



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
BY-LAW NUMBER 3472-2020**

**A BY-LAW TO ENTER INTO A FIRE PROTECTION AGREEMENT BETWEEN THE  
CORPORATION OF THE TOWNSHIP OF AUGUSTA AND THE CORPORATION OF  
THE TOWNSHIP OF EDWARDSBURGH CARDINAL**

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

**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;

**WHEREAS** *Part 2 section 5 of the Fire protection and Prevention Act 1997 as amended* municipalities may, under such conditions as may be specified in the agreement, enter into an agreement to,

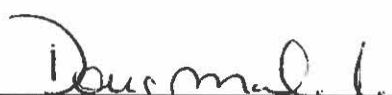
- (a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- (b) receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality.

**WHEREAS** the Corporation of the Township of Augusta and the Corporation of the Township of Edwardsburgh-Cardinal deem it mutually expedient to enter into an Automatic Aid Agreement.

**NOW THEREFORE** the Council of the Corporation of the Township of Augusta hereby enacts as follows that:

1. That an agreement with the Township of Edwardsburgh Cardinal be executed to provide the initial and or supplemental response to fires, rescues and emergencies in accordance with the agreement attached hereto as Appendix "A"
2. That the Mayor and Clerk are hereby authorized to execute the said Agreement
3. THAT all other by-laws inconsistent herewith are hereby repealed
4. THAT this By-Law will come into force and take effect on its passing.

Read a first, second, and third time and finally passed this 14 day of April, 2020.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

# Appendix A

THIS AGREEMENT MADE IN DUPLICATE THIS 14 OF April, 2020

BETWEEN

The Corporation of the Township of Augusta

Hereinafter called "AUG"

OF THE FIRST PART

AND

The Corporation of the Township of Edwardsburgh Cardinal

Hereinafter called "EC"

OF THE SECOND PART:

**WHEREAS** pursuant to the *Municipal Act, 2001, Part II Section 20. (1)(2)* municipalities may enter into an agreement with one or more municipalities or local bodies to jointly provide for their benefit any matter which all have the power to provide;

**AND WHEREAS** Section 2(6) of the *Fire Protection and Prevention Act, 1997 (FPPA)* 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. *Fire Protection and Prevention Act, 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. "**Fire Chief**" means the Fire Chief appointed under *subsection 6(1), (2) or (4) FPPA 1997* by each individual municipality, or his/her designate.
- d. "**Fire Area**" means the Fire Area(s) of the municipality as described in Schedule "A" attached hereto and forming part of this agreement.
- e. "**Party or Parties**" means and will include, AUG, EC, The Edwardsburgh Cardinal Fire Department (ECFD) and Augusta Fire Rescue (AFR)
- f. "**UTV**" means a Utility Task Vehicle or more commonly known as a side by side, including the medical patient transport skid.

## ECFD Response to AUG Fire Area

2. The ECFD will supply, except as herein after limited or excluded, automatic aid from the Spencerville Station (Station #1) to AUG in the fire area as described in Schedule "A" attached hereto and forming part of this agreement.
3. The ECFD will provide the services in AUG as outlined in Schedule "B" attached hereto and forming part of this agreement.
4. The fire apparatus and personnel of the ECFD will respond to occurrences in the fire area of Augusta. Response protocols will follow the SOG's of the ECFD as outlined.
5. The ECFD Fire Chief or designate, shall report to AFR all occurrences in the fire area to which the ECFD has responded.

6. AFR agrees to provide confirmation to their communications centre (dispatch) of the Automatic Aid Agreement and fire area.
7. AUG agrees to maintain all Municipal streets and roads in the fire area identifiable by having them clearly marked at all intersections.
8. AUG agrees to notify the United Counties of Leeds and Grenville immediately when any road or street sign in the fire area is not clearly identifiable or marked.
9. AUG 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 ECFD.

