

**THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY**  
**BY-LAW NUMBER 2021-XX**

---

**BEING A BY-LAW TO AUTHORIZE AN AUTOMATIC AID AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY AND THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN FOR USE OF FIRE FIGHTING EQUIPMENT AND SERVICES**

**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, c.4*, 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** the Corporation of the Township of Champlain is prepared to enter into an Automatic Aid Agreement with the Corporation of the Township of North Glengarry for the provision of fire protection services for a designated area;

**NOW THEREFORE** the Council of the Corporation of the Township of North Glengarry hereby enacts as follows:

1. That The Corporation of the Township of North Glengarry continue its Automatic Aid Agreement with the Corporation of the Township of Champlain for the provision of fire protection services, the said Agreement being attached hereto and identified as Schedule "A" and forming part of this By-Law.
2. That the Mayor and CAO/Clerk are hereby authorized to execute the said Agreement, the same being identified as Schedule "A" attached hereto and forming part of this By-Law, including all other documents counsel may advise in order to give effect to these presents.
3. That this By-law repeals By-law No. 2013-34 in its entirety, as of the date of the enactment of this By-law.
4. This By-Law shall take effect upon approval by Council.

**READ** a first, second and third time and duly adopted this XX<sup>th</sup> day of May, 2021.

---

Jamie MacDonald, Mayor

---

Sarah Huskinson, CAO/Clerk

**THIS AGREEMENT** made this XX<sup>th</sup> day of May, 2021.

**BETWEEN:**                                **THE CORPORATION OF THE TOWNSHIP  
OF NORTH GLENGARRY**

**Hereinafter referred to as *North Glengarry*;**

**AND:**                                        **THE CORPORATION OF THE TOWNSHIP  
OF CHAMPLAIN**

**Hereinafter referred to as *Champlain*;**

**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** Champlain is agreeable in providing fire protection services to a designated area of North Glengarry;

**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 North Glengarry 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 Vankleek Hill Area Fire Department of Champlain;
- (e)     *fire protection services* means and includes the following:
  - (i)     fire fighting and
  - (ii)    any other responses or incidents to which the fire department would normally respond in Champlain.
- (f)     “*MTO*” means the Ontario Ministry of Transportation.

2. Champlain will supply, except as hereinafter limited or excluded, fire protection services to North Glengarry in the *"fire area"* as described and identified in Schedule "A" attached and forming part of this Agreement.

3. Champlain will supply fire apparatus and personnel that will respond to occurrences in the fire area of North Glengarry will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
4. In the areas to be protected as per agreement, the Fire Dispatch will notify Champlain Fire Department as First Call Out, and the North Glengarry Fire Department will become the Second Call Out, immediately.

The exceptions being that when the incident is of a medical nature, and all motor vehicle accidents along the 417 Highway within the North Glengarry corridor, Champlain Fire Department will be the First and only Call Out, with Champlain billing North Glengarry, as per the rates in Schedule B. The North Glengarry Fire Department will respond if needed as per article 5.

5. Should the fire chief of the Champlain fire department, or designate, determine that the occurrence will require assistance from the North Glengarry fire department to take over the scene to ensure coverage for Champlain, he or she shall notify the dispatching service for the North Glengarry fire department and the North Glengarry fire department will be dispatched to assist and relieve the Champlain fire department.
5. For all responses on Highway 417, the Champlain Fire Chief or designate will endeavour to collect all information needed to facilitate North Glengarry's billing to the MTO.
6. 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 Champlain 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 for the North Glengarry fire department.

In addition, in no event shall the fire department of Champlain be obliged to furnish fire protection services to the fire area of North Glengarry 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.

7. 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 North Glengarry, until such time that the North Glengarry fire department arrives, at which time the fire scene shall be turned over to the North Glengarry fire department.
8. The fire chief or designate of the fire department shall report to North Glengarry, by the tenth (10<sup>th</sup>) day of each month, all occurrences in the fire area to which the fire department has responded in the prior month.
9. North Glengarry 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, North Glengarry agrees to advise Champlain immediately.
10. North Glengarry agrees to maintain all street and road signs in the fire area identifiable by having them clearly marked at all intersections.
11. North Glengarry 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 North Glengarry agrees to advise Champlain immediately.

