



TOWNSHIP OF MELANCTHON

COMMITTEE OF THE WHOLE

AGENDA

THURSDAY, DECEMBER 1, 2016 - 4:00 P.M.

- 1. Call to Order**
- 2. Approval of Draft Minutes - November 17, 2016**
- 3. Business Arising from the Minutes**
- 4. Enforcement of By-laws - General Discussion (15 minutes)**
- 5. General Business**
 - 1. Fire Services Review - Cont.**
- 6. Delegation**
- 7. Adjournment and Date of Next Meeting**

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 Clark
Mayor

Per Anna A. McNamee
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MELANCTHON

Per W.C. Aldfield
Reeve

Per Marion A. Hurts
Clerk

THE CORPORATION OF THE TOWNSHIP
OF AMARANTH

Per Charles V. Bryan
Reeve

Per [Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MONO

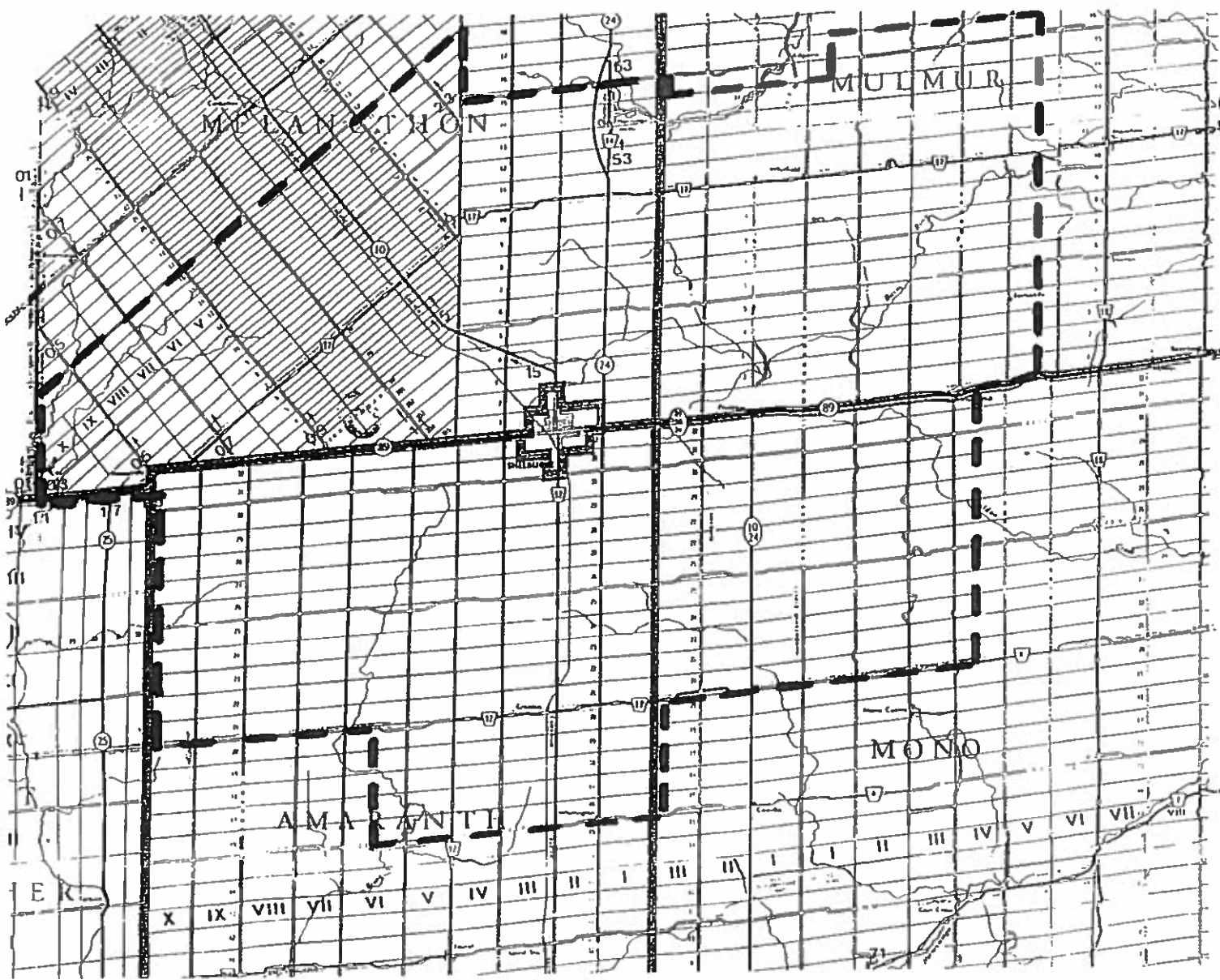
Per Ernie Stawley
Reeve

Per [Signature]
Clerk

THE CORPORATION OF THE TOWNSHIP
OF MULMUR

Per John Newton
Reeve

Per Jessie K. Ketch
Clerk



Schedule: A

OSINCOL 15

Fire Service Area

NTIO

ADJALA



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>
Amaranth	3,661,994	15.71	371	12.68	5	6.92	11.78
Melancthon	3,645,457	15.64	380	12.99	12	16.59	15.08
Mono	3,723,898	15.98	343	11.72	9.66	13.36	13.67
Mulmur	4,227,402	18.14	414	14.15	10.33	14.28	15.52
Shelburne	8,046,337	34.53	1,418	48.46	35.33	48.85	43.95
TOTAL	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.

THIS AGREEMENT MADE THIS 11th DAY OF AUGUST, 2010 BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR

--AND --

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

