

THIS AGREEMENT made in triplicate on the    day of    , 2019 A.D.

**MUNICIPAL FIRE PROTECTION AGREEMENT**

**BETWEEN:**



**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**  
(called "North Huron")

and

**THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH**  
(called "ACW")



**WHEREAS** By-laws 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

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

**AND WHEREAS** North Huron operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of North Huron;

**AND WHEREAS** ACW wishes to contract with North Huron for the purposes of receiving **fire suppression service**, within specified areas of ACW from North Huron;

**NOW THEREFORE**, in consideration of the mutual covenants and representations contained in this agreement, North Huron and ACW agree as follows:

1. **DEFINITIONS AND SCHEDULES**

1.1 In this agreement,

1.1.1 “Fire Area” means the fire area(s) of ACW as described in Schedule A hereto;

1.1.2 “Fire Chief” means the Chief of the fire department of North Huron duly appointed by the council of North Huron and, if provided for pursuant to the appointment, his or her designate;

1.1.3 “Fire Department” means the Fire Department of North Huron situated within the Township of North Huron;

1.1.4 “Fire Services” means those fire services, emergency response services and those other services that North Huron agrees to provide to ACW, 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 ACW

1.2.2 Schedule B – Fire Services

1.2.3 Schedule C – ACW Water Sources

1.2.4 Schedule D – ACW Bridges, Culverts and Limited Access Roads

1.2.5 Schedule E – By-laws of ACW

1.2.6 Schedule F – Fee

2. **TERM**

2.1 This agreement shall come into effect as of January 1, 2020 and shall remain in force for a period of four (4) years, unless terminated earlier in accordance with section 10.1. The parties agree that this Agreement may be renewed for a period of five (5) years thereafter, unless, not less than six (6) months prior to the renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement. The renewal date of this agreement is January 1, 2024.

3. **NORTH HURON RESPONSIBILITIES**

- 3.1 Subject to section 3.3 of this Agreement, and subject always to North Huron exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, North Huron agrees to supply those Fire Services as specifically described in Schedule B to ACW in the Fire Area specifically described in Schedule A.
- 3.2 Upon receiving a request from the fire dispatch provider the Fire Dept. of North Huron will respond to the request for Fire Services in ACW with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Services requested.
- 3.3 Notwithstanding section 3.2 above, the Fire Chief, or designate may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in North Huron or are unable to respond for any reason. In such cases, the Fire Chief shall institute the provisions of the Huron County Mutual Aid Plan and Program. Similarly, the 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. The Fire Chief shall endeavor to have back-up resources on scene prior to the recall. In such cases the Fire Chief, or designate, may summon assistance in accordance with the provisions of the Fire Protection or Mutual Aid Agreements referred to in sections 3.5 and 3.6.
- 3.4 Should in his or her sole opinion, the Fire Chief determines that additional assistance is required for the provision of Fire Services in the Fire Area of ACW, the Fire Chief may request additional personnel, apparatus or equipment through any Mutual Aid Agreements made in advance between municipalities agreeing to provide such services for the Fire Area of ACW.
- 3.5 Should no Mutual Aid Agreements for the Fire Area of ACW be in effect, the Fire Chief may request additional personnel, apparatus or equipment from any private individuals or service providers or pursuant to the provisions of any existing Fire Protection Agreement between ACW and any other municipality, or if no such Fire Protection Agreement exist, from the next closest municipality.
- 3.6 The parties agree that the Fire Chief is, pursuant to the designation referenced in section 4.8, the authority having jurisdiction as the term is defined in the Fire Protection and Prevention Act, and has full authority and control over any and all Fire Services in which the Fire Department is engaged in the Fire Area of ACW.
- 3.7 The Fire Chief will report in writing to ACW no later than the 15<sup>th</sup> 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 response reports for the Office of the Fire Marshall as may be required from time to time.

- 3.8 The Fire Chief shall provide a report to the Council of ACW annually, on the work and activities of the Fire Department in the Fire Area during the previous year.
- 3.9 The Fire Chief shall liaise with the Fire Chief of Goderich and Lucknow on issues relating to fire suppression in the Fire Area on a regular basis.

