

**BY-LAW NUMBER 15-11**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**By-Law authorizing a Fire Protection Agreement with The Municipality of Grey Highlands**

**WHEAREAS** Section 8 of the Municipal Act, S.O. 2001, c. 25, 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;

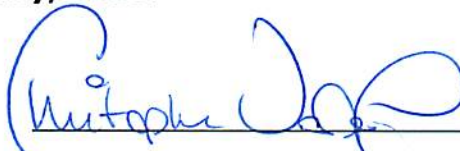
**AND WHEREAS** Section 9 of the Municipal Act, 2001 provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

**AND WHEREAS** Section 2.(5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter fire protection agreements with other municipalities;

**NOW THEREFORE the Council of the Corporation of the Township of Clearview enacts as follows:**

1. THAT a fire protection agreement be entered into between the Corporation of the Township of Clearview and The Municipality of Grey Highlands with respect to fire protection services in accordance with the provisions of the agreement attached hereto.
2. That Schedule "A" forms part of this By-Law.
3. That this By-Law shall come into force and effect on the date of third reading.

**By-Law Number 15-11 read a first, second and third time and finally passed this 12th day of January, 2015.**



MAYOR/COUNTY COUNCILLOR



DIRECTOR OF LEGISLATIVE SERVICES/CLERK

AGREEMENT made this 11<sup>th</sup> day of AUGUST 2014.

**Between**

**The Corporation Of The Municipality Of Grey Highlands**  
Hereinafter called "Grey Highlands"

**And**

**The Corporation Of Clearview Township**  
Hereinafter called "Clearview"

**Whereas:**

The Municipality of Grey Highlands and Clearview Township are authorized pursuant to the provisions of the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended to enter into an agreement for the provision of the fire protection services by the Clearview Township to lands and premises situated within the territorial limits of the Municipality of Grey Highlands;

The Municipality of Grey Highlands wishes to obtain certain Fire Protection Services of Clearview Township and Clearview Township has agreed to provide certain Fire Protection Services, subject to the terms and conditions as set out in this agreement;

**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.

**"Fire protection agreement area"** means the fire area(s) of Grey Highlands as described in Schedule "A" attached to and forming part of this agreement.

**"Fire protection services"** means and includes activities defined in the Fire Protection and Prevention Act (FPPA), more particularly described as: "includes fire suppression, farm/industrial accidents and extrications, vehicle accidents, hazardous material responses on awareness level only, medical assist responses, communications, training of persons involved in the provision of fire protection services and the delivery of all of those services".

2. Clearview shall supply, except as hereinafter limited or excluded, fire protection services to Grey Highlands in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that respond to occurrences in the fire area of Grey Highlands shall consist of sufficient apparatus, equipment and firefighters to accomplish the specific services identified in this agreement, subject to Section (4) hereunder, and subject to roads being impassable by reason of snow, water, mud, etc. which could prevent fire apparatus, equipment and personal from reaching the incident.

*OK*

4. Should Clearview 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 3 above at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement. Should the 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 Clearview, the Fire Chief or designate may invoke the applicable provisions of the Grey County Mutual Aid Plan.
5. Clearview shall notify the Municipality of Grey Highlands' Fire & Emergency Services at any time Clearview is on the scene of a structure fire, Fire Marshals Directive 2011-01 or other emergency incident where it is anticipated controlling the fire or dealing with the incident will require more than one (1) hour. The Municipality of Grey Highlands' Fire & Emergency Services will attend the scene and assess the incident to determine to release Clearview or request Clearview to provide services beyond the one (1) hour initial response at the discretion of the Municipality of Grey Highlands' Fire Chief or designate.
6. For services provided under the terms of this agreement on provincial highways supported by a cost recovery program, Clearview will directly invoice the MTO for the cost recovery program at the rate set by the program. Should cost recovery not be available through the Provincial Program, the Municipality of Grey Highlands will be responsible for payment for the response at the rates as set out in this agreement.
7. Notwithstanding any other provision herein, the Municipality of Grey Highlands shall be responsible for any extraordinary costs such as water additives (foam) or major equipment rental that is used at calls for service to the Municipality of Grey Highlands in the Fire Protection Agreement Area.
8. The personnel of Clearview shall at no time be considered agents or employees of the Municipality of Grey Highlands notwithstanding any provision of this agreement for any purpose.
9. Notwithstanding Section 3 above, the Fire Chief or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in the Township or elsewhere, under the provisions of the Grey County Mutual Aid Plan. Similarly, the 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 Protection Agreement Area. In such cases the Fire Chief or designate, may summon assistance in accordance with the provisions of the fire protection or mutual aid agreements referred to in Section 4 above.
10. The 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 them that the call is not a false alarm.



