

**THE CORPORATION OF THE TOWN OF DEEP RIVER**

**By-law No. 59-2011**

**A by-law to authorize entering into a Fire Service Agreement  
for mutual aid firefighting assistance with the  
Atomic Energy of Canada Chalk River Laboratories Fire Department**

**WHEREAS** Section 11 (1) of the *Municipal Act*, S.O. 2001, Chapter 25, as amended, authorizes lower-tier municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Council of the Corporation of the Town of Deep River deems it advisable to enter into a Fire Service Agreement for mutual aid firefighting assistance with the Atomic Energy of Canada Chalk River Laboratories Fire Department;

**NOW THEREFORE BE IT RESOLVED THAT** the Council of the Corporation of the Town of Deep River enacts as follows:

1. That the Corporation of the Town of Deep River is hereby authorized to enter into a Fire Service Agreement for mutual aid firefighting assistance with the Atomic Energy of Canada Chalk River Laboratories Fire Department.
2. That the terms of the agreement referred to in Section 1 shall be substantially the same as the terms of the agreement attached to this by-law and marked as Schedule "A".
3. That the Mayor and the CAO/Clerk shall sign the agreement authorized under this by-law on behalf of the Corporation, and the CAO/Clerk and the Fire Chief are authorized to take such actions as may be necessary and appropriate to implement the agreement, or as may be required from time to time under the agreement.
4. This by-law comes into force upon passing of the Council of the Corporation of the Town of Deep River.

READ AND PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2011.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer/Clerk

SCHEDULE "A" TO BY-LAW 59-2011

FIRE SERVICE AGREEMENT FOR MUTUAL AID FIREFIGHTING ASSISTANCE,  
ATOMIC ENERGY OF CANADA CHALK RIVER LABORATORIES FIRE DEPARTMENT

This Memorandum of Agreement is made this 16<sup>th</sup> day of November 2011.

BETWEEN Atomic Energy of Canada Limited

OF THE FIRST PART

AND Corporation of the Town of Deep River

OF THE SECOND PART

WITNESS THAT WHEREAS

- A. Atomic Energy of Canada Chalk River Laboratories maintains a Fire Department for the protection of the Atomic Energy of Canada Chalk River Site;
- B. Corporation of the Town of Deep River maintains a fire department for its protection; and
- C. The parties wish to arrange for mutual aid assistance in fire and emergency situations.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the PARTIES HERETO AGREE each with the other as follows:

1. Subject to availability of firefighters and equipment and to the provisions of paragraph 2, each party will respond to a call for assistance with such firefighters and equipment as may be requested by the other party in a fire or emergency situation, but nothing contained in this agreement shall require either party to provide firefighting or emergency services where the firefighters of either party are involved in a labour strike or lock-out of any kind of nature whether such strike or lock-out is lawful or unlawful.
2. The senior fire officer of the party receiving a request for assistance shall have the sole discretion to determine what assistance can be given and what resources can be made available, and shall have the right to withdraw such assistance when and to the extent that, in judgment, circumstances and responsibilities require him/her to do so.

3. Any call for firefighting and emergency assistance purporting to be made by the senior fire officer of either party shall constitute a request for assistance pursuant to this agreement.
4. At the fire or emergency scene the assisting fire department shall remain under the direction of its senior fire officer at the fire or emergency scene who shall be placed at the disposal of the senior fire officer of the party requesting assistance.
5. For purposes of this agreement the period of assistance shall be deemed to commence 10 minutes before the arrival of the assisting fire department at the fire ground and to end 10 minutes after its departure therefrom, exclusive of any period during which its equipment may be immobilized at the fire or emergency scene by reason of accident or mechanical breakdown, or during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in fighting the fire or working the emergency.
6. Upon receipt of a detailed statement of account certified by the senior fire officer of the party rendering firefighting or emergency assistance in response to a request for assistance made under the terms of paragraph 3, the party receiving the assistance shall reimburse the assisting party for extinguishing agents used in its firefighting operations.
7. Neither party shall have nor assert any claim against the other party for loss, damage or injury to persons or property attributable to the performance of this agreement. Notwithstanding the foregoing, in the event that the equipment of a party rendering assistance in response to a request (the "responding party") becomes radioactively contaminated then the other party will indemnify and save harmless the responding party in respect of the cost of decontaminating, or where decontamination is impossible, replacing such contaminated equipment. Provided, however, that if such contamination was caused by or attributable to the errors or omissions of the responding party, or by the failure of the responding party to follow directions from the senior fire officer of the party requesting assistance at the scene, then the other party will not be obliged to indemnify or save harmless the responding party.
8. The party requesting the assistance shall indemnify and save harmless the party rendering the assistance from and against any and all claims or demands by a person not a party to this agreement that:
  - A. is based on an event that occurs during a period of assistance as defined in paragraph 5, and
  - B. is attributable to or in any way connected with performance by either party of its obligation under this agreement.

