

THIS AGREEMENT made this 27th day of February 2023

BETWEEN: **THE CORPORATION OF THE OF THE
NATION MUNICIPALITY**

Hereinafter referred to as “*The Nation*”;

AND: **THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

Hereinafter referred to as “*Clarence-Rockland*”;

WHEREAS Section 9 of the *Municipal Act S.O. 2001, c.25*, 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;

WHEREAS section 11 (2) (6) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Subsection 2(6) of *The Fire Protection and Prevention Act, S.O. 1997*, states that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS Clarence-Rockland is agreeable in providing fire protection services to a designated area of The Nation;

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*” shall mean 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;
- (b) “*fire area*” means the fire area of The Nation as described in Schedule "A" attached hereto and forming part of this Agreement;
- (c) “*fire chief*” means the chief of the fire department;
- (d) “*fire department*” means, unless specified otherwise, the Clarence-Rockland fire department;
- (e) “*fire protection services*” means and includes the following:
 - (i) firefighting and
 - (ii) any other responses or incidents to which the fire department would normally respond in Clarence-Rockland.
- (f) “*MTO*” means the Ontario Ministry of Transportation.

2. Clarence-Rockland will supply, except as hereinafter limited or excluded, fire protection services to The Nation in the fire area as described and identified in Schedule "A" attached and forming part of this Agreement.

3. Clarence-Rockland will supply fire apparatus and personnel and will respond to occurrences

in the fire area of The Nation as though the occurrence was within Clarence-Rockland.

4. Should the fire chief of the fire department, or designate, determine that the occurrence will elapse a one hour period of time or require assistance from The Nation fire department to take over the scene to ensure coverage for Clarence-Rockland he or she shall notify the dispatching service of The Nation and The Nation fire department will be dispatched to assist and relieve the Clarence-Rockland fire department.
5. Notwithstanding Section 3 above, the fire chief or designate may, at his or her discretion, refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Clarence-Rockland or elsewhere. Similarly, the fire chief or designate may, at his or her discretion, order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief or designate will notify the dispatching service of the fire department of The Nation.

In addition, in no event shall the fire department of Clarence-Rockland be obliged to furnish fire protection services to the fire area of The Nation in the case of a fire, medical call or false alarm, if by reason of the presence of snow or ice, or from any other cause, the road(s) leading to the place of the alarm are in an impassable or dangerous condition or in such condition as to involve risk of accident to the personnel or apparatus of the fire department.

6. 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 Nation, until such time that the The Nation fire department arrives, at which time the fire scene shall be turned over to the The Nation fire department.
7. The fire chief or designate of the fire department shall report to The Nation all occurrences in the fire area to which the fire department has responded within 24 hours of the occurrence.
8. The Nation agrees to provide a map of the fire area, upon execution and prior to this Agreement taking into full effect, clearly indicating all readily accessible static sources of water available for firefighting operations. Should changes be made to the availability of static sources of water, The Nation agrees to advise Clarence-Rockland immediately.
9. The Nation agrees to maintain all street and road signs in the fire area identifiable by having them clearly marked at all intersections.
10. The Nation agrees to identify all bridges in the fire area, upon execution and prior to this Agreement taking into full effect, as to weight limits and advise of alternate routes for fire apparatus. Any such bridges, so identified, will either limit or exclude fire protection services where the uses of any bridge(s) are required by fire apparatus. Should changes be made to this matter The Nation agrees to advise Clarence-Rockland immediately.
11. The Nation shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and/or occupants within the fire area of the procedures for reporting an emergency and of the services provided by the fire department.
12. The Clarence-Rockland Fire Chief or designate of the fire department is to be recognized as the Fire Chief of the fire area while responding to a fire call until such time he or she is relieved by the fire department of The Nation.
13. In consideration of the fire protection services undertaken by Clarence-Rockland to the fire area, The Nation shall pay fees to Clarence-Rockland as set out in Schedule B attached and forming part of this Agreement.

