831/21



Date:	08/06/2021
Refer to:	Not Applicable
Meeting Date:	June 14, 2021
Action:	null
Notes:	COW - PS
Copies to:	

Corporation of the Township of Brock

Staff Report to the Mayor and Members of Council

From:	Rick Harrison
Position:	Fire Chief
Title / Subject:	Brock/Georgina Fire Protection Agreement
Date of Report:	June 8, 2021
Date of Meeting:	June 14, 2021
Report No:	2021-PS-11

1.0 Strategic Goal/Priority

To provide the citizens of Brock Township a safe, progressive, innovative and proactive Fire Department. Through a unified forward-thinking organization, we will create commitment to excellence through professionalism, honesty, integrity and respect for our customers and each other.

2.0 Issue / Origin

The present Fire Protection Agreement between the Township of Brock and the Town of Georgina expired on December 31, 2019.

3.0 Background

The Township of Brock and the Town of Georgina implemented a fire protection agreement in 2001. The designated area specified in the agreement is bound by Lakeridge Road to the west, Sideroad 17 to the east, Thorah Concession 1 to the north and Brock Concession 10 to the south.

The agreement was put in place to have Georgina Fire Department (Pefferlaw Station 1-8) automatically respond to fire department incidents within the designated area, due to the proximity of their fire station.

The designated area specified in the agreement consist of approximately 200 structures. In the past 6 years Georgina Fire Department has responded to approximately 21 fire department incidents within the designated area.

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The Georgina Fire Chief and the Brock Township Fire Chief over the past several months continuously discussed the implementation of a new agreement and the importance of negotiating a fair financial agreement in the best interest of the citizens of Brock Township.

Georgina Fire Department stressed the importance of maintaining a retainer (standby) fee in the agreement to assist in maintaining fire department equipment and staff to be readily available to serve the protection area to the best of their ability.

4.0 Analysis

Importance

Due to the geographical makeup of Brock Township, populations are mainly located within the three large communities of Sunderland, Cannington and Beaverton. To ensure coverage in some of the outlying areas of the community and to provide effective time related coverage a fire protection agreement with Georgina Fire Department is essential.

When an emergency occurs the residents of Brock Township deserve to receive the quickest response available to assist in preserving life and property. With the Pefferlaw fire station located in-close proximity to the designated area and securing an automatic response of the Pefferlaw fire station will most certainly assist in achieving the quick response requirement.

Services

Georgina Fire Department provides the following Fire Protection Services:

- Suppression of structure fires and related out buildings
- Suppression of grass and brush fires
- Suppression of motor vehicle fires
- Extrication services as a result of motor vehicle collision/accident
- Carbon monoxide calls, with reported symptoms
- Emergency medical services as per the Brock Township/Durham Region tiered response agreement

Fire Stations

The Town of Georgina fire station # 1-8, located @ in the town of Pefferlaw and is staffed with volunteer firefighters.

Pefferlaw Fire Station is approximately:

- 2 kilometers to Lakeridge Road & Regional Road 12
- 5.3 kilometers to Sideroad 17 & Regional Road 12
- 4.7 kilometers to Lakeridge Road & Brock Concession Road 10
- 9 kilometers to Highway 48 & Sideroad 17

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7 kilometers to Regional Road 23 & Thorah Concession 1

The Township of Brock fire station 8-2, located @ 30 Laidlaw Street South in the town of Cannington, also staffed with volunteer firefighters.

The Cannington Fire Station is approximately:

- 8.3 kilometers to Sideroad 17 & Regional Road 12
- 11.6 kilometers to Lakeridge Road & Regional Road 12

The township of Brock fire station 8-3, located 360 Bay Street in the town of Beaverton, also staffed with volunteer firefighters.

The Beaverton fire station is approximately:

- 9 kilometers to Highway 48 & Thorah Concession 1
- 10 kilometers to Highway 48 & Sideroad 17
- 8 kilometers to Regional Road 23 & Thorah Concession 1

Financial Obligation

Presently, the Township of Brock agrees to pay the Town of Georgina a retainer (standby) fee of \$8,000 per year, plus additional costs for fire department equipment responding to the incident as per the remuneration rate set by the Ministry of Transportation of Ontario.

It is important to note that the retainer (standby) fee has not been subject to a financial increase since 2012.

It is also important to note that the retainer (standby) fee is considerably less than the financial obligation of many other surrounding fire services for similar agreements with their neighbouring fire departments.

