

**BY-LAW NUMBER 17-78**

**OF**

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**Being a by-law to authorize an Automatic Aid Agreement with the Corporation of The Mulmur-Melancthon Fire Board**

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, c.25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

**AND WHEREAS** Section 9 of the Municipal Act, 2001, provides that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues.

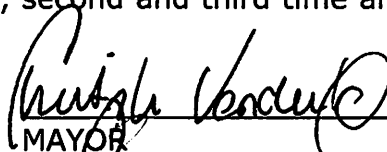
**AND WHEREAS** Section 2. (5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into fire protection agreement with other municipalities;

**AND WHEREAS** it is deemed expedient that the Corporation of the Township of Clearview enter into an Automatic Aid Agreement;

**NOW THEREFORE Council of the Corporation of the Township of Clearview enacts as follows:**

1. That the Schedule "1" (map) and Schedule "2" (Automatic Aid Agreement) forms part of this by-law.
2. That the Mayor and Clerk be authorized to execute the Automatic Aid Agreement behalf of the Township of Clearview.
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-78 read a first, second and third time and finally passed this 21<sup>st</sup> day of August, 2017.

  
MAYOR

  
DEPUTY CLERK

**SCHEDULE "2" TO BY-LAW 17-78**

THIS AGREEMENT MADE THIS 11 DAY OF September, 2017

BETWEEN:

THE MULMUR-MELANCTHON FIRE BOARD

OF THE FIRST PART

HEREINAFTER REFERRED TO AS "MULMUR"

AND

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

OF THE SECOND PART

HEREINAFTER REFERRED TO AS "CLEARVIEW"

**WHEREAS** Section 20(1) of the Municipal Act S.O. 2001, c 25, authorize a municipality to enter into an agreement to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

**AND WHEREAS** Section 2(6) of the Fire Protection and Prevention Act S.O. 1997, c 4, authorizes a municipality 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 agreement herein contained, it is mutually agreed between the parties hereto agree as follows:

1. Mulmur-Melancthon Fire Department agrees to make available to Clearview an apparatus together with an Officer and or Firefighters for emergencies within Clearview, subject to the terms and conditions set out herein.
2. Mulmur-Melancthon Fire Department shall respond as soon as practical upon being dispatched by the dispatch provider, to the properties as described in Schedule "B" attached to and forming part of this agreement.
3. The Mulmur-Melancthon Fire Chief or designate shall have full authority and control over all personnel and equipment which may be engaged at the call until the arrival of equipment and personnel from Clearview.
  - Transfer of command to Clearview will be done when safe to do so.

- Upon transfer of command to Clearview Fire Chief or designate, all Mulmur-Melancthon Fire Department equipment and personnel will be released from call as soon as it can be done safely.
4. Although Mulmur-Melancthon Fire Department agrees to make its best efforts to provide the vehicle and crew to Clearview, Mulmur-Melancthon Fire Department undertakes no liability whatsoever for any damages howsoever caused arising from any failure by Mulmur - Melancthon Fire Department to do so whether caused by the negligence, or otherwise of Mulmur, its Officers, employees for agents and Clearview agrees to save harmless Mulmur, - Melancthon Fire Department its Officers, employees or agents from any liability arising from the provision of, or the failure to provide the vehicle and crew pursuant to this Agreement.

Without limiting the generality of the foregoing, Clearview acknowledges that Mulmur-Melancthon Fire Department is not responsible for any acts, events or circumstances occurring which are beyond Mulmur's control such as winter storms, road closures, mechanical failures, or simultaneous emergencies within the corporate limits of Mulmur-Melancthon Fire Department which require the vehicle and crew, and in the event of any such acts, events or circumstances, Clearview shall not hold Mulmur-Melancthon Fire Department liable for failure to respond. It is understood and agreed by the township of Clearview that Mulmur shall have a first priority to the use of its vehicles. Such priority shall be determined by the Chief of Mulmur-Melancthon Fire Department or his agents in his or their sole and unfettered discretion. Clearview agrees that no liability shall attach or accrue to Mulmur-Melancthon Fire Department by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area.

5. Should the fire chief, or designate, require additional assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Section (1) above, at an occurrence in the fire area, such assistance shall be summoned from Clearview.

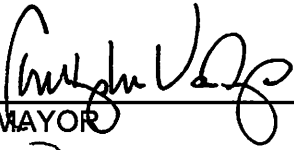
Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Clearview Fire Department, the Clearview Fire Department Fire Chief may invoke the applicable provisions of the Simcoe County Mutual Aid Plan.


6. Clearview agrees to provide a map of the fire area clearly indicating the civic addresses located within the fire coverage area. See Schedule "1" attached to and forming part of this agreement.
6. Clearview agrees to pay current Ministry of Transportation (MTO) rates per hour for each emergency call received within the fire protection area.

7. This agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party ninety (90) days written notice of the proposed amendment.
8. So often as there may be any dispute between the parties to 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, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason that said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, 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 pursuant to the provisions of the Arbitrations Act or any successor legislation.
9. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
10. 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 (7).
11. Notwithstanding Section (10), this agreement may be terminated by either party giving written notice to the other party not less than 90 days prior to the desired termination date.
12. That Schedule "1" – Designated Fire Protection Area forms part of this agreement.
13. This Agreement shall come into force effective the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Dated at Clearview Township this 11<sup>th</sup> day of September, 2017.

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

  
 \_\_\_\_\_  
 MAYOR

  
 \_\_\_\_\_  
 CLERK

THE MULMUR-MELANCTHON FIRE BOARD

  
\_\_\_\_\_  
FIRE CHIEF

  
\_\_\_\_\_  
CHAIR, MULMUR-MELANCTHON FIRE BOARD

Dated at Township of Mulmur this 22nd day of SEPTEMBER,  
2017.

# Schedule 1 to the Clearview-Mulmur Fire Boundary Agreement