- a. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that it has subsequently been determined that the fire was outside the fire area, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per Schedule B - section 1, attached to and forming part of this Agreement.
 - b. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that the accident or fire call is called off by dispatch as a false alarm or otherwise the fire or accident scene cannot be determined, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per schedule B – section 2 attached to and forming part of this Agreement.
14. Notwithstanding anything herein contained, no liability shall attach or accrue to Clarence-Rockland for failing or refusing to supply fire protection services to the fire area of The Nation on any occasion or occasions.
15. The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
16. Should there be any dispute between the parties with respect to any matter contained in this Agreement, including but not limited to the interpretation of the Agreement, the same shall be submitted for arbitration under the provisions of the *Municipal Arbitrations Act, Chapter M.48, R.S.O. 1990* and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then 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, Chapter 17, R.S.O. 1991* or pursuant to any successor legislation.
17. 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 be severable from the remainder of this Agreement which shall remain in full force and effect.
18. This Agreement shall be in force for a period of five (5) years commencing on the date of execution, subject to terms and conditions for full effect of the Agreement, and shall be automatically renewed from year to year thereafter unless, in any year of renewal, either party gives notice to the other party within thirty (30) days of the date of expiry of its intention not to renew the Agreement.
19. Notwithstanding Section 18 of this Agreement, the same may be terminated at any time prior to an expiry date by either party providing written notice to the other party not less than twelve (12) months prior to the desired termination date.
20. Notwithstanding any of the provisions of this Agreement, fire protection services for the designated area will only commence upon written notification by the Fire Chief of the Clarence-Rockland Fire Department to The Nation as to the effective date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

SIGNED, SEALED and EXECUTED
this 27th day of February 2023

Corporate Seal

**(THE CORPORATION OF THE
NATION
MUNICIPALITY**
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(
(Mayor
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(CAO/Clerk

Corporate Seal

**(THE CORPORATION OF THE
CITY OF CLARENCE-
ROCKLAND**
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(Mayor
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(Clerk

FIRE AREA - SECTION 2 OF THE AGREEMENT

The following describes the fire area of The Nation for the purpose of the Agreement between The Nation and Clarence-Rockland:

- a) The area to be covered for the purpose of fire protection services is described as follows:

County Road 8, North of Albert Bélanger bridge between the bridge all the way to the residence bearing civic number 509 County Rd. 8

Robillard Road

Route 100 east

Etyville Road

County Road 19, south of the village of Pendleton between civic number 1884 to 2365.

