

The Corporation of the Township of Huron-Kinloss



# BY-LAW

**2014-51**

**BEING A BY-LAW TO AUTHORIZE A REVISED AGREEMENT FOR THE  
LUCKNOW AND DISTRICT JOINT FIRE BOARD BETWEEN  
THE TOWNSHIP OF HURON-KINLOSS AND THE  
TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH**

**WHEREAS** the Council for The Corporation of the Township of Huron-Kinloss deems it advisable to authorize a new agreement for the Lucknow and District Joint Fire Board with the Township of Ashfield-Colborne-Wawanosh to provide for the joint management and operation of the Lucknow and District Joint Fire Board.

**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 enter into a new agreement with the Township of Ashfield-Colborne-Wawanosh for the joint management and operation of the Lucknow and District Fire Board.
- 2.0 That the Mayor and Clerk are hereby authorized to sign, on behalf of the Council for The Corporation of the Township of Huron-Kinloss the agreement with the Township of Ashfield-Colborne-Wawanosh which is attached as Schedule "A" to this by-law and to affix the corporate seal of The Township of Huron-Kinloss.
- 3.0 That By-Law 2001-63 and all adhering amendments made thereto, be and the same are hereby repealed.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This by-law may be cited as the "Lucknow and District Joint Fire Board Agreement By-Law"

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 16th day of June, 2014.

Original signed by  
Mitch Twolan

\_\_\_\_\_  
Mayor

Original signed by  
Sonya Watson

\_\_\_\_\_  
Clerk

**LUCKNOW & DISTRICT JOINT FIRE BOARD**  
**AGREEMENT**

THIS AGREEMENT, made this    day of            , 2014

BETWEEN

The Corporation of the Township of Ashfield-Colborne-Wawanosh  
(hereinafter called the party of the first part)

and

The Corporation of the Township of Huron-Kinloss  
(hereinafter called the party of the second part)

**WHEREAS** Section 202(1) c.25 of the Municipal Act, S.O. 2001 allows municipalities to enter into agreements to provide for the joint management and operation of Fire Departments and for the establishment of Joint Boards of Management thereof, and to establish, maintain, and operate Fire Departments upon such basis as to the distribution of costs as the Municipalities may agree;

**AND WHEREAS** the parties hereto have agreed to jointly manage and operate the “LUCKNOW AND DISTRICT FIRE DEPARTMENT”, hereinafter called the “DEPARTMENT” for the purpose of providing fire protection and rescue in the areas defined in this agreement;

**AND WHEREAS** for the purposes of this agreement, “FIRE PROTECTION” shall mean prevention and suppression services. “RESCUE” shall mean fire and accident related rescue and land based water rescue in rivers, lakes, ponds in this jurisdiction. The Western Boundary of this jurisdiction shall be the water line of Lake Huron;

**AND WHEREAS** the parties hereto have passed respective By-laws for entering into this agreement;

**NOW THEREFORE WITNESSED** in consideration of the mutual terms and conditions hereinafter set forth, the parties covenant and agree as follows:

1. That pursuant to the Municipal Act, S.O., 2001, a joint Board of Management be established to manage and operate the Lucknow and District Fire Department, and this Board of Management shall be known as the Lucknow and District Fire Department Joint Board of Management hereinafter referred to as “the Board”.
2. The Board shall be appointed annually as follows:
  - (a) Three members of the Council of the Township of Ashfield-Colborne-Wawanosh as appointed by the Council of the Township of Ashfield-Colborne-Wawanosh.
  - (b) Three members of the Council of the Township of Huron-Kinloss as appointed by the Council of the Township of Huron-Kinloss.

Board members shall commence their annual terms of office on December 1<sup>st</sup> of each year. Any vacancy occurring in the Board shall be filled within 30 days of same occurring by the Council of the municipality which had appointed the member wherein the vacancy occurred.

