

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-030

being a by-law to authorize an automatic aid agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 9, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas the Fire Protection and Prevention Act, S.O. 1997, Chapter 4, as amended, Section 2 (6) authorizes a municipality to enter into fire services agreements with other municipalities to provide and/or receive fire protection services; and

Whereas the Council of The Corporation of the Township of Southgate has deemed it desirable to enter into an automatic aid agreement with the Corporation of the Municipality of Grey Highlands,

Now therefore be it resolved that the Corporation of the Township of Southgate hereby enacts as follows:

1. **That** the Automatic Aid Agreement between the Corporation of the Municipality of Grey Highlands and the Corporation of the Township of Southgate attached hereto as Schedule A is hereby adopted; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; and
3. **That** this by-law shall come into force and effect on the date of its passing.

Read a first, second, and third time and finally passed this 16th day of February, 2022.

John Woodbury – Mayor

Lindsey Green – Clerk

AUTOMATIC AID AGREEMENT made this _____ day of _____ 2022.

(the "Agreement")

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

Hereinafter called "Southgate"

AND

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS

Hereinafter called "Grey Highlands"

WHEREAS Subsection 20(1) of the Municipal Act, 2001 allows a municipality to enter into an agreement with another municipality to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Subsection 2(5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 ("FPPA") provides that a municipality may enter into an agreement to 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 to receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

AND WHEREAS Subsection 1(4) of the FPPA defines an automatic aid agreement to mean any agreement under which a municipality agrees to ensure the provision of an initial response to, *inter alia*, fires that may occur in a part of another municipality where a fire department in the municipality can respond more quickly than any fire department situated in the other municipality;

AND WHEREAS Section 2 (6) of the FPPA authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and / or receive fire protection services;

AND WHEREAS Subsection 13(3) of the FPPA states that a firefighter or such other person as may be authorized by the fire chief may, without a warrant, enter on lands or premises that are outside the territorial limits of the municipality of the fire department that employs the firefighter or fire chief for the purposes of fighting a fire or of providing rescue or emergency services on such lands or premises if the council of the municipality has entered into an automatic aid agreement under which the entry is permitted;

AND WHEREAS Southgate operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Township of Southgate;

AND WHEREAS Grey Highlands operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Municipality of Grey Highlands;

AND WHEREAS Grey Highlands is prepared to provide Fire Protection Services in the Southgate Automatic Aid Fire Area on the terms and conditions of this Agreement;

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 powers and authority as the Fire Chief;
 - b. **“Fire Chief”** means the chief of either the fire department established by Grey Highlands, or the fire department established by Southgate;
 - c. **“Fire Protection Tanker Operations”** means the provision of a tanker filled with water along with a minimum of two firefighters to conduct tanker shuttle operations for fire protection purposes that is automatically and simultaneously dispatched in cooperation to the Grey Highlands Automatic Aid Fire Area or the Southgate Automatic Aid Fire Area depending on incident location.
 - d. **“Southgate Automatic Aid Fire Area”** means the fire area(s) of Southgate as described in schedule “A” attached to and forming part of this Agreement;
 - e. **“Tanker”** means fire apparatus designed to carry large volumes of water, including in connection with Fire Protection Tanker Operations.
2. Grey Highlands agrees to the provision of Fire Protection Tanker Operations to Southgate in the Southgate Automatic Aid Fire Area, subject to the terms of this Agreement.
3. Southgate’s initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Grey Highlands Tanker by Owen Sound Police Services dispatch. Subject to the terms herein this Agreement, Grey Highlands is to respond in cooperation with Southgate to all calls to areas outlined on the attached maps within the Southgate Automatic Aid Fire Area when it is a confirmed structure fire.
4. Should Southgate’s fire chief, or designate, require assistance or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Sections 2 and 3 above, at an occurrence in the Southgate Automatic Aid Fire Area as the case may be, such assistance shall be summoned under provisions of the Grey County Mutual Aid Plan.
5. Notwithstanding Sections 2 and 3, a Fire Chief or Designate may deny the request to supply all or part of the Fire Protection Tanker Operations and at any time during the provision of the Fire Protection Tanker Operations to Southgate’s Automatic Aid Fire Area and order the return of all or part of such personnel, apparatus and equipment involved for any reason in their sole discretion including but not limited to situations where response personnel, apparatus and/or equipment are required in its own jurisdiction.
6. The Southgate Fire Chief or his or her Designate shall have full authority and control over any activities in which the fire department may be engaged in.
7. A map of the Southgate Automatic Aid Fire Area clearly indicating the civic address of each intersection has been provided in Schedule “A” attached to and forming part of this Agreement. Southgate has and will continue to identify all streets, and roads in the Southgate Automatic Aid Fire Area by having them marked by signage at all intersections. Southgate agrees to install signage to identify all bridges in the Southgate Automatic Aid Fire Area as to weight limits and advice or alternate routes for the apparatus to travel. Bridges identified as being unable to carry the weight of the Tankers have been set out in Schedule “A”. Any such bridges, so identified, will either limit or exclude Fire Protection Tanker Operations where the use of any of these bridges is required by a Tanker.

