

STAFF REPORT: Office of The Chief Administrative Officer

REPORT TO: Council
MEETING DATE: October 15, 2008
REPORT NO.: CAO.08.12
SUBJECT: Fire Protection Agreements with
the Municipalities of Grey
Highland and Meaford
PREPARED BY: Paul Graham,
Chief Administrative Officer

A. Recommendation

THAT Council authorize the Chief Administrative Officer to give written notice to both the Municipality of Grey Highlands and the Municipality of Meaford of the Town's intention to terminate the Fire Protection Agreement for each respective Municipality effective April 30, 2009; and,

THAT Council direct the Fire Chief to work directly with these two municipalities to ensure the timely transition of services such that, effective the end of April 2009, The Blue Mountains will no longer provide First Response Fire Protection for the relevant areas of Grey Highlands and Meaford; and,

FURTHER that Council request that all the parties concerned continue to work together on the delivery of fire services in the region by maintaining the Mutual Aid Agreements which are currently in place and extending those Mutual Aid Agreements to include the areas of Meaford and Grey Highlands which were the subject of the 1994 Agreements.

B. Background

In 1994, the Corporation of the Township of Collingwood entered into agreements with the Township of St. Vincent and the Township of Euphrasiato provide First Response Fire Services for a small area in each of those townships adjacent to the Township of Collingwood. I attach a copy of each Agreement to this Report.

On February 28, 2006, Fire Chief Ron Doherty forwarded a report to Finance and Administration Committee with the following recommendation that:

1. The Town of The Blue Mountains Fire Department continue to investigate available options regarding the existing Fire Protection Agreements with the Municipality of Grey Highlands and Meaford.

2. The Town of The Blue Mountains continue a dialogue with the Municipalities of Grey Highlands and Meaford to work toward a suitable arrangement regarding these Fire Protection Agreements.

I attach a copy of the February 28, 2006 Report to Finance & Administration Committee.

Following Fire Chief Doherty's Report to Finance & Administration Committee, there were several discussions with both Grey Highlands and Meaford. Progress was moving slowly, so on October 11, 2006, The Blue Mountains gave written notice to then CAO David Free of Meaford and then CAO Earl Evans of Grey Highlands of the Town's intention to invoke the provisions of the respective agreements to terminate the Fire Protection Agreements established in 1994. I attach a copy of these October 11 letters to both Meaford and Grey Highlands.

Our Fire Services is entering a new phase of its history where we now face challenges that limit our ability to provide Fire Response Fire Services to our neighbouring municipalities. Our Draft Fire Master Plan recommends that we terminate the agreements with Grey Highlands and Meaford for First Response Fire Protection.

As your Chief Administrative Officer, I recommend that we immediately give notice to the Municipalities of Grey Highlands and Meaford of our intention to terminate our service effective April 30, 2009. This timeframe is consistent with the six month termination clause in each agreement. The staff at each municipality is aware of the Town's need to terminate these agreements.

C. The Blue Mountains' Strategic Plan

Strategic Goal 2 entitled, "Addressing the Town's Municipal Infrastructure Needs" includes Action 7 which reads, "Develop a Long Range Plan for Emergency Facilities and Services".

This Strategic Action has led to the preparation of our draft Fire Master Plan which proposes the termination of these agreements with Meaford and Grey Highlands.

D. Environmental Impact

None

E. Budget Impact

Currently both Meaford and Grey Highlands pay The Blue Mountains for the fire services we are currently providing on an annual basis as outlined below:

Municipality of Grey Highlands	\$21,960
Municipality of Meaford	<u>5,580</u>
Total	\$27,540

With the termination of these Fire Service Agreements, The Blue Mountains revenue supporting the Fire Department will be reduced by approximately \$27,540 annual plus additional fees for each event. Historically these additional fees have been minimal.