WHEREAS *Section 19 (2), c. 25 of the Municipal Act S.O. 2001* 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 20 (1), c. 25 of the Municipal Act S.O. 2001* 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 *Section 2, Fire Protection & Prevention Act, 1997* provides that every municipality shall establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention and provide such other fire protection services as it determines may be necessary in accordance with its' needs and circumstances;

AND WHEREAS the parties hereto have agreed to jointly manage and operate a Fire Department known as the Mulmur-Melancthon Volunteer 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 Mulmur-Melancthon Volunteer 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. Each member shall be an elected member for a time period consistent with the policies of each respective municipality in force and effect at the time of appointment. Any vacancy occurring on the Fire Board shall be filled within thirty (30) days of same occurring by the Council of the municipality that had appointed the member wherein the vacancy occurred. Each member from Mulmur Council shall have two (2) votes each on the Board, and each member from Melancthon Council shall have one (1) vote each on the Board for operating items. Each member from Mulmur Council shall have one (1) vote each on the Board, and each member from Melancthon Council shall have one (1) vote each on the Board for capital items.
2. The maximum number of personnel for the department shall be set at twenty-three (23), consisting of one Chief, one Deputy-Chief, one Dispatch, four Captains, and sixteen firefighters.
3. The Fire Board shall appoint a Chairperson and Vice-Chairperson from among its' members at the first meeting of the Fire Board on 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.

