

AGREEMENT

THE AGREEMENT made this 15th day of October 1991, BETWEEN:

THE CORPORATION OF THE TOWN OF SHELBURNE

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

THE CORPORATION OF THE TOWNSHIP OF MONO

THE CORPORATION OF THE TOWNSHIP OF MULMUR

WHEREAS Section 208 (5) of the Municipal Act, R.S.O. 1980 allows for entering into agreements with one or more municipalities to provide for the joint management and operation of the Fire Departments and for the establishment of Joint Boards of Management thereof;

AND WHEREAS Section 210 (24) of the Municipal Act, R.S.O. 1980 grants permission for two (2) or more municipalities 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 passed respective by-laws for entering into this Agreement;

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Shelburne & District Fire Department, hereinafter called the "DEPARTMENT", for the purpose of providing fire protection in the areas defined in this Agreement. "FIRE PROTECTION", for the purpose of this Agreement shall mean prevention, rescue and suppression services;

AND WITNESSETH THIS AGREEMENT that in consideration of the covenants and terms contained herein, the parties hereto agree as follows:

1. A Joint Board of Management shall be established and shall be composed of two (2) members from each municipality and to be known as the SHELBURNE & DISTRICT FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT, hereinafter called the "FIRE BOARD". The Fire Board shall be appointed by the Councils of the participating municipalities, each Council appointing in December, to take office effective January 1st next following, for a term

concurrent with Council, two members including at least one elected member. Any vacancy occurring on 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.

2. The Fire Board shall appoint a Chairperson from among its members at the first meeting of the Fire Board in each calendar year. The Chairperson shall preside at all meetings of the Fire Board and be charged with the general administration of the business and affairs of the Fire Board.
3. The Fire Board shall appoint a Secretary/Treasurer at the first meeting of the Fire Board in each calendar year. The Secretary/Treasurer shall be from the administration of one of the participating municipalities. The Fire Board shall appoint an auditor for the Board and shall audit the accounts of the Fire Board and shall submit copies of the annual statements and copies of his report to the Fire Board and to each of the parties to the Agreement.

The Secretary/Treasurer shall give or cause to be given all notices required to members of the Fire Board 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.

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 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 Department. The Secretary/Treasurer shall pay only such items as are approved.

4. 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. The Fire Board shall ensure the attendance of the Fire Chief of the Department and/or his representative(s) at each Fire Board meeting.
5. The Fire Board shall ensure that all meetings are convened and continued only when a quorum of six (6) members including the Chairperson is present.
6. All Fire Board meetings shall have business conducted by Parliamentary procedure.
Copies of all minutes of regular and special meetings of the Fire Board are to promptly submitted to the Councils of each party to this Agreement.
Quarterly unaudited Financial Statements, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.
7. The Councils may offer direction by January 15 of each year prior to budget deliberations. By the 28th day of February in each year, the Fire Board shall submit in writing to each of the parties hereto a draft budget for the operation of the Department for that year. Each party hereto shall endeavour to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 30th day of March in each year.
Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes in the following instalments:
 - i) twenty-five percent (25%) of the amount required for Fire Board purposes in the prior year on or before the 31st day of March in the current year;
 - ii) Fifty percent (50%) of the amount required for Fire Board purposes in the current year, less the amount of the instalment paid under Section (i), on or before the 30th day of June in the current year;
 - iii) Twenty-five percent (25%) of the amount required for Fire

- Board purposes in the current year on or before the 30th day of September in the current year;
- iv) Twenty-five percent (25%) of the amount required for Fire Board purposes in the current year on or before the 15th day of December in the current year.

Each annual draft budget submitted to the Councils shall include an appropriate provision for a reserve for the replacement of equipment. The Secretary/Treasurer shall submit a report to the Fire Board on the position of the reserve by the 31st day of January of each year.

8. It shall be the responsibility of the Fire Board to prepare draft by-laws and formulate policies and procedures for and relating to the administration of the Department and of the Fire Board.
9. The Fire Board shall provide adequate facilities and equipment for the operation of the Department.
10. The Fire Board shall be responsible for providing fire protection to areas within the boundary lines as per Schedule "A" attached and forming part of this agreement.
11. The Department shall endeavour to respond as soon as possible to all emergency calls within the defined areas as per Schedule "A" with such apparatus and manpower as per policy established by the Fire Board.
12. All parties to this Agreement shall give such authority as may be necessary, by by-law, to the members of the Department in all matters pertaining to the Fire Protection.
13. The Fire Board will arrange, in consultation with the Councils of the parties hereto, for the issue 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, the parties hereto and members of the Department against legal liability resulting from the activities of the Fire Board and the operations of the Department, and to ensure that all policies of insurance provide that all parties to this Agreement are endorsed as additional named insureds as their interest may appear.

