

**The Corporation of the Township of Southgate**

**By-law Number 2025-029**

**being a by-law to authorize a fire protection agreement between the Town of Hanover and the Corporation of the Township of Southgate**

**Whereas** the Municipal Act, 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** Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

**Whereas** Section 9 of the Municipal Act, 2001, Chapter 25, as amended, 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** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a fire protection agreement with the Town of Hanover,

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

1. **That** the agreement between the Town of Hanover and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are hereby authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A" on behalf of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 19<sup>th</sup> day of March, 2025.**

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Brian Milne – Mayor

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Lindsey Green – Clerk

# MUNICIPAL FIRE PROTECTION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF HANOVER

(hereinafter referred to as "Hanover")

and

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(hereinafter referred to as "Southgate")

**WHEREAS** By-laws have been duly enacted by the parties pursuant to the provisions of the *Municipal Act, 2001, S.O. 2001, c25*, as amended or replaced to authorize an agreement between the parties;

**AND WHEREAS** the *Fire Protection and Prevention Act, 1997, S.O. 1997, c4* (the "Act") authorizes a municipality to provide and/or receive fire technical rescue services to or from other municipalities;

**AND WHEREAS** Hanover operates Fire Technical Rescue Services and has assets suitable to meet municipal responsibilities required by the Act through a fire department situated within the geographical jurisdiction of the Town of Hanover;

**AND WHEREAS** Southgate wishes to contract with Hanover for the purpose of receiving Fire Technical Rescue Services within specified areas of the Township of Southgate from Hanover;

**NOW THEREFORE**, in consideration of the mutual covenants and representations contained in this Agreement, the sufficiency of which is acknowledged, Hanover and Southgate agree as follows:

## 1. DEFINITIONS AND SCHEDULES

1.1. In this Agreement,

- 1.1.1. "Act" means *Fire Protection and Prevention Act, 1997, S.O. 1997, c4*, as amended or replaced from time to time;
- 1.1.2. "Fire Area" means the fire area(s) of the Township of Southgate as described in Schedule A hereto;
- 1.1.3. "Fire Technical Rescue Services" means those fire technical rescue services, and those other services that Hanover agrees to provide to Southgate, as more particularly described in Schedule B hereto;
- 1.1.4. "Hanover Fire Chief" means the Chief of the fire department of Hanover duly appointed by the Council of Hanover and, if provided for pursuant to the appointment, his or her designate;
- 1.1.5. "Hanover Incident Commander" means the individual responsible for overseeing and managing all aspects of Hanover Fire Department's response to the technical rescue incident;
- 1.1.6. "Southgate Fire Chief" means the Chief of the fire department of Southgate duly appointed by the Council of Southgate and, if provided for pursuant to the appointment, his or her designate;

- 1.2. The following schedules are attached hereto and form part of this Agreement:
  - 1.2.1. Schedule A – Fire Area of Southgate
  - 1.2.2. Schedule B – Fire Technical Rescue Services
  - 1.2.3. Schedule C – Bridges, Culverts and Limited Access Roads
  - 1.2.4. Schedule D – Fees
  - 1.2.5. Schedule E – The Crossing of Boundaries
- 1.3 Any capitalized terms not specifically defined herein this Agreement shall be ascribed those definitions and means as is set forth in the Act.

## **2. TERM**

- 2.1. This Agreement shall come into effect March 31, 2025, and shall remain in force for a period of five (5) years, unless terminated earlier in accordance with section 10.1. The parties agree that this Agreement shall be automatically renewed for a further 5-year term, unless, not less than twelve (12) months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.