4. **ACW RESPONSIBILITIES**

- 4.1 ACW agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Services required.
- 4.2 Without limiting the generality of 4.1 above, the designated person will provide the 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.
- 4.3 ACW 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 addressing standards.
- 4.4 ACW agrees to provide a map, attached hereto as Schedule C, of the Fire Area clearly indicating all readily accessible static sources of water that are available for fire fighting operations.
- 4.5 ACW 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 clearly marked in red on Schedule D hereto. Any bridges, culverts or roads so identified will either limited or exclude Fire Services where the use of these bridges, culverts or roads is required for the transportation of fire protection apparatus.
- 4.6 ACW shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Services provided by the Fire Department.
- 4.7 ACW represents and warrants to North Huron that it has an approved emergency plan, required pursuant to clause 8(1)(d) of *The Emergency Management and Civil Protection Act* and a copy of same will be provided to the Fire Chief upon the signing of this

Agreement. Any subsequent amendments to the emergency plan will be communicated to the Fire Chief in a timely manner. ACW further represents and warrants that all appropriate by-laws or resolutions have been made by council to authorize the activities and responsibilities of the Fire Chief under the emergency plan, a copy of which is attached hereto as part of Schedule E.

- 4.8 ACW agrees that, while in the Fire Area for the purposes of providing Fire Services, it has designated the Fire Department to be the “authority having jurisdiction”, as the term is defined in the Fire Protection and Prevention Act.
- 4.9 ACW agrees that, while in the Fire Area for the purposes of providing Fire Services, that Fire Chief and any of his/her designates are deemed to be Assistants to the Fire Marshal in accordance with the requirements of the Fire Protection and Prevention Act.
- 4.10 ACW shall take whatever action is appropriate and necessary to have the Fire Chief appointed as “Chief Fire Official” for the Fire Area. A copy shall be provided as part of this agreement in Schedule E.
- 4.11 ACW agrees to provide North Huron with a list of any other Fire Protection Agreements it has entered into with other municipalities, including the contact name and telephone number for each other municipality. This list will be updated no less frequently than annually by ACW during the term of this Agreement.

5. **FEES**

- 5.1 In consideration of the Fire Services provided by North Huron to ACW, ACW agrees to pay North Huron the fees as more particularly set out at Schedule F hereto.
- 5.2 Pursuant to section 3.4 of this Agreement, if the Fire Chief required additional assistance in the course of providing the Fire Services from any individuals, service providers or municipalities, ACW agrees that it will, upon presentation by North Huron of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding that fact that those fees may be different than the amounts charged by North Huron. These fees will be paid by ACW in the manner set out in Schedule F hereto.
- 5.3 Any fees for fire department service that ACW may charge for fire services in the Fire Area, shall be the responsibility of ACW for the billing, collecting and administration of said fees.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 North Huron shall not be liable for any injury to ACW, or to any officers, employees, agents, residents, occupants or visitors of ACW or the Fire Area, or for any damage to or loss of property of ACW, or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Services on any occasion to ACW or for any decision made by the Fire Chief pursuant to section 3.3 of this Agreement.
- 6.2 ACW shall save harmless and fully indemnify North Huron, 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 North Huron while acting within the scope of his or her employment.
- 6.4 ACW shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of North Huron caused by or in any way related to the performance of this Agreement.
- 6.5 North Huron shall save harmless and fully indemnify ACW 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 6.4 and such indemnification shall survive the termination of this Agreement.
- 6.6 Sections 6.4 and 6.5 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of ACW 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 Protection Services described in this Agreement. Wherever possible, prior to releasing any Confidential Information to the other, the disclosing party shall obtain from the designated representative of the other party an undertaking to comply with the obligations under this Agreement pertaining to the protection of Confidential Information. Where required by the disclosing party, the other party shall provide written confirmation, satisfactory to the disclosing party, that such designated representatives have agreed to be bound by the terms of this Section 7.
- 7.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 7.4 Upon completion of the Fire Services, the termination of this Agreement or at the request of either party all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons. The receiving party shall then certify in writing to the disclosing party that all Confidential Information, including all copies or partial copies, have been returned or destroyed.
- 7.5 Where North Huron or ACW or any of their respective employees, officers or 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 and Information Act*, when performing the Fire Services described herein, then North Huron or ACW, 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 North Huron agrees to provide sufficient insurance coverage for providing Fire Services for the Fire Area of ACW. North Huron shall provide ACW with proof of such insurance coverage on request.
- 8.2 North Huron shall provide to ACW, proof of Worker Safety and Insurance Board (WSIB) coverage for the fire department's firefighters on a yearly basis for the duration of this agreement on request.