3. The Council of a municipality may designate another member of the Council to act as alternative representative to attend a meeting of the Board in the absence of appointed members. The alternative representative shall have voting rights
4. The Board shall appoint, at the first meeting of each year, a Chairperson, on a rotating basis, i.e. 2014 – Huron-Kinloss, 2015 – Ashfield-Colborne-Wawanosh. The Chairperson shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board.
5. The Board shall appoint a Secretary, who shall be an employee of the Corporation of the Township of Ashfield-Colborne-Wawanosh. The Secretary shall attend all meetings of the Board recording the minutes and maintaining all books, papers, records and documents belonging to the Board. Copies of all minutes of regular and special meetings of the Board are to be promptly submitted to the Councils of each party to this agreement. The Corporation of the Township of Ashfield-Colborne-Wawanosh shall be the Board's Treasurer and will provide administrative assistance to the Board. These services will be at a cost up to \$2,500 to the Board. The auditor for the Corporation of the Township of Huron-Kinloss shall audit the accounts of the Board and shall submit copies of the annual statements and their report to the Board and to each of the parties to this agreement.
6. The authority, duties and responsibilities of the Board shall be as follows:
  - (a) The Board shall hold at least three regular scheduled meetings annually, or more often at the call of the Chairperson, or at the request of a majority of Board Members. Notification must be given at least 24 hours in advance. All members shall be notified of meetings whether regular or special.
  - (b) The Board shall ensure the attendance of the Fire Chief of the Department and/or his representative(s) at each Board meeting.
  - (c) The Board shall ensure that all meetings are convened and continued only when each party to this agreement is represented by a minimum of two members each. Four members will constitute a quorum. The Chairperson shall have a vote on any and all matters. A tie vote shall defeat the motion.
  - (d) The Board shall conduct all meetings under an agreed upon form of Parliamentary Procedure and Rules of order.
  - (e) The Board shall prepare, annually, an estimate of operating revenues and expenditures for submission to and approval by each of the participating Municipal Councils. All parties to the agreement must approve the Board's estimates as submitted or amended. Each party hereto shall pay to the Treasurer, in quarterly instalments, the amount of their said apportionment of costs.
  - (f) The board shall not have its own bank account. All deposits and payments will be made through the Municipal Treasurer of the township as required by the Municipal Act.

- (g) The Board shall obtain approval from the Councils of each of the participating municipalities before commencing the solicitation of funds or the conducting of fund raising projects for either operating or capital projects.
  - (h) The Board shall be responsible for the preparation of draft by-laws as required, and for the formulating of policies relating to the administration of the Department and of the Fire Board.
  - (i) The Board shall provide adequate facilities and equipment for the operation of the Department.
  - (j) The Board shall be responsible for providing fire protection to areas within the boundary lines as per schedules attached (A,B,C,&D) and forming part of this agreement.
  - (k) The Board shall ensure, in consultation with the Councils of the parties hereto, that all necessary and adequate insurance coverages are in place to protect assets in the care, custody, and control of the Fire Board, the parties hereto and members of the Department against legal liability resulting from the activities of the Board and the operations of the Department.
  - (l) The Board hereby authorizes the Fire Chief of the Department to purchase necessary parts or supplies and to have the necessary repairs conducted to keep the apparatus and equipment in proper operating condition to a maximum of \$5,000.00.
7. All parties to this agreement shall give such authority as may be necessary, to the members of the Department in all matters pertaining to Fire Protection.
  8. The annual operating deficits or surpluses resulting from the operation of the Department, plus approved capital projects, shall be shared as per Schedule "E" which forms part of this agreement.
  9. The parties shall review the basis upon which costs are shared under the provisions of the Agreement hereto every three years or more frequently as all of the parties may mutually agree upon. Any change in the 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 funding formula change is adopted.
  10. Should one of the parties wish to propose an amendment to this agreement, such written notice shall be given to all parties at least 45 days prior to the next meeting of the Board.
  11. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
  12. 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 so upon presenting one year's written notice of intent, beginning December 31<sup>st</sup> of the year in which notice is given.

13. Each and every of the provisions 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 then remaining provisions hereof, shall remain in full force.
14. Upon the execution of this Agreement, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.

