

**THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE**

**BY-LAW NO. 58 - 2016**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
A FIRE PROTECTION AGREEMENT WITH  
THE MUNICIPALITY OF BROCKTON  
(Automatic Aid Agreement – Paisley & District Fire Department)**

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may enter into an automatic aid agreement with another municipality to provide and/or receive fire protection services; and

WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Municipality of Arran-Elderslie known as the Paisley and District Fire Department;

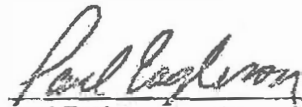
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

1. THAT this Council does hereby authorize the Mayor and Clerk-Administrator to execute the Agreement, in the form annexed hereto as Schedule "A" (the Paisley and District Fire Department Automatic Aid Agreement), with the Corporation of the Municipality of Brockton to provide fire protection services within the boundaries as set out in the agreement.
2. THAT Schedule "A", the Paisley and District Fire Department Automatic Aid Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

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READ a FIRST and SECOND time this 11<sup>th</sup> day of October, 2016.

READ a THIRD time and finally passed this 11<sup>th</sup> day of OCTOBER, 2016.

  
Paul Eagleson, Mayor

  
Peggy Rolise, Clerk-Administrator

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
AUTOMATIC AID AGREEMENT**

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THIS AGREEMENT MADE this 11<sup>th</sup> day of October, 2016.

**BETWEEN** the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-  
ELDERSLIE, (hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON,  
(hereinafter referred to as "BROCKTON")

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

**WHEREAS** the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Municipality of Arran-Elderslie; and

**WHEREAS** the Municipality of Arran-Elderslie is prepared to make available fire protection services to the Municipality of Brockton, and the Municipality of Arran-Elderslie is agreeable and requests of the Municipality of Brockton to provide fire protection services to a defined area of the Municipality of Brockton;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of Arran-Elderslie and the Municipality of Brockton mutually agree as follows:

**DEFINITIONS:**

1. In this Agreement, unless the context otherwise requires,

- a) "Automatic Aid" means the two closest fire stations being dispatched simultaneously or as close to simultaneously as possible. Paisley and District Fire Department and Municipality of Brockton Fire Department, Walkerton Fire Station shall be dispatched simultaneously to all emergencies, as described in Schedule "C" requiring fire protection services to the area described in Schedule 'A'.
- b) "Chief Fire Official" means the Municipality of Brockton Fire Chief or designate;
- c) "Designate" means a person who, in the absence of the Fire Chief or Chief Fire Official, has the same powers and authority as the Fire Chief or Chief Fire Official.
- d) "Fire Chief" means the Chief of the Paisley and District Fire Department.
- e) "Fire Department" means the Paisley and District Fire Department.
- f) "Fire Protection Area" means the area of the Municipality of Brockton defined in Schedule 'A' attached to and forming part of this Agreement.

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AUTOMATIC AID AGREEMENT**

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- g) *"Fire Protection Services"* means and includes the 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 the delivery of all those services".
  - h) *"Sufficient Resources"* means staffing and equipment to provide a response that meets the most current Ontario Fire Marshal's Public Fire Safety Guidelines for the particular emergency type.
  - i) *"Schedule A"* is the description of the Fire Protection Area.
  - j) *"Schedule B"* means the amount and manner by which payment will be made to Arran-Elderslie for provision of fire protection services.
  - k) *"Schedule C"* is the description of fire protection services that will be provided, and under what circumstances an automatic aid response will be activated.
  - l) *"Schedule D"* is the description of the tiered response criteria Paisley and District Fire Department will respond to in the fire protection area, and is part of the provision of fire protection services.
- 2. The Municipality of Arran-Elderslie will supply *fire protection services*, with sufficient resources to all the properties and residents situated within the geographical areas as shown in *Schedule "A"*.
  - 3. The Municipality of Arran-Elderslie shall provide the Municipality of Brockton with written proof of current liability insurance and Workplace Safety Insurance Board coverage for so long as this agreement remains in effect.
  - 4. This agreement is intended to provide vital fire protection services which will ultimately improve the level of public safety for the residents of the *fire protection areas* shown in *Schedule "A"*.
  - 5. This agreement is intended to be used on a day to day basis in order to meet the following objectives:
    - a) Ensuring that the nearest available fire station immediately responds to an emergency, irrespective of existing municipal boundaries.
    - b) Ensuring an adequate fire attack team (which may be made up of personnel and equipment from two (2) or more fire departments).
    - c) Ensuring the provision of equipment and personnel, particularly to the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.
  - 6. The Municipality of Arran-Elderslie will supply *fire protection services* as detailed in *Schedule "C"*. *Schedule "C"* will also detail the specific criteria when an *automatic aid* response will be dispatched for properties noted in *Schedule "A"*. The *automatic aid* response will consist of the Paisley and District Fire Department as the primary responder, followed by the Municipality of Brockton, Walkerton Fire Station as the secondary responder, with further assistance provided as detailed in *Schedule "C"* by the Municipality of Brockton, Walkerton Fire Station. The *Fire Chief or designate* will have the discretion to cancel the Municipality of Brockton response at any time if the *Fire Chief or designate* thinks he/she has *sufficient resources* to provide a response that meets the Ontario Fire Marshal's Public Fire Safety Guidelines for that particular

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
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emergency.

7.

- a) The fire apparatus and personnel of the Fire Department will respond to incidents in the *Fire Protection Area* in a like manner as if the response were in the Municipality of Arran-Elderslie.
- b) Should the *Fire Chief or designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *fire protection area*, such assistance may be summoned following the Bruce County Mutual Fire Aid Plan and Program.

8.

- a) The *Fire Chief or designate* may refuse to supply responses if response personnel, apparatus and /or equipment are required in the Municipality of Arran-Elderslie or elsewhere, under the provisions of the Bruce County Mutual Fire Aid Plan and Program
  - b) The *Fire Chief or designate* may order the return of such personnel, apparatus and /or equipment that is responding to or is at the scene of an incident in the *Fire Protection Area*. In such cases the *Fire Chief or designate* may summon assistance in accordance with Section 7. b).
9. The Municipality of Brockton shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the *Fire Protection Area*, of procedures for reporting an emergency and of the services provided by the *fire department*.
10. The *Fire Chief or designate* shall have full authority and control over his/her staff while operating within the *fire protection area*.
11. The *Chief Fire Official* will remain responsible for *Fire Protection Services* at all times within the Municipality of Brockton boundaries.
12. The *Fire Chief or designate* shall provide a report to the *Chief Fire Official* detailing the *Fire Department* responses as they occur in the *Fire Protection Area*. This shall detail call hours and call types. As well as statistics, any abnormal occurrences or fire safety issues shall be noted.
13. Arran-Elderslie agrees to provide a minimum five (5) capital forecast plan in writing to the Municipality of Brockton on a yearly basis, on or before the 15<sup>th</sup> day of December of each year, detailing planned capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*.
14. Arran-Elderslie agrees to fund all future capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*, using resources provided and contained within the annual flat rate sum as specified within this agreement. At no time in the future, so long as this agreement remains in force, shall Arran-Elderslie request additional funds to purchase capital items to provide *Fire Protection Services* in the *Fire Protection Area*.
15. The Municipality of Brockton agrees to reimburse to the Municipality of Arran-Elderslie, payment in the manner and amounts established in *Schedule "B"* for *automatic aid services* to the *Fire Protection Area*.

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- 16.
- a) This Agreement shall remain in force for a period of five (5) years or until either party provides written notice of termination at least one hundred and eighty (180) days prior to the desired date of termination.
  - b) If neither party provides written notice of termination as described in 16. a), the contract shall automatically renewed from year to year and shall continue to do so until such time as either party invokes 16. a)
  - c) The terms of this agreement shall include an annual increase to the base contract price as described in *Schedule "B" for automatic aid services* to the *Fire Protection Area* equal to Consumer Price Index (CPI) per year.
  - d) The Municipality of Brockton shall receive all funds recovered for services provided by the *Fire Department* in the *Fire Protection Area*.
  - e) 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 written notice of the proposed amendment(s).
- 17.
- a) So often as there may be any dispute between the parties to this Agreement, or any of them with respect to any matter contained in 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, R.S.O. 1990 c. M.78, as amended*, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
  - b) If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act, R.S.O. 1990 c. M.78, as amended*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, S.O. 1991 c. 17, amended*, or pursuant to any successor legislation.
18. No liability shall attach or accrue to the Municipality of Arran-Elderslie by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *Fire Department* while engaged in the provision of *Fire Protection Services* in the *Fire Protection Area*.
19. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal 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.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per:   
Paul Eagleson, MAYOR

Per:   
Peggy Rouse, CLERK

We have the authority to bind the Corporation.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
AUTOMATIC AID AGREEMENT**

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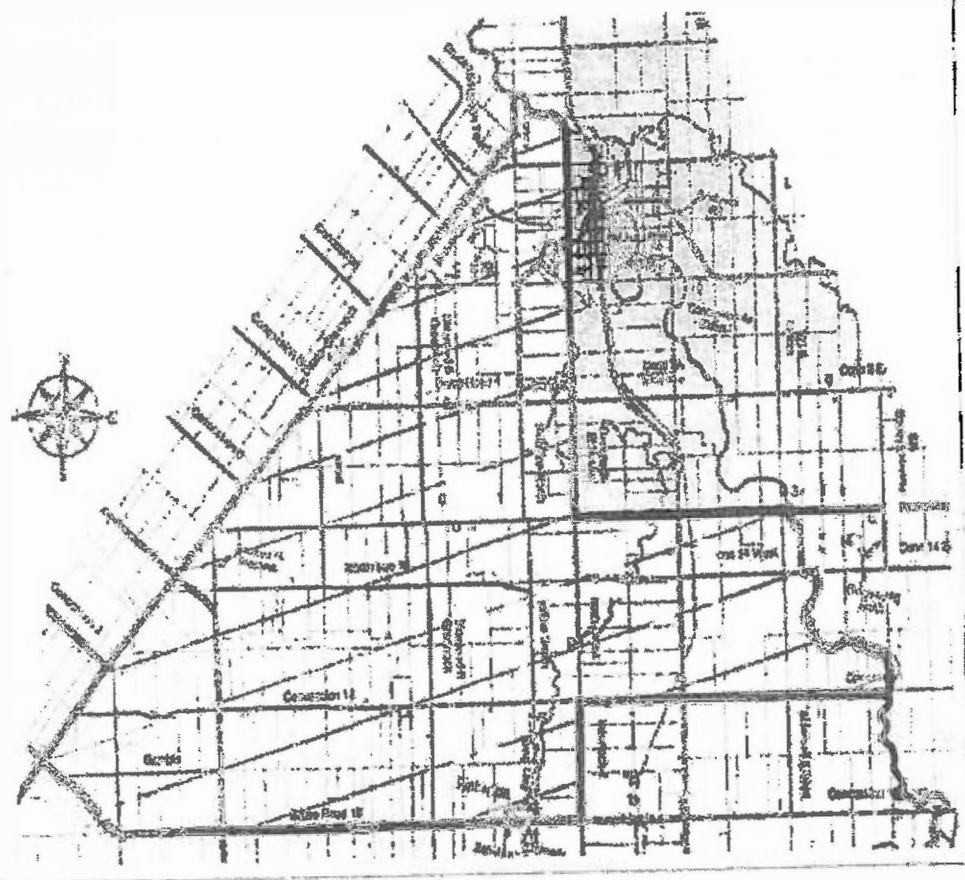
FOR THE COPORATION OF THE MUNICIPALITY OF BROCKTON

Per: *David Inglis*  
David Inglis, MAYOR

Per: *Debra Roth*  
Debra Roth, CAO-CLERK

We have the authority to bind the Corporation.