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 ACW 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, then they shall each prepare a written report to their respective Councils. The Council of North Huron and the Council of ACW each agree to appoint one or more members of 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 honoured 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.



- 9.2 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. Any costs and expenses of arbitration will be allocated by the arbitrator between the parties, as the arbitrator determines in accordance with applicable law.
- 9.3 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, ACW has paid North Huron in advance for the provision of Fire Protection Services, North Huron agrees that it will return, on a pro rata basis, any applicable amounts to ACW as of the termination date.

11. **GENERAL**

- 11.1 North Huron and ACW can amend fire boundaries at any time. All costs associated to change the boundaries will be at the sole expense of the Municipality that wishes to make the change.
- 11.2 North Huron and ACW 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.
- 11.3 Any notices, communications or other information shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:

If to North Huron

The Corporation of the Township of North Huron  
274 Josephine Street, PO Box 90,  
Wingham, Ontario  
N0G 2W0  
Facsimile: 519-357-1110 or email [devans@northhuron.ca](mailto:devans@northhuron.ca)

If to Ashfield-Colborne-Wawanosh

The Corporation of the Township of Ashfield-Colborne-Wawanosh

82133 Council Line

RR #5 Goderich, Ontario

N7A 3Y2

Facsimile: 519-524-1951 or email [clerk@acwtownship.ca](mailto:clerk@acwtownship.ca)