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


THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

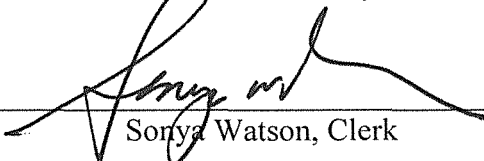
  
\_\_\_\_\_  
Ben Van Diepenbeek, Reeve

  
\_\_\_\_\_  
Mark Becker, Administrator/Clerk-Treasurer



THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

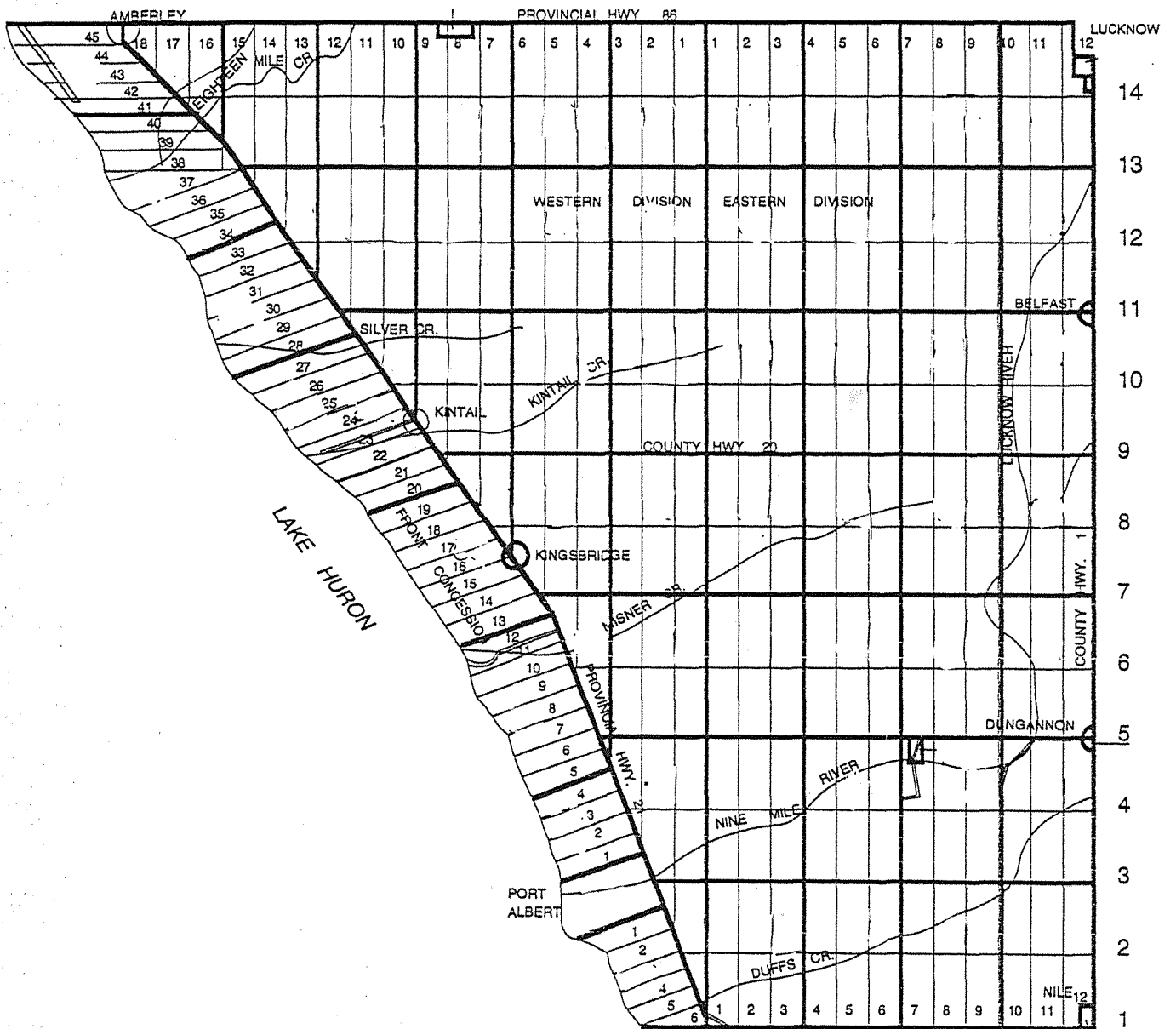
  
\_\_\_\_\_  
Mitch Twolan, Mayor

  
\_\_\_\_\_  
Sonya Watson, Clerk

SCHEDULE "A"