F. Attached

1. 1994 Agreement between the Corporation of the Township of Collingwood and The Township of St. Vincent.
2. 1994 Agreement between the Corporation of the Township of Collingwood and The Township of Euphrasia
3. February 28, 2006 Fire and Emergency Services Staff Report S.R. FD.06.01 re Fire Protection Agreements, prepared by Fire Chief Ron Doherty.
4. October 11, 2006 Letter to Earl Evans, CAO, Municipality of Grey Highlands re Fire Protection Agreements
5. October 11, 2006 Letter to David Free, CAO, Municipality of Meaford re Fire Protection Agreements

Respectfully submitted,

J.P. (Paul) Graham, P. Eng
Chief Administrative Officer

For more information, please contact
Paul Graham
pgraham@thebluemountains.ca
519-599-3131 ext. 234

THIS AGREEMENT made in duplicate this 15th day of August, 1994

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF COLLINGWOOD
Hereinafter called the Party of the First Part

AND

THE CORPORATION OF THE TOWNSHIP OF ST. VINCENT
Hereinafter called the Party of the Second Part

WHEREAS the Party of the First Part maintains a Volunteer Fire Brigade and fire service equipment for the protection of property within the limits of the Corporation of the Township of Collingwood and the Police Village of Clarksburg.

AND WHEREAS the Parties hereto have agreed that the said Fire Brigade and equipment shall be employed as hereinafter mentioned for fire service purposes in certain parts of the Township of St. Vincent and the Party of the First Part has agreed to extend its services to such area upon conditions hereinafter mentioned:

1. The Party of the First Part agree that it will make its Fire Brigade and fire service equipment available to be employed for fire service purposes in that part of St. Vincent Township contained in Lots 1 to 7 inclusive in the First Concession of the said Township of St. Vincent on a first response basis.

2. Upon receiving a fire call the Collingwood Township Fire Department shall respond to the call, immediately notify the Meaford and District Fire Department of the said call and remain at the scene of the fire, unless it is deemed necessary that both brigades are required to bring the fire under control.

3. The Brigade shall at all times be under the direction and control of the Fire Chief or his Deputy or Officer in charge while proceeding to or from a fire and while engaged in fire servicing. The Fire Chief or his Deputy or Officer in charge shall be responsible for the use of the fire service equipment that they shall deem necessary and the equipment to be made available shall include such fire service equipment as may be necessary and available.

4. The Fire Chief, his Deputy, or the Officer in Charge shall have the right to employ as many volunteer Firemen as may be required.

5. When a call for help is made, the person receiving the call shall, if possible, obtain the name of the person calling. However, should this not be possible, the Brigade shall nevertheless attend the call except as hereinafter mentioned.

6. The Brigade shall have the right to refuse to answer a call under the following conditions namely:

(a) That the roads to the fire are impassable because of snow, mud or other obstruction.

(b) That at the time a call is received from anyone in the Township of St. Vincent, the fire equipment is then in use fighting a fire in the Township of Collingwood or the Village of Clarksburg or in any area for which the Brigade is liable whereupon only such equipment and men as may be spared shall be provided to answer the call and such decision shall be the sole responsibility of the Fire Chief or his Deputy or Officer in charge. The said Fire Chief or his Deputy or Officer in charge should they consider that no equipment from the Township of Collingwood is available, shall have the right to engage a Fire Brigade from another Municipality to answer the call in St. Vincent and any payment made to such Brigade shall be made by the Party of the Second Part.

(c) That should the Fire Chief or his Deputy or Officer in charge consider that a fire they are fighting in St. Vincent Township is getting beyond control and that by calling a Brigade from another Municipality, the fire may be brought under control or assist in protecting adjacent or neighbouring properties, the said Fire Chief or his Deputy or Officer in charge may call for such assistance and any payment made for the additional Brigade shall be made by the Party of the Second Part.

7. The Party of the First Part agrees to keep its equipment and Brigade up to a satisfactory standard.

8. The Party of the Second Part agrees to make payment according to the following schedule:

(a) An annual standby fee payable semi-annually, calculated as follows:

January 1st - 50% of the "net fire protection cost per unit", calculated by dividing the total net fire protection budget amount of the current year by the total number of units (residential and commercial, Collingwood Township, Euphrasia Township, and St. Vincent Township)

July 1st - 50% of the "net fire protection cost per unit"

(b) A fee of \$1000.00 for each apparatus of Collingwood Township Volunteer Fire Brigade responds to a call to the Township of St. Vincent, in addition to the above fee for fire fighting equipment, payment for the volunteer firemen shall be at the then current rate payable to the firemen in accordance with the latest resolution passed by the Council of the Corporation of the Township of Collingwood setting the rate of pay to the firemen. Pay time shall be from the time the men leave the Firehall in Clarksburg until their return. Necessary invoicing of this section will be submitted monthly and be payable monthly.

