

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-028

being a by-law to authorize a fire protection agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 9, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas the Fire Protection and Prevention Act, S.O. 1997, Chapter 4, as amended, Section 2 (6) authorizes a municipality to enter into fire services agreements with other municipalities to provide and/or receive fire protection services; and

Whereas the Council of The Corporation of the Township of Southgate has deemed it desirable to enter into a fire protection agreement with the Corporation of the Municipality of Grey Highlands,

Now therefore be it resolved that the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Fire Protection Agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A is hereby adopted; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** By-law 92-2014 is hereby repealed; and
4. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second, and third time and finally passed this 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

Grey Highlands-Southgate Fire Protection Agreement

AGREEMENT made this 16th day of February, 2022.

Between

The Corporation Of The Municipality Of Grey Highlands

Hereinafter called "Grey Highlands"

And

The Corporation Of The Township of Southgate

Hereinafter called "Southgate"

Whereas:

The Municipality of Grey Highlands and the Township Of Southgate 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 Township Of Southgate 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 the Township Of Southgate and the Township Of Southgate 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. Southgate 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.

4. Should Southgate 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 Southgate, the Fire Chief or designate may invoke the applicable provisions of the Grey County Mutual Aid Plan.
5. In the event of a confirmed structure fire Grey Highlands Station 1 Flesherton will be automatically dispatched to provide a tanker to the location of the incident.
6. Southgate shall notify the Municipality of Grey Highlands' Fire & Emergency Services at any time Southgate 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 Southgate or request Southgate to provide services beyond the one (1) hour initial response at the discretion of the Municipality of Grey Highlands' Fire Chief or designate.
7. For services provided under the terms of this agreement on provincial highways supported by a cost recovery program, Southgate 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.
8. 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.
9. The personnel of Southgate shall at no time be considered agents or employees of the Municipality of Grey Highlands notwithstanding any provision of this agreement for any purpose.
10. 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.
11. 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.

12. The Southgate 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.
13. The Southgate 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.
14. 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.
15. 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.
16. 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 Southgate is not required to perform these duties. Additionally, Southgate shall notify Grey Highlands of any investigations, infractions or issues that arise within the Fire Protection Agreement Area.
17. In consideration of the fire protection services undertaken by Southgate in the Fire Protection Agreement Area of Grey Highlands, shall pay fees to Southgate as set out in Schedule "B" attached hereto and forming part of this agreement.
18. Southgate 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 Southgate or Southgate 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 Southgate 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.

19. 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).
20. 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.
21. 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.
22. 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.
23. 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.
21. 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

The Corporation of the Township of
Southgate

Marty Wellwood, Fire Chief

John Woodbury, Mayor

Raylene Martell Clerk

Lindsey Green, Clerk

Authorized by By-law No:2022-XX Authorized by By-law No:2022-028

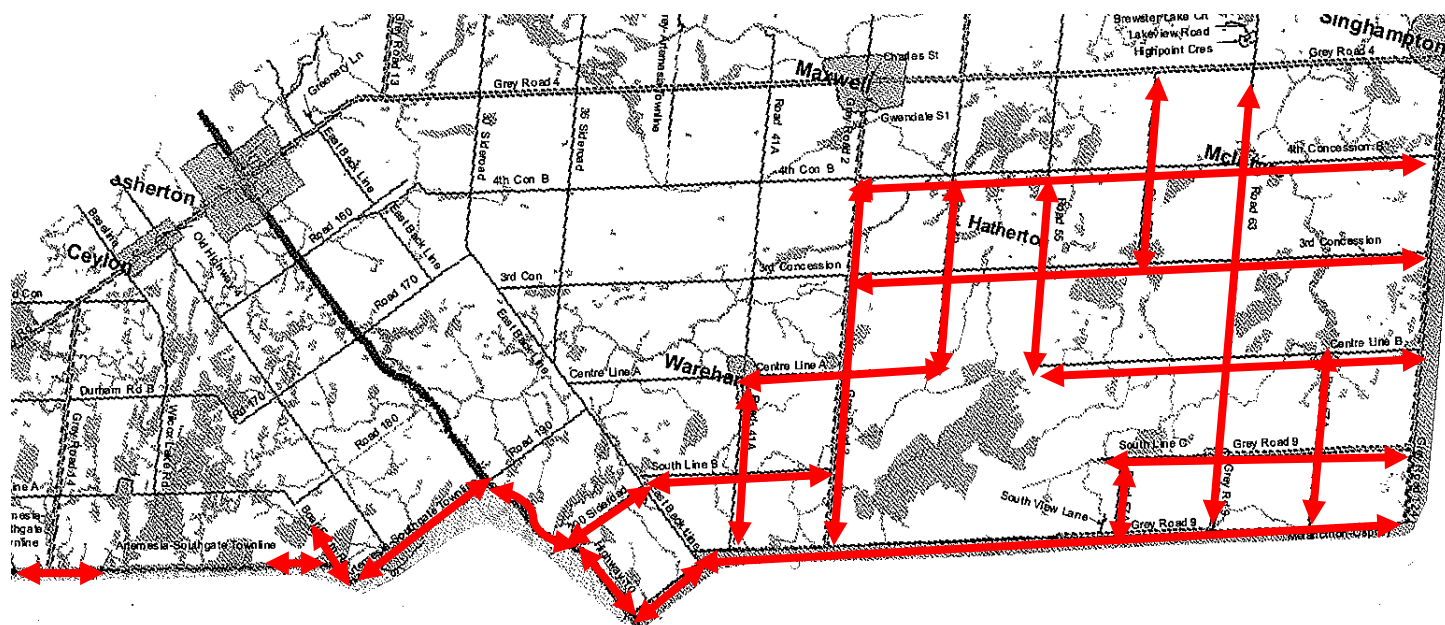
SCHEDULE “A”

FIRE AREA - SECTION 2 attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and the “Township of Southgate”, dated _____2022

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 the Township of Southgate, dated _____2022

Road Description	Municipal Address Number Range
Properties facing onto	
the northerly side of the Artemesia-Southgate Townline / Grey Road 14	285303 to 285509
the northerly side of the Artemesia-Southgate Townline	286001 to 280539
the northerly side of the Melancthon- Artemesia Townline	240441 to 240553
the northerly side of the Melancthon-Osprey Townline	247005 to 249841
both sides of 200 Sideroad	260433 to 260584
both sides of South Line B	267001 to 268001 267000 to
both sides of South Line C	269209 to 269421 269210 to
both sides of Grey Road 9	269423 to 269841 269422 to
both side of Centre Line A (from Road 41A to Road 49)	307379 to 308028
Both side of Road 41 A (from Melancton-Osprey Townline to Centre Line A)	413373 to 413000
both sides Centre Line B	
both sides 3rd Concession	
both sides 4th Concession B	
northeasterly side of Highway 10	
both sides of East Back Line	
both sides of Grey Road 2 (from Grey Road 9 to 4th Concession B)	
both sides of Road 49	
both sides of Road 55	
both sides of Road 57A	
both sides of Road 57B	
both sides of Road 63	
both sides of Road 67A	

Mapping



SCHEDULE "B

SERVICE FEES - SECTION 13 attached to and forming part of the Fire Protection Agreement between the Municipality of Grey Highlands and the Township of Southgate, dated February 16, 2022.

Fire protection services fees payable by the Municipality of Grey Highlands to Southgate 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. MTO rate per hour.
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. \$30.30 per hour first year (2022) (rate as per fire service provider)
 - B. Rate plus cost of living each year after 2022