll shall commence at Twelve (12) O'clock in the AM on January 01, 2021.
- g) Unless terminated pursuant to Section 8 (b), this agreement shall be in force and effect until such time a new agreement is made, notwithstanding that the terms of this agreement may be amended in writing from time to time.
- h) Any written notice shall be provided to the Clerk of either party, and shall be deemed to have been given on the day of transmission if delivered by fax, email or personal service, or on the third business day following the day of mailing if sent by registered mail.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their corporate Seals and Signatures of their respective Officers

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Mitch Twolan, Mayor

Emily Dance, Clerk

We have the authority to bind the Corporation

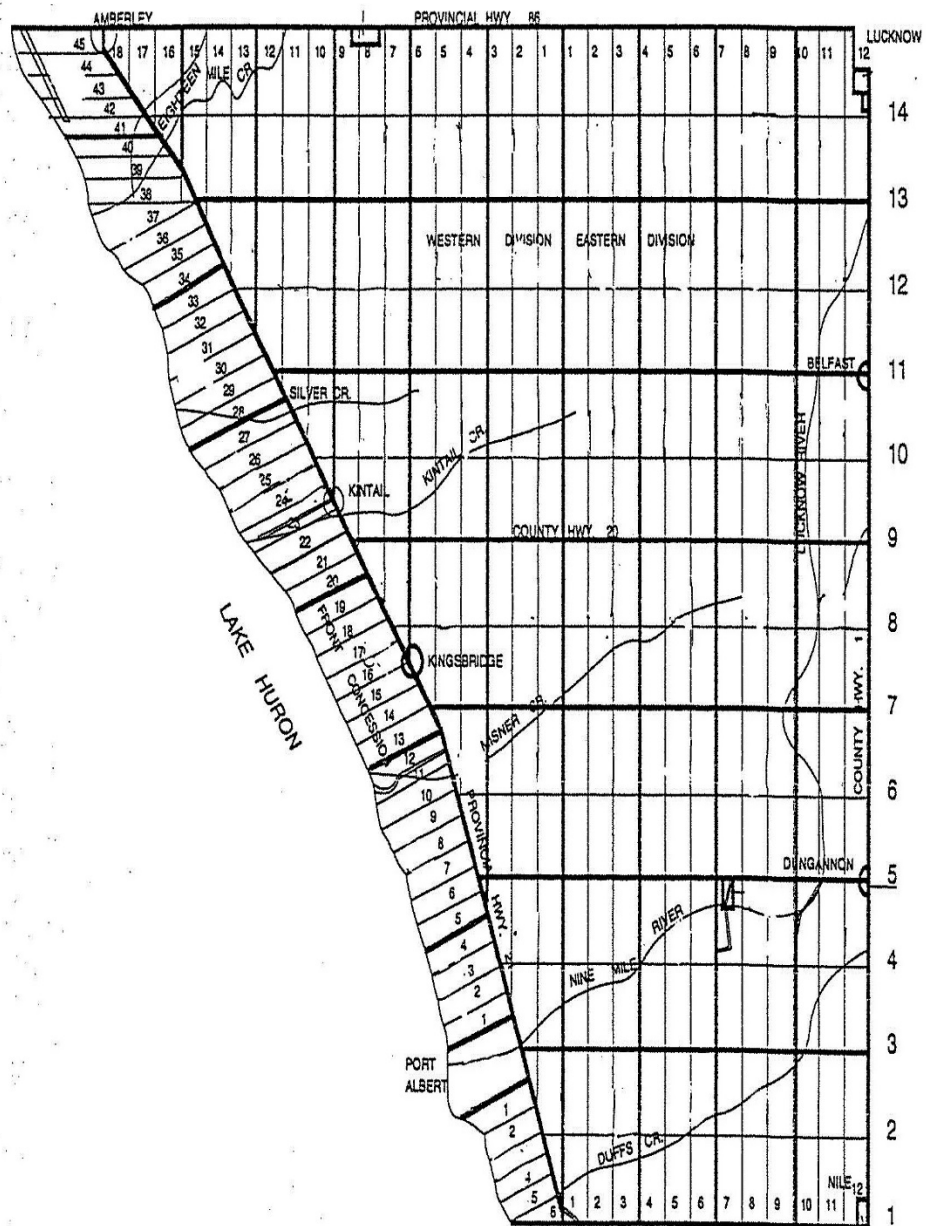
THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Glen McNeil, Mayor

