



## GODERICH FIRE COMMITTEE

Tuesday, January 7, 2025

2:00 PM

---

	Pages
1. CALL TO ORDER	
2. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF	
3. APPROVAL OF THE AGENDA AND ADOPTION OF THE MINUTES	
3.1 Approval of the Agenda	
Moved by: _____	
Seconded by: _____	
That the Goderich Fire Committee hereby accepts the January 7, 2025 agenda, as presented.	
3.2 Adoption of the Minutes	3
Moved by: _____	
Seconded by: _____	
That the Town of Goderich Fire Committee hereby adopts the January 26, 2024 minutes, as printed.	
4. DEPUTATIONS AND PETITIONS	
5. NEW AND GENERAL BUSINESS	
5.1 2025 Draft Fire Department Budget	6
Moved by: _____	
Seconded by: _____	
That the Fire Committee approve the draft 2025 Fire Department Budget, as presented.	
5.2 Rescue #12 Replacement	10
5.3 Fire Marque Agreement	12

**6. POSSIBLE CLOSED SESSION MEETING MATTERS**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

That the Goderich Fire Committee rises at PM and go into Closed Session pursuant to Section 239(2)(d).

And Further That Chief Administrative Officer, Janice Hallahan, Deanna Hastie, and Deputy Clerk (Records Management Clerk), Amanda Banting, remain in attendance.

**6.1 Proposed Compensation Framework**

Section 239 (2)(d) Labour Relations or Employee Negotiations

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

That the Goderich Fire Committee rise and come out of Closed Session at PM.

**7. REPORTING OUT OF CLOSED SESSION**

**8. PRESS REPORTERS AND CITIZENS QUESTION & ANSWER PERIOD**

**9. NEXT MEETING**

At the call of the Chair.

**10. ADJOURNMENT**

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

That there being no further business, the meeting adjourns at PM.



**Fire Committee**

**Friday, January 26, 2024  
10:00 AM**

Present Michael Russo, Chair and Central Huron Representative  
Anita Snobelen, Ashfield-Colborne-Wawanosh Representative  
Liz Petrie, Acting Chair and Goderich Representative  
Leah Noel, Goderich Representative  
Randy Carroll, Goderich Representative

Staff Present Janice Hallahan, Chief Administrative Officer  
Deanna Hastie, Director of Corporate Services/Treasurer  
Andrea Rowntree, Administrative Assistant to the Chief  
Administrative Officer and Director of Legislative Services/Clerk

---

**1. CALL TO ORDER**

Moved By: Member Snobelen  
Seconded By: Member Carroll

That Liz Petrie be appointed as Chair for the Fire Committee meeting on January 26, 2024.

**CARRIED**

**2. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

**3. APPROVAL OF THE AGENDA AND ADOPTION OF THE MINUTES**

3.1 Approval of the Agenda

Moved By: Member Carroll  
Seconded By: Member Snobelen

That the Goderich Fire Committee hereby accepts the January 26, 2024, Agenda, as presented.

**CARRIED**

3.2 Adoption of the Minutes

Moved By: Member Snobelen  
Seconded By: Member Noel

That the Town of Goderich Fire Committee hereby adopts the October 24, 2023, Minutes, as printed.

**CARRIED**

**4. DEPUTATIONS AND PETITIONS**

**5. NEW AND GENERAL BUSINESS**

5.1 2024 Draft Budget

5.1.1 Fire Department 2024 Draft Budget

Director of Corporate Services/Treasurer Deanna Hastie, and Fire Chief Jeff Wormington review the Fire Department 2024 Draft Budget with the Committee. The Director of Corporate Services recommends the potential of increasing the annual capital contribution in the future.

Member Noel inquires about the possibility of offsite storage at another Town-owned facility, instead of building a storage shed. Fire Chief Wormington will bring back a report regarding existing facilities for fire storage at the next Fire Committee based on recommendation. The Fire Committee has amended the budget as required by taking out the \$50,000.00 for the offsite storage facility.

Moved By: Member Carroll  
Seconded By: Member Noel

That the Fire Committee approve the 2024 Fire Department Draft Budget, as amended.

**CARRIED**

5.1.2 Fire Reserve Fund

**6. POSSIBLE CLOSED SESSION**

In the event that the Goderich Fire Committee enters into a Closed Session pursuant to Section 239 (2) of the Municipal Act, the Goderich Fire Committee will reconvene following the Closed Session at which time the public and press may be present.

**7. REPORTING OUT OF CLOSED SESSION**

**8. PRESS REPORTERS AND CITIZENS QUESTION & ANSWER PERIOD**

**9. NEXT MEETING**

At the call of the Chair

**10. ADJOURNMENT**

Moved By: Member Noel  
Seconded By: Member Carroll

That there being no further business, the meeting adjourns at 10:45 AM.