#### **AFR Supply of UTV to EC**

10. AFR will supply, except as hereinafter limited or excluded, to the ECFD for the entirety of EC a UTV and two personnel trained to operate the UTV.
11. The UTV and personnel of AFR will respond to any occurrences in EC when requested by the ECFD Incident Commander.
12. All ECFD members will follow all AFR SOG's concerning the operation and use of the UTV.
13. Only AFR personnel will operate the UTV

#### **Supply of Water Tankers**

14. The parties will supply, except as hereinafter limited or excluded, to the entirety of the other party's Municipality, 1 Tanker and 2 personnel for a confirmed structure fire, except for areas protected by a municipal hydrant system.
15. Notwithstanding anything herein, the Fire Chief or designate for either party may refuse to supply the tanker and personnel to occurrences if such tanker and or personnel are required in the party's own Municipality or elsewhere.
16. Notwithstanding anything herein, the Fire Chief or designate for either party, may order the return of the tanker and personnel, that is responding to or is at the scene of an emergency within the either party's Municipality if such tanker and or personnel are required in the party's own Municipality or elsewhere.
17. When the tankers and personnel of either party respond to structure fires in the other party's Municipality, those personnel shall follow their own Fire Services SOG's and Policies.

#### **Other**

18. The Fire Chief or designate for either party, shall have full authority and control over any and all activities in which either party's Fire Department maybe engaged in the other party's Municipality until command is transferred to the Fire Chief or designate of the Municipality where the incident is located.
19. Notwithstanding anything herein contained, no liability shall attach or accrue to any party for failing to supply any service, apparatus or equipment on any occasion, or occasions.
20. 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).
21. Any dispute between the parties of this agreement, with respect to any matter contained in this Agreement, including, but not limited to the interpretation of the Agreement, 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.
22. 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.
23. This agreement shall be in force for a period of five (5) year commencing on April 1, 2020 and expiring on April 1, 2025, unless any party gives notice to the other party, as set out in Section (20).

**24. Notwithstanding Section (23) 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 (20).**

**25. 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 \$15,000,000.00 per occurrence / \$15,000,000.00 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.

EC shall add AUG 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 AUG.

AUG shall add EC as an Additional Insured subject to a waiver of subrogation with respect to the operations of EC. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to EC.

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 \$20,000,000.00 inclusive for each and every loss.

Each party shall carry Environmental liability for a limit of not less than \$2,500,000.00 per incident / \$5,000,000.00 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 maintained for 2 years following conclusion of services or contain a 24-month extended reporting period.

Each party shall be responsible for 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 Municipality 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 Municipality and/or Township.

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

**26. Indemnification:**


EC shall defend, indemnify and save harmless AUG, 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 EC, their officers, employees, volunteers, or others for whom the Named Insured is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by each party in accordance with this agreement and shall survive this agreement.

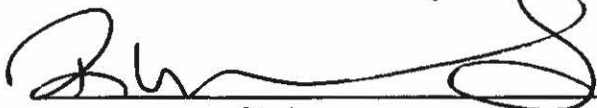
AUG shall defend, indemnify and save harmless EC, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily 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 AUG, 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 its proper officers.


