

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

BY-LAW NO. 2012-14

A BY-LAW of the Corporation of the Township of South Dundas to enter into an Automatic Aid Agreement with the Corporation of the Township of North Dundas for fire protection services.

WHEREAS *the Municipal Act, S.O. 2001, Chapter 25, Section 20(1)* authorizes a municipality to enter into an agreement with one or more municipalities or local bodies;

AND WHEREAS the Township of South Dundas deems it necessary to enact an Automatic Aid Agreement with the Township of North Dundas;

AND WHEREAS the Township of South Dundas has requested the Township of North Dundas to enter into an Agreement to provide or receive the initial or supplemental responses to fires, rescues and emergencies for certain properties in the Township of South Dundas;

NOW THEREFORE the Council of the Corporation of the Township of South Dundas enacts as follows:

1. That an Agreement with the Township of North Dundas be executed to provide or receive the initial or supplement responses to fires, rescues and emergencies in accordance with the Agreement attached as Schedule "A" hereto.
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement
3. That By-law No. 2009-01 is hereby repealed in its entirety.
4. That this by-law shall come into force and effect on the date of passing.

READ and passed in open Council, signed and sealed this 7th day of February, 2012.

MAYOR

CLERK

THIS AGREEMENT made in duplicate the 7th day of February, 2012.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

hereinafter called "North Dundas"

OF THE FIRST PART:

-and

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

hereinafter called "South Dundas"

OF THE SECOND PART:

WHEREAS pursuant to the Municipal Act, 2001, c. 25 S.20 municipalities may enter into an Agreement with one or more local bodies to jointly provide for their benefit any matter which all have the power to provide within their own boundaries;

AND WHEREAS Section 2(6) of the Fire Protection and Prevention Act permits municipalities to enter into an Automatic Aid Agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

NOW THEREFORE in consideration of the mutual covenants and Agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this Agreement:
 - (a) "Fire Chief" means the Chief or designate of the responding North Dundas Fire Department. The "Fire Chief" from North Dundas will be recognized as the "Chief" of the area while responding to a fire call until such time he is relieved by South Dundas Fire and Emergency Services.
 - (b) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department, and who has the same powers and authority as the Fire Chief.
 - (c) "Fire Area" means the Fire Area(s) of the Township as described in Schedule "B" attached hereto and forming part of this Agreement.
 - (d) "Fire Department" means the "North Dundas Fire Department".
 - (e) "Fire protection services" means and includes the following:
 - i) fire fighting; and/or
 - ii) any other responses or incidents the Fire Department would normally respond to in North Dundas.
 - (f) "Fire apparatus" means one (1) pumper truck, one (1) tanker, one (1) rescue vehicle and one (1) squad vehicle.
2. North Dundas will supply, except as after herein limited or excluded, fire *protection services* to South Dundas in the *Fire Area* as mapped in Schedule "B" attached hereto and forming part of this Agreement.

3. The *fire apparatus* and personnel of the *Fire Department* will respond to occurrences in the *Fire Area* of South Dundas.
4. Tanker shuttle service will not be provided by the North Dundas Fire Department. South Dundas will be responsible for providing this service if required in the *Fire Area*.
5.
 - a) For all calls, both North Dundas and South Dundas Fire departments will be dispatched immediately. When South Dundas arrives, North Dundas will transfer command for the call to South Dundas. At that time, if required, South Dundas will request that North Dundas remain.
 - b) North Dundas agrees to utilize the South Dundas radio frequency when responding to calls in the *Fire Area*.
6. Notwithstanding Section 3, the *Fire Chief*, or designate, may refuse to respond to occurrences if such response, personnel, apparatus or equipment are required in North Dundas or elsewhere, under the provisions of the County of Stormont, Dundas and Glengarry Emergency Fire Services Plan and Program. 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 an incident in the *Fire Area*. In such cases, the *Fire Chief* will notify South Dundas Fire and Emergency Services Communications Centre.
7. The North Dundas *Fire Chief* shall have full authority and control over any and all activities in which the North Dundas *Fire Department* may be engaged in the *Fire Areas* of South Dundas.
8. The Township of North Dundas shall invoice South Dundas by the tenth day of each month, all occurrences in the *Fire Area* to which the *Fire Department* has responded in the prior month and South Dundas shall promptly forward payment.
9. South Dundas agrees to provide a map of the *Fire Area* clearly indicating all readily accessible static sources of water available for firefighting operations. North Dundas shall be responsible for notifying their communications centre of the designated "Fire Area"
10. North Dundas agrees to provide confirmation satisfactory to South Dundas that their communications centre is familiar with and recognizes the *Fire Area*.
11. South Dundas agrees to maintain all streets and roads - in the *Fire Areas* identifiable by having them clearly marked at all intersections.
12. South Dundas shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, property owners, residents and occupants of the *Fire Area*, of the procedures for reporting an emergency and of the services provided by the *Fire Department*.
13. South Dundas warrants that appropriate by-law(s) have been enacted authorizing the activities and responsibilities of the *Fire Chief* under the Township emergency plan.
14. In consideration of the fire protection services undertaken by North Dundas in South Dundas, the Township of South Dundas shall reimburse the Township of North Dundas at the rates outlined in Schedule "A".