The Town of Georgina also agrees to pay the Township of Brock for fire department personnel and equipment attending a requested response within the municipal boundaries of the Town of Georgina as per the remuneration rate set by the Ministry of Transportation Ontario.



Previous Agreements

YEAR	RETAINER FEE	MTO RATE
2001 – 2010	\$4,000/year	\$350/hour/truck
2010 – 2011	\$4,000 upon signing \$2,000 July 2010 \$6,000 January 2011 \$2,000 July 2011	\$350/hour/truck
2012 – 2013	\$8,000	
2013 – 2016	\$8,000	\$350/hour/truck
2016 – 2019	\$8,000	\$450/hour/truck

Expenditures - 2015 - 2020

Retainer -	\$48,000
Responses -	\$18,021
Total -	\$66,021
6-year average expenditure -	\$11,003
Revenue – 2015 -2020	
Responses -	\$14,991
Total -	\$14,991
6-year average -	\$2,498

Proposed Fire Protection Agreement

Staff are proposing a six-year Fire Protection Agreement with a financial obligation as per the following:

YEAR	FEE FOR SERVICE	MTO RATE
2020	\$8,000	\$488.40/hour/truck
2021	\$8,000	\$488.40/hour/truck
2022	\$11,000	Not Known
2023	[`] \$13,000	Not Known
2024	\$14,000	Not Known
2025	\$15,000	Not Known

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5.0 Related Policies / Procedures

N/A

6.0 Financial / Budget Assessment

There will be an annual financial impact of the fire departments operational budget as outlined in the proposed Fire Protection Agreement.

7.0 Communications

N/A

8.0 Conclusion

THAT report 2021-PS-06 be received for information;

AND THAT staff receive direction to execute the Brock Township/Town of Georgina Fire Protection Agreement as outlined in this report.

Title	Name	Signature	Date
Click or tap here to enter text.			
Fire Chief	Rick Harrison	And	June 8, 2021
Chief Administrative Officer	Ingrid Svelnis	Bulles	June 8, 2021

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THIS AGREEMENT made in triplicate this

day of

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF BROCK

IN THE REGIONAL MUNICIPALITY OF DURHAM

OF THE FIRST PARTY

-AND-

THE CORPORATION OF THE TOWN OF GEORGINA

IN THE REGIONAL MUNICIPALITY OF YORK

OF THE SECOND PART

WHEREAS Municipalities may enter into Fire Protection Agreements for the supply of fire-fighting equipment and emergency services pursuant to the provisions of the *Fire Protection and Prevention Act*, S.O. 1997, c.4, as amended.

AND WHEREAS the Town of Georgina is adjacent to the Township of Brock.

AND WHEREAS Station 1-8, of the Town of Georgina, due to its closer proximity can provide Fire Protection services to the defined area of the Township of Brock with a shorter road response time than the Township of Brock.

AND WHEREAS the Corporation of the Township of Brock and the Corporation of the Town of Georgina hereto have agreed to enter into a Fire Protection Agreement, upon the following terms and conditions.

AND WHEREAS the term of this agreement shall be for a six (6) year period from the 1st day of January 2020 through to the 31st day of December 2025:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:

Section 1 - Definitions and Schedules

1.01 In this Agreement:

"Brock response area" means the area as defined in Schedule "A";

"Fire Protection Services" is as defined in Schedule "B";

"Response" means equipment and apparatus as defined in Georgina Fire response guideline by response type;

"Fire Chief' means the chief of a Municipal Fire Department or designate.

1.02 The following Schedules, attached, form part of this Agreement:

- (a) Schedule "A" Fire protection coverage area in Municipality of Brock
- (b) Schedule "B" Fire Protection Services
- (c) Schedule "C" Georgina Deployment Guideline

Section 2 - Term of Agreement

2.01 This Agreement shall remain in full force and effect from the 1st day of January 2020 through to the 31st day of December 2025.

, 2021.

It being understood and agreed upon that each party shall have the right to terminate this Agreement, annually, by giving the other party six (6) months written notice prior to the commencement of each subsequent year being January 1st for the life of this Agreement. Should either party not avail themselves in terminating the Agreement each year, it shall remain in force and effect for the life of the term indicated.

Section 3 - Town of Georgina Responsibilities

3.01 The Town of Georgina Fire Department agrees to provide fire protection services upon a requested response within the area described in Schedule "A" attached hereto and forming part of this Agreement.