**SIGNED, SEALED and EXECUTED**


The Corporation of the Township of Edwardsburgh Cardinal

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

The Corporation of the Township of Augusta

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

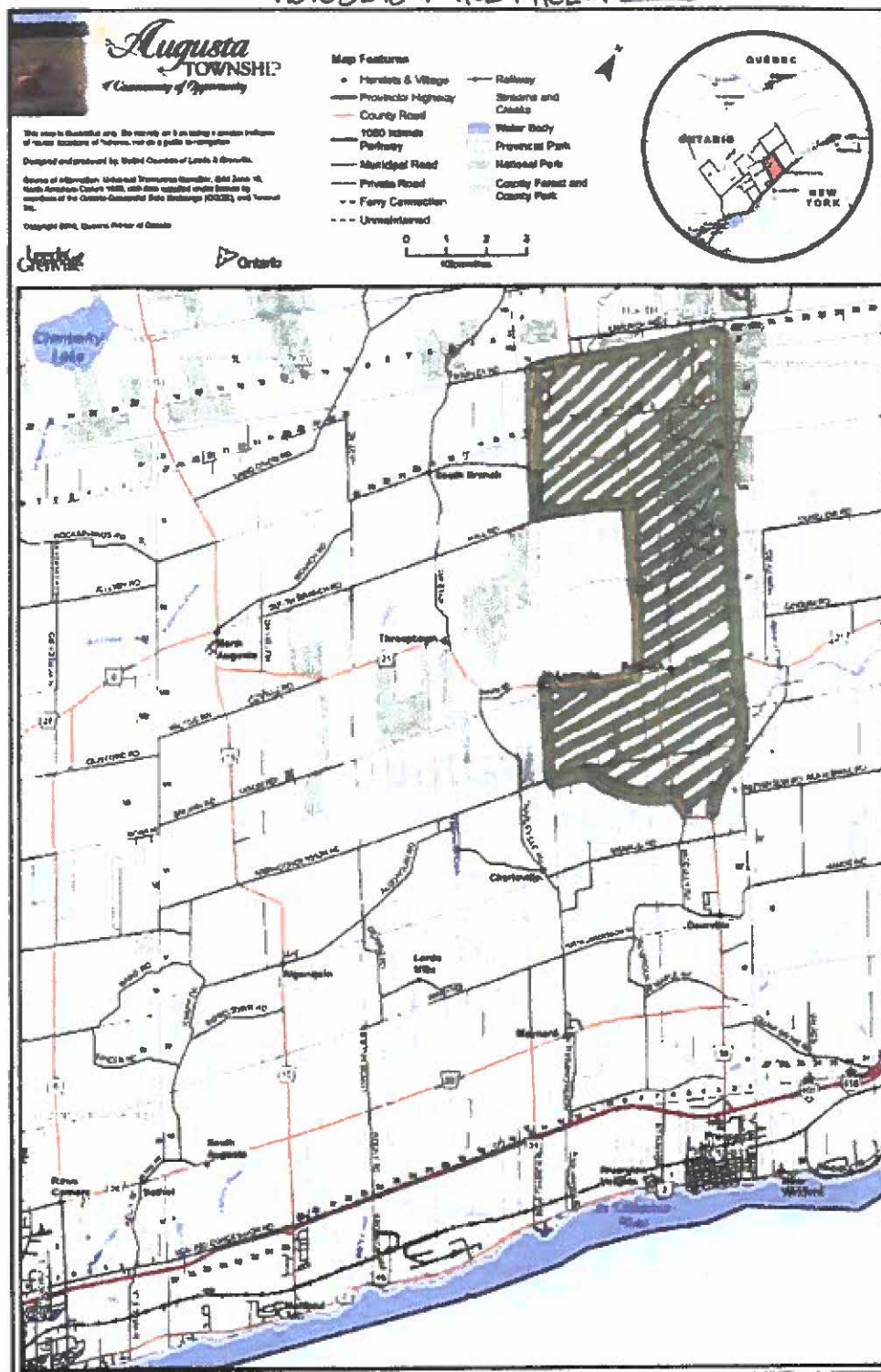
# Schedule "A"

## Fire Area Description and Map

These directions are the borders of the area and are to include all roads and properties within these borders.

- Weir Rd. from the Augusta – Edwardsburgh Cardinal Border to County Rd 18
- County Rd 18 from McCully Rd to McCrea Rd
- McCrea Rd from County Rd 18 to 6<sup>th</sup> Concession Rd.
- 6<sup>th</sup> Concession Rd from McCrea Rd to McLeansville Rd
- McLeansville Rd from 6<sup>th</sup> Concession Rd to County Rd 21
- County Rd 21 from McLeansville Rd to County Rd 18(North)
- County Rd 18(North) from County Rd 21 to Hall Rd
- Hall Rd from County Rd 18 to Diamond Rd.
- Diamond Rd from Hall Rd to County Rd 18
- County Rd 18 from Diamond Road to the Augusta - North Grenville border
- The area shall include all roads and properties within these boundaries

PROPOSED FIRE AREA





## Schedule "B"

1. Only responses that ECFD will be dispatched to:
  - a. All Fires Except Burning Complaints and Investigations
  - b. Motor Vehicle Accidents
  - c. Farm Machinery, Industrial, Vehicle Extrication
  - d. Medical Assist-Emergency Only
  - e. Alarm Bells, Fire Signals, Smoke Detector or Water Flow Activations
  - f. Smoke internal or external