

The Corporation of the Municipality of Brockton



By-Law 2022-017

Being a By-Law to Amend the Fire Protection Agreement Between the Corporation of the Municipality of Brockton and the Corporation of the Town of Hanover.

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

And Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

And Whereas the *Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4*, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

And Whereas, the Corporation of the Municipality of Brockton entered into a Fire Protection Agreement with the Corporation of the Town of Hanover as per By-Law 2016-077 on October 24, 2016;

And Whereas the Council for The Corporation of the Municipality of Brockton deems it expedient to amend the Fire Protection Agreement with the Corporation of the Town of Hanover;

Now Therefore the Council of the Corporation of the Municipality of Brockton **Enacts as Follows:**

- 1.0 That the Corporation amend the Agreement with the Town of Hanover for the provision of fire services in accordance with the Amending Agreement attached hereto as Schedule "A" to this by-law, which such Amending Agreement forming an integral part of this by-law.
- 2.0 That the Mayor and Clerk are authorized to sign and execute the attached amended agreement as well as any other related documentation on behalf of the Corporation.
- 3.0 That this By-Law shall come into effect upon final passage.
- 4.0 That By-Law 2016-077 be hereby amended.
- 5.0 This By-Law may be cited as the "Amend Town of Hanover Fire Protection Agreement By-Law".

Read, Enacted, Signed and Sealed this 8th day of February, 2022.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the _____ day of _____, 2022,

BETWEEN:

THE CORPORATION OF THE TOWN OF HANOVER,
(hereinafter referred to as "Hanover")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS Hanover and Brockton entered into an Agreement for the provision of specific fire protection and suppression services, dated November 21, 2016 and authorized by By-law 2016-077 (the "**2016 Agreement**"), a copy of which is attached hereto and marked as **Schedule "A"**;

AND WHEREAS paragraph 2 of the 2016 Agreement specifies a five (5) year term effective January 1, 2017 with a further five (5) year automatic renewal;

AND WHEREAS the 2016 Agreement is beneficial to both Hanover and Brockton and the parties hereto wish to amend specific provisions and extend the term of the 2016 Agreement;

NOW THEREFORE in consideration of the terms, conditions and mutual covenants contained herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties. The parties hereby covenant and agree as follows:

1. The areas served by the Hanover within the area of Brockton shall be amended such that Schedule "A" to the 2016 Agreement shall be replaced with Schedule "B" to this Amending Agreement.
2. The specialty services described in Schedule "E" to the 2016 Agreement shall be replaced with Schedule "C" to this Amending Agreement.
3. The parties acknowledge and agree that paragraph 2.1 of the 2016 Agreement shall be amended by deleting "come into effect January 1, 2017" and replaced with "come into effect on the date this Amending Agreement has been authorized by the municipal Councils for Brockton and Hanover".
4. The parties acknowledge and agree that paragraph 11.2 be amended by deleting "email droth@brockton.ca" and replacing with "email fhamilton@brockton.ca".
5. The parties acknowledge and agree that the 2016 Agreement, save and except for the amendments referred to in this Amending Agreement shall remain in full force and effect and if there is conflict between this Amending Agreement and the 2016 Agreement, the terms of this Amending Agreement will prevail.
6. The invalidity or unenforceability of any provision in this Amending Agreement shall affect the validity and enforceability of such provision or covenant only and any such invalid provision shall be deemed to be severable from the balance of this Amending Agreement, which shall be enforced to the greatest extent permitted by law.

- 7. This Amending Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.
- 8. This Amending may be executed by facsimile or PDF transmission and in one or more counterparts, all of which shall be considered one and the same Agreement.
- 9. This Amending Agreement and the rights granted hereunder shall extend to, benefit and bind the parties hereto, their respective successors and permitted assigns.

The parties have, by their duly authorized representatives who each have the authority to bind the parties, executed this Amending Agreement on the date referred to herein.

Authorized by By-Law _____
_____ passed the
_____ day of 2022.

**THE CORPORATION OF THE TOWN OF
HANOVER**

Per: _____
Name Sue Paterson - Mayor

Per: _____
Brian Tocheri – CAO/Clerk

We have authority to bind the Corporation.

