

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

**BY-LAW NO. 15-32**

**Being a By-Law to authorize the execution of an agreement between the Corporation of the Township of Clearview and the Corporation of the Town of Collingwood (Firefighting Services)**

**WHEREAS** Section 20(1) of the Municipal Act S.O. 2001, c 25, authorize a municipality to enter into an agreement 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 2(6) of the Fire Protection and Prevention Act S.O. 1997, c 4, authorizes a municipality to enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

**And Whereas** it is deemed expedient to enter into an agreement with the Town of Collingwood for firefighting services for two properties in the Township of Clearview boundary.

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:**

1. That the Firefighting Services Agreement, attached hereto as Schedule "A" and forming part of this by-law, be entered into with The Corporation of The Town of Collingwood.
2. That the Mayor and Clerk be authorized to execute this agreement, attached hereto as Schedule "A" and forming part of this By-Law on behalf of the Corporation of the Township of Clearview an Agreement in the form of Schedule "A" and forming part of this By-law.
3. That this By-law shall come into force and effect upon signing thereof by all parties to said Agreement.

By-Law 15-32 read a first, second and third time and finally passed this 25<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
**MAYOR/COUNTY COUNCILLOR**

  
\_\_\_\_\_  
**DIRECTOR OF LEGISLATIVE SERVICES/CLERK**

IN SENATE

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas, My Commission Expires \_\_\_\_\_

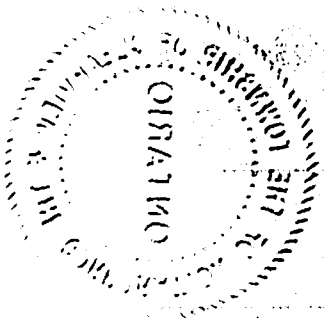
Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires \_\_\_\_\_

Notary Public in and for the State of Texas

Notary Public in and for the State of Texas



Handwritten signature and printed name of the notary public.

Notary Public in and for the State of Texas

THIS AGREEMENT MADE THIS 25 DAY OF May, 2015

BETWEEN:

THE CORPORATION OF THE TOWN OF COLLINGWOOD  
OF THE FIRST PART

HEREINAFTER REFERRED TO AS "COLLINGWOOD"

AND

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW  
OF THE SECOND PART

HEREINAFTER REFERRED TO AS "CLEARVIEW"

**WHEREAS** Section 20(1) of the Municipal Act S.O. 2001, c 25, authorize a municipality to enter into an agreement 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 2(6) of the Fire Protection and Prevention Act S.O. 1997, c 4, authorizes a municipality to enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

**NOW THEREFORE** in consideration of the mutual covenants and agreement herein contained, it is mutually agreed between the parties hereto agree as follows:

1. Collingwood agrees to make available to Clearview an apparatus together with an Officer and or Firefighters for emergencies within Clearview, subject to the terms and conditions set out herein.
2. Collingwood Fire Department shall respond as soon as practical upon being dispatched by the dispatch provider, to the two properties as described in Schedule "A" attached to and forming part of this agreement.

3. The Collingwood Fire Chief or designate shall have full authority and control over all personnel and equipment which may be engaged at the call until the arrival of equipment and personnel from Clearview.
  - Transfer of command to Clearview will be done when safe to do so.
  - Upon transfer of command to Clearview Fire Chief or designate, all Collingwood equipment and personnel will be released from call as soon as it can be done safely.
  
4. Although Collingwood agrees to make its best efforts to provide the vehicle and crew to Clearview, Collingwood undertakes no liability whatsoever for any damages howsoever caused arising from any failure by Collingwood to do so whether caused by the negligence, or otherwise of Collingwood, its Officers, employees for agents and Clearview agrees to save harmless Collingwood, its Officers, employees or agents from any liability arising from the provision of, or the failure to provide the vehicle and crew pursuant to this Agreement.

Without limiting the generality of the foregoing, Clearview acknowledges that Collingwood is not responsible for any acts, events or circumstances occurring which are beyond Collingwood's control such as winter storms, road closures, mechanical failures, or simultaneous emergencies within the corporate limits of Collingwood which require the vehicle and crew, and in the event of any such acts, events or circumstances, Clearview shall not hold Collingwood liable for failure to respond. It is understood and agreed by the township of Clearview that Collingwood shall have a first priority to the use of its vehicles. Such priority shall be determined by the Chief of the Fire Service of Collingwood or his agents in his or their sole and unfettered discretion. Clearview agrees that no liability shall attach or accrue to Collingwood by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of fire protection services in the fire area.

5. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, in addition to that provided by Section (1) above, at an occurrence in the fire area, such assistance shall be summoned from Clearview.

Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by the Clearview Fire Department, the Clearview Fire Department Fire Chief may invoke the applicable provisions of the Simcoe County Mutual Aid Plan.

6. Clearview agrees to provide a map of the fire area clearly indicating the civic addresses located within the fire coverage area. See Schedule "A" attached to and forming part of this agreement.
6. Clearview agrees to pay \$650.00 to \$1000.00 (depending on callback, 6 personnel maximum) inclusively for each emergency call received within the fire protection area.
7. This agreement may be amended at any time by mutual consent of the parties, after the party desiring the amendment(s) gives the other party ninety (90) days written notice of the proposed amendment.
8. So often as there may be any dispute between the parties to 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, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason that said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, 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 or any successor legislation.
9. 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 severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
10. This agreement shall be in force for a period of five (5) 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 (7).

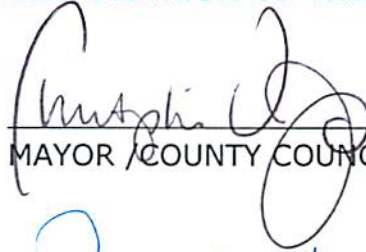
11. Notwithstanding Section (10), this agreement may be terminated by either party giving written notice to the other party not less than 90 days prior to the desired termination date.

12. That Schedule "A" - Designated Fire Protection Area forms part of this agreement.

13. This Agreement shall come into force effective the 1<sup>st</sup> day of July, 2015.

Dated at the Township of Clearview this 25 day of May, 2015.

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

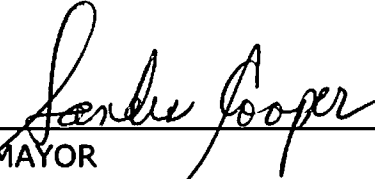



MAYOR / COUNTY COUNCILLOR



DIRECTOR OF LEGISLIATIVE SERVICES/CLERK

**THE CORPORATION OF THE TOWN OF COLLINGWOOD**

  
MAYOR

  
CLERK - Deputy

Dated at the Town of Collingwood this 16<sup>th</sup> day of June, 2015.

AUTHORIZED BY BY-LAW NO. 2015-060  
PASSED BY THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF COLLINGWOOD June 15, 2015

RESOLUTION NO. 100-100-100-100-100-100



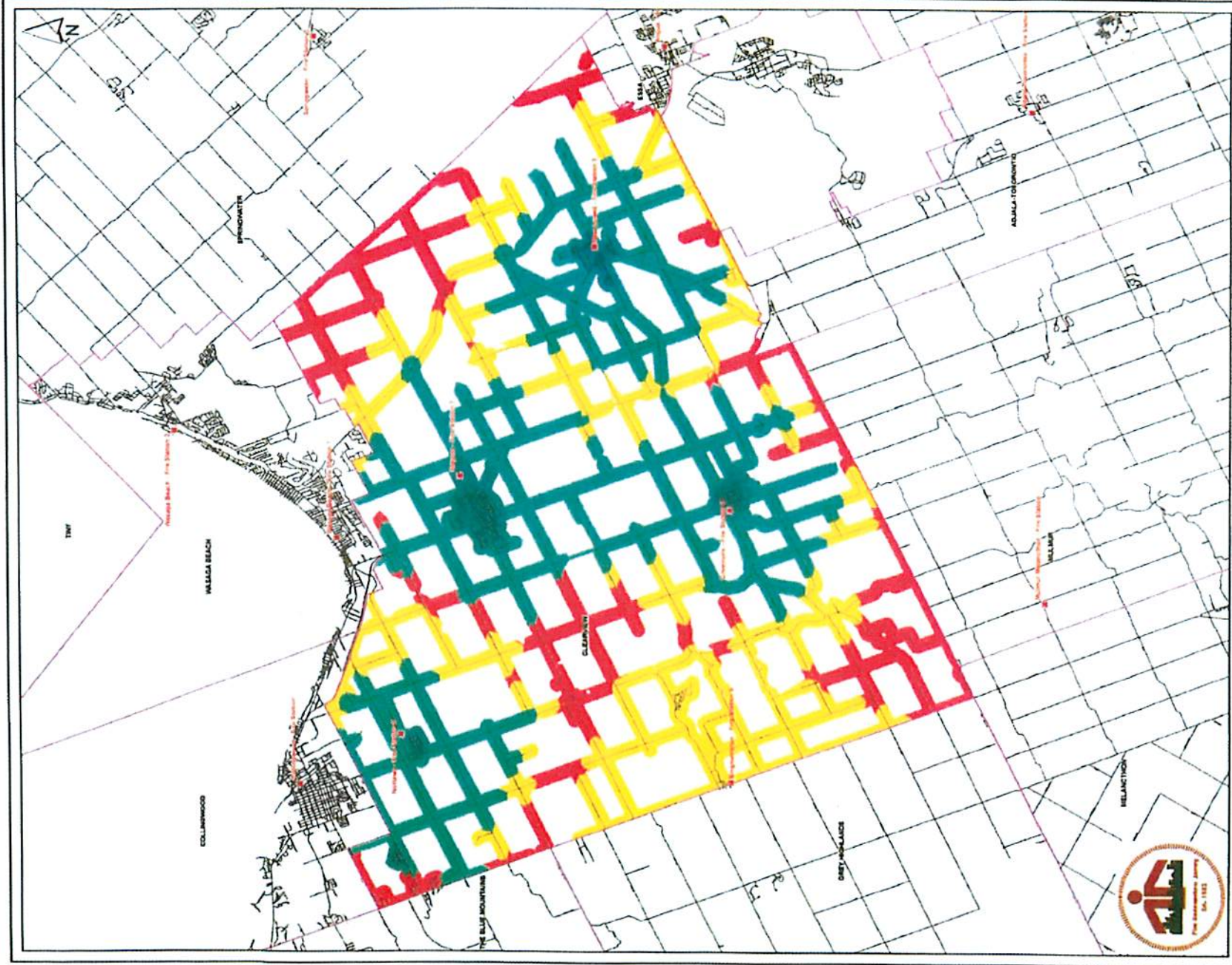
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RESOLUTION NO. 100-100-100-100-100-100

