

TOWNSHIP OF SANDWICH SOUTH

BYLAW NO. 1513

A Bylaw authorizing the execution of an agreement between Her Majesty the Queen, represented herein by the Minister of Transport for Canada, and the Corporation of the Township of Sandwich South, the Corporation of the City of Windsor, the Corporation of the Township of Sandwich East, the Corporation of the Township of Sandwich West, the Corporation of the Township of Maidstone, the Corporation of the Town of Tecumseh, the Corporation of the Town of Riverside and the Corporation of the Town of Essex.

WHEREAS it is deemed expedient to execute the attached agreement between the Corporation of the Township of Sandwich South and Her Majesty, the Queen, herein represented by the Minister of Transport.

THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SANDWICH SOUTH ENACTS AS FOLLOWS:-

1. That the Reeve and Clerk be and they are hereby authorized to execute the agreement between Her Majesty the Queen, hereinafter represented by the Minister of Transport and the Corporation of the Township of Sandwich South, the Corporation of the City of Windsor, the Corporation of the Township of Sandwich East, the Corporation of the Township of Sandwich West, the Corporation of the Township of Maidstone, the Corporation of the Town of Tecumseh, the Corporation of the Town of Riverside and the Corporation of the Town of Essex, dated the 14th day of April, 1965, hereto annexed, and to affix thereto the seal of the Corporation.
2. This Bylaw shall come into force and take effect upon the final passing thereof.

FINALLY PASSED this 19th day of April, A.D. 1965.

1st reading - *apr 19-1965*
2nd reading - *apr. 19-1965*
3rd reading - *apr 19-1965*

Ed. A. ...
Reeve

Bert R. Bedford

I Bert R. Bedford do hereby certify that this is a true copy of Bylaw # 1513

Bert R. Bedford
Bert R. Bedford,
Clerk-Treasurer.

THIS AGREEMENT made this 26th day of August

✓ ✓
26.26.
MARCH, A. D. 1965

BETWEEN :

HER MAJESTY THE QUEEN,
(hereinafter called "Her Majesty"),
represented herein by the Minister of
Transport for Canada, (hereinafter called
"the Minister"),

OF THE FIRST PART:

- and -

THE CORPORATION OF THE CITY OF WINDSOR,
THE CORPORATION OF THE TOWNSHIP OF SANDWICH EAST,
THE CORPORATION OF THE TOWNSHIP OF SANDWICH SOUTH,
THE CORPORATION OF THE TOWNSHIP OF SANDWICH WEST,
THE CORPORATION OF THE TOWNSHIP OF MAIDSTONE,
THE CORPORATION OF THE TOWN OF TECUMSEH,
THE CORPORATION OF THE TOWN OF RIVERSIDE,
THE CORPORATION OF THE TOWN OF ESSEX,
(hereinafter called "the Corporations"),

OF THE SECOND PART.

WHEREAS in order to provide for adequate fire and aircraft crash protection at Windsor Airport (hereinafter referred to as "the said airport"), and within the limits of the Corporations, the parties hereto have agreed to enter into a Mutual Aid Agreement, upon the terms and conditions hereinafter set out and contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto hereby mutually covenant and agree as follows:

1. That in the event of a large petroleum fire within the limits of the Corporations adjoining the said Airport, it is agreed, that upon request of the Essex County Fire Co-Ordinator (hereinafter referred to as "the said Fire Co-Ordinator") the services of the Department of Transport Crash Tender with crew will be made available for assistance at such a fire; provided however, that in no case shall the Crash Tender and crew be made available if such availability should interfere with the operational requirements of the said airport, as determined by the Airport Manager.

2. That the Minister will arrange through the Department of Transport for demonstrating to the fire fighters of the said Corporations,

26.26.

the use and application of foam in extinguishing petroleum fires and for training the fire fighters of the Corporations in the combined use of the fire-fighting equipment of the Corporations manned by personnel of the said Corporations, with airport crash vehicles; it being expressly understood that such training program shall be carried on within the limits of funds and materials allotted by the Department of Transport for that purpose.

3. That the Department of Transport will provide and maintain at each of the following locations, fifty (50) gallons of foam compound to be used for the purpose of extinguishing aircraft crash fires:

La Salle Fire Station, Sandwich West Township;
Riverside Fire Department, Riverside, Ontario;
Tecumseh Fire Department, Tecumseh, Ontario; and
Essex Fire Department, Essex, Ontario.