4. The Fire Board shall appoint a Secretary at the first meeting of the Fire Board in each calendar year. The Mulmur Township Treasurer shall be the treasurer for the Fire Board. The 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. The Treasurer 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 Treasurer shall pay only such items as are approved. Costs for administering the books shall be apportioned to Melancthon Township on the cost-sharing proportion as set out in Schedule "B". It shall be the policy of the board that the current year's operating surplus or operating deficit be allocated to the following year's operating budget. The Township of Mulmur shall be responsible for P.S.A.B. (Public Sector Accounting Board) regulations and required bookkeeping.
5. The Fire Board shall hold at least six 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.
6. The Fire Board shall ensure that all meetings are convened and continued only when there is a quorum of three (3) members present.
7. All Fire Board meetings shall have business conducted by Parliamentary procedure. Copies of all draft minutes of regular and special meetings of the Fire Board are to be promptly submitted to the Councils of each party to this Agreement. Monthly financial statements are to be provided to the Board. Quarterly unaudited Financial Statements, after consideration by the Fire Board, are to be forwarded to the Councils of each party to this Agreement forthwith.
8. By the 30th day of September in each year, the Fire Board shall endeavor to submit in writing to each of the parties hereto a draft budget for the operation of the Department for the following year. Each party hereto shall endeavor to approve such draft budget or an amendment thereof as agreed to by the other parties on or before the 31st day of December in each year for the subsequent year's budget. The methodology of budgeting, whether on an accrual or cash basis, will be determined at a future date once the full implementation of P.S.A.B. (Public Sector Accounting Board regulations) has been completed. Each party hereto agrees to pay the amount required from the municipality for Fire Board purposes as set out in Schedule "B", as billed.
9. 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.
10. The Fire Board shall provide adequate facilities and equipment for the operation of the department.
11. 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.
12. The Department shall endeavor to respond as soon as possible to all emergency calls with the defined areas as per Schedule "A" with such apparatus and manpower as per policy established by the Fire Board.

13. 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 Fire Protection.
14. 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 case, 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.
15. The parties hereto agree that, for the purpose of the financial terms and commitments of this Agreement, all 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. All capital costs incurred by the Department shall be on a 50/50 basis. Cost sharing between Mulmur and Melancthon Townships for any major upgrades to capital assets shall be on a 50/50 basis unless otherwise directed by the Board by motion. Commencing in 2008, capital expenditures will be reflected on the Consolidated Statement of Financial Position previously known as the Consolidated Balance Sheet. Amortization/Depreciation on capital expenditures will be reflected in the Consolidated Statement of Operations.
16. 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.
17. 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 Arbitrations Act, 1991, 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 provisions of the Arbitrations Act, 1991 or pursuant to any successor legislation.
18. 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 is given to the Fire Board and to the other party. 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 participating municipality.
 - c) Any assets, including reserves contributed by the municipality to the Department shall remain the property of the Department.

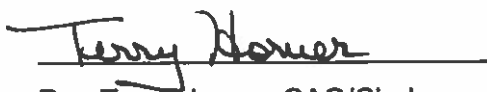
- d) If the Department is completely dissolved, the realized value of assets are to be split on a 50/50 basis between the two participating municipalities.
- e) This agreement recognizes the construction of a new fire hall in the year 2003, which was completed in the year 2004. Financing of the construction of the new fire hall was based on equal participation in the capital costs of same.

- 19. 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 there under.
- 20. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms hereof.
- 21. 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. 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 of 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 attest to by the hands of their respective proper officers in that behalf.

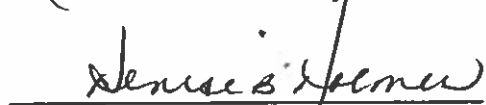
TOWNSHIP OF MULMUR


Per: Gordon Montgomery, Mayor


Per: Terry Horner, CAO/Clerk

TOWNSHIP OF MELANCTHON


Per: Debbie Fawcett, Mayor


Per: Denise Holmes, CAO/Clerk-Treasurer

SCHEDULE "A"

