

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH CARDINAL**

BY-LAW NO. 2020-

“BEING A BY-LAW TO AUTHORIZE AN AUTOMATIC AID AGREEMENT WITH THE CORPORATION OF THE TOWN OF PRESCOTT FOR FIRE PROTECTION SERVICES”

WHEREAS the Municipal Act, 2001 S.O 2001, c.25, Section 20(1) as amended, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies; and

WHEREAS pursuant to the Fire Protection and Prevention Act, 1997, as amended, municipalities may enter into an Automatic Aid Agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies; and

WHEREAS the Automatic Aid Agreement will permit the Town of Prescott to provide the initial or supplemental responses to fires, rescues, and emergencies for certain properties in the Township of Edwardsburgh Cardinal; and

WHEREAS the Township of Edwardsburgh Cardinal deems it necessary to enact an Automatic Aid Agreement with the Town of Prescott;

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

1. That an Automatic Aid Agreement with the Corporation of the Town of Prescott be executed to provide the initial or supplemental response to fires, rescues and emergencies in accordance with the Agreement attached hereto as Schedule “A”.
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement.
3. That bylaw 1994-25 and all other bylaws previously passed that are inconsistent with the provisions of this bylaw are hereby repealed.
4. That this bylaw shall come into force and take effect on the date of passing.

Read a first and second time in open Council this 23 day of November, 2020.

Read a third and final time, passed, signed and sealed in open Council this 23 day of November, 2020.

Mayor

Clerk

The Corporation of the Township of Edwardsburgh Cardinal

Hereinafter called "Edwardsburgh Cardinal"

Of the first

part: AND

The Corporation of the Town of Prescott

Hereinafter called "Prescott"

OF THE SECOND PART:

WHEREAS pursuant to the Municipal Act, 2001, c.25 S., 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 their own bodies;

AND WHEREAS Section 2(6) of the Fire Protection and Prevention Act, 1997 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. **"Automatic Aid Agreement"** for the purpose of the Fire Protection and Prevention Act, 1997 an automatic aid agreement means any agreement under which
 - i. A municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of responding more quickly than any fire department situated in the other municipality; or
 - ii. A municipality agrees to ensure the provision of a supplement response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplement response to fires, rescues and emergencies occurring in the of the other municipality. 1997, c.4, s 1(4)
 - b. **"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.
 - c. **"Department"** means the home fire department
 - d. **"Fire Chief"** means the Fire Chief appointed under the subsection 6(1), (2) or (4) FPPA 1997
 - e. **"Fire Area"** means the Fire Area(s) of the municipality as described in Schedule "A" attached hereto and forming part of this agreement.

2. The **Prescott Fire Department** will supply, except as herein after limited or excluded, **automatic aid** to the Township of Edwardsburgh Cardinal in the **fire area** as described in Schedule "A" attached hereto and forming part of this agreement.
3. The **Prescott Fire Department** will provide the services in Edwardsburgh Cardinal as outlined in Schedule "B".
4. The fire apparatus and personnel of the **Prescott Fire Department** will respond to occurrences in the fire area of Edwardsburgh Cardinal. Response protocols will follow the SOG's of the **Prescott Fire Department** as outlined.
5. Notwithstanding Section 3 above, the **Prescott Fire Chief** or **designate** may refuse to supply the described response to occurrences if such response, personnel, apparatus or equipment are required in the **Prescott Fire Department** area or elsewhere. Similarly, the **Prescott Fire Chief** or **designate**, may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an emergency within the **fire area**.
6. The **Prescott Fire Chief** or **designate**, shall have full authority and control over any and all activities in which the **Prescott Fire Department** maybe engaged in the **fire area** of Edwardsburgh Cardinal until command is transferred to an officer of the Edwardsburgh Cardinal Fire Department.
7. The **Prescott Fire Chief** or **designate**, shall report to Edwardsburgh Cardinal all occurrences in the **fire area** to which the **Prescott Fire Department** has responded.
8. The Edwardsburgh Cardinal Fire Department agrees to provide confirmation to their communications centre (dispatch) of the **Automatic Aid Agreement** and **fire area**.
9. Edwardsburgh Cardinal agrees to maintain all streets and roads in the **fire area** identifiable by having them clearly marked at all intersections.
10. Edwardsburgh Cardinal 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 **Prescott Fire Department**.
11. In consideration of the **Automatic Aid Agreement** undertaken by the **Prescott Fire Department** in Edwardsburgh Cardinal, the Township of Edwardsburgh Cardinal shall reimburse the **Prescott Fire Department** at the rates outlined in Schedule "C". Invoicing will be done on a quarterly basis.
12. Notwithstanding anything herein contained, no liability shall attach or accrue to the **Prescott Fire Department** for failing to supply to Edwardsburgh Cardinal on any occasion, or occasions, and of the **Automatic Aid Agreement** provided for this agreement.
13. The parties agree that 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)
14. Any dispute between the parties of 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 dispute 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.

