

THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL

BY-LAW NO. 2013-24

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AUTOMATIC AID AGREEMENT WITH THE CORPORATION OF THE
MUNICIPALITY OF NORTH GRENVILLE FOR FIRE SERVICES"**

WHEREAS the Municipal Council of the Township of Edwardsburgh/Cardinal deems it advisable to enter into an automatic agreement with the Corporation of the Municipality of North Grenville in respect to fire services

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

1. That the Mayor and Clerk are hereby authorized to execute the agreement attached hereto as Schedule "A" on behalf of the Corporation of the Township of Edwardsburgh/Cardinal.
2. That Schedule "A" shall form part of this by-law.

By-law passed, signed, sealed and numbered in open Council this 22nd day of April, 2013.



Mayor



Clerk

THIS AGREEMENT made in duplicate the 24th day of April, 2013

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH/CARDINAL

hereinafter called "Edwardsburgh/Cardinal"

OF THE FIRST PART:

-and-

THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE

hereinafter called "North Grenville"

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 Municipality 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) Structural and Vehicle Fires; and or
 - (ii) Motor Vehicle Collisions

2. Edwardsburgh/Cardinal will supply, except as herein after limited or excluded, "fire protection services" to North Grenville 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 North Grenville 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 North Grenville Fire Service.
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 North Grenville until command is transferred to the North Grenville Fire Service.
7. The fire chief, or designate, shall report to North Grenville all occurrences in the fire area to which the fire department has responded.
8. North Grenville agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for firefighting operations.
9. North Grenville agrees to maintain all streets and roads in the fire areas identifiable by having them clearly marked at all intersections.
10. North Grenville 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. North Grenville warrants that appropriate by-law(s) have been enacted authorizing the activities and responsibilities.

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 North Grenville Fire Service.
14. In consideration of the fire protection services undertaken by Edwardsburgh/Cardinal in North Grenville, the Municipality of North Grenville 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 Municipality 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 commencing on XXXXXXXXXXXXXXXX

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.

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 *Bill Sloan*

Clerk *Amel Kinsley*

The Corporation of the Municipality of North Grenville

Mayor *David Gordon*

Clerk *Alfred [Signature]*



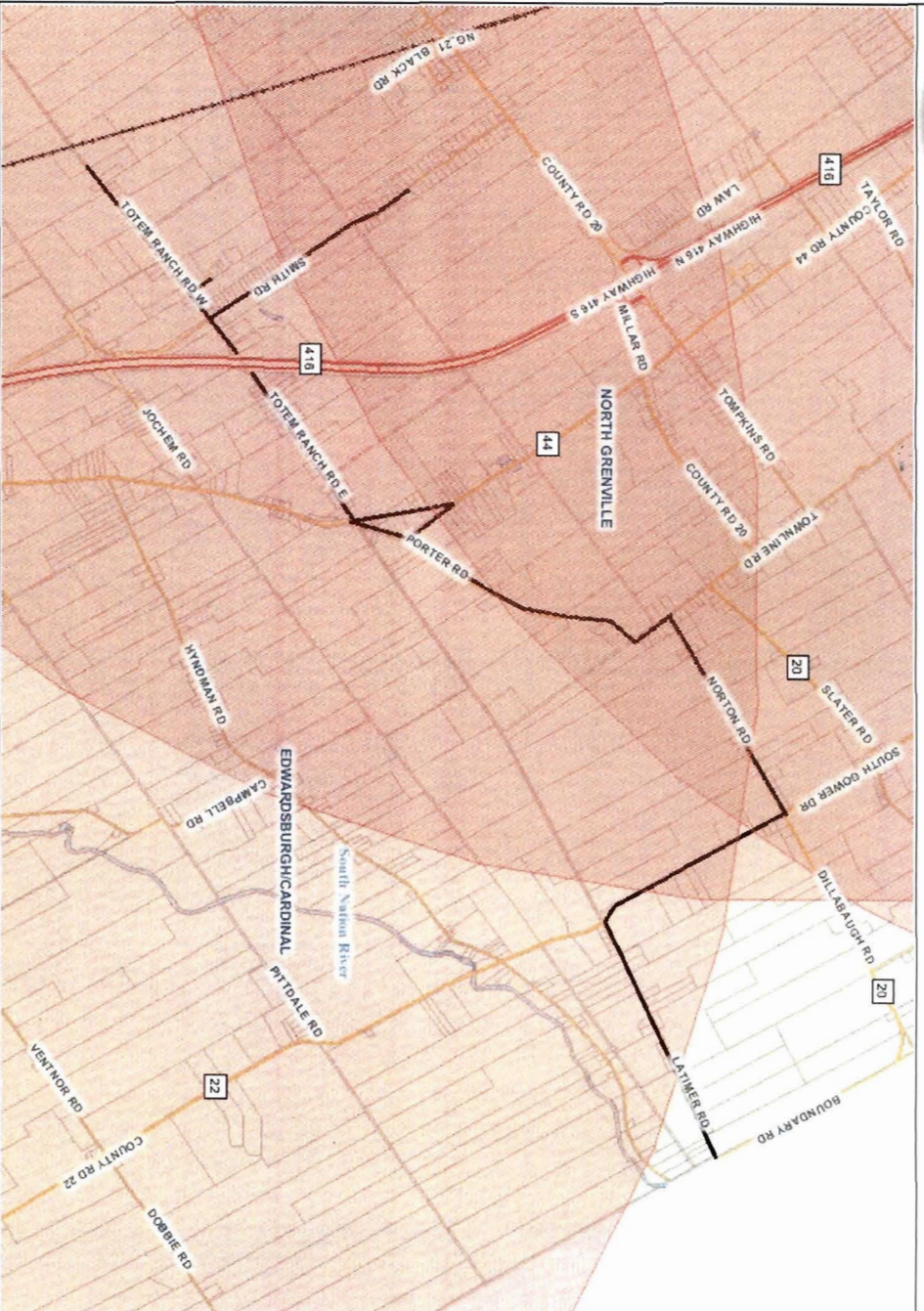
"SCHEDULE A"

- Latimer Road from Boundary Road to County Road 22 - North side of the Road
- County Road 22 from Latimer Road to Norton Road – both sides of the Road
- Norton Road from County Road 22 to Town Line Road – both sides of the Road
- Town Line Road from Norton Road to Porter Road – both sides of the Road
- Porter Road from Town Line Road to County Road 44 – both sides of the Road
- Mackenzie Road from Porter Road to County Road 44 – both sides of the Road
- County Road 44 from MacKenzie Road to Totem Ranch Road East – both sides of the Road
- Totem Ranch Road East from County Road 44 to Dead End –North side of Road
- Totem Ranch Road West from Dead End to Dead End – North side of Road
- Brichview Lane from Totem Ranch West to Dead End – Both sides of the Road
- Smith Road from Totem Ranch Road West to Smith Road municipal address 33 – both sides of the Road



MUNICIPALITY OF NORTH GRENVILLE

Fire Coverage Area



Legend

- Transportation Numbers
- Transportation Labels
- Transportation Network
- Provincial Hwy 4 Ln
- Provincial Hwy 2 Ln
- 1000 Islands Pkwy
- County Rd
- Arterial St
- Local St
- Thousand Islands Pkwy
- Municipal Rd
- Private Rd
- Water Bodies
- Railway
- Land Parcels
- Housing
- UCLG Housing
- Non-Profit Housing
- Municipal Boundary

Map Printed On {2013-03-22 10:18}

Disclaimer This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation. Designed and produced by: United Counties of Leeds & Grenville. Source of information: UTM, Grid Zone 18, NAD 1983, with data supplied under licence by members of the Ontario Geospatial Data Exchange (OGDE), and Teranet inc. Queens Printer of Ontario