**SCHEDULE "A" - FIRE COVERAGE AREA**



**South of the Saugeen River in the Municipality of Brockton, East of Concession A; East of the Bruce-Greenock North Townline; continuing along the east of Bruce-Greenock South Townline to Bruce County Road 1. Following south along Bruce County Road 1, east down to Bruce County Road 15. Bruce County Road 15, north; east to the Greenock-Brant Townline; West of the Greenock-Brant Townline between Bruce County Road 15 and Concession 12 Brant. North of Concession 12 Brant, between Greenock-Brant Townline and the Saugeen River. West of the Saugeen River northward to the Municipal Boundary between Arran-Elderslie/Brockton. North of the Brant-Elderslie Townline between the Saugeen River and Vesta.**



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**SCHEDULE "B" - Payment Terms**

**PAYMENT**

In consideration of the covenants and services herein provided and contained in this Automatic Aid Agreement, the Municipality of Brockton shall pay the Municipality of Arran-Elderslie for *Fire Protection Services* in the *Fire Protection Area* the flat rate sum per annum beginning the year 2016 for the term of the automatic aid agreement broken down as follows:

2016 \$ 53,139.32 plus Consumer Price Index (CPI)

2017 That the CPI rate be applied annually until such time as the agreement may be renegotiated.

The Municipality of Arran-Elderslie shall submit an invoice to the Municipality of Brockton, Attention: Fire Chief, 100 Scott Street, P.O. Box 68, Walkerton, ON N0G 2V0 for services rendered as per this automatic aid agreement on or before January 1<sup>st</sup> and July 1<sup>st</sup> for the current calendar year.

The Municipality of Brockton will compensate the Municipality of Arran-Elderslie by remuneration for this automatic aid agreement within thirty (30) days of receipt of an Invoice.

The Invoice shall include the following information:

As per the Automatic Aid Agreement between the Municipality of Arran-Elderslie and the Municipality of Brockton

AND

The Municipality of Brockton shall compensate the Municipality of Arran-Elderslie a total amount of \$ .....for the period from .....to .....

The date, time and location of each response in the *Fire Protection Area* as outlined in *Schedule "A"*;

AND

*The types of services provided for the invoice period;*

AND

Shall be signed by the Clerk and the Fire Chief.



**PAISLEY AND DISTRICT FIRE DEPARTMENT  
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**SCHEDULE "C" – FIRE PROTECTION SERVICES PROVIDED**

The Paisley and District Fire Department shall provide *Fire Protection Services* as described in this agreement. Schedule "C" shall detail the services to be provided.

**FIRE PROTECTION SERVICES**

The Paisley and District Fire Department shall provide fire suppression services for the *Fire Protection Area* including interior search and rescue.

**INCIDENT REPORTING**

A copy of fire reports for incidents within the fire coverage area shall be forwarded by the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after they occur. The *Fire Chief or designate* shall be responsible for submitting Standard Incident Reports to the Ontario Fire Marshal in a timely fashion as required on the behalf of the Municipality of Brockton.

**PROVISION OF INFORMATION FOR COST RECOVERY PURPOSES**

The *Fire Chief or designate* shall within seven (7) days provide to the Municipality of Brockton all relevant information needed to prepare invoices to recover costs from users of *Fire Protection Services* as provided for in the most current Municipality of Brockton Fee By-law. All costs recovered for the *Fire Protection Services* within the *Fire Protection Area* shall remain with the Municipality of Brockton Fire Department.

**AUTOMATIC AID RESPONSES**

- a) All fires – any structure type; but not motor vehicle fires
- b) All emergency calls reporting "smoke showing or visible"
- c) All "multiple caller" emergency calls reporting smoke or fire
- d) All chimney fires
- e) All high angle rescues (rescue from height requiring ropes, harnesses and shall include wind turbine emergencies)
- f) All slope rescues (emergencies requiring ropes, harnesses including ditches, embankments, etc.)
- g) All confined space rescues (grain bins, silos, manure pits, culverts, piping, manholes, etc.)
- h) All ice/water rescues (emergencies involving any water situation or ice example: Ponds, lakes, streams, etc.)

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. Responses a) to d) above will include a response from Walkerton Fire Station (pumper, rescue and tanker). The *Fire Chief or designate* may at his/her discretion downgrade or cancel the Municipality of Brockton Fire Department response via direct radio communications once on scene and able to provide a scene assessment if the Municipality of Brockton resources are not required to mitigate the emergency.

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. Responses e) to h) above will include a response from Walkerton Fire Station (pumper and rescues).

**AMBULANCE ASSIST – MEDICAL TIERED RESPONSE**

Paisley and District Fire Department shall provide a similar level of emergency medical response as is provided within the Municipality of Brockton by the Municipality of Brockton Fire Department. Every attempt will be made to maintain a uniform level of service municipality wide. The level of service shall be determined by parameters

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contained within this agreement. See *Schedule "D"*.

**FIRE PREVENTATION, INSPECTION AND PUBLIC EDUCATION**

- a) All complaint, request and routine fire inspections shall be conducted by the Municipality of Brockton Fire Department in the *Fire Coverage Area*. The *Fire Chief or designate* shall be informed of any inspections and copies of the inspection reports and associated documentation shall be forwarded to the *Fire Chief or designate* for his/her records. All requests for inspections to the *Fire Chief or designate* shall be forwarded as soon as possible to the *Chief Fire Official or designate*.
- b) The Municipality of Brockton open air By-law, fireworks By-law and sign By-law shall be the By-laws of reference for all open air burning/fireworks/civic address enquiries and /or complaints in the *Fire Coverage Area*.
- c) The *Fire Chief or designate* shall have access to the contacts for the Municipality of Brockton By-law Enforcement Officer as required to enforce applicable By-laws. The *Fire Chief or designate* shall forward all associated documentation involving the request of the By-law Enforcement Officer to the *Chief Fire Official or designate* as soon as possible for his/her records.
- d) Open air burning fire permits shall be issued and enforced by the Municipality of Brockton Fire Department. An updated master list of all permits issued for the year for the *Fire Coverage Area* shall be forwarded the *Fire Chief or designate* and fire dispatch daily or as required.
- e) The Municipality of Brockton smoke and Co alarm program and policy shall be used in the *Fire Protection Area*. Smoke and Co alarms shall be provided by the Paisley and District Fire Department for installation as required by the most current Ontario Fire Code with smoke alarms of equal quality and value provided by the Municipality of Brockton Fire Department as reimbursement directly back to the Paisley and District Fire Department as needed.
- f) The *Fire Chief or designate* shall notify the *Chief Fire Official or designate* should he/she conduct smoke alarm checks or install smoke alarms in the *Fire Protection Area*. All documentation from the *Fire Chief or designate* shall be forwarded to the *Chief Fire Official or designate* as soon as possible for his/her records.
- g) As a courtesy, the *Fire Chief or designate* shall be notified of any smoke alarm checks or installations in the *Fire Protection Area* by the *Chief Fire Official or designate*. The *Fire Chief or designate* may accompany Municipality of Brockton Fire Department staff on these checks.
- h) Public education shall be the responsibility of the Municipality of Brockton Fire Department. As a courtesy, the *Fire Chief or designate* shall be notified of these occurrences, before they take place if possible. The *Fire Chief or designate* may accompany Municipality of Brockton Fire Department staff to these occurrences. Should the *Fire Chief or designate* choose to provide public education all documentations shall be forwarded to the *Chief Fire Official or designate* for his/her records.
- i) Fire Case Determination in the *Fire Protection Area* shall be the responsibility of the *Fire Chief or designate*. A copy of the fire investigation reports within the *Fire Coverage Area* shall be forwarded the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after the incident.
- j) The *Chief Fire Official or designate* will assist with fire investigations as requested by the *Fire Chief or designate*.

**FIRE PROTECTION SERVICES REVIEW**

The *Fire Chief or designate* and the *Chief Fire Official or designate* shall agree to meet at a mutually convenient time annually as a minimum to discuss and review the level of *Fire Protection Services* and performance provided within the *Fire Protection Area*. Changes or suggestions for improvement shall be recommended to the respective Councils for action to update the *Automatic Aid Agreement* as needed. Special meetings to discuss routine business may be called by either the *Fire Chief or designate* or *Chief*

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
AUTOMATIC AID AGREEMENT**

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*Fire Official or designate as required.*

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
AUTOMATIC AID AGREEMENT**

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**SCHEDULE "D" - Paisley and District Fire Department  
Tiered Response Criteria**

**Fire Tiered Response Summary of Services for the *Fire Protection Area***

**Paisley and District Fire Department**

Airway/breathing compromise  
Not breathing  
Choking  
Severe Respiratory Distress  
Unconscious  
VSA/Cardiac Arrest  
Burns – Electrocutation  
Burns – Inhalation  
Chest Pain – Heart problems  
Electrocutation  
Environmental Exposure – Heat  
Environmental Exposure – Cold  
Evacuation  
Falls  
Inhalation  
MVC – enclosed seating  
MVC – exposed seating  
MVC – person struck  
MVC – unknown details  
Overdose  
Stroke/CVA  
Notify Fire while EMS crew en-route to scene  
Farm Accidents  
Industrial Accidents

**THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE**

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**BY-LAW NO. 12 - 2013**

**BEING A BY-LAW TO AMEND BY-LAW NO. 31-00**

**(Being a By-law to Enter into a Joint Fire Protection Agreement, To Establish  
and regulate a Fire Department and to Provide for Mutual Aid)**

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants to municipalities 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 By-law No. 31-00 was passed by Council of the Municipality of Arran-Elderslie on the 18<sup>th</sup> day of September, 2000 being a by-law to enter into a Joint Fire Protection Agreement, to establish and regulate a fire department and to provide for mutual aid between the Municipality of Arran-Elderslie and the Township of Chatsworth; and

WHEREAS Council of the Corporation of the Municipality of Arran-Elderslie deems it expedient to amend this Agreement with the Township of Chatsworth to provide for the joint management of a fire department, to establish a joint board of management to be known as the "Chesley & Area Fire Department Joint Board of Management; and to establish and regulate a fire department to be known as the "Chesley & Area Fire Department;

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF ARRAN-ELDERSLIE, HEREBY ENACTS AS FOLLOWS:**

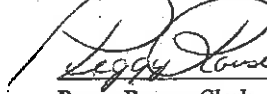
1. THAT this Council does hereby authorize the Mayor and Clerk to execute the Joint Fire Agreement between the Corporation of the Municipality of Arran-Elderslie and the Corporation of the Township of Chatsworth (Schedule "A" to By-law No. 12-2013), attached hereto as Schedule "A".
2. THAT Schedule "A" to By-law No. 31-00 be rescinded and Schedule "A", attached hereto be inserted to replace Schedule "A" to By-law No. 31-00.
3. THAT Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality be rescinded and Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality, attached hereto be inserted to replace Schedule "A" to the Joint Fire Agreement – Appointment of Designated Municipality to By-law No. 31-00.
4. THAT Schedule "D" to the Joint Fire Agreement – Chatsworth Map be rescinded and Schedule "D" to the Joint Fire Agreement, attached hereto be inserted to replace Schedule "D" to the Joint Fire Agreement – Chatsworth Map to By-law No. 31.00.
5. THAT Schedule "E" to the Joint Fire Agreement – Communications/Dispatch Agreement, attached to Schedule "A" of By-law No. 31-00 is hereby rescinded.
6. THAT Schedule "A", "D" forms part of this by-law.
3. THAT this by-law shall come into force and take effect upon receiving final passing hereof.

