

CORPORATION OF THE TOWNSHIP OF LIMERICK  
BY-LAW NO. 2013-15  
BY-LAW TO AUTHORIZE AGREEMENT  
BETWEEN  
THE TOWNSHIP OF LIMERICK  
AND  
THE MUNICIPALITY OF TWEED

BEING a By-Law to authorize an agreement between the Corporation of the Township of Limerick and the Corporation of the Municipality of Tweed;

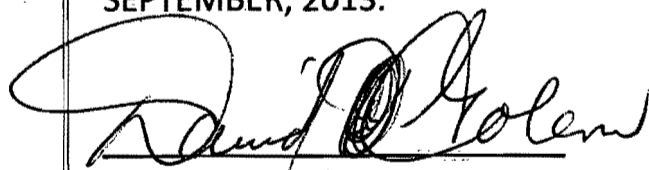
WHEREAS Section 20(1) of the Municipal Act, 2001, authorizes a municipality to enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

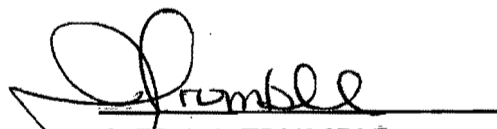
AND WHEREAS Section 20(2) of the Municipal Act, 2001, authorizes the municipality to provide the matter in accordance with the agreement anywhere that any of the municipalities or local bodies have the power to provide the matter.

NOW THEREFORE the Council of the Corporation of the Township of Limerick enacts as follows:

1. THAT an agreement be entered into between the Township of Limerick and the Municipality of Tweed in accordance with the Agreement attached hereto as Schedule "A" and forming part of this by-law.
2. THAT this By-Law repeals any and all previous Agreements, By-Laws and/or Motions pertaining to the same.
3. THAT the Clerk is hereby authorized to affix to the said Agreement the Corporate Seal of the Corporation of the Township of Limerick.

READ A FIRST, SECOND, THIRD AND FINAL TIME BEING PASSED THIS 3RD DAY OF SEPTEMBER, 2013.

  
REEVE: D. GOLEM

  
CLERK: J. TRUMBLE

SEAL

FIRE SERVICES AGREEMENT  
BETWEEN:  
CORPORATION OF THE TOWNSHIP OF LIMERICK  
(Hereinafter referred to as "Limerick")  
AND  
CORPORATION OF THE MUNICIPALITY OF TWEED  
(Hereinafter referred to as "Tweed")

WHEREAS Tweed has requested assistance pertaining to fire protection service within part of its boundaries;

AND WHEREAS Limerick is agreeable to providing assistance to Tweed;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, BE IT RESOLVED AS FOLLOWS:

1. In this Agreement;
  - a) "Designated" means the Deputy Chief or another 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 area(s) of the Municipality of Tweed as described in Schedule "A" attached hereto and forming part of this Agreement;
  - c) "Fire Chief" means the Chief of Limerick Fire Department;
  - d) "Fire Department" means the Limerick Fire Department;
  - e) "Fire Protection Services" means and includes the following:
    - i) fire fighting for structure fires only,
    - ii) fire cause determination and investigations,
    - iii) search and rescue operations, at the Fire Scene,
    - iv) administrative functions and services in respect to the provision of the previously mentioned services;
    - v) All other calls for assistance, such as, but not limited to, vehicle accident, events, responses, etc.
2. The Township of Limerick will supply, except as hereinafter limited or excluded, "fire protection services" to the Municipality of Tweed in the fire area as clearly described on mapping which shall establish exact geographical limits for which the Township agrees to provide, as set out in Schedule "A" attached hereto and forming part of this Agreement. The Township of Limerick will be responsible for notifying Belleville Dispatch of the fire protection services and boundary limits upon acceptance hereof.
3. Limerick Township will provide existing fire equipment as required.