PROVIDED, HOWEVER, that the expression "claim or demand" shall not for the purpose of this clause include an assessment by Workplace Safety and Insurance Board of the province in which this agreement is being performed. Provided, further that if such claim or demand was caused by or attributable to the errors or omissions of the responding party, or by the failure of the responding party to follow directions from the senior fire officer of the party requesting assistance at the scene, then the other party will not be obliged to indemnify or save harmless the responding party.

In this agreement "senior fire officer" means... In the event of the absence or incapacity of the senior fire officer, the deputy or any other person discharging such duties or responsibilities on an interim or acting basis shall be deemed to be the senior fire officer.

9. This agreement shall remain in force from the date first above written until it is terminated, and it may be terminated at any time by either party giving the other a written notice naming therein a date at least three (3) months from the giving of such notice upon which this agreement is to terminate, and on the date so named this agreement shall be at an end, but without prejudice to any right of either party arising hereunder prior to termination.
10. The senior fire officer of the parties hereto shall be responsible for such mutual consultation and the adoption of such measures as they deem expedient in order to familiarize the firefighters of each party with the fire risk and the fire protection facilities available to meet them in the area for which the other party hereto is responsible.

#### Confidentiality

In performing the services, the responding party may obtain or observe information owned or controlled by AECL that is of a confidential and proprietary nature, including but not limited to trade secrets, know-how, inventions, techniques, processes, programs, documentation, data, technical reports, software, customer lists, financial information, and sales and marketing plans ("Confidential Information").

The responding party shall not use the Confidential Information except as required for providing the requested fire or emergency situation assistance, shall not disclose any Confidential Information to any third party without the prior written consent of AECL, and shall immediately return such information to AECL before departing the scene of provision of any such emergency assistance.

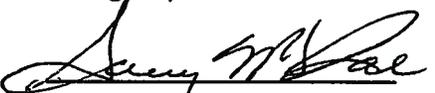
The responding party's obligations under this Article shall survive the expiry or termination of this Agreement. The responding party shall not, following the termination or expiration of this Agreement, without the prior written consent of AECL, use or disclose or permit any third party access to any of the Confidential Information.

The responding party shall be responsible for safeguarding AECL's proprietary documents, data and other materials in its possession in connection with responding to the request for assistance, including information against sabotage, espionage and theft.

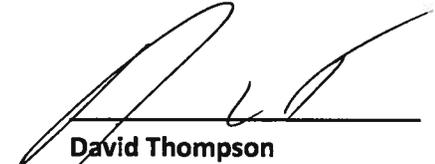
The responding party shall take all precautions necessary to protect against any unauthorized use or disclosure of the Confidential Information including, where appropriate, such precautions as the responding party takes in protecting its own proprietary or confidential Information, but in any event not less than commercially reasonable efforts.

IN WITNESS WHEREOF this agreement has been executed by the Atomic Energy of Canada, and by Corporation of the Town of Deep River their respective duly authorized signing authorities.

  
\_\_\_\_\_  
**Brian Mumford**  
Director  
Emergency & Protective Services

  
\_\_\_\_\_  
**Gary McRae**  
Fire Chief  
CRL Fire Operations

**ON BEHALF OF THE CORPORATION OF THE TOWN OF DEEP RIVER**

  
\_\_\_\_\_  
**David Thompson**  
Mayor

  
\_\_\_\_\_  
**Michelle Larose**  
CAO/Clerk