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READ a FIRST and SECOND time this 11<sup>th</sup> day of March, 2013.

READ a THIRD time and finally passed this 11<sup>th</sup> day of MARCH, 2013.

  
Paul Eagleson, Mayor

  
Peggy Rouse, Clerk

**SCHEDULE "A" TO BY-LAW**

**NO. 12 - 2013**

**JOINT FIRE AGREEMENT**

THIS AGREEMENT MADE this 11<sup>th</sup> day of MARCH, 2013.

BETWEEN the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE,  
(hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH,  
(hereinafter referred to as "CHATSWORTH")

WHEREAS the Parties hereto have passed their respective by-laws to provide for the joint management of a fire department, to establish a joint board of management to be known as the "Chesley & Area Fire Department Joint Board of Management", and to establish and regulate a fire department to be known as the "Chesley & Area Fire Department";

NOW THEREFORE the Parties hereto agree as follows:

**DEFINITIONS:**

1. a) CHESLEY & AREA FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT, hereinafter referred to as the "BOARD", shall be composed of:  
  
three (3) elected members from Arran-Elderslie Council  
  
two (2) elected member from Chatsworth Council  
  
and that if a member is absent, an alternate may be appointed as an acting member, for all purposes, for that meeting
- b) CHESLEY & AREA FIRE DEPARTMENT means the fire-fighting and fire protection service available at all times for the areas defined in this Agreement, hereinafter referred to as the "DEPARTMENT" and shall be under the general control, supervision and direction of the Board
- c) FIRE CHIEF means the person appointed by the Board, who is the head of the Department's personnel, and shall be subject to the direction, control and supervision of the Board, hereinafter referred to as the "CHIEF"
- d) DEPUTY FIRE CHIEF means the person appointed by the Board, who is second in command of the Department's personnel, and shall be subject to the direction, control and supervision of the Board, hereinafter referred to as the "DEPUTY"
- e) DESIGNATED MUNICIPALITY means the Party appointed to provide administrative services for the Board, subject to acceptance by the Party so appointed, in return for the annual fee as set out in Schedule "A", attached hereto and forming a part of this agreement, as amended from time to time by resolution of the Board upon notice by the Designated Municipality of a change in fee
- f) WATER TANK TRUCK means the vehicle owned, and used, by Arran-Elderslie and Chatsworth, hereinafter referred to as the "TANKER"
- g) FIRE HYDRANT means the apparatus supplied by Arran-Elderslie Water Department for an annual fee, charged to Arran-Elderslie, separately from any other water rate the Arran-Elderslie Water Department may impose for the use of its system

**RESPONSIBILITIES OF THE BOARD:**

2. That the Board shall be responsible for the following:
  - a) to annually elect a Chair from among its members who shall have authority to call meetings;
  - b) to appoint, by by-law, a Chief as in Schedule "B" attached hereto and forming a part of this agreement;
  - c) to appoint, by by-law, a Deputy as in Schedule "B" attached hereto and forming a part of this agreement;
  - d) Arran-Elderslie will provide, a Secretary-Treasurer;



- e) to prepare annual operating expense budgets, annual capital expense budgets and five (5) year capital proposals for presentation to the Councils of the parties hereto no later than March 31" of each year;
- f) for preparation of legislative by-laws governing the rules, regulations and administrative duties of both the Department and the Board for presentation to the Parties hereto for consideration;
- g) for formulating policies, rules and regulations for and relating to the administration of the Department and the Board, as required;
- h) to hold meetings, as required, each year as deemed to be necessary by the Chair, or, at the request of the Chief, or a majority of the members of the Board;
- i) the Board shall be responsible for the provision of fire protection services to the areas described in the schedules attached hereto and forming a part of this agreement, as follows:
  - i) Schedule "C" — part of Arran-Elderslie
  - ii) Schedule "D" — part of Chatsworth
- j) to ensure that the Chief, or his designate, is in attendance at all meetings;
- k) to authorize the Chief to purchase necessary equipment and supplies to keep equipment and apparatus in proper operating condition;
- l) to ensure that all business of the Board is done by written motion;

#### EXPENDITURES

- 3. That the annual total budgeted cost of the Department shall include all debt service charges, contingencies, grants, honoraria and all other normal costs associated with the operation of the said Department.
- 4. That all maintenance and capital costs associated with the Tanker shall be the responsibility of Arran-Elderslie and Chatsworth based on their percentage share of combined current value assessment of the area defined in Clause 2 i).
- 5. That Arran-Elderslie is responsible for fire hydrant rentals as set from time to time by the Arran-Elderslie Water Department.
- 6. That, notwithstanding Clauses 4. and 5., the Chief is authorized to use the Tanker, or the fire hydrants, as s/he deems necessary during an emergency.
- 7. That the Parties hereto agree that all capital and operating costs, will be based on each Party's percentage share of the total current value assessment as provided annually by the Municipal Property Assessment Commission for taxation, contained in the areas covered by this agreement as defined in Clause 2. i).
- 8. That the Parties hereto agree that all assets are jointly owned by both Parties proportionately determined by Schedule "F" attached hereto and forming a part of this agreement.
- 9. That Chatsworth will be responsible for the cost of dispatch by the Owen Sound Police Service Board for all properties within the boundaries of Chatsworth. (estimate \$ 2,500)

#### FINANCING

- 10. The Parties hereto agree to finance the operations of the Department by Arran-Elderslie billing Chatsworth the follows:
  - a) by March 31: 25 percent of the current years budget
  - b) by June 31: 25 percent of the current years budget
  - c) by September 30: 25 percent of the current years budget
  - d) by December 31: 15 percent of the current years budget
  - e) any remaining balance shall be reconciled with year end
  - f) or Annually at Arran Elderslie's discretion
- 11. The Parties hereto agree that failure to pay the bill as outlined in Clause 10., shall result in finance charges, based on local bank rates, being levied against the Party, on the outstanding amount, and shall be added to the Party's billing for that quarter.
- 12. The Parties hereto agree that operating and capital costs shall be reconciled quarterly by Arran-Elderslie and, if a balance remains payable over and above the budgeted amount previously forwarded, the balance is payable within thirty (30) days of the date of the invoice. If the balance remaining is a credit, it shall be applied to the next quarter.

13. The Parties hereto agree that the late payment charges in effect in Arran-Elderslie shall apply to payments received after thirty (30) days and shall be added to the next quarterly billing.
14. The Parties hereto agree to forward to Arran-Elderslie, by January 31st in any year, their total current value assessment, as provided by the Municipal Property Assessment Commission for taxation, in order to allow Arran-Elderslie to calculate the Parties' shares as required by Clause 7.
15. a) The Parties hereto agree to indemnify and save harmless the members serving on the Department from all actions, causes of action, damages and claims arising out of the performance or non-performance of the services they provide, except in the case of willful neglect of duty, or intentional damages caused by such individuals.
- b) The Parties hereto shall further not be responsible for personal injury or any consequences or damages arising as a result of personal injury occasioned by any individual serving on the Department, and all such members shall be notified that their services do include the chance of personal injury, and that they accept the risks associated with their being injured while on duty with the Department.
16. The Parties shall pass all necessary authorizing by-laws required to implement the authorities and operation of the Department.
17. This agreement shall be for a period of one year and shall remain in effect until a new agreement is made.
18. Notwithstanding Clause 16, the terms of this agreement may be renegotiated and amended from time to time, as the Parties may agree.
19. In the event a municipality wishes to cease participating in the Board, it may do so provided that:
  - a) One (1) year written notice is given to the other Party. Said notice shall terminate that Party's Agreement as of the thirty-first (31st) day of December in the year following that in which notice was given.
  - b) The Party giving notice shall be granted 75% of its share of the depreciated value of the jointly owned assets at the time of termination. It is understood that the Party's share is to be calculated according to the formula defined in Clause 7.
20. The Parties hereto agree that if any term hereby is invalid or unenforceable, by reason of any law in force in the Province of Ontario, such term may be severed and the remainder of this agreement shall remain in full force and effect.
21. The Parties hereto agree, irrevocably, to attorn to the Courts, and the Province of Ontario, and agree that any dispute between them shall be litigated in the Province of Ontario, and, in any event, all rights between them shall be construed in accordance with the law in the Province of Ontario in effect at the material time.
22. The Parties hereto agree that this Agreement shall take effect on the 1<sup>st</sup> day of January, 2013.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per:   
Paul Edgerton, MAYOR

Per:   
Peggy Rouse, CLERK

We have the authority to bind the Corporation.

FOR THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH

Per:   
Bob Pringle, MAYOR

Per:   
Will Moore, CLERK

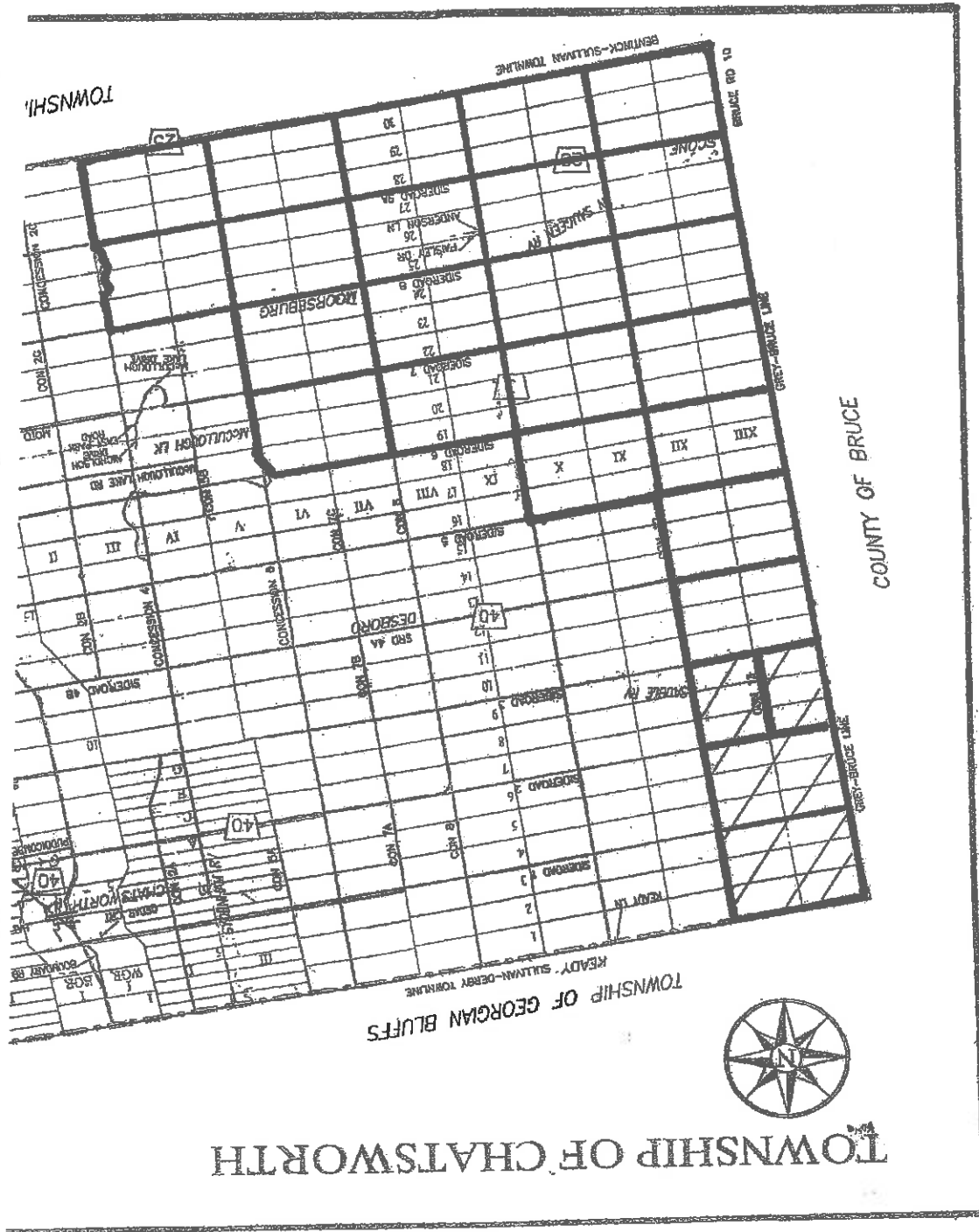
We have the authority to bind the Corporation.