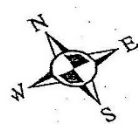
Mark Becker, Chief Administrative Officer

We have the authority to bind the corporation

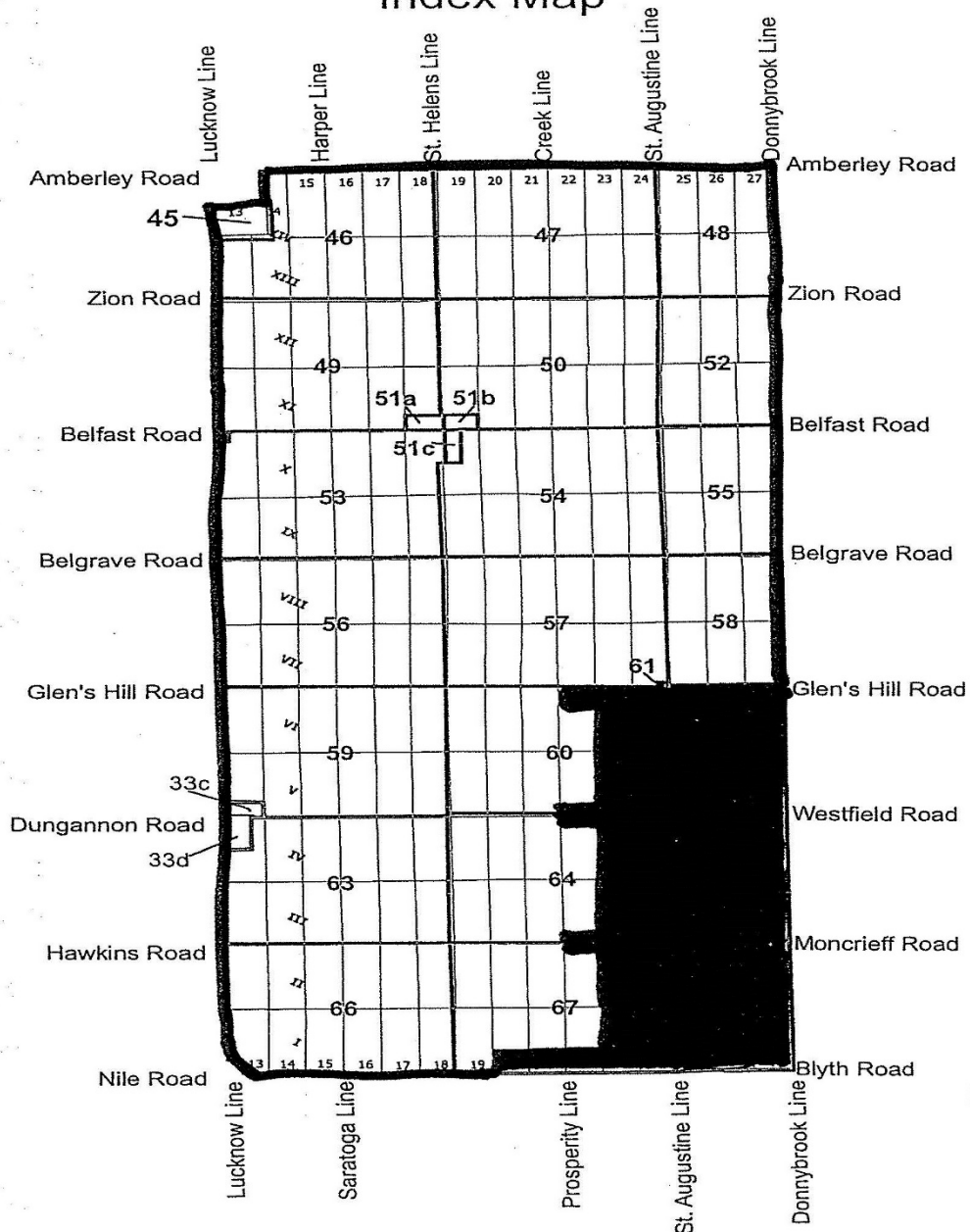
TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
Fire Service Management and Operations Agreement
Appendix "A" – Service Area Township of Ashfield-Colborne-Wawanosh (Ashfield)