**CARRIED**

---

ACTING CHAIR, Liz Petrie

---

SECRETARY, Janice Hallahan

			2023 Actual	2024 Budget	2024 Actual	2025 Budget	Budget Change
		<b>REVENUES</b>					
						<b>To mid December</b>	
01	1400	51052 Ontario Grants				\$ (8,592.00)	\$ (8,592.00)
01	1400	51440 Other Municipalities - Share of Costs	\$ (374,779.69)	\$ (418,020.00)	\$ (418,020.00)	\$ (543,470.00)	\$ (125,450.00)
01	1400	52140 Fire inspections	\$ (1,625.00)	\$ (1,600.00)	\$ (1,400.00)	\$ (1,600.00)	\$ -
01	1400	52350 Call outs	\$ (3,801.21)	\$ (4,000.00)	\$ (8,087.48)		\$ 4,000.00
01	1400	54500 Donations	\$ (5,900.00)		\$ (11,600.00)		\$ -
01	1400	55790 Miscellaneous recoveries	\$ (5,076.98)			\$ (3,500.00)	\$ (3,500.00)
01	1400	61054 Sale of Vehicles	\$ (22,015.00)				\$ -
01	1400	62222 Proceeds - Reserve Fund Loan	\$ (373,454.11)	\$ (85,000.00)	\$ (86,667.72)	\$ (950,000.00)	\$ (865,000.00)
01	1400	69100 Transfer from Reserve Funds	\$ (20,469.27)			\$ (80,000.00)	\$ (80,000.00)
		<b>TOTAL REVENUES</b>	\$ (807,121.26)	\$ (508,620.00)	\$ (525,775.20)	\$ (1,587,162.00)	\$ (1,078,542.00)
		<b>EXPENDITURE</b>					
01	1400	71000 Salaries	\$ 215,703.81	\$ 266,131.00	\$ 235,736.69	\$ 392,397.00	\$ 126,266.00
01	1400	71010 Salaries-Caretaking	\$ 13,896.24	\$ 11,654.00	\$ 16,220.01	\$ 17,449.00	\$ 5,795.00
01	1400	71035 Contract Services ( dispatch )	\$ 35,439.44	\$ 38,053.00	\$ 36,465.32	\$ 38,543.00	\$ 490.00
01	1400	71500 Benefits	\$ 55,047.59	\$ 54,728.00	\$ 48,194.04	\$ 113,170.00	\$ 58,442.00
01	1400	71510 Benefits-Caretaking	\$ 3,979.02	\$ 3,328.00	\$ 5,074.49	\$ 4,269.00	\$ 941.00
01	1400	72000 Building - R&M	\$ 60,123.16	\$ 52,200.00	\$ 48,666.28	\$ 5,000.00	\$ (47,200.00)
01	1400	72030 Utilities - Hydro	\$ 3,373.20	\$ 3,200.00	\$ 2,168.53	\$ 3,300.00	\$ 100.00
01	1400	72031 Utilities - Gas	\$ 5,459.19	\$ 4,200.00	\$ 3,148.46	\$ 5,400.00	\$ 1,200.00
01	1400	72032 Utilities - Water	\$ 1,584.54	\$ 1,300.00	\$ 1,202.02	\$ 1,500.00	\$ 200.00
01	1400	72033 Utilities - Sewage	\$ 1,304.07	\$ 1,100.00	\$ 999.23	\$ 1,300.00	\$ 200.00
01	1400	72200 Mach and Equip - R&M	\$ 29,309.15	\$ 27,850.00	\$ 35,235.74	\$ 83,240.00	\$ 55,390.00
01	1400	72300 Vehicle - R&M	\$ 15,109.78	\$ 18,500.00	\$ 19,134.04	\$ 15,000.00	\$ (3,500.00)
01	1400	72330 Vehicle - Gas	\$ 22.24	\$ 200.00	\$ 1,322.94	\$ 1,500.00	\$ 1,300.00
01	1400	72335 Vehicle- Diesel/Propane	\$ 5,822.68	\$ 5,000.00	\$ 3,247.15	\$ 5,000.00	\$ -
01	1400	72340 Vehicle - Licences	\$ 2,752.44	\$ 3,000.00	\$ 2,709.20	\$ 3,000.00	\$ -
01	1400	72900 Small Tools	\$ 462.89	\$ 1,000.00	\$ 220.70	\$ 1,000.00	\$ -
01	1400	73000 Supplies (Foam)	\$ 716.12	\$ 1,600.00	\$ 1,262.41	\$ 1,600.00	\$ -
01	1400	73100 Office Supplies	\$ 1,002.74	\$ 4,000.00	\$ 3,035.95	\$ 2,500.00	\$ (1,500.00)
01	1400	73120 Telephone/Internet	\$ 6,520.25	\$ 5,700.00	\$ 5,884.32	\$ 5,700.00	\$ -
01	1400	73130 Courier	\$ 703.84	\$ 700.00	\$ 227.73	\$ 300.00	\$ (400.00)
01	1400	73140 Books & Periodicals	\$ 157.44		\$ 756.33		\$ -
01	1400	73160 Software	\$ 2,566.90	\$ 3,500.00	\$ 4,645.36	\$ 9,605.00	\$ 6,105.00
01	1400	73205 Bank interest/borrowing charges	\$ 18,021.81	\$ 24,892.00	\$ 23,687.71	\$ 22,400.00	\$ (2,492.00)
01	1400	73310 Clothing and Safety Apparel	\$ 24,920.40	\$ 30,160.00	\$ 12,740.51	\$ 42,996.00	\$ 12,836.00
01	1400	73400 Advertising, Signs & Posters	\$ 786.77	\$ 1,000.00	\$ 1,186.52	\$ 500.00	\$ (500.00)
01	1400	73500 Education/Inspections-Fire Safety Officer		\$ 1,000.00	\$ -		\$ (1,000.00)
01	1400	73600 Conference - Registration	\$ 1,272.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -
01	1400	73601 Conference - Accomodations	\$ 630.80	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
01	1400	73602 Conference - Travel	\$ 448.46				\$ -
01	1400	73603 Conference - Meals		\$ 500.00	\$ -		\$ (500.00)
01	1400	73610 Training - Registration	\$ 1,295.00	\$ 24,680.00	\$ 6,016.26	\$ 5,680.00	\$ (19,000.00)
01	1400	73611 Training - Accomodations					\$ -
01	1400	73612 Training - Travel, parking and taxi	\$ 623.38	\$ -	\$ 21.21	\$ 500.00	\$ 500.00
01	1400	73613 Training - Meals			\$ 253.79	\$ 250.00	\$ 500.00
01	1400	73750 Other Professional Services			\$ 227.66		\$ -
01	1400	73780 Association Membership	\$ 274.75	\$ 300.00	\$ 274.75	\$ 300.00	\$ -
01	1400	73785 Mutual Aid - Goderich Only	\$ 2,537.98	\$ 1,200.00	\$ 2,187.07	\$ 1,200.00	\$ -
01	1400	77350 Travel	\$ 1,610.10	\$ 1,500.00	\$ 246.47	\$ 500.00	\$ (1,000.00)