# **SCHEDULE "A" to the JOINT FIRE AGREEMENT APPOINTMENT OF DESIGNATED MUNICIPALITY**

## **1. Services to be provided by Arran-Elderslie as at January 1, 2013**

<u>A. Payroll:</u>	<u>ANNUAL CHARGE</u>
1. Setup, and maintain, special 'fire pay' requirements not necessary for other employees	60.00
2. Setup and maintain 20 firefighters on system	60.00
3. Annual fire pays – labour	150.00
- stationary	20.00
4. Firefighter expense pays between regular	50.00
5. Annual preparation of T-4's	100.00
6. Reconciliation of T-4's to General Ledger	100.00
<u>B. Accounts Payable:</u>	
1. Receive invoices, obtain signatures, and allocate invoices, Setup on system, produce council list for council approval	360.00
2. Produce cheques and supply stationery and postage	100.00
<u>C. Quarterly Billings:</u>	
1. Receive assessments from participating municipalities and calculate shares	
2. Produce summary of expenses for quarter and reconcile to General Ledger	
3. Invoice participating municipalities	
Total	240.00
No charge will be assessed if annual billing occurs	
<u>D. Annual Reporting:</u>	
1. Setup all accounts payable at December 31st	
2. Reconcile quarterly billings to General Ledger summary at December 31st and forward to participating municipalities for their audits.	
3. Provide all summaries, reconciliations and copies for audit.	
Total	225.00
<u>E. Budgeting:</u>	
1. Provision of budget reports for Board using Arran-Elderslie's computer system at no extra charge.	
<u>F. Miscellaneous:</u>	
1. Phone calls for accounts payable, receiving parcels, receiving/sorting mail, photocopying, faxing, receiving/relaying messages, carrying charges for participating municipalities, forwarding Board minutes to members, etc., etc.	
	<u>35.00</u>
Total	\$1,500.00

Any additional service(s) required shall be at the current hourly rate, plus overhead charges, of the staff member performing the service.





## **Amendment/Extension Tripartite Tiered Emergency Response Agreement**

This Amending Agreement is made this 3<sup>rd</sup> day of April, 2023, in duplicate between:

**The Corporation of the County of Grey**  
(referred to in this Agreement as "the County"),

-And-

**The Corporation of the Municipality of Arran-Elderslie**  
(referred to in this Agreement as "Municipality 1")

-And-

**The Corporation of the Township of Chatsworth**  
(referred to in this Agreement as "Municipality 2")

Whereas the County, Municipality 1 and Municipality 2 entered into a tripartite tiered emergency response agreement effective April 5, 2018 and expiring April 4, 2023 (the 'Principal Agreement');

And Whereas the County, Municipality 1 and Municipality 2 have agreed to enter into an amending agreement to the Principal Agreement;

Now Therefore In consideration of the mutual covenants and agreements below and other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the County, Municipality 1 and Municipality 2 agree as follows:

### **1.0 General**

- 1.1 All parties agree that this Agreement extends the Principal Agreement which remains in force and effect.
- 1.2 All parties agree that they are in favour of this extension subject to the required amendments.

### **2.0 Amendments**

- 2.1 Add clause 20.0 General as follows:  
"20.0 General  
20.1 the terms defined in the recitals shall have the same meaning as if repeated here at length."
- 2.2 Remove clause 2.1 of the Principal Agreement.
- 2.3 Add clause 2.1 of the Principal Agreement as follows: "This agreement shall be effective on the date that it is signed by all parties and shall continue until June 30, 2028 (the "Term"), unless it is otherwise terminated as per section 10 of this Agreement."

### **3.0 Remaining Terms**

- 3.1 All remaining terms of the Principal Agreement remain unchanged and in full force for the full term unless changed by written amendment.

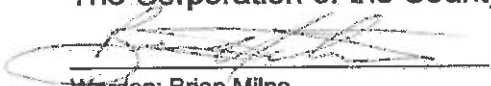
### **4.0 Counterparts**

- 4.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or

electronically will also deliver the original counterpart to the other parties, but failure to do so does not invalidate this Agreement.

The County, Municipality 1, and Municipality 2, intending to be legally bound, have executed this Amending Agreement on the date first written above.

**The Corporation of the County of Grey**

  
Warden: Brian Milne

June 22/23  
Date

  
Clerk: Tara Warder

June 22, 2023  
Date

We have the authority to bind the County.

**The Corporation of the Municipality of Arran-Elderslie**

  
Mayor: Steve Hammell

May 26, 2023  
Date

  
Clerk: Christine Fraser-McDonald

May 26, 2023  
Date

We have the authority to bind Municipality 1

  
Fire Chief: Steve Tiernan

May 26, 2023  
Date

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties.

**The Corporation of the Township of Chatsworth**

  
Mayor: Scott Mackey

June 8/23  
Date

  
Clerk: Patty Sinnamon

June 8/23  
Date

We have the authority to bind Municipality 2

  
Fire Chief: Mike Givens

09/06/23  
Date

I have signed in acknowledgement of the terms and conditions agreed to herein by the Parties.



## **MUNICIPAL FIRE PROTECTION AGREEMENT**

### **BETWEEN:**

**THE CORPORATION OF THE TOWN OF HANOVER**

(called "Hanover")

and

**THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE**

(called "Arran-Elderslie")

**WHEREAS** Bylaws have been duly enacted by corporate parties pursuant to the provisions of the Municipal Act, 2001, S.O. 2001, c25, to authorize an agreement between the parties;

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

**AND WHEREAS** the Town of Hanover operates technical rescue services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Town of Hanover;

**AND WHEREAS** Municipality of Arran-Elderslie wishes to contract with the Town of Hanover for the purposes of receiving fire technical rescue services and assets within specified areas of the Municipality of Arran-Elderslie from Hanover;

**NOW THEREFORE**, in consideration of the mutual covenants and representations contained in this Agreement, The Town of Hanover and the Municipality of Arran-Elderslie agree as follows:

### **1. DEFINITIONS AND SCHEDULES**

#### **1.1. In this Agreement,**

- 1.1.1. "Fire Area"** means the fire area(s) of the Municipality of Arran-Elderslie as described in Schedule A hereto;
- 1.1.2. "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;
- 1.1.3. "Arran-Elderslie"** means the Municipality of Arran-Elderslie;
- 1.1.4. "Hanover"** means the Town of Hanover;
- 1.1.5. "Fire Technical Rescue Services"** means those fire technical rescue services, and those other services that Hanover agrees to provide to Arran-Elderslie, as more particularly described in Schedule B hereto.

#### **1.2. The following schedules are attached hereto and form part of this Agreement:**

- 1.2.1. Schedule A – Fire Area of Arran-Elderslie**
- 1.2.2. Schedule B – Hanover Fire Technical Rescue Services**
- 1.2.3. Schedule C – Arran-Elderslie Bridges, Culverts and Limited Access Roads**
- 1.2.4. Schedule D – Fees for Service**
- 1.2.5. Schedule E – Crossing of Boundaries**

### **2. TERM**

- 2.1. This Agreement shall come into effect December 1, 2020 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 Services as specifically described in Schedule B to Arran-Elderslie in the Fire Area specifically described in Schedule A.
- 3.2. Upon receiving a request from the Dispatch Provider, the Hanover Fire Chief, or designate, will respond to the request for Technical Rescue Services in Arran-Elderslie with, in the opinion of the Hanover Fire Chief, or designate, the appropriate apparatus, equipment and personnel required to accomplish the specific Technical Rescue Services requested.
- 3.3. Notwithstanding section 3.2 above, the Hanover Fire Chief, or designate, 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 Fire Chief, or designate, 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 Arran-Elderslie no later than the 10th day of each month, all occurrences in the Fire Area that the Fire Department 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 Arran-Elderslie Fire Chief on issues relating to fire technical rescue service in the Fire Area on a regular basis.

### **4. ARRAN-ELDERSLIE RESPONSIBILITIES**

- 4.1. Arran-Elderslie agrees the Arran-Elderslie 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. Without limiting the generality of 4.1 above, the designated person for Arran-Elderslie will provide the Hanover Fire Chief with the Fire Safety Plan required pursuant to Subsection 2.8 of the Ontario Fire Code for any building within the Fire Area which may require technical rescue services as part of the preplan activity.
- 4.3. Arran-Elderslie 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.
- 4.4. Arran-Elderslie 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 Hanover Fire Department while Hanover Fire Department is enroute. Any bridges, culverts or roads so identified will either limit or exclude 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 Technical Rescue Services provided by Hanover to Arran-Elderslie, Arran-Elderslie 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 Arran-Elderslie, or to any officers, employees, agents, residents, occupants or visitors of Arran-Elderslie or the Fire Area, or for any damage to or loss of property of Arran-Elderslie, or of any officers, employees, agents, residents, occupants or visitors of Arran-Elderslie or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Technical Rescue Services on any occasion to Arran-Elderslie or for any decision made by the Hanover Fire Chief pursuant to section 3.3 of this Agreement.

- 6.2. Arran-Elderslie 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. Should any apparatus or equipment be damaged while travelling to, or during, any rescue efforts, Arran-Elderslie shall repair or replace the apparatus or equipment at their expense or pay the general insurance deductible in repairing or replacing the apparatus or equipment in accordance with the Town of Hanover's insurance policies, subject to Clause 6.5. Arran-Elderslie shall not be responsible in the event the apparatus or equipment breaks down due to an uninsurable peril while travelling to, or during, any rescue efforts.
- 6.5. Sections 6.4 does not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Hanover while acting within the scope of his or her employment.

