



## THE CORPORATION OF THE TOWN OF ERIN

### By-Law # 23 – 28

#### **Being a By-law to enter into a Fire Protection Services Agreement “for a specified area of the Town of Erin” with the Corporation of the Township of Guelph/Eramosa, and to repeal By-law # 99–54**

**Whereas**, section 391 of the Municipal Act, S.O. 2001, as amended, provides the authority for entering into protection agreements and for providing fire-fighting services with such other municipality upon the terms and conditions and for such consideration based on cost as may be agreed upon, but despite any such agreement no liability accrues to the municipality for failing to supply the use of the fire-fighting equipment, or any of it;

**And Whereas**, the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, Section 2, Subsection 5, as amended, authorizes a municipality to enter into an agreement for the provision of fire protection services from a fire department situated outside of the territorial limits of the municipality;

**And Whereas**, the Corporation of the Town of Erin deems it advisable in the public’s interest to enter into a Fire Protection Services Agreement “for a specified area of the Town of Erin” with the Corporation of the Township of Guelph/Eramosa;

**And Whereas**, the Corporation of the Township of Guelph/Eramosa have agreed to provide fire protection services for a specified area within the territorial limits of the Town of Erin in accordance with the mutually agreed terms and conditions as specified in Appendix “A” to this By-law;

**Now Therefore, be it resolved that the Council of the Corporation of the Town of Erin hereby enacts as follows:**

1. That the Mayor and Clerk are hereby authorized to execute the Agreement attached hereto forming Appendix “A” to this by-law.
2. That an agreement be entered into by the Corporation of the Town of Erin with the Corporation of the Township of Guelph/Eramosa for the provision of fire protection services by the Township of Guelph/Eramosa within the territorial limits of the Town of Erin as set out in Schedule “A” of this agreement.
3. That this By-law shall come into force and take effect upon the final passage thereof.
4. And that By-law # 99-54 is hereby repealed.

**Passed in open Council on July 13, 2023.**

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**Mayor, Michael Dehn**

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**Clerk, Lisa Campion**

## Fire Protection Services Agreement

This Agreement made this \_\_\_ day of \_\_\_\_, 2023 Between:

### THE CORPORATION OF THE TOWN OF ERIN

hereinafter called the "Town of Erin"

OF THE FIRST PART;

and

### THE CORPORATION OF THE TOWNSHIP OF GUELPH/ERAMOSA

hereinafter called the "Township of Guelph/Eramosa"

OF THE SECOND PART;

#### Whereas:

The Town of Erin and the Township of Guelph/Eramosa are authorized pursuant to the provisions of the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended to enter into an agreement for the provision of the fire protection services by the Township of Guelph/Eramosa Fire Department to lands and premises situated within the territorial limits of the Town of Erin;

The Town of Erin wishes to obtain certain Fire Protection Services of the Township of Guelph/Eramosa Fire Department and the Township of Guelph/Eramosa has agreed to provide certain Fire Protection Services, subject to the terms and conditions as set out in this agreement.

In Consideration of the covenants and agreements hereinafter contained, the parties covenant and agree that:

1. In this agreement
  - a) "*Act*" shall mean the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended.
  - b) "*Council*" shall mean the Council for the Corporation of the Township of Guelph/Eramosa.
  - c) "*Equipment*" shall mean all present and future apparatus and equipment of the Fire Department.
  - d) "*Fire Chief*" shall mean the Fire Chief for the Township of Guelph/Eramosa appointed pursuant to the provisions of the Act.
  - e) "*Fire Department*" shall mean the Township Guelph/Eramosa Fire Department established pursuant to the Act.
  - f) "*Fire Protection Area*" shall mean the geographic area described by the boundaries illustrated in Schedule "A".
  - g) "*Fire Protection Services*" shall mean fire suppression, rescue, and emergency response services.