				2023 Actual	2024 Budget	2024 Actual	2025 Budget	Budget Comparison
01	1400	77400	Miscellaneous	\$ 2,648.20	\$ 3,200.00	\$ 780.45	\$ 3,200.00	\$ -
01	1400	77450	Insurance	\$ 21,770.90	\$ 25,725.00	\$ 10,584.90	\$ 26,500.00	\$ 775.00
01	1400	78001	Principal Repayment	\$ 95,000.00	\$ 85,108.00	\$ 85,108.00	\$ 87,600.00	\$ 2,492.00
01	1400	78200	Transfer to Reserve Fund	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 40,000.00
01	1400	79000	Hydrant Maintenance/Rental	\$ 146,885.37	\$ 147,000.00	\$ 146,885.37	\$ 154,000.00	\$ 7,000.00
01	1400	81005	Capital - Equipment & Machinery				\$ 80,000.00	\$ 80,000.00
01	1400	82001	Capital - Building	\$ 20,469.27				\$ -
01	1400	84000	Capital - Vehicles	\$ 373,454.11	\$ 85,000.00	\$ 86,667.72	\$ 950,000.00	\$ 865,000.00
01	1400	88200	Transfer to Reserve Fund	\$ 22,015.00				\$ -
			TOTAL EXPENDITURES	\$ 1,205,721.03	\$ 953,209.00	\$ 862,425.33	\$ 2,141,399.00	\$ 1,188,440.00
			TOTAL NET EXPENDITURES	\$ 398,599.77	\$ 444,589.00	\$ 336,650.13	\$ 554,237.00	\$ 109,898.00
Notes:								
01	1400	51052	Fire Protection Grant - gear cleaning equipment	\$ (8,592.00)				
01	1400	51440	ACW	\$ (350,917.00)				
			Central Huron	\$ (192,553.00)				
				\$ (543,470.00)				
01	1400	71000	Salaries/wages	\$ 352,397.00				
			Training	\$ 40,000.00				
				\$ 392,397.00				
01	1400	71035	Dispatch - by-law 135 of 2022	\$ 38,543.00				
01	1400	71500	annual allocation	\$ 110,170.00				
			allowance/reimburse fitness membership	\$ 3,000.00	criteria approved by Council in 2016			
				\$ 113,170.00				
01	1400	72000	general allocation	\$ 5,000.00				
01	1400	72200	General allocation	\$ 3,000.00				
			Ladder Inspections	\$ 2,500.00				
			SCBA Flow Tests	\$ 2,400.00				
			Annual Pump Testing	\$ 3,500.00				
			Generator Annual Maintenance	\$ 700.00				
			Hose Replacement (Phase 3)	\$ 10,000.00				
			Positive Pressure Fans (2)	\$ 16,000.00				
			High rise pack 1 (gate and gauge)	\$ 3,800.00				
			Thermal imaging camera	\$ 9,000.00				
			Seek Thermal SCBA cameras	\$ 5,600.00				
			SCBA cylinders - 6	\$ 10,740.00				
			Radios	\$ 16,000.00				
				\$ 83,240.00				
01	1400	72300	General allocation	\$ 15,000.00				
01	1400	72340	Medicals/DZ licences	\$ 1,600.00				
			general allocation	\$ 1,400.00				
				\$ 3,000.00				