## **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 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.

Agents 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 Act, when performing the Fire Services described herein, then Hanover or Arran-Elderslie, 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 rules, directions and requirements as the other party may impose from time to time, acting reasonably.

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

- 8.1. Hanover agrees to provide sufficient insurance coverage for providing Fire Technical Rescue Services for the Fire Area of Arran-Elderslie. Hanover, upon request, shall provide Arran-Elderslie with proof of such insurance coverage.
- 8.2. Hanover shall provide to Arran-Elderslie, 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.

## **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 Fire Chief and the person designated by Arran-Elderslie pursuant to section 4.1, 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 Arran-Elderslie each agree to appoint one or more members to work with the 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. If, pursuant to Section 5 of this Agreement, Arran-Elderslie has paid Hanover in advance for the provision of Fire Technical Rescue Services performed to date as of the termination date.

## 11. GENERAL

- 11.1. Hanover and Arran-Elderslie 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 notices, communications or other information shall be sufficiently given if delivered or sent by mail, (preferred) or email and addressed or sent as specified below:
- If to Hanover: The Corporation of the Town of Hanover, 341 10<sup>th</sup> Street, Hanover Ontario N4N 1P5 or email [btocheri@hanover.ca](mailto:btocheri@hanover.ca)
- If to Arran-Elderslie : The Municipality of Arran-Elderslie, 1925 Bruce Rd 10 Chesley, Ontario, N0G 1L0 or email [cao@arran-elderslie.ca](mailto:cao@arran-elderslie.ca)
- If mail service is disrupted for any reason, notice shall be delivered or sent by facsimile or email.
- 11.3. Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- 11.3.1. The date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- 11.3.2. The third business day of the addressee after the date of mailing, if sent by mail; or
- 11.4. 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.
- 11.5. 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 fall 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.
- 11.6. 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 Arran-Elderslie, or of principal and agent or of partnership or joint venture between Hanover and Arran-Elderslie, or between the officers, employees or agents of Hanover and Arran-Elderslie.
- 11.7. Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.8. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.
- 11.9. 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.

THIS AGREEMENT has been executed by the Corporation of the Town of Hanover and by the Corporation of the Municipality of Arran-Elderslie by their duly authorized representatives on the dates noted below:

HANOVER

Vicki McDonald  
Witness

Sue Paterson  
Mayor Sue Paterson

Vicki McDonald  
Witness

Brian Tocher  
Brian Tocher CAO/Clerk

Date: Oct 14/20

ARRAN-ELDERSLIE

CE Gavin F. Dwyer  
Witness

Steve Hammell  
Mayor Steve Hammell

CE Gavin F. Dwyer  
Witness

Bill Jones  
CAO/Clerk Bill Jones

Date: SEP 28, 2020

## SCHEDULE "A" – FIRE AREA OF ARRAN-ELDERSLIE

This is Schedule "A" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie. The areas served by the Town of Hanover in the Municipality of Arran-Elderslie shall be:





## **SCHEDULE "B" – FIRE TECHNICAL RESCUE SERVICES**

This is Schedule "B" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

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

This includes:

### **a) Water Rescue**

- Shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents
- Shall be delivered in 4 methods dependant 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.

#### *Static Water*

- Shore based methods using ropes and throw lines.
- Boat based go rescues utilizing ropes, 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, 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.

#### *Surface Water*

- Boat based, using 18' Super Dux boat and motor, ropes and any equipment necessary to attempt to facilitate successful rescue.

### **b) Rope Rescue**

- Service shall be provided at the Operations level in accordance with NFPA 1670, 2017 edition, Standard for Operations and Training for Technical Search and Rescue Incidents.
- Includes the use of ropes, pulleys, and other relevant specialized equipment.
- Can include either of the following:

#### **High Angle (Based on NFPA 1670, 2017 edition)**

Rescues involving movement of persons from one stable location to another (Operations level).

The only diversion from the Operational level rescue is for a person suspended from a structure or landscape, in immediate need of rescue due to medical condition.

#### **Low Angle (steep slope)**

Used to perform remote extrication, such as vehicle accidents, where the rescue is performed on ground that has a slope below 35 degrees

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

1. The municipality requesting the assistance of the Hanover Fire Department 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 Hanover Fire Department personnel shall command Hanover firefighters.

3. The Fire Department requesting assistance will provide directions to the site through Hanover Fire Department by means of radio contact or dispatch relay.
4. The Hanover Fire Department will perform the task requested and provide the necessary equipment and personnel to do so.

#### **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 Municipality of Arran-Elderslie.

Information will be provided upon dispatch to the location by Arran-Elderslie 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 Municipality of Arran-Elderslie.

### **FEE FOR SERVICE**

The fee for service will be the provincial MTO 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 Town of Hanover and will be payable upon receipt by the Municipality of Arran-Elderslie.

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

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

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This is Schedule "F" to a Municipal Fire Protection Agreement between the Corporation of the Town of Hanover and the Corporation of the Municipality of Arran-Elderslie.

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

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

**THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE**

**BY-LAW NO. 54 - 2017**

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF  
A FIRE PROTECTION AGREEMENT WITH  
THE MUNICIPALITY OF KINCARDINE  
(Fire Protection Agreement – Paisley & District Fire Department)**

WHEREAS Section 8(1) of the Municipal Act 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS Section 9 of the Municipal Act 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

WHEREAS Section 2(5)(b) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality; and

WHEREAS the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within the Municipality of Arran-Elderslie known as the Paisley and District Fire Department;

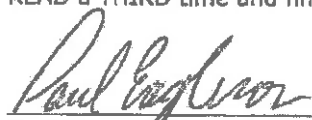
NOW THEREFORE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:

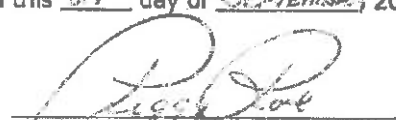
1. THAT this Council does hereby authorize the Mayor and Clerk-Administrator to execute the Agreement, in the form annexed hereto as Schedule "A" (the Paisley and District Fire Department Fire Protection Agreement), with the Corporation of the Municipality of Kincardine to provide fire protection services within the boundaries as set out in the agreement.
2. THAT Schedule "A", the Paisley and District Fire Department Fire Protection Agreement, forms part of this by-law.
3. THAT this By-law shall come into force and take effect upon receiving the final passing thereof.

\*\*\*\*\*

READ a FIRST and SECOND time this 27<sup>th</sup> day of September, 2017.

READ a THIRD time and finally passed this 27<sup>th</sup> day of SEPTEMBER, 2017.

  
Paul Eagleson, Mayor

  
Peggy Rouse, Clerk-Administrator

**THIS AGREEMENT MADE** this 6th day of September, 2017.

**BETWEEN** the following, collectively referred to as: "the PARTIES"

THE CORPORATION OF THE MUNICIPALITY OF ARRAN-  
ELDERSLIE, (hereinafter referred to as "ARRAN-ELDERSLIE")

-and-

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE,  
(hereinafter referred to as "KINCARDINE")

**WHEREAS** Section 2(5) of the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended states a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality; and

**WHEREAS** the Municipality of Arran-Elderslie operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Municipality of Arran-Elderslie; and

**WHEREAS** the Municipality of Arran-Elderslie is prepared to make available fire protection services to the Municipality of Kincardine, and the Municipality of Arran-Elderslie is agreeable and requests of the Municipality of Kincardine to provide fire protection services to a defined area of the Municipality of Kincardine;

**NOW THEREFORE**, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of Arran-Elderslie and the Municipality of Kincardine mutually agree as follows:

**DEFINITIONS:**

1. In this Agreement, unless the context otherwise requires,
  - a) "Automatic Aid" means the two closest fire stations being dispatched simultaneously or as close to simultaneously as possible
  - b) "Chief Fire Official" means the *Fire Chief* or designate for Kincardine Fire and Emergency Services;
  - c) "Designate" means a person who, in the absence of the *Fire Chief* or *Chief Fire Official*, has the same powers and authority as the *Fire Chief* or *Chief Fire Official*.
  - d) "Fire Chief" means the Chief of the Paisley and District Fire Department.
  - e) "Fire Department" means the Paisley and District Fire Department.
  - f) "Fire Protection Area" means the geographic area of Kincardine defined in Schedule 'A' attached to and forming part of this Agreement.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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- g) "*Fire Protection Services*" means and includes the activities defined in the *Fire Protection and Prevention Act*, as defined and set out in Schedule "C" hereto.
  - h) "*Sufficient Resources*" means best efforts to provide staffing and equipment to provide a response that meets the most best practice for the particular emergency type.
  - i) "*Schedule A*" is the description of the *Fire Protection Area*.
  - j) "*Schedule B*" means the amount and manner by which payment will be made to Arran-Elderslie for provision of fire protection services.
  - k) "*Schedule C*" is the description of *fire protection services* that will be provided, and under what circumstances an automatic aid response will be activated.
  - l) "*Schedule D*" is the description of the tiered response criteria Paisley and District Fire Department will respond to in the *fire protection area*, and is part of the provision of *fire protection services*.
- 2. Arran-Elderslie will use its best efforts to supply *fire protection services*, with *sufficient resources* to all the properties and residents situated within the geographical areas as shown in *Schedule "A"*.
  - 3. Arran-Elderslie shall provide annually to Kincardine, written proof of current liability insurance and Workplace Safety Insurance Board coverage for so long as this agreement remains in effect.
  - 4. This agreement is intended to provide vital *fire protection services* which will ultimately improve the level of public safety for the residents of the *fire protection areas* shown in *Schedule "A"*.
  - 5. This agreement is intended to be used on a day to day basis in order to meet the following objectives:
    - a) Ensuring that the nearest available fire station immediately responds to an emergency, irrespective of existing municipal boundaries.
    - b) Ensuring resources to complete a rescue and fire response.
    - c) Ensuring the provision of equipment and personnel, particularly to the outer extremities of the municipality, which are neither practical nor reasonable due to economic conditions inherent with their provision.
  - 6. Arran-Elderslie will supply *fire protection services* as detailed in *Schedule "C"*. *Schedule "C"* will also detail the specific criteria when an *automatic aid* response will be dispatched for properties noted in *Schedule "A"*. The *Fire Chief or designate* will have the discretion to cancel the Kincardine response at any time if the *Fire Chief or designate* thinks they have *sufficient resources* to provide a response for that particular emergency.
  - 7.
    - a) The fire apparatus and personnel of the *Fire Department* will respond to incidents in the *Fire Protection Area* in a like manner as if the response were in Arran-Elderslie.
    - b) Should the *Fire Chief or designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *Fire Protection Area*, such assistance may be summoned following the Bruce County Mutual Fire Aid Plan and Program.