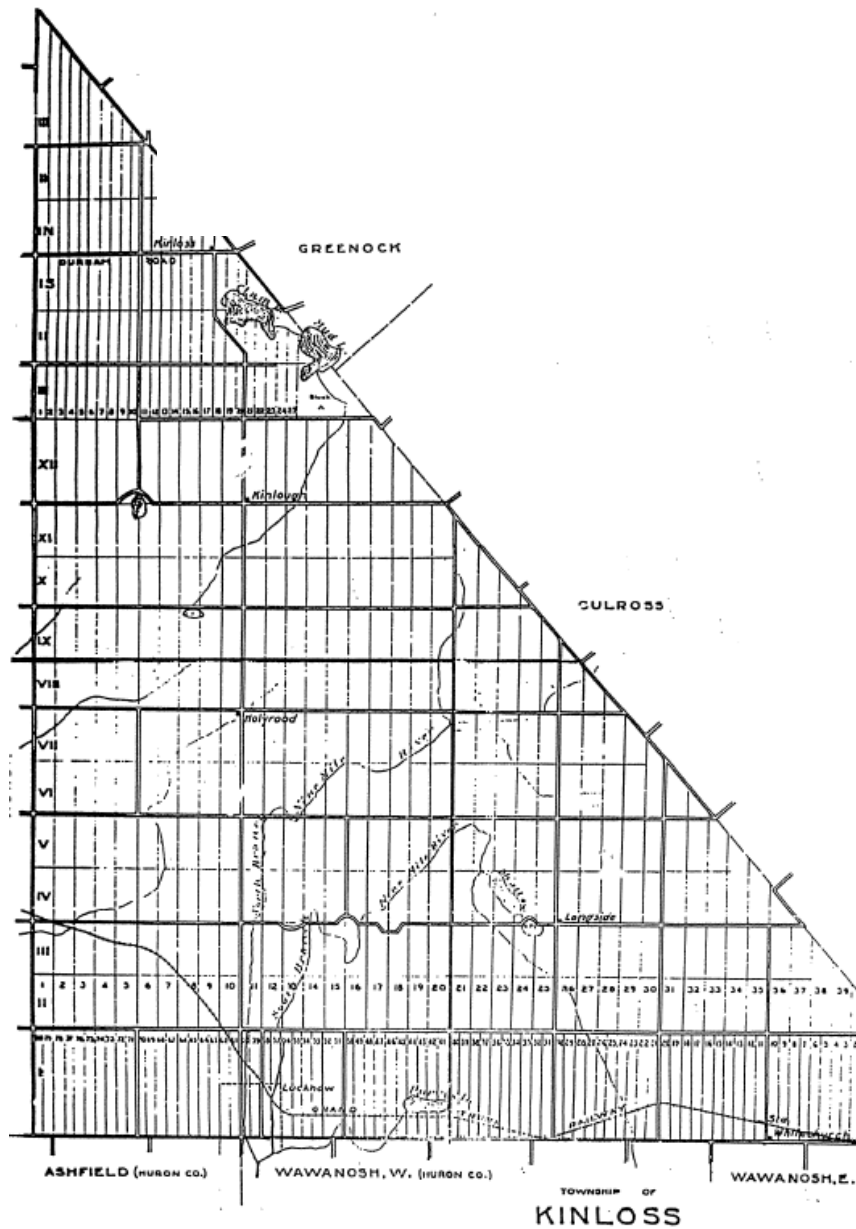
TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
 Fire Service Management and Operations Agreement
 Appendix "B" – Service Area – Township of Ashfield-Colborne-Wawanosh (West Wawanosh)