TO DRAFT MULMUR- MELANCTHON FIRE AGREEMENT

FIRE SERVICE AREA

SCHEDULE "A"
MULMUR- MELANCTHON FIRE AGREEMENT

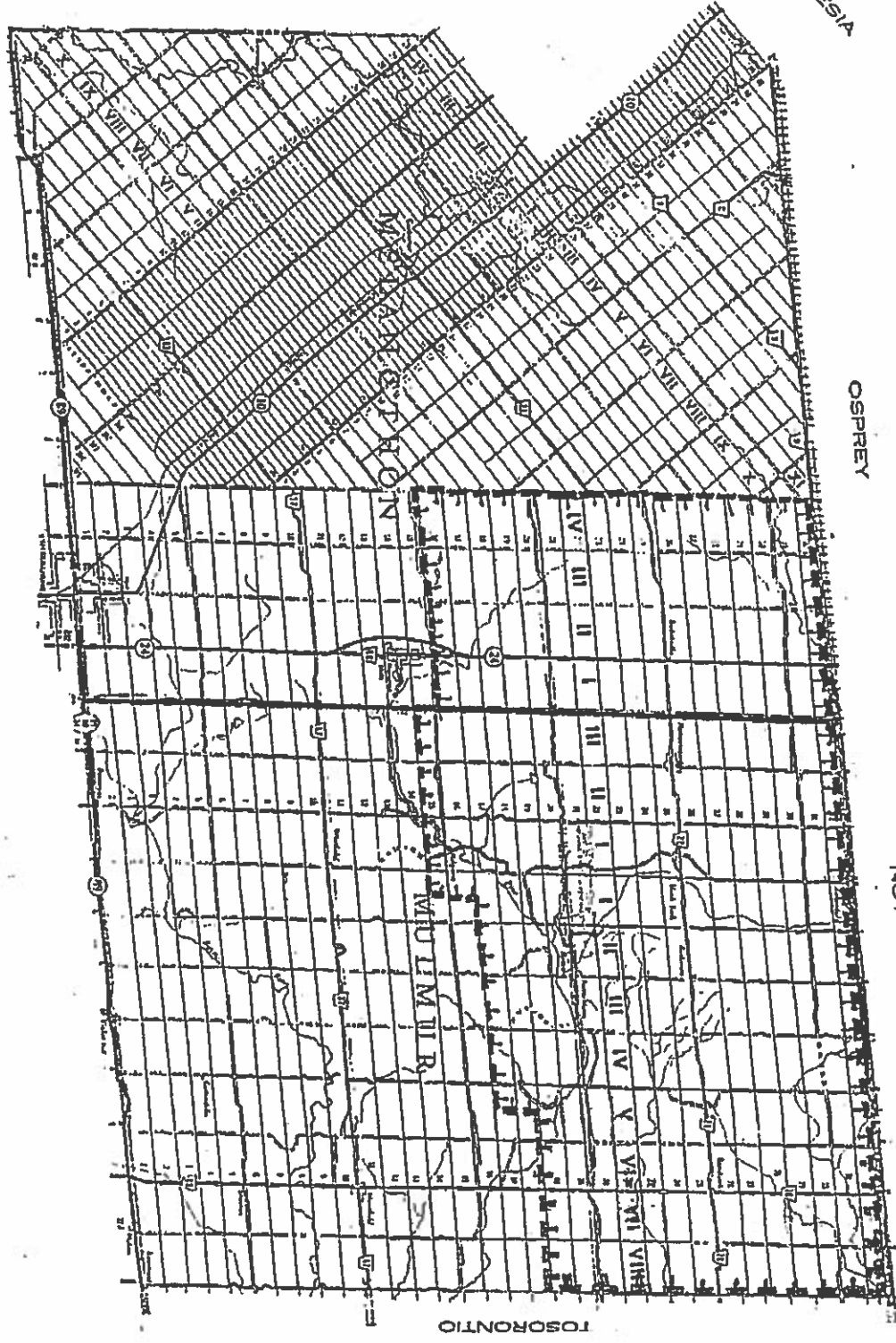
FIRE SERVICE AREA

PROTON

ARTEMESIA
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SCHEDULE "B"
TO MULMUR- MELANCTHON FIRE AGREEMENT

COST SHARING

1. **DEFINITIONS:**

"Assessment" shall include all taxable residences, taxable commercial and industrial as shown on the previous year's assessment roll, for the current taxation 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, for the current year's taxation (according to codes 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. Operating cost sharing shall be calculated annually by the Treasurer of the Department by taking the data provided by the Clerks from the previous year's assessment roll, for the current taxation, 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.