**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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- 8.
- a) The *Fire Chief or designate* may refuse to supply responses if response personnel, apparatus and /or equipment are required in Arran-Elderslie or elsewhere, under the provisions of the Bruce County Mutual Fire Aid Plan and Program.
  - b) The *Fire Chief or designate* may order the return of such personnel, apparatus and /or equipment that is responding to or is at the scene of an incident in the *Fire Protection Area*. In such cases the *Fire Chief* or designate may summon assistance in accordance with Section 7. b).
  - c) The *Fire Chief or designate* will notify the *Chief Fire Official or designate* when the terms of the agreement cannot be delivered. Examples include but not limited to Sections 8 a) and 8 b), apparatus out of the service and staffing shortages.
9. Kincardine shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the *Fire Protection Area*, of procedures for reporting an emergency and of the services provided by the *fire department*.
10. The *Fire Chief or designate* shall have full authority and control over his/her staff while operating within the *fire protection area*.
11. The *Chief Fire Official* will remain responsible for *Fire Protection Services* at all times within Kincardine boundaries.
12. The *Fire Chief or designate* shall provide a report to the *Chief Fire Official* detailing the *Fire Department* responses as they occur in the *Fire Protection Area*. This shall detail call hours and call types. As well as statistics, any abnormal occurrences or fire safety issues shall be noted.
13. Arran-Elderslie shall be required to carry at all times during the agreement the following policies of insurance and to provide a Certificate of Insurance evidencing coverage in effect:
- 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 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 with a limit of not less than \$5,000,000.00. The policy shall be endorsed to include Kincardine as an additional insured with respect to the *Fire Protection Services* as per this agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
  - d) Non-owned Automobile Coverage with a limit of not less than \$5,000,000.00 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 \$5,000,000.00. 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.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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- f) Environmental Liability Policy in an amount of not less than \$2,500,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, ninety (90) day notice of non-renewal must be provided. Kincardine has the right to request that an extended reporting period be purchased at Arran-Elderslie's sole expense.

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 thirty (30) day notice of cancellation except for Automobile which shall provide fifteen (15) day notice of cancellation.

Certificates of insurance evidencing coverage as outlined above shall be provided to all parties within ten (10) days of signing the agreement.

- 14. Kincardine shall be required to carry at all times during the agreement the following policies of Insurance and to provide a Certificate of Insurance evidencing coverage in effect:

- 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 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 with a limit of not less than \$5,000,000.00. The policy shall be endorsed to include Arran-Elderslie as an additional insured with respect to the *Fire Protection Services* as per this agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
- d) Non-owned Automobile Coverage with a limit of not less than \$5,000,000.00 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 \$5,000,000.00. 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.
- f) Environmental Liability Policy in an amount of not less than \$2,500,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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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 thirty (30) day notice of cancellation except for Automobile which shall provide fifteen (15) day notice of cancellation.

Certificates of insurance evidencing coverage as outlined above shall be provided to all parties within ten (10) days of signing the agreement.

- 15. The Corporation of the Municipality of Arran-Elderslie shall not be liable to the Corporation of the Municipality of Kincardine 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 the Corporation of the Municipality of Arran-Elderslie arising directly or indirectly from this Agreement except where any damage or injury is due solely to the Corporation of the Municipality of Arran-Elderslie's negligence or that of its officers, employees or agents. The provisions of the *Fire Protection and Prevention Act, 1997, S.O. 1997 (the "Act")*, or any amendments thereto, respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this Agreement; and the parties hereto specifically agree that the said provisions of the Act shall prevail over, supersede and take precedence over any contrary provisions of this Agreement.
- 16. Arran-Elderslie agrees to fund all future capital purchases related to providing *Fire Protection Services* in the *Fire Protection Area*, using resources provided and contained within the annual flat rate sum as specified within this agreement. At no time in the future, so long as this agreement remains in force, shall Arran-Elderslie request additional funds to purchase capital items to provide *Fire Protection Services* in the *Fire Protection Area*.
- 17. Kincardine agrees to reimburse Arran-Elderslie, payment in the manner and amounts established in *Schedule "B"* for *automatic aid* services to the *Fire Protection Area*.
- 18.
  - a) This Agreement shall remain in force for a period of five (5) years or until either party provides written notice of termination at least one hundred and eighty (180) days prior to the desired date of termination.
  - b) If neither party provides written notice of termination as described in 18. a), the contract shall be automatically renewed from year to year and shall continue to do so until such time as either party invokes 18. a)
  - c) The terms of this agreement shall include an annual increase to the base contract price as described in *Schedule "B"* for *fire protection services* to the *Fire Protection Area*.
  - d) The Municipality of Kincardine shall receive all funds recovered for services provided by the *Fire Department* in the *Fire Protection Area*.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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- e) 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 written notice of the proposed amendment(s).
  - f) The parties agree to begin negotiations no later than July in the final year of the agreement and to negotiate in good faith using their best efforts the renewal of the Fire Protection Agreement.
  - g) That parties further agree that should they be unable to reach an agreement by September 30<sup>th</sup> in the final year the parties shall meet with a qualified mediator as mutually agreed by the parties in a timely fashion manner and attempt in good faith to negotiate a settlement during which time representatives shall disclose to the other all relevant information regarding the dispute.
- 19.
- a) So often as there may be any dispute between the parties to this Agreement, or any of them with respect to any matter contained in 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, R.S.O. 1990 c. M.78, as amended*, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
  - b) If, for any reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitration Act, R.S.O. 1990 c. M.78, as amended*, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, S.O. 1991 c. 17, amended*, or pursuant to any successor legislation.
20. No liability shall attach or accrue to Arran-Elderslie by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *Fire Department* while engaged in the provision of *Fire Protection Services* in the *Fire Protection Area*.
21. Notwithstanding any other provision in this Agreement or the Schedules hereto, Kincardine shall be responsible, over and above any other compensation required hereunder, for any extraordinary costs or major equipment rental that is used at calls for service to the *Fire Coverage Area* with approval of the Chief Fire Official or his designate.
22. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal or court 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.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE

Per:

  
Paul Eagleson, MAYOR

Per:

  
Peggy Rouse, CLERK

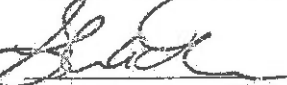
We have the authority to bind the Corporation.

FOR THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE

Per:

  
Anne Eadie, MAYOR

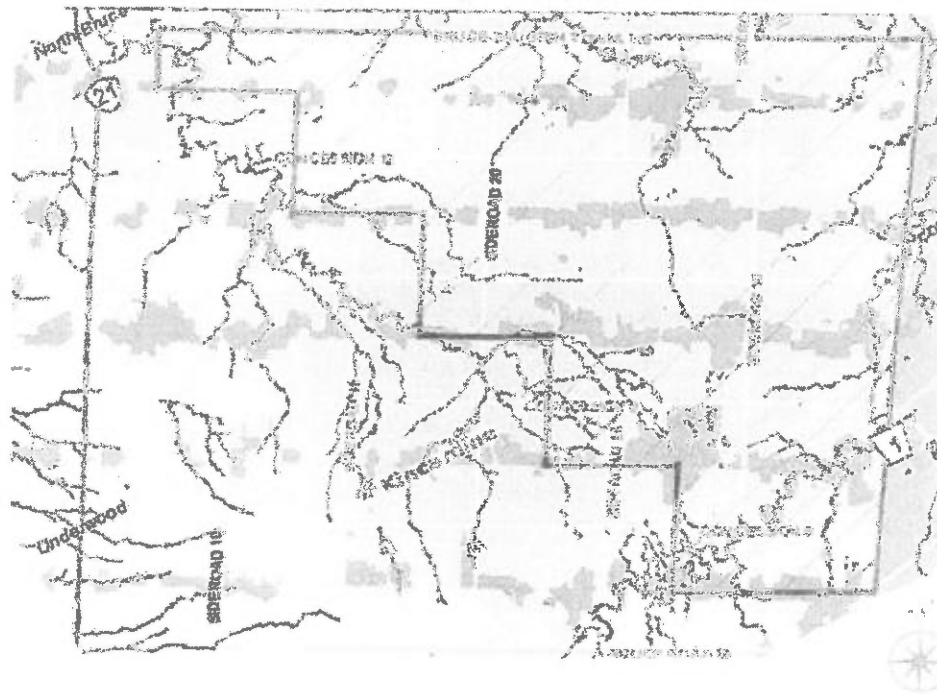
Per:

  
Sharon Chambers, CAO

We have the authority to bind the Corporation.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

**SCHEDULE "A" - FIRE PROTECTION AREA**



The Map above is included for general illustration purposes only, and is not intended to delineate or define the Fire Protection Area. The Fire Protection Area is delineated and defined hereunder.

The Fire Coverage Area shall be defined as:

Beginning at the centre of the block\* south of Concession 6 on Bruce County Road 1; west to the centre of the block east of Sideroad 25 and south of Concession 6; north to the centre of the block east of Sideroad 25 and north of Concession 6; west following the centre of the block to the centre of the next block east of Sideroad 20 and north of Concession 6; north to the centre of the block east of Sideroad 20 and north of Concession 8; west to the centre of the block east of Sideroad 15 and north of Concession 8; north to the centre of the block east of Sideroad 15 and north of Concession 10; north to the Bruce Saugeen Townline through the centre of the block east of Sideroad 10; east along Bruce Saugeen Townline to the Municipality of Kincardine/Arran-Elderslie Boundary; south along the Municipality of Kincardine/Arran-Elderslie Boundary, ending at the centre of the block south of Concession 6 and Bruce County Road 1

\* - a "block" being one and one quarter miles square

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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**SCHEDULE "B" – Payment Terms**

**PAYMENT**

In consideration of the covenants and services herein provided and contained in this Automatic Aid Agreement, Kincardine shall pay Arran-Elderslie for *Fire Protection Services* in the *Fire Protection Area* the flat rate sum per annum beginning the year 2017 for the term of the automatic aid agreement broken down as follows:

2017 \$ 51,400.00

The above-noted payment shall increase annually by an amount equal to the Ontario Consumer Price Index, to be calculated based on the twelve (12) month period ending December 31<sup>st</sup>.

Arran-Elderslie shall submit an invoice to Kincardine, Attention: Fire Chief, 1475 Concession 5, RR 5, Kincardine, ON N2Z 2X6 for services rendered as per this automatic aid agreement on or before January 1<sup>st</sup> and July 1<sup>st</sup> for the current calendar year.

Kincardine will compensate Arran-Elderslie by remuneration for this automatic aid agreement within thirty (30) days of receipt of an invoice.

The Invoice shall include the following information:

As per the Fire Protection Agreement between Arran-Elderslie and Kincardine

AND

Kincardine shall compensate Arran-Elderslie a total amount of

\$ .....for the period from .....to  
.....

The date, time and location of each response in the *Fire Protection Area* as outlined in *Schedule "A"*;

AND

*The types of services provided for the invoice period;*

AND

Shall be signed by the Clerk and the Fire Chief.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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**SCHEDULE "C" – FIRE PROTECTION SERVICES PROVIDED**

The Paisley and District Fire Department shall provide *Fire Protection Services* as described in this agreement. Schedule "C" shall detail the services to be provided.

**1) FIRE PROTECTION SERVICES**

The Paisley and District Fire Department shall provide fire suppression services for the *Fire Protection Area* including interior search and rescue.

**2) AUTOMATIC AID RESPONSES**

- a) All fires – any structure type; but not motor vehicle fires
- b) All emergency calls reporting a structure with "smoke showing or visible"

The Paisley and District Fire Department will respond as per the establishing and regulating by-law for the Paisley and District Fire Department. The *Fire Chief or designate* may at his/her discretion downgrade or cancel the Kincardine Fire and Emergency Services response via direct radio communications once on scene and able to provide a scene assessment if Kincardine resources are not required to mitigate the emergency.

