

THIS AGREEMENT made this            day of            , 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF ALBERTON,**

**THE CORPORATION OF THE TOWNSHIP OF CHAPPLE,**

**THE CORPORATION OF THE TOWNSHIP OF EMO,**

**THE CORPORATION OF THE TOWNSHIP OF LA VALLEE**

**And The CORPORATION OF THE TOWN OF FORT FRANCES**

(herein collectively referred to as the "Parties")

**WHEREAS** Section 2(6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

**AND WHEREAS** the Townships of Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

**AND WHEREAS** each of The Townships Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality requesting service via automatic aid and in coverage situations on certain terms and conditions;

**NOW THEREFORE**, in consideration of the mutual covenant's conditions, considerations and payments herein contained, the respective Councils for the Townships of Alberton, Chapple, Emo, La Vallee & Town of Fort Frances mutually agree as follows:

**1. Definitions for the purpose of this Agreement:**

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Alberton Volunteer Fire Department"** means the Township of Alberton Volunteer Fire Department, herein referred to as AVFD. (District Station #9).
- d) **"Emo Fire & Emergency Service"** means the Township of Emo Fire & Emergency Service, herein referred to as EFES. (District Station #7)

- e) **“Chapple Fire & Emergency Service”** means The Township of Chapple Fire & Emergency Service, herein referred to as CFES. (District Station #5 South and #5 North)
- f) **“La Vallee Fire & Emergency Service”** means the Township of La Vallee Fire & Emergency Service, herein referred to as LFES. (District Station #8)
- g) **“Fort Frances Fire & Rescue Service”** means the Town of Fort Frances Fire & Rescue Service, herein referred to as FFRS (District Station #11)
- h) **“Incident Commander”** means the person in command of an incident, also referred to in this Agreement as IC.
- i) **“Fire Protection Services”** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services as described below.
- j) **“Sufficient Resources”** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- k) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private roadways, lanes, drives, and access.

## 2. Automatic Aid:

- a) This Agreement is intended to be used on a day to day basis in order to meet the following objectives:
  - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
  - (ii) Provide the Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure, the coverage would also be provided to those areas.
  - (iii) Provide the Townships of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
  - (iv) Provide the Township of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require water related emergency services, as deemed required by the Incident Commander.
  - (v) Provide the Township of Alberton a water supply from fire hydrants, as deemed required by the Incident Commander.

### 3. Conditions of Response

- a) Each municipality is responsible to its own taxpayers first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of a Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

### 4. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.
- b) This Agreement may be amended only by way of a written Addendum signed by all Parties to this Agreement. The Agreement or may be repealed and replaced with a revised Agreement at any time upon formal authorization by by-law by the Council of each participating party to same.
- c) In the event that 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 this Agreement, such dispute shall be submitted to the respective Party. Negotiations regarding any dispute will be initiated by both Parties.
- d) In the event that 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 this Agreement, and negotiation between the Parties has not resolved the dispute within sixty days of initiating negotiations, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the disputing Parties.
- e) 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 failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

- f) Cost for an arbitrator will be split even (50% cost sharing arrangement) between the disputing Parties.

## **5. Billing Conditions**

- a) The Fire Chief of the responding municipality, or designate, shall notify the municipal Treasurer or designated person when any billable service has been provided by that municipality's Fire Service under this Agreement.
- b) Billings under this Agreement will be issued by the municipal Treasurer or designated person for a responding Fire Service during the month after such services are provided. Billing shall be at the current MTO provincial rate per apparatus.
- c) The Parties receiving a bill for services under this Agreement shall remit payment of same upon receipt.

## **6. Legal**

- a) This Agreement shall come into force and effect on the date of passing of a by-law approving same by Councils of the respective Parties hereto.
- b) This Agreement shall be reviewed by the Parties at least once every five years, or on request of any Party hereto.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed from this Agreement.
- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as "Limited Services" as defined in Section 1 of this Agreement.
- e) The Parties hereto shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered enroute, environmental factors and impeded access.
- f) No liability shall attach or accrue to the Parties or any of them under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.

**AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES**

- g) That this Agreement may be cited as the “Alberton, Chapple, Emo, La Vallee & Fort Frances Automatic Aid Agreement”.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

**The Corporation of the Township of Alberton**

\_\_\_\_\_  
REEVE (seal)

\_\_\_\_\_  
CAO/Clerk-Treasurer

WE HAVE AUTHORITY TO BIND THE CORPORATION

**The Corporation of the Township of Chapple**

\_\_\_\_\_  
REEVE (seal)

\_\_\_\_\_  
CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

**The Corporation of the Township of Emo**

\_\_\_\_\_  
MAYOR (seal)

\_\_\_\_\_  
CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

**The Corporation of the Township of La Vallee**

\_\_\_\_\_  
REEVE (seal)

\_\_\_\_\_  
CLERK-TREASURER

WE HAVE AUTHORITY TO BIND THE CORPORATION.

**The Corporation of the Town of Fort Frances**

\_\_\_\_\_  
MAYOR (seal)

\_\_\_\_\_  
CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.