

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BYLAW NO. 2024-17

Being a Bylaw to Authorize an Automatic Aid Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing

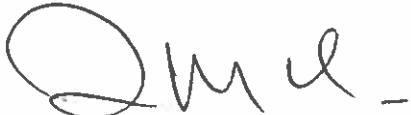
WHEREAS the Council of the Corporation of the Municipality of Powassan deems it expedient to enter into the attached Automatic Aid Agreement with the Corporation of the Township of Nipissing;

NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. **THAT** the Automatic Aid Agreement between the Corporation of the Municipality of Powassan and the Corporation of the Township of Nipissing attached hereto and forming part of this Bylaw is hereby authorized.
2. **THAT** the Mayor and Director of Corporate Services be and are hereby authorized and instructed on behalf of the Corporation of the Municipality of Powassan to enter into and execute under its corporate seal.
3. **THAT** this Bylaw shall come into force and take effect as of the final passing thereof.

READ a **FIRST** and **SECOND** time and considered **READ** a **THIRD** and **FINAL** time and adopted as such in open Council on this the 18th day of June 2024, for the immediate wellbeing of the community.

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN



Peter McIsaac, Mayor



Allison Quinn, Clerk

AUTOMATIC AID AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF NIPISSING

Hereinafter called "Nipissing" of the first part

AND

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Hereinafter called "Powassan" of the second part;

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, R.S.O. 1990, as amended, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

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

AND WHEREAS the Township of Nipissing and the Municipality of Powassan wish to expand the area of fire protection services provided by the Municipality of Powassan as established under By-law 2018-41, the provisions of which shall remain in full force and effect;

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** means a person who in the absence of the fire chief has the same operational powers and authority as the fire chief.
 - b) **fire area** means the fire area(s) of the Township of Nipissing as described in Schedule "A" attached to and forming part of this agreement,
 - c) **fire chief** means the chief of the fire department,
 - d) **fire protection services** means and includes activities defined in the Fire Protection and Prevention Act, including fire suppression, auto extrication and training of persons involved in the provision of fire protection services.
2. Powassan shall be automatically notified by Nipissing's answering service to respond and will supply fire protection services to Nipissing in the fire area as described in Schedule "A" attached to and forming part of this agreement.
3. Fire apparatus and personnel that will respond to occurrences in the fire area of the Township of Nipissing will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement, limited to the requirements of each specific call response, within reason.

4. Notwithstanding Section 3 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Powassan or elsewhere. Similarly, the fire chief, or designate, may 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, shall summon assistance in accordance with the provisions of the Mutual Aid Agreement.
5. The Powassan fire chief, or designate, shall have full authority and control over any and all activities in which the Powassan fire department may be engaged in the fire area until the arrival of Nipissing upon which time Nipissing will meet with Powassan incident command for a debriefing where Powassan will transfer command and control to Nipissing.
6. The Powassan fire chief, or designate, shall report to Nipissing by the tenth (10th) day of each month, all occurrences in the fire area to which the fire department has responded in the prior month.
7. The Powassan fire department shall agree to install and maintain the Nipissing radio frequency, at their own expense, in apparatus responding in the fire area.
8. Nipissing agrees to provide a map of the fire area clearly indicating all readily accessible static sources of water available for firefighting operations. See Schedule "B" attached to and forming part of this agreement.
9. Nipissing agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
10. Nipissing shall 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 services provided by the fire department.
11. In consideration of the fire protection services undertaken by Powassan to be provided in the fire area of Nipissing, Nipissing shall pay fees to Powassan as set out in Schedule "C" attached hereto and forming part of this agreement.
12. Notwithstanding anything herein contained, no liability shall attach or accrue to Powassan for failing to supply to Nipissing on any occasion, or occasions, any of the fire protection services provided for in this agreement.
13. No liability shall attach or accrue to Nipissing by reason of any injury or damage sustained by personnel, apparatus, or equipment of the Powassan fire department while engaged in the provision of fire protection services in the fire area.

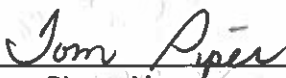
- 14. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- 15. This agreement shall be in force for a period of three (3) years and thereafter it shall be automatically renewed from year to year unless in any year either party gives notice to the other party, as set out in Section (14) hereof.
- 16. Notwithstanding Section (15), this agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. In any case of termination prior to the twelve (12) month date, the fees specified in Section (11) will be applied on a pro rata basis using the same formula as applied previous to the termination date.
- 17. This agreement shall come into effect commencing 12:01 a.m. June 5, 2024 and expires 11:59 p.m. May 31, 2027.

Dated this 4th day of June, 2024.

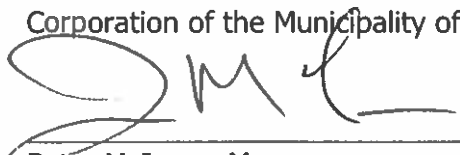
Dated this _____ day of _____, 2024.

