

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL MANITOULIN

BY-LAW 2014-12

Being a By-law to adopt an Automatic Aid Agreement between  
The Corporation of the Municipality of Central Manitoulin  
And  
The Corporation of the Township of Tehkummah

**WHEREAS** the Corporation of the Township of Tehkummah has requested an Automatic Aid Agreement for Fire Protection services from the Corporation of the Municipality of Central Manitoulin Fire Department.

**AND WHEREAS** the Corporation of the Municipality of Central Manitoulin agrees to provide such a service

NOW THEREFORE the Corporation of the Municipality of Central Manitoulin will enter into an Automatic Aid Agreement with the Corporation of the Township of Tehkummah as attached.

Read a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 15<sup>TH</sup> DAY OF MAY, 2014

\_\_\_\_\_  
Mayor-GERRY STRONG

\_\_\_\_\_  
Clerk – Ruth Frawley

I, \_\_\_\_\_, Clerk of the Municipality of Central Manitoulin do hereby certify, that the foregoing is a true copy of By-Law number 2014-12 passed by the Municipality of Central Manitoulin, Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Clerk

## FIRE AGREEMENT

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF  
TEHKUMMAH hereinafter called the  
"Township of Tehkummah"

and

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL  
MANITOULIN hereinafter called the "Municipality of Central Manitoulin"

WHEREAS By-laws have been duly enacted by the Corporate parties hereto respectively, pursuant to the provisions of the Section 20(1) of the Municipal Act, R.S.O. 2001, to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Municipality of Central Manitoulin within the described fire area of the said Township of Tehkummah. Now, 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) "Fire Department" means the Central Manitoulin Fire Department.
  - (b) "Fire Chief" means the Chief of the Central Manitoulin Fire Department.
  - (c) "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
  - (d) "Fire Area" means all the areas of the Township of Tehkummah as described in Appendix 2, attached to and forming part of this Agreement.
  - (e) "Fire Protection Services" means and includes only the following:
    - i) fire suppression
    - ii) hazardous material incidents
2. The Municipality of Central Manitoulin will supply, except as hereinafter limited or excluded, "Fire Protection Services" to the Township of Tehkummah, in the "Fire Area". These "Fire Protection Services" will be on a first response basis.
3. The apparatus and personnel of the fire department that will respond to occurrences in the fire area will include the following:

one (1) pumper, equipped with a minimum of four (4) fire fighters, including an officer  
and  
one (1) 1000 gallon tanker, equipped with a minimum of two (2) fire fighters.
4.
  - (a) The "Fire Protection Services" provided under this agreement shall be authorized for the complete termination of the emergency, including reporting, and the "Fire Chief" shall be in charge of all operations including arranging for additional assistance as may be required until the Township of Tehkummah Fire Department arrives at the "Fire Area".
  - (b) The purpose of this Agreement is for the Municipality of Central Manitoulin's Fire Department to provide an emergency first response into the "Fire Area".

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- (c) The Township of Tehkummah's Fire Department shall respond to all emergencies in the "Fire Area" and after conference and in mutual agreement with the "Fire Chief" or "Designate", the Township of Tehkummah's Fire Chief or Designate would relieve the "Fire Chief" of responsibility for the emergency.
- (d) Provided that the assistance of the "Fire Department" is no longer required, the "Fire Department" could return to their own Township.
5. The "Fire Chief", or "Designate" shall be responsible to immediately notify the Township of Tehkummah's Fire Department of any incident within the "Fire Area" so that the Township of Tehkummah's Fire Department can engage replacement response for the incident.
6. Fires or emergencies that may occur along roads within the "Fire Area" whether they may be on municipal, MTO or private property are the responsibility of the "Fire Department".
7. The "Fire Chief" may refuse to supply "Fire Protection Services" in the "Fire Area" if the personnel, apparatus and equipment are required in the Municipality of Central Manitoulin or elsewhere under the provisions of the Mutual Aid or Emergency Fire Service Plan. Similarly the "Fire Chief" or "Designate" may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the "Fire Area". No liability shall attach or accrue to the Municipality of Central Manitoulin for failing to supply to the Township of Tehkummah on any occasion or occasions the said "Fire Protection Services provided for in this Agreement.
8. The response to Fire Calls within the Township of Tehkummah are all contingent upon the following conditions:
- (a) That the Central Manitoulin Fire Department's vehicles are in service at the time of the Call Out Alarm.
- (b) That a sufficient number of Volunteer Firefighters respond to the alarm in order to have a standby crew for the Municipality of Central Manitoulin.
9. The Township of Tehkummah's Fire Chief will 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 service provided by the "Fire Department".
10. No liability shall attach or accrue to the Township of Tehkummah by reason of any injury or damage sustained by the personnel, apparatus or equipment of the "Fire Department" while engaged in the provision of "Fire Protection Services" in the "Fire Area".
11. In consideration of the fire protection services undertaken by the Township of Central Manitoulin to be provided in the "Fire Area" of the Township of Tehkummah, the said Township shall pay to the Township of Central Manitoulin fees as set out below:

The Township of Tehkummah agrees to pay out, per fire call the sum of seven hundred dollars (\$700.00) for the first hour and three hundred dollars (\$300.00) per hour thereafter. Timing shall begin when the "Fire Department" departs their Fire Hall and timing shall end when the "Fire Department" has returned to base and readied their equipment to answer a new call.

12. In the case of an incident pursuant to the Forest Fire Prevention Act and regulations thereto, the "Fire Chief" or "Designate" will be considered a Fire Warden and will immediately notify the Chief Fire Warden for the Township of Tehkummah and any other Fire Wardens that might be necessary. The "Fire Chief" or Designate will submit all necessary reports and claims to the Ministry of Natural Resources.

13. The Fire apparatus and personnel of the "Fire Department" that will be available to respond to occurrences in the "Fire Area" are described in Appendix 2, attached to and forming part of this Agreement.

14. This Agreement shall be deemed to be in force until such time as the Michael's Bay Road Bridge is back in service.

15. A notice shall be sufficiently delivered if it is mailed by prepaid mail, addressed as follows and shall be deemed to have been received on the 3<sup>rd</sup> day following mailing:

Township of Tehkummah

GD

TEHKUMMAH, ON P0P 2C0

Municipality of Central Manitoulin

P.O. Box 187

MINDEMOYA, ON POP ISO

The Municipality of Central Manitoulin

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Head of Council-Mayor Gerry Strong

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Clerk of Municipality-Ruth Frawley

Corporation of the Township of Tehkummah

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Head of Council-

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Clerk of the Township