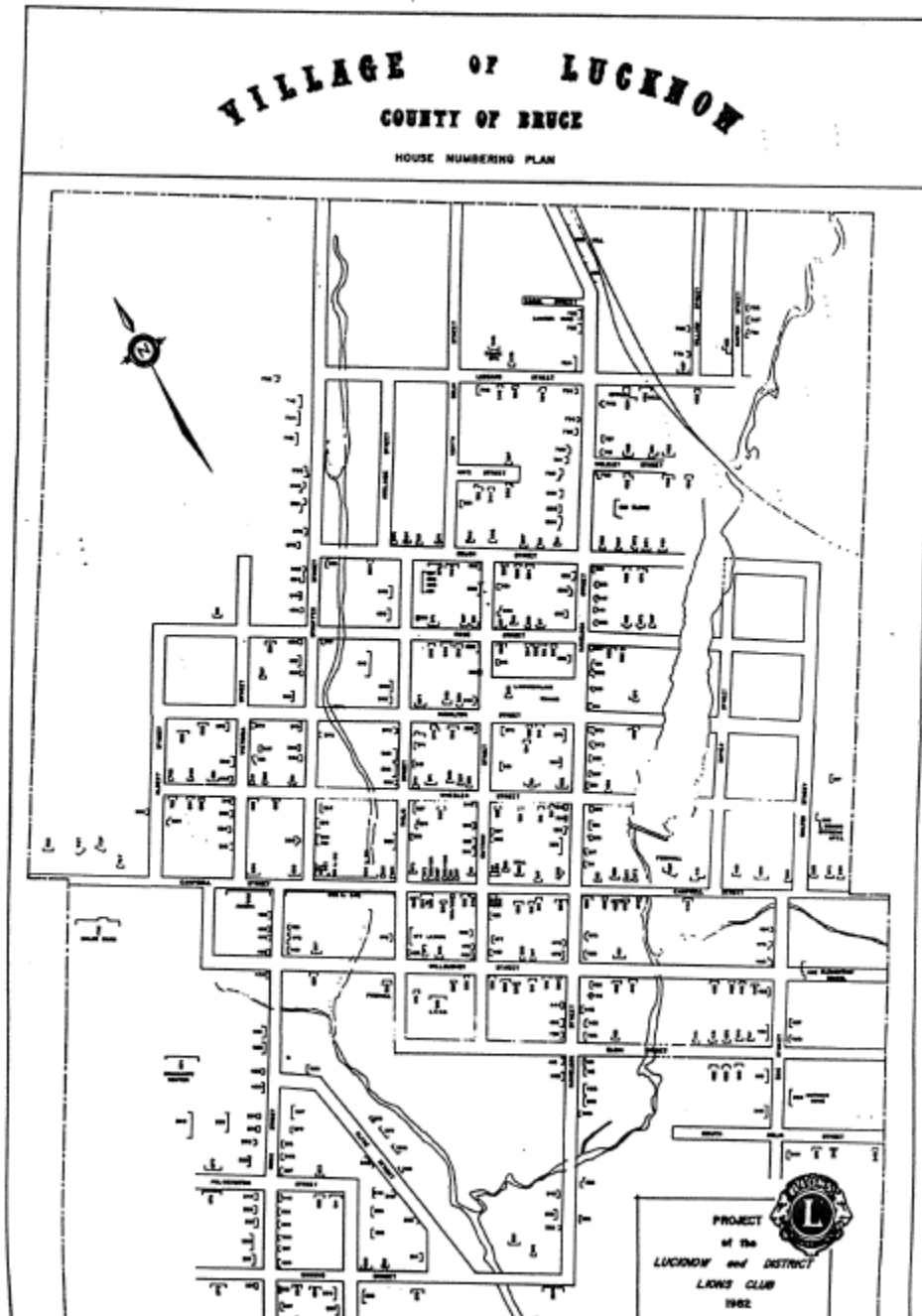
Ashfield-Colborne Wawanosh West Wawanosh Ward Index Map



TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
Fire Service Management and Operations Agreement
Appendix "C" – Service Area Township of Huron-Kinloss (Kinloss Township)



TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
Fire Service Management and Operations Agreement
Appendix "D" – Service Area Township of Huron-Kinloss (Village of Lucknow)



TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

Appendix 'E'

Roles and Responsibilities of the Lucknow and District Fire Board

LUCKNOW AND DISTRICT FIRE BOARD

- a) Upon the execution of this agreement, Huron-Kinloss and Ashfield-Colborne-Wawanosh agree to form the LUCKNOW AND DISTRICT FIRE BOARD for the purposes of consultation, recommendation, deliberation and seeking approvals by their respective Council as it relates to:
 - i. The purchase of capital assets in relation to buildings, fire apparatus and any specialized fire service equipment jointly owned and housed within the Lucknow and District Fire Station.
 - ii. The financial contributions made towards the annual operating costs of the Lucknow and District Fire Department budget.
 - iii. Capital reserve funding contributions for future capital asset purchasing.
 - iv. All matters that pertain to the delivery of fire protection services within the defined Service Area
- b) The general oversight of the delivery of Fire Protection Services within each Townships respective jurisdictions.
- c) The Lucknow and District Fire Board shall be the direct liaison to each parties elected Council.
- d) The Lucknow and District Fire Board shall establish a regular meeting schedule consisting of quarterly (4) meetings per year. Additionally the Fire Board may meet as required.
- e) The Lucknow and District Fire Board shall be made up of three (3) members plus alternate(s) of the Township of Huron-Kinloss Council and three (3) members plus alternate(s) of the Township of Ashfield-Colborne-Wawanosh Council appointed by each Council following a municipal election, upon assuming their elected offices.
- f) The Lucknow and District Fire Board shall, at the beginning of each year, appoint a chairperson on a rotating basis. Odd years will be Ashfield-Colborne-Wawanosh. Even Years will be Huron-Kinloss
- g) The Lucknow and District Fire Board shall appoint a Board Secretary, for the purpose of taking and publishing minutes of the Lucknow and District Fire Board Meetings. The Secretary shall be an employee of Huron-Kinloss.
- h) The Lucknow and District Fire Board shall pass Rules of Procedure that outlines the roles, rules of order, responsibilities and duties of the Lucknow and District Fire Board.

