



Township of North Stormont

Agenda

Fire Committee

Thursday, October 21, 2021 6:30 PM

Council Chambers

Page

1. CALL TO ORDER

1.1 Topic: Fire Committee Meeting

. Time: Oct 21, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/81698371821?pwd=bXh0ZTQ0bTJPSVhOSkhHelBrcEhGZz09>

Meeting ID: 816 9837 1821

Passcode: 966391

One tap mobile

+16473744685,,81698371821#,,,,*966391# Canada

+16475580588,,81698371821#,,,,*966391# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

Meeting ID: 816 9837 1821

Passcode: 966391

Find your local number: <https://us06web.zoom.us/j/81698371821?pwd=bXh0ZTQ0bTJPSVhOSkhHelBrcEhGZz09>

1.2. Open

Be it resolved that this meeting open for business at 6:30 p.m.

2. AMENDEMENT TO THE AGENDA(ADDITION/DELETION)

3. ADOPTION OF AGENDA

3.1. Adopt

Be it resolved that the agenda be approved as presented.

4. DISCLOSURE OF PECUNARY INTEREST

4.1. [Pecuniary Interest Form](#)

4 - 5

5. DELEGATIONS

6. ADOPTION OF MINUTES OF PREVIOUS MEETING

- 6.1. Be it resolved that the following minutes be approved as presented: 6 - 8
Fire Committee Meeting - July 22, 2021
[Fire Committee Meeting - July 22, 2021](#)

7. RECEIVING OF REPORTS FROM THE APPOINTED MUNICIPAL OFFICIALS

- 7.1. a. Training - update NFPA 1001 second class.
b. Communication update.
c. Modernization funding
d. Avonmore pumper - update.
e. Station 2 - Chrysler Station RFQ
f. Upcoming budget 2022.
g. Tiered response agreement with SDG Paramedics.
Be it resolved that the Fire Committee discuss the following topics:
a. Training - update NFPA 1001 second class.
b. Communication update.
c. Modernization funding
d. Avonmore pumper - update.
e. Station 2 - Chrysler Station RFQ
f. Upcoming budget 2022.
g. Tiered response agreement with SDG Paramedics.

- 7.2. Be it resolved that the Fire Committee approves of putting forth the 9
Hiring of a Part-Time Administrative Assistant for the Fire Department (50%
Fire) + (50% by-law) during budget consideration.
[By-Law & Fire Admin Assistant](#)

- 7.3. Be it resolved that the Fire Committee approve that the draft 10 - 21
Memorandum of Understanding between the Township of North
Stormont and the Cornwall Police Services Board be brought to Council.
[2022-2027 Draft of new Fire MOU Between Township and Cornwall
Police Services Board](#)

- 7.4. Be it resolved that the Fire Committee approve the draft 2022 Fire 22
Committee Meeting Schedule.
[2022 Fire Committee Meeting Schedule](#)

8. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

9. NEW BUSINESS

10. MOTION AND NOTICE OF MOTION

11. SCHEDULING OF MEETINGS

- 11.1. January 20, 2022 - Fire Committee Meeting - 6:30 p.m.
April 21, 2022 - Fire Committee Meeting - 6:30 p.m.

12. COMING EVENTS

13. ADJOURNMENT

- 13.1. Close

Be it resolved that this regular meeting adjourns at _____ p.m.



CANTON DE STORMONT NORD
TOWNSHIP OF NORTH STORMONT

DÉCLARATION D'INTÉRÊT – Loi sur les conflits d'intérêt municipaux
DECLARATION OF INTEREST –Municipal Conflict of Interest Act

Date _____

Nº de l'article et sujet / *Item No and Title:* _____

Je / I, _____ membre du conseil du Canton de Stormont
Nord/Township of North Stormont Council Member:

déclare avoir un intérêt pécuniaire potentiel (réputé ☐ / direct ☐ / indirect ☐
concernant le sujet ci-haut mentionné de l'ordre du jour du Conseil / Comité pour les
raisons suivantes : _____

*declare a potential (deemed ☐ / direct ☐ / indirect ☐) pecuniary interest on Council /
Committee Agenda for the following reason: _____*

Signature

- Pour un « intérêt pécuniaire indirect » voir l'article 2 de la Loi sur les conflits d'intérêt municipaux.
- For an "indirect pecuniary interest" see Section 2 of the Municipal Conflict of Interest Act.
- Pour un « intérêt pécuniaire réputé » direct ou indirect voir l'article 3 de la Loi sur les conflits d'intérêt municipaux.
- For a "deemed" direct or indirect pecuniary interest see Section 3 of the Municipal Conflict of Interest Act.