**THE CORPORATION OF THE
MUNICIPALITY OF BROCKTON**

Per: _____
Chris Peabody – Mayor

Per: _____
Fiona Hamilton – Clerk

We have authority to bind the Corporation

Authorized by By-Law _____
passed the _____ day of
_____ 2022.

The Corporation of the Municipality of Brockton

By-Law 2016-077

Being A By-Law To Authorize the Corporation of the Municipality of Brockton to Enter Into An Agreement With the Corporation of the Town of Hanover.


Whereas, then Town of Hanover does provide fire protection for a portion of the Municipality of Brockton;

And Whereas the Council of the Corporation of the Municipality of Brockton deems it expedient to enter into an updated agreement with the Town of Hanover for the provision of this fire protection service.

Now Therefore the Council of the Corporation of the Municipality of Brockton hereby **Enacts as Follows**:

1. That the Corporation enter into an agreement with the Town of Hanover as outlined in Schedule "A" attached hereto and forming part of this by-law.
2. That the Mayor and CAO/Clerk be and are hereby authorized on behalf of the Corporation of the Municipality of Brockton to sign this agreement.
3. That By-Law 2005-032, By-Law 2010-70, and By-Law 2013-005 are hereby rescinded.

Read, Enacted, Signed and Sealed this 24th Day of October, 2016.



Mayor – David Inglis



CAO/Clerk – Debra Roth

THE CORPORATION OF THE TOWN OF HANOVER

BY-LAW NO. 2947-16


BEING a by-law to approve and authorize the execution of an agreement between the Municipality of Brockton and the Town of Hanover for the provision of fire protection service.

WHEREAS the Corporation of the Town of Hanover has agreed to enter into an agreement with the Municipality of Brockton to provide fire protection for a portion of the Municipality of Brockton;

NOW THEREFORE the Council for the Corporation of the Town of Hanover hereby enacts as follows:

1. **THAT** the Corporation of the Town of Hanover enter into an agreement with the Municipality of Brockton as outlined in Schedule 'A' attached hereto and forming part of this by-law.
2. **THAT** the Mayor and CAO/Clerk are hereby authorized on behalf of the Corporation of the Town of Hanover to sign the agreement.
3. **THAT** By-law 2470-05 is hereby rescinded.

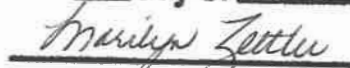
READ A FIRST, SECOND and THIRD TIME and FINALLY PASSED this 21st day of November, 2016.


Susan Paterson, Mayor


Brian Tocheri, CAO/Clerk

CERTIFIED A TRUE COPY
dated at the Town of Hanover

this 5th day of December, 2016


Deputy Clerk

MUNICIPAL FIRE PROTECTION AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWN OF HANOVER
(called "Hanover")

and

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON
(called "Brockton")

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 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 Hanover 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 Town of Hanover;

AND WHEREAS Brockton wishes to contract with Hanover for the purposes of receiving fire services within specified areas of Brockton from Hanover;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, Hanover and Brockton agree as follows:

1 DEFINITIONS AND SCHEDULES

1.1 In this Agreement,

1.1.1 "Fire Area" means the fire area(s) of Brockton as described in Schedule A hereto;

1.1.2 "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 "Fire Department" means the Fire Department of Hanover situated within the Town of Hanover;

1.1.4 "Fire Services" means those fire services, emergency response services and those other services that Hanover agrees to provide to Brockton, as more particularly described in Schedule B hereto.

1.1.5 "Long Duration Response" means situations where the Hanover Fire Department responds to a call out that requires the Department to provide services for a period of time greater than four (4) hours in duration.