## **3. HANOVER RESPONSIBILITIES**

- 3.1. Subject to section 3.3 of this Agreement, and subject to Hanover exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, Hanover agrees to supply those Fire Technical Rescue Services as specifically described in Schedule B to Southgate in the Fire Area specifically described in Schedule A.
- 3.2. Upon receiving a request from the dispatch provider, Hanover Fire Chief will respond to the request for Fire Technical Rescue Services in Southgate with, in the opinion of the Hanover Incident Commander, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Technical Rescue Services requested are available.
- 3.3. Notwithstanding section 3.2 above, the Hanover Incident Commander may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Hanover or are otherwise unable to respond for any reason. Similarly, the Hanover Incident Commander, may order the return of such personnel, apparatus or equipment that is responding to or is at the scene in the Fire Area.
- 3.4. The Hanover Fire Chief will report in writing to Southgate no later than the 10th day of each month, all occurrences in the Fire Area that the Hanover Fire Department (hereinafter HFD) has responded to in the previous month and shall complete all required reports for the Office of the Fire Marshal as may be required from time to time.
- 3.5. The Hanover Fire Chief shall liaise with the Southgate Fire Chief on issues relating to Fire Technical Rescue Service in the Fire Area on a regular basis.

## **4. SOUTHGATE RESPONSIBILITIES**

- 4.1. Southgate agrees the Southgate Fire Chief shall be responsible for providing any required information to the Hanover Fire Chief with respect to the Fire Technical Rescue Services required.
- 4.2. Southgate shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections and having all properties properly numbered and signed on the building or at the end of the lane way to the property in accordance with accepted address or 911 requirements.
- 4.3. Southgate agrees to identify all bridges, culverts or limited access roads under

its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire protection apparatus. Any bridges, culverts or roads that are unable to carry the weight of fire protection apparatus will be advised to HFD while HFD is enroute. Any bridges, culverts or roads so identified will either limit or exclude the Fire Technical Rescue Services where the use of these bridges, culverts or roads is required for the transportation of fire protection apparatus.

## **5. FEES**

- 5.1. In consideration of the Fire Technical Rescue Services provided by Hanover to Southgate, Southgate agrees to pay Hanover the fees as more particularly set out in Schedule "D" hereto.

## **6. LIABILITY AND INDEMNIFICATION**

- 6.1. Hanover shall not be liable for any injury to Southgate, or to any officers, employees, agents, residents, occupants or visitors of Southgate or the Fire Area, or for any damage to or loss of property of Southgate, or of any officers, employees, agents, residents, occupants or visitors of Southgate or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Services on any occasion to Southgate or for any decision made by the Hanover Fire Chief pursuant to section 3.3 of this Agreement.
- 6.2. Southgate shall save harmless and fully indemnify Hanover, 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 section 6.1 and such indemnification shall survive the termination of this Agreement.
- 6.3. Sections 6.1 and 6.2 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Hanover while acting within the scope of his or her employment.
- 6.4. Southgate shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Hanover caused by or in any way related to the performance of this Agreement, subject to Clause 6.6.
- 6.5. Hanover agrees to save harmless and fully indemnify Southgate, 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 section 6.3 and 6.4 and such indemnification shall survive the termination of this Agreement, subject to Clause 6.6.

This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Hanover in accordance with this Agreement and shall survive this Agreement.

- 6.6. Sections 6.4 and 6.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of Southgate while acting within the scope of his or her employment.
- 6.7. The Hanover Fire Department shall be required to carry the following insurance;
  - a) Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Technical Protection Services pursuant to this agreement in an amount not less than the full replacement cost.

- b) General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000 (Five Million Dollars). The policy shall be endorsed to include Southgate as an additional insured with respect to the Fire Technical Protection Services as liability, contractual liability and personal injury.
  - c) Medical Malpractice coverage with a limit of not less than \$5,000,000 (Five Million Dollars). The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.
  - d) Non-owned Automobile coverage with a limit of not less than \$5,000,000 (Five Million Dollars) and shall include contractual non-owned coverage.
  - e) Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$5,000,000 (Five Million Dollars). The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.
- 6.8. The Southgate Fire Department shall be required to carry General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000 (Five Million Dollars). The policy shall be endorsed to include Hanover as an additional insured with respect to the Fire Technical Protection Services as liability, contractual liability and personal injury.
- 6.9. All policies of insurance shall:
- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario;
  - b) Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation; and
  - c) Certificates of insurance evidencing coverage as outlined above shall be provided to Southgate on request.