Intérêt pécuniaire indirect

2 Pour l'application de la présente loi, le membre a un intérêt pécuniaire indirect dans une affaire du ressort du conseil ou du conseil local, dans les cas suivants :

- a) le membre, directement ou par personne interposée :
- (i) est actionnaire, administrateur ou dirigeant d'une personne morale dont les valeurs mobilières ne sont pas offertes au public,
 - (ii) détient des intérêts majoritaires dans une personne morale dont les valeurs mobilières sont offertes au public, ou en est administrateur ou dirigeant,
 - (iii) est membre d'un organisme, qui a un intérêt pécuniaire dans l'affaire;
- b) il est l'associé d'une personne ou l'employé d'une personne ou d'un organisme qui a un intérêt pécuniaire dans l'affaire. L.R.O. 1990, chap. M.50, art. 2.

Intérêt de certaines personnes réputé celui du membre

3 Pour l'application de la présente loi, l'intérêt pécuniaire, direct ou indirect, du père ou de la mère, du conjoint ou d'un enfant d'un membre, est réputé, si le membre en est au courant, un intérêt pécuniaire de celui-ci L.R.O. 1990, chap. M.50, art. 3; 1999, chap. 6, par. 41 (2); 2005, chap. 5, par. 45 (3).

Indirect pecuniary interest

2 For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if,

- (a) the member or his or her nominee,
- (i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,
 - (ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or
 - (iii) is a member of a body, that has a pecuniary interest in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2.

Interest of certain persons deemed that of member

3 For the purposes of this Act, the pecuniary interest, direct or indirect, of a parent or the spouse or any child of the member shall, if known to the member, be deemed to be also the pecuniary interest of the member. R.S.O. 1990, c. M.50, s. 3; 1999, c. 6, s. 41 (2); 2005, c. 5, s. 45 (3).



MINUTES
Fire Committee
Thursday, July 22, 2021 Council Chambers 6:30 PM

COUNCIL PRESENT: Mayor Jim Wert
Deputy Mayor Frank Landry

COUNCIL ABSENT:

STAFF PRESENT: Fire Chief Nancy Ann Gauthier
CAO/Clerk Craig Calder
Deputy Chief Steve Tait
Deputy Chief Kevin Lapp
Deputy Chief Kerry Adams
Deputy Chief Nick Forgues

MEDIA PRESENT:

1. CALL TO ORDER

Topic: Fire Committee Meeting

Time: Jul 22, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96922167153?pwd=bzdiTk1kTC9scGJCZHN1Z2ZMSjISQT09>

Meeting ID: 969 2216 7153

Passcode: 871844

One tap mobile

+16473744685,,96922167153#,,, *871844# Canada

+16475580588,,96922167153#,,, *871844# Canada

Dial by your location

+1 778 907 2071 Canada

+1 204 272 7920 Canada

+1 438 809 7799 Canada

Meeting ID: 969 2216 7153

Passcode: 871844

Find your local number: <https://zoom.us/u/actijX4Acu>

Open

RES-Fire7-2021 Moved by Deputy Chief Forgues, Seconded by Deputy Chief Adams

Be it resolved that this meeting open for business at 6:30 p.m.
CARRIED.

2. AMENDEMENT TO THE AGENDA(ADDITION/DELETION)

3. ADOPTION OF AGENDA

Adopt

RES-Fire8-2021 Moved by Deputy Mayor Landry, Seconded by Fire Chief Gauthier

Be it resolved that the agenda be approved as presented.
CARRIED.

4. DISCLOSURE OF PECUNIARY INTEREST

5. DELEGATIONS

6. ADOPTION OF MINUTES OF PREVIOUS MEETING

RES-Fire9-2021 Moved By Deputy Chief Forgues, Seconded by Deputy Mayor Landry

Be it resolved that the following minutes be approved as presented:
Fire Committee Meeting - January 22, 2021
CARRIED.