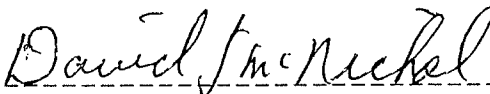
9. This Agreement shall have full force and effect as and from the first day of July, 1994 and shall continue annually until it is altered by agreement in writing or until it should be terminated by the Corporation of the Township of Collingwood or the Corporation of the Township of St. Vincent giving to the other six months notice in writing of its intention to terminate the Agreement and upon such termination all liabilities and obligations under the Agreement shall cease.

10. It is understood and agreed that the Township of St. Vincent shall, forthwith upon the issuance of a building permit for new construction of any of the lots hereinbefore referred to, notify the Fire Chief of the Township of Collingwood and forward to the said Chief such information as he may from time to time require.

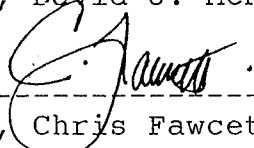
11. It is the intention of the Parties hereto to review this agreement every two years while it is in force and alter it if necessary.

IN WITNESS WHEREOF the said Parties hereto have hereunto set their respective Corporate Seals.

THE CORPORATION OF THE TOWNSHIP
OF COLLINGWOOD




Reeve, David J. McNichol




Clerk, Chris Fawcett

THE CORPORATION OF THE TOWNSHIP OF
ST. VINCENT



Reeve



Clerk

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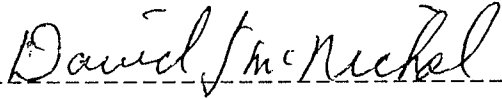
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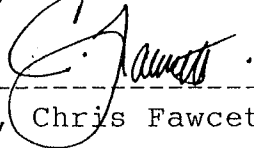
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THE CORPORATION OF THE TOWNSHIP
OF COLLINGWOOD




Reeve, David J. McNichol




Clerk, Chris Fawcett

THE CORPORATION OF THE TOWNSHIP OF
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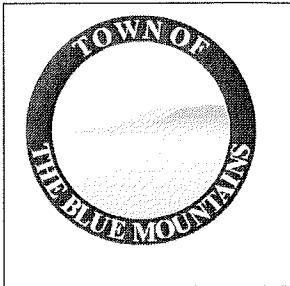


Reeve



Clerk

STAFF REPORT: Fire and Emergency Services



REPORT TO: Finance & Administration Committee
MEETING DATE: Tuesday Feb. 28, 2006
REPORT NO.: S.R. FD . 06 . 1
SUBJECT: Fire Protection Agreements
PREPARED BY: Fire Chief Ron Doherty

A. RECOMMENDATIONS

THAT this Department recommends that:

1. The Town of The Blue Mountains Fire Department continue to investigate the available options regarding the existing Fire Protection Agreements with the Municipality of Grey Highlands and Meaford.
2. The Town of the Blue Mountains continue a dialogue with the Municipalities of Grey Highlands and Meaford to work toward a suitable arrangement regarding these Fire Protection Agreements.

B. BACKGROUND

Recently the Blue Mountains Fire Department has faced challenges in maintaining adequate staffing at both stations. While Station 2 is the most affected by these staffing difficulties (currently six firefighters below complement), the reduced manpower availability affects the whole department. In response to this shortage, the department has begun to deploy crews from both stations to major calls, particularly when the call is in the Blue Mountain Village area. While this type of policy is common in larger city departments, it is made more difficult in a large urban/rural area such as the Town of the Blue Mountains.

Under normal circumstances, it would be no problem to pull crews from one station to back up the other station in the case of a major incident. Obviously it would be a challenge in the case of simultaneous incidents at both ends of the municipality. It would be an even greater challenge if a major emergency situation were to occur in the town while the department was responding outside town boundaries for either a mutual aid request or a response to an area protected under a Fire Protection Agreement with another municipality.

In response to this manpower situation, the fire department has been investigating ways to maximize the manpower we currently have. One of the options being investigated is discontinuing the existing FPAs with the municipality of Grey Highlands. Under this agreement, The Blue Mountains Fire Department responds to calls in a large portion of the former Euphrasia Township. The department responds to an average of only 2 calls per year under this agreement, and bills an average of roughly \$8400.00 / year, plus an annual stand-by fee of \$19,500.00.