**TOWN OF COLLINGWOOD**  
**PASSED BY THE COUNCIL OF THE CORPORATION OF THE**  
**AUTHORIZED BY BY-LAW NO. 100-100-100-100-100-100**





**Township of Clearview**

Scale 1:1,000 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70 75 80 85 90 95 100

**Legend**

- Fire Hall
- Road
- Fire Protection Boundary
- 2B(S)
- 3B
- 5
- 3A

**Personal Lines Insurance - Dwelling Protection Grades**

These maps and figures are not intended to illustrate the exact response expense or the insurance grade coverage area but can be used to aid in determining the insurance grade that should be applied to the property in question. Fire Underwriters Survey does not warrant or make any representations with respect to the quality, completeness, accuracy or accuracy of anything contained in this map. The losses of the map for any purpose or results obtained using information contained in this map and is not responsible for any error, omission or inaccuracy contained in this map. It is noted that site should be used to confirm the data and accuracy of these maps. If differences are noted please contact Fire Underwriters Survey at 1-800-665-5851



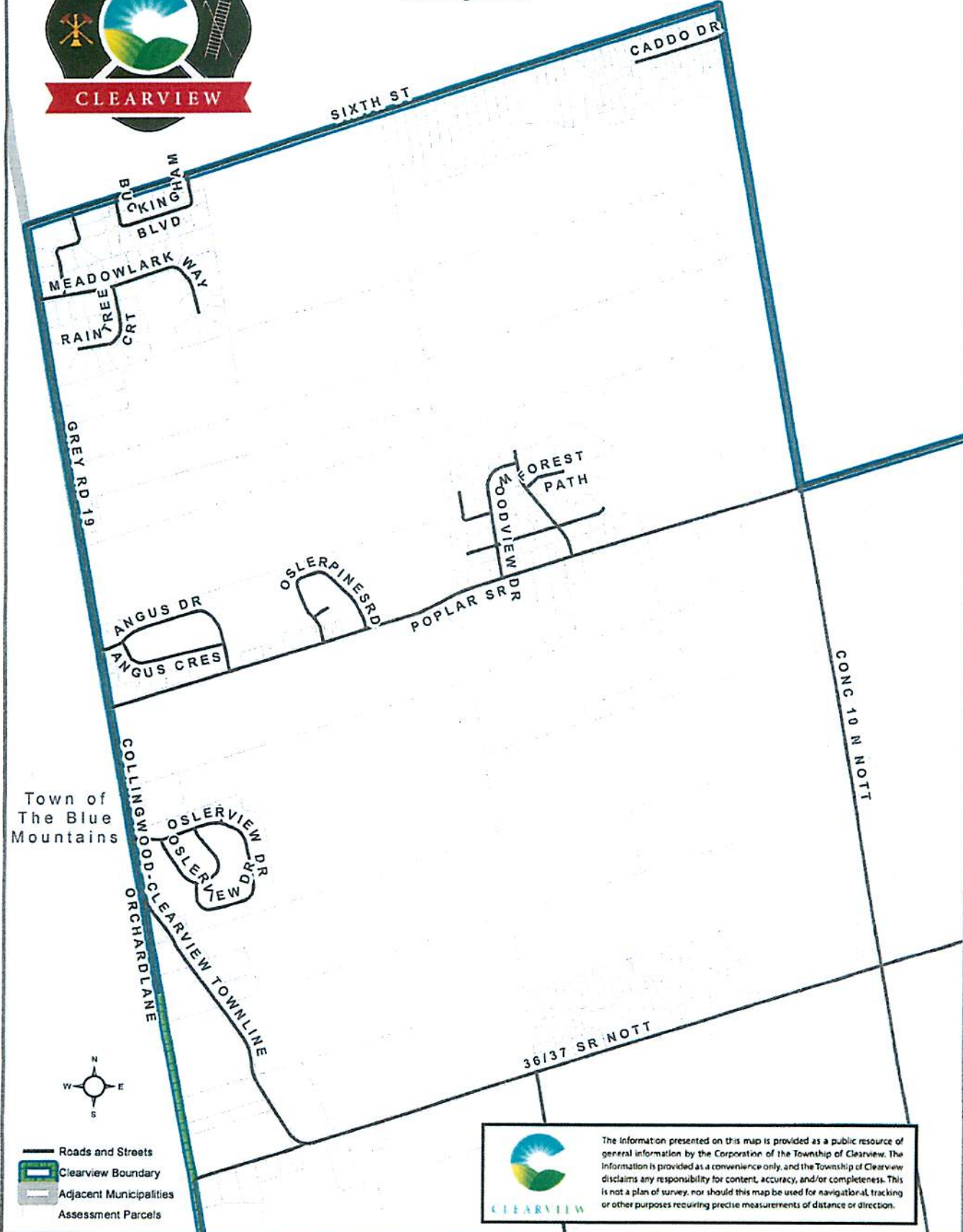
Date Drawn: 2014-02-07

Drawn By: LZ

- Preliminary
- Final
- Commercial
- Personal




Town of  
Collingwood



Town of  
The Blue  
Mountains



- Roads and Streets
- ▬ Clearview Boundary
- ▬ Adjacent Municipalities
- ▬ Assessment Parcels



The information presented on this map is provided as a public resource of general information by the Corporation of the Township of Clearview. The information is provided as a convenience only, and the Township of Clearview disclaims any responsibility for content, accuracy, and/or completeness. This is not a plan of survey, nor should this map be used for navigational, tracking or other purposes requiring precise measurements of distance or direction.