7. RECEIVING OF REPORTS FROM THE APPOINTED MUNICIPAL OFFICIALS

RES-Fire10-2021 Moved by Deputy Chief Forgues, Seconded by Deputy Chief Adams

Be it resolved that the Fire Committee approves the job descriptions for the following positions:

- 1. Captain*
- 2. Deputy Chief*
- 3. Firefighter*

CARRIED.

a. Training - NFPA 1001-1 - Update

b. Communication update

c. Station 2 – Crysler Station Update

d. New hires – Probationary Firefighters.

RES-Fire11-2021 *Moved by Deputy Chief Forgues, Seconded by Deputy Mayor Landry
Be it resolved that the Fire Committee discuss the following topics:*

- a. Training - NFPA 1001-1 - Update*
 - b. Communication update*
 - c. Station 2 – Crysler Station Update*
 - d. New hires – Probationary Firefighters.*
- CARRIED.**

8. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS

9. NEW BUSINESS

10. MOTION AND NOTICE OF MOTION

11. SCHEDULING OF MEETINGS

October 21, 2021 - Fire Committee Meeting - 6:30 p.m.

12. COMING EVENTS

13. ADJOURNMENT

Close

RES-Fire12-2021 *Moved by Deputy Chief Forgues, Seconded by Deputy Chief Adams*

*Be it resolved that this regular Fire Committee meeting on July 22nd,
2021 adjourns at 6:51 p.m.*

CARRIED.

Craig Calder, CAO/Clerk

Jim Wert, Mayor



TOWNSHIP OF NORTH STORMONT
Job Description

Position Title: **Administrative Assistant**
Reports to: **Municipal Law Enforcement Officer and Fire Chief**

POSITION SUMMARY:

The Administrative Assistant to By-Law Office and Fire Chief's Office, provides administrative support including customer service, maintenance of records and documentation for the Enforcement section and the Fire Chief's Office.

RESPONSIBILITIES:

1. Provision of administrative support duties and tasks as assigned by the both The MLEO Officer and the Fire Chief including correspondence.
2. Provision of customer service via telephone, email or in person for the purposes of scheduling and coordinating appointments, inspections, meetings and follow up as required.
3. Assistance with department inquiries, invoicing, payments, complaints, etc.
4. cursory review of fire permits and applications and supporting documentation in accordance with the by-law.
5. Assistance with reports, compliance documents for both by-law and fire department.
6. Data input in Foreaction (complaint system) for By-Law office and ICO for the fire department.
7. Maintain well organized and accurate records such as Complaints, orders, information letters, by-laws updates, filing of fines and for fire department complaints, compliance documents, regular inspection, and fire permits.
8. Assist in maintaining asset management, and purchases for both department
9. Assistance with the monthly and budget preparation including monthly Council reports, as required.
10. Other duties as assigned.

QUALIFICATIONS:

- Post-secondary education: public or business administration will be an asset.
- Demonstrated knowledge and skills regarding software programs and record management systems.
- Strong organizational skills, public relations, and communications.
- Effective writing skills: ability to communicate in French is considered an asset.

WORKING CONDITIONS:

Work is performed in an office environment that demands attention to detail and continuous deadlines, therefore the incumbent must have the ability to balance priorities to ensure effective departmental requirements.

V.1 10/21

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

BY-LAW No.

BEING a by-law to enter into a Memorandum of Agreement with the Cornwall Police Services Board for Communication Services (professional dispatch).

WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

AND WHEREAS the *Municipal Act, 2001*, c. 25 S. 5 (3) provides that the powers of every council are to be exercised by by-law;

AND WHEREAS the Township of North Stormont is desirous of entering into a Memorandum of Agreement with the Cornwall Police Services Board for Communication Services (professional dispatch);

NOW THEREFORE Council of the Corporation of the Township of North Stormont enacts as follows:

1. That the Township of North Stormont enter into a Memorandum of Agreement with the Cornwall Police Services Board.
2. The Mayor and the Director of Corporate Services/Clerk of the municipality are hereby authorized and directed on behalf of the Township of North Stormont to execute the Memorandum of Agreement attached hereto as Schedule "A" and forming part of this by-law.
3. Any other by-laws inconsistent with this by-law are hereby repealed.