Municipality	Assessment	%	Res/Comm Units/Hsholds	%	Fire Calls	%	Combined Average
MULMUR	195,627,250	85.12%	604	79.37%	25.33	61.78%	75.42%
MELANCTHON	34,202,500	14.88%	157	20.63%	15.67	38.22%	24.58%
TOTAL:	229,829,750	100.00%	761	100.00%	41	100.00%	100.00%

4. Capital cost sharing on the construction of the new hall, constructed in 2003, and completed in 2004, was based on an equal 50/50 partnership between the two participating municipalities. Purchase of the land in 2002 known as Lot 42, Plan 39, was split on the existing cost sharing percentage for the year 2002.

5. Capital purchases will be shared on a 50/50 basis subject to the approval of the Board's respective Councils.

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

By-Law No. 47-2001

Being a By-Law to provide for the Regulating
of the Shelburne & District Fire Department
and to repeal By-Law Number 06-93

Whereas the Municipal Act, R.S.O. 1990 c., as amended, and the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4 as amended, permits the Council to enact a by-law to establish and regulate a Fire Department:

BE IT THEREFORE ENACTED by the Municipal Council of the Corporation of the Township of Melancthon, as follows:

DEFINITIONS

1. In this by-law, unless the context otherwise requires,

- a. **Agreement** means the Shelburne and District Board of Management Agreement dated October 15th, 1991
- b. **Approved** means approved by the Municipal Councils
- c. **Corporation** means the Corporation of the Township of Melancthon
- d. **Council** means the Council of the Township of Melancthon
- e. **Deputy Chief** means the person appointed by a by-law of the Councils of the municipalities to act on behalf of the Fire Chief of the Fire Department in the case of an absence or a vacancy in the office of Fire Chief
- f. **Fire Area** means the area serviced by the Shelburne and District Fire Department as defined in **Schedule A** attached to this by-law; **SAVE AND EXCEPT** any defined area that any one municipality may deem to be excluded from fire suppression and/or rescue service as defined in their own respective municipal by-laws.
- g. **Fire Board** means the Shelburne and District Joint Board of Management comprising of the Township of Amaranth, Township of Melancthon, Township of Mulmur, Town of Mono and Town of Shelburne.
- h. **Fire Chief** means the person appointed by a by-law of the Councils of the municipalities to act as Fire Chief of the Fire Department and is ultimately responsible to the Fire Board as defined in the Fire Protection and Prevention Act
- i. **Fire Department** means the Shelburne and District Fire Department
- j. **Fire Protection Services** includes fire suppression, fire prevention, fire safety education, communication, training of persons involved in the provisions of fire protection services, rescue and emergency services and the delivery of all those services
- k. **Member** means any persons employed in, or appointed to, a Fire Department and assigned to undertake fire protection services, and includes officers, full time, part time and volunteer firefighters
- l. **Volunteer Firefighters** means a firefighter who provides fire protection services either voluntarily or for a nominal consideration, honorarium, training or activity allowance