## **7. CONFIDENTIALITY AND PROTECTION OF PRIVACY**

- 7.1. 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:
- 7.1.1. Was in the public domain or was created or disclosed for the purpose of being in the public domain;
  - 7.1.2. Was disclosed to a party by a third party, without breach of any duty of confidentiality;
  - 7.1.3. Was approved in writing for disclosure, without restriction, by the disclosing party;
  - 7.1.4. 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

- 7.1.5. Was developed by either party independently, without a breach of any duty of confidence.
- 7.2. 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 Technical Rescue 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 the terms of this Section 7.
- 7.3. 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.
- 7.4. Upon completion of the Fire Technical Rescue 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.
- 7.5. If agents of the parties 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 Protection Act*, when performing the Fire Technical Rescue Services described herein, then Hanover or Southgate, 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 (as defined within the said legislation) rules, directions and requirements as the other party may impose from time to time, acting reasonably.

## **8. WORKPLACE HEALTH AND SAFETY AND INSURANCE**

- 8.1. Hanover agrees to provide sufficient insurance coverage for providing Fire Services for the Fire Area of Southgate. Hanover, upon request, shall provide Southgate with proof of such insurance coverage.
- 8.2. Hanover shall provide to Southgate, 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.
- 8.3. Hanover agrees to provide sufficient insurance coverage for providing Fire Technical Rescue Services for the Fire Area of Southgate. Hanover, upon request, shall provide Southgate with proof of such insurance coverage.
- 8.4. Hanover shall provide Southgate with proof of Workplace Safety and Insurance Board (WSIB) coverage for the fire department's firefighters as requested by Southgate.
- 8.5. Hanover shall provide Southgate with proof of firefighter certification when requested for the Fire Technical Rescue Services Hanover is agreeing to supply.

## **9. DISPUTE RESOLUTION**

- 9.1. 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 Southgate

Fire Chief, the parties agree to participate in the following dispute resolution procedure:

9.1.1. 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 CAOs 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.

9.1.2. If the CAOs 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 Southgate each agree to appoint one or more members to work with one or more members of the other municipality to resolve the dispute or disagreement.

9.1.3. 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 honored in order that each of the parties may be fully advised of the other's position.

9.1.4. 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.

9.1.5. 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. The arbitration shall take place within the Town of Hanover.

9.2. 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.

## **10. TERMINATION**

10.1. This Agreement may be terminated by either party giving written notice to the other party of not less than twelve months prior to the desired termination date.

## **11. GENERAL**

11.1. Hanover and Southgate agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days' notice in writing.

11.2. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by registered or certified mail, postage prepaid, return receipt requested, sent by a recognized overnight courier service, or sent by electronic mail with confirmation of receipt.

If to Hanover: The Corporation of the Town of Hanover, 341 10th Street, Hanover Ontario N4N 1P5 or email [firechief@hanover.ca](mailto:firechief@hanover.ca)

If to Southgate: The Township of Southgate, 185667 Grey County Road 9, Dundalk Ontario, N0C 1B0 or email [firechief@southgate.ca](mailto:firechief@southgate.ca)

Notices shall be deemed to have been duly given:

- 11.2.1. On the date of delivery, if delivered personally;
  - 11.2.2. On the date of receipt, if sent by registered or certified mail;
  - 11.2.3. On the next business day, if sent by overnight courier; or
  - 11.2.4. On the date of transmission, if sent by electronic mail and confirmed by the recipient.
- 11.3. Either party may change its address for the purposes of the receipt of any communications pursuant to this Agreement by giving seven (7) days prior written notice of such change to the other party.
- 11.4. 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 by the covenant, provision or term; and shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect while the necessary changes are being addressed.
- 11.5. It is expressly agreed by the parties that Hanover is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of Hanover and Southgate, or of principal and agent or of partnership or joint venture between Hanover and Southgate, or between the officers, employees or agents of Hanover and Southgate.
- 11.6. Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.7. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.
- 11.8. This Agreement and the attached Schedules constitute the entire Agreement between the parties. There are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement.