8. In consideration of the provision of Fire Protection Tanker Operations undertaken by Southgate and Grey Highlands pursuant to this Agreement, both parties agree that these services are reciprocal and will not be billable to either Municipality.
9. Where a party to this Agreement (hereinafter sometimes called the "Supplying Party") supplies another party to this Agreement (hereinafter sometimes called the "Assisted Party") with services, equipment and/or personnel pursuant to this Agreement, the Assisted Party shall release, indemnify and save harmless the Supplying Party from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of or related to the services, equipment and/or personnel provided by the Supplying Party, its servants, employees or agents, their failure to respond to a request for automatic response pursuant to this Agreement or their failure to render adequate assistance or any assistance at all. For clarity, each party is responsible to pay any insurance deductibles charged by its own insurance company arising from any claims and shall release the other party from responsibility therefor.
10. The release and indemnity provided for in section 12 shall not apply:
 - a. to gross negligence or willful misconduct by any Supplying Party; or
 - b. in connection with any damage caused or injury suffered or caused by the Supplying Department travelling to the scene of an Emergency Incident; or
 - c. any costs associated with WSIB claims.
11. This Agreement does not constitute the Assisted Party as the employer of any firefighter of a Supplying Party. Any WSIB claims by any firefighters of a Supplying Party arising out of or related to this Agreement, shall be the responsibility of the Supplying Department.
12. 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 *Arbitration Act, 1991, (Ontario)* as amended or replaced, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.
13. This Agreement enhances and is in addition to and does not derogate from any existing or future Mutual Aid Agreement as may be or may have been entered into by the parties.
14. If 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 be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
15. This Agreement shall come into force on the date when it is executed and shall remain in force until either party provides written notice of termination at least 365 days prior to the desired date of termination.
16. It is further agreed that everything herein shall respectively ensure to the benefit of and be binding upon the parties here to and their respective successors and assigns.

In Witness Whereof, this instrument has been executed by the duly authorized officers of the parties hereto on the day and year first above written.

THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS

PER: _____

, Fire Chief

PER: _____

, Clerk

Date: _____

We have the authority to bind the corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

PER: _____

John Woodbury, Mayor

PER: _____

Lindsey Green, Clerk

Date: _____

We have the authority to bind the corporation

SCHEDULE "A"

Map of Southgate Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
Properties facing onto	
Southgate Sideroad 75	752630 to 752809
Southgate Sideroad 73	733034 to 733203
Southgate Sideroad 71	712271 to 712789
Southgate Sideroad 21	212475 to 212746
Southgate Sideroad 19	192472 to 192790
Southgate Sideroad 15	152478 to 153070
Southgate Sideroad 13	132411 to 132921
Grey County Rd 14	112413 to 113143
Grey County Rd 9	185477 to 186699
Southgate Road 22	225486 to 226544
Southgate Road 24	245539 to 240429
Southgate Road 26	265534 to 260404
Proton Artemesia Townline	285471 to 280355
Hwy 10	772653 to 773213
Murial St.	
Elder St.	
Edgar St.	
Christie St.	