01	1400	73160	Software	\$ 2,500.00				
			Add Inspection and Public Education modules	\$ 2,900.00	set up cost			
			Increase in annual fee - additional modules	\$ 785.00				
			Learning and management system	\$ 3,420.00				
				\$ 9,605.00				
1	1400	73205	Interest on borrowing - capital vehicle purchases	\$ 22,400.00				
01	1400	73310	Bunker gear x 3	\$ 9,000.00				
			Fire Gloves x 10	\$ 1,800.00				
			Auto ex gloves x 10	\$ 1,000.00				
			Boots x 2	\$ 1,340.00				
			Station wear and dress uniforms	\$ 8,000.00				
			Helmets x 4	\$ 2,600.00				
			Carcinogen protection balaclavas	\$ 4,200.00				
			Gear Cleaning equipment - Carcinogen protection item	\$ 12,756.00	received a grant approval to partially fund			
			Other	\$ 2,300.00				
				\$ 42,996.00				
01	1400	73610	Electric Vehicle training x 20	\$ 4,000.00				
			Yearly CPR Recertification x 12	\$ 1,680.00				
				\$ 5,680.00				
						Borrowing from Town of Goderich RF	\$ 488,702.02	
01	1400	78001	Principal repayment	\$ 87,600.00		2024 additional borrowings	\$ 86,667.72	
						2024 repayment	\$ (85,108.00)	
						Estimated Balance 2024	\$ 490,261.74	
01	1400	78200	Fire Reserve Fund	\$ 50,000.00	for future capital			
01	1400	81005	Replacement of Breathing Air Compressor	\$ 80,000.00				
01	1400	81005	Rescue #12 Replacement/Pumper	\$ 900,000.00				
			Conversion of Pumper 14 to Rescue use	\$ 50,000.00				
				\$ 950,000.00				
			Cost Sharing % ( 2024 taxation year assessment totals)					
				<b>Cost Sharing</b>		<b>Assessment</b>	<b>Proportion</b>	
			ACW	350,917.00		661,203,700	31.9681%	
			Central Huron	192,553.00		362,812,400	17.5414%	
			Goderich	554,237.00		1,044,304,409	50.4905%	
				1,097,707.00		2,068,320,509	100.00%	



				2023 Actual	2024 Budget	2024 Actual	2025 Budget
			REVENUES			at end November	
03	9003	51082	Transfer from Capital fund	\$ (22,015.00)			
03	9003	56600	Interest - Bank	\$ (1,473.08)		\$ (1,406.28)	
03	9003	56630	Interest - Short term investments				
03	9003	59150	Transfer from Revenue Fund	\$ (10,000.00)	\$ (10,000.00)	\$ (10,000.00)	\$ (50,000.00)
			TOTAL REVENUES	\$ (33,488.08)	\$ (10,000.00)	\$ (11,406.28)	\$ (50,000.00)
			EXPENDITURE				
03	9003	78102	Transfer to Revenue fund				
03	9003	78103	Transfer to Capital Fund	\$ 20,469.27			\$ 80,000.00
			TOTAL EXPENDITURES	\$ 20,469.27	\$ -	\$ -	\$ 80,000.00
			TOTAL NET DEPT EXPENDITURES	\$ (13,018.81)	\$ (10,000.00)	\$ (11,406.28)	\$ 30,000.00
			Surplus Start of Year	\$ (34,339.24)	\$ (47,358.05)	\$ (47,358.05)	\$ (58,982.05)
			Surplus End of Year	\$ (47,358.05)	\$ (57,358.05)	\$ (58,764.33)	\$ (28,982.05)
03	9003	59150	Transfer from Department 1400	\$ (50,000.00)	Allocation for future capital needs		
03	9003	78103	Transfer to Dept 1400	\$ 80,000.00	Breathing Air Compressor Replacement		



# **GODERICH FIRE DEPARTMENT**

Chief Jeff Wormington  
248 Suncoast Drive East • Goderich, ON N7A 4K4

## **Subject: Proposal for Replacement of Rescue #12**

### **1. Current Status of Rescue #12:**

- Rescue #12, a 2004 International 4300 with a Walk-in Rescue body, has exhibited multiple structural concerns which have emerged over recent years. Despite structural repairs to extend its service life, it has reached a stage where replacement is prudent.
- The unit has seen extensive use, and several mechanical failures reported over the past fiscal year. Increasing maintenance requirements have affected our operational readiness. This highlights the urgent need for replacement to ensure reliability and safety in emergency response.
- Additionally, newer equipment required for current operational demands has maxed out the storage capacities of Rescue #12, creating significant challenges in our efforts to optimize response efficiency and safety.

### **2. Strategic Transition Plan:**

- The current front-line pumper, 14 (a 2011 Spartan Metro Star), is nearing its expected operational end by 2026 as per our underwriters. NFPA 1901 recommends the replacement of front-line pumpers after 15 years unless stringent testing is performed to certify them for extended life. Addressing our fleet modernization now, while aligning with these standards, offers strategic benefits.

### **3. Replacement Cost Considerations:**

- A custom-built Rescue vehicle can cost between 628,000–1,000,000 with a minimum wait period of 18 months. This delay rivals the scheduled replacement date for Pumper #14.
- Additionally, a custom cab option increases costs by approximately \$300,000 compared to a commercial cab and reduces seating capacity from 6 to 5 members, which impacts our operational capability.