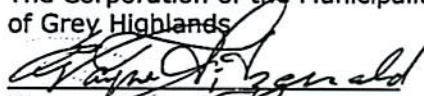
11. The Clearview Fire Chief or designate shall have full authority and control over township staff, apparatus and equipment supplied in which the fire department may be engaged in the fire protection agreement area of Grey Highlands.
12. The Clearview Fire Chief or designate shall report annually to Grey Highlands Fire Chief all incidents in the Fire Protection Agreement Area to which the fire department has responded in the year. All violations of the FPPA and by-law infractions shall be reported to Grey Highlands Fire Chief within one (1) day of the infraction.
13. Grey Highlands 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. Grey Highlands agrees to identify all streets and roads in the Fire Protection Agreement Area by having them marked at all intersections. Grey Highlands agrees to identify all bridges in the fire area as to weight limits and advise of alternate routes for fire apparatus to travel. Bridges identified, as being unable to carry the weight of the fire apparatus, shall be set out in Schedule (A) attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.
14. Grey Highlands shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the Fire Protection Agreement Area, of the procedures for reporting an emergency and of the services provided by the fire department.
15. Grey Highlands shall be fully responsible for all public education, inspections and enforcement requirements of the FPPA and shall take whatever action is appropriate and necessary to ensure Clearview is not required to perform these duties. Additionally, Clearview shall notify Grey Highlands of any investigations, infractions or issues that arise within the Fire Protection Agreement Area.
16. In consideration of the fire protection services undertaken by Clearview in the Fire Protection Agreement Area of Grey Highlands, shall pay fees to Clearview as set out in Schedule "B" attached hereto and forming part of this agreement.
17. Anywhere shall not be liable to the Municipality of Grey Highlands or any other person or entity for any liability, claim, damage, cost, suit or action in respect of any property damage or personal injury, including death, howsoever caused relating in any way whatsoever to the provision of or failure to provide fire services by Clearview or Clearview Fire Department Fire Chief or arising directly or indirectly from this agreement except where any damage or injury is due solely to the Corporation of the Township of Clearview gross negligence or that of its officers, employees or agents. The provisions of the Act respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this agreement.



18. 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).
19. 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.
20. 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.
21. This agreement shall be in force for a period of five (5) years and any by-laws and Agreements inconsistent with this Agreement is hereby repealed. The Agreement 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 18.
22. Notwithstanding Sections 18 and 21, either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date, may terminate this agreement. In any case of termination prior to the twelve (12) month date, the fees specified in Section 16 will be applied on a pro rata basis using the same formula as applied previous to the termination date.
23. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attests by the hands of their respective officers duly authorized in that behalf.

The Corporation of the Municipality  
of Grey Highlands

  
Wayne Fitzgerald, Mayor

  
Debbie Robertson, Clerk

The Corporation of the Township of  
Clearview

  
Name, Mayor

  
Name, Clerk

Authorized by By-law No: 2014-60 Authorized by By-law No: 15-11.....

**SCHEDULE "A"**

**FIRE AREA - SECTION 2** attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and Clearview Township, dated 11<sup>th</sup> August, 2014