At first glance these numbers seem insignificant. If we are only responding to 2 emergency calls per year there does not seem to be any real issue. However, there is the real potential for a serious problem if a major emergency were to occur while crews were responding to a call outside the municipality. For example, if the department were to respond to a structure fire in Grey Highlands, all of the resources (manpower and equipment) from Station 1 would be committed to that call. If we then received a call for a fire in the Town of The Blue Mountains, Station 2 would respond to that call, a situation which creates several problems:

- The first problem is that Station 2 is currently able to respond with only a minimum of manpower due to staffing shortages. This could put responding personnel in the dangerous position of attempting to fight a structure fire with fewer than the NFPA-recommended staffing complement of 10. Station 1 crews, normally expected to supply back-up personnel, would have to remain committed to the first call and so would be unable to assist.
- The response time to any location other than the Blue Mountain Village or the north-eastern portion of the town is going to be significantly longer than if Station 1 crews were responding. A response from Station 2 to the Village of Thornbury, for example, would take between 15 and 20 minutes for crews to arrive on scene.
- Because all of the department's resources are now committed, the rest of the town is essentially unprotected. If a third emergency were to occur, we would be unable to respond. Normally we could request assistance through the Mutual Aid program, however in this case we would be ineligible for mutual aid assistance because we are responding to a call under a fee-for-service Fire Protection Agreement. Our only option at this point would be to request assistance from a neighboring municipality on a fee-for service basis. This option is not only expensive; it may result in a significantly delayed response from the other municipality as the necessary approvals are obtained.

One of our concerns in investigating the option of discontinuing this agreement is that we do not want to see the residents of the area covered by the agreement left without adequate fire protection or facing unreasonable response times. We compared our response times to the time it would take for Grey Highlands fire crews to respond from either the Flesherton or Markdale fire stations. The following table shows the results

RESPONSE	DISTANCE	RESPONSE TIME
Blue Mountains Station 1 to Page Cres.	20.6 km	17 minutes
Flesherton Fire Station to Page Cres.	18.9 km	15 minutes
Markdale Fire Station to Page Cres.	21.5 km	14 minutes
Blue Mountain Station 1 to Euphrasia - Artemesia Townline Rd	27.8 km	22 minutes
Flesherton Station to Euphrasia - Artemesia Townline Rd	11.7 km	10 minutes
Markdale Station to Euphrasia - Artemesia Townline Rd	13.4 km	12 minutes
Blue Mountains Station 1 to Heathcote	10 km	9 minutes
Flesherton Station to Heathcote	29 km	23 minutes
Markdale Station to Heathcote	31 km	20 minutes
Blue Mountains Station 1 to Christie Beach RD	7.3 km	5 minutes
Meaford F.D. to Christie Beach Rd.	9.3 km	7 minutes

Table 1 – Response Times

Under the current arrangement, our response time to the northern part of the covered area is roughly 10 minutes, while our response time to the southern part of the area is about 22 minutes. If this area were covered by Grey Highlands fire stations, the response time to the northern part of the area would be around 25 minutes, while response to the southern part of the area would be about 10 minutes. Under either arrangement the average response time would be about the same. These response times reflect the estimated drive-time only. The actual alarm to arrival times will be up to five minutes longer, meaning that from the call is made until crews arrive on scene will range from 15 – 30 minutes. These response times are generally considered to be unacceptable and necessitate additional fire prevention activities. These activities are not provided by the Blue Mountains Fire Department under the current agreement.

A similar situation exists in the former St. Vincent Township, where we currently cover a small area under a separate Fire Protection Agreement with the Town of Meaford. Here our response time is in the 5 to 7 minute range. The same area could be covered by the Meaford Fire Department, with response times of 7 to 9 minutes.

The draft version of the Fire Service Master Plan, being completed by MMM Consulting, identifies the discontinuation of existing Fire Protection Agreements with neighboring communities as one way of addressing the manpower shortage situation.

