

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2018-41

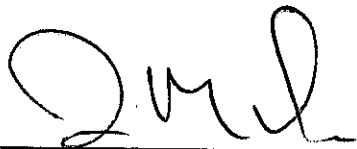
Being a by-law to authorize an Automatic Aide Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing.

WHEREAS the Council of the Corporation of the Municipality of Powassan is desirous of entering into an Automatic Aide Agreement between with the Corporation of the Township of Nipissing.

NOW THEREFORE BE IT RESOVLED THAT the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That the Mayor and CAO-Clerk be authorized to execute the Agreement, attached as Appendix "A" and forming part of this by-law.
2. That this By-law be effective upon adoption.

READ a FIRST and SECOND time and considered to be **READ a THIRD and FINAL** time and adopted as such in open Council this the 7th day of August 7, 2018.



Mayor



CAO-Clerk

AUTOMATIC AID AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF NIPISSING

Hereinafter called "Nipissing" of the first part

AND

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Hereinafter called "Powassan" of the second part;

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, R.S.O. 1990, as amended, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS the Township of Nipissing operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of Nipissing;

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) **designate** means a person who in the absence of the fire chief has the same operational powers and authority as the fire chief.
 - b) **fire area** means the fire area(s) of the Township of Nipissing as described in Schedule "A" attached to and forming part of this agreement,
 - c) **fire chief** means the chief of the fire department,
 - d) **fire protection services** means and includes activities defined in the Fire Protection and Prevention Act, including fire suppression, auto extrication and training of persons involved in the provision of fire protection services.
2. Powassan shall be automatically notified by Nipissing's answering service to respond and will supply fire protection services to Nipissing in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of the Township of Nipissing will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.

4. Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Powassan or elsewhere. Similarly, the fire chief, or designate, 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, shall summon assistance in accordance with the provisions of the Mutual Aid Agreement.
5. The Powassan fire chief, or designate, shall have full authority and control over any and all activities in which the Powassan fire department may be engaged in the fire area until the arrival of Nipissing upon which time Nipissing will meet with Powassan incident command for a debriefing where Powassan will transfer command and control to Nipissing.
6. The Powassan fire chief, or designate, shall report to Nipissing by the tenth (10th) day of each month, all occurrences in the fire area to which the fire department has responded in the prior month.
7. The Powassan Fire Department and Nipissing Fire Department shall participate in a minimum of one joint training session annually in the fire area.
8. The Powassan fire department shall agree to install and maintain the Nipissing radio frequency, at their own expense, in apparatus responding in the fire area.
9. Nipissing agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for firefighting operations. See Schedule "B" attached to and forming part of this agreement.
10. Nipissing agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
11. Nipissing 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 fire department.
12. In consideration of the fire protection services undertaken by Powassan to be provided in the fire area of Nipissing, Nipissing shall pay fees to Powassan as set out in Schedule "C" attached hereto and forming part of this agreement.
13. Notwithstanding anything herein contained, no liability shall attach or accrue to Powassan for failing to supply to Nipissing on any occasion, or occasions, any of the fire protection services provided for in this agreement.
14. No liability shall attach or accrue to Nipissing by reason of any injury or damage sustained by personnel, apparatus, or equipment of the Powassan fire department while engaged in the provision of fire protection services in the fire area.

15. 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).
16. This agreement shall be in force for a period of five (5) years and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section (15) hereof.
17. Notwithstanding Section (16), this agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. In any case of termination prior to the twelve (12) month date, the fees specified in Section (12) will be applied on a pro rata basis using the same formula as applied previous to the termination date.
18. This agreement shall come into effect commencing 12:00 a.m. February 1, 2018 and expires 11:59 January 31, 2023.

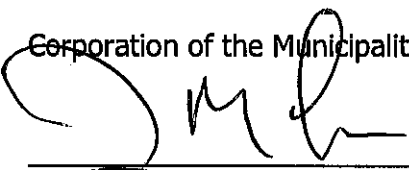
Dated this day of , 2018.

