

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

BY-LAW NO. 2019-34

**"BEING A BY-LAW TO AUTHORIZE AN AUTOMATIC AID AGREEMENT WITH
THE MUNICIPALITY OF SOUTH DUNDAS FOR FIRE, RESCUES AND
EMERGENCY SERVICES"**

WHEREAS *the Municipal Act, 2001 as amended*, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies; and

WHEREAS pursuant to the Fire Protection and Prevention Act, 1997, as amended, municipalities may enter into an Automatic Aid Agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies; and

WHEREAS the Municipality of South Dundas has requested the Township of Edwardsburgh/Cardinal to enter into an Agreement to provide the initial or supplemental response to fires, rescues and emergencies for certain properties in the Municipality of South Dundas; and

WHEREAS the Township of Edwardsburgh/Cardinal deems it necessary to enact an Automatic Aid Agreement with the Municipality of South Dundas;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. That an Agreement with the Municipality of South Dundas be executed to provide the initial or supplemental response to fires, rescues and emergencies in accordance with the Agreement attached hereto.
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement.
3. That By-law No. 2012-44 is hereby repealed in its entirety.
4. That this By-law shall come into force and effect on the date of passing.

Read a first and second time in open Council this 24th day of June, 2019.

Read a third and final time, passed, signed and sealed in open Council this 24th day of June, 2019.



Mayor



D. Clerk

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

BY-LAW NO. 2019-62

A By-law to enter into an Automatic Aid Agreement with the Township of Edwardsburgh/Cardinal.

WHEREAS *the Municipal Act, 2001, provides that the powers of every Council are to be exercised by By-law;*

AND WHEREAS *the Municipal Act, 2001, authorizes a Municipality to enter into an agreement with one or more municipalities or local bodies, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;*

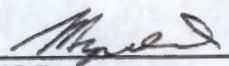
AND WHEREAS *the Fire Protection and Prevention Act, 1997, permits Municipalities to enter into an Automatic Aid Agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;*

AND WHEREAS the Municipality of South Dundas deems it necessary to enter into an Automatic Aid Agreement with the Township of Edwardsburgh/Cardinal for fire protection services;

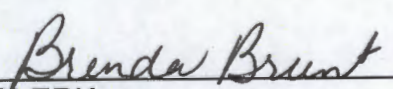
NOW THEREFORE the Council of the Corporation of the Municipality of South Dundas enacts as follows:

1. That an Automatic Aid Agreement with the Township of Edwardsburgh/Cardinal be executed for the purpose of fire protection services 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. 2012-44 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 16th day of July, 2019.



MAYOR



CLERK

THIS AGREEMENT made in duplicate the 16th day of July, 2019.

BETWEEN:

**THE CORPRATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL**

hereinafter called "Edwardsburgh/Cardinal"

OF THE FIRST PART:

and

THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

hereinafter called "South Dundas"

OF THE SECOND PART:

WHEREAS pursuant to the *Municipal Act, 2001*, as amended, 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 their own boundaries;

AND WHEREAS pursuant to the Fire Protection and Prevention Act, 1997, as amended, 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) "**Automatic Aid Agreements**" for the purposes of the Fire Protection and Prevention Act, 1997, an *automatic aid agreement* means any Agreement under which:
 - i) a Municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a Fire Department in the Municipality is capable of responding more quickly than any Fire Department situated in the other Municipality; or,
 - ii) a Municipality agrees to ensure the provision of a supplemental response to fires, rescues and emergencies that may occur in a part of another Municipality where a Fire Department situated in the Municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the other Municipality.

- b) "**Fire Chief**" means the Fire Chief appointed by each individual Municipality or his/her designate.
 - c) "**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.
 - d) "**Fire Area**" means the Fire Area of the Municipality as described in Schedule "A" attached hereto and forming part of this Agreement.
2. The Edwardsburgh/Cardinal Fire Department will supply, except as herein after limited or excluded, **Automatic Aid** 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 Edwardsburgh/Cardinal Fire Department will respond to occurrences in the **fire area** of South Dundas.
 4. Once on scene, the Edwardsburgh/Cardinal Fire Department shall notify the South Dundas **Fire Chief** for calls other than structure fires by phone or through dispatch and give an update.
 5. Notwithstanding Section 3 above, the Edwardsburgh/Cardinal **Fire Chief** may refuse to supply the described response to occurrences if such response, personnel, apparatus or equipment are required in the Edwardsburgh/Cardinal Fire Department area or elsewhere. Similarly, the Edwardsburgh/Cardinal **Fire Chief** may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an emergency within the **fire area**.
 6. The Edwardsburgh/Cardinal **Fire Chief** shall have full authority and control over any and all activities in which the Edwardsburgh/Cardinal Fire Department may be engaged in the **fire area** of South Dundas until command is transferred to an Officer of the South Dundas Fire & Emergency Services.
 7. The Municipality of Edwardsburgh/Cardinal shall invoice the Municipality of South Dundas within 90 days of an occurrence.
 8. The Edwardsburgh/Cardinal Fire Department agrees to provide confirmation, satisfactory to South Dundas, that their communications centre (dispatch) is familiar with the recognized **fire area**.
 9. The Municipality of South Dundas agrees to maintain all streets and roads in the **fire area** identifiable by having them clearly marked at all intersections.
 10. The Municipality of 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 Edwardsburgh/Cardinal Fire Department.

11. In consideration of the **Automatic Aid Agreement** undertaken by the Edwardsburgh/Cardinal Fire Department and South Dundas Fire & Emergency Service, the Municipality of South Dundas shall reimburse the Edwardsburgh/Cardinal Fire Department at the rates outlined in Schedule "B".
12. Notwithstanding anything herein contained, no liability shall attach or accrue to the Edwardsburgh/Cardinal Fire Department for failing to supply to South Dundas on any occasion, or occasions, any of the **Automatic Aid Agreement** provided for this Agreement.
13. 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).
14. 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, shall be submitted to arbitration under the Provisions of the Municipal Arbitrations Act, R.S.O. 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 Arbitrations 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.
15. 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.
16. This Agreement shall be in force for a period of five (5) years commencing on June 18, 2019 and expiring on June 18, 2024, and thereafter shall be automatically renewed from year to year unless in any either party gives notice to the other party, as set out in Section 17 & 18.
17. Notwithstanding Section 16 setting out the termination date of the Agreement, the **Automatic Aid Agreement** may be renewed or extended by the mutual consent of the parties.
18. Notwithstanding Section 16, this **Automatic Aid Agreement** may be terminated at any time prior to, by either party giving written notice to the other party with a minimum of six (6) months prior to the desired termination date.

19. **Insurance:**

Each party shall maintain for the duration of the agreement, the following insurance:

- a) Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$25,000,000.00 per occurrence / \$25,000,000.00 annual aggregate for any negligent acts or

omissions by the Municipality relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; medical malpractice; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause

- b) The Corporation of the Municipality of South Dundas shall add the Corporation of Township of Edwardsburgh/Cardinal as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Municipality. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of Edwardsburgh/Cardinal.
- c) The Corporation of Township of Edwardsburgh/Cardinal shall add the Corporation of the Municipality of South Dundas as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Corporation of Municipality of South Dundas. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Municipality of South Dundas.
- d) Each party shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$25,000,000.00 inclusive for each and every loss.
- e) Each party shall carry Environmental Liability for a limit of not less than \$2,500,000.00 per incident / \$5,000,000.00 Aggregate covering gradual and sudden & accidental incidents arising from their operation. Coverage shall include third party liability for bodily injury and property damage including loss of use and on-site / off-site clean-up. If such insurance is a claim-made basis, such insurance shall be maintain for 2 years following conclusion of services or contain a 24-month extended reporting period.
- f) Each party shall be responsible for any deductible under their own insurance policy. Each party shall keep their property / assets insured – failure to do so will not impose any liability on the other party.
- g) The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality and/or Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality and/or Township.
- h) Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

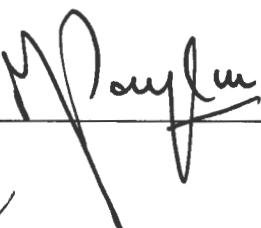
20. Indemnification:


- a) The Corporation of the Municipality of South Dundas shall defend, indemnify and save harmless the Corporation of the Township of Edwardsburgh/Cardinal, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Municipality of South Dundas, their officers, employees, volunteers, or others for whom the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by each party in accordance with this agreement and shall survive this agreement.
- b) The Corporation of the Township of Edwardsburgh/Cardinal shall defend, indemnify and save harmless the Corporation of the Municipality of South Dundas, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise, by the Corporation of the Township of Edwardsburgh/Cardinal, their officers, employees, volunteers, or others for whom the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

IN WITNESS WHEREOF the parties have executed this agreement this 16th day of July, 2019 in the Municipality of South Dundas, County of Dundas, in the Province of Ontario.

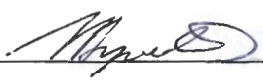
SIGNED, SEALED and EXECUTED

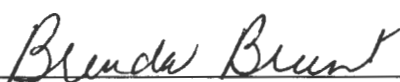
The Corporation of the Township of Edwardsburgh/Cardinal

Mayor 

Clerk 

The Corporation of the Municipality of South Dundas

Mayor 

Clerk 

Schedule "A" (cont'd)

Attached to and forming part of

"THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

AND

"THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

Area coverage description as follows:

County Road 2 – Start at civic number 10010 South side to 10109 on north side.

All properties on Marine Station Road.

South side of Broken Second Road – Start at civic number 10014 to 10064.

North side of Broken Second Road – Start at civic number 10015 to 10051.

Property North of 401 to South Side English Road being PT Lot 36, Lot 37, PT Lot 38 Con 1.

North Side of English Road and Safford Road – civic numbers 5227 & 5249.

This is a detailed map of the Morrisburg area in Ontario, Canada. The map shows a grid of roads and various towns and villages. The towns labeled include Winchester Springs, Dunbar, Elma, Williamsburg, Dundela, Glen Becker, Morrisburg, Iroquois, Stampville, Irena, Hanesville, and Hulsbert. The map also shows the St. Lawrence River to the east and the Ottawa River to the south. The map is oriented with North at the top.

Schedule "B"

Attached to and forming part of

"THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

AND

"THE CORPORATION OF THE MUNICIPALITY OF SOUTH DUNDAS

Reimbursement of costs for equipment, materials and manpower for taking action to; Prevent or fight fire, use of (auto) extrication equipment or any other response or incidents the Fire Department would normally respond to in Edwardsburgh/Cardinal, shall be based on the Ministry of Transportation (MTO) established rates as follows:

- First hour per piece of equipment – MTO rate (cost recovery)
- Each additional half hour or part thereof - MTO rate (cost recovery)