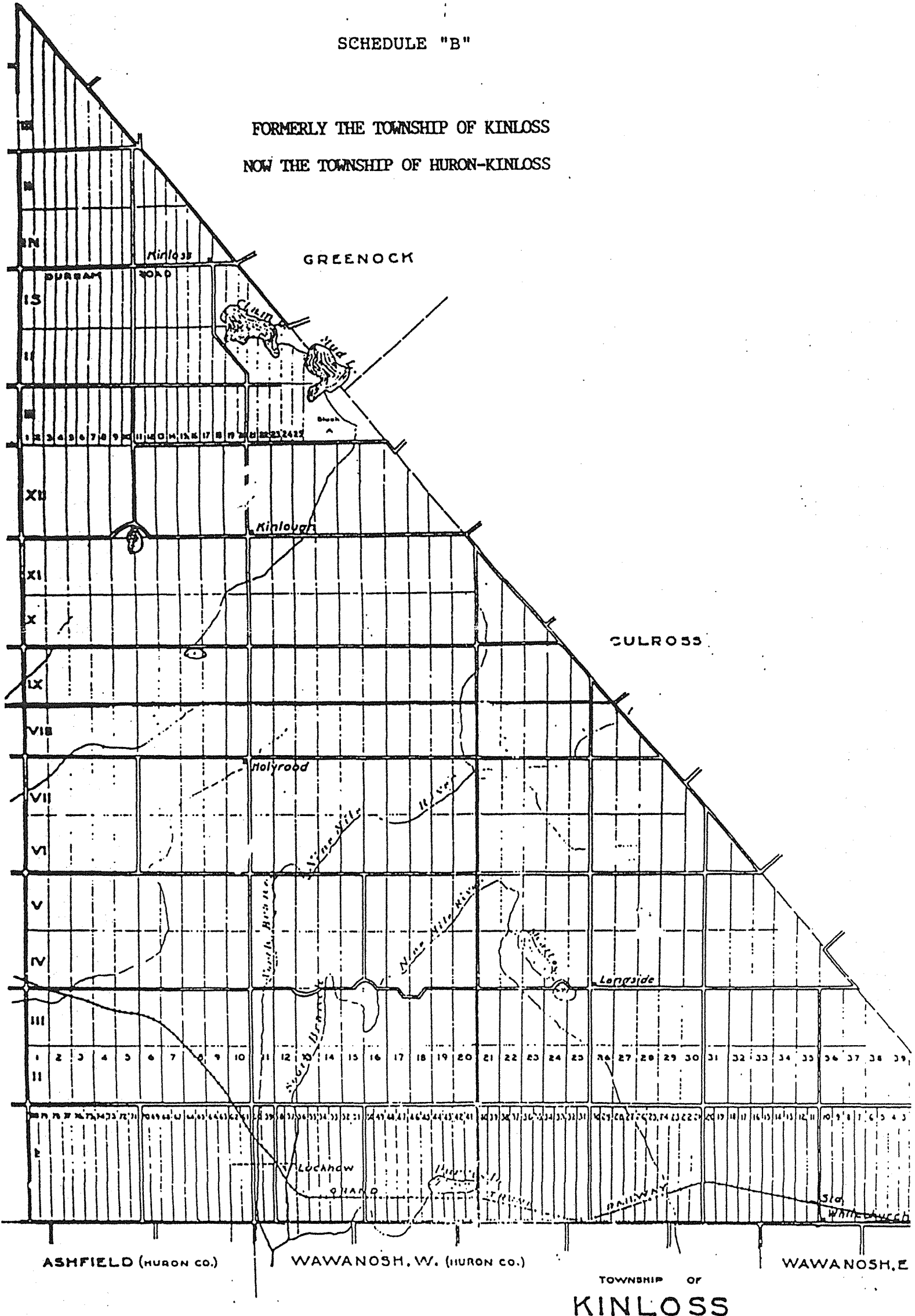
FORMERLY THE TOWNSHIP OF ASHFIELD

NOW THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

