

Corporation of the Municipality of West Grey

By-law Number 42 - 2016

Being, A by-law to enter into an agreement with the Township of Wellington North for the provision of fire protection services to the Municipality of West Grey;

Whereas, the Municipal Act, S.O. 2001, Chapter 25, section 20, allows one or more municipalities to enter into an agreement to jointly provide for any matter which all of them have the power to provide within their boundaries;

And whereas, the Fire Protection and Prevention Act, Chapter 4, S.O. 1997, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

Now therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to enter into an Agreement for the provision of fire protection services by the Township of Wellington North.
2. That the Agreement, attached as Schedule "A", hereto becomes part of this by-law.
3. That By-law Number 36-2003 is hereby repealed.
4. That this by-law shall come into force and effect retroactive to the 1st day of January, 2016.

* * * * *

Read a first and second time this 2nd day of May, 2016.

Read a third time and finally passed this 2nd day of May, 2016.

Kevin Eccles, Mayor

Larry Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 42 - 2016

Municipality of



Township of Wellington North
Fire Protection Agreement

THIS FIRE PROTECTION AGREEMENT MADE this 2nd day of May, 2016.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WELLINGTON NORTH

Hereinafter called “Township of Wellington North”, 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

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 Township of Wellington North 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 the Township of Wellington North;

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 Fire Chief has the same powers and authority as the chief.
 - (b) **fire area** means the fire area(s) 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) **fire chief** means the chief of the fire department.
 - (e) **fire department** means the “Township of Wellington North Fire Service”.
 - (f) **fire protection services** means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: “includes fire suppression, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services”.
 - (g) **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.
 - (h) **investigation of cause** means when an investigation is required, the Fire Chief of the Municipality of West Grey shall conduct and be the senior officer.
2. The Township of Wellington North Fire Service shall be responsible for item 1(f) as defined above. The Municipality of West Grey Fire Chief shall be responsible for item 1(g,h) as defined above.
3. The Township of Wellington North 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.
4. Fire apparatus and personnel that will respond to occurrences in the fire area of West Grey will constitute sufficient apparatus and fire fighters to accomplish the specific services identified in the agreement, subject to Section (5) below, and subject also to roads being impassable by reason of snow, water, mud, etc. which would prevent the equipment from reaching the fire.

5. Should the Township of Wellington North 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 West Grey.

Should the Township of Wellington North 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 Fire, the Municipality of West Grey and Wellington North Area Fire Chiefs' may invoke the applicable provisions of the Grey County Mutual Aid Plan.

6. Notwithstanding Section (4) above, the Township of Wellington North Fire Chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Wellington North and said Fire Chief shall institute the provisions of the Grey County Mutual Aid Plan. Similarly, the Township of Wellington North 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 Fire Chief of Wellington North can only recall their resources once back-up resources have arrived on-site. In such cases the Municipality of 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 (5) above.
7. The Township of Wellington North Fire Chief, or designate shall use their best endeavors to prevent answering false alarms, but they shall not be required to unnecessarily delay the fire department when a call has been received to assure themselves that the call is not a false alarm.
8. The Wellington North 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 Wellington North Fire Chief providing timely accurate information to the West Grey Fire Chief. **The Township of Wellington North Fire Chief or Senior Officer at the scene shall communicate with the Fire Chief of the Municipality of West Grey as soon as possible to inform them of occurrence. If the occurrence is deemed suspicious and an investigation of cause is warranted, the Municipality of West Grey Fire Chief shall assume leadership of investigation.**
9. The Township of Wellington North Fire Chief, or designate, shall report to the Municipality of West Fire Chief, by the tenth (10) day of the month, all occurrences in the fire area to which the fire department attends in the previous month including billing information. The Township of Wellington North will then prepare an invoice and forward it to West Grey prior to the end of the month in accordance with Clause 3, Schedule B.
10. The Municipality of West Grey agrees to provide a map of the fire area clearly indicating the civic addresses of each intersection. See Schedule A, 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.
11. The Municipality of West Grey shall take whatever action is appropriate and necessary to have the Township of Wellington North Fire Chief appointed as "Associate to the Fire Marshal" for the fire area, responsible for Fire Protection as described in Section (1 f) of this agreement.
12. In consideration of the fire protection services undertaken by the Township of Wellington North in the fire area of the Municipality of West Grey. The Municipality of West Grey shall pay fees to the Municipality of Wellington North as set out in Schedule B, attached to and forming part of this agreement.
13. Notwithstanding anything herein contained, no liability shall attach or accrue to either party by Wellington North 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.

