

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

BY-LAW NO. 2012-44

A BY-LAW to extend an Automatic Aid Agreement with the Corporation of the Township of Edwardsburgh/Cardinal for fire protection services.

WHEREAS the Council of the Township of South Dundas wish to extend an Agreement for Automatic Aid with the Township of Edwardsburgh/Cardinal.

AND WHEREAS the Township of South Dundas has requested the Township of Edwardsburgh/Cardinal 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 Edwardsburgh/Cardinal 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 be hereby authorized to execute all documents to effectively complete these Agreements.
3. This by-law shall come into force and effect on the date of passing.

READ and passed in open Council, signed and sealed this 15th day May, 2012.

MAYOR

CLERK

THIS AGREEMENT made in duplicate the 1st day of May, 2012
BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL**

hereinafter called "Edwardsburgh/Cardinal"

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) "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.
 - (b) "fire area" means the fire area(s) of the Township as described in Schedule "A" attached hereto and forming part of this Agreement.
 - (c) "fire chief" means the chief of the fire department.
 - (d) "fire department" means the "Edwardsburgh/Cardinal Fire Department".
 - (e) "fire protection services" means and includes the following:
 - (i) fire fighting; and/or
 - (ii) any other responses or incidents to which the fire department would normally respond in Edwardsburgh/Cardinal.
2. Edwardsburgh/Cardinal will supply, except as herein after limited or excluded, "fire protection services" to South Dundas in the fire area as described in Schedule "A" 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 as though the occurrence was within Edwardsburgh/Cardinal.

4. The department responsible for that area shall also respond.
5. Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response, personnel, apparatus or equipment are required in Edwardsburgh/Cardinal or elsewhere. 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 the closest fire department within South Dundas.
6. The fire chief or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire areas of South Dundas until command is transferred to an officer of the South Dundas Fire Department.
7. The fire chief, or designate, shall report to South Dundas all occurrences in the fire area to which the fire department has responded.
8. South Dundas agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for firefighting operations.
9. South Dundas agrees to maintain all streets and roads in the fire areas identifiable by having them clearly marked at all intersections.
10. South Dundas shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.
11. 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.
12. The provision of all fire protection services by Edwardsburgh/Cardinal shall be done according to Edwardsburgh/Cardinal's policies, procedures and guidelines in place at the time the services are delivered.
13. The "Fire Chief" from Edwardsburgh/Cardinal to be recognized as the "Chief" of the area described in Appendix "A" while responding to a fire call until such time he is relieved by the South Dundas Fire Department.
14. In consideration of the fire protection services undertaken by Edwardsburgh/Cardinal in South Dundas, the Township of South Dundas shall pay the following:
 - a) Reimbursement of costs for equipment, materials and manpower for taking action to prevent or fight a fire and/or use of (auto) extrication equipment shall be based on Ministry of Transportation (MTO) established rates as follows:
 - first hour per piece of equipment - MTO (full cost recovery)
 - each additional half hour or part thereof - MTO (full cost recovery)

15. Notwithstanding anything herein contained, no liability shall attach or accrue to Edwardsburgh/Cardinal for failing to supply to the said Township on any occasion, or occasions, and of the fire protection services provided for this Agreement.
16. The parties agree that this Agreement maybe 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).
17. So often as there may be 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 same 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.
18. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to 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.
19. This Agreement shall be in force for a period of five (5) years commencing on **May 1, 2012** and expiring on **April 30, 2017** 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 (20) hereof.
20. Notwithstanding Section (19), 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.
21. Notwithstanding Section (19) setting out the termination date of the Agreement, the Agreement may be renewed or extended by the mutual consent of the parties, as provide for in Section (19).

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
Edwardsburgh/Cardinal

Mayor

Clerk

The Corporation of the Township of South
Dundas

Mayor

Clerk

SCHEDULE "A"