Corporation of the Township of Nipissing

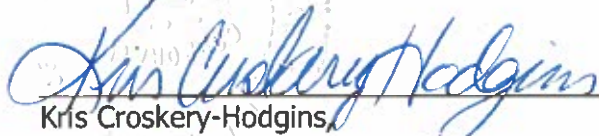
Corporation of the Municipality of Powassan




Tom Piper, Mayor



Peter McIsaac, Mayor



Kris Croskery-Hodgins,
Municipal Administrator-Clerk-Treasurer



Brayden Robinson,
Treasurer/Director of Corporate Services

Schedule "A" to By-Law Number 2024-30
Township of Nipissing, June 4, 2024

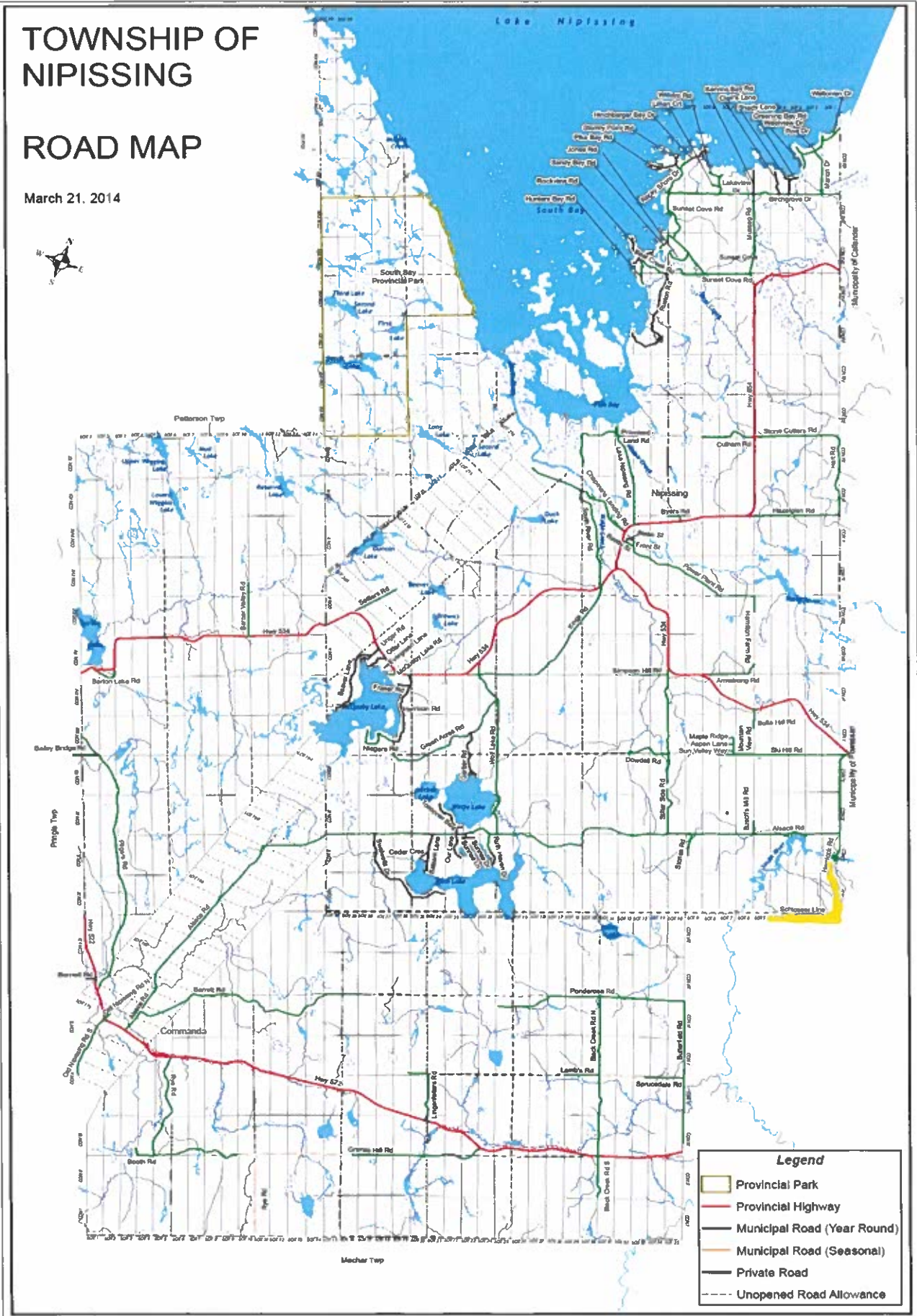
SCHEDULE "C"

1. Nipissing will pay per Ministry of Transportation rates, per apparatus for a maximum of one hour to Powassan for responding within the fire protection area. Emergencies in excess of one hour will be subject to the conditions of the Nipissing/East Parry Sound Mutual Aid Plan.
2. Powassan will limit apparatus response to the requirement reasonable response based on the merit of the call to ensure adequate resources remain for Powassan and the response is within scope for the Nipissing resources responding.
3. Claims to Ministry of Transportation Ontario (MTO) shall be the responsibility of Nipissing for services rendered.

TOWNSHIP OF NIPISSING

ROAD MAP

March 21, 2014



Legend

- Provincial Park
- Provincial Highway
- Municipal Road (Year Round)
- Municipal Road (Seasonal)
- Private Road
- Unopened Road Allowance