

THE CORPORATION OF THE TOWNSHIP OF HILTON

BY-LAW NO. 1430-24

WHEREAS the Corporation of the Township of Hilton has enacted by-law no. 1420-24 being a by-law to authorize an agreement for the joint management and operation of a Fire Department.; and

WHEREAS the Council of the Township of Hilton deems it desirous and expedient to amend said by-law in order to clarify decision making power and meeting procedures;

WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25, as amended, 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 8 of the Municipal Act, 2001, provides that the powers of a municipality 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 and for the establishment of joint boards of management thereof;

AND WHEREAS the Council of the Corporation of the Township of Hilton deems it necessary and expedient to enter into such an agreement with the Incorporated Village of Hilton Beach;

NOW THEREFORE the Council of the Corporation of the Township of Hilton hereby enacts as follows:

1. That an agreement be entered into between the Corporation of the Township of Hilton and the Incorporated Village of Hilton Beach with respect to fire department management and operation and the establishment of a joint board of management thereof in accordance with the agreement attached hereto.
2. That the Reeve and Clerk are hereby authorized to execute all documents pertaining to the said agreement.
3. This by-law rescinds By-law 1420-24 passed July 10, 2024.

Read a first and second time this 9th day of Wednesday, October 2024

Read a third and final time and passed this 9th day of Wednesday, October 2024.


DEPUTY REEVE - Dave Leask


ACTING CLERK - Sara Dinsdale

AGREEMENT

FOR THE JOINT MANAGEMENT AND OPERATION OF THE HILTON UNION FIRE DEPARTMENT

This agreement made this 9TH day of October 2024, between

THE CORPORATION OF THE TOWNSHIP OF HILTON

-and-

THE INCORPORATED VILLAGE OF HILTON BEACH

hereinafter called the "parties".

WHEREAS By-laws have been duly enacted by the corporate parties hereto respectively, pursuant to the provisions of the Municipal Act, to authorize an agreement between the said parties for the establishment of a fire department joint board of management,

AND WHEREAS Part 2 (4) of the Fire Protection and Prevention Act provides for two or more municipalities to establish a fire department for the purpose of providing fire protection services in those municipalities,

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 known as the "Hilton Union Fire Department", hereinafter called the "department" for the purpose of providing fire protection services in the areas defined in this Agreement.

AND WITNESSETH this Agreement that in consideration of the covenants and terms contained herein, the parties agree as follows:

1. In this Agreement:

“Department” means The Hilton Union Fire Department,

“Deputy Fire Chief” means the person(s) appointed to act in the place of the fire chief in the fire chief’s absence, or in the case of a vacancy in the position of fire chief,

"Designate" 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 powers and authority as the fire chief;

“Fire Response Area” means the areas of the participating municipalities, as described in Appendix “A”, attached to and forming part of this Agreement,

“Fire Chief” means a fire chief appointed by the participating municipalities under subsection 6 (1), (2), or (4) of the Fire Protection and Prevention Act,

“Fire Department” means a group of firefighters authorized to provide fire protection services by a municipality, and/or a group of municipalities,

“Fire Protection” means a range of programs designed to protect the lives and property of the inhabitants of the fire department response area from the adverse effect of fires or exposure to dangerous conditions created by man or nature and includes fire suppression, fire prevention, fire safety education, communication, training of persons involved in the delivery of fire protection services, rescue and the delivery of all those services.

2. A joint board of management shall be established and shall be composed of three (3) appointed members, plus one (1) alternate, from the Council of the Township of Hilton and three (3) appointed members, plus one (1) alternate, from the Council of the Village of Hilton Beach and is to be known as the "Hilton Union Fire Board". The fire board shall be appointed for a term to run concurrent with the terms of the appointing Councils. Each Council shall appoint their representatives in December of an election year as designated by the Municipal Elections Act, appointments to be effective immediately. 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.

3. Board Recommendations/decisions must be presented to respective councils for approval.

4. Fire Board meetings are to be open to the public and agendas and minutes will be posted on respective websites.

5. The fire board shall appoint a chairperson from amongst its members at the first meeting of the fire board for its term.

6. 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.

7. (a) The fire board shall appoint a secretary/treasurer at the first meeting of the fire board in each term. The treasurer of the fire board shall be the Clerk-Treasurer of one of the municipalities as agreed to by the parties.

(b) The audit for the fire board shall be included in the audit of the municipality of which the Clerk-Treasurer has been appointed treasurer of the fire board. The auditor shall submit copies of the annual statements 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 enter, or cause to be entered, in books kept for that purpose minutes of all proceedings at such meetings and be the custodian of such books, papers, records and documents belonging to 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 records 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 to the credit of the fire board, 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 authorized by the fire board in accordance with its budget.