14. i) The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreements, all capital and operating costs incurred by the Department shall be apportioned to the parties of this Agreement according to Schedule "B" which forms part of this Agreement.
- ii) The Township of Amaranth, the Township of Melancthon, the Township of Mono and the Township of Mulmur hereto agree with the Town of Shelburne that capital maintenance and operating costs and assets of the existing Fire Department, shall be administered as set out in Schedule "C" attached and forming part of this Agreement.
15. This agreement shall be in effect when all parties have signed the said Agreement and shall remain in effect until a new Agreement is made.

Should one of the parties wish to propose an amendment to this Agreement, such written notice shall be given to the Fire Board and to all parties of this Agreement at least thirty (30) days prior to the next regularly scheduled meeting of the Fire Board.
16. So often as there shall 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. 1980 c. 304, 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 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 Arbitrations Act, R.S.O. 1980 c. 25 or pursuant to any successor legislation.

17. In the event that any municipality wishes to cease participating in the Fire Board, they may do so provided that:
 - a) Two (2) years written notice be given to the Fire Board and to the other parties. Any written notice given as aforesaid shall terminate this Agreement as of 31 December of the appropriate year.
 - b) Any debt incurred by the municipality for Fire Board purposes, whether through the issue of debentures or any other way, shall remain the responsibility of the municipality.
 - c) Any assets, including reserves but excluding the fire hall, contributed by the municipality to the Department shall remain the property of the Department.
 - d) If the Department is completely dissolved, the assets are to be split, based on the formula in paragraph 14 (i) of this Agreement.
18. 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 Department unless 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 hereof.
20. Upon the execution of this Agreement by all parties, any existing Agreements among the parties as amended with respect to fire protection shall forthwith become null and void.
21. In the event that any covenant, provision or terms 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 parties hereto have hereunto affixed their respective corporate seals duly attested to by the hands of their respective proper officers in that behalf.

THE CORPORATION OF THE TOWN OF
SHELBURNE

Per *James Smith*
Mayor

Per *Susan A. McNamee*
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MELANCTHON