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

1.2.1. Schedule A – Fire Area of Brockton

1.2.2. Schedule B – Fire Services

1.2.3. Schedule C – Brockton Bridges, Culverts and Limited Access Roads

1.2.4. Schedule D – Fees for Service

1.2.5. Schedule E – Specialty Rescues and Apparatus outside Mutual Aid Plan

1.2.6. Schedule F - Crossing of Jurisdictional Boundaries

1.2.7. Schedule G – Responses to Long Term Care and Retirement Facilities

2 **TERM**

2.1 This Agreement shall come into effect January 1, 2017 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 Brockton in the Fire Area specifically described in Schedule A.
- 3.2 Upon receiving a request from the Dispatch Provider the Fire Chief of Hanover will respond to the request for Fire Services in Brockton 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 Hanover or are unable to respond for any reason. In such cases, the Fire Chief shall institute the provisions of the Provincial 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 3.4 and 3.5.
- 3.4 Should in his or her sole opinion, the Fire Chief determine that additional assistance is required for the provision of Fire Services in the Fire Area of Brockton, the Fire Chief may request additional personnel, apparatus or equipment through Provincial Mutual Aid Agreements made in advance between municipalities agreeing to provide such services for the Fire Area of Brockton.

- 3.5 The parties agree that the Fire Chief is, pursuant to the designation referenced in section 4.6, the authority having jurisdiction as that 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 Brockton.
- 3.6 The Fire Chief will report in writing to Brockton 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.
- 3.7 The Fire Chief shall liaise with the Fire Chief of Brockton on issues relating to fire suppression in the Fire Area on a regular basis. The frequency of such meetings shall not be less than quarterly.

4 BROCKTON RESPONSIBILITIES

- 4.1 Brockton agrees the Brockton Fire Chief shall be responsible for providing any required information to the Hanover Fire Chief with respect to the Fire Services required.
- 4.2 Without limiting the generality of 4.1 above, the designated person for Brockton 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.
- 4.3 Brockton 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 Brockton 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 limit or exclude Fire Services where the use of these bridges, culverts or roads is required for the transportation of fire protection apparatus.
- 4.5 Brockton 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 Hanover Fire Department.
- 4.6 Brockton 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 that term is defined in the Fire Protection and Prevention Act.
- 4.7 Brockton agrees that, while in the Fire Area for the purposes of providing Fire Services, the 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.
- 4.8 Brockton shall take whatever action is appropriate and necessary to have the Fire Chief appointed as "Assistant to the Fire Marshal" for the Fire Area. Confirmation shall be provided to the Hanover Fire Chief as required.

5 FEES

- 5.1 In consideration of the Fire Services provided by Hanover to Brockton, Brockton agrees to pay Hanover the fees as more particularly set out in Schedule "E" 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, Brockton agrees that it will, upon presentation by Hanover of a written invoice(s) from any individual, service provider or municipality, pay the fees of the individual, service provider or municipality, notwithstanding the fact that those fees may be different or over and above the amounts charged by Hanover. These fees will be paid by Brockton in the manner set out in Schedule E hereto.
- 5.3 Brockton shall be responsible for the billing of any fees for fire department service that Brockton may charge within Hanover's coverage Fire Area.
- 5.4 The Municipality of Brockton shall receive funds recovered for services provided by the Fire Department in the Fire Protection Area. However, should the involvement of the Fire Department be a Long Duration Response, then the Municipality of Brockton shall provide the Municipality of Hanover with 30% of the funds received by the Municipality of Brockton for these extended duration call outs.
- 5.5 Hanover agrees to provide Technical Rescue Operations as per Schedule "E" at no additional fee to Brockton within the coverage area of Brockton. Hanover may request Brockton to invoice the Property Owner, Company or Person requiring the specialty rescue operations of the Hanover Fire Department.

6 LIABILITY AND INDEMNIFICATION

- 6.1 Hanover shall not be liable for any injury to Brockton, or to any officers, employees, agents, residents, occupants or visitors of Brockton or the Fire Area, or for any damage to or loss of property of Brockton, or of any officers, employees, agents, residents, occupants or visitors of Brockton 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 Brockton or for any decision made by the Fire Chief pursuant to section 3.3 of this Agreement.
- 6.2 Brockton 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 Brockton shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Hanover caused by or in any way related to the performance of this Agreement, subject to Clause 6.6.
- 6.5 Hanover shall save harmless and fully indemnify Brockton, 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, subject to Clause 6.6.

- 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 Brockton 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.

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 Brockton, 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 HEATH AND SAFETY AND INSURANCE ISSUES

- 8.1 Hanover agrees to provide sufficient insurance coverage for providing Fire Services for the Fire Area of Brockton. Hanover, upon request, shall provide Brockton with proof of such insurance coverage.
- 8.2 Hanover shall provide to Brockton, 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 Brockton 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 CAO's 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 CAO's 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 Brockton 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 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.
 - 9.1.5 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.