## **GODERICH FIRE DEPARTMENT**

Chief Jeff Wormington  
248 Suncoast Drive East • Goderich, ON N7A 4K4

#### **4. Proposed Cost-Efficient Solution:**

- By introducing a stock pumper (service-ready within 6 months for approximately \$900,000), we could convert Pumper #14 into a Rescue with a cost of approx. \$50,000, deferring its replacement by about 5 years. This would potentially ease the fiscal burden by deferring a large capital expenditure while retaining operational integrity.
- In 5 years, another stock unit could be procured to replace the front-line pumper, allowing the existing unit to transition to a rescue role. This strategic movement would provide a 10-year grace period before any further apparatus purchases are necessary, offering long-term budgeting stability.

#### **5. Operational and Financial Advantages:**

- First-responder unit capabilities would improve with an onboard pump integrated into the Rescue truck, aiding in quick responses to vehicular incidents and fires without dependencies.
- Creating a 5-year replacement cycle through this transition mechanism offers substantial long-term savings and operational flexibility.

This strategy positions us well to manage budget allocations conscientiously and improve our emergency response framework for the residents of Goderich and surrounding areas of Central Huron and ACW, effectively balancing needs with fiscal responsibility. Hence, it's deemed our best option for replacement due to costs.

Fire Services Manager/ Fire Chief

Jeff Wormington



**THE CORPORATION OF THE TOWN OF GODERICH**

**BY-LAW NO. 127 OF 2024**

---

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AND  
AFFIX THE CORPORATE SEAL TO AN  
COST RECOVERY SERVICES AGENCY AGREEMENT BETWEEN THE  
CORPORATION OF THE TOWN OF GODERICH AND FIRE MARQUE INC.**

---

**WHEREAS** the Council of the Corporation of the Town of Goderich deems it necessary and desirable to execute an Agency Agreement between the Corporation of the Town of Goderich and Fire Marque Inc.;

**AND WHEREAS** this Agreement is attached hereto and forms part of this By-Law;

**AND WHEREAS** the Corporation of the Town of Goderich is agreeable to the terms of this Agreement.

**NOW THEREFORE, THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF GODERICH ENACTS AS FOLLOWS:**

1. That the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Agency Agreement between the Corporation of the Town of Goderich and Fire Marque Inc.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 16<sup>TH</sup>  
DAY OF DECEMBER 2024.**

  
\_\_\_\_\_  
MAYOR, Trevor Bazinet

  
\_\_\_\_\_  
CLERK, Andrea Fisher

## AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the "Agreement") made the 16<sup>th</sup> day of December, 2024.

BETWEEN:

**FIRE MARQUE INC.**  
(herein after referred to as the "Agent")

- and -

**THE CORPORATION OF THE TOWN OF GODERICH**  
(herein after referred to as the "Municipality")

**WHEREAS** the Fire Department attends, when required, at Incident Sites to provide emergency services;

**AND WHEREAS** the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites and providing services may be recoverable through Indemnification Technology® with respect to insured perils through the Insurance Policies of the owner or tenant of the Incident Site;

**AND WHEREAS** the Municipality wishes to appoint the Agent, as its agent for the purpose of filing Claims on behalf of the Municipality and to recover, on their behalf, any insurance proceeds from the insurers of the affected parties which are recoverable in accordance with the terms of any policy agreement for the costs and expenses incurred by the Fire Department as a result of attending at the Incident Sites.

**AND WHEREAS** the Agent wishes to make the Claims and recover the recoverable proceeds of insurance on behalf of the Municipality in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual terms and covenants herein contained, the Parties covenant and agree as follows:

### 1. DEFINITIONS

"**Agreement**" is this agreement, as may be amended;

"**Agency Fee**" is the financial compensation expressed as a percentage of the recovered Emergency Cost Recovery Proceeds in accordance with Section 6;

"**Agency Fee Taxes**" are all taxes, duties and other charges (including any GST, HST or other value added taxes) applicable to the Agency Fee;

"**Agent**" is Fire Marque Inc., or its successors and assigns;

"**Claims**" an amount requested for payment for an insured loss which falls under the terms of Insurance Policies;

"**Emergency Cost Recovery Proceeds**" are the funds recovered by the Agent as a result of filing Claims with insurers pursuant to the Insurance Policies of the owner and or tenant of an Incident Site to recover the costs and expenses incurred by the Fire Department as result of attending and providing emergency services at an Incident Site;

**"Fire Department"** means a group of firefighters authorized to provide fire protection services by the Municipality;

**"Incident Reports"** are the property statistical fire reports;

**"Incident Sites"** is the municipal address or property location of the incident which is attended at by the Fire Department in relation to which the Fire Department incurs costs and expenses as a result of providing their emergency services;

**"Indemnification Technology®"** is the intellectual property owned and employed by the Agent in making claims to recover costs and expenses of the Fire Department incurred as result of providing emergency services at an Incident Site and includes: incident reporting, data collection, and property insurance policy wording interpretation to maximize billing opportunities on behalf of the Fire Department by invoicing insurance companies for the costs of fire department attendance with respect to insured perils;

**"Indemnitees"** means the Agent, its directors, partners, officers, agents, and employees;

**"Initial Term"** is the period commencing from the date of first written above and continuing thereafter for a period of five years;

**"Insurance Policies"** means an insurance policy of the owner or tenant who owns or rents the property located on the Incident Site;