TOWNSHIP OF HURON-KINLOSS and TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
Lucknow and District Fire Board Fire Chief Management Services
Appendix "F"

The Corporation of the Township of Huron-Kinloss will provide the following administrative, operational and managerial services to the Lucknow and District Fire Board (which, for greater certainty, will be provided by The Township of Huron-Kinloss Fire Chief or other such employees of the Township of Huron-Kinloss as required);

- a) Exercising the powers and duties imposed on the Fire Chief by the Fire Protection and Prevention Act and other regulations;
- b) Ensuring enforcement of the Ontario Fire Code through necessary inspections and overseeing the issuing of required notices and orders;
- c) Interpreting and ensuring the application and enforcement of appropriate and applicable legislation, codes and by-laws;
- d) Reviewing building plans and development applications to ensure they meet all fire regulations when requested to do so by the appropriate building and planning department and/or Chief Building Officials;
- e) Managing the Functions of the Lucknow and District Fire Department and staff on behalf of the Lucknow and District Fire Board, including, but not limited to, fire suppression, fire prevention, fire safety education, communications, recruitment, training of persons involved in the provision of fire protection services, rescue and medical tiered response services, and the delivery of all of those services;
- f) Providing leadership and direction to the overall operation of the Lucknow and District Fire Department through the fire department staff;
- g) Overseeing purchasing, maintenance and budgeting of the Lucknow and District Fire Department, including approval of expenditures;
- h) Representing the Lucknow and District Fire Department when communicating information to the media;
- i) Establishing and administering a training program to meet Provincial Standards and documentation of such;
- j) Promoting and Facilitating Fire Officer Development;
- k) Promoting and facilitating a fire prevention and public education program;
- l) Establishing Standard Operating Guidelines that are in conformance with the Fire Service, Occupational Health and Safety Act, Section 21 Guidance Notes;
- m) Annually, draft and submit to the Lucknow and District Fire Board an annual operating and capital budget for review and approval. Each respective Council will receive a copy of the approved budget.
- n) Creating, submitting and presenting a quarterly activities report to the Lucknow and District Fire Board;
- o) The Fire Chief shall attend the Lucknow and District Fire Board quarterly meetings to provide information in relation to the Fire Protection Services and the Operation of the Fire Department.
- p) Submitting reports, and maintaining files on all incidents, inspections and investigations, to the required authority, including but not limited to, the Office of the Fire Marshal and Emergency Management;

- q) Establishing duties and responsibilities for the Lucknow and District Fire Department personnel;
- r) Overseeing the Fire Service specific Health and Safety Program for the Lucknow and District Fire Department;
- s) Overseeing the maintenance, repair and replacement of the equipment and assets of the Lucknow and District Fire Board;
- t) Overseeing administrative services of the Lucknow and District Fire Department, including but not limited to, payroll, human resources, reporting, etc.;
- u) Administering Fire Service Agreements, Medical Tiered Response Agreements, Automatic Aid Agreements and Mutual Aid Agreements;
- v) Attendance at the following major incidents; structure fires with potential dollar loss value, fire where a death has occurred, significant or large outdoor fires, any fire where automatic/mutual aid agreements are activated, any fire that requires investigation or where violations of the Ontario Fire Code are obvious, Fires that require the involvement of the Office of the Fire Marshal and Emergency Management, serious motor vehicle collisions, incidents where the Fire Department is requested to assist or standby at the request of the Ontario Provincial Police, incidents where there are unusual, impactful to the community or are high profile in nature, carbon monoxide responses where there are known injuries or deaths, all accidents and/or rescue incidents where serious injury or death has or is likely to occur, any other incident's as requested by responding personnel and/or at the discretion of the Fire Chief;
- w) Oversee all fire investigations;
- x) Such other services as amended and mutually agreed upon from time to time by the parties.