3.02 The Town of Georgina Fire Department will notify The Township of Brock Fire Department, via Richmond Hill Communication upon a requested response within the area described in Schedule "A" to ensure they have been dispatched.

3.03 The fire protection services provided will be as outlined in Schedule "B".

3.04 Upon receiving the request the Town of Georgina Fire Department will respond to the Brock Township response area with the apparatus and equipment that would be deployed in accordance to Georgina Fire Department Resource Deployment Guideline, as per the description and details provided in Schedule "C".

3.05 Notwithstanding item 3.04 above, the Fire Chief for the Town of Georgina and/or his designate may be unable to supply fire protection services to the Brock Township fire area if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in the Town of Georgina or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response.

3.06 Every effort shall be made to have respective fire departments return to their own municipality as soon as possible.

Section 4 - Township of Brock Responsibilities

4.01 The Township of Brock Fire Department will make best and reasonable efforts to ensure that the defined area is identified in Oshawa Fire Computer Aided Dispatch and appropriate protocols in place to ensure timely dispatch of Georgina Fire Services through Richmond Hill Fire.

4.02 The Township of Brock Fire Department will notify The Town of Georgina Fire Department, via Richmond Hill Fire Communications, upon a requested response within the area described in Schedule "A" and within the boundaries of the Town of Georgina to ensure Georgina Fire has been dispatched.

4.03 The Township of Brock Fire Department may refuse to supply a requested response to the municipal boundaries of the Town of Georgina if such response personnel, apparatus or equipment are required in the town or elsewhere, under the provision of the Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of a requested response within the municipal boundaries of the Town of Georgina.

4.04 No liability shall attach or accrue to the Township of Brock by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services within the municipal boundaries of the Town of Georgina.

4.05 Every effort shall be made to have respective fire departments return to their own municipality as soon as possible.

Section 5 – Fees

- 5.01 The Township of Brock agrees to pay to the Town of Georgina:
 - A. A standby fee, for Fire Protection Services for attending a response within the area designated in Schedule "A" as herein provided by this Agreement, in the amount of \$8,000.00 payable by January 31st, 2020, which the standby fee will increase as follows:

YEAR	FEE FOR SERVICE	
2020	\$8,000	
2021	\$8,000	
2022	\$11,000	
2023	\$13,000	
2024	\$14,000	
2025	\$15,000	

B. For fire department personnel and equipment attending a fire within the area designated in Schedule A as per the remuneration rate set by the Ministry of Transportation of Ontario.

5.02 The Town of Georgina Fire Department agrees not to request payment from the Township of Brock for which remuneration from another party may be obtained.

5.03 The Town of Georgina agrees to pay the Township of Brock for fire department personnel and equipment attending a requested response within the municipal boundaries of the Town of Georgina as per the remuneration rate set by the Ministry of Transportation Ontario.

5.04 The Township of Brock Fire Department agrees not to request payment from the Town of Georgina for which remuneration from another party may be obtained.

Section 6 - Notice Provision

6.01 If not otherwise provided in this Agreement any notifications as may be required by the parties must be in written notices given to the other party pursuant to this Agreement and must be addressed:

in the case of notice to The Corporation of the Township of Brock

Fire Chief, 1 Cameron Street East. PO Box 10, Cannington, ON LOE 1EO

-and-

in the case of notice to The Corporation of the Town of Georgina

Fire Chief, 165 The Queensway South, Keswick, ON L4P 3S9

Section 7 – Liability and Indemnification

7.01 The Town of Georgina shall not be liable for any injury to The Township of Brock, or to any officers, employees, agents, residents, occupants or visitors of Township of Brock for any damage to or loss of property or injury of any officers, employees, agents, residents, occupants or visitors of Township of Brock caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to Township of Brock or for any decision made by the Fire Chief pursuant to section 3.05 of this Agreement.

7.02 The Township of Brock shall save harmless and fully indemnify The Town of Georgina 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 6.01 and such indemnification shall survive the termination of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Ontario as it relates to Fire Protection Services to the defined area described on Schedule "A".

IN WITNESS WHEREOF the Parties hereto have hereunder affixed their Corporate Seals by their hands and their duly qualified officers.

