

Township of Wellesley Automatic Aid Agreement With The Township Woolwich.
BY-LAW NO. Ppppppp

THIS AGREEMENT made in duplicate this _____ day of _____, 200.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF WOOLWICH

Hereinafter called "Woolwich" OF THE FIRST PART

AND

THE CORPORATION OF THE TOWNSHIP OF WELLESLEY

Hereinafter called "Wellesley" OF THE SECOND PART

WHEREAS Section 2.(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Township of Centre Woolwich operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of Woolwich;

AND WHEREAS the Township of Wellesley is prepared to make available fire protection services to the Township of Woolwich and the Township of Woolwich is agreeable and requests the Township of Wellesley to provide fire protection services to a defined area of the Township of Woolwich;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Township of Centre Wellington and the Township Of Woolwich mutually agree as follows:

1. In this Agreement, unless the context otherwise requires,
 - 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 Area**" means the area of the Township of Woolwich defined in Schedule "A" attached to and forming part of this Agreement,
 - c) "**Fire Chief**" means the chief of the *fire department*,
 - d) "**Fire Department**" means the Township Woolwich (St Clements) *Fire Department*,
 - e) "**Fire Protection Services**" means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: "includes fire suppression, rescue and emergency services and the delivery of all those services".

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2. Automatic Aid shall be defined as the two closest fire stations being dispatched from Kitchener Fire Dispatch simultaneous or as close to simultaneously as possible. Woolwich's St Jacobs fire station and Wellesley's St Clements fire Station will be dispatched to all emergencies requiring *fire protection services* to areas described in Schedule "A". Woolwich Fire Department will remain responsible and in control of *Fire Protection Services* at all times within its municipal boundaries.
3. The Township of Wellesley Fire Department (St Clements fire station) will supplement *fire protection services* to all the properties and residents situated within the geographical areas as shown in Schedule "A" as part of an Automatic Aid agreement.
4.
 - a) The fire apparatus and personnel of the *fire department* will respond to occurrences in the *fire area* in a manner as if the response were in the Township of Wellesley, fire stations regular response area.
 - b) Should the *fire chief* or *designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *fire area*, such assistance may be summoned in the absence of Woolwich fire department personnel. The *fire chief* or *designate* will follow Region of Waterloo Mutual Aid Fire Services Plan and Program.
5.
 - a) The *fire chief* or *designate* may refuse to supply responses if response personnel, apparatus and/or equipment are required in the Township of Wellesley or elsewhere or just not available, under the provisions of the Region of Waterloo Mutual Aid Fire Services Plan and Program.
 - b) The *fire chief* or *designate* may order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an incident in the *fire area*. In such cases the *fire chief* or *designate* may summon assistance in accordance with Section 4.
6. The Township of Woolwich shall be responsible for fire protection and notifying, in the manner and to the extent deemed necessary, residents and occupants of the *fire area*, of procedures for reporting an emergency and of the services provided by the *fire department*.
7. The Township of Woolwich agrees to reimburse to the Township of Wellesley utilizing the Ministry of Transportation rates for fire apparatus for a period of one (1) hour for each vehicle. If Wellesley's fire station equipment and or staff are required longer, then the Region of Waterloo Mutual Aid Fire services Agreement shall apply. Invoicing and payment information shall be as in Schedule "B" for automatic aid services to the *fire area*.
8.
 - a) This Agreement shall remain in force until either party provides written notice of termination at least (90) ninety days prior to the desired date of termination.
 - b) 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 (90) ninety days written notice of the proposed amendment(s).
9.
 - a) So often as there may be any dispute between the parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, R.S.O. 1990 c. M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.

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- b) 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 such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
- 10. Notwithstanding anything herein contained, no liability shall attach or accrue to the Township of Wellesley for failing to supply the Township of Woolwich on any occasion, or occasions, any of the *fire protection services* provided for in the Agreement.
- 11. No liability shall attach or accrue to the Township of Woolwich by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *fire department* while engaged in the provision of *fire protection services* in the *fire area*.
- 12. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal 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.

IN WITNESS WHEREOF the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

The Corporation of the Township of Woolwich

Mayor

Clerk

The Corporation of the Township of Wellesley

Mayor

Clerk

Schedule "A"

The following Fire Protection Auto-Aid agreement areas will be as follows:

The Auto-Aid Agreement in The Township of Woolwich will be defined as:

The Agreement Area is located in the St Jacobs coverage area. The agreement will cover the following addresses.

- Lobsinger Kine addresses from 2805 to 2995 and 28445 to 2998.
- Kressler Road addresses from 1705 to 3005
- Erbsville Road addresses from 862 to 970 and 909 to 995.
- Benjamin Road from Kressler Road to Bisch Street both sides of the road
- Bisch Street both sides of the road
- Rocky Lane both sides of the road
- Trillium Court
- Venus Crescent
- Apollo Drive
- Danube Drive
- Alten Way
- Vienna Crescent
- Rhine Meadow Court
- Rhine Meadow Drive
- Alpen Grove
- Chancellor

See map on next page for further information forming part of Appendix "A".

Schedule "B"

Township of Wellesley Automatic Aid Agreement With The Township Woolwich.
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The Township of Centre Wellington will compensate by remuneration for this Auto Aid agreement on or before December 31st of each year the Auto-Aid agreement is in effect.

The Township of Woolwich shall submit an invoice to The Township of Centre Wellington, Attention Accounts Payable, PO Box 10, 1 Macdonald Square, Elora Ontario N0B 1S0, for services rendered as per this Fire Protection Auto-Aid agreement on or before December 15th for the calendar year starting at December the 1st, 00:01 am until December the 1st, 00:01 am of the following year.

The invoice will include the following information,

As-per the Fire Protection Auto-Aid agreement between the Township of Woolwich and the Township of Wellesley

AND

Date submitted to the Township of Woolwich

AND

The Township of Woolwich shall compensate the Township of Wellesley a total amount of \$

The total amount calculated using the following method, Ministry of Transportation Fire Services rate of \$ 350 per hour, per fire department emergency vehicle

The Date, Time and Location of each response in the agreement area as out lined in Appendix "A"

AND

Type of services provided and the number of Wellesley emergency fire vehicles that were on scene of each incident.

AND

Shall be signed by the Clerk and the Fire Chief.