2. Fire Department known as the Shelburne and District Fire Department was established by Agreement and the head of the Fire Department shall be known as the Fire Chief.
3. The Fire Department shall be structured in conformance with the approved Organizational Chart, **Schedule B**, forming part of this by law.
4. In addition to the Fire Chief, the Fire Board shall appoint a Deputy Chief and such number of other officers and members as may be deemed necessary by the Fire Board.
5. The Fire Chief may recommend to the Fire Board the appointment of any qualified person as a member of the Fire Department, subject to the approved hiring policies developed by the Fire Chief.
6. Persons appointed as members of the Fire Department to provide fire protection services shall be on probation for a period of 12 months, during which period they shall take such special training and examination as may be required by the Fire Chief.
7. If a probationary member appointed to provide fire protection services fails any such examinations and / or contravenes any provisions of this by-law, policies, general orders and department rules that, in the opinion of the Fire Chief would be detrimental to the operation or the efficiency of the Fire Department, the Fire Chief may recommend to the Fire Board that he/she be dismissed.
8. The remuneration of the volunteer members shall be as determined by the Fire Board and approved by the Councils.
9. Mandatory retirement shall be followed by all members as set out in the Operational Guidelines Manual of the Shelburne and District Fire Department.
10. Working conditions and remuneration for firefighters defined in Part IX of the Fire Protection and Prevention Act shall be determined by the Fire Board in accordance with the provisions of Part IX of the Fire Protection and Prevention Act.
11. If a medical examiner finds a member is physically unfit to perform assigned duties and such condition is attributed to, and a result of employment in the Fire Department, the Fire Board may assign the member to another position in the Fire Department or may retire him/her.
12. The Fire Chief is ultimately responsible to Council, through the Fire Board for proper administration and operation of the Fire Department including the delivery of fire protection services.
13. The Fire Chief shall implement all approved policies and shall develop such Operational Guidelines, orders and department rules as necessary to implement the approved policies and to ensure the appropriate care and protection of all department personnel and fire equipment.
14. The Fire Chief shall review periodically all policies, orders, rules and Operational Guidelines of the Fire Department and may establish an advisory committee consisting of such members of the Fire Department as the Fire Chief may determine from time to time to assist in these duties.
15. The Fire Chief shall submit to the Fire Board and Council for approval, the annual budget estimates for the Fire Department, an annual report and any other specific reports requested by the Fire Board or Council.
16. Each division of the Fire Department is the responsibility of the Fire Chief or a member designated by the Fire Chief. Designated members shall report to the Fire Chief on divisions and activities under their supervision and shall carry out all orders of the Fire Chief.

17. Where the Fire Chief designates a member to act in the place of an officer in the Fire Department, such member, when so acting, has all of the powers and shall perform all duties of the officer replaced.
18. The Fire Chief may reprimand, suspend or recommend dismissal of any member for infraction of any provisions of this by-law, policies, general orders and department rules that, in the opinion the Fire Chief, would be detrimental to operation or the efficiency of the Fire Department.
19. The procedures for termination of employment prescribed in Part IX of the Fire Protection and Prevention Act shall apply to all firefighters and will include volunteer firefighters as defined in Part IX of the Fire Protection and Prevention Act.
20. The Fire Chief shall take all proper measures for the prevention, control and extinguishment of fires and the protection of life and property and shall exercise all powers mandated by the Fire Protection and Prevention Act, and the Fire Chief shall be empowered to authorize:
 - a. pulling down or demolishing any building or structure to prevent the spread of fire;
 - b. all necessary actions which may include boarding up or barricading of buildings or property to guard against fire or other danger, risk or accident, when unable to contact the property owner, and
 - c. recovery of expenses incurred by such necessary actions for the Corporation in the manner provided through the Municipal Act and the Fire Protection and Prevention Act
21. The Fire Department shall not respond to a call with respect to a fire or emergency outside the limits of the fire boundary except with respect to a fire or emergency:
 - a. that, in opinion of the Fire Chief or designate, threatens property in the municipality;
 - b. in a municipality with which an approved agreement has been entered into to provide fire protection services which may include automatic aid;
 - c. on property with which an approved agreement has been entered into with any person or Corporation to provide fire prevention services;
 - d. at the discretion of the Fire Chief, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire co-ordinator appointed by the fire marshal or any other similar reciprocal plan or program, and
 - e. on property beyond the municipal boundary where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures, acceptable to the Fire Chief or designate.
22. By-Law Number 06-93, as amended, is hereby repealed in its entirety.