**"Intellectual Property"** is any intellectual property of the Agent, including but not limited to any software, trade names, trademarks, and copyrighted materials and any of the foregoing as it relates to Indemnification Technology®;

**"Losses"** means all loses, costs, expenses, interest, charges, assessments, damages, liabilities, obligations, fines and penalties, including all reasonable costs incurred investigating, defending or negotiating the settlement or resolution of any demand, lawsuit, action, or proceeding, and specifically including reasonable legal and other professional fees and expenses on a "full indemnity", "solicitor and his own client" or comparable basis, regardless of whether the foregoing arise in, under or by virtue of common law, equity or other applicable law, contract, negligence, strict liability, breach of duty or otherwise;

**"Party"** or **"Parties"** is the Agent and the Municipality;

**"Municipality"** is The Corporation of the Town of Goderich;

**"Renewal Term"** is a renewal term of 3 years;

**"Term"** is the Initial Term together with any subsequent Renewal Terms, until this Agreement is terminated in accordance with Section 14;

**"Termination Date"** is the date this Agreement terminates in accordance with Section 14; and,

**"Third Party Fire Departments"** is a fire department, fire brigade, persons and/or equipment that are not part of the Fire Department.

**2. TERM**

The term of this Agreement will begin as of the date first written above and continue for the period of the Initial Term and will automatically renew for successive Renewal Terms upon the expiry of the Initial Term or any preceding Renewal Term, unless this Agreement is terminated in accordance with Section 14.

**3. APPOINTMENT**

The Municipality hereby appoints the Agent as its exclusive agent during the Term of this Agreement for the purpose of filing, on behalf of the Municipality, all Claims with insurers and to recover from any insurers on their behalf, any proceeds of insurance which are recoverable in accordance with the terms of any Insurance Policies of an owner or the tenant at any Incident Site.

**4. AGENT OBLIGATIONS**

During the Term of the Agreement, the Agent agrees:

- (a) To proceed diligently to prepare and file Claims with the insurer of the incident sites on behalf of the Municipality upon receipt of the Incident Reports from the Fire Department;
- (b) To establish and maintain a non interest bearing trust account to receive and hold any Emergency Cost Recovery Proceeds in trust on behalf of the Municipality (which proceeds may be comingled with the proceeds recovered for other municipalities and/or fire departments, for which Agent is providing similar services);
- (c) To remit on a quarterly basis or such period as agreed to between the Agent and the Municipality, the Emergency Cost Recovery Proceeds to the Municipality, less any Agency Fee, and Agency Fee Taxes deducted in accordance with Sections 6 and 7.
- (d) To deliver a statement to the Municipality providing reasonable detail in regards to the amounts being remitted for the applicable period; and
- (e) To maintain complete, detailed and adequate books and records pertaining to Claims and Emergency Cost Recovery Proceeds.

**5. MUNICIPALITY'S OBLIGATIONS**

During the Term of the Agreement, the Municipality agrees:

- (a) on a monthly basis or such period as agreed to between the Municipality and Agent, to provide the Agent with all the completed Incident Reports relating to its attendance at all Incident Sites during the period, setting forth in reasonable detail the services provided and the costs and expenses incurred by the Fire Department in attending such Incident Sites and providing information as to the applicable insured, the insurance company and the policy number of the Incident Site, if available;
- (b) in accordance with the Insurance Policies, ensure that the Emergency Cost Recovery Proceeds that are remitted to the Fire Department are used by the Fire Department for its own purposes, which purposes may include but not be limited to the following:
  - (i) the purchase of equipment for the Fire Department

- (ii) the provisions of training and education to the firefighters of the Fire Department; and/or
- (iii) the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs;
- (c) if requested, to provide the Agent with documentation evidencing that the Fire Department is the sole beneficiary of any Emergency Cost Recovery Proceeds that have been remitted to the Municipality in accordance with Section 4; and
- (d) to the extent the Municipality or the Fire Department is paid or receives Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy, or from the owner or tenant of an Incident Site (as a result of such owner or tenant receiving the Emergency Cost Recovery Proceeds directly from the insurer under the Insurance Policy), the Municipality agrees that it shall promptly remit payment of the Agency Fee that is payable to the Agent in relation to such Emergency Cost Recovery Proceeds (as determined in accordance with Section 6) and will provide the Agent with copies of all communications and notices received from the insurer under the Insurance Policy in relation to such Emergency Cost Recovery Proceeds for the Agent's own records.

#### 6. **AGENCY FEE**

In consideration for the services provided by the Agent pursuant to this Agreement, during the Initial Term, the Agent will be entitled to a fee equal to thirty (30%) of all Emergency Cost Recovery Proceeds (the "**Agency Fee**"). The Agent will be entitled, on a monthly basis, to invoice the Municipality for the Agency Fee accrued in respect of the previous month Emergency Cost Recovery Proceeds and to deduct the Agency Fee from the Emergency Cost Recovery Proceeds. The Agent shall not be entitled to any further consideration from the Municipality or the Fire Department. The amount of the Agency Fee shall be negotiated by the Parties for any Renewal Terms.