14. No liability shall attach or accrue to either the Township of Wellington North 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.
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 sixty (60) 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 Arbitration 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 Arbitration 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 Arbitration 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 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.
18. This agreement shall be in force for a period of five (5) years beginning on the 1st January, 2016 through to December 31, 2020, 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 (15).

19. Notwithstanding Section (18), 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 Appendix B 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 Corporation of the Municipality of West Grey this 2nd day of May, 2016 and signed by the Mayor and CAO/Deputy Clerk as witnessed by the Corporate Seal.

(Signed)
Kevin Eccles, Mayor

(Signed)
Larry C. Adams, CAO/Clerk

Passed by by-law of the Corporation of the Township of Wellington North this _____ day of _____, 2016 and signed by the Mayor and Clerk as witnessed by the Corporate Seal.

Andrew Lennox, Mayor

Karren Wallace, Clerk

SCHEDULE “A”

FIRE AREA (Section 2)

Attached to and forming part of the Fire Protection Agreement between the
 “Township of Wellington North” and the “Municipality of West Grey”
 Dated this 18th day of April, 2016

EFFECTIVE JANUARY 1, 2016.

The following map indicates the Fire Area of the Municipality of West Grey for the purposes of the Fire Protection Services Agreement between the Municipality of West Grey and the Township of Wellington North.

A map to scale 1:50 000 indicating the Fire Protection Area will be forwarded to the Fire Chief of the Township of Wellington North, prior to December 31 of each calendar year, for the duration of this Agreement.

Coverage Area For Wellington North Fire Service within the Municipality of West Grey:

All properties abutting Letter Breen from Baseline to Hwy #6	All properties with municipal address numbers between 082444 and 082903.
All properties abutting Rd. #63 from Baseline Rd. to Grey Rd. #6	All properties with municipal address numbers between 062000 and 062486.
All properties abutting Rd #71 from Baseline Rd. to Grey Rd. #6	All properties with municipal address numbers between 042000 and 042466.
All properties abutting Hwy #89 from Baseline to Conc. #2 Both sides <i>North side only</i>	All properties with municipal address numbers between 6450 and 6649
All properties abutting Hwy #89 from Conc. #2 to Slago Rd <i>North side only</i>	All properties with municipal address numbers between 6650 and 6899
All properties abutting Baseline Rd. from Hwy #89 to Conc. #4 <i>east side only</i>	All properties with municipal address numbers between 211001 and 211468.
All properties abutting Sligo Rd. <i>north side only</i>	All properties with municipal address numbers between 6651 and 6899
All properties abutting Conc #2 from Hwy #89 to Rd. # 63	All properties with municipal address numbers between 251000 and 251320
All properties abutting Conc. #2 from Rd # 63 to Letter Breen Rd.	All properties with municipal address numbers between 231321 and 231500.
All properties abutting Grey Rd. #6 from Hwy #89 to Hwy #6	All properties with municipal address numbers between 271000 and 271354.
All properties abutting McFarlin Dr.	All properties with municipal address numbers between 100 and 217.
All properties abutting Norpark Ave from Cora Lee Dr. to Grey Rd. #109	All properties with municipal address numbers between 100 and 185.
All properties abutting Grey Rd. #109 from Grey Rd. #6 to Hwy #6	All properties with municipal address numbers between 042467 and 042655.
All properties abutting Cora Lee Dr. from Hwy #6 to Norpark Ave.	All properties with municipal address numbers between 100 and 301.
All properties abutting Normanby Rd. “F”	All properties with municipal address numbers between 100 and 120.
All properties abutting Baseline Rd from Hwy #89 to Minto Norm twln (<i>east side only</i>)	All properties with municipal address numbers between 211001 and 211468
All properties abutting Baseline Rd from Minto/Norm Twnln to conc #4	All properties with municipal address numbers between 211426 and 211468
All Properties Abutting Hwy #6 from Mt. Forest to Sideroad #49 <i>West side only</i>	All properties with municipal address numbers between 311000 and 311706

SCHEDULE “B”

SERVICE FEE (Section 12)

Attached to and forming part of the Fire Protection Agreement between the
“Township of Wellington North” and the “Municipality of West Grey”
Dated this 18th day of April, 2016

Fire protection services fees payable by the Municipality of West Grey to the Township of Wellington North as follows:

1. It is agreed that the Municipality of West Grey will provide the sum of \$18,500.00 to the Township of Wellington North per year to provide all the Fire Protection Services as per Section 1 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 Township of Wellington North on July 1 of each year.
4. It is agreed that for major unforeseen incidents or other services provided under Section 1 of this agreement that could exceed our base set amount will be adjusted accordingly upon provisions of appropriate documentation.