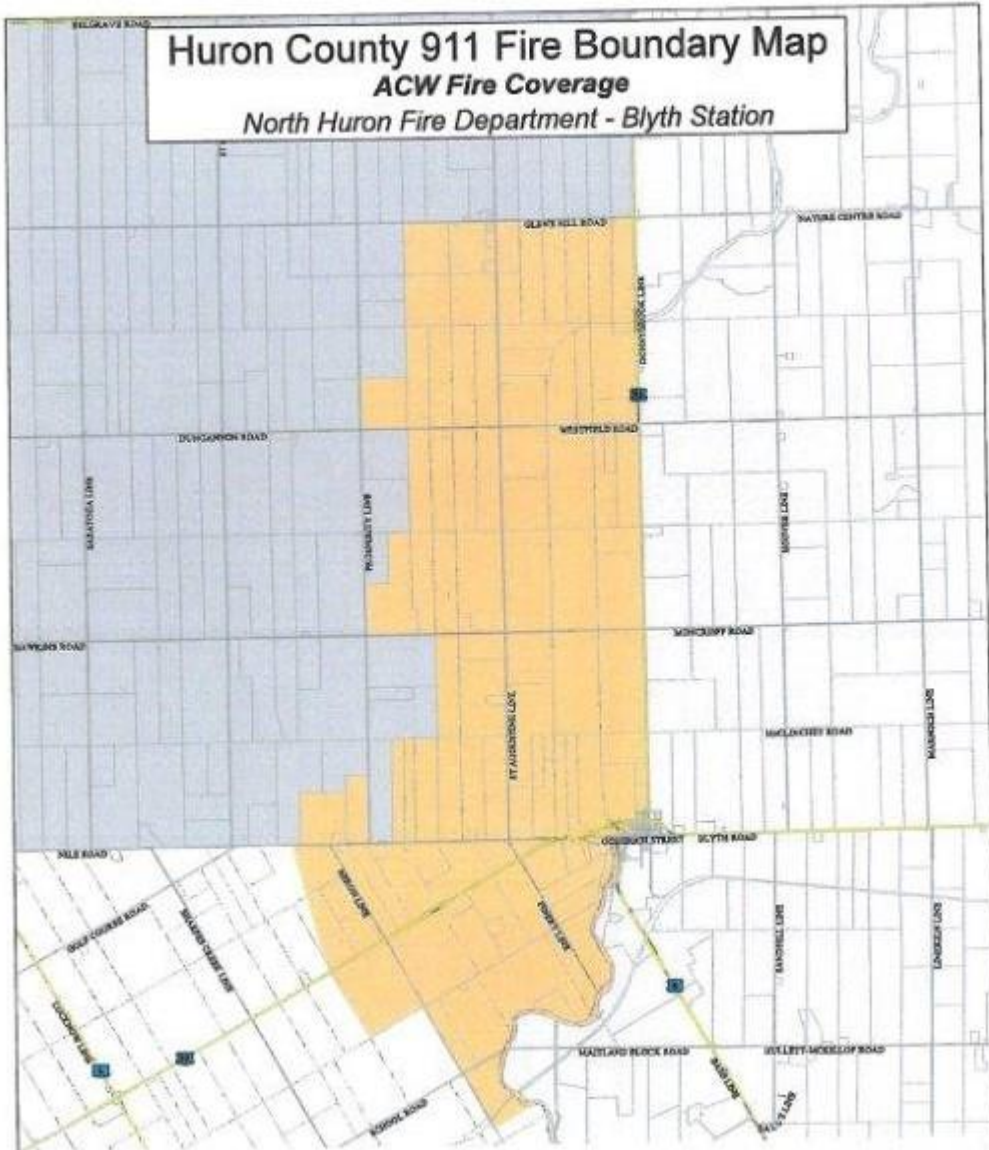
- 11.4 If mail service is disrupted by labour controversy, notice shall be delivered or sent by facsimile.
- 11.5 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:
- 11.5.1 the date delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- 11.5.2 the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- 11.5.3 the day transmitted if sent by facsimile on a business day of the addressee, and if not sent by facsimile on a business day, on the next business day of the addressee.
- 11.6 Either party may change its address or particulars 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.
- 11.7 In the event that any covenant, provisions or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail by the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect necessary changes being carried out.
- 11.8 It is expressly agreed by the parties that North Huron is acting as an independent contractor and this Agreement does not create the relationship of employer/employee as between the respective employees of North Huron and ACW, or of principal and agent or of partnership or joint venture between North Huron and ACW, or between the officers, employees or agents of North Huron and ACW.
- 11.9 Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.10 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.



## SCHEDULE "A" – FIRE AREA OF ACW

This is Schedule "A" to a Municipal Fire Protection Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 A.D. between the Corporation of the Township of North Huron and the Corporation of the Township of Ashfield-Colborne-Wawanosh.

- See attached maps



The above Fire Boundary Area may be subject to change over the term of this agreement as per item 11.1 of this Agreement.

## SCHEDULE "B" – FIRE SERVICES

### Schedule "B" - Fire Services

This is Schedule "B" to a Municipal Fire Protection Agreement dated this      day of      , 2019 A.D., between the Corporation of the Township of North Huron and the Corporation of the Township of Ashfield-Colborne-Wawanosh.

*Fire Services* means a range of services designed to protect the lives and property of the inhabitants of the Fire Area of ACW (Schedule "A") from the adverse effects of fires or exposure to dangerous conditions created by individuals or nature.

This includes:

1. Structural fire suppression and rescue;
2. Motor vehicle firefighting;
3. Grass/Brush fire suppression;
4. Communications;
5. Technical rescue operations including extrication of patients from motor vehicle accidents, industrial accidents, and farm accident rescue;
6. Awareness level hazardous materials response;
7. Awareness level confined space rescue;
8. Awareness level trench rescue;
9. Awareness level high-angle rescue;
10. Shore based ice/water rescue;
11. Assistance to the public and public utilities. The fire department shall attend and assess if there is a risk to public safety. If none exists, the department will stand-down. If a threat exists, the department will monitor the scene until it is turned over to an appropriate authority.
12. Training of persons involved in the provision of fire protections services, rescue and emergency services and the delivery of all those services;
13. Emergency medical first response – including defibrillation. Medical First Response will be provided when:
  1. When the ambulance system becomes overwhelmed to the point that a local ambulance cannot be activated for an emergency call response (Code 4) and it is anticipated that there will be a significant ambulance delay in emergency response to the patient.