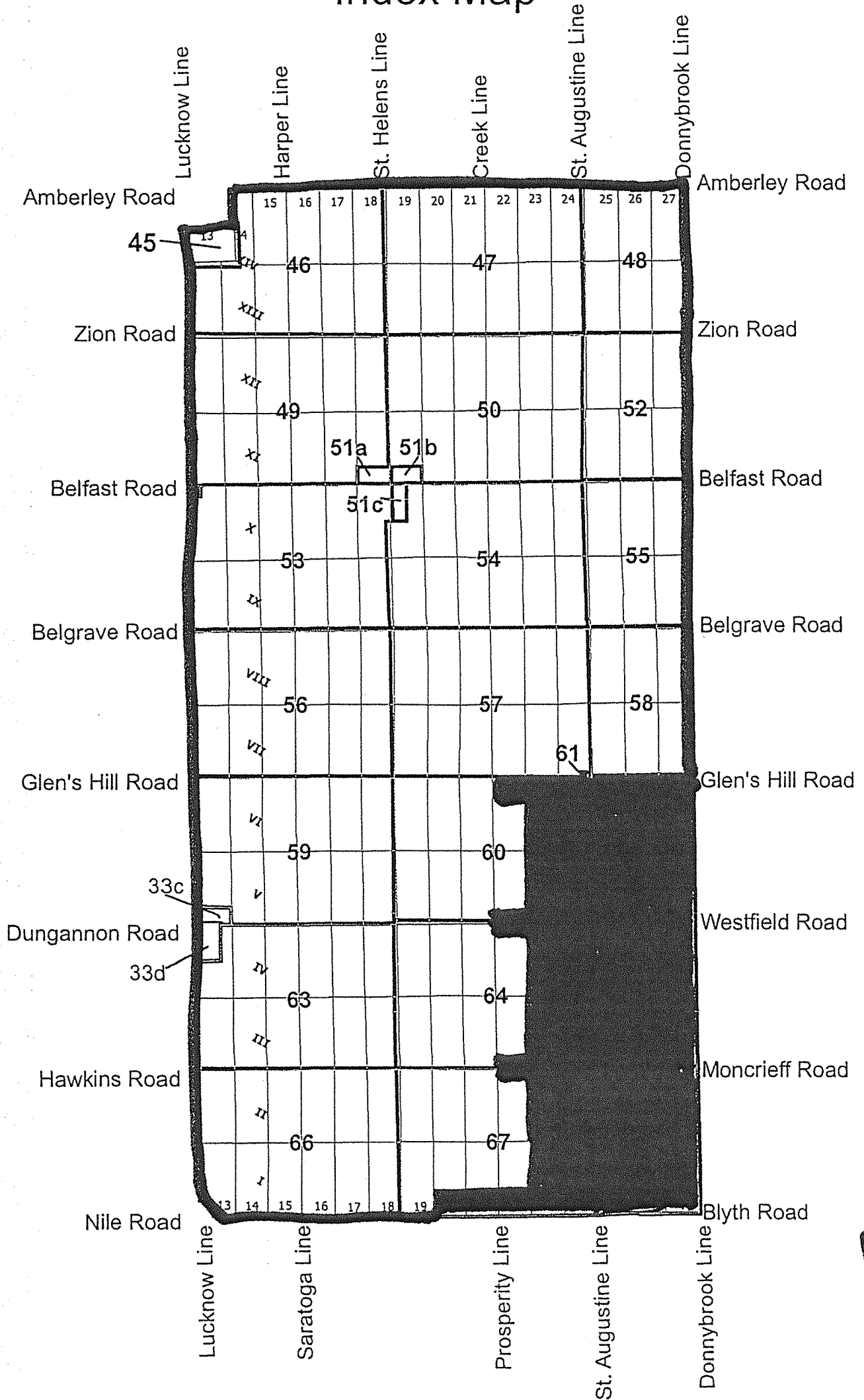
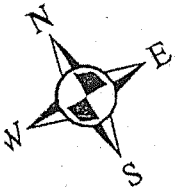


SCHEDULE "B"

