

By-law Number 21-83

The Corporation of the Township of Clearview

Being a By-law to authorize the Mayor and Clerk to enter into a Fire Protection Agreement with the Town of the Blue Mountains

(Fire Protection Agreement)

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

And Whereas Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides municipalities with the authority to provide for any service or thing that the municipality considers necessary or desirable for the public;

And Whereas the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, authorizes a municipality to provide and/or receive Fire Protection Services to or from other municipalities;

And Whereas the Corporation of the Township of Clearview and the Corporation of the Town of the Blue Mountains have had a long standing agreement for Fire Protection of certain properties within the geographical boundaries of the Town of the Blue Mountains;

And Whereas Council of the Corporation of the Township of Clearview deems it desirable and necessary to enter into a Fire Protection Agreement with the Town of the Blue Mountains to continue these services;

Now Therefore Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That Schedule "A" – Fire Protection Agreement between the Town of the Blue Mountains and the Township of Clearview attached hereto, forms part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation.
3. That By-law 07-51 is hereby repealed and replaced.
4. That this by-law shall take force and effect upon the passage hereof.

By-law Number 21-83 read a first, second and third time and finally passed this 23rd day of August, 2021.

Doug Measures, Mayor

Sasha Helmkey, Clerk

FIRE PROTECTION AGREEMENT

THIS AGENCY AGREEMENT (the "Agreement") made the ____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW
(herein after referred to as the "Township" of the first part)

- and -

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(herein after referred to as the "Town" of the second part);

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, R.S.O.1990, as amended, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to provide and/or receive Fire Protection Services to or from other Municipalities;

AND WHEREAS the Township operates fire protection service and Assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a Fire Department situated within the Township of Clearview;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,
 - a) "**Designate**" means a person who in the absence of the Fire Chief has the same powers and authority as the Fire Chief.
 - b) "**Fire Area**" means the Fire Area(s) of the Town of The Blue Mountains as described in Schedule "I" attached to and forming part of this agreement,
 - c) "**Fire Chief**" means the chief of the Fire Department;
 - d) "**Fire Department**" means the "*Township of Clearview Fire Department*",
 - e) "**Fire Protection Services**" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, communications, training of persons described as "includes fire suppression, communications, training of persons involved in the provision of Fire Protection Services, rescue and emergency services and delivery of all those services".
 - f) "**Limited Services**" means a variation of approved Fire Protection Services significantly different from the norm as a result of extenuating circumstances, such as fire safety impacts of minor variances, obstructions, limited or reduced access to private roadways, lanes and drives, number of department personnel, level of training, types of equipment, water supply, environmental factors and structural integrity.
 - g) "**Mutual Aid**" means a reciprocal, no-fee program in which participating Fire Departments that serve a designated area formally agree to assist each other upon a request for help or cover in the case of a major emergency which requires resources exceeding its day-to-day operations.

2. The Township will supply, except as hereinafter limited or excluded, Fire Protection Services to the Town in the Fire Area as described in Schedule "I" attached to and forming part of this agreement.

3. Fire apparatus and personnel that will respond to occurrences in the Fire Area of the Town will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.

Schedule "A" to By-law 21-83

4. Should the Fire Chief or Designate, require assistance, or believe assistance may be required, by way of additional personnel, apparatus or equipment, in addition to that provided by Section 3 above, at an occurrence in the Fire Area, such assistance shall be summoned by contacting the Town for Mutual Aid.
5. In the event of a fire/rescue/tiered medical response is received within the Town while the Township is engaged in any part of the Township, it shall be the duty of the Fire Chief or Designate to decide what portion of his/her equipment and number of personnel may be sent to answer the call in the Town. Should a call be received within the Township while attending a call within the Town, the Fire Chief or Designate shall designate what portion of his/her equipment or personnel may be sent to answer the call within the Township. Should the Fire Chief or Designate require additional equipment or personnel summoned for a response, paragraph (4) provides both the Town and Township Mutual Aid.