- 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, Brockton has paid Hanover in advance for the provision of Fire Protection Services, Hanover agrees that it will return, on a pro rata basis, any applicable amounts to Brockton as of the termination date.

11 GENERAL

- 11.1 Hanover and Brockton 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, or email and addressed or sent as specified below:

If to Hanover: The Corporation of the Town of Hanover, 341 10th Street,
Hanover Ontario N4N 1P5 or email btocheri@hanover.ca

If to Brockton: The Municipality of Brockton, P. O. Box 68, Walkerton
Ontario N0G 2V0 or e-mail droth@brockton.ca

- 11.3 If mail service is disrupted for any reason, notice shall be delivered or sent by facsimile or e-mail.

- 11.4 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:

11.4.1 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;

11.4.2 The third business day of the addressee after the date of mailing, if sent by mail; or

- 11.5 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.

- 11.6 In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail by the covenant, provision or term; and shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect while the necessary changes are being addressed.

- 11.7 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 Brockton, or of principal and agent or of partnership or joint venture between Hanover and Brockton, or between the officers, employees or agents of Hanover and Brockton.

- 11.8 Sections 6 and 7, and subsection 11.7 shall survive the termination or expiration of this Agreement.
- 11.9 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario and of Canada as applicable herein.
- 11.10 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.

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

HANOVER

Witness

Susan Patterson
(Authorized Signature)

Witness

[Signature]
(Authorized Signature)

Date: Nov 21, 2016

BROCKTON

Witness

Daniel D. Dyer
(Authorized Signature)

Witness

Debra B. Roth
(Authorized Signature)

Date: October 24, 2016

SCHEDULE “A” – FIRE AREA OF BROCKTON

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 Brockton, dated. The areas served by the Town of Hanover in the Municipality of Brockton shall be:

Within the Former the Township of Brant

- a) Southerly boundary of the former Brant Township, North to the Northerly boundary of the Third Concession – North of the Durham Road
- b) On the Southerly side of Bruce Road 4 properties lying on the east side of Maple Hill Road to the easterly boundary of Brockton – Lot 60 to Lot 74 Con. 3 SDR
- c) On the Northerly side of Bruce Road 4 properties lying on the east side of the Twenty-fifth Side Road to the easterly boundary of Brockton (Bruce Road 10). Lot 56 to Lot 74 Con. 3 NDR
- d) Coverage will also include the westerly side of Bruce Road 10 to Concession 4
- e) Coverage will include all Farms fronting opening on the roads within the said area.

Schedule "A" - Fire Area of Brockton



This map has been prepared by the Municipality of Brockton GIS Department for information, consultation, and discussion purposes only. The Municipality does not guarantee the accuracy or completeness of the contents and assumes no liability for any consequences arising out of anyone's use of, reliance on, the information depicted.
Date: October 20, 2016



0 0.25 0.5 1 Kilometers

SCHEDULE "B" – FIRE 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 Brockton.

"Fire Services" means a range of services designed to protect the lives and property of the inhabitants of the Fire Area of Brockton (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 trench rescue;
8. Assistance to the public and public utilities. The fire department shall attend and access 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.
9. Training of persons involved in the provision of fire protections services, rescue and emergency services and the delivery of all those services;
10. Emergency medical first response including defibrillation. Medical First Response will be provided:
 - 10.1 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.
 - 10.2 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; or
 - 10.3 For all calls that would normally require the expertise of fire services, such as but not limited to gas spills, hydro wires down, farm and industrial accidents.

SCHEDULE “C” – BROCKTON BRIDGES, CULVERTS AND LIMITED ACCESS ROADS

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 Brockton, dated *January 1, 2017*.