2. The *Fire Chief* shall report to Council annually on matters pertaining to the provision of the Fire Protection Services by the Fire Department under the terms of this Agreement.
3. The *Fire Department* shall be responsible for providing the initial response to calls to fires within the *Fire Protection Area* where practicable and in accordance with the priorities for first response as determined by the *Fire Chief*.
4. Subject to the terms of this agreement the Township of Guelph/Eramosa shall provide initial *Fire Protection Services* in the *Fire Protection Area* and shall dispatch equipment and firefighters as promptly as possible to answer calls for assistance including but not limited to fire suppression, rescue, and emergency services.
5. The Guelph/Eramosa Fire Department shall also provide initial fire cause determination and investigations, in the *Fire Protection Area*, as deemed necessary by the *Fire Chief* pursuant to the requirements of the *Act*. Where extensive investigation is deemed to be warranted or any condition requiring notification of the Office of the Fire Marshal exists the Erin Fire Department will be notified to assume responsibility for the cause determination and investigation.
6. The *Fire Chief* shall be responsible for determining the priority of providing *Fire Protection Services* within the *Fire Protection Area* and the Township of Guelph/Eramosa.
7. The Town of Erin shall establish and maintain suitable contingency plans to respond to calls in the *Fire Protection Area* in the event of simultaneous calls in the Township of Guelph/Eramosa and the *Fire Protection Area* throughout the term of this agreement and any renewal.
8. The *Fire Chief* may delegate any or all his or her responsibilities under this agreement, subject to the provisions of the *Act*.
9. The Erin Fire Department is responsible for notifying Guelph Fire Department Communications Centre when an open air burn permit has been issued in the area protected by Guelph/Eramosa Fire Department.
10. The Guelph/Eramosa Fire Department shall notify the Erin Fire Department at any time they respond to a premise in the agreement protection area as a result of open air burning taking place.
11. For the services provided under the terms of this agreement, the Town of Erin shall pay to the Township of Guelph/Eramosa the following fees which shall be invoiced to the Town of Erin quarterly payable and within thirty (30) days of the invoice date:
 

(a) Reported structure fire	\$ 1,500.00/hour
(b) Motor vehicle accident or rescue operation	\$ 1,000.00/hour
(c) Miscellaneous incidents to include Tiered Medical Response	\$ 500.00/truck
12. The time starts when the Page is initiated and the time stops when the Apparatus is back in quarters, not back in service.
13. The Guelph Fire Department communications staff shall notify The Town of Erin Fire Department communications staff each time the Guelph/Eramosa Fire Department is on the scene of a structure fire or other emergency incident where it is anticipated controlling the fire

or dealing with the incident will require more than one (1) hour. The Town of Erin Fire Department will attend the scene and take command of the incident releasing Guelph/Eramosa Fire Department or request Guelph/Eramosa Fire Department to provide services beyond the one (1) hour initial response.

14. Where the Guelph/Eramosa Fire Department is requested by Erin Fire Department to provide services beyond one hour, the fee for service shall be those specified in Paragraph 11 calculated to the nearest quarter hour increment.
15. The payments made to the Township of Guelph/Eramosa under this agreement shall be accepted by the Town as full compensation for all the services furnished under this agreement.
16. Notwithstanding any other provision herein, the Town of Erin shall be responsible for any extraordinary costs such as water additives (foam) or major equipment rental that is used at calls for service to the Town of Erin the *Fire Protection Area*.
17. The personnel of the Township of Guelph/Eramosa Fire Department are and shall remain employees of the Township of Guelph/Eramosa notwithstanding any provision of this agreement and are not and shall not be deemed to be agents or employees of the Town of Erin for any purpose.
18. The Township of Guelph/Eramosa shall not be liable to the Town of Erin 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 Township of Guelph/Eramosa or the *Fire Chief* or arising directly or indirectly from this agreement except where any damage or injury is due solely to the Township of Guelph/Eramosa's gross negligence or that of its officers, employees or agents. The provisions of the *Act* respecting protection from personal liability and non-relief from liability shall apply, notwithstanding any provisions of this agreement.
19. This agreement shall be in force and effect upon signatures of both parties, unless terminated in accordance with Paragraph 20, shall be automatically renewed from year to year thereafter. The rates and fees provided for under the terms of this Agreement will be subject to annual mutual review before October 31<sup>st</sup> of the current year. Revised fees and rates, if any, to be paid to the Township of Guelph/Eramosa shall be set out in the written amending agreement between the parties.
20. This agreement may be terminated by either party at any time, upon giving not less than one hundred and twenty (120) days' notice in writing to the other party and the Township of Guelph/Eramosa may terminate this agreement forthwith, without further liability or obligation to the Town of Erin, in the event of non-payment by the Town of Erin of any invoices which has remained outstanding and unpaid for 90 days or more.
21. This agreement ensures to the benefit of and is binding upon the Town of Erin and the Township of Guelph/Eramosa and their successors.
22. This agreement may not be assigned by either party.

**IN WITNESS WHEREOF** the parties have affixed their respective corporate seals attests by the hands of their respective officers duly authorized in that behalf.

**The Corporation of the Town of Erin**

\_\_\_\_\_  
Mayor M. Dehn

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L. Champion, Clerk

Authorized by By-law No:

**The Corporation of the Township of Guelph/Eramosa**

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Mayor C. White

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A. Knight, Clerk

Authorized by By-law No.:

