

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2016 - 17

Being a By-law to enter into an Automatic Aid Agreement with the Corporations of the Township of Perry, Town of Kearney, Township of McMurrich/Monteith, Township of Armour, Village of Burk's Falls, and Township of Ryerson.

WHEREAS Section 20(1) of the *Municipal Act, S.O. 2001, c.25*, as amended, authorizes municipalities to enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, 1997*, as amended, hereinafter referred to as the 'FPPA', authorizes a municipality 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 Magnetawan delivers fire protection services and manages assets to meet municipal responsibilities required by the FPPA;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

- 1. THAT** the Corporation of the Municipality of Magnetawan enter into an Automatic Aid Agreement with the Corporations of the Township of Perry, Town of Kearney, Township of McMurrich/Monteith, Township of Armour, Village of Burk's Falls, and Township of Ryerson, attached as Schedule 'A' to this By-law; and
- 2. THAT** this By-law take effect on the date of signing of the Agreement.

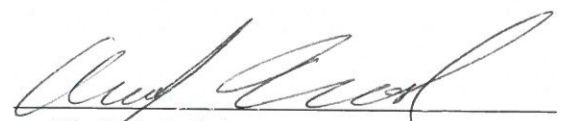
READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 13th day of April, 2016

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor

Council MTG. of April 13/16
Agenda Item # 8.6



Clerk-Administrator

Automatic Aid Agreement

WHEREAS Section 20(1) of the *Municipal Act*, S.O. 2001, c. 25 authorizes municipalities to enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

WHEREAS Section 2.(6) of the *Fire Protection and Prevention Act*, 1997, as amended, (FPPA), states that "a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies";

AND WHEREAS the Municipalities of Armour, Burk's Falls, Kearney, Magnetawan, McMurrich-Monteith, Perry and Ryerson, deliver fire protection services and manage assets to meet municipal responsibilities required by the FPPA;

AND WHEREAS the municipalities are prepared to make available personnel and equipment as outlined in the automatic aid running assignment; and now therefore, in consideration of the mutual covenants, conditions and considerations herein contained, the said municipalities agree as follows:


1. In this agreement, unless the content otherwise requires,
 - a. **"Automatic Aid"** means the provision of initial/supplemental response to fires, rescues and emergencies that may occur in a part of another municipality.
 - b. **"Automatic Aid Running Assignment"** means the response guidelines for automatic aid in the fire areas as annually reviewed and approved by the fire chiefs.
 - c. **"Designate"** means a person, who, in the absence of the fire chief, has the same powers and authority as the fire chief.
 - d. **"Fire Area"** means the geographic area of the municipality requesting the response.
 - e. **"Fire Chief"** means the chief of the municipal fire department.
 - f. **"Fire Department"** means a municipal fire department.
2. The said municipalities will supply automatic aid to the fire areas of the participating municipalities.
3. Apparatus and personnel will respond to occurrences in the fire areas as outlined in the *Automatic Aid Running Assignment*.
 - a. Should the fire chief or designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the fire areas, such assistance may be summoned.
4. The fire chief or designate may refuse to supply a response in the fire area if personnel and equipment are required in the home municipality. The fire chief or designate may order the return of apparatus and equipment that is responding to, or is at the scene of, an occurrence in the fire area.


5. This agreement shall remain in force until any party provides written notice of termination at least 180 days prior to the desired date of termination.
6. No liability shall attach or accrue to any assisting municipality by reason of any injury or damage sustained by personnel, apparatus and/or equipment.
 - a. No liability shall be attached or accrued to an assisting municipality for failing to supply personnel, apparatus and/or equipment on any occasion.
7. 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 mutatis mutandis.
8. This Agreement comes into effect on April 29, 2016.

IN WITNESS WHEREOF the Parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

By Perry on the 6th day of April, 2016.

THE CORPORATION OF THE TOWNSHIP OF PERRY

Per: 
Norm Hofstetter, Mayor

Per: 
Beth Morton, Clerk-Administrator

By Kearney on the _____ day of _____, 2016.

THE CORPORATION OF THE TOWN OF KEARNEY

Per: _____
Lance Thrale, Mayor

Per: _____
Brenda Fraser, Clerk-Administrator

By McMurrich/Monteith on the _____ day of _____, 2016.

THE CORPORATION OF THE TOWNSHIP OF MCMURRICH/MONTEITH

Per: _____
Joanne Griffiths, Reeve

Per: _____
Cheryl Marshall, Clerk-Administrator

By Armour on the day of , 2016.

THE CORPORATION OF THE TOWNSHIP
OF ARMOUR

Per: _____
Bob MacPhail, *Reeve*

Per: _____
Wendy Whitwell, *Clerk-
Administrator*

By Burk's Falls on the day of , 2016.

THE CORPORATION OF THE VILLAGE OF
BURK'S FALLS

Per: _____
Cathy Still, *Reeve*

Per: _____
Nicky Kunkel, *Clerk*

By Ryerson on the day of , 2016.

THE CORPORATION OF THE TOWNSHIP
OF RYERSON

Per: _____
Glenn Miller, *Reeve*

Per: _____
Judy Kosowan, *CAO Clerk-Deputy
Treasurer*

By Magnetawan on the 13th day of *April* , 2016.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____
Sam Dunnett, *Reeve* *MAYOR*

Per: _____
Andrew Farnsworth, *Clerk-
Administrator*

AUTOMATIC AID RUNNING ASSIGNMENT

	STRUCTURE FIRE POSSIBLE OR CONFIRMED	ICE/WATER RESCUE	MVC
PERRY WEST	Perry full response Sprucedale pumper, tanker & personnel Kearney tanker & personnel BF tanker & personnel Magnetawan personnel	Perry full response Kearney team & equipment Magnetawan team & equipment Sprucedale personnel	Any location Hwy. 11 between Emsdale and BF, NB or SB lanes. FULL RESPONSE BF AND Perry FD.
PERRY EAST	Perry full response Kearney pumper, tanker & personnel Sprucedale tanker & personnel BF tanker & personnel Magnetawan personnel	Perry full response Kearney team & equipment Magnetawan team & equipment BF personnel	Any location Hwy. 11 between Emsdale and BF, NB or SB lanes. FULL RESPONSE BF AND Perry FD.
KEARNEY	Kearney full response Perry pumper, tanker & personnel Sprucedale tanker & personnel BF tanker & personnel Magnetawan personnel	Kearney full response Magnetawan team & equipment Perry personnel BF personnel	Extrication as requested
KEARNEY NORTH	Kearney full response BF pumper, tanker & personnel Perry tanker & personnel Sprucedale tanker & personnel Magnetawan personnel Sundridge tanker (upon request)	Kearney full response Magnetawan team & equipment BF personnel Perry personnel	Extrication as requested

AUTOMATIC AID RUNNING ASSIGNMENT

	STRUCTURE FIRE POSSIBLE OR CONFIRMED	ICEMATER RESCUE	MVC
SPRUCCEDALE SOUTH	Sprucedale full response Perry pumper, tanker & personnel Kearney tanker & personnel BF tanker & personnel Magnetawan	Sprucedale full response Kearney team & equipment Magnetawan team & equipment Perry personnel	FULL RESPONSE SPRUCCEDALE FD AND EXTRICATION FROM PERRY FD.
SPRUCCEDALE NORTH	Sprucedale full response Perry pumper, tanker & personnel BF tanker & personnel Magnetawan tanker & personnel Kearney personnel	Sprucedale full response Kearney team & equipment Magnetawan team & equipment BF personnel	FULL RESPONSE SPRUCCEDALE FD AND EXTRICATION FROM PERRY FD.
BURK'S FALLS WEST (RYERSON)	BF full response Magnetawan pumper, tanker & personnel Perry tanker & personnel Sprucedale tanker & personnel Kearney personnel	BF full response Magnetawan team & equipment Kearney team & equipment Sprucedale personnel	
BURK'S FALLS EAST (ARMOUR)	BF full response Perry pumper, tanker & personnel Kearney tanker & personnel Sprucedale tanker & personnel Magnetawan personnel Sundridge tanker (upon request)	BF full response Kearney team & equipment Magnetawan team & equipment Sprucedale personnel	Any location Hwy. 11 between BF and Sundridge, NB or SB lanes. FULL RESPONSE BF AND SUNDRIDGE FD. Any location Hwy. 11 between Emsdale and BF, NB or SB lanes. FULL RESPONSE BF AND Perry FD.

AUTOMATIC AID RUNNING ASSIGNMENT

	STRUCTURE FIRE POSSIBLE OR CONFIRMED	ICEMATER RESCUE	MVC
MAGNETAWAN EAST	Magnetawan full response BF pumper, tanker & personnel Perry tanker & personnel Sprucedale tanker & personnel Sundridge tanker (upon request) Kearney personnel	Magnetawan full response Kearney team & equipment Perry personnel BF personnel	Extrication as requested
MAGNETAWAN WEST	Magnetawan full response BF pumper, tanker & personnel Perry tanker & personnel Sprucedale tanker & personnel Whitestone tanker (upon request) Kearney personnel	Magnetawan full response Kearney team & equipment Sprucedale personnel BF personnel	Extrication as requested

CURRENT AUTO AID AREAS AND ACTIVATION CRITERIA FOR MEDICAL AND FIRE RESPONSE REMAINS UNCHANGED

Magnetawan to have automatic aid agreement with Sundridge/Strong FD in the near future.

- Farthest station response with personnel will be staged-on-route, stand-by at a neighbouring station or report to scene as required by Incident Command.
- Running assignment posters will be created and located in each station for staff to refer to prior to departing station for an automatic aid response.
- Simplified version of chart will be created for PS Dispatch use.

AUTOMATIC AID RUNNING ASSIGNMENT

- Any department requiring assistance outside chart criteria would make a request to Dispatch as per current practice, indicating department(s) required and type of assistance being requested.