

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 35-2016

Being a By-Law to Authorize the Mayor and the Clerk to Sign the
Automatic Aid Agreement with the
Corporation of the Township of North Frontenac

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of North Frontenac and the Corporation of the Township of Greater Madawaska and that said Agreement shall be attached heretofore as Schedule A;

WHEREAS Section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fire, rescues and emergencies;

NOW THEREFORE the Council of the Corporation of the Township of Greater Madawaska enacts that the Mayor and the Clerk are authorized to sign the Automatic Aid Agreement between The Corporation of the Township of North Frontenac and The Corporation of the Township of Greater Madawaska and that said Agreement shall be attached heretofore as Schedule A;

AND THAT By-law 21-2011 is hereby repealed;

AND THAT all resolutions, by-laws or parts of by-laws, which are contrary to or inconsistent with this by-law, are hereby repealed;

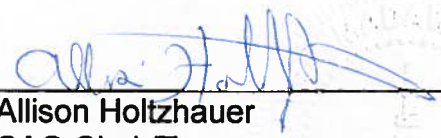
AND THAT this by-law shall come into force and take effect upon final passing thereof.

READ a first and second time this 14th day of June, 2016.

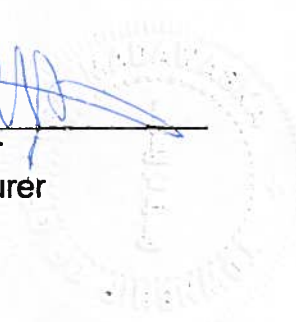
READ a third time and passed this 14th day of June, 2016.



Glenda McKay
Mayor



Allison Holtzauer
CAO Clerk/Treasurer



AUTOMATIC AID AGREEMENT

Agreement made this 14 day of JUN, 2016

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

hereinafter called **GREATER MADAWASKA** of the first part

AND

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

hereinafter called **NORTH FRONTENAC** of the second part

WHEREAS section 2 (6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1 (4) of the Act and to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS the parties hereto wish to enter into an automatic aid agreement in accordance with the Act;

NOW THEREFORE, in consideration of the mutual covenants, terms and provisos contained herein, the parties agree as follows:

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

- a) "**Call**" means the notification received by the North Frontenac Fire Department or by the Greater Madawaska Fire Department of the need for *fire protection services*, whether on the 911 emergency call services or otherwise.
- b) "**Designate**" means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- c) "**Fire Chief**" means the chief of the fire department of **Greater Madawaska**.
- d) "**Fire Department**" means the fire department of the parties.
- e) "**Fire Protection Services**" means and includes the services defined in section 1 (1)

of the Act and the following:

- i. **Greater Madawaska** shall be responsible for fire suppression for structure fires (with the exception of hunting camps; will assume the responsibility of wild land or grass fires until the arrival of the Ministry of Natural Resources), vehicle extrication services and medical assist for paramedics;
- ii. **Greater Madawaska** shall assume responsibility for administrative functions, communications, and training of persons involved in the provision of fire protection services; and
- iii. **North Frontenac** shall be responsible for the public education with respect to fire safety and certain components of fire prevention as deemed necessary in accordance with its needs and circumstances.

g) "**Fire Response Area**" means the designated response area of **North Frontenac** as set out in Schedule "A" attached to and forming part of this Agreement presently being approximately thirty eight (38) properties but to go no farther than the turnaround at the end of the travelled portion of Norcan Lake Lane.

h) "**Respond**" means to travel to the scene of a fire or other emergency of which the Fire Department was notified by a call, using and bringing, as the case may be, Fire Department resources, for the purpose of delivering fire protection services and "response" has a like meaning.

2) FIRE PROTECTION SERVICES AND AREA

- a) **Greater Madawaska** will ensure the provision, except as hereinafter limited or excluded, of fire *protection services* to **North Frontenac** in the fire response area as set out in Schedule "A", attached hereto and forming part of this Agreement.
- b) **Greater Madawaska** shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of **Greater Madawaska** that will respond to occurrences in the fire response area of the **North Frontenac** will be limited to the following:
 - i. Such fire equipment, apparatus and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication and

medical assist for paramedics and response, where called to the scene of an occurrence;

- ii. Such other equipment and apparatus that may be required as a result of typical fire department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles;

d) **North Frontenac** shall pay to **Greater Madawaska** its costs incurred for the provision of its services provided for herein, while on response in **North Frontenac** until **Greater Madawaska** has returned to a state of readiness and considered in service.

e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.

f) **Greater Madawaska** shall notify at its earliest convenience, **North Frontenac** of all incidents occurring within the response area.

3) FIRE DEPARTMENT AUTHORITY

a) Should the Fire Chief or designate require assistance, or believe assistance may be required by way of additional personnel, apparatus, or equipment in addition to that provided in Section 2 above at an occurrence in the fire response area, such assistance shall be summoned in accordance with the provisions of the County of Renfrew Mutual Aid Plan. Any additional costs as set by the County of Renfrew Mutual Aid Plan, will be assessed to and paid by the Township of North Frontenac.

b) Notwithstanding Section 2 above, **Greater Madawaska** may refuse to supply the described responses to occurrences if such response personnel, apparatus and/or equipment are required in **Greater Madawaska** or elsewhere, under the provisions of the County of Renfrew Mutual Aid Plan and may at its discretion refuse because of weather or road conditions. Similarly, **Greater Madawaska** may order the return of such equipment, apparatus or personnel that is responding to or at the scene of an occurrence in the fire response area, and in such case, the fire chief or designate may summon assistance in accordance with provisions of the fire protection Agreements referred to herein.

c) The Fire Chief shall have full authority and control over any and all activities in which the fire department may be engaged in the fire response area.

d) Each party shall, throughout the term of this Agreement, maintain a Fire Department with adequate Fire Department resources to provide for its own day to day needs and circumstances in accordance with the *Fire Prevention and Protection Act, 1997*.

4) **TOWNSHIP RESPONSIBILITIES/OBLIGATIONS**

- a) **North Frontenac** shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of procedures for reporting an emergency and of the services provided by the fire department.
- b) **North Frontenac** shall take whatever action necessary to have the **Fire Chief** appointed **Chief Fire Official** of the fire response area, as defined in the Fire Protection and Prevention Act.
- c) **Greater Madawaska** shall notify **North Frontenac** of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) **PAYMENT**

- a) In consideration of the fire protection services undertaken by **Greater Madawaska** to be provided in the fire response area of **North Frontenac**, **North Frontenac** shall pay such fees to **Greater Madawaska** as set out in Schedule "B" attached hereto and forming part of this Agreement.
- b) **Greater Madawaska** shall submit itemized invoices to **North Frontenac** at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

6) **LIABILITY**

Notwithstanding anything herein contained, **Greater Madawaska and North Frontenac** shall not be liable to the other or to anyone claiming under by or through the other for any damage, injury, cost or expense howsoever arising from the provision of services provided for in this agreement and the parties shall save the other harmless and indemnify it therefrom.

7) DURATION AND AMENDMENTS.

- a) This Agreement shall be in force for a period of one (1) year commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with 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).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

If any dispute arises between the parties to this Agreement, respecting matters contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provision of the Municipal Arbitration Act 1990 c. M48 and the decision rendered in respect of such proceedings shall be final binding upon the parties of this Agreement.

If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration Act 1990 c. M48, then the parties hereto agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a justice of the Ontario Superior Court of Justice pursuant to the provisions of the said Act.

9) SEVERABILITY

In the event that any covenant, provision of term of this Agreement should at any time be held by any competent court or tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be severable from the remainder of this Agreement which shall remain in effect mutatis mutandis.

AUTOMATIC AID AGREEMENT

SCHEDULE "A"

Fire Response Area and Map

List of roads within the North Frontenac included in the Fire Response Area:

Norcan Lake Lane

Nacron Lane

Victory Lane

Rosie Lane

Heron Way

Mountain Chute Road

Misty Way

Kestrel Way

Penny Lane

Hunt Camp Lane

AUTOMATIC AID AGREEMENT

SCHEDULE "B"

ARRANGEMENT FOR PAYMENT OF FEES

North Frontenac agrees to pay to **Greater Madawaska** the fees set out herein:

- A) A yearly standby fee of \$3,800. Formula: \$100 x number of actual households in the response area.
- B) \$410 per vehicle per hour for the first hour of fire protection services within the fire response area; \$250 per vehicle per half hour thereafter as set out in Section 5 of this Agreement.
- C) Minimum 2 hour charge (solely for wages, not the trucks) in the event of a call. Additional charge of \$20.00 per hour for each Firefighter on scene
- D) Wages of Firefighters to wash apparatus, hose and check fire equipment at a cost of \$20.00 per hour for each Firefighter, after a call in the response area.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officials.

Corporation of the Township of North Frontenac


14 JUN 2016

Date


Ron Higgins, Mayor

14 JUN 2016

Date


Tara Mieske, Clerk

Corporation of the Township of Greater Madawaska

14 JUN 2016

Date


Glenda McKay, Mayor

14 JUN 2016

Date


Allison Holtzauer, CAO/Clerk