

Schedule "A"
By-Law #2019-036
Tillsonburg Automatic Aid Agreement

This Agreement made in duplicate this 18th day of April, 2019.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF TILLSONBURG

OF THE SECOND PART;

WHEREAS the Town of Tillsonburg is the owner of certain fire fighting equipment,

AND WHEREAS the Municipality of Bayham is desirous of the services of said fire fighting equipment and personnel of the Town of Tillsonburg to be used in Bayham upon such terms and conditions hereinafter set out.

NOW THEREFORE the parties hereto mutually agree as follows:

1. The Town of Tillsonburg Fire Services agrees to respond and assist at defined emergencies occurring in the area described below:

Tillsonburg shall be the first call out for the geographical area bounded on the west by all properties on the east side of Somers Road, from Best Line north to the south side of Pressey Road. Bounded on the north by all properties on the south side of Pressey Road. Bounded on the east by all properties on the west side of Bayham Drive from the south side of Pressey Road, southerly to Carson Line. Bounded on the south by all properties abutting Carson Line and Best Line.

2. The Tillsonburg Fire Service shall respond to emergencies in accordance with Schedule "A" to this Agreement.
3. The Municipality of Bayham shall not be liable or responsible to the employees of the Town of Tillsonburg in the event of injury, or to the Town of Tillsonburg for any damages resulting to the fire fighting equipment owned by the Town of Tillsonburg occasioned to the same while responding to, or attending at, or returning from a call within the said Municipality of Bayham.
4. It is further understood and agreed that in the event of a call coming from the Town of Tillsonburg at the same time that the fire fighting equipment and personnel, above mentioned is required by the Municipality of Bayham, then such fire fighting equipment and personnel shall be first used in Town of

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Tillsonburg or shall return to Tillsonburg if responding to, or attending at, an emergency in the Municipality of Bayham.

5. This agreement shall continue in force until altered, amended or rescinded by giving ninety (90) days notice in writing or such alteration, amendment or rescinding of this agreement by either party to the other hereto.
6. Both parties shall subject this agreement to an annual review.
7. The Municipality of Bayham agrees to replace materials used during emergency situations by the Tillsonburg Fire Service when they are engaged in an automatic aid response in the Municipality of Bayham. These materials include, but are not limited to, Class A & B Foams, extinguisher refills, and spill absorbents.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE AFFIXED THEIR CORPORATE SEALS ATTESTED BY THE HANDS OF THEIR PROPER OFFICERS THEREOF.

AUTHORIZATION

**THE CORPORATION OF THE TOWN OF
TILLSONBURG**

BY-LAW NO.

MAYOR

DATE

CLERK

DATE

AUTHORIZATION

**THE CORPORATION OF THE MUNICIPALITY OF
BAYHAM**

2019-036

BY-LAW NO.


MAYOR


DATE


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DATE

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"ATTACHMENT A"

The services requested by Bayham to be provided by Tillsonburg include the following:

1. A combination Pumper Tanker and 1 other emergency apparatus response to structure fires, each staffed by 4 fire fighting personnel, or a combination Pumper Tanker will respond with 8 personnel;
2. A Pumper and Rescue response to emergencies which involve rescue operations, each staffed by 4 fire fighting personnel, or a combination Pumper Rescue will respond with 8 personnel;
3. A single emergency apparatus staffed by 4 fire fighting personnel will respond to tiered medical response incidents in accordance with the agreement between the Elgin Middlesex EMS and the Municipality of Bayham.

The Bayham Fire Department will respond to each emergency outlined in 1, 2 & 3 above in addition to Tillsonburg within the area defined by this By-law. Tillsonburg will be returned in as timely fashion as is appropriate by the Incident Commander.

Tillsonburg will invoice Bayham a fee equal to the current MTO published rates at the time of the incident.

Tillsonburg will invoice Bayham quarterly for services provided under this agreement.