5.1 Limited Services may be provided by the Town and Township Fire Departments. These Limited Services may result from conditions such as travel distance, trained personnel, water supply, environmental factors and structural integrity.

6. The Fire Chief, or Designate, shall have full authority and control over any and all activities in which the Fire Department may be engaged in the Fire Area of the Town as set out in Schedule "I".
7. The Fire Chief, or Designate, shall report to the Town by the tenth (10th) day of each month, all occurrences in the Fire Area to which the Fire Department has responded in the prior month.
8. In the event of a fire loss while cost recovery for Fire Departments can be recovered through "Indemnification Technology", the Township will supply the Town with the Standard Incident Report for the Town to recover costs through Fire Marque. The Town will pay the Township the costs recovered from the property owner's insurance company.
9. The Town agrees to identify all streets and roads in the Fire Area by having them clearly marked at all intersections with Civic Addressing numbers.
10. The Town shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the Fire Area, of the procedure for reporting an emergency and of the services provided by the Fire Department.
11. In consideration of the Fire Protection Services undertaken by the Township to be provided in the Fire Area, the Town shall pay fees to the Township as set out in Schedule "II" attached hereto and forming part of this agreement.

12. Liability & Indemnity

12.1 Notwithstanding anything herein contained, no liability shall attach or accrue to the Town for failing to supply the Township on any occasion, or occasions, any of the Fire Protection Services provided for in the Agreement.

12.2 Except as otherwise provided herein, each Party shall indemnify, save and hold harmless the other Party, the directors, officers, employees and agents of the other Party from all liabilities, damages, losses, claims, suits, judgments, costs, and expenses, including reasonable attorneys' fees and expenses, directly or indirectly, incurred by the other Party as the result of any third party claims that arise out of or in connection with the performance or failure of performance of the indemnifying Party's obligations hereunder, or any personnel, equipment, tools, materials or supplies received from or given, supplied or provided by the indemnifying Party pursuant to this Agreement.

12.3 Each Party waives and hereby releases all claims against the other Party for compensation for any loss or damage to persons or property, including personal injury, or death, occurring as a consequence of the performance of this Agreement by the other Party, or the provision of any personnel, equipment, tools, materials or supplies given, supplied or provided by the other Party in response to a request for assistance.

12.4 This Section shall survive the expiration or termination of this Agreement.

Schedule "A" to By-law 21-83

- 13.** 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).
- 14.** 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 of 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.
- 15.** 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.
- 16.** 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 (13) hereof.
- 17.** Notwithstanding Section (15), this agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. In any case of termination prior to the twelve (12) month date, the fees specified in Section (II) will be applied on a pro rata basis using the same formula as applied to the previous to the termination date.
- 18.** The Fire Chief, or such person as shall be in charge of the Fire Department, shall use his/her best endeavors to prevent answering false alarms, but he/she shall not be required to unnecessarily delay the Fire Department when a call has been received to assure himself/herself that the call is not a false alarm.

Schedule "A" to By-law 21-83

IN WITNESS WHEREOF the parties have sealed and executed this agreement on the dates written below.

Executed on behalf of the Corporation of the Township of Clearview, this ____ day of _____, 2021.

Name:
Position

Name:
Position

Executed on behalf of The Corporation of the Town of The Blue Mountains, this ____ day of _____, 2021.

Alar Soever:
Mayor

Corrina Giles:
Town Clerk

SCHEDULE "I"

FIRE AREA SECTION

The following describes the fire area of the Town of The Blue Mountains for the purpose of the Fire Protection Services agreement between Township of Clearview and the Town of The Blue Mountains.