FORMERLY THE TOWNSHIP OF KINLOSS  
NOW THE TOWNSHIP OF HURON-KINLOSS



# Ashfield-Colborne Wawanosh West Wawanosh Ward Index Map





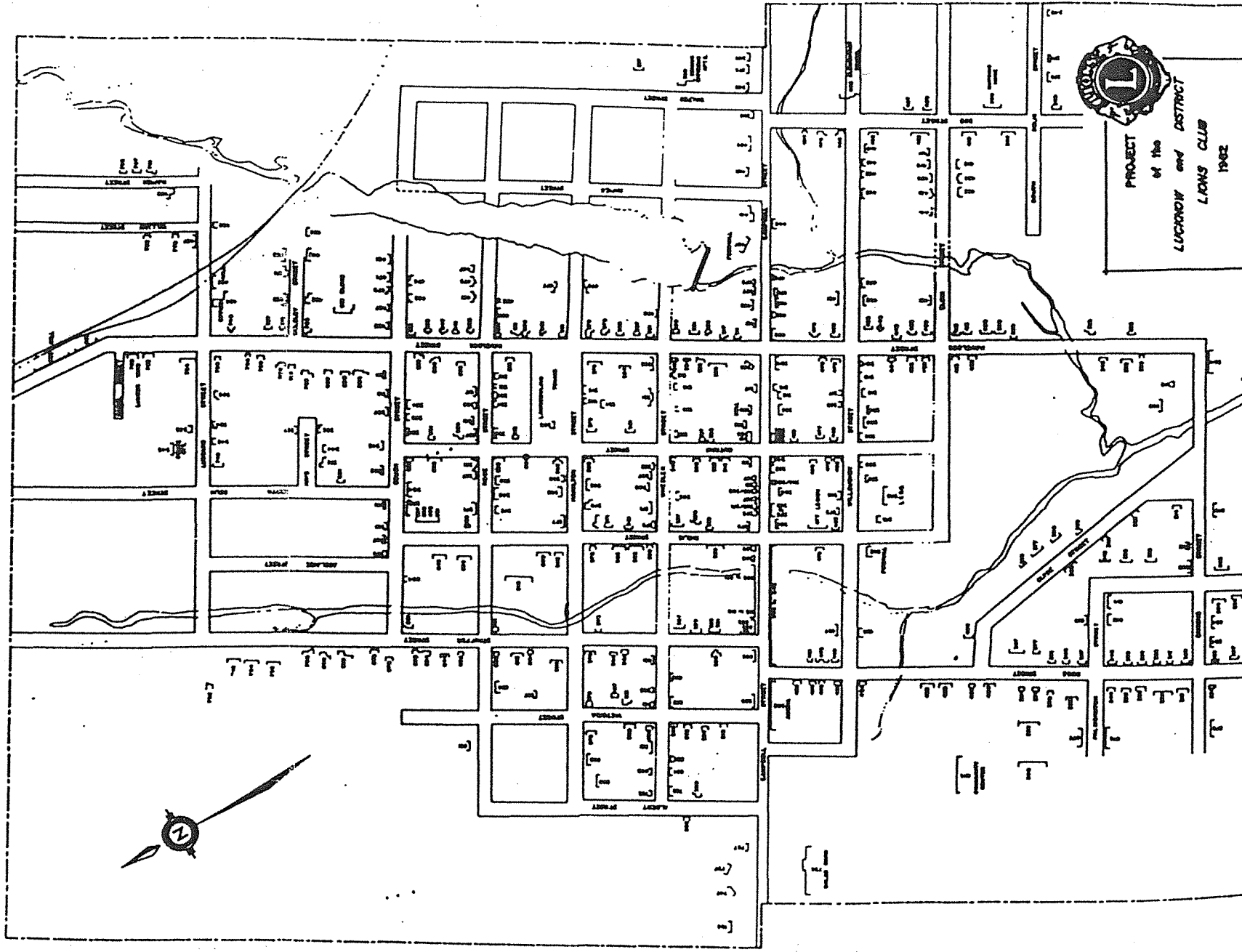
SCHEDULE "D"

FORMERLY THE VILLAGE OF LUCKNOW

NOW THE TOWNSHIP OF HURON-KINLOSS

VILLAGE OF LUCKNOW  
COUNTY OF BRUCE

HOUSE NUMBERING PLAN



SCHEDULE E

	<u>OPERATING %</u>	<u>CAPITAL %</u>
ASHFIELD-COLBORNE-WAWANOSH	50	50
HURON-KINLOSS	50	50