

**EXCERPT re: Chester Fire Services Committee (CFSC) Terms of Reference**

**Committee**

- 3) The Parties agree to establish a joint advisory committee (the "Chester Fire Services Committee", hereinafter the "Committee") to advice, assist and make recommendations to the parties, as required, on governance and budget.
- 4) The Municipality and the Village exercise their authority to provide Emergency Services to Fire District within the boundary lines as per Schedule "A" attached and forming part of this agreement through the Fire Service Committee and the Fire Department.
- 5) The committee, in consultation with the Fire Department, is responsible for preparing and recommending and implementing an annual operating budget to the parties. The committee has the responsibility to oversee and implement all purchases that are approved within the annual operating and capital budget.
- 6) The committee, in consultation with the Fire Department, is responsible for preparing, recommending and implementing a 5-year capital budget to the parties each year and developing a 20-year capital replacement plan.

**Term**

- 7) This Agreement shall come into effect upon signing by the parties and shall remain in force for a period of twenty (20) years, unless terminated pursuant to Section 10.
- 8) If the Fire Department should for any reason become unable to continue to provide the Service to the Fire District and has provided notice to that effect, then it shall be entitled to provide notice of same to both the Village and the Municipality. The Municipality and the Village shall proceed jointly to provide an alternate method of providing the Service to the Fire Service Area.
- 9) If either the Village or the Municipality or both should become dissolved or amalgamated by operation of Law or by Statute, then the assets belonging to them in connection with the Fire Service shall be, if possible, transferred by the parties to the Municipal body then responsible for the provision of the Service to the Fire District and if that is not possible or feasible, the assets shall be sold and the net proceeds realized from the sale of the assets used for the benefit of the residents of the Fire District in the same proportion as each of the parties contributed to acquiring those assets based on a trailing 5 year average of uniform assessment.
- 10) The Village and the Municipality acknowledge that this Agreement may only be terminated either by mutual consent or for cause. Amendments to the Agreement may

be made by mutual consent.

- a) If either party should allege cause due to a default or failure on the part of the other, then it shall first give not less than one years written notice to the other to correct that default or failure.
- b) The party receiving notice will have three months from the date notice is received to initiate the mediation and arbitration process per Section 41, otherwise if the default or failure is not corrected within the time allowed to the satisfaction of the objecting party, then the parties agree that they shall then commence the process of dissolving this Agreement in a timely manner but with the object that under no circumstances shall there be any disruption or discontinuance of the Service to the Fire District.

### **Committee Structure**

- 11) The Committee shall be composed of six (6) voting members. The Chief, or their designate, shall serve as an ex-officio member of the committee with no voting rights.
- 12) The Municipality shall appoint three members, and the Village shall appoint three members. No more than 1 of the appointments from each party may be an elected official.
- 13) Subject to Sections 14 and 15, any elector of the Fire District is eligible to be a member of the Committee.
- 14) Staff of the Village Commission and Municipality are not eligible for membership on the Committee.
- 15) No active member of the Chester Volunteer Fire Department is eligible to be a member of the Committee.

### **Annual Meeting**

- 16) An annual meeting of the electors shall be held by the Committee before February 15 each year.
- 17) The Committee shall ensure that the date, time, and location of annual meeting is duly advertised through such means as websites, social media, public notices, or other means, at least two weeks prior to the date of the annual meeting.
- 18) The Committee members shall, at the annual meeting of electors, present a report of the proceedings of the preceding fiscal year, the proposed operating and capital budgets. A poll of the electors, which may be taken by secret ballot, may be taken at the annual meeting to

determine the level of support for the proposed area fire rate(s).

### **Committee Roles and Terms**

- 19) The Municipality and the Village will each appoint two committee members for an initial term of three years, and one committee member for a term of two years. Following the initial term of committee members, the term shall be three years.
- 20) A committee member may be reappointed.
- 21) The Committee shall, at their first meeting after the annual general meeting of the electors, elect from their number a Chair, Vice-chair.
- 22) The Committee shall engage a Secretary who shall give or cause to be given all notices required to members of the Committee and shall attend all meetings of the Committee 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 Committee and perform and do such other duties as may from time to time be prescribed by the Committee.
- 23) The Municipality and the Village shall maintain a common Operating Account and Capital Account from which the funds collected through the area rate shall be deposited to fund the service. The committee will be delegated the responsibility of managing the accounts in accordance with the approved Operating and Capital budget in accordance with such procedures and policies adopted from time-to-time by the Municipality and the Village.
- 24) The committee will appoint or engage a Treasurer to keep full and accurate books of account. The Treasurer will keep record of all receipts and disbursements and under the direction of the Committee and shall deposit all monies with respect to the operation of the Department in the common bank accounts designated for that purpose.
- 25) The Treasurer will provide the committee with at least quarterly accounts of all transactions and of the financial position of the Fire Department. This section shall not be interpreted to include the activities, expenditures, or revenues of the Chester Volunteer Fire Department, a body corporate under the Societies Act.
- 26) The Committee shall ensure that adequate financial auditing for the Service is performed annually and that copies of the annual audited financial statements and copies of the audit report are submitted to each of the parties to this Agreement.

### **Committee Meetings**

- 27) The Committee shall ensure that all meetings are convened and continued only when a quorum

50% plus one of the voting members are present. For a committee of six (6) members at least four (4) members must be present for quorum.

- 28) Special meetings of the electors may be called by the committee members from time to time, but no business shall be transacted at a special meeting, except such as is contained in the notice thereof.

**Budget**

- 29) The Committee, in consultation with the Fire Department, is responsible for budgeting in such a manner as to provide adequate facilities and equipment for the operation of the Fire Department. The Operating budget, Capital Budget, and 20-year capital plan shall be developed in consultation with the Fire Department.

NOT A LEGAL DOCUMENT



## Directors and Officers

The **Chester Fire Services Committee** is a body corporate under the *Municipal Government Act*, and is jointly owned by the Village of Chester (VOC) and Municipality of the District of Chester (MODC), Nova Scotia.

### A. Directors

Voting Committee members appointed by motion of the VOC Commission and MODC Council on Jul 13 and Jun 30, 2022, respectively. Upon legal advice, the start date on all appointments was subsequently re-set to the date of incorporation **Oct 17, 2023**, for two- and three-year terms by motions of Commission and Council.

Name	Appointed by	Term	Civic Address
<i>Vacant</i>	VOC	2023-2026	
Kirk Collicutt	MODC	2023-2026	Pig Loop Road, Chester
Norm Countway	MODC	2023-2026	Marriotts Cove Road, Chester Basin
Nancy Hatch	VOC	2023-2025	Central Street, Chester
Colin MacDonald	VOC	2023-2026	Victoria Street, Chester
James Robert	MODC	2023-2025	NS Trunk 3, Chester Basin

### B. Officers

Elected by Committee Members on Oct 4, 2023, and re-affirmed (after passage of By-laws) on Jan 3, 2024.

Colin MacDonald	Chair/President
Norm Countway	Vice-Chair
Kirk Collicutt	Treasurer
Kirk Collicutt	Secretary