

Township of McMurrich/Monteith

By-Law 07-2013

Being a By-law to authorize the Execution of an Automatic Aid Agreement between the Corporation of the Township of McMurrich/Monteith and the Corporation of the Township of Perry

WHEREAS Section 20(1) of the Municipal Act, 2001, provides that the Council of a Municipality may make an agreement with another municipality for any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Council deems it desirous to enter into an Automatic Aid Agreement with the Township of Perry in order to receive Auto Extrication Services;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MCMURRICH/MONTEITH ENACTS AS FOLLOWS:


1. That the Reeve and Clerk/Treasurer are hereby authorized and directed to execute on behalf of the Corporation and under Seal of the Corporation, the Automatic Aid Agreement between the Corporations of the Township of McMurrich/Monteith and the Township of Perry.
2. That Appendix "A", as attached, shall form part of this By-Law.
3. That this Bylaw shall come into effect upon the date of passage hereof.

READ a first and second time this 4th day of February, 2013.

READ a third and final time this 4th day of March, 2013.



Glynn Robinson, Reeve



Cheryl Marshall, Clerk/Treasurer

Automatic Aid Agreement

This agreement made this 16th day of January, 2013

The Corporation of the Township of Perry

and

The Township of McMurrich / Monteith

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

AND WHEREAS the Township of Perry operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through the fire department situated within the Township Of Perry.

AND WHEREAS the Township of Perry is prepared to make available Auto Extrication services to the Township of McMurrich / Monteith and the Township of Perry is agreeable, to the request of the Township of McMurrich / Monteith to provide Auto Extrication services to the Township of McMurrich / Monteith;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations herein contained the Township of Perry and the Township of McMurrich / Monteith mutually agree as follows:

1. In this agreement, unless the context otherwise requires,

- a) "**Designate**" means a person who, in the absence of the *fire chief*, has the same powers and authority as the *fire chief*,
- b) "**Fire Chief**" means the chief of The Township of Perry
- c) "**Fire Area**" means the geographic area of the Township of McMurrich / Monteith
- d) "**Fire Department**" means the Township of Perry Volunteer Fire Department
- e) "**Auto Extrication Services**" means and includes auto extrication only

2. The Township of Perry will supply *auto extrication services* to the geographic area of the Township of McMurrich / Monteith

3.a) The fire apparatus and personal of the *fire department* will respond to occurrences in the *fire area* in a like manner as if the response were in the Township of Perry

- b) Should the *fire chief* or *designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, or equipment, to an occurrence in the *fire area*, such assistance may be summoned.

4. The *fire chief* or *designate* may refuse to supply "*Auto Extrication Services*" in the "*fire area*" if the personnel, apparatus and equipment are required in the Township of Perry. Similarly the "*fire chief*" may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the "*fire area*". No liability shall be attached or accrued to the Township of Perry for failing to supply to the Township of McMurrich / Monteith on any occasion or occasions the said *Auto Extrication Services* provided

for in this agreement. In such cases the *fire chief* or *designate* may summon assistance in accordance with Section 3.b)

5. a) This agreement shall remain in force until either party provides written notice of termination at least 180 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 amendment(s).

6. a) 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 this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990c M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.

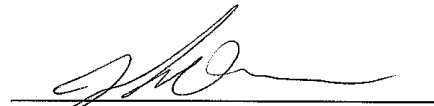
b) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the presence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

7. No liability shall attach or accrue to the Township of Perry by reason of any injury or damage sustained by personnel, apparatus and / or equipment of the *fire department* while engaged in the provision of *auto extrication* in the *fire area*.

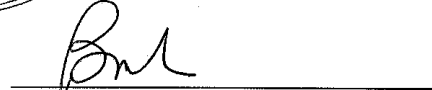
8. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.

Dated at the Township of Perry, this 16th day of January, 2013.

The Corporation of the Township of Perry



John Dunn, Mayor



Beth Morton, Clerk/Administrator

Dated at the Township of McMurrich/Monteith this 4th day of February, 2013.

The Township of McMurrich/Monteith



Glynn Robinson, Reeve



Cheryl Marshall, Clerk