

THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

BY-LAW NUMBER 2009-05-021

BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A FIRE FIGHTING ASSISTANCE AGREEMENT BETWEEN THE TOWNSHIP OF LAURENTIAN VALLEY AND THE CITY OF PEMBROKE

WHEREAS the Council of the Corporation of the Township of Laurentian Valley desires to enter into a Fire Fighting Assistance Agreement with the City of Pembroke;

AND WHEREAS the two municipalities wish to enter into this agreement in consideration of fire safety and efficiency;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY ENACTS AS FOLLOWS:

1. THAT the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Fire Fighting Assistance Agreement between the City of Pembroke and the Township of Laurentian Valley, a copy of which is attached and marked as Schedule "A" to this by-law and to affix thereto the corporate seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS NINETEENTH DAY OF MAY, 2009.

READ A THIRD TIME AND PASSED THIS NINETEENTH DAY OF MAY, 2009.



Jack Wilson, Mayor



John Baird, Chief Administrative Officer/Clerk

SCHEDULE "A" TO BY-LAW 2009-05-21

THIS AGREEMENT FOR FIRE FIGHTING ASSISTANCE

made this 20th day of May, 2009.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF
LAURENTIAN VALLEY**

(hereinafter referred to as "Township")

OF THE FIRST PART

-AND-

THE CORPORATION OF THE CITY OF PEMBROKE

(hereinafter referred to as "City")

OF THE SECOND PART

WHEREAS

In consideration of fire safety and efficiency, the City of Pembroke and the Township of Laurentian Valley undertake to agree as follows:

- (1) The Pembroke Fire Department will respond with its 75 foot aerial ladder to requests for assistance from the Laurentian Valley Fire Department.
 - (i) The above agreement is subject to the availability of fire fighters and equipment. The Pembroke Fire Department will endeavour to respond to calls for assistance with such fire fighters and equipment as requested but the Agreement shall only require either party to provide assistance depending on the content and circumstances of emergencies that are occurring in its respective community.
- (2) The Laurentian Valley Fire Department will respond with its tanker truck to requests for assistance from the Pembroke Fire Department.
 - (i) The above agreement is subject to the availability of fire fighters and equipment. The Laurentian Valley Fire Department will endeavour to respond to calls for assistance with such fire fighters and equipment as requested but the Agreement shall only require either party to provide assistance depending on the content and circumstances of emergencies that are occurring in its respective community.
- (3) The City of Pembroke hereby grants permission to authorized Township of Laurentian Valley Fire Department personnel to access City of Pembroke fire hydrants and waterworks infrastructure during emergency incidents.
 - (i) It is mutually understood that verbal notice will be given by Laurentian Valley Fire Department personnel to the Pembroke Fire Department immediately upon accessing any fire hydrant or waterworks infrastructure within the boundary of the City of Pembroke.

- (ii) The Township of Laurentian Valley agrees that personnel accessing City of Pembroke hydrants shall at all times abide by any procedures or requirements associated with such access as directed by the City's Manager of Operations, or designate. The Township agrees that the City, at its sole discretion, may immediately withdraw permission granted to Township Fire Department personnel to access City owned fire hydrants or waterworks infrastructure for failure to abide by such procedures or requirements.
- (4) This Agreement shall take effect on the date duly signed and remain in effect until the termination of said Agreement. The Agreement may be terminated by either party at any time by written notice. The written notice of termination must be provided at least three months in advance of the requested date of termination.

IN WITNESS WHEREOF the parties set their hands the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

In the presence of

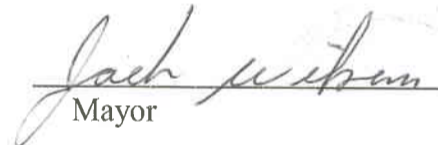
**THE CORPORATION OF THE TOWNSHIP
OF LAURENTIAN VALLEY**



Witness



Witness



Mayor



Chief Administrative Officer

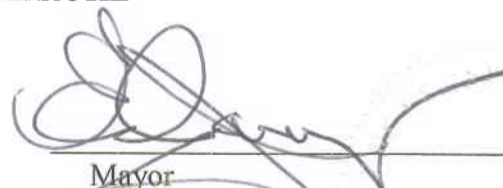
**THE CORPORATION OF THE
CITY OF PEMBROKE**



Witness



Witness



Mayor



Chief Administrative Officer