The listed responses will include a response from Tiverton Fire Station consisting of a rescue with one (1) officer and five (5) firefighters and a water tanker with two (2) firefighters.

Additional resources required for 2 a) and b) and other emergencies requiring additional resources will be requested using the Bruce County Mutual Fire Aid Plan. Examples of additional resources include but not limited to high angle rescues, confined space rescues, ice/water rescues, manpower, water tankers and aerial apparatus.

**3) AMBULANCE ASSIST – MEDICAL TIERED RESPONSE**

Paisley and District Fire Department shall provide a similar level of emergency medical response as is provided within Kincardine by Kincardine Fire and Emergency Services. Every attempt will be made to maintain a uniform level of service municipality wide. The level of service shall be determined by parameters contained within this agreement. See *Schedule "D"*.

**4) FIRE PREVENTATION, INSPECTION AND PUBLIC EDUCATION**

- a) All complaint, request and routine fire inspections shall be conducted by the Kincardine Fire and Emergency Services in the *Fire Coverage Area*. The *Fire Chief or designate* shall be informed of any inspections and copies of the inspection reports and associated documentation shall be forwarded to the *Fire Chief or designate* for his/her records. All requests for inspections to the *Fire Chief or designate* shall be forwarded as soon as possible to the *Chief Fire Official or designate*.
- b) Kincardine open air By-law, fireworks By-law and sign By-law shall be the By-laws of reference for all open air burning/fireworks/civic address enquiries and /or complaints in the *Fire Coverage Area*.
- c) The *Fire Chief or designate* shall have access to the contacts for the Kincardine By-law Enforcement Officer as required to enforce applicable By-laws. The *Fire Chief or designate* shall forward all associated documentation involving the request of the By-law Enforcement Officer to the *Chief Fire Official or designate* as soon as possible for his/her records.



**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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- d) Open air burning fire permits shall be issued and enforced by the Kincardine Fire and Emergency Services. An updated master list of all permits issued for the year for the *Fire Coverage Area* shall be forwarded to the *Fire Chief or designate* and fire dispatch daily or as required.
- e) Kincardine smoke and Carbon Monoxide alarm program and policy shall be used in the *Fire Protection Area*. Smoke /Co alarms shall be installed by the Paisley and District Fire Department for installation as required by the most current Ontario Fire Code. Smoke and Carbon monoxide alarms of equal quality and value provided by Kincardine Fire and Emergency Services as reimbursement directly back to the Paisley and District Fire Department as needed.
- f) The *Fire Chief or designate* shall notify the *Chief Fire Official or designate* should they conduct smoke alarm checks or install smoke alarms in the *Fire Protection Area*. All documentation from the *Fire Chief or designate* shall be forwarded to the *Chief Fire Official or designate* shall be forwarded to the *Chief Fire Official or designate* as soon as possible for his/her records.
- g) As a courtesy, the *Fire Chief or designate* shall be notified of any smoke alarm checks or installations in the *Fire Protection Area* by the *Chief Fire Official or designate*. The *Fire Chief or designate* may accompany Kincardine Fire and Emergency Services staff on these checks.
- h) Public education shall be the responsibility of the Kincardine Fire and Emergency Services. As a courtesy, the *Fire Chief or designate* shall be notified of these occurrences, before they take place if possible. The *Fire Chief or designate* may accompany Kincardine Fire and Emergency Services staff to these occurrences. Should the *Fire Chief or designate* choose to provide public education all documentations shall be forwarded to the *Chief Fire Official or designate* for his/her records.
- i) Fire Case Determination in the *Fire Protection Area* shall be the responsibility of the *Fire Chief or designate*. The *Fire Chief or designate* will forward all investigation reports completed by the OFMEM to the *Chief Fire Official or designate* within seven (7) days of receipt.
- j) The *Chief Fire Official or designate* will assist with fire investigations as requested by the *Fire Chief or designate*.

**5) INCIDENT REPORTING**

A copy of fire reports for incidents within the fire coverage area shall be forwarded by the *Fire Chief or designate* to the *Chief Fire Official or designate* as soon as possible after they occur. The *Fire Chief or designate* shall be responsible for submitting Standard Incident Reports to the Ontario Fire Marshal in a timely fashion as required on the behalf of Kincardine.

**6) PROVISION OF INFORMATION FOR COST RECOVERY PURPOSES**

The *Fire Chief or designate* shall within fourteen (14) days provide to Kincardine all relevant information needed to prepare invoices to recover costs from users of *Fire Protection Services* as provided for in the most current Kincardine Fee By-law. All costs recovered for the *Fire Protection Services* within the *Fire Protection Area* shall remain with Kincardine Fire and Emergency Services.

**7) FIRE PROTECTION SERVICES REVIEW**

The *Fire Chief or designate* and the *Chief Fire Official or designate* shall agree to meet at a mutually convenient time annually as a minimum to discuss and review

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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the level of *Fire Protection Services* and performance provided within the *Fire Protection Area*. Changes or suggestions for improvement shall be recommended to the respective Councils for action to update the *Fire Protection Agreement* as needed. Special meetings to discuss routine business may be called by either the *Fire Chief or designate* or *Chief Fire Official or designate* as required.

**PAISLEY AND DISTRICT FIRE DEPARTMENT  
FIRE PROTECTION AGREEMENT**

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**SCHEDULE "D" - Paisley and District Fire Department  
Tiered Response Criteria**

**Fire Tiered Response Summary of Services for the *Fire Protection Area***

**Paisley and District Fire Department**

Airway/breathing compromise  
Not breathing  
Choking  
Severe Respiratory Distress  
Unconscious  
VSA/Cardiac Arrest  
Burns – Electrocutation  
Burns – Inhalation  
Chest Pain – Heart problems  
Electrocutation  
Environmental Exposure – Heat  
Environmental Exposure – Cold  
Evacuation  
Falls  
Inhalation  
MVC – enclosed seating  
MVC – exposed seating  
MVC – person struck  
MVC – unknown details  
Overdose  
Stroke/CVA  
Farm Accidents  
Industrial Accidents

**THE CORPORATION OF THE  
MUNICIPALITY OF ARRAN-ELDERSLIE**

**BY-LAW NO. 43-10**

A By-law to Authorize the Execution of an Agreement with  
The Town of Saugeen Shores (Mutual Aid Agreement)

**WHEREAS** Council at its meeting of August 9, 2010 adopted the recommendation in SRCAO.10.43 regarding the dissolution of the Paisley and District Joint Fire Board and associated joint fire department and enacted By-law No. 41-10 to Establish the Paisley and District Fire Department;

**AND WHEREAS** the Section 2 (6) of the *Fire Protection and Prevention Act, 1997* provides that a municipality may enter into an aid agreement with another municipality to provide and/or receive fire protection services;

**AND WHEREAS** Council at its meeting of August 9, 2010 adopted the recommendation in SRCAO.10.43 regarding the execution of a Mutual Aid Agreement for the provision of fire protection services by the Paisley and District Fire Department in the Town of Saugeen Shores;

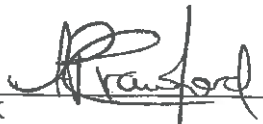
**NOW THEREFORE THE CORPORATION OF THE MUNICIPALITY OF  
ARRAN-ELDERSLIE HEREBY ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk be authorized to execute an agreement with the Town of Saugeen Shores for the provision of Mutual Aid in the Town of Saugeen Shores by the Paisley and District Fire Department.
2. That this shall agreement take effect January 1, 2011.

READ A FIRST AND SECOND TIME THIS 7TH DAY OF SEPTEMBER, 2010.

READ A THIRD TIME AND PASSED THIS 7TH DAY OF SEPTEMBER, 2010.

  
MAYOR

  
CLERK



THIS AGREEMENT MADE this 1st day of January, 2011.

BETWEEN the following,

**The Corporation of the Municipality of Arran-Elderslie,**  
hereinafter referred to as "Arran-Elderslie"

and

**The Corporation of the Town of Saugeen Shores,**  
hereinafter referred to as "Saugeen Shores"

For the consideration provided herein, Arran-Elderslie and Saugeen Shores hereby agree as follows:

1. In this agreement,

**"911 calls"** means those calls dispatched to Paisley for response under this service agreement, which may include fires, emergency rescues and medical emergencies

**"Act"** means the *Fire Protection and Prevention Act, 1997, S.O. 1997, c.4*

**"Arran-Elderslie"** means The Corporation of the Municipality of Arran-Elderslie

**"Chief Fire Official"** is the Saugeen Shores Fire Chief, who is ultimately responsible to Saugeen Shores for the delivery of all fire protection services, in accordance with the *Act*

**"Fire area"** means that part of the Town of Saugeen Shores as described in Section 1 and shown in Map 1, attached to and forming part of this agreement,

**"Fire Prevention"** means to minimize, to put a stop to or to avoid the incidents of fires, by means of fire inspections and public fire safety education,

**"Fire protection services"** means and includes activities defined in the *Fire Protection and Prevention Act, 1997*, more particularly described as: "including fire suppression, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services",

**"Fire services"** means Paisley's responses to 911 calls for fires, emergency rescues and/or emergency medical calls in Saugeen Shores as provided by this agreement,

**"Paisley"** means the "Paisley & District Fire Department",

**"Paisley Fire chief"** means the Chief of the Paisley & District Fire Department, or designate

**"Saugeen Shores Fire Chief"** means the Fire Chief of the Town of Saugeen Shores or designate

2. Paisley will supply fire services to Saugeen Shores in the fire area described as:

"at a starting point of and including Lot Number One (1) Range A WSR, Saugeen Township following northerly along the boundary line between Saugeen and Elderslie Townships and the centerline of Bruce County Road Three (3) to and including Lot Eighteen (18) Range A WSR, thence westerly following the centerline of The River Road to the Saugeen River. Following the centerline of the Saugeen River to Lot Number Thirty-Four (34), Concession Two (2) then westerly to and including Lot Number Thirty-One (31), Concession Two (2). Following southerly along the lot line between Lots Number Thirty-One (31) and Thirty (30), Concession Two (2) thence westerly to and including Lot Number Twenty-Nine (29) Concession One (1), thence southerly to the centerline of the Bruce-Saugeen Townline. Following easterly along center line of the Bruce Saugeen Townline and the center boundary line between the Town of Saugeen Shores (formerly Saugeen Township) and the Municipalities of Kincardine (formerly the Township of Bruce) and Brockton (formerly Township of Greenock) to and including Lot One (1) Range A WSR, Town of Saugeen Shores (formerly Saugeen Township)",

as shown on Map 1, attached hereto and forming a part of this agreement;

3. Paisley will respond to all 911 calls in the fire area with sufficient fire apparatus and personnel.
4. Notwithstanding Section 3 above, the Paisley Fire Chief may summon assistance from the Saugeen Shores Fire Chief or may invoke the Bruce County Mutual Aid Plan if Paisley's personnel, apparatus, or equipment are required by Paisley elsewhere.
5. Paisley Fire Chief shall have full authority and control over any and all fire services activities in which Paisley may be engaged in the fire area.
6. Paisley Fire Chief shall report quarterly, in writing, to Saugeen Shores all occurrences in the fire area to which Paisley has responded in the previous three months.
7. Paisley shall receive all funds recovered for occurrences at which Paisley attends in the fire area as provided in Schedule A to this agreement.
8. Saugeen Shores agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
9. Saugeen Shores shall be responsible for establishing and notifying its residents and occupants of the fire area, in the manner and to the extent Saugeen Shores deems necessary, of the procedures for reporting an emergency and of the services to be provided by Paisley.