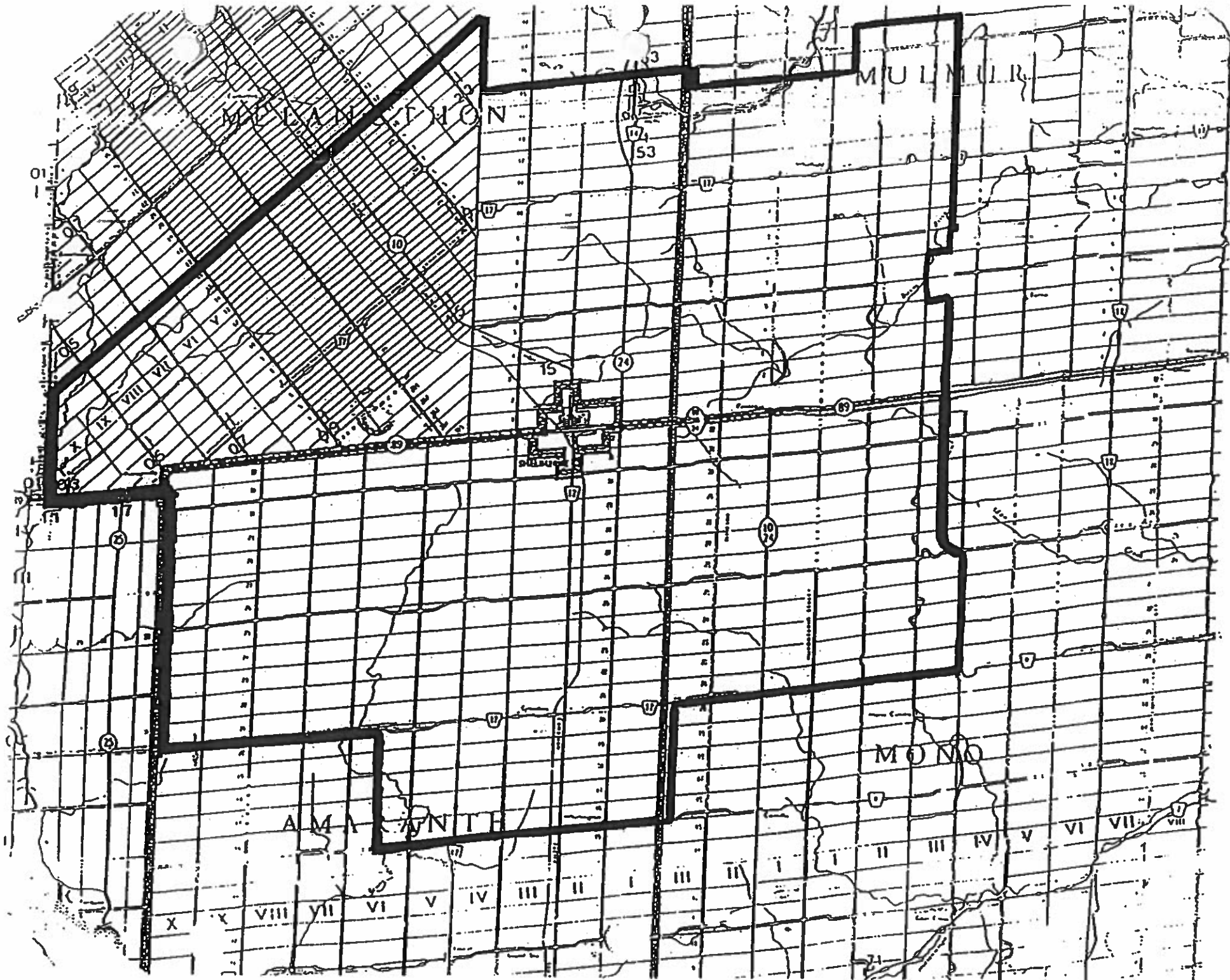
23. This By-Law shall come into effect on the 1st day of January, 2002.

By-Law read a first and second time this 6th day of December, 2001

By-Law read a third time and passed this 6th day of December, 2001

Heise B. Palmer
CLERK

Gary Marshall
HEAD OF COUNCIL



Schedule A

TO BY-LAW NUMBER

47-2001

FIRE SERVICE AREA

Corporation of the Township of Melancthon

Regulating BY-LAW
for the Shelburne & District Fire Department

By-Law No. 47-2001

Council

Fire Board

Fire Chief

Deputy Fire Chief

Captain	Captain	Captain	Captain
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Firefighters