4. Should the Fire Chief, or designate, require assistance, or believe assistance is required, by way of additional personnel, apparatus or equipment, in addition to that provided by Section 3, at an occurrence in the fire area, such assistance may be summoned from any available source.
5. The Fire Chief or designate shall have full authority and control over any fire and all activities in which the Fire Department may be engaged in the fire area of the Municipality of Tweed.
6. The Municipality of Tweed agrees to provide a map(s) of the Fire Area, clearly indicating all accessible static sources of water available for firefighting operations and access roads to these sources shall be graded and kept clear of snow or other obstructions provided that the roads are Township roads with year round maintenance. The Municipality of Tweed agrees to provide mapping clearly showing which roads are maintained year round by the Township and which are seasonal roads not maintained year round by the Township. Refer to Schedule "B" attached hereto and forming part of this Agreement.
7. The Municipality of Tweed agrees to identify all roads in the Fire Area by having them clearly marked at all intersections providing the Fire Department with a copy of the County of Hastings 9-1-1 Emergency listing in order by road name, and which may be required to be updated from time to time.
8. The Municipality of Tweed will be responsible for establishing and notifying, in the manner and to the extent deemed necessary by the Fire Department residents and occupants of the Fire Area of the procedures for reporting an emergency and of the services provided by the Fire Department of Limerick Township.
9. In consideration of the fire protection services undertaken by the Township of Limerick to be provided in the Fire Area of the Municipality of Tweed, the Municipality of Tweed shall pay to the Township of Limerick, fees as set out in Schedule "C" attached hereto and forming part of this Agreement.
10. The Municipality of Tweed shall arrange, pay for and maintain, during the term of the Agreement, Public Liability and Property Damage Insurance which shall protect Limerick against all claims for all damage or injury, including death, to any person or persons, and for damage to any public or private property resulting from the execution of this Agreement, and the Municipality of Tweed shall deposit the original insurance policy or a certified copy thereof, for inspection by the proper officials of Limerick.
11. The parties agree that this agreement may be amended, renewed or extended at any time by the mutual consent of the parties, after the party desiring the amendment, renewal or extension gives the other party a minimum of one hundred eighty (180) days written notice of the proposed amendment(s), renewals or extensions.

12. This agreement shall be in force for a period of two (2) years from the date of acceptance hereof.
13. This Agreement may be terminated at any time prior to the expiry date, by either party giving written notice to the other party not less than one hundred eight days (180) days prior to the desired termination date. In the case of termination prior to the expiry date, the fees specified in Section 9 will be applied on a monthly pro rata basis.

Signed, Sealed and Executed )  
 This 2 day of AUGUST )  
 2013. )

Jo-Anne Albert  
 Jo-Anne Albert  
 Mayor – Municipality of Tweed

Patricia L Bergeron  
 Patricia Bergeron  
 Clerk – Municipality of Tweed

Signed, Sealed and Executed )  
 This 19th day of NOVEMBER )  
 2013. )

David Golem  
 David Golem  
 Reeve – Township of Limerick

Jennifer Trumble  
 Jennifer Trumble  
 Clerk- Township of Limerick

## SCHEDULE "A"

### FIRE PROTECTION SERVICES FEES

1. **Annual Standing Fee of \$400.00** to be paid within 90 days of commencement of this Agreement.
2. On-call fee for trucks at the rate of \$120.00/hour for each incident the Fire Department is dispatched, with a minimum rate of 2 hours on-call time.
3. On-call fee for firefighters at the rate of \$20.00/hour, for each incident the Fire Department is dispatched, with a minimum of 2 hours on-call time.
4. On-call fee for the Fire Chief at the rate of \$25.00/hour, for each incident the Fire Department is dispatched, with a minimum of 2 hours on-call time.
5. Equipment fee for pumps and generator at the rate of \$15.00/hour for each incident the Fire Department is authorized by the Fire Chief or Designate.
6. Municipality of Tweed shall be responsible for all costs related to any Fire Agreement with the Ministry of Natural Resources covering crown protected areas.
7. Municipality of Tweed shall be responsible for all costs related to any fires considered to be wild land fires or out-of-control fires wherein the Ministry of Natural Resources is requested to attend to assist with fire control.
8. The costs related to any events pertaining to hazardous materials and/or spills shall be the responsibility of Municipality of Tweed.
9. If an investigation is required, the Fire Chief or his Designate will be paid \$25.00 per hour plus mileage at a rate of \$.052 per km.
10. \$0.52 per kilometer for each private vehicle used by an individual firefighter as authorized by the Fire Chief.