THE CORPORATION OF THE TOWNSHIP OF BROCK

THE CORPORATION OF THE TOWN OF GEORGINA

John Grant, Mayor

Margaret Quick, Mayor

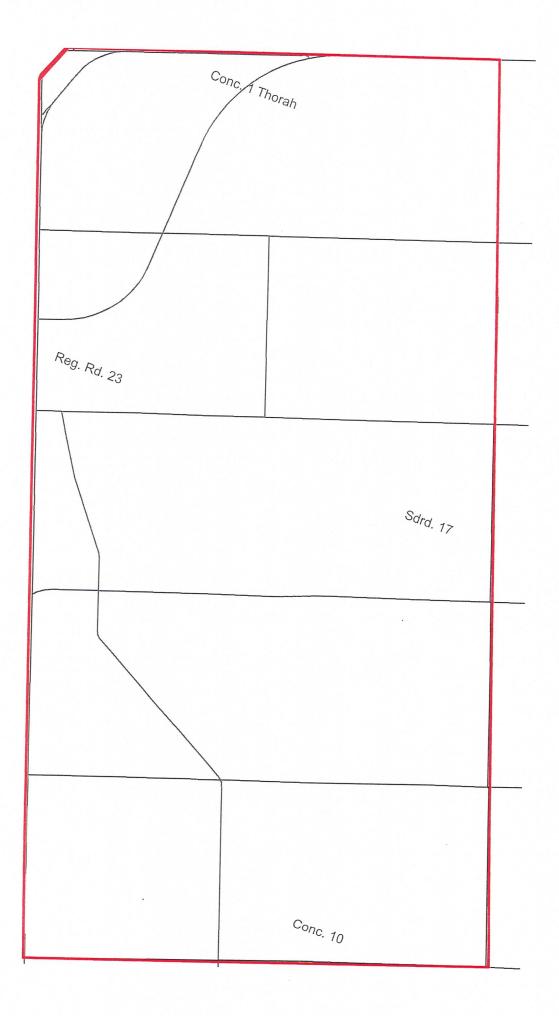
Ingrid Svelnis, CAO

Rachel Dillabough, Clerk

SCHEDULE "A"

The area within the Township of Brock for which the Town of Georgina, upon a requested response, shall provide fire protection services;

The area bounded on the South by Concession 10 of the Township of Brock, on the East by Side Road 17 of the Township of Brock, on the North by Thorah Concession 1, and on the West by the Town of Georgina.



SCHEDULE "B"

The Fire Department will provide the following Fire Protection Services:

- Suppression of structure fires and related out buildings;
- Suppression of grass and brush fires;
- Suppression of vehicle fires;
- Extrication services as a result of motor vehicle collision/accident;
- Carbon monoxide calls, with reported symptoms; and
 Emergency medical services as per the Brock Township/Durham Region tiered response agreement.

GEORGINA FIRE DEPARTMENT



STATION RESPONSE GUIDE

INCIDENT TYPE	STATION 1-4	STATION 1-6	STATION 1-8
APPLIANCE FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-8 Volunteers
BOMB THREAT	ST 1-4 Duty Crew CH 1-1 CH 1-2	ST 1-6 Duty Crew CH 1-1 CH 1-2	ST 1-6 Duty Crew CH 1-1 CH 1-2
BUILDING COLLAPSE	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
CHIMNEY FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-8 Volunteers
COMPLAINT (BURNING / OTHER)	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
CO DETECTOR WITH SYMPTOMS	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew Coverage Area OR ST 1-6 Duty Crew ST 1-8 Volunteers
CO DETECTOR NO SYMPTOMS	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
DUMPSTER FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
ELEVATOR RESCUE	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew

SCHEDULE "C"

INCIDENT TYPE	STATION 1-4	STATION 1-6	STATION 1-8
EXPLOSIONS	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers ST 1-6 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers ST 1-6 Volunteers OR ST 1-8 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-8 Volunteers ST 1-6 Volunteers
FLOODING	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
FIRE ALARM / SMOKE ALARM W / NO FIRE CONDITIONS	ST 1-4 Duty Crew	ST I-6 Duty Crew	ST 1-6 Duty Crew
FIRE ALARM	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-8 Volunteers
FIRE ALARM 43 The Queensway N. 190 Church St 121 Morton Ave. 155 Riverglen Dr. 605 Varney Rd 201 Fairwood 176 Glenwoods Av 25 The Queensway N 38 Thornlodge Dr. 213 Shorecrest Rd. 70 Biscayne 162 Carrick Av. 181 Glenwoods 262 Old Homestead Rd. 100 Biscayne 185 Glennwoods 961 Metro Rd N 2926 Old Homestead 233 Glenwoods 280 Terrace Dr 11 Chartwell 37 Wexford 6 Circle Ridge 3442 Ravenshoe 17 the Queensway S	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers		