Schedule "C" - Brockton Bridges, Culverts, and Limited Access Roads



0 0.25 0.5 1 Kilometers

This map has been prepared by the Municipality of Brockton GIS Department for information, consultation, and discussion purposes only. The Municipality does not guarantee the accuracy or completeness of the contents and assumes no liability for any consequences arising out of anyone's use of, reliance on, the information depicted.
Date: October 20, 2016



SCHEDULE “D” – FEES

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 Brockton, dated *January 1, 2017*

FEE FOR SERVICE

The fee for service will be \$63,900 for 2017 with an annual increase equivalent to the Canadian Price Index each year after for the coverage area shown in “Schedule A” of the Fire Service Agreement. The fee for service will be invoiced annually by the Town of Hanover and will be payable upon receipt by the Municipality of Brockton.

Furthermore, the Municipality of Brockton shall pay to the Town of Hanover all costs associated with goods and services acquired under Section 3.4 and 3.5 of the Fire Service agreement within 30 days of the Town of Hanover providing an invoice for said goods or services. The Town of Hanover shall provide the Municipality of Brockton with a copy of all bills, receipts and invoices related to these applicable charges where possible.

SCHEDULE "E" – SPECIALTY SERVICES OUT SIDE MUTUAL AID

This is Schedule "E" to a Municipal Fire Protection Agreement dated January 1, 2017 between the Corporation of the Town of Hanover and the Corporation of the Municipality of Brockton.

SPECIALITY SERVICES NOT COVERED WITHIN THE MUTUAL AID AGREEMENT:

- a) SWIFT WATER RESCUE
- b) STATIC WATER RESCUE
- c) ICE WATER RESCUE
- d) CONFINED SPACE RESCUE
- e) ROPE RESCUE
- f) 78' QUINT APPARATUS

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

- A. The municipality requesting the assistance of the Hanover Fire Department for the specialty rescue services or apparatus, agrees to pay the Town of Hanover for the service provided.
- B. The Fire Department requesting assistance will remain in charge of the overall scene.
- C. The Fire Department requesting assistance will provide directions to the sight through Hanover Fire Department dispatch provider.
- D. The Hanover Fire Department will perform the task requested and provide the necessary equipment and man power to do so.
- E. The Fire Department requesting assistance agrees to pay upon receipt of the invoice, \$1,000 for the first hour and \$600 per hour for every subsequent hour or part thereof until Hanover is released and acknowledges to the dispatch provider that Hanover Fire Department is back in service.
- F. This Schedule does not apply to responses within the coverage area of Brockton "Schedule A" covered by the Hanover Fire Department.

SCHEDULE "F" – THE CROSSING OF JURISDICTIONAL BOUNDARIES

This is Schedule "F" to a Municipal Fire Protection Agreement dated January 1, 2017 between the Corporation of the Town of Hanover and the Corporation of the Municipality of Brockton.

Crossing Jurisdictional Boundaries on Emergency Response

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

- A. If a call is dispatched and known not to be in one's jurisdiction that the Officer-in-Charge will **immediately** inform their Dispatch Provider that the call is not within their jurisdiction and that they should dispatch the appropriate Fire Department.
- B. When responding to a call, and the call turns out to be in the other's jurisdiction, that when the Fire Department crosses into the other's jurisdiction:
 - 1. The Fire Department responding into the other's jurisdiction will immediately notify the Officer-in-Charge into whose jurisdiction they entered on the emergency response via their Dispatch Provider.
 - 2. Furthermore, that the responding Officer will relay through their Dispatch the nature of the call that they are responding to and the estimated time they will be at the incident if it is immediately known. If not, the Officer-in-Charge of the incident will update the Officer-in-Charge of the jurisdiction that they have entered through their Dispatch Provider, on the nature of the emergency and estimated time to complete the incident.
 - 3. At all times, the responding Fire Department will continue with life saving, fire suppression and rescue activities until relieved by the fire department in whose jurisdiction the incident occurs, or until termination of the incident.
 - 4. Radio communication can occur at this point between the respective Fire Departments.
- C. The Officer-in-Charge of the jurisdiction in which the incident has occurred will determine whether they will respond to the incident and assume command and control of the situation, or allow the Fire Department entering their jurisdiction to complete the call if it is of a short duration.

SCHEDULE "G" – LONG TERM CARE AND RETIREMENT FACILITIES

This is Schedule "G" to a Municipal Fire Protection Agreement dated January 1, 2017 between the Corporation of the Town of Hanover and the Corporation of the Municipality of Brockton.

