

CORPORATION OF THE TOWN OF GANANOQUE

BYLAW NO. 2012-079

---

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO ENTER INTO  
AN AGREEMENT WITH THE TOWNSHIP OF LEEDS AND THOUSAND ISLANDS FOR  
THE PURPOSE OF PROVIDING FOR AN AUTOMATIC AID AGREEMENT.

---

**WHEREAS** Section 20(1) & (2) of the Municipal Act S.O. 2001, c.25, as amended, and the Fire Protection and Prevention Act, 1997, S.O. 1997, as amended, authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Municipal Act, S.O. 2001, c.25, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw;

**AND WHEREAS** it is deemed expedient to enter into an Agreement with the Corporation of the Township of Leeds and the Thousand Islands with respect to the provision of an Automatic Aid Agreement.

**NOW THEREFORE** the Council of the Town of Gananoque hereby enacts as the follows:

- 1) That the Town of Gananoque enter into an Automatic Aid Agreement with the Corporation of the Township of Leeds and the Thousand Islands to provide for an automatic dispatch service between the Town of Gananoque and The Township of Leeds and the Thousand Islands.
- 2) That the Mayor and Clerk are hereby authorized to execute the Automatic Aid Agreement attached hereto and forming part of this by-law as Schedule 'A' ,
- 3) That this by-law come into force and effect on the date of passing.

**READ A FIRST, SECOND, AND THIRD TIME** and finally passed this 14<sup>th</sup> day of August, 2012.

  
\_\_\_\_\_  
Mayor, Erika Demchuk

  
\_\_\_\_\_  
Clerk, Bonnie Dingwall

AUTOMATIC AID AGREEMENT

This agreement made on this 13<sup>th</sup> day of August 2012.

THE CORPORATION OF THE TOWN OF GANANOQUE  
(hereinafter referred to THE TOWN OF GANANOQUE)

And

THE CORPORATION OF THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS  
(hereinafter referred to as THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS)

---

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

AND WHEREAS THE TOWN OF GANANOQUE 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 TOWN OF GANANOQUE;

AND WHEREAS THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS 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 LEEDS AND THE THOUSAND ISLANDS;

AND WHEREAS THE TOWN OF GANANOQUE is agreeable to provide fire protection services to THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS, and THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS is agreeable to provide fire protection services to THE TOWN OF GANANOQUE;

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations, THE TOWN OF GANANOQUE and THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS 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 TOWN OF GANANOQUE defined in Schedule "A" and THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS defined in Schedule "B" attached to and forming part of this Agreement;
  - c. "Fire Chief" means the chief of the *fire department*;
  - d. "Fire Department" means THE TOWN OF GANANOQUE *Fire Department* and THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS *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, fire prevention, fire safety education, communications, training of persons involved in the provision of *fire protection services*, rescue and emergency services and the delivery of all those services".
2. THE TOWN OF GANANOQUE will provide *fire protection services* to all the properties and residents situated within the fire areas as shown in Schedule "A".
3. THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS will provide *fire protection services* to all the properties and residents situated within the fire areas as shown in Schedule "B"



4.
  - a. The fire apparatus and personnel of the *fire department* will respond to occurrences in the *fire area* in a like manner as if the response were in THE TOWN OF GANANOQUE.
  - b. The fire apparatus and personnel of the *fire department* will respond to occurrences in the *fire area* in a like manner as if the response were in THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS.
  - c. 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.
5.
  - a. The *fire chief* or *designate* may refuse to supply responses if response personnel, apparatus and/or equipment are required in County/District/Region or elsewhere, under the provisions of the County/District/Region Mutual Fire Aid 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.
6.
  - a. THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS shall be responsible for 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*.
  - b. THE TOWN OF GANANOQUE shall be responsible for 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.
  - a. This Agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination.
  - b. The Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendments(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
8.
  - 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.
  - 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.

- 9.
- a. Notwithstanding anything herein contained, no liability shall attach or accrue to THE TOWN OF GANANOQUE for failing to supply THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS on any occasion, or occasions, any of the *fire protection services* provided for in the Agreement.
  - b. Notwithstanding anything herein contained, no liability shall attach or accrue to THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS for failing to supply THE TOWN OF GANANOQUE on any occasion, or occasions, any of the *fire protection services* provided for in the Agreement.
- 10.
- a. No liability shall attach or accrue to THE TOWN OF GANANOQUE 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*.
  - b. No liability shall attach or accrue to THE TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS 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*.
11. 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 of the foregoing covenants the Town of Gananoque and the Township of Leeds and Thousand Islands have executed this agreement.



\_\_\_\_\_  
Mayor, Erika Demchuk  
TOWN OF GANANOQUE



\_\_\_\_\_  
Clerk, Bonnie Dingwall  
TOWN OF GANANOQUE



\_\_\_\_\_  
Mayor, Bruce Bryan  
TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS



\_\_\_\_\_  
Clerk, Vanessa Latimer  
TOWNSHIP OF LEEDS AND THE THOUSAND ISLANDS