## **12. ASSIGNMENT**

- 12.1. This agreement shall not be assigned to another party without the consent of all parties.

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**THIS AGREEMENT** has been executed by the Corporation of the Town of Hanover and by the Corporation of the Township of Southgate by their duly authorized representatives on the dates noted below:

**THE CORPORATION OF THE TOWN OF HANOVER**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

*I have the authority to bind the corporation*

Date: \_\_\_\_\_

**THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE**

\_\_\_\_\_  
Mayor

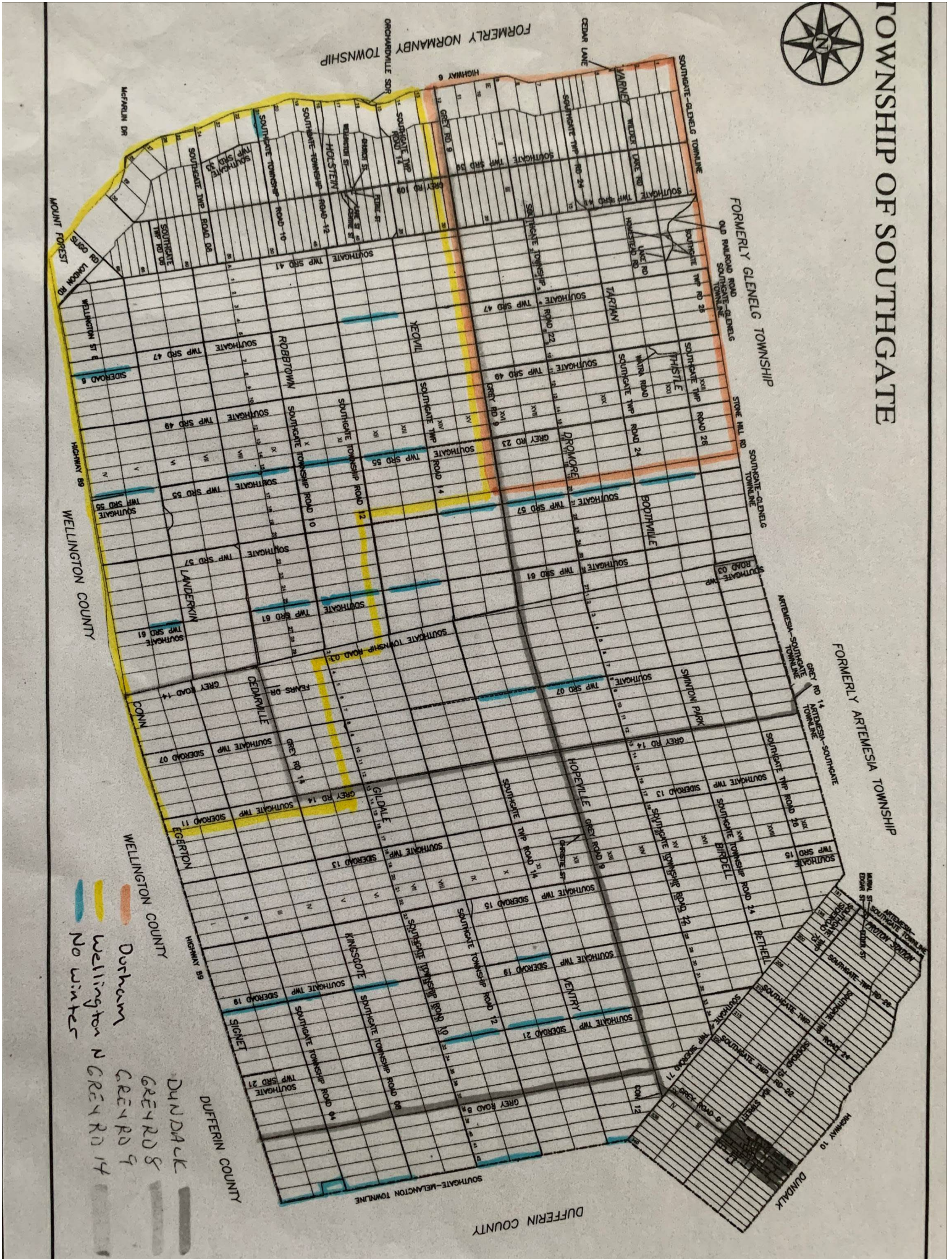
\_\_\_\_\_  
Clerk

*I have the authority to bind the corporation*

Date: \_\_\_\_\_

**SCHEDULE "A" - FIRE AREA OF SOUTHGATE**

This is Schedule "A" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Township of Southgate. The areas served by the Town of HFD in the Township of Southgate shall be:



## SCHEDULE "B" – FIRE TECHNICAL RESCUE SERVICES

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This is Schedule "B" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Township of Southgate.

"Fire Technical Rescue Services" means a range of services designed to protect the lives of the inhabitants of the Fire Area of Southgate (Schedule "A"). These services shall be rendered when called upon by the Township of Southgate.

This includes:

a) Water Rescue

- Shall be provided at the Technician Level in accordance with NFPA 1670, 2021 edition Standard for Operations and Training for Technical Search and Rescue Incidents
- Shall be delivered in 4 methods, described below, dependent on the circumstances of the situation
- Shall include search and rescue on water surface
- Does not include recovery beyond depth of dive with full PPE.

*Surface Water*

- Shore based methods using ropes and throw lines.
- Boat based go rescues utilizing ropes, floating stokes basket and various other tools.

*Swift Water* (rivers – water travelling in excess of 1 Knot)

- Shore based methods using ropes and throw lines.
- Boat based go rescues utilizing ropes, floating stokes basket and various other tools.

*Ice Water*

- Shore based methods using ropes and throw lines.
- Go Rescue operations based on shore or secure ice shelf when able.

b) Rope Rescue