Per *W.C. Aldfield*
Reeve

Per *Marion A. Hunt*
Clerk

THE CORPORATION OF THE TOWNSHIP
OF AMARANTH

Per *Charles V. Bryan*
Reeve

Per *[Signature]*
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MONO

Per *Ernie Stanley*
Reeve

Per *[Signature]*
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MULMUR

Per *John Newton*
Reeve

Per *Terry Horner*
Clerk

NTIO

Schedule: A

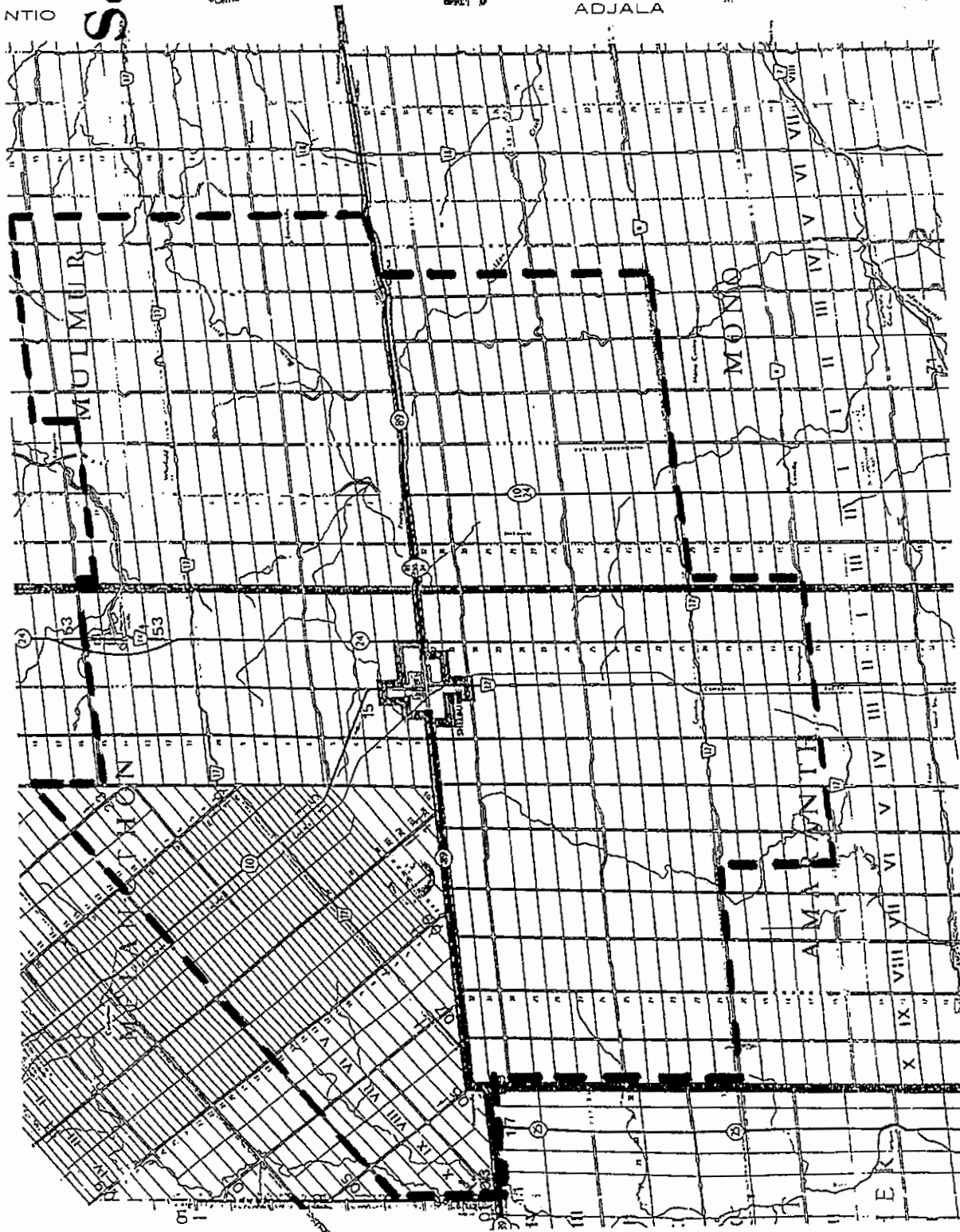
SIMCOE

Fire --Service Area

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ADJALA

A



SCHEDULE "B"

COST SHARING

1. Definitions:

"Assessment" shall include all

taxable residences
taxable commercial and industrial
taxable businesses

as shown on the previous year's assessment roll, but shall not include exempt assessment.

"Households" shall include all primary or tenant households and apartments as shown on the previous year's assessment roll. (RU, FRU, RDU)

"Fire calls" shall include all emergency calls that involve calling the volunteers and/or vehicle(s) out, including false alarms, but shall not include calls to provincial or county highways which will be billed out direct to those jurisdictions by the Department. Fire calls from the previous three years shall be included.

2. Capital and operating cost sharing shall be calculated annually by the Secretary/Treasurer of the Department by taking the data provided by the clerks from the previous year's assessment roll for total assessment and total households; and average fire calls as recorded by the Department for the previous three years and converting each category into an average percentage as in part "3". The Combined Average percentage shall be used for cost sharing.

3.

<u>Municipality</u>	<u>Assessment</u>	<u>%</u>	<u>Res. & Bus. Units</u>	<u>%</u>	<u>Fire Calls</u>	<u>%</u>	<u>Combined Average %</u>
<u>Amaranth</u>	3,661,994	15.71	371	12.68	5	6.92	11.78
<u>Melancthon</u>	3,645,457	15.64	380	12.99	12	16.59	15.08
<u>Mono</u>	3,723,898	15.98	343	11.72	9.66	13.36	13.67
<u>Mulmur</u>	4,227,402	18.14	414	14.15	10.33	14.28	15.52
<u>Shelburne</u>	8,046,337	34.53	1,418	48.46	35.33	48.85	43.95
<u>TOTAL</u>	23,305,088	100.00	2,926	100.00	72.32	100.00	100.00

SCHEDULE "C"

ASSETS OF THE SHELBURNE FIRE DEPARTMENT

Existing Fire Hall

- Shelburne shall retain ownership of the existing fire hall.
- The Town of Shelburne, the Township of Amaranth, the Township of Melancthon, the Township of Mono and the Township of Mulmur shall contribute to the remaining debenture payments for the fire hall being payable in 1992 and 1993, according to the cost sharing formula in Schedule "B".
- In 1994 and succeeding years, the Shelburne & District Fire Department shall lease the fire hall from the Town of Shelburne for one dollar (\$1.00) per year.
- All maintenance, insurance and operating expenses of the fire hall shall be an expense of the Shelburne & District Fire Department.
- Future capital improvements and/or expansions shall be jointly funded as per the cost-sharing formula in Schedule "B". These improvements and expansions shall be assets of the Shelburne & District Fire Department.

Vehicles, Equipment and Reserves

- All vehicles, equipment and reserves in the possession of the Shelburne Fire Department shall be transferred to the Shelburne & District Fire Department and shall be owned by the Shelburne & District Fire Department.