Responding to Long Term Care and Retirement Facilities

Hanover:

1. Hanover Care Facility, 700 19th Avenue
2. Choice Living Facility, 326 12th Street
3. Village for Seniors - Revera, 101 10th Street
4. Hanover and District Hospital, 90 7th Avenue

Brockton:

1. Brucelea Haven, 41 McGivern Street West
2. Maple Court, 5 Fourth Street
3. South Bruce Grey Health Centre "Walkerton", 21 McGivern St. W.

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

- A. If a call is dispatched to a "Long Term Care or Retirement Facility" the Officer-in-charge will immediately inform their Dispatch Provider to request that the Municipality of Brockton's Walkerton Station be dispatched.
- B. When dispatched the Municipality of Brockton's Walkerton Station will stage on standby at their fire station and wait for further information from the officer in charge of the Hanover Fire Department.
- C. The Walkerton Fire Station will be ready to respond with one pumper and minimum of five (5) staff.
- D. Upon arrival the officer-in-charge will do a size up and advise the Walkerton Fire Station accordingly:
 - a. General fire alarm, nothing showing or staff acknowledges it is false. The Walkerton Station will be released.
 - b. On route or upon arrival either smoke or fire is showing the Walkerton Fire Station will be requested through dispatch to respond with one pumper and minimum five (5) staff.
 - c. The officer in charge will provide direction to the facility and assign the task.
- E. The Fire Department requesting assistance agrees to pay upon receipt of the invoice, a standby rate of \$200 per hour until released or requested to respond to the facility under Mutual Aid.
- F. Each Fire Department will provide the other with the opportunity to attend each facility making them familiar with the area and the best route to take.