- Service shall be provided at the Technician level in accordance with NFPA 1670, 2021 edition, Standard for Operations and Training for Technical Search and Rescue Incidents.
- Includes the use of ropes, pulleys, and other relevant specialized equipment.

It is hereby agreed by both parties that outside a Mutual Aid response:

1. The Fire Department requesting the assistance of HFD for the Fire Technical Rescue Services or apparatus listed above agrees to pay the Town of Hanover for the service provided.
2. The Fire Department requesting assistance will remain in command of the overall scene, however only HFD personnel shall command Hanover firefighters.
3. The Fire Department requesting assistance will provide directions to the site through HFD by means of radio contact or dispatch relay.
4. HFD will perform the task requested and provide the necessary equipment and personnel to do so.

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**SCHEDULE "C" – BRIDGES, CULVERTS AND LIMITED ACCESS ROADS**

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This is Schedule "C" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Township of Southgate.

Information will be provided upon dispatch to the location by Southgate to assist with approach to the emergency.

## **SCHEDULE "D" – FEES**

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This is Schedule "D" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Township of Southgate.

### **FEE FOR SERVICE**

The fee for service will be the Ontario Ministry of Transportation rate per vehicle, per hour for each full or part hour thereof when called upon for the coverage area shown in "Schedule A" of the Fire Service Agreement. The fee for service will be invoiced by the Hanover and will be payable upon receipt by Southgate.

The hourly rate will be based on time of first page until HFD has acknowledged to the dispatch that HFD is back in service.

## **SCHEDULE "E" – THE CROSSING OF BOUNDARIES**

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This is Schedule "E" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Township of Southgate.

### **Crossing Jurisdictional Boundaries on Emergency Response**

1. It is agreed that should HFD be called to Southgate, that a crossing of jurisdictional boundaries is both approved and agreed upon for the purpose of completion of the Fire Technical Rescue Services.