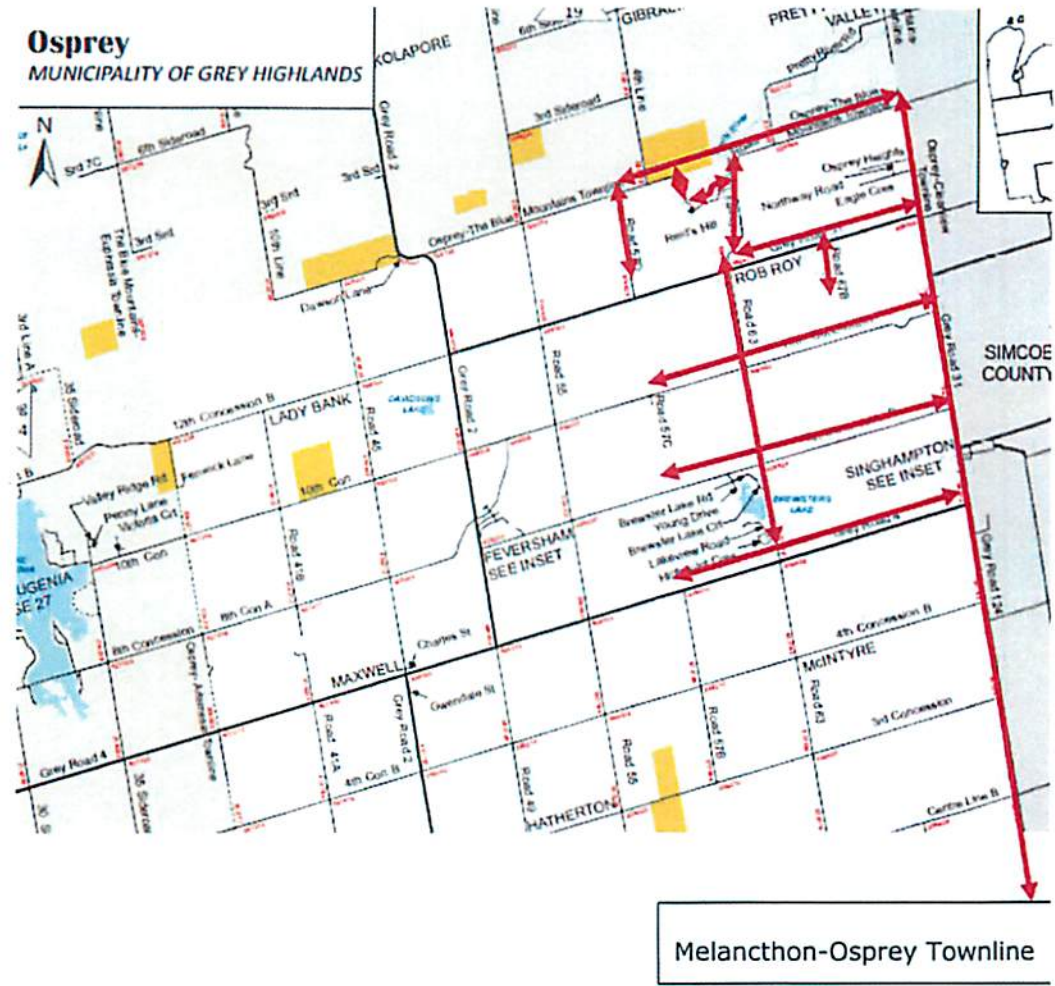
The attached map indicates the Fire Area of the Municipality for the purposes of the Fire Protection Services Agreement between the Municipality of Grey Highlands and Clearview Township dated 11<sup>th</sup> August, 2014

<b>Located Within Grey Highlands</b>	<b>Located Within Grey Highlands</b>
<b>Road Name</b>	<b>Road Name</b>
Osprey - The Blue Mountains Townline	Osprey side only and ends at Road 57D
Reids Hill	Both sides
Road 57D	Both sides
Pretty River Road	Both sides
Osprey Heights	Both sides
Northway Road	Both sides
Eagle Crescent	Both sides
Grey Road 31 to Side Road 63	Both sides
Grey Road 31 to Grey Road 124	Osprey side only
Osprey-Clearview Townline	Osprey side only
Grey Road 124 to Melancthon - Osprey Townline	Osprey side only
Road 67B	Both sides
Road 63 to Grey Road 4	Both sides
Grey Road 4 to intersection of Road 57B	Both sides

*WDA*

<b>Located Within Grey Highlands</b>	<b>Located Within Grey Highlands</b>
<b>Road Name</b>	<b>Road Name</b>
8 <sup>th</sup> Concession B to middle of block in line with Road 57C	Both sides
10 <sup>th</sup> Concession to Road 57C	Both sides
Brewsters Lake Road	Both sides
Young Drive	Both sides
Brewsters Lake Court	Both sides
Lakeview Road	Both sides
Highpoint Crescent	Both sides

Map





## **SCHEDULE "B**

**SERVICE FEES - SECTION 13** attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and the Clearview Township, dated 11th August, 2014

Fire protection services fees payable by the Municipality of Grey Highlands to Clearview shall be as follows:

1. Reported Structure Fire, Wildland Fire or event requiring suppression capabilities:
  - A. Sum of \$1,950 per hour which includes 3 suppression- capable apparatus plus;
  - B. Firefighters at rate outlined in line 5.
  
2. Motor Vehicle Accident, Farm Accident, Commercial or Industrial Accident:
  - A. MTO Rates per hour per apparatus to a maximum of 3 apparatus plus;
  - B. Firefighters at rate outlined in line 5.
  
3. Tiered Medical Response:
  - A. \$250 per hour plus;
  - B. Firefighters at rate outlined in line 5 and;
  - C. Will not exceed a total of \$500 per event.
  
4. False Alarms:
  - A. MTO rate for maximum one hour to a maximum two apparatus
  - B. Firefighters at rate outlined in line 5
  
5. Firefighter rate:
  - A. \$25.52 per hour first year(2014)(rate as per fire service provider)
  - B. Rate plus cost of living each year after 2014