READ AND PASSED in open Council, signed and sealed _____ 2021

Jim Wert, Mayor

Craig Calder, CAO/Clerk

SEAL

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made effective this ("The **Effective Date**")

BETWEEN:

CORNWALL POLICE SERVICES BOARD

(The "**Board**")

-and-

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

(The "**Municipality**")

WHEREAS the Board presently operates a twenty-four hour communications and dispatch center for the purpose of providing service to emergency agencies.

AND WHEREAS the Board and the Municipality desire to enter into an Agreement whereby the Municipality's fire service (hereinafter referred to as the "Fire Service") would be serviced by the Board's dispatch center for answering and dispatching of the Fire Service for emergency purposes.

NOW THEREFORE THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.0 DEFINITIONS

- 1.1 "Cornwall Police Services Board"** means the Police Services Board as established under the authority of the ***Police Services Act***, R.S.O. 1990 for the City of Cornwall;
- 1.2 "Chief of Police" (Cornwall Police Service)** means the Chief of Police of the Cornwall Police Services appointed pursuant to section 31(1)(d) of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended. The Chief of Police is responsible for administering and overseeing the operation of the Cornwall Police Service pursuant to Section 41 of the ***Police Services Act***, R.S.O. 1990 c. P-15 as amended.

1.3 "City" means either the geographical area of the municipality of Cornwall or the municipal corporation of Cornwall, as the context herein requires.

1.4 "Communication Services" means and includes the following:

- a) Receipt of all calls through 911 or other telecommunications means from the Municipality;
- b) Dispatch of required personnel, apparatus and equipment of the Municipalities' Fire Service;
- c) Radio communications, during emergency responses, with responding apparatus and crews from the Municipality.

1.5 "Fire Service" means the Fire Service of the Township of North Stormont.

2.0 BACKGROUND

2.1 The Board presently operates a 24 hour-a-day, seven days a week, 365 days of the year communications and dispatch center for the purpose of providing service to emergency agencies (the "Communications Centre").

2.2 The Communications Centre is supervised by the Communication Supervisor who is supported by highly-trained full-time and part-time civilian communicators/dispatchers

2.3 The primary function of Communications Centre communicators is to answer emergency calls for service received from the public, and maintain two way communications with police officers who are on patrol and/or fire units responding to emergency calls using data and voice transmissions. The Communications Centre also receives and processes non-emergency calls for service.

3.0 RESPONSIBILITIES OF THE CORNWALL POLICE SERVICES BOARD

3.1 All calls received by the Board's Dispatch Centre through 911 or other telecommunications means will be promptly acknowledged and dispatched.

3.2 The Board will page/dispatch the Fire Service at a level of service equal to or exceeding the standards of dispatch services, as agreed.

3.3 The Board's dispatchers shall follow the protocols provided by the Fire Service when paging firefighters for emergencies and for training activities.

3.4 The Board and the Fire Service will cooperatively develop and

implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.

- 3.5** The Board will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 3.6** The Board's dispatcher/communicator will, in the event of a failure to successfully dispatch firefighters to a reported emergency, initiate the contingency plan.
- 3.7** Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

4.0 RESPONSIBILITIES OF THE TOWNSHIP OF NORTH STORMONT

- 4.1** The Board and the Fire Service will cooperatively develop and implement contingency plans for utilization in the event dispatch is unsuccessful after two attempts.
- 4.2** The Fire Service will be responsible to install and maintain the necessary equipment as required in their contingency plan.
- 4.3** The Fire Service will provide the Board with current information regarding the Fire Service's office phone number, fax number, e-mail address, and any emergency contact numbers required for staff required in activation of all contingency plans, registered Radio Call Sign and current S.D. &G. County generated 911 maps.

5.0 SYSTEM AND EQUIPMENT

- 5.1** Equipment related to the system and presently owned or hereafter acquired by the Board or Fire Service and installed in its buildings or vehicles or carried by its staff shall be properly maintained and kept in good working order at the expense of the party owning the equipment.
- 5.2** Any defect or condition that may cause a failure in this system shall be reported to the Chief of Police and/or designated alternate of the Cornwall Police Service immediately.