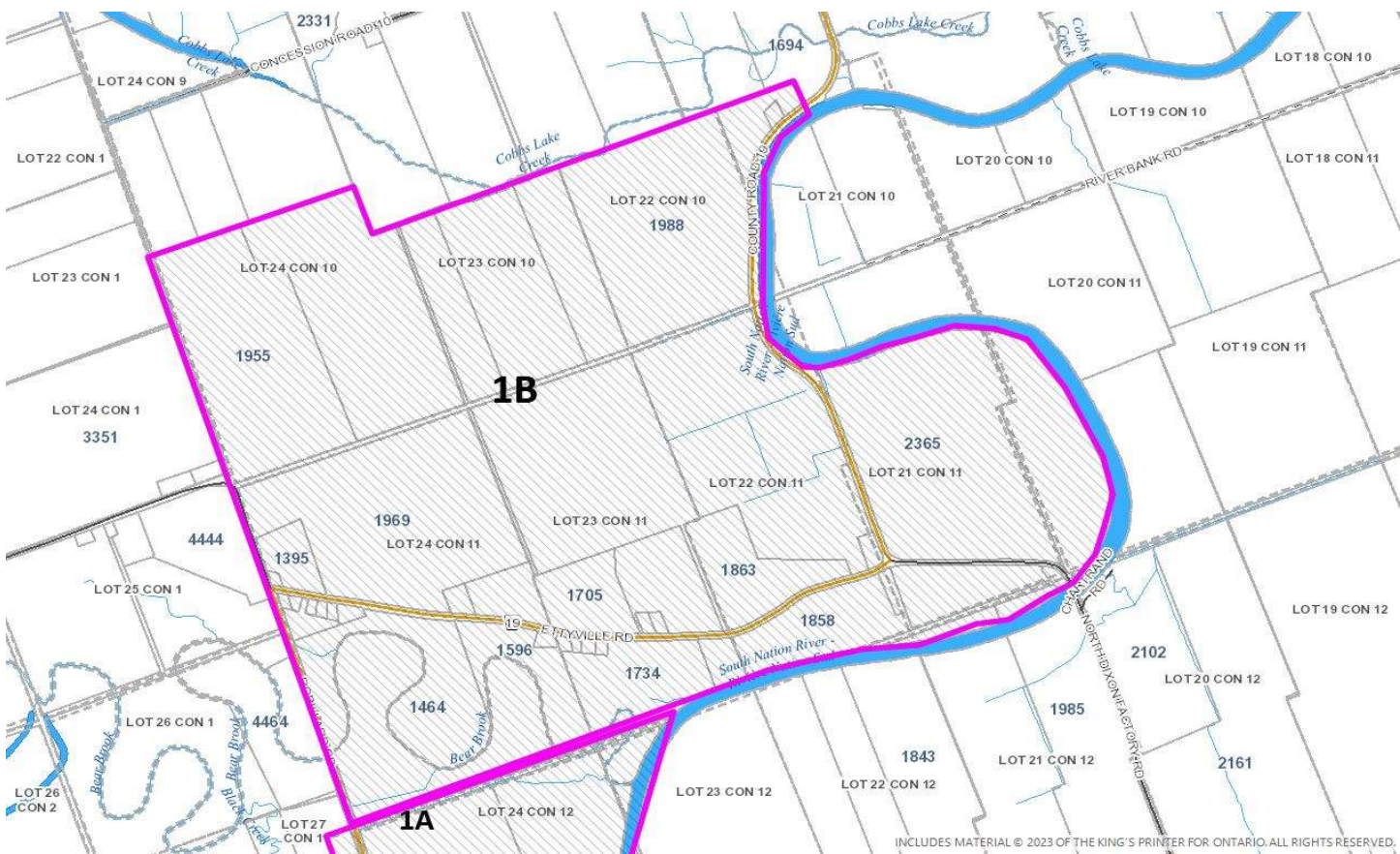
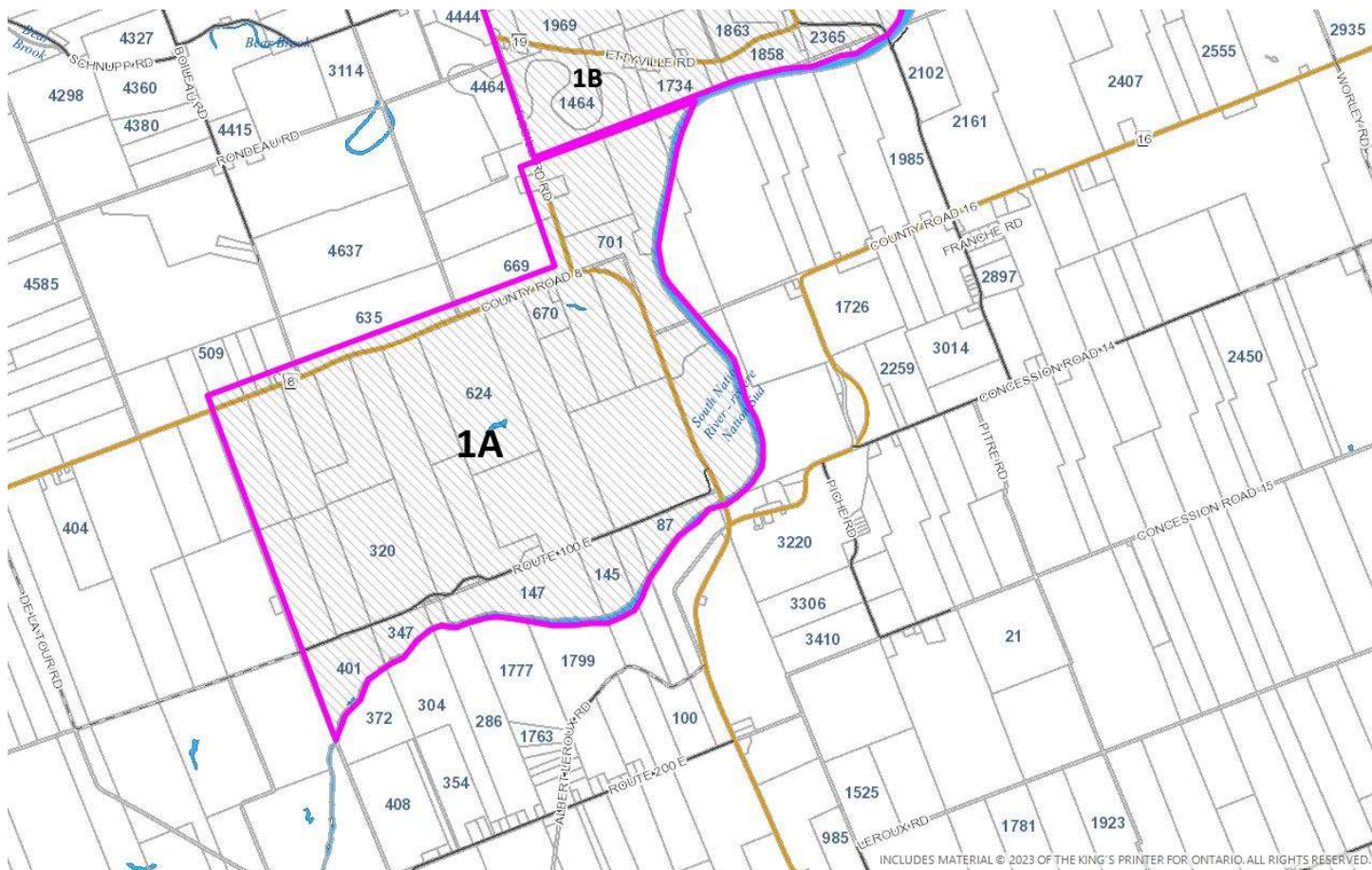
The single family dwelling bearing civic address 2392 North Dixon Factory Rd, just north of the closed Chartrand Bridge.

See Annex 1A and 1B Bourget Coverage Zone

- b) The attached map, being also part of Schedule “A” and forming part of this Agreement, delineates in yellow the fire area and should a conflict exists between the attached map and Section a) of Schedule “A” of this Agreement, the attach map shall prevail for the purpose of establishing the fire area.

Schedule “A” – Fire Area 1A and 1B

SCHEDULE "A" – THE NATION/CLARENCE-ROCKLAND AGREEMENT



FEE STRUCTURE

SECTION 1: For fire and vehicle responses where scene is readily found and/or medical first response in area ■ as per article 13.

- a) The fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 543,03\$ as for MTO rate, for the first hour per piece of equipment responded to the fire area;
 - ii) 271,50 \$ for each half hour, as to MTO rate

Note that the hourly amount will increase as per the Consumer Price Index.

SECTION 2: For fire and vehicle responses where scene is not found (false alarms).

- a) For calls that are called off by dispatch or otherwise the fire or accident scene cannot be determined, the fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 271,50\$ for the first hour or part thereof per piece of equipment responded to the fire area.