8. (a) The fire board shall hold 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 board shall ensure the attendance of the fire chief of the department and/or designate at each regular and special fire board meeting.

9. The fire board shall ensure that all meetings are convened and continued only when each party to the agreement is represented by a minimum of two (2) members. A quorum of the board shall consist of a minimum of four members of the board. The date and times of regular meeting shall be set by the fire board.

10. (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 meeting of the fire board are to be promptly submitted, after their approval, to the councils of each party to this Agreement.

(c) Financial statements, after consideration by the fire board, are to be forwarded to the councils of each party to this agreement.

11. (a) By the 30th of May 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 together with an apportionment of the costs to each of the parties herein using the formula of fifty percent (50%) for the Township of Hilton and fifty percent (50%) for the Village of Hilton Beach.

Each party hereto shall approve such draft budget, or an amendment thereto, as agreed to by the other party, on or before the 30th of June of each year. Each party hereto shall pay to the treasurer in semi-annual instalments on the 30th day of June and the 31st day of December in each year the amount of their said apportionment of costs. Interest will begin to accrue from the day following the due dates at the rate of 1.25% per month.

(b) Each annual draft budget submitted to the councils shall include an appropriate provision for a reserve fund for the replacement and repair of equipment. Such contributions to the reserve fund shall be placed in a separate deposit account in the care and custody of the secretary/treasurer. The secretary/treasurer shall submit a report to the fire board on the position of the reserve fund in each year, prior to the budget meeting. No unbudgeted 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.

12. The parties hereto agree that for the purposes of the financial terms and commitment to this agreement all capital and operating costs shall be incurred as per the formula in Section 9 of this Agreement.

13. The fire board shall be responsible for the preparation of draft by-laws, the formulating of policies, for and relating to the administration of the department and the fire board.

14. The fire board shall provide adequate facilities and equipment for the operation of the department.

15. The fire board shall be responsible for providing fire protection to areas within the boundary as per schedule "A" attached hereto and forming part of this agreement.

16. The department shall endeavour to respond as soon as possible to all emergency calls with the defined area as per schedule "A" with such apparatus and staff as per policy approved by the fire board.

17. The fire chief of the department is hereby authorized to purchase necessary parts and/or supplies and have the necessary repairs conducted to keep the apparatus and equipment in proper operating condition to a maximum of the annual budget.

18. Both 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.

19. The fire board will arrange, in consultation with the councils of the parties hereto, for the issuance 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 both parties to this Agreement be endorsed as additional named insureds as their interest may appear.

20.(a) This Agreement shall remain in effect until a new agreement is made, notwithstanding, the terms of this agreement may be amended from time to time.

(b) Should one of the parties wish to propose an amendment to this Agreement written notice of such shall be given to both parties and the fire board at least thirty (30) days prior to the next regularly scheduled meeting of the fire board.

21. So often as there may be any dispute between the parties to this Agreement 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. M.48, 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

such agreement, such arbitrator shall be appointed by a Judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

22. In the event that either party to this Agreement wishes to cease participating in the fire board they may do so provided that:

(a) One (1) year's written notice be given to the other party. Any written notice given, as aforesaid shall terminate this Agreement as of the 31st December of the following year in which notice is given.

(b) The terminating party's share, based on the formula in Section 9 of this Agreement, will be first offered to the remaining party at a price determined by an independent appraisal. The funding of such purchase will be extended over a period to be determined at the time by both parties, subject to O.M.B. approval.

(c) If the department is completely dissolved, the assets are to be split based on the formula contained in Section 9 of this Agreement including the assessed value of the fire station located on Part Lot 1, Concession 17, Hilton Township, but not including the land, unless otherwise agreed upon.

23. 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.

24. The parties hereto shall execute such further assurances as may be reasonably required to carry out the terms thereof.

25. Upon the execution of this Agreement any existing agreement between the parties, as amended, with respect to fire protection shall forthwith become null and void.

26. In the event that any covenant, provision or term 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.


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


THE CORPORATION OF THE TOWNSHIP OF HILTON


DEPUTY REEVE – Dave Leask


ACTING CLERK – Sara Dinsdale

THE INCORPORATED VILLAGE OF HILTON BEACH


MAYOR – Robert Hope


CLERK – Myra Eddy

SCHEDULE "A" to By-Law No. 1430-24

"Fire Response Area" that area encompassed by the municipal boundaries of the Village of Hilton Beach and the Township of Hilton.