Pretty River Coverage Area for Fire Protection – May 1, 2021

4242-000-001-00100

795032 The Blue Mountains-Clearview Townline
CON 1 E PT LOT 1

4242-000-001-00200

529897 Osprey-The Blue Mountains Townline
CON 1 E PT LOT 1

4242-000-001-00300

529857 Osprey-The Blue Mountains Townline
CON 1 W PT LOT 1

4242-000-001-00400

529839 Osprey-The Blue Mountains Townline
CON 1 W PT LOT 1

4242-000-001-00500

529831 Osprey-The Blue Mountains Townline
CON 1 W PT LOT 1

4242-000-001-00600

529807 Osprey-The Blue Mountains Townline
CON 1 W PT LOT 1

4242-000-001-00800

795108 The Blue Mountains-Clearview Townline
CON 1 N PT LOT 2

4242-000-001-00900

795150 The Blue Mountains-Clearview Townline
CON 1 PT LOT 3 RP 16R462 PARTS 1 3 5

4242-000-001-01200

635424 Pretty River Road
CON 1 S PT LOT 4

4242-000-001-01260

795224 The Blue Mountains-Clearview Townline
CON 1 PT LOT 4 RP 16R8079 PART 1

4242-000-001-01300

795246 The Blue Mountains-Clearview Townline
CON 1 N PT LOT 4 PT LOT 5

4242-000-001-01500

795310 The Blue Mountains-Clearview Townline
CON 1 N PT LOT 5 RP 16R2706 PART 2

4242-000-001-01600

795280 The Blue Mountains-Clearview Townline

Schedule "A" to By-law 21-83

CON 1 N PT LOT 5 RP 16R1865 PART 1

4242-000-001-01750

635017 Pretty River Road
CON 2 PT LOT 1 RP 16R1304 PART 2

4242-000-001-01800

635019 Pretty River Road
CON 2 S PT LOT 1

4242-000-001-01900

635047 Pretty River Road
COLLINGWOOD CON 2 N PT LOT 1

4242-000-002-00200

569876 6th Sideroad
COLLINGWOOD CON 1 PT LOT 6 RP 16R2563 PT PART 1

4242-000-002-00201

795342 The Blue Mountains-Clearview Townline
CON 1 PT LOT 6 RP 16R2563 PT OF PART 2

Vacant Properties

0-100-700

4242-000-001-00700
CON 1 S PT LOT 2

0-100-920

4242-000-001-00920
CON 1 PT LOT 3 RP 16R462 PART 2

0-101-000

4242-000-001-01000
PRETTY RIVER VALLEY PROVINCIAL PARK PLAN P4479 PARTS 1 TO 10

0-101-010

4242-000-001-01010
COLLINGWOOD CON 2 LOT 5 PT LOT 4 CON 3 PT LOT 4 PT RD ALLOW PT RD ALLOW BTN CON 2
AND 3 PRETTY RIVER VALLEY RD AND RP 16R2753 PARTS 1 TO 9

