

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2016 - 21

Being a By-law to enter into an Automatic Aid Agreement with the Village of Sundridge and the Township of Strong for the provision of supplemental fire protection services.

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 Village of Sundridge, the Township of Strong and the Municipality of Magnetawan deliver fire protection services and manage assets to meet municipal responsibilities required by the FPPA;


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

THAT the Corporation of the Municipality of Magnetawan enter into an Automatic Aid Agreement with the Village of Sundridge and the Township of Strong, attached as Schedule 'A' to this By-law; and

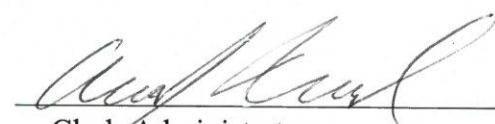
THAT this By-law take effect on the date of signing of the Agreement.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 25th day of May, 2016

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



Clerk-Administrator

Council MTG. of May 25/16

Agenda Item # 8.1

Municipality of Magnetawan
By-law 2016-21 Schedule 'A'

AUTOMATIC AID AGREEMENT

BETWEEN:

THE CORPORATION OF THE VILLAGE OF SUNDRIDGE AND THE CORPORATION OF THE TOWNSHIP OF STRONG herein after called the "Sundridge Strong Fire Department"

And

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN herein after called "Magnetawan Fire Department"

Preamble The scope of this agreement is to provide supplemental fire protection services for the Villages of Sundridge and the Township of Strong and the Municipality of Magnetawan. This agreement will allow for up to 2 (two) apparatus and 6 (six) personnel. In the event the incident requires additional resources outside of this agreement such resources may be sent under Mutual Aid. The Sundridge Strong Fire Department and the Magnetawan Fire Department will respond to calls for service under the following conditions:

1. All possible structure fires within the **Fire Area**
2. At the request of the Sundridge Strong Fire Department or the Magnetawan Fire Department
3. At the request of OPP or Ambulance

WHEREAS Section 2,(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter automatic aid agreements to provide and /or receive fire protection services;

WHEREAS By-laws have been duly enacted by the Corporate Parties hereto respectively pursuant to the provision of Section 20(1) of the Municipal Act S.O. 2001, Chapter 25, to authorize an agreement between said parties relative to the use of certain firefighting equipment of the Sundridge Strong Fire Department and the Magnetawan Fire Department within the described fire area. NOW, in the consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

Council MTG. of May 25/16

Agenda Item # 8.1

1. Definitions

In this agreement,

- (a) “**Assisting Fire Department**” means the fire department providing supplemental **Fire Protection Services** to the **Host Fire Department**
- (b) “**Designate**” means a fire officer or firefighter acting on behalf of the **Fire Chief**
- (c) “**Fire Chief**” means the Chief of Sundridge Strong Fire Department or the Chief of the Magnetawan Fire Department
- (d) “**Fire Area**” means all of the area(s) of the Villages of Sundridge the Townships of Strong and Municipality of Magnetawan, as described in Appendix 1, attached to and forming part of this agreement
- (e) “**Fire Protection Services**” means and include “fire suppression, training of person involved in the provision of fire protection services, rescue and other emergency services as defined”.
- (f) “**Host Fire Department**” means the fire department responsible for the area the emergency occurred in
- (g) “**Mutual Aid**” means the Nipissing East Parry Sound Mutual Aid plan.

2. Fire Area

The Sundridge Strong Fire Department and Magnetawan Fire Department will supply **Fire Protection Services** to all the properties and residents situated within the geographical area as shown as Appendix “A”.

3. Fire Protection Services

- (a) The Sundridge Strong Fire Department and the Magnetawan Fire Department will supply, except as hereinafter limited or excluded, “**Fire Protection Services**” to the “**Fire Area**”.
- (b) The fire apparatus and personnel of the **Fire Department** will respond, with up to two vehicles for initial response, to occurrences in the **Fire Area**. The **Fire Chief** or **Designate** of the **Host Fire Department** will determine the level of response provided for example offensive interior or defensive exterior operations.
- (c) Should the **Fire Chief** or **Designate** of the **Host Fire Department** require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, at an occurrence in the **Fire Area**, such assistance shall be summoned. Additional resources will be part of **Mutual Aid**
- (d) The “**Fire Protection Services**” provided under this agreement shall be authorized for the complete termination of the emergency, including reporting and the **Fire Chief** or his **Designate** of the **Host Fire Department** shall be in charge

of all operations including the arranging of additional assistance that may be required.

4. Fire Department Authority

- (a) The **Fire Chief** or **Designate** of the **Assisting Fire Department** may refuse to supply response if personnel, apparatus or equipment is required in the **Host Fire Departments** municipalities or elsewhere, under the provisions of the District or Regional Mutual Aid Plan.
- (b) The **Fire Chief** or **Designate of the Assisting Fire Department** 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** or **Designate** may summon assistance in accordance with provisions in Section 3,(c).

5. Payment

- (a) Automatic Aid is to be provided to participants on a reciprocal basis (i.e. no costs involved.)

6. Liabilities

- (a) Notwithstanding anything herein contained, no liability shall attach or accrue to the Villages of Sundridge, the Townships of Strong or the Municipality of Magnetawan for failing to supply **Fire Protection Services** on any occasion, or occasions, provided for in this agreement.

7. Termination and Amendments

- (a) This agreement shall remain in force until either party provides written notice of termination at least sixty (60) days prior to the desired date of termination.
- (b) 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 amendments(s)

8. Duration

- (a) This agreement shall remain in force until it is amended by mutual consent as defined on by **8.(b)** of this agreement or is terminated by either party as defined by **8.(a)** of this agreement

(b) **Disputes**

If any dispute arises between the parties to this agreement, respecting any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under provision of the Municipal Arbitration Act, R.S.O. 1990, CHAPTER M.48 Last amendment: 2006, c.32, Sched.D, s.9.

