

THE CORPORATION OF THE MUNICIPALITY WEST GREY

BY - LAW NUMBER 101 -2018

BEING, A by-law to enter into a Fire Protection Agreement between the Municipality of West Grey and Town of Hanover;

WHEREAS, the Council of the Municipality of West Grey deems it expedient and in the public interest to enter into the aforementioned Agreement;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the Fire Protection Agreement between the Municipality of West Grey and Town of Hanover, attached hereto as Schedule "A", and forming part of this bylaw, is hereby approved.
2. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign and seal the said Agreement.
3. That this by-law shall come into full force and effect on the 1st day of December, 2018.

READ a first and second time this 17th day of September, 2018.

READ a third time and finally passed this 17th day of September, 2018.

(Signed)
Kevin Eccles, Mayor

(Signed)
Mark Turner, Clerk

SCHEDULE "A" TO BY-LAW NUMBER 101 - 2018

MUNICIPALITY OF



FIRE PROTECTION AGREEMENT
BETWEEN THE MUNICIPALITY OF WEST GREY
AND TOWN OF HANOVER

THIS FIRE PROTECTION AGREEMENT MADE this 17th day of September, 2018.

BETWEEN

THE CORPORATION OF THE TOWN OF HANOVER

Hereinafter called "Town of Hanover", of the first part

and –

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Hereinafter called "Municipality of West Grey", of the Second part

WHEREAS By-laws have been duly enacted by corporate parties pursuant to the provisions of the *Municipal Act*, 2001, S.O. 2001, c.25, to authorize an agreement between the parties;

AND WHEREAS the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, authorizes a Municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS the Town of Hanover operates fire protection services and assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated with in the Town of Hanover;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,
 - a) **Designate** means a person who in the absence of the Hanover Fire Chief has the same powers and authority as the chief.
 - b) **Fire area** means the fire area(s) of the Municipality of West Grey as described in Schedule A, attached to and forming part of this agreement,
 - c) **Fire apparatus** means the vehicles/equipment and all vehicles/equipment used by the fire department in responding to an emergency call.
 - d) **Hanover Fire Chief** means the Chief Fire Official for the Town of Hanover
 - e) **Fire department** means the Town of Hanover Fire Department.
 - f) **Fire protection services** means those fire services, emergency response services and those other services that The Town of Hanover agrees to provide to the Municipality of West Grey as more particularly described in schedule B here to.
 - g) **West Grey Fire Chief** means the Chief Fire Official for the Municipality of West Grey
 - h) **Fire prevention and public education** means the inspection of industrial, commercial and institutional facilities, the deeming of fire bans and the like and the execution of public education as deemed by the Fire Protection and Prevention Act.
 - i) **Investigation of cause** means when an investigation is required to determine the cause. The West Grey Fire Chief shall conduct said investigation and be the senior officer of the investigation.
2. The following schedules are attached hereto and form part of this Agreement:
 - a) Schedule A – Fire Area of West Grey
 - b) Schedule B – Fire Services
 - c) Schedule C – West Grey Bridges, Culverts and Limited Access Roads
 - d) Schedule D – Fees for Service
3. The Town of Hanover shall be responsible for item 1(f) as defined above. The Municipality of West Grey shall be responsible for item 1(h and i) as defined above.
4. The Town of Hanover will supply, except as hereinafter limited or excluded, fire protection services to the Municipality of West Grey in the fire area as described in Schedule A, attached to and forming part of this agreement.
5. Fire apparatus and personnel that will respond to occurrences in the fire area of the Municipality of West Grey will constitute sufficient apparatus and firefighters to accomplish the specific services as identified by the Hanover Fire Chief and/or the terms of this agreement, subject to Section (6) below, and subject also to roads being impassable by reason of snow, water, mud, etc. which would prevent the equipment from reaching the fire.
6. Should the Hanover Fire Chief, or designate, require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment, in addition to that provided by Section (4) above, at an occurrence in the fire area, such assistance shall be summoned from the Municipality of West Grey or Elmwood first.

7. Should the Hanover Fire Chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Municipality of West Grey or Elmwood Fire, the Hanover Fire Chief or designate may invoke the applicable provisions of the Provincial Mutual Aid Plan.
8. Notwithstanding Section (4) above, the Hanover Fire Chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Hanover. The Hanover Fire Chief shall institute the provisions of the Provincial Mutual Aid Plan. Similarly, the Hanover Fire Chief, or designate may order the return of such apparatus, equipment, or personnel that is responding to or is at the scene of an incident in the fire area contained in Schedule A. The Hanover Fire Chief, or designate shall endeavor to have backup resources on scene prior to the recall of apparatus. In such cases the West Grey Fire Chief, or designate, may summon assistance in accordance with the provisions of the Fire Protection or Mutual aid agreements referred to in Section (7) above.
9. The Municipality of West Grey agrees that, while in the Fire Area for the purposes of providing fire services, it has designated the Hanover Fire Department to be the "authority having jurisdiction", as that term is defined in the Fire Protection and Prevention Act. (Fire Prevention and Protection Act, Part 3, Section 11, paragraph 1-4)
10. The Hanover Fire Chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area under Schedule A of the Municipality of West Grey. In such cases, all public information shall be the sole responsibility of the Municipality of West Grey, with the Hanover Fire Chief providing accurate information, in a timely manner, to the West Grey Fire Chief. **If the occurrence is deemed suspicious and an investigation of cause is suggested, the Hanover Fire Chief shall advise West Grey Fire Chief as soon as possible. The West Grey Fire Chief shall assume leadership of investigation.**
11. If the Hanover Fire Chief requires additional assistance in the course of providing the fire services from any individuals, service providers or municipalities, the Municipality of West Grey agrees that it will, upon presentation by the Hanover Fire Chief of invoice (s) from any individual, service provider or Municipality, pay the fees of the individual, service provider or Municipality, notwithstanding the fact that those fees may be different or over and above the amounts charged by the Town of Hanover. These fees will be paid by the Municipality of West Grey within 30 days of the Town of Hanover providing all bills, receipts and invoices related to these applicable charges.
12. The Hanover Fire Chief, or designate, shall provide a written report to the West Grey Fire Chief outlining calls for service by the end of November of each year, for the previous year's occurrences. All occurrences in the fire area to which the fire department attends that involved billing activity, shall be reported to the West Grey Fire Chief within 15 days of the occurrence.
13. The Municipality of West Grey agrees to provide a map of the fire area clearly indicating the civic addresses of each intersection Bridges and culverts. See Schedule C, attached to and forming part of this agreement. The Municipality of West Grey agrees to identify all streets and roads in the fire area by having them marked at all intersections.
14. The West Grey Fire Chief shall take whatever action is appropriate and necessary to have the Hanover Fire Chief and officers requested by the Hanover Fire Chief appointed as "Assistance to the Fire Marshal" for the fire area, responsible for Fire Protection as described in Section 1(f) of this agreement.
15. The West Grey Fire Chief shall provide the Hanover Fire Chief with the Fire Safety Plan for any building within the fire area, required by Subsection 2.8 of the Ontario Fire Code.
16. In consideration of the fire protection services undertaken by the Town of Hanover in the fire area of the Municipality of West Grey. The Municipality of West Grey shall pay fees to the Town of Hanover as set out in Schedule D, attached to and forming part of this agreement.
17. The Municipality of West Grey shall receive funds recovered for services provided by the Hanover Fire Department in the Fire Protection area. However, should the involvement of the Hanover Fire Department be of a long duration (over 4 hours in duration) then the Municipality of West Grey shall provide the Town of Hanover with 30% of the funds received by the Municipality of West Grey over and above the fees outlined in Schedule 'D' for these extended duration call outs.
18. The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - Was disclosed to a party by a third party, without breach of any duty of confidentiality;

- Was approved in writing for disclosure, without restriction, by the disclosing party;
- Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
- Was developed by either party independently, without a breach of any duty of confidence.

Neither party shall disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by these terms.

All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.

Upon completion of the Fire Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.

Agents will have access to any personal information or personal health information in the possession of the other party, as those terms are defined in The Freedom of Information and Protection of Privacy Act and The Personal Health Information Act, when performing the Fire Services described herein, then Hanover Fire Department or West Grey Fire Department, as the case may be, agrees to comply with, and have its employees, officers or agents comply with, any Protection of Personal Information and Personal Health Information rules, directions and requirements as the other party may impose from time to time, acting reasonably.

19. The West Grey Fire Chief shall conduct all fire prevention and public education activities in the described fire area in schedule A. The West Grey Fire Chief will also provide any fire safety plans and information that would be of importance for safety to the Hanover Fire Chief and staff.
20. Notwithstanding anything herein contained, no liability shall attach or accrue to either party by the Town of Hanover and its fire service nor the Municipality of West Grey and its fire service on any occasion, or occasions, in the delivery of any of the fire protection services provided for in this agreement shall be liable.
21. The Town of Hanover agrees to provide sufficient insurance coverage for providing Fire Services for the Fire Area of the Municipality of West Grey. The Town of Hanover, upon request, shall provide the Municipality of West Grey with proof of such insurance coverage.
22. The Town of Hanover shall provide to the Municipality of West Grey, proof of Workplace Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement.
23. No liability shall attach or accrue to either the Town of Hanover or the Municipality of West Grey, by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area as outlined in this agreement, including (without limitation) failing to provide fire services on any occasion to the Municipality of West Grey or for any decision made by the Hanover Fire Chief pursuant of any portion of this agreement.
24. The Municipality of West Grey shall save harmless and fully indemnify the Town of Hanover, the Hanover Fire Department, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in this agreement. Such indemnification shall survive the termination of this agreement.
25. The Municipality of West Grey shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of the Town of Hanover caused by or in any way related to the performance of this agreement.
26. When responding to a call, and it is determined, while responding, that the call resides in the other's jurisdiction, the following will apply:

The Fire Department responding into the other's jurisdiction will immediately notify the Fire Chief, or designate, into whose jurisdiction they entered on the emergency response via their Dispatch Provider.

Furthermore, that the responding officer will relay through their dispatch the nature of the call that they are responding to and the estimated time they will be at the incident if it is immediately known.

At all times, the responding fire department will continue with lifesaving, fire suppression and rescue activities until relieved by the fire department in whose jurisdiction the incident occurs, or until termination of the incident.

The Fire Chief, or designate, of the jurisdiction in which the incident has occurred will determine if response is required to the incident, and assume command and control of the situation, or allow the Fire Department entering the jurisdiction to complete the call.

27. The parties agree that this agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party sixty (60) days written notice of the proposed amendment(s).

28. If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Hanover Fire Chief and the West Grey Fire Chief, the parties agree to participate in the following dispute resolution procedure:

Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of each Municipality's Chief Administrative Officer (the "CAO"). The CAO's will meet with a view to amicably resolve any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.

If the CAO's fail to resolve the dispute within 30 days following the date of their meeting, they each shall prepare a written report to their respective Council. The Council of Hanover and the Council of West Grey each agree to appoint one or more members to work with the one or more members of the other Municipality to resolve the dispute or disagreement.

All reasonable requests for information regarding the dispute or disagreement made by one participant of this dispute resolution process to that participant's counterpart in the process, except for any confidential information or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the parties may be fully advised of the other's position.

In the event that the designated Council representatives cannot resolve the dispute within 90 days of the first meeting between the parties, or within such other period of time as the parties may have agreed, either party may, with written notice to the other party, submit the dispute or disagreement to arbitration in accordance with the provisions of the Municipal Arbitrations Act, subject to section 9.2 herein.

The party wishing to commence arbitration shall give the other party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator, who has been chosen jointly by both parties. The costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.

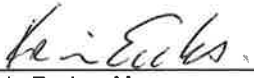
Except where clearly prevented by a dispute or disagreement that arises under this Agreement, the parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Section 9, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

29. 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.

30. This agreement shall be in force for a period of five (5) years beginning on December 1, 2018 through to December 31, 2023, and thereafter it shall be automatically renewed from year to year, unless in any year, either party gives notice to the other party as set out in Section (20).

31. Notwithstanding Section (27), this agreement may be terminated by either party, provided written notice to the other party is received not less than twelve (12) months prior to the desired termination date. In any case of termination prior to the twelve (12) month date, the fees specified in schedule D will be applied on a pro rata basis using the same formula as applied previous to the termination date.

Passed by by-law of the Municipality of West Grey this 17th day of September, 2018 and signed by the Mayor and CAO/Deputy Clerk as witnessed by the Corporate Seal.



Kevin Eccles, Mayor



Laura Johnston, CAO/Deputy Clerk

Passed by by-law of the Town of Hanover this _____ day of _____, 201_ and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Sue Paterson, Mayor

Brian Tocheri, CAO/Clerk

SCHEDULE "A"
FIRE AREA

Attached to and forming part of the Fire Protection Agreement between the
"Town of Hanover" and the "Municipality of West Grey"
Dated this 17th day of September, 2018

Coverage Area for the Municipality of West Grey by the Hanover Fire Department

All properties abutting Grey Rd #28 from Bruce Rd #10 to 5 th Sideroad & Grey Rd #28	All properties with municipal address numbers between 001551 and 001591
All properties abutting Grey Rd #28 from Norm /Bent townline to North of Conc. #2 NDR	All properties with municipal address numbers between 033001 and 033593
All properties abutting Grey Rd #10 from Norm /Bent to the southerly limits of Hanover	All properties with municipal address numbers between 013000 and 013213.
All properties abutting Grey Rd. #4 From Hanover Town limits east to Allan Park Rd	All properties with municipal address numbers between 401207 and 401886.
All properties abutting Cedar Valley View Rd.	All properties with municipal address numbers between 100 and 151
All properties abutting 10 th Sideroad From Norm / Bent Townline on North of Concession #2 SDR	All properties with municipal address numbers between 073304 and 073325 073000 to 073131
All properties abutting 10 th Sideroad from Conc. #2 NDR	All properties with municipal address numbers between 173546 to 073608
All properties abutting Old Bridge Rd. from Grey Rd. #3 to Grey Rd #4	All properties with municipal address numbers between 100 and 201 100 to101
All properties abutting Westfall Cres. From Conc. #2	All properties with municipal address numbers between 100 and 171.
All properties abutting Norm/ Bent Townline from Bruce County line to Grey Rd #3	All properties with municipal address numbers between 281000 to 281599
All properties abutting Conc #2 SDR from Grey Rd #28 to Allan Park Rd	All properties with municipal address numbers between 301212 to 301837
All properties abutting Conc #2 NDR from Grey Rd #28 to the closed Kennedy Bridge	All properties with municipal address numbers between 341209 to 341757
All properties abutting Grey Rd #3 from Norm /Bent Townline to North of Conc #2 NDR	All properties with municipal address numbers between 113000 to 113708
All properties abutting Knappville Rd to Grey Rd #28	All properties with municipal address numbers between 301042 to 301211

SCHEDULE "B"
FIRE SERVICES

This is Schedule "B" to a Municipal Fire Protection Agreement between the Town of Hanover and the Municipality of West Grey.

"Fire Services" means a range of core services designed to protect the lives and property of the inhabitants of the Fire Area of the Municipality of West Grey (Schedule "A") from the adverse effects of fires or exposure to dangerous conditions created by individuals or nature. These services are outlined in Appendix 'D' of the Town of Hanover Fire Department Enabling and Regulating by-law #3012-18.

However, the following specialty services are not covered within this agreement, and are subject to a fee for service charge to the requesting department.

- a) Swift Water Rescue
- b) Static Water Rescue
- c) Ice Water Rescue
- d) Confined Space Rescue
- e) Rope Rescue

Regarding these specialty services, the following criteria will apply;

The Municipality of West Grey agrees to pay the Town of Hanover for the service provided.

The West Grey Fire Department will remain in charge of the overall emergency scene.

The Fire Department requesting assistance will provide directions to the sight through Hanover Fire Department dispatch provider.

The Hanover Fire Department will perform the task requested and provide the necessary equipment and staff to do so. The Hanover Fire Department shall command the rescue operation.

The Fire Department requesting assistance agrees to pay upon receipt of the invoice, \$1000/hour for the 1st hour and \$600/hour for additional hours. This amount will be calculated utilizing the 'dispatch' and 'back in service' times acknowledged by dispatch provider and located within the dispatch call sheet.

SCHEDULE "C"

WEST GREY BRIDGES, CULVERTS AND LIMITED ACCESS ROADS

This is Schedule "C" to a Municipal Fire Protection Agreement between the Town of Hanover and the Municipality of West Grey,

MAP TO BE PROVIDED

SCHEDULE "D"
SERVICE FEE (Section 12)

Attached to and forming part of the Fire Protection Agreement between the
"Town of Hanover" and the "Municipality of West Grey"
Dated this 17th day of September, 2018

Fire protection services fees payable by the Municipality of West Grey to the Town of Hanover as follows:

1. It is agreed that the Municipality of West Grey will provide the sum of \$57,000.00 to the Town of Hanover for 2018 to provide all the Fire Protection Services as per Schedule B in this agreement.
2. It is agreed that the Federal Consumer Price Index calculated as of October 31 each year will be added on to the base amount of each year of the five year agreement.
3. Payment for the service fee shall be made by the Municipality of West Grey to the Town of Hanover on July 1 of each year.
4. It is agreed that for major unforeseen incidents or other services provided under 'Schedule B' of this agreement that could exceed the set amount, the amount will be adjusted accordingly upon provisions of appropriate documentation.