In conclusion, these results show that it is possible to discontinue the existing Fire Protection Agreement with the municipality of Grey Highlands without significantly changing the level of fire protection currently offered to the residents of the affected areas. The same average response time could be provided by the Grey Highlands fire stations at Flesherton and Markdale. Similarly, the Meaford Fire Department could offer

comparable coverage to the residents of the former St. Vincent Township. The economic impact of the existing agreements is small compared with the potential cost of a major emergency occurring while our fire crews are committed outside the municipality. Discontinuing the existing agreement would help the fire department to cope with the current manpower shortages. While this issue will require more study, initial investigation shows that discontinuing these Fire Protection Agreements appears to be a viable option.

Respectfully submitted,

Signature



Town of The Blue Mountains

Box 310, 26 Bridge Street E., Thornbury, ON N0H 2P0

Tel: (519) 599-3131 / Fax: (519) 599-7723

email: info@town.thebluemountains.on.ca

website: www.thebluemountains.ca

FILE COPY

October 11, 2006

Earl Evans, CAO
Municipality of Grey Highlands
PO Box 409
206 Toronto Street S.
Markdale, ON N0C 1H0

Dear Earl:

Re: Fire Protection Agreements

Earlier this year, the Town of The Blue Mountains began investigating the possibility of discontinuing the existing Fire Protection Agreements with the Municipalities of Grey Highlands and Meaford. The position of The Blue Mountains Fire Department is that, for a variety of reasons including a manpower shortage and increased growth, the current agreements are no longer practical.

At our April 27th meeting, the fire protection agreements between the Town and the Municipalities of Meaford and Grey Highlands were discussed. At that time, it was decided that more research was needed before a decision could be made. Seven locations were identified as indicated on the attached map and each fire department was to determine the response distance from their appropriate fire station to these points in order to determine the impact of the changes on the residents of the affected areas.

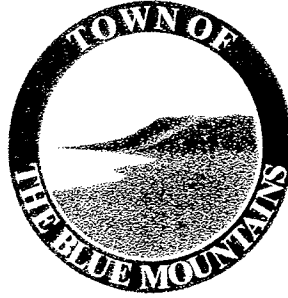
The response distances to these points from The Blue Mountains Fire Station # 1 are as follows:

Map point 1	Heathcote	9.8 km
Map point 2	18 th Sideroad	12.9 km
Map point 3	Sideroad 10D	18.5 km
Map point 4	3 rd Line C	15.7 km
Map point 5	Grey 40 & 3 rd Line D	10.0 km
Map point 6	Dinsmore Cres	8.3 km
Map point 7		6.2 km

These figures show that our response distances in many cases are significant. It should be noted that the map points selected are all in the north or

FIRE DEPARTMENT

Stn. #1, Thornbury
P. O. Box 548, 496916 Grey Rd. #2
Thornbury, Ontario N0H 2P0
Emergency 911
Business (519) 599-5411
Fax (519) 599-2556



Teed Hall, Craigleith
P. O. Box 3282, R.R. #3
Collingwood, Ontario L9Y 3Z2
Emergency 911
Business (705) 444-2244
Fax (705) 444-0739

MEMO

DATE: May 16, 2006

TO: Steve Nickels, Fire Chief, Meaford
Ken MacArthur, Fire Chief, Markdale
Dave Kell, Fire Chief, Flesherton
Rob Collins, Deputy Fire Chief, Town of The Blue Mountains

FROM: Ron Doherty, Fire Chief, Town of The Blue Mountains

RE: Fire Service Agreements - Coverage areas

As per the last meeting with our three municipalities, a map with red dots was drawn up for distances and times to these locations from Meaford Fire Department, Markdale Fire Department, Flesherton Fire Department and Town of the Blue Mountains Fire Department.

Has there been any headway toward this end. If not please advise a date and time that we can all agree on in order to complete this task. Rob Collins, Deputy Chief will be the contact person for the Town of The Blue Mountains.



Town of The Blue Mountains

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website: www.thebluemountains.ca

October 11, 2006

FILE COPY

David Free, CAO/CFO
Municipality of Meaford
21 Trowbridge Street, W.
Meaford, ON N4L 1A1

Dear David:

Re: Fire Protection Agreements

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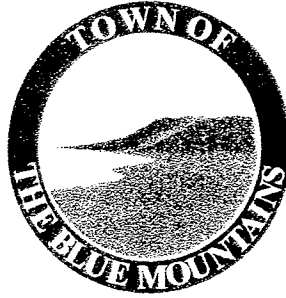
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