#### **Definition of a Significant Delay in Ambulance Response**

If a staffed ambulance that normally services the area in question is not available or if a standby vehicle is not located in that area then it is accepted that an ambulance call in that area would encounter a delay in the normal expected response for a Code 4 call.

2. Suspected VSA (Vital Signs Absent Patient)
3. All Code 4 calls received for Motor Vehicle Accidents;
4. To any emergency call for service that is reported to ambulance dispatch or suspected by ambulance dispatch to involve patient entrapment requiring emergency extrication service;
5. For all calls that would normally require the expertise of fire services, such as gas spills, hydro wires down, industrial accidents, etc.

Optional coverage to be determined at the start of each year;

14. Fire Safety Education;
15. Fire Prevention activities including Fire Code enforcement and Inspections.

## **SCHEDULE "C" – ACW WATER SOURCES**

This is Schedule "C" to a Municipal Fire Protection Agreement dated, between the Corporation of the Township of North Huron and the Corporation of the Township of Ashfield-Colborne-Wawanosh.

A map showing water sources will follow.





## **SCHEDULE "E" – BY-LAWS OF ACW**

This is Schedule "E" to a Municipal Fire Protection Agreement dated this \_\_\_\_\_ A.D., between the Corporation of the Township of North Huron and the Corporation of the Township of Ashfield-Colborne-Wawanosh.

This schedule to be provided by ACW.

## SCHEDULE "F" - FEES

This is Schedule "F" to a Municipal Fire Protection Agreement dated this A.D. between the Corporation of the Township of North Huron and the Corporation of the Township of ACW.

ACW shall pay to North Huron:

The previous year's budget plus CPI increase less fire calls. The amount will then be split between all parties based on the annual calculated weighted assessments for the fire area covered by the Fire Department of North Huron in ACW. In the event that there is a boundary adjustment as per item 11.1 of this agreement, that change will be captured in the annual weighted assessment updates and reflected in billings. The annual weighted assessment figures will be obtained from Huron 911 Office who obtains these numbers from MPAC. Each municipality will then pay actual firefighter wages for each call in their own municipality. This will be invoiced monthly to each Municipality. The amount put away in reserves annually will be capped at \$100,000.

ACW Weighted Assessment in the area covered by the Fire Department of North Huron for 2020 is 3.33%.

(This will be updated at year's end – for reference only)

**\$549,587.86 x 3.33% = \$18,301.28 plus actual firefighter wages for each fire call in ACW. Fire Calls will be invoiced out at \$28.61 per hour per firefighter plus CPI increase for 2020. The cost per hour will increase by the CPI annually.**

Payments shall be payable in four equal installments. Payments shall be made, in advance on January 15, April 15, July 15, and October 15 of each year.

All payments from 2020 and thereafter shall be adjusted each year during the term of this lease to reflect the yearly increase in the Ontario Consumer Price Index as published by Statistics Canada for the immediately preceding calendar year, and that adjusted amount shall become the new yearly payment.

All payments to North Huron shall be reconciled each year by the Township of North Huron at year end, based on the actual expenditure and ACW shall be notified of the reconciliation amount. The reconciliation amount, for all parties, will be calculated using the adjusted weighted property assessments for the year the service was provided.

Further, ACW shall pay to North Huron all costs associated with goods and services acquired under Section 3.4 within 30 days of North Huron providing an invoice for said goods or services. North Huron shall provide ACW with a copy of all bills, receipts and invoices related to the charges where possible.

North Huron shall provide a quarterly financial statement to ACW, showing the financial status of the fire service.