

**CORPORATION OF THE VILLAGE OF MERRICKVILLE - WOLFORD**

**BY-LAW NO. 07 - 17**

**BEING** a By-Law to authorize the execution of an agreement between the Corporation of the Village of Merrickville - Wolford hereinafter called "The Municipality" **AND** the City of Ottawa hereinafter called "the City" with respect to altering the Automatic Aid Agreement

**WHEREAS** section 9(3) of the New Municipal Act, 2001 does authorize that the council of a local municipality may pass by-laws as part of its general municipal powers

**AND WHEREAS** the Council of the Corporation of the Village of Merrickville - Wolford does deem it expedient to alter the agreement with the City with respect to removing the fee for service provision in the Automatic Aid Agreement with the City in favour of Compensation Responses from the Ottawa Fire Service.

**NOW THEREFOR** the Council of the Corporation of the Village of Merrickville - Wolford does enact as follows that:

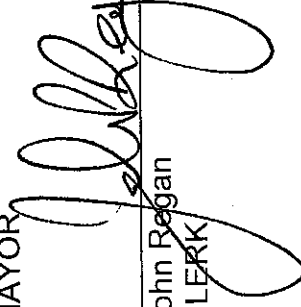
- 1) The Corporation of the Village of Merrickville - Wolford enter into an Agreement with the City of Ottawa, Fire Service, to alter the Automatic Aid Agreement by removing the fee for service provision in the Automatic Aid Agreement with the City in favour of Compensation Responses from the Ottawa Fire Service.
- 2) The Mayor and the Clerk and/or their designates are hereby authorized to sign and execute such Agreement, attached as Schedule 'A', and affix the Corporation Seal thereto.

**READ** a first and second time this 9<sup>th</sup> day of January, 2017.

**READ** a third and final time and passed this 9<sup>th</sup> day of January, 2017.



David Nash  
MAYOR



John Regan  
CLERK



**THIS MEMORANDUM OF UNDERSTANDING**

**THIS "ARRANGEMENT"**, made in triplicate as of this 30<sup>th</sup> day of November, 2016.

**Between**

The City of Ottawa  
("Ottawa")

**And**

Merrickville-Wolford Fire

*(where Ottawa and Merrickville are each a "Participant" and are together the "Participants" to this Arrangement)*

**BACKGROUND**

A) Ottawa and Merrickville-Wolford wish to establish a mechanism for cost tracking of the cost and expense associated with provision of certain protection services, as further defined in this Arrangement, whereby Ottawa will provide, from time to time, tactical fire protection services to Merrickville-Wolford in operational deployment, and Merrickville-Wolford will provide, from time to time, fire protection services to Ottawa.

B) The Participants wish to set out their respective roles and responsibilities with respect to this Arrangement in this Memorandum of Understanding.

**NOW THEREFORE THE PARTICIPANTS INTEND AS FOLLOWS:**

**1. DEFINITIONS:**

In this Arrangement,

- (a) "Designate" means the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire services, and who has the same powers and authority as the fire chief.
- (b) "Fire Area" means the fire area(s) of Ottawa as described in Schedule "A" attached hereto.
- (c) "Fire Chief" means the chief of the fire service.
- (d) "Fire Service" means Merrickville-Wolford Fire and the Ottawa Fire Services

(e) **"Fire Protection Services"** means and includes the following:

- (i) Structural and Vehicle Fires; and
- (ii) Motor Vehicle Collisions.

(f) **"Compensation Responses"**

- (i) High Angle Rescue;
- (ii) Confined Space;
- (iii) Trench Rescue; and
- (iv) Water Rescue (boat).

**2. PURPOSE AND SCOPE:**

2.1 Merrickville-Wolford supplies, except as otherwise limited or excluded, Fire Protection Services to Ottawa when requested in operational deployments in the fire area as described in Schedule "A", and Ottawa will supply, except as otherwise limited or excluded, Compensation Responses to Merrickville-Wolford.

2.2 The cost and expense incurred by Merrickville-Wolford for provision of Fire Protection Services at the request of Ottawa, and the cost and expense incurred by Ottawa for provision of Compensation Responses at the request of Merrickville-Wolford, will be tracked by Merrickville-Wolford and Ottawa, respectively, according to the fee schedule in Schedule "B", and reported by each Participant annually to the other Participant.

**3. FINANCIAL ARRANGEMENTS**

Where a Participant responds to a request for support from the other Participant, no fee will be charged for hourly wages, overtime, or any other cost or expense related to such request. Each Participant will pay its own cost and expense associated with any such request.

**4. RELATIONSHIP OF THE PARTIES**

Nothing in this Arrangement will be read or construed as conferring upon either Participant or its employees, agents or representatives, the status of employee, officer, servant or agent of the other Participant its Fire Service.

**5. TERM**

This Arrangement will commence on the date that the second Participant signs this Arrangement and will remain in effect until either participant chooses to terminate this Arrangement as outlined in Section 8 of this Arrangement.

**6. DEPARTMENTAL REPRESENTATIVES**

The following officials are designated as the departmental representatives for purposes of this Arrangement and any notices, demands or communications between the participants required under this Arrangement will be delivered as provided hereunder:

Gerry Pingitore Fire Chief Emergency and Protective Services Fire Services 1445 Carling Ave Ottawa, Ontario K1Z7L9 613-580-2860 TELEPHONE	David Nash Mayor Merrickville-Wolford 317 Brock St. W PO Box 340 Merrickville, ON K0G 1N0 613-269-4791 TELEPHONE
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**7. MONITORING**

The Participants may meet on an annual basis, or as required, to review and assess the operation and effectiveness of this Arrangement.

**8. TERMINATION**

Either Participant may terminate this Arrangement at any time during its term, by providing the other Participant with written notice. This notice is to be provided within fourteen (14) days of decision of termination by either Participant.

**9. COMMUNICATION**

All Radio! fire ground communication shall be conducted in English.

**10. AMENDMENT TO THE ARRANGEMENT**

This Arrangement may only be amended by the written consent of the Participants.

Signed by the authorized officers of the Participants:

**Per:**  
**Title: Mayor of Merrickville-Wolford**

**Per:**  
**Title: Fire Chief, City of Ottawa**

Schedule "A"

Fire Coverage Area

- Gilroy Road
- Donnelly Drive, from Gilroy Road to west of Weedmark Road
- Mill Pond Lane
- Dwyer Hill Road, from Donnelly Drive to south of Paden Road
- Burritts Avenue

**Schedule "B"**

**Compensation – Reciprocal Services**

**Merrickville – Wolford Fire**

Provided response to structural fires, vehicle fires, brush fires and motor vehicle collisions within the fire coverage area as defined in Schedule "A" of the City of Ottawa

**City of Ottawa**

Provide Technical Rescue (Trench, High Angle, Confined Space and Water Rescue – Boat) response to the Municipality of Merrickville-Wolford on a required basis.