15. 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 the Agreement which shall remain in full force and effect.
16. This agreement shall be in force for a period of four (4) years commencing on January 1, 2021 and expiring on January 1, 2025, and thereafter shall be automatically renewed from year to year unless any party gives notice to the other party, as set out in Section (13).
17. Notwithstanding Section (16) setting out the termination date of the Agreement, the Automatic Aid Agreement may be renewed or extended by the mutual consent of the parties, as provide for in Section (13).

18. Insurance:

Each party shall maintain for the duration of the agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$20,000,000 per occurrence / \$20,000,000.00 annual aggregate for any negligent acts or omissions by the Municipality relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; medical malpractice; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

The Corporation of the Town of Prescott shall add the Corporation of Township of Edwardsburgh/Cardinal as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Municipality. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Township of Edwardsburgh/Cardinal.

The Corporation of Township of Edwardsburgh/Cardinal shall add the Corporation of the Town of Prescott as an Additional Insured subject to a waiver of subrogation with respect to the operations of the Corporation of Town of Prescott. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Corporation of the Town of Prescott.

Each party shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$20,000,000 inclusive for each and every loss.

Each party shall carry Environmental liability for a limit of not less than \$2,500,000 per incident / \$5,000,000 aggregate covering gradual and sudden & accidental incidents arising from their operation. Coverage shall include third party liability for bodily injury and property damage including loss of use and on-site / off-site clean-up. If such insurance is a claim-made basis, such insurance shall be maintain for 2 years following conclusion of services or contain a 24-month extended reporting period.

Each party shall be responsible for the any deductible under their own insurance policy. Each party shall keep their property / assets insured – failure to do so will not impose any liability on the other party.

The Policies shown above shall not be cancelled unless the Insurer notifies the Town and/or Township in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Town and/or Township.

Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

19. Indemnification:

The Corporation of the Town of Prescott shall defend, indemnify and save harmless the Corporation of the Township of Edwardsburgh/Cardinal, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Town of Prescott, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

The Corporation of the Township of Edwardsburgh/Cardinal shall defend, indemnify and save harmless the Corporation of the Town of Prescott, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Corporation of the Township of Edwardsburgh/Cardinal, their officers, employees, volunteers, or others who the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided each party in accordance with this agreement and shall survive this agreement.

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of it's proper officers.

SIGNED, SEALED and EXECUTED

The Corporation of the Town of Prescott

Brett Todd

Signed with ConsignO Cloud (2020/11/10)
Verify with ConsignO or Adobe Reader.



Mayor

Kimberley Casselman

Signed with ConsignO Cloud (2020/11/10)
Verify with ConsignO or Adobe Reader.