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Corporation of the Township of Nipissing

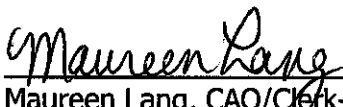
Corporation of the Municipality of Powassan

Tom Piper, Mayor



Peter McIsaac, Mayor

Charles Barton, CAO-Clerk



Maureen Lang, CAO/Clerk-Treasurer

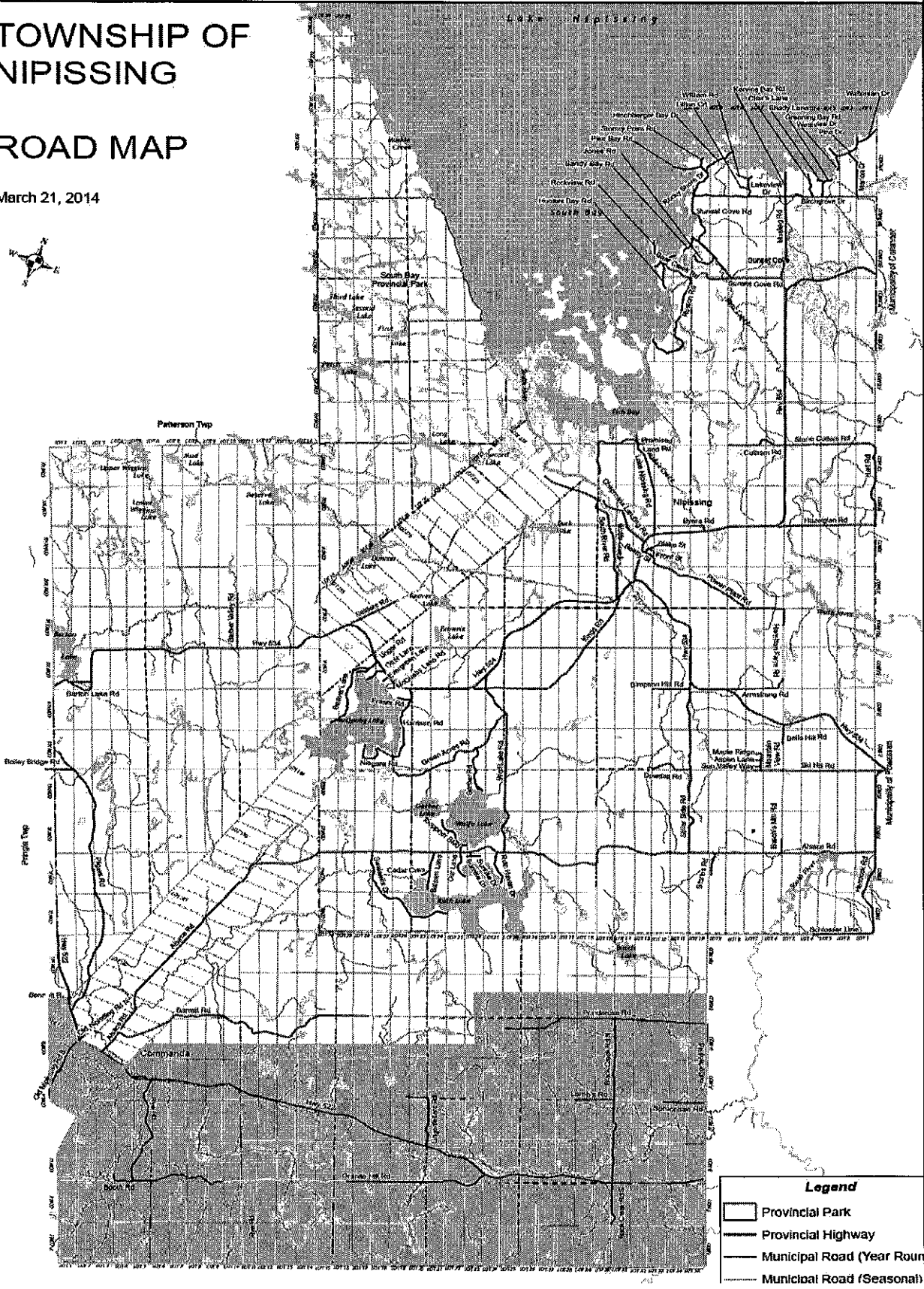
SCHEDULE "C"

1. Nipissing will pay an annual administration fee in the amount of six hundred dollars (\$600.00) to Powassan.
2. Nipissing will pay per Ministry of Transportation rates, per apparatus for a maximum of one hour to Powassan for responding within the fire protection area. Emergencies in excess of one hour will be subject to the conditions of the Nipissing/East Parry Sound Mutual Aid Plan.
3. Claims to Ministry of Transportation Ontario (MTO) shall be the responsibility of Nipissing for services rendered.

TOWNSHIP OF NIPISSING

ROAD MAP

March 21, 2014



Legend

- Provincial Park
- Provincial Highway
- Municipal Road (Year Round)
- Municipal Road (Seasonal)