6.0 EXPENSES

- 6.1** The Township of North Stormont agrees to pay for the cost of any telephone lines required, long distance calls made on behalf of the Fire Service, costs incurred to the Board to provide any updated mapping

within the service area of the Fire Service during the term of this Agreement, including travel and wages and any changes made to the coverage area whereby Bell Canada 911 or other agency Geographic Information Services invoice the Board relative to emergency dispatch services. Such costs will become due and payable upon receipt of an invoice. The Municipality shall be notified in advance of any such cost being incurred.

- 6.2** Any additional applications and features acquired and maintained by the Township of North Stormont such as "Who's Responding" shall be at their cost.
- 6.3** The annual cost to the Township of North Stormont for the dispatch service is as set out in Schedule "A" hereto attached. The fee for any part of a calendar year will be pro-rated on a monthly basis.
- 6.4** The Board agrees to provide the service covered by this Agreement for the stated fees until December 31st, 2026. The parties agree to review the terms of the Agreement and negotiate any revisions, additions or deletions in the terms of the Agreement deemed appropriate by either party before June 30th, 2025.
- 6.5** Billing for this service will be provided by the Cornwall Police Service quarterly of each year, on March 31st, June 30th, September 30th, and December 31st, and payable upon receipt of invoice by the Township of North Stormont.

7.0 DUE DILIGENCE

- 7.1** The Board will, during the term of this Agreement, exercise due diligence in providing the agreed upon level of service and operation of the service.

8.0 TRAINING

- 8.1** The Board will ensure each communicator/dispatcher receives training that reflects the unique nature of fire service communications.
- 8.2** While a number of agencies provide training for dispatchers, fire service dispatchers/communicators will also be trained to the standard of **NFPA 1061 Standard for Professional Qualifications for Public Safety Telecommunications Personnel**, and more specifically:
 - Support the incident management system used by the Fire Service;
 - Support the accountability and entry control systems used by the

Fire Service;

- Support the functions of the safety officer at an emergency incident; and
- Support personnel working in a potentially violent situation.

9.0 TERMINATION

9.1 If either party to this Agreement wishes to terminate the Agreement they shall give a minimum of six (6) months' notice prior to current calendar year end in writing of their intention to do so.

9.2 Termination shall become effective on the date specified in the notice and may only be extended on mutual consent of the parties and in monthly increments. Both parties to the Agreement are bound by the terms of this Agreement until date of termination.

9.3 In the event of termination of this Agreement by either party, the Board shall retain all equipment purchased by it to perform services under the terms of this Agreement and the Municipality shall have no claim or entitlement to reimbursement for any part thereof. Capital equipment paid for by the Township of North Stormont shall be the property of the Township of North Stormont.

9.4 Copies of all records including voice records pertaining to the business of the Township of North Stormont and its Fire Service including but not limited to emergency response and training shall be provided to the Township of North Stormont upon termination of this Agreement. With written Agreement from the Township of North Stormont, the original records maintained on file by the Board shall be deemed to satisfy provision of copies.

10.0 INSURANCE

10.1 Each party shall maintain for the duration of the Agreement, the following insurance:

Municipal Liability Insurance issued on an occurrence basis for an amount of not less than \$10,000,000 per occurrence / \$10,000,000 annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and

severability of interest clause.

- 10.2** The Cornwall Police Board shall add the Township of North Stormont as an Additional Insured with respect to the operations of the Cornwall Police Board. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township of North Stormont.
- 10.3** The Township of North Stormont shall add the Cornwall Police Board as an Additional Insured with respect to the operations of the Township of North Stormont. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Cornwall Police Board
- 10.4** Cornwall Police Board shall carry Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$10,000,000 inclusive for each and every loss.
- 10.5** The policies shown above shall not be cancelled unless the Insurer notifies the Municipality/ Cornwall Police Board in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipality/ Cornwall Police Board.
- 10.6** Each party shall provide the other party with a certificate of insurance evidencing the above noted coverage prior to execution of service.

11.0 INDEMNIFICATION

- 11.1** The Township of North Stormont shall indemnify and hold the Cornwall Police Board harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the Municipality, their officers, employees or other persons for whom the Municipality is legally responsible arising out of this Agreement.
- 11.2** The Cornwall Police Board shall indemnify and hold the Township of North Stormont harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Cornwall Police Board, their officers, employees or other persons for whom the Police Board is legally responsible arising out of this Agreement.

12.0 AMENDMENTS, ALTERATIONS AND ADDITIONS

- 12.1** Neither party may assign this Agreement without the express written consent of the other.