Schedule "B" to Amending Agreement

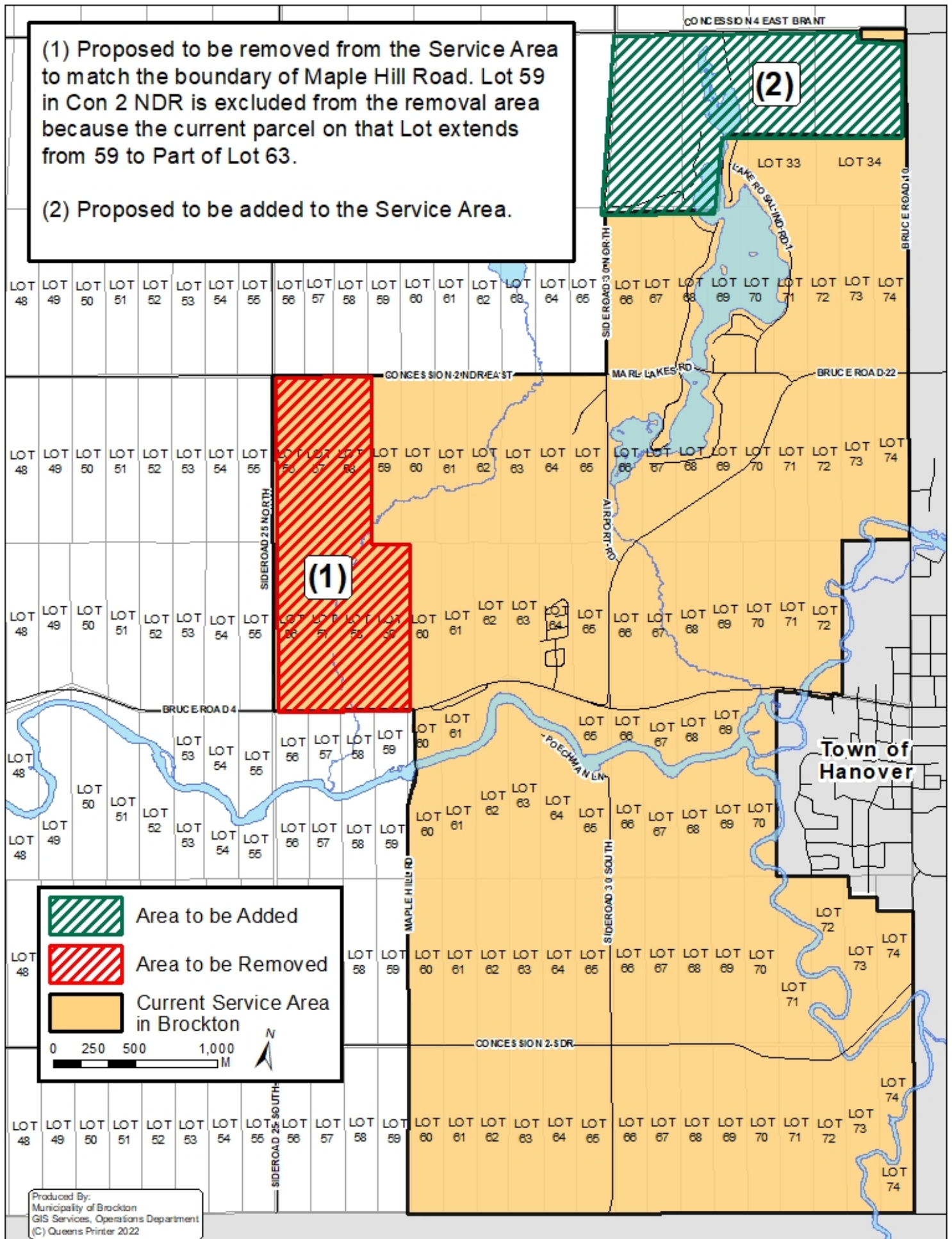
SCHEDULE "A" – FIRE AREA OF BROCKTON

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 Brockton, dated. The areas served by the Town of Hanover in the Municipality of Brockton shall be:

Within the Former the Township of Brant

- a) Southerly boundary of the former Brant Township (Municipality of Brockton), North to the south side of Concession 4 East Brant.
- b) On the Southerly side of Bruce Road 4 properties lying on the east side of Maple Hill Road to the easterly boundary of Brockton – Lot 60 to Lot 74 Con. 3 SDR.
- c) On the Northerly side of Bruce Road 4 properties lying on the east side of the Twenty-fifth Side Road and on the south side of Concession 2 NDR East to the easterly boundary of Brockton (Bruce Road 10). Lot 60 to Lot 72 Con. 1 NDR and Lot 59 to Lot 74 Con 2. NDR.
- d) On the Easterly side of Sideroad 30 North to the south side of Concession 4 East Brant – Lot 66 to 74 Con 3. NDR and Lot 31 to 34 Con 4. East Brant.
- e) Coverage will also include the westerly side of Bruce Road 10 to Concession 4 East Brant.
- f) Coverage will include all Farms fronting opening on the roads within the said area.

Schedule "A" - Fire Area of Brockton



Schedule "C" to Amending Agreement

SCHEDULE "E" – SPECIALTY SERVICES OUT SIDE MUTUAL AID

This is Schedule "E" to a Municipal Fire Protection Agreement dated January 1, 2017 between the Corporation of the Town of Hanover and the Corporation of the Municipality of Brockton.

SPECIALITY SERVICES NOT COVERED WITHIN THE MUTUAL AID AGREEMENT:

- a) SWIFT WATER RESCUE
- b) STATIC WATER RESCUE
- c) ICE WATER RESCUE
- d) ROPE RESCUE
- e) 78' QUINT APPARATUS

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

- A. The municipality requesting the assistance of the Hanover Fire Department for the specialty rescue services or apparatus, agrees to pay the Town of Hanover for the service provided.
- B. The Fire Department requesting assistance will remain in charge of the overall scene.
- C. The Fire Department requesting assistance will provide directions to the sight through Hanover Fire Department dispatch provider.
- D. The Hanover Fire Department will perform the task requested and provide the necessary equipment and man power to do so.
- E. The Fire Department requesting assistance agrees to pay upon receipt of the invoice, \$1,000 for the first hour and \$600 per hour for every subsequent hour or part thereof until Hanover is released and acknowledges to the dispatch provider that Hanover Fire Department is back in service.
- F. The Hanover Fire Department will continue to maintain the annual tanker shuttle accreditation currently in place for the agreed upon coverage area.
- G. This Schedule does not apply to responses within the coverage area of Brockton "Schedule A" covered by the Hanover Fire Department.