15. North Dundas agrees that the Fire Commissioner of North Dundas, Chiefs of the South Mountain and Chesterville Fire Departments along with the Chief of South Dundas Fire and Emergency Services and an elected representative of South Dundas will meet on an as needed basis to review, discuss and resolve operational issues.
16. North Dundas agrees to forward a copy of the dispatch report to the South Dundas Fire and Emergency Services Chiefs Office for all calls in the Fire Area within 24 hours of the call.
17. Notwithstanding anything herein contained, no liability shall attach or accrue to North Dundas for failing to supply to the said Township on any occasion, or occasions, the fire protection services provided for in this Agreement.
18. Any dispute between the parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including, but not limited to the interpretation of the Agreement, the dispute shall be submitted to arbitration under the Provisions of the Municipal Arbitration's Act, R.S.O. c.304 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said Arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration's Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario.
19. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.
20. This Agreement shall be in force for a period of five (5) years commencing on January 1, 2011 and expiring on December 31, 2015 and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section (21) hereof.
21. Notwithstanding Section (20), this Agreement may be terminated at any time prior to, by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date.
22. The parties 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 written notice of the proposed amendment(s).
23. Notwithstanding Section (20) setting out the termination date of the Agreement, the Agreement may be renewed or extended by the mutual consent of the parties, as provided for in Section (20).

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

SIGNED, SEALED and EXECUTED

The Corporation of the Township of North Dundas

Mayor

Clerk

The Corporation of the Township of South Dundas

Mayor

Clerk

SCHEDULE "A"

Attached to and forming part of

"THE TOWNSHIP OF NORTH DUNDAS"

-and

"THE TOWNSHIP OF SOUTH DUNDAS"

Dated: December 13, 2011

- a) Annual Standby Fees: Due on or before March 15th of each year
For Year One from January 1, 2011 through to December 31, 2011
inclusive - \$8000.00
For 2012: \$8000.00 increased by the average CPI for 2011
For 2013: 2012 rate increased by the average CPI for 2012
For 2014: 2013 rate increased by the average CPI for 2013
For 2015: 2014 rate increased by the average CPI for 2014
- b) Pumper Truck \$350.00 per hour or most current MTO Rate (min. 1 hr.)
- c) Tanker \$350.00 per hour or most current MTO Rate (min. 1 hr.)
- d) Rescue/Equipment Vehicle \$225.00 per hour or most current MTO Rate
(min 1 hr.)
- e) Squad Vehicle \$225.00 per hour or most current MTO Rate (min. 1 hr.)
- f) Firefighters \$18.00/hour/person
Hourly charges shall include travel time to and from the responding fire
hall to the Emergency Scene and time required to return vehicles and
equipment to In-Service Status as a result of the South Dundas
response.
- g) The Township of South Dundas shall reimburse the Township of North
Dundas: One-Hundred Percent (100%) of the cost of supplies e.g. foam
Concentrate, Dry chemical Powder etc., used during a call.

SCHEDULE "B"

Fire Area Section (map)