0-101-700

4242-000-001-01700
CON 2 S PT LOT 1

0-101-902

4242-000-001-01902
COLLINGWOOD CON 2 N PT LOT 1 RP 16R7058 PART 1

0-200-100

4242-000-002-00100
CON 1 W PT LOT 6 RP 16R461 PART 1

0-200-202

4242-000-002-00202
CON 1 S1/4 E1/2 LOT 6 RP 16R2706 PART 1

0-200-220

4242-000-002-00220
CON 1 PT LOT 6 RP 16R7708 PART 1 & RP 16R3945 PART 1

Schedule "A" to By-law 21-83

0-200-300

4242-000-002-00300

CON 1 E PT LOT 7 W PT LOT 7 RP 16R7753 PARTS 1, 2

0-200-500

4242-000-002-00500

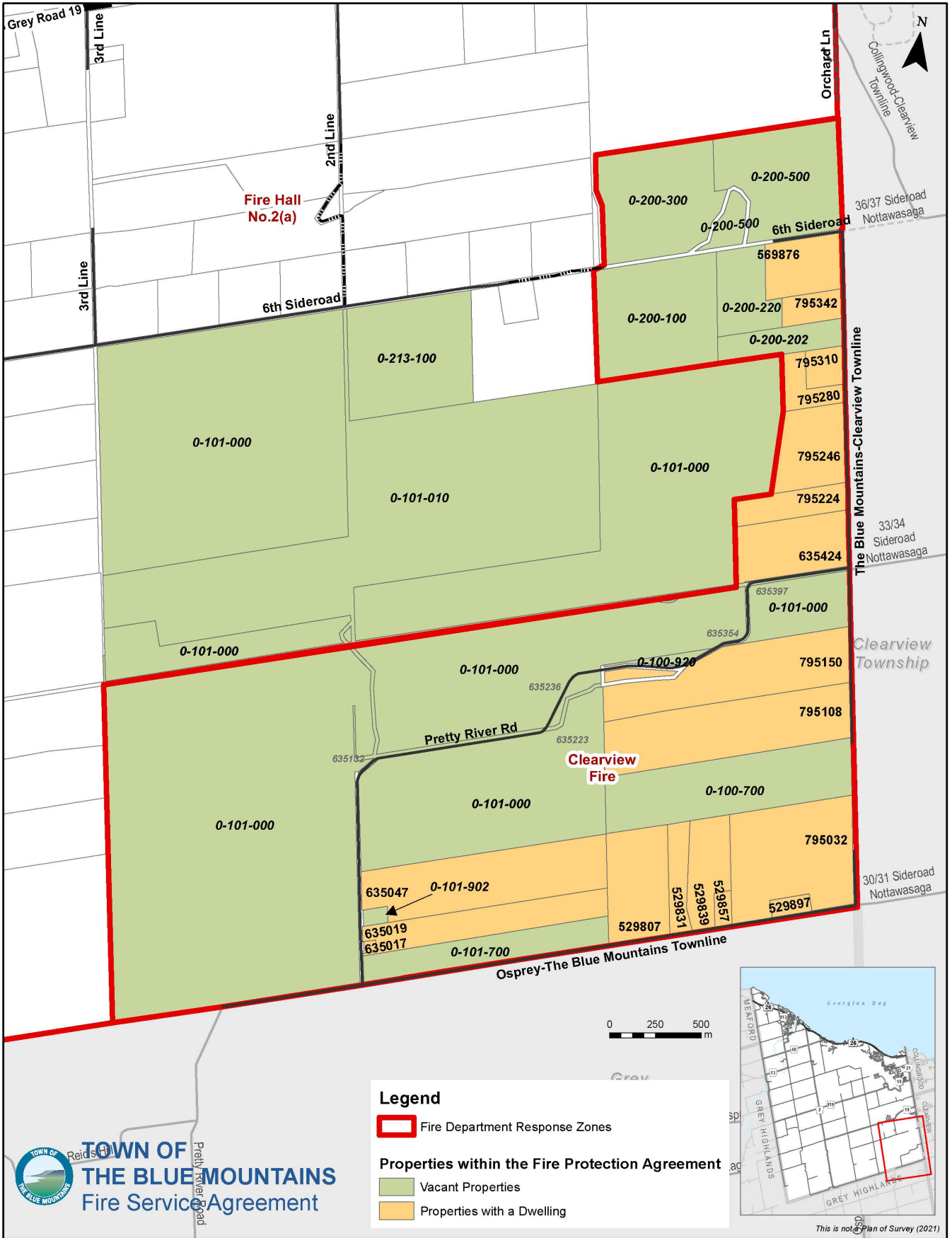
CON 1 E PT LOT 7 W PT LOT 7

0-213-100

4242-000-002-13100

CON 2 W PT LOT 6 RP 16R441 PART 1

Schedule "A" to By-law 21-83



SCHEDULE "II"

SERVICE FEES

Fire Protection Services fees payable by the Town of The Blue Mountains to the Township of Clearview shall be calculated as outlined on Schedule II.

The Town of The Blue Mountains shall pay to the Township of Clearview, for the said Fire Protection as follows:

- A sum based on \$65.00 per improved property per year in the area described in Schedule I.
- For the year 2021, it is mutually agreed that the number of improved properties sixteen (16) is and the annual fee is \$1,040.00
- The number of improved properties shall be based on those listed on the assessment roll returned by the Regional Assessment Office for each taxation year and shall be in effect from January 1st of that year.
- The account shall be paid by July 1st each year or at such other times as be mutually agreed.