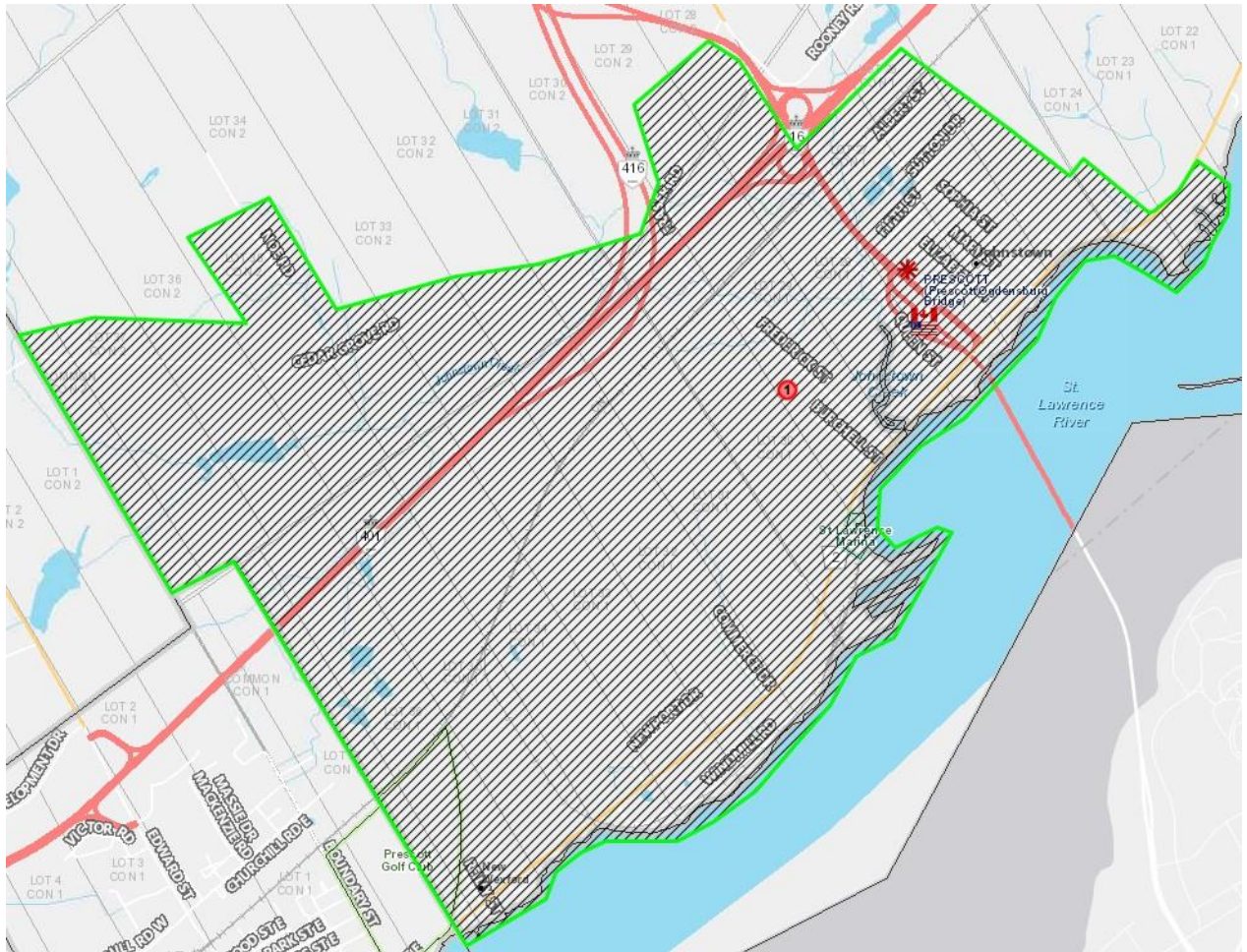
Clerk

The Corporation of the Township of Edwardsburgh/Cardinal

Mayor

Clerk

Schedule "A"



- County Rd 2 from Prescott east to Grenville Park including all area south of the 401.
- Cedar Grove Rd from Twp. Boundary (3814) east to Hwy 16 including Noe and Fraser Rd.
- Hwy 16 from County Rd 2 north to Hwy 401.
- Hwy 401 from exit 716 east to exit 721b & 416 northbound from exit 721b to first turn around (km 4).

Schedule "B"

1. Automatic Aid to the following:
 - a. Fires
 - b. Motor Vehicle Incidents
 - c. Medical Assist-Emergency

2. Calls- Not to be dispatched to:
 - a. CO Alarms with no symptoms present
 - b. Bomb Threat
 - c. Medical: Assist, Ambulance(non-emergency)
 - d. Burning Complaint
 - e. Public Hazard: Washdown
 - f. Public Hazard: Gasoline/Diesel Spill

3. Emergency Calls-Specialty Service
 - a. Water Rescue-Land Based (Certified Technical)
 - i. These calls will be billed as per the current MTO Rates as outlined following the fire departments SOG's.

4. Aerial Ladder Request
 - a. Requested by an Officer of the Edwardsburgh Cardinal Fire Department.
 - i. These calls will be billed as per the current MTO Rates as outlined following the fire departments SOG's.

Schedule “C”

Annual Base Rate Charge

Effective January 1, 2021, the annual base rate charge will be \$14,310.00.

The annual base rate charge will be increased annually using the consumer price index for Ontario reported by Statistics Canada for the most recent twelve-month period.

The following formula was used to establish the starting base rate charge:

Equipment / Item	Cost	Amortization Period	Cost per year	Usage	Base Rate
Pumper Truck	500,000	20 Years	25,000	12%	3,000
Rescue Vehicle	350,000	20 Years	17,500	12%	2,100
Aerial Truck	1,200,000	20 Years	60,000	12%	7,200
Utility Truck	70,000	10 Years	7,000	12%	840
Water Rescue Equip	3,000	1 Year	3,000	12%	360
Training	13,000	1 Year	13,000	12%	1,560
Subtotal					15,060
Less:					
Tanker Support from Edwardsburgh Cardinal	300,000	20 Years	15,000	5%	(750)
Total Base Rate					14,310

Any additional piece of equipment requested to be added will use the same formula methodology and initiated through Section 13 of the agreement.

Call Response

Calls will be billed out as per the current MTO rates established by Province. Each call will have a minimum fifteen (15) minute callout charge per vehicle. Calls will be tracked to the closest fifteen (15) minute interval. The vehicle unit response call time is set out through department SOG's.