#### 7. **TAXES**

It is understood by the parties that the Agency Fee is exclusive of all taxes, duties and other charges (including any GST, HST or other value added taxes), ("**Agency Fee Taxes**"), applicable to the services provided by the Agent hereunder. The Agent shall withhold and deduct from the Emergency Cost Recovery Proceeds that are to be remitted to the Fire Department, any Agency Fee Taxes, and all such Agency Fee Taxes will be remitted to the applicable government agency, as and when required.

#### 8. **INTELLECTUAL PROPERTY**

The Municipality agrees and acknowledges that any Intellectual Property of the Agent, including but not limited to any software, trade-names, trade-marks, and copyrighted materials and confidential procedures for recovering funds for Fire Departments and any of the foregoing as it relates to Indemnification Technology® are the property of the Agent, and the Municipality has no rights to this Intellectual Property as a result of this agreement or otherwise.



**9. AUDIT**

The Municipality has the right to audit, at its own expense, the records and accounts, during reasonable business hours and on advance written notice to the Agent; and, for up to twenty-four (24) Months from the end of the calendar year to which the records and accounts relate.

**10. UNRECOVERABLE EXPENSES**

No action will be undertaken by the Agent to collect any proceeds or file any Claims on behalf of the Municipality. The Fire Department will only be entitled to receive Emergency Cost Recovery Proceeds actually recovered by the Agent on behalf of the Municipality. The Municipality, at its own discretion, may elect to enforce the payment of the Emergency Cost Recovery Proceeds not recovered by the Agent through powers granted by their By-Laws or through litigation. Unless prior arrangements have been made on a specific file.

**11. INCIDENTS ATTENDED TO BY OTHERS**

It is acknowledged by the Parties that in certain instances, in addition to the Fire Department, other fire departments or other emergency personnel ("**Third Party Fire Departments**") may attend at an Incident Site and whose costs and expenses incurred as result of attending and providing emergency services at such Incident Site may also be recoverable under the Insurance Policies of the owner(s) or tenant(s) of such Incident Site. In such cases:

- (a) the Municipality acknowledges that the Emergency Cost Recovery Proceeds recovered in respect of such Incident Site may have to be shared with the Third Party Fire Departments, and Agent makes no representation and will not be required to take any action to determine the appropriate allocation of such Emergency Cost Recovery Proceeds between the Fire Department and the Third Party Fire Departments.
- (b) the Municipality shall negotiate an appropriate allocation of the Emergency Cost Recovery Proceeds with the Third-Party Fire Departments. If the Municipality and the Third Party Fire Departments are unable to agree to an appropriate allocation within a reasonable time, then Agent may, in its sole discretion but without obligation to do so, and on notice to Municipality, commence interpleader or a similar action or proceeding in connection with any dispute in relation to allocation of the Emergency Cost Recovery Proceeds and pay the Emergency Cost Recovery Proceeds into court, whereupon the Agent shall be released from any further obligations in respect of such Emergency Cost Recovery Proceeds and the Municipality shall indemnify and hold harmless the Indemnitees from any dispute arising with respect to such Emergency Cost Recovery Proceeds whether the Agent is acting as agent on behalf of the Third Party Fire Departments to the dispute or otherwise.

**12. LIMIT ON LIABILITY**

Other than Emergency Cost Recovery Proceeds actually recovered, the Agent will not be liable to the Municipality for any costs and expenses incurred as a result of the Fire Department attending and providing emergency services at an Incident Site which it was unable to recover through the Insurance Policies of the owner or tenant of such services

### 13. INSURANCE & IDEMNIFICATION

The Municipality agrees to indemnify and hold harmless the Indemnitees from and against any and all Losses that may be imposed on, incurred by, or asserted against, the Indemnitees or otherwise, in connection with the performance of its duties under this Agreement or any actions or inactions taken by the Fire Department or Municipality in connection with this Agreement, including as a result of any claims: (i) from insurers as a result of inaccuracies, misrepresentations or fraud in any of the Incident Reports and other information provided to Agent for the purpose of filing Claims; and (ii) from Third Party Fire Departments claiming rights to any Emergency Cost Recovery Proceeds that have been disbursed to the Fire Department. The foregoing liability and indemnification by Municipality shall not apply where the Losses arise from the Agent's gross negligence fraud or willful misconduct.

- (a) During the Term (and any renewal thereof as applicable) of this Agreement, the Agent shall procure and maintain an errors and omissions insurance policy of not less than five million dollars (\$5,000,000.00) coverage. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00).
- (b) The Agent shall carry a Commercial Blanket Bond with an amount no less than Fifty Thousand Dollars (\$50,000.00) that protects both the Agent and the Municipality with respect to any loss resulting from dishonesty, disappearance, destruction and Forgery act(s) arising from the work being performed by the Agent under this Agreement on behalf of the Municipality.
- (c) The Agent shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance in an amount not less than five million dollars (\$5,000,000.00) per occurrence and five million (\$5,000,000.00) in the aggregate. This policy shall contain products and completed operations coverage, Non-owned automobile coverage, and coverage for claims resulting from Technology Network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The deductible shall not exceed twenty-five thousand dollars (\$25,000.00). The Municipality has the right to request, at any time confirmation of the insurance coverages and that the policy is in force.

