

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2013-060

**DRUMMOND/NORTH ELMSLEY AND CENTRAL FRONTENAC
FIRE PROTECTION SERVICES BY-LAW**

A BY-LAW TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH THE TOWNSHIPS OF TAY VALLEY, DRUMMOND/NORTH ELMSLEY AND CENTRAL FRONTENAC WITH RESPECT TO FIRE PROTECTION SERVICES;

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;

NOW THEREFORE the Council of the Corporation of Drummond/North Elmsley Township enacts as follows:

- 1) **THAT** the Reeve and Clerk are hereby authorized to execute an agreement between the Township of Drummond/North Elmsley and the Township of Central Frontenac and Tay Valley Township respecting the provision of cross-boundary mutual assistance for fire emergencies by supplying equipment and/or manpower in areas adjacent to each parties fire response areas and on a reciprocal basis and at no charge to the fire department which requests the assistance.
- 2) **THAT** the terms of such agreement shall be as attached hereto as Schedule A and form an integral part of this by-law.
- 3) **THAT** the Drummond/North Elmsley/Tay Valley Fire Rescue is hereby authorized and directed to provide such mutual assistance to the Township of Central Frontenac on behalf of the Township of Drummond/North Elmsley.
- 4) **THAT** By-law 2006-022 shall be and is hereby repealed.
- 5) **THAT** the provisions of this By-Law shall come into force and take effect on the passing thereof.

Read a first and second time this 10th day of December 2013.

Read a third time and passed this 10th day of December 2013.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule A
By-law 2013-060

AGREEMENT WITH RESPECT TO FIRE PROTECTION SERVICES (MUTUAL AID)

BETWEEN
THE TOWNSHIP OF CENTRAL FRONTENAC
AND
THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
AND
TAY VALLEY TOWNSHIP

Whereas, by-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, S.O. 2001, 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 Townships of Central Frontenac, Drummond/North Elmsley and Tay Valley operate fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act;

Now Therefore, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

In this agreement,

- a. **Fire Chief** means the chief of the fire department,
 - b. **Designate** means a person who in the absence of the Fire Chief has the same powers and authority as the Fire Chief.
 - c. **Fire Department** means the Central Frontenac Fire Department or the Drummond/North Elmsley Tay Valley Fire Rescue managed by the Drummond/North Elmsley Tay Valley Fire Board.
 - d. **Fire Protection Services** means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as: "Fire Suppression, Extrication, Rescue, Hazmat (to awareness level), Ice/Water Rescue and Medical Emergencies.
1. **THAT** the Township of Central Frontenac Fire Department and The Drummond/North Elmsley Tay Valley Fire Rescue will mutually assist each other by:
 - Supplying equipment and/or manpower in areas adjacent to each parties fire response areas,
 - And on a reciprocal basis,

- And at no charge to the fire department which requests the assistance
 - And when the assistance is requested by the Fire Chief or Officer-in-Charge at a fire or other emergency.
2. **THAT** while giving assistance the parties shall be free to return to their own fire area if the need arises and that if they are unable to provide assistance they will not have to respond, this shall be without incurring any liability against the Township of Central Frontenac Fire Department, the Drummond/North Elmsley Tay Valley Fire Rescue.
 3. **THAT** the first arriving Fire Department shall be in charge of the fire or emergency situation until the arrival of the Fire Department of the municipality having jurisdiction therein and command can be transferred.
 4. **THAT** The Fire Chief, or Designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of the responded to township until command is transferred.
 5. **THAT** the Township of Central Frontenac Fire Department or the Drummond/North Elmsley Tay Valley Fire Rescue shall assume no responsibility or incur any liability whatsoever for any loss, damage or injury sustained at any fire or other emergency which might result from the use of firefighting equipment or other equipment or from the fire itself.
 6. **THAT** no liability shall attach or accrue to the township having jurisdiction, by reason of any injury or damage sustained by personnel, apparatus, or equipment of the responding mutual aid fire department, while engaged in the provision of fire protection services in the fire area.
 7. **THAT** this agreement comes into effect when signed by all parties and remains in effect until rescinded by all parties or is replaced by another agreement.

In Witness Whereof, the Township of Central Frontenac has hereunto set its hand and seal and the Township of Drummond/North Elmsley and Tay Valley Township have hereinto affixed their corporate seals attested by the hands of its duly authorized officers as of the date of this agreement.

The Corporation of the Township of Central Frontenac

Date

Date

The Corporation of the Township of Drummond/North Elmsley

Reeve Aubrey Churchill

Cindy Halcrow, Clerk Administrator

Date

Date

The Corporation of Tay Valley Township

Reeve Keith Kerr

Amanda Mabo, Clerk

Date

Date