**BY-LAW No. 2015-060  
OF THE  
CORPORATION OF THE TOWN OF COLLINGWOOD**



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BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT FOR FIREFIGHTING SERVICES BETWEEN THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW AND THE CORPORATION OF THE TOWN OF COLLINGWOOD

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**WHEREAS** Section 20(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25, as amended, authorize a municipality to enter into an agreement to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

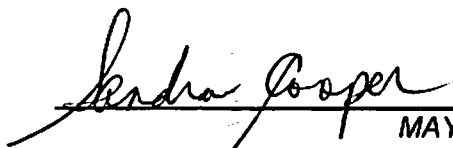
**AND WHEREAS** Section 2(6) of the *Fire protection and Prevention Act*, S.O. 1997, c. 4, authorizes a municipality to enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

**AND WHEREAS** it is deemed expedient to enter into an agreement with the Township of Clearview to provide emergency services within the Township of Clearview boundary upon the terms and conditions within the said agreement;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF COLLINGWOOD HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and Clerk be hereby authorized to execute an Automatic Aid Agreement between The Corporation of the Township of Clearview and The Corporation of the Town of Collingwood to provide fire and emergency services as described within the Agreement, attached hereto as Schedule "A" and forming part of this by-law.
2. **THAT** this By-law shall come into full force and effect on the date of final passage hereof.

**ENACTED AND PASSED** this 15<sup>th</sup> day of June, 2015.

  
MAYOR

  
DEPUTY CLERK