### 14. TERMINATION

Notwithstanding Section 2, this Agreement will terminate with 30 days' written notice by either Party (the "**Termination Date**"), provided that if this Agreement is terminated (other than as a result of a material breach of this Agreement by the Agent), the Agent shall be entitled to continue filing all Claims and collecting Emergency Cost Recovery Proceeds, for any incidents attended to by the Fire Department at Incident Sites which occurred prior to the date of the Termination Date of this Agreement, and such filings and recoveries shall remain subject to the terms and conditions of this Agreement. The Municipality or the Fire Department shall not make claims in respect of any incidents attended to by the Fire Department which occurred prior to the Terminate Date. The covenants set forth in this Section 14 shall survive the termination of this Agreement.

**15. NOTICES**

All notices, communications, statements and payments which may be required or permitted under this Agreement will be in writing and sent by registered mail, courier services, or transmitted by facsimile or other electronic means which produces a physical copy. Any party may change its address by notice to the other parties.

The addresses of the parties pursuant to this Section 15 are as follows:

If to the Municipality:

The Corporation of the Town of Goderich  
57 West Street  
Goderich, Ontario,  
N7A2K5

Phone: 519-524-8344  
Fax: 519-524-7209

Attention: Clerk

If to the Agent:

Fire Marque Inc.  
P.O. Box 2018, Thornton, ON L0L 2N0  
Phone: 1-855-424-5991 or 705-424-5991  
Fax: 705-424-5702

Attention: Ted K. Woods

**16. SEVERABILITY**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**17. ARBITRATION**

All disputes, controversies and disagreements with respect to this Agreement, or any matter arising under or in connection with this Agreement, shall be finally settled by arbitration. Arbitration shall be conducted as follows:

- (a) the reference shall be to a single arbitrator appointed in accordance with the *Arbitration Act*, 1991, S.O. 1991, C. 17, as amended;
- (b) the decision of the arbitrator shall be final, conclusive and binding upon all parties;

- (c) unless otherwise determined by the arbitrator, the Parties shall pay an equal portion of the fees and expenses of the arbitrator;
- (d) the *Arbitration Act*, 1991, S.O. 1991, C. 17 shall apply to and govern each such reference to arbitration; and
- (e) All arbitrations shall be conducted in Barrie, Ontario **or in a location suitable to both parties.**

**18. GOVERNING LAW**

This Agreement is governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province. Subject to Section 17, each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Ontario.

**19. WAIVER**

No waiver of any provision of this Agreement constitutes a waiver of any other provision.

**20. ENTIRE AGREEMENT**

Except as stated herein, this Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and, during the term hereof, supersedes all prior written or verbal agreements concerning such subject matter.

**21. AMENDMENTS**

Amendments to this agreement shall be in writing and be executed by the Parties. If agreed in writing by both Parties to this agreement an amendment shall form a part of this Agreement.

**22. ASSIGNMENT**

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by a Party without the prior written consent of the other Party, provided that nothing herein shall prevent The Agent from assigning this Agreement or any of its rights or obligations to an affiliate of The Agent, provided that the Agent agrees to remain liable to the Municipality for the obligations of such transferee affiliate.

**23. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors.

**24. COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts (including by facsimile or other electronic transmission) and all counterparts taken together constitute one and the same instrument.

**25. LEGAL RELATIONSHIP**

In this Agreement nothing gives rise to an employment relationship for the provision of services between the Municipality and Agent. The Parties expressly acknowledge that they are independent and neither an employer-employee relationship is intended or created by this Agreement.

**26. COLLECTION AND DISCLOSURE OF PRIVATE INFORMATION**

Any information collected by the Agent and Municipality pursuant to this Agreement is subject to, and shall be handled in accordance with, the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended and the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

**27. LAWS**

The Municipality and Agent, its employees and representatives, if any shall at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statues, rules, regulations and orders in respect of the performance of this Agreement.

**28. CONFIDENTIALITY**

The Agent shall hold confidential and not disclose or release to any person other than the Agent and Municipality at any time during or following the term of this Agreement, except where required pursuant to the provisions of the Municipal Freedom of information and Protection of Privacy Act and/or the Personal Information Protection & Electronic Documents Act (PIPEDA), any information or document that identifies any individual or the nature and extent of services received by any individual without obtaining written consent of the Municipality prior to the release or disclosure of such confidential information. The Agent shall be entitled to disclose publicly the fact that the Municipality and/or the Fire Department are clients of the Agent.

**29. CONFLICT OF INTEREST**

The Agent shall disclose to the Municipality without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, or breach of law in relation to this Agreement. A breach of this Section by the Agent shall entitle the Municipality to terminate this Agreement in addition to any other remedies that the municipality may have in law or equity.

*[Remainder of this page left intentionally blank]*

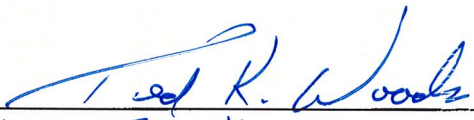
IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.


**THE CORPORATION OF THE TOWN OF GODERICH**

By:   
Name: Trevor Bazinet  
Title: Mayor

By:   
Name: Andrea Fisher  
Title: Clerk

**FIRE MARQUE INC.**

By:   
Name: TED K. WOODS  
Title: PRESIDENT

By:   
Name: SANDRA KURSIS  
Title: ADMINISTRATOR