4. That the Corporations shall replace all foam compound used by the Corporations for purposes other than for aircraft fires; it being expressly understood and agreed that any extinguishants used from the said Crash Tender in providing assistance to any of the Corporations, will be replaced by the respective Corporations.

5. That in cases of aircraft crashes where or when the operational requirements at the said airport will not allow the Airport Manager to dispatch the said Crash Tender, the Department of Transport will dispatch forthwith foam, an eductor and heat resistant helmets to the scene of the fire by the Airport Emergency Service.

6. That a pumper and foam eductor will be supplied to the said airport by the Fire Department of the City of Windsor while the said Crash Tender is being used by the respective Corporations.

7. That should a structural fire occur at the said airport, Fire Department of the City of Windsor will, upon request of the Airport Manager, dispatch one pumper, one City-Service Ladder truck, one Chief Officer and a crew of seven (7) firemen and will make available further assistance if necessary; extinguishing of such structural fires shall be carried out under the direction of the Fire Chief of the City of Windsor.

W. H.

8. That should emergencies or crashes of aircraft occur at the said airport, the Fire Department of the City of Windsor will, upon request of the Airport Manager, dispatch to the said airport one pumper having a minimum tank capacity of two hundred and fifty (250) gallons and equipped with a foam educator, one City-Service Ladder truck, one hose and chemical wagon, one salvage truck with a total crew of twelve (12) firemen; such work in connection with aircraft emergencies or crashes shall be carried out under the direction of the Airport Fire Chief at the said airport.

9. That should aircraft crash fires occur within the Municipalities adjacent to the said airport or within the municipal limits of the said Corporations, the Fire Department of the City of Windsor will dispatch to the scene of the crashes such firemen and equipment as may be deemed necessary by the Fire Chief for the City of Windsor to extinguish such fires; it being understood and agreed that such work of extinguishing of fires shall be carried out under direction of the Fire Chief, until the arrival of an officer of the Airport Emergency Service, and thereupon the officer of the Airport Emergency Service will direct the work of extinguishing of fires.

10. It is understood and agreed that the obligations imposed on the Fire Department of the City of Windsor in Sections 6, 7, 8 and 9 hereof shall not be binding upon the said Fire Department in the event the fire-fighting equipment and manpower referred to therein are required, in the discretion of the Fire Chief, to provide fire protection within the limits of the City of Windsor.

11. That should the Fire Department of the City of Windsor, in the opinion of its Fire Chief, be unable to comply with the provisions of Sections 6, 7, 8 and 9 hereof as a result of providing fire protection within the City of Windsor as referred to in Section 10 hereof, the Corporations of the Townships of Sandwich South, Sandwich West and Maidstone and the Corporations of the Towns of Tecumseh, Riverside and Essex hereby agree to provide the services required under the provisions of Sections 6, 7, 8 and 9 hereof to the

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extent possible with the equipment and the manpower available whenever called upon to do so by the Fire Chief of the City of Windsor.

12. That the said Corporations shall at all times indemnify and save harmless Her Majesty from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, ~~or~~ agent ^{OR SERVANT} of Her Majesty.

13. That notwithstanding anything contained in this Agreement, and in the interest of safety of the public and protection to property, the parties hereto agree to fully co-operate to provide the maximum efficiency of service to the public, subject as in this Agreement provided.

14. That this Agreement may be cancelled at any time by either party upon notice in writing one to the other.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED by Her Majesty in the presence of -

W. W. Whitmarsh

Reginald Jones

for Minister of Transport.

SIGNED, SEALED AND DELIVERED by The Corporation of the City of Windsor in the presence of

Secretary.

THE CORPORATION OF THE CITY OF WINDSOR

John W. Whelton

Mayor.

Clerk.

THE CORPORATION OF THE TOWNSHIP OF SANDWICH EAST

Louis J. Paunt

Reeve

Clark

SIGNED, SEALED AND DELIVERED by The Corporation of the Township of Sandwich East in the presence of

SIGNED, SEALED AND DELIVERED
By The Corporation of the
Township of Sandwich South
in the presence of

) THE CORPORATION OF THE TOWNSHIP OF SANDWICH
) SOUTH