13.0 DISPUTE RESOLUTION

- 13.1** In the event of any dispute, claim, question or difference arising out of or relating to the Agreement or the breach of it (a "Dispute"), the parties shall use their best endeavours to settle such Disputes. To this end, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such a solution within a period of thirty (30) days of the issuance of a notice of a Dispute by either party, either party may refer the matter to arbitration by giving notice to the other party of its intent to do so, in which case the parties hereby agree that the Dispute shall be resolved by binding arbitration pursuant to the *Arbitration Act, 1991* (Ontario), as amended from time to time.
- 13.2** After one party has given notice of its intent to refer the matter to arbitration, the parties shall appoint a mutually acceptable arbitrator. If the parties are unable to agree within thirty (30) days of notice being given of one party's intent to refer the matter to arbitration, either party may bring an application or a motion, as the case may be, to a judge of the Ontario Superior Court of Justice to appoint a single arbitrator who shall be the arbitration tribunal. The arbitrator shall be qualified by education and training to pass upon the particular matter to be decided.
- 13.3** An arbitration pursuant to this Article 13 will take place in Ottawa, Ontario, or such other place as the parties may mutually agree.
- 13.4** A decision from the arbitration tribunal pursuant to the Article 13 shall be given in writing, shall be final and binding on the parties, shall not be subject to any appeal, and shall deal with the question of costs of arbitration and all matters related to it. Judgement upon the award rendered may be entered into any court having jurisdiction or application may be made to any such court for judicial recognition of the award or an order of enforcement of it, as the case may be.
- 13.5** Notwithstanding anything to the contrary contained herein, and even if a Dispute arises between the parties, in no event nor for any reason shall the Board interrupt the provision of the services the Municipality contemplated herein to unless:
- a) Authority to do so is granted by the Municipality or conferred by a

- court of competent jurisdiction; or
- b) This Agreement has been terminated or has expired pursuant to Article 9.

14.0 ENTIRE AGREEMENT

- 14.1** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, understandings and Agreements, whether verbal or written.
- 14.2** This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

15.0 GENERAL CLAUSES

- 15.1** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Ontario.
- 15.2** Any notice or other communication, with the exception of invoices required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such notice shall have been mailed postage prepaid, or 24 hours after such notice shall have been delivered by hand or by facsimile transmission. Any notice shall be addressed or delivered as follows:

In the case of the Board to:

Cornwall Police Services Board
Attention: Chief of Police
340 Pitt Street, Second Floor
P.O. Box 875
Cornwall, ON K6H 5T7
Fax (613)932-9317

And in the case of the Municipality, to:

Corporation of the Township of North Stormont
Attention: Director of Finance
15 Union Street,
Berwick, ON
K0C1G0

15.3 If any of the provisions contained in this Memorandum of Agreement are determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the parties hereto agree that the invalid, illegal, or unenforceable provision(s) shall be severable and that the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, to the extent possible.

15.4 This Agreement may be executed in separate counterparts and together such counterparts shall form the original copy of the Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, this Memorandum of Agreement has been signed on behalf of the Cornwall Police Services Board and the Corporation of the Township of North Stormont, by the duly authorized officers of both agencies.

Dated at _____, **2021.**

Cornwall Police Services Board

Corporation of the Township of
North Stormont

Chair, Cornwall Police Services
Board

Mayor, Township of North Stormont

Chief of Police, Cornwall
Police Service

Director of Corporate Services/Clerk,
Township of North Stormont

CORNWALL POLICE SERVICES BOARD, and
THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

SCHEDULE "A" to the
MEMORANDUM OF AGREEMENT

Payment for Communications Services (Fire Dispatch) will be remitted to the Cornwall Police Service under the following schedule and in accordance with Article 6 herein:

2022 - \$ 51,450

2023 - \$ 52,480

2024 - \$ 53,530

2025 - \$ 54,600

2026 - \$ 55,690



North Stormont Department of Fire & Emergency Services

Fire Committee Meeting 2022 – 6:30pm start

January 20th, 2022 Berwick – Council Chambers

April 21st, 2022 Berwick – Council Chambers

July 21st, 2022 Berwick – Council Chambers

October 20th, 2022 Berwick – Council Chamber