12. North Glengarry 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.
13. The Champlain 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 North Glengarry.
14. In consideration of the fire protection services undertaken by Champlain to the fire area, North Glengarry shall pay fees to Champlain as set out in Schedule "B" attached and forming part of this Agreement.
  - a. In the event that the Champlain 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, North Glengarry agrees to reimburse Champlain 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 Champlain 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, North Glengarry agrees to reimburse Champlain according to the rate or fee structure as per schedule B – section 1 attached to and forming part of this Agreement.
15. Notwithstanding anything herein contained, no liability shall attach or accrue to Champlain for failing or refusing to supply fire protection services to the fire area of North Glengarry on any occasion or occasions.
16. The parties agree that this Agreement may be amended at any time by mutual consent of the parties. A minimum of thirty (30) days notice is required in writing.
17. **Insurance Indemnification**

The Township of Champlain shall defend, indemnify and save harmless The Township of North Glengarry its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township of Champlain, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Township of North Glengarry in accordance with this Contract, and shall survive this Contract.

The Township of Champlain agrees to defend, indemnify and save harmless Township of North Glengarry from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Township of Champlain's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Township of Champlain in accordance with this Contract, and shall survive this Contract.

The Township of North Glengarry shall defend, indemnify and save harmless The Township of Champlain its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township of North Glengarry, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Township of Champlain in accordance with this Contract, and shall survive this Contract.

The Township of North Glengarry agrees to defend, indemnify and save harmless Township of Champlain from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Township of North Glengarry's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Township of North Glengarry in accordance with this Contract, and shall survive this Contract.

**18. Insurance Requirements**

Each party to the agreement shall carry Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Protection Services pursuant to this agreement in an amount not less than the full replacement cost.

Each party to the agreement shall carry General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$20,000,000. The policy shall be endorsed to include the Municipality as an additional insured with respect to the Fire Protection Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Each party to the agreement shall carry Medical Malpractice coverage with a limit of not less than \$20,000,000. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

Each party to the agreement shall carry Non-owned Automobile coverage with a limit of not less than \$20,000,000 and shall include contractual non-owned coverage.

Each party to the agreement shall carry Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$20,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

Each party shall be responsible for the deductible on their own policy – the other party shall not contribute to such deductible.

All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario.
- b) Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation.

c) Certificates of Insurance evidencing coverage as outlined above shall be provided within 10 days of signing the agreement.

19. 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.
20. 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.
21. This Agreement shall be in force for an indefinite period of time commencing on the date of execution, subject to the terms and conditions for full effect of the Agreement.
22. This Agreement may be terminated at any time by either party providing written notice to the other party with a minimum of three (3) months notice.

**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 **XX<sup>th</sup> day of May, 2021**

Corporate Seal

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH GLENGARRY**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**THE CORPORATION OF THE  
TOWNSHIP OF CHAMPLAIN**

Corporate Seal

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Clerk**

**SCHEDULE "A" - NORTH GLENGARRY/CHAMPLAIN AGREEMENT – Page 1 of 2**

**FIRE AREA - SECTION 2 OF THE AGREEMENT**

**The following describes the fire area of North Glengarry for the purpose of the Agreement between Township North Glengarry and Champlain:**

- a) The area to be covered for the purpose of fire protection services is described as follows:
  - i) All of the properties within the highlighted area marked on the attached map.
  - ii) All properties located on the North and South side along Laggan-Glenelg Road from Old Military Road, East to the boundary of East Hawkesbury, including all properties on Binette Rd.
  - iii) All properties located on the East and West side of Old Military Road from Laggan-Glenelg Road to Lochinvar Road.
  - iv) All properties located on the North and South side of Lochinvar Road.
  - v) All properties located on County Road 34 from Lochinvar Road, North to the boundary of Champlain Township.
  - vi) All properties located from Laggan-Glenelg and the boundaries of Township of East Hawkesbury, North to the boundaries of Champlain Township.
  - vii) Highway 417, within the Township of North Glengarry from mile marker 35 to the boundary of the Township of East Hawkesbury.
- b) The attached map, being also part of Schedule "A" and forming part of this Agreement, delineates in purple the fire area and should a conflict exist 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 "B" - NORTH GLENGARRY/CHAMPLAIN AGREEMENT – Page 1 of 1**

**FEE STRUCTURE**

In all circumstances the fees in Section 1 shall apply for responses by the Township of Champlain Fire and Emergency Services in the sector identified in this agreement as "fire area" being a sector of the Township of North Glengarry clearly identified by the map in Schedule "A" above.

**SECTION 1: For all responses by Champlain into the fire area, as requested by responsible fire dispatch service.**

- a) The fee (rate) structure payable to Champlain shall be as follows:
  - i) MTO rate for the first hour or part thereof per piece of equipment responded to the fire area;
  - ii) 50% of MTO rate for each additional half hour or part thereof per piece of equipment responded to the fire area.
- b) The fee (rate) structure identified in paragraph a) i) ii) of Schedule "B" - section 1 to this Agreement is according to Ontario Ministry of Transportation established rates for the Province, rates will be adjusted at the same time as MTO rates are adjusted.