10. Under the *Act*, Saugeen Shores is responsible for all fire protection services within its jurisdiction, including the fire area, wherein Paisley is contracted to provide fire services and response to 911 calls only as provided by this agreement.
11. For the provision of fire services and response to 911 calls in the fire area, Paisley shall be paid as outlined in Schedule A to this agreement.

Idem: Notwithstanding the provisions of Sections 7 and 11, Saugeen Shores opens this agreement with a credit of

**five thousand seven hundred and ninety-nine dollars (\$5,700.00)**

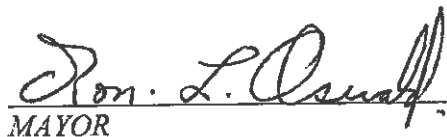
for its exit share of the depreciated assets of former Paisley Joint Fire Board as provided in the Joint Fire Agreement. Said credit shall be exhausted before Saugeen Shores is required to make payments for the fire services provided herein.
12. Saugeen Shores shall indemnify and save harmless Arran-Elderslie from all actions, causes of action, damages or claims arising out of the performance or non-performance of the fire services and response to 911 calls provided for in this agreement, except in the case of wilful neglect of duty, or intentional damages caused.
13. Arran-Elderslie shall indemnify and save Saugeen Shores harmless from all actions, causes of action, damages or claims sustained by personnel, apparatus, or equipment of Paisley while engaged in the provision of fire services and response to 911 calls in the fire area.
14. The parties 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 written notice of the proposed amendment(s).
15. 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.
16. 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.



17. This agreement shall be in force for a period of five (5) years 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 18 hereof.
18. If Saugeen Shores or Arran-Elderslie wishes to end this agreement, said Party may do so provided that one (1) year written notice is given to the other Party. Said notice shall terminate that Party's Agreement as of the thirty-first (31st) day of December in the year following that in which notice was given.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers.

FOR THE CORPORATION OF THE MUNICIPALITY OF ARRAN-ELDERSLIE:

  
MAYOR

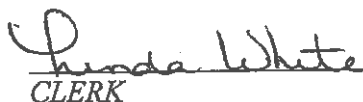
Authorized for execution by  
By-law No. 43-10

  
CLERK

FOR THE CORPORATION OF THE TOWN OF SAUGEEEN SHORES:

  
MAYOR

Authorized for execution by  
By-law No. 79-2010

  
CLERK

**MAP 1 - FIRE AREA (REFERENCE SECTION 2)**



## **SCHEDULE B - SERVICE FEES**

1. All fees payable to Arran-Elderslie, for fire services and 911 calls, by Saugeen Shores, shall be calculated as follows:

- a) Saugeen Shores shall pay an annual service fee retainer based on the number of property roll numbers in the fire area multiplied by a flat rate of \$100.00;
- b) The flat rate in 1.a) shall be inflated annually by the Ontario Consumer Price Index rate of inflation for each successive year of this agreement;
- c) Saugeen Shores shall, on or before March 31st in any year, provide Paisley with the number of roll numbers in the fire area;
- d) On behalf of Paisley, Arran-Elderslie shall invoice Saugeen Shores, on or before May 31st in any year, for half the annual fee determined in 1.a) and 1.b);
- e) Saugeen Shores shall, on or before June 30th in any year, pay Paisley, through Arran-Elderslie, the amount invoiced in 1.d);
- f) Arran-Elderslie shall invoice Saugeen Shores, on or before November 30th, in any year, for the remainder of the annual fee determined in 1.a) and 1.b);
- g) In addition to the annual service fee retainer, Saugeen Shores shall pay Arran-Elderslie, for each actual fire services call to which Paisley has responded in the year, invoiced on a quarterly basis by Arran-Elderslie and paid thereafter within 30 days by Saugeen Shores at the hourly rate recognized, from time to time, by the *Ontario Ministry of Transportation* for fire department response calls on *King's Highways*, for each vehicle responding to the said fire services call(s)."

THE CORPORATION OF THE VILLAGE OF TARA

BY-LAW NO. 938-89.

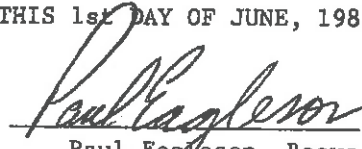
Being a By-Law authorizing the entering into an agreement with the Township of Amabel respecting the use, service and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14, Concession A including all lands within the Police Village of Allenford within Amabel Township.


WHEREAS Section 208 (1) of the Municipal Act, R.S.O. 1980, Chapter 302 provides that by-laws may be passed by Councils of local municipalities for the entering into agreement for the use of the fire-fighting equipment of the municipality by another municipality or person upon such terms as may be agreed upon.

NOW THEREFORE the Corporation of the Village of Tara enacts as follows:

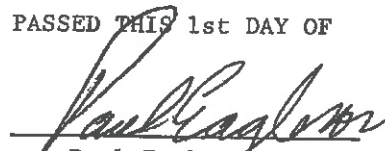
1. THAT the Chairman and the Secretary-Treasurer are hereby authorized to execute the agreement attached hereto as "Schedule A" and forming part of this by-law on behalf of The Tara-Arran Fire Department Joint Board of Management.
2. THAT the Reeve and the Clerk of the Corporation of the Village of Tara are hereby authorized to execute the agreement attached hereto as "Schedule A" and forming part of this by-law which agreement provides for the use of service and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14, Concession A including all lands within the Police Village of Allenford within Amabel Township.

READ A FIRST AND SECOND TIME THIS 1st DAY OF JUNE, 1989.

  
Paul Eagleson, Reeve

  
Loreen Hill, Clerk

READ A THIRD TIME AND FINALLY PASSED THIS 1st DAY OF JUNE, 1989.

  
Paul Eagleson, Reeve

  
Loreen Hill, Clerk

THIS AGREEMENT MADE THIS 15th DAY  
OF August, 1989.

BETWEEN:

THE CORPORATION OF THE VILLAGE OF TARA  
THE CORPORATION OF THE TOWNSHIP OF ARRAN

hereinafter called

"THE PARTY OF THE FIRST PART"

-and-

THE CORPORATION OF THE TOWNSHIP OF AMABEL

hereinafter called "AMABEL"

"THE PART OF THE SECOND PART"

WHEREAS the parties hereto, pursuant to the provisions of Section 208 (1) of the Municipal Act, R.S.O. 1980, Chapter 302, have agreed to the arrangements herein-after set out, respecting the use, service and assistance of the fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department in the event of fire in those parts of the Township of Amabel known as Lots 1 to 14 Concession A including all lands within the Police Village of Allenford within Amabel Township.

NOW THIS INDENTURE WITNESSETH that in consideration of these premises and of the sum of one dollar of lawful money of Canada now paid (receipt whereof is hereby acknowledged) the parties hereto do covenant and agree each with the other as follows:

1. The Party of the First Part agrees to allow the use of and to supply the services, and assistance of the Fire Brigade, Fire Apparatus and Equipment of the Tara-Arran Fire Department, in the event of fires in all those areas in the Township of Amabel as agreed upon, and to maintain such Fire Brigade and Apparatus, to an acceptable standard.
2. In consequence of any call for services of the Tara-Arran Fire Department, in that participating portion of the Township of Amabel, The Township of Amabel shall pay to the Tara-Arran Fire Department the sum of \$300.00 per hour for fire service. All time for "fire calls" shall be calculated from the time of receiving the "fire call" to the time the fire fighting equipment has returned and is serviced in the Tara-Arran Fire Hall. A \$1,500.00 per year Stand-by charge is to be paid to The Tara-Arran Fire Department, regardless of the number of "fire calls" within any calendar year, and is payable within the year of service. All fees and charges to be subject to a 5 percent escalation charge per year.
3. The Party of the First Part shall not be bound to provide any special or specific equipment or number or type of firefighters for any particular fire in the said area, save and except that any such fire shall be attended by not less than four (4) nor more than ten (10) firemen and shall include at least one of the following: The Fire Chief, the Deputy Fire Chief or the Acting Fire Chief. All other directions relating to the type of equipment or number of firefighters shall be at the sole discretion of the Fire Chief, his Deputy or the Acting Fire Chief.
4. IT IS UNDERSTOOD AND AGREED by and among the parties hereto that in the event of a fire call being received while the equipment and brigade are combatting a fire in Amabel Township the firefighting equipment will not be required to leave the fire in Amabel and proceed to another fire. However, in the case of receiving a second fire call, while fighting another fire, one piece of fire equipment may proceed to the second fire, at the sole discretion of the Fire Chief, his Deputy or Acting Fire Chief.

5. IT IS UNDERSTOOD AND AGREED by and between the parties hereto that the Party of the First Part shall be paid in accordance with the provisions herein set out for all attendances at the location of a fire or fires with the area defined above and covered by this agreement, regardless of who shall summon the equipment and firemen of the Party of the First Part to attend and render their services at such fire or fires and whether or not a request for attendance at a fire proved to be genuine.

6. Any "fire" occurring on a public road or road allowance, shall for the purposes of this Agreement, be the financial responsibility of the Municipality in which the fire occurs, unless otherwise determined by the Fire Chief.

7. The Township of Amabel shall give such authority as may be necessary to the members of the Tara-Arran Fire Department within the said areas of the Township as they have within the Village of Tara and Township of Arran in all matters relating to Fire Prevention, Fire Regulations and Fire Extinguishment, including such matters as Traffic Regulations and Crowd Control, during the active performance of their duties.

8. The payments by Amabel Township, for fire calls, shall be made within one month of submission of the bill, billings to be submitted twice yearly, July and December.

9. This Agreement shall terminate on December 31, 1989, but failing six months written notice, by one party to the other, shall continue for another year and so on from year to year. Any written notice given as aforesaid shall terminate the agreement as of December 31st in the year in which the notice is given.

10. The Corporation of the Township of Amabel agrees that The Tara-Arran Fire Department, The Corporation of the Village of Tara or The Corporation of the Township of Arran or their appointees or employees will not be held liable if there is a failure to provide any or each of the services or duties stated in this agreement save and except if such failure is occasioned by negligence.

IN WITNESS WHEREOF THE SAID CORPORATIONS HAVE HEREUNDER AFFIXED THEIR CORPORATE SEALS UNDER THE HANDS OF THEIR PROPER SIGNING OFFICERS DULY AUTHORIZED IN THEIR BEHALF.

SIGNED, SEALED AND DELIVER

The Tara-Arran Fire Department Joint  
Board of Management

Paul Lagle  
Chairman

Paul Lagle  
Secretary-Treasurer

The Corporation of the Village of Tara

Paul Lagle  
Reeve

D.M. Hill  
Clerk

The Corporation of the Township of Arran

Ross Benson  
Reeve

Paul Lagle  
Clerk

The Corporation of the Township of Amabel

Ross Benson  
Reeve

Paul Lagle  
Clerk

