

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

BY-LAW NUMBER 2022-027

being a by-law to authorize an automatic aid agreement
between the Shelburne and District Fire Department Joint
Board of Management 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 Shelburne and District Fire Department Joint Board of Management,

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 Shelburne and District Fire Department Joint Board of Management 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

SHELBURNE AND DISTRICT FIRE DEPARTMENT JOINT BOARD OF MANAGEMENT

Hereinafter called "Shelburne"

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 Shelburne operates fire protection services and assets that are suitable to meet municipal responsibilities required by the FPPA through a department established by the Town of Shelburne;

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

AND WHEREAS Southgate is prepared to provide Fire Protection Services in the Shelburne 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 Shelburne, 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 Shelburne Automatic Aid Fire Area or the Southgate Automatic Aid Fire Area depending on incident location.
 - d. **"Shelburne Automatic Aid Fire Area"** means the fire area(s) of Shelburne as described in schedule "A" attached to and forming part of this Agreement;
 - e. **"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;
 - f. **"Tanker"** means fire apparatus designed to carry large volumes of water, including in connection with Fire Protection Tanker Operations.
2. Southgate agrees to the provision of Fire Protection Tanker Operations to Shelburne in the Shelburne Automatic Aid Fire Area, subject to the terms of this Agreement.
3. Shelburne 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.
4. Southgate's initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Shelburne Tanker by Owen Sound Police Services dispatch. Subject to the terms herein this Agreement, Shelburne 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.
5. Shelburne initial response to areas outlined on the attached maps shall include the automatic and simultaneous dispatch of the Southgate Tanker by Tillsonburg fire dispatch. Subject to the terms herein this Agreement, Southgate is to respond in cooperation with Shelburne to all calls to areas outlined on the attached maps within the Shelburne Automatic Aid Fire Area when it is a confirmed structure fire.
6. Should either respective fire chiefs, 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 4 and 5 above, at an occurrence in the either the Shelburne Automatic Aid Fire Area or 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 or Dufferin County Mutual Aid Plan.
7. 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 the other party's Automatic Aid Fire Area 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.
8. The Fire Chief or his or her Designate of the fire area in which an incident requiring Fire Protection Tanker Operations is taking place, shall have full authority and control over any activities in which the fire department may be engaged in.

9. A map of the Shelburne 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. Shelburne has and will continue to identify all streets, and roads in the Shelburne Automatic Aid Fire Area by having them marked by signage at all intersections. Shelburne agrees to install signage to identify all bridges in the Shelburne 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.
10. 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.
11. In consideration of the provision of Fire Protection Tanker Operations undertaken by Southgate and Shelburne in the respective fire areas pursuant to this Agreement, both parties agree that these services are reciprocal and will not be billable to either Municipality.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.

**SHELBURNE AND DISTRICT FIRE
DEPARTMENT JOINT BOARD
OFMANAGEMENT**

PER: _____
, CHAIR

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 Shelburne Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
10 th Line SW	037068 to 037125
8 th Line SW	057012 to 057396
7 th Line SW	076040 to 077423
4 th Line SW	096041 to 097437
2 nd Line SW	116063 to 117462
Highway 10	156302 to 157447
2 nd Line NE	197075 to 197364
4 th Line NE	237046 to 237234
5 th Line NE	396004 to 397362
Highway 89	502140 to 505083
300 Sideroad	522005 to 522186
Dufferin County Road 17	581099 to 582626
280 Sideroad	621064 to 623121
270 Sideroad	641097 to 643132



Map of Southgate Automatic Aid Fire Area

Road Description	Municipal Addresses Number Range
Properties facing onto	
Southgate Sideroad 19	191175 to 192334
Southgate Sideroad 21	Hwy 89 to 212405
Grey County Rd 8	
Southgate Road 14	146236 to 146749
Southgate Road 12	126235 to 126795
Southgate Road 10	106267 to 106809
Southgate Road 08	086279 to 086729
Southgate Road 04	046365 to 046719
Highway 89	026225 to 026777
Southgate- Melancthon Townline	
Sideroad 240	
Sideroad 250	
Sideroad 260	
7 th Line SW	078149 to 077409
4 th Line SW	098403 to 097427
2 nd Line SW	118387 to 117448
Hwy 10	158567 to 157426
2 nd Line NE	198602 to 197491
4 th Line NE	238527 to 237234
6 th Line NE	278547 to 277032
8 th Line NE	319007 to 318004
5 th Line (even numbers only, West side of road	398524 to 398322
10 th Line NE	358097 to 358018
Dufferin County Road 9	782111 to 784187
Dufferin County Road 21	682495 to 684031