SCHEDULE "C"

INCIDENT TYPE	STATION 1-4	STATION 1-6	STATION 1-8
FIRE ALARM 37 North St. 39 North St. 160 High St. 875 Lake Dr. East 857 Lake Dr. East	-	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers	
 111 Grew Blvd. 55 Hedge Road 5279 Black River Rd. 5147 Baseline Road 20798 Dalton Rd. 85 Fairpark Lane 895 Lake Dr E 2 West St 42 Southriver Rd 20 Northwood Rd 34 Garrette Dr 61 Alexander Blvd 1 Joel Ave 5693 Smith Blvd 81 Alexander 		ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers	
GRASS OR BRUSH FIRE DURING <u>MARCH, APRIL,</u> <u>MAY</u>	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-8 Volunteers
GRASS OR BRUSH FIRE OUT OF SEASON	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
HAZ MAT	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
HYDRO POLE FIRE / ARCING WIRES DOWN	ST 1-4 Duty Crew	ST I-6 Duty Crew	ST 1-6 Duty Crew Coverage Area OR ST 1-6 Duty Crew ST 1-8 Volunteers
ICE / WATER INCIDENT	ST 1-4 Duty Crew ST 1-6 Duty Crew CH 1-1 CH 1-2	ST 1-6 Duty Crew ST 1-4 Duty Crew CH 1-1 CH 1-2	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-8 Volunteers CH 1-1 CH 1-2

SCHEDULE "C"

INCIDENT TYPE	STATION 1-4	STATION 1-6	STATION 1-8
LIFT ASSIST	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
MEDICAL/EMS	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew Coverage Area OR ST 1-6 Duty Crew ST 1-8 Volunteers
MOTOR VEHICLE ACCIDENT	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
WASHDOWN	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
MUTUAL AID	ST I-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
NATURAL GAS LEAK/ FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
PROPANE TANK LEAK OR FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
SMALL FIRES	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
SMOKE/FIRE VISIBLE COMPLAINT	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-6 Duty Crew ST 1-4 Duty Crew	ST 1-6 Duty Crew ST 1-8 Volunteers
SMOKE VISIBLE IN STRUCTURE	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST I-6 Duty Crew ST I-4 Duty Crew ST I-6 Volunteers	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-8 Volunteers
STRUCTURE FIRE	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers ST 1-6 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-6 Volunteers ST 1-4 Volunteers	ST 1-6 Duty Crew ST 1-4 Duty Crew ST 1-8 Volunteers ST 1-6 Volunteers

INCIDENT TYPE	STATION 1-4	STATION 1-6	STATION 1-8
		OR ST 1-8 Volunteers	
UNKNOWN ODOUR	ST 1-4 Duty Crew	ST I-6 Duty Crew	ST 1-6 Duty Crew
VEHICLE LEAKING FUEL	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew
VEHICLE FIRE	ST 1-4 Duty Crew ST 1-4 Volunteers	ST I-6 Duty Crew ST 1-6 Volunteers	ST 1-6 Duty Crew ST 1-8 Volunteers
VEHICLE LOCK IN	ST 1-4 Duty Crew	ST 1-6 Duty Crew	ST 1-6 Duty Crew

	Snake Island	Fox Island	Georgina Island
Structure Fire	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST 1-4 Duty Crew ST 1-6 Duty Crew ST 1-4 Volunteers	ST 1-9 Volunteers
Smoke Visible From Main Land	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-4 Duty Crew ST 1-6 Duty Crew	ST 1-9 Volunteers
MEDICAL/EMS	ST I-4 Duty Crew	ST 1-4 Duty Crew	ST 1-9 Volunteers

DISPATCH NOTE: WHEN UNCERTAIN OF CALL LOCATION OR PROCEDURE TO DISPATCH CONTACT STATION 1-4 (905) 476-2332 OR (905) 476-5167 Or By Duty Crew Page Out

SHOULD YOU RECEIVE A SECOND CALL FOR A DISTRICT THAT IS AT INCIDENT PLEASE CONTACT THAT VEHICLE FOR DISPATCH DIRECTIONS PRIOR TO ADDITIONAL PAGE OUT.