

CORPORATION OF THE MUNICIPALITY OF WEST GREY
BY-LAW NUMBER 35 - 2012

BEING a By-law to authorize the Mayor and CAO to enter into a Fire Service Agreement with the Township of Southgate;

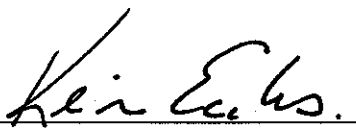
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOWS:

1. THAT the Mayor and CAO are hereby authorized to sign a Fire Service Agreement with the Township of Southgate, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.

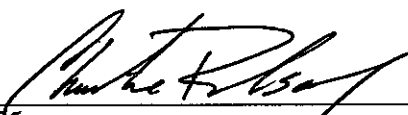
2. **THAT** this by-law shall come into force and take effect on the date of passing thereof.

Read a first and second time this 8th day of August, 2012.

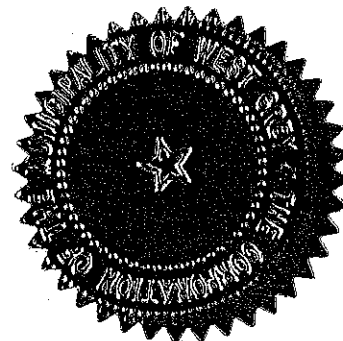
Read a third time and finally passed this 8th day of August, 2012.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 35 - 2012

MUNICIPALITY OF

*West
Grey*

**TOWNSHIP OF SOUTHGATE FIRE
SERVICE AGREEMENT**

AGREEMENT made this 8th day of August, 2012.

BETWEEN

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
Hereinafter called the "**West Grey**".

AND

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE
Hereinafter called "**Southgate**".

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Fire Protection and Prevention Act, as amended, to authorize an agreement between the parties; and

AND WHEREAS the Township operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a department situated within the Township of Southgate;

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,
 - "**Designate**" means a person who in the absence of the fire chief has the same powers and authority as the fire chief. (West Grey Station 2)
 - "**Fire area**" means the fire area(s) of Southgate as described in Schedule "A" attached to and forming part of this agreement,
 - "**Fire chief**" means the chief of the fire department, West Grey Fire Service
 - "**Chief Fire Official**" means the Chief Fire Official for Southgate.
 - "**Fire department**" means the "West Grey Fire Department, Station 2
 - "**Fire protection services**" means and includes activities defined in the Fire Protection and Prevention Act, all level of service stated in the West Grey Fire Service E&R By-Law#30-2009 more particularly described as: fire suppression, extrications, ambulance assist responses, search & rescue, public hazard, Haz-Mat(awareness level only), ice water rescue(land based), communications, training of persons involved in the provision of fire protection services and the delivery of all of those services and will adhere to the direction of the Southgate Smoke Alarm Program.
 - "**Investigation of Cause**" means when an investigation is required, the Fire Chief will notify the Chief Fire Official for Southgate to attend the incident to assist or take over the investigation.
2. West Grey will supply, except as hereinafter limited or excluded, fire protection services to Southgate in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of Southgate will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement, subject to Section (5) hereunder, and subject also to roads being impassable by reason of snow, water, mud, etc. which would prevent fire apparatus and personal from reaching the incident.

Grey as set out in Schedule "B" attached hereto and forming part of this agreement.

13. Notwithstanding anything herein contained, no liability shall attach or accrue to the West Grey for failing to supply Southgate on any occasion, occasions, any of the fire protection services provided for in this agreement.
14. No liability shall attach or accrue to Southgate 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.
15. 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 a minimum of thirty (30) days written notice of the proposed amendment(s).
16. So often as there may be any dispute between the parties to 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, 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, 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 or any successor legislation.
17. 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 unenforcible, 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.
18. This agreement shall be in force for a period of five (5) years and replaces the previous fire agreement 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 (16).

SCHEDULE "A"

FIRE AREA SECTION (2)

attached to and forming part of "Municipality of West Grey" and
"Township of Southgate" fire protection agreement
Dated: _____ 2011

The following map indicates the Fire Area of the municipality for the
purposes of the fire protection services agreement between West
Grey and Southgate.

A map to scale 1:50 000 indicating the Fire Protection Area has
been forwarded to the Fire Chief of West Grey prior to
_____, 2011.