(c) and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement


(d) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration 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 pursuant to the provisions of the Arbitration Act R.S.O. 1990, CHAPTER M.48 Last amendment: 2006, c.32, Sched.D, s.9. or pursuant to any successor legislation.

9. In witness whereof the parties hereunto affixed the signatures of their duly authorized officers together with their corporate seals.


The Parties signature affixed hereto indicate their agreement with the foregoing, and acknowledge their intention to proceed in good faith in all matters relevant to this agreement.

Signed the _____ day of _____ 2016 at the Village of South River, Ontario.

For the Sundridge Strong Fire Department



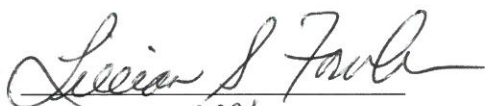
LYLE
Lyle Hall-Mayor
Village of Sundridge



Chris Ellis-Mayor
Township of Strong




Wayne Beavis-Fire Chief




Lillian S Fowler-^{CAO}Clerk Administrator 217

For the Magnetawan Fire Department



Sam Dunnett-Mayor

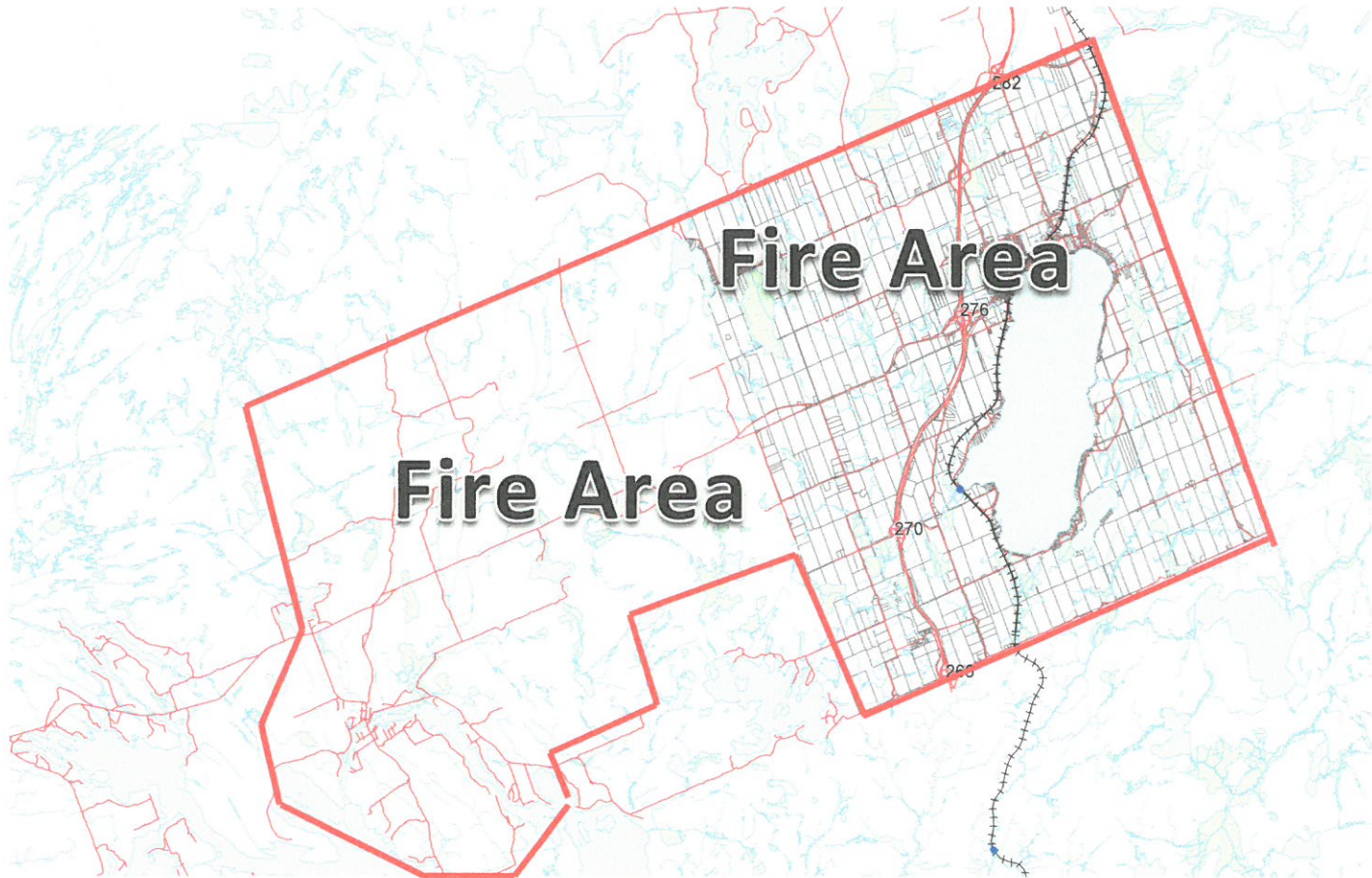


Andrew Farnsworth- Clerk Administrator



Dean Butticci -Fire Chief

**Appendix A – Fire Protection Area Automatic Aid Agreement
For Sundridge Strong and Magnetawan Fire Departments**



The fire area includes:

- All of the Village of Sundridge
- All of the Township of Strong
- The Municipality of Magnetawan from Highway 124 East of Hwy 520, Highway 520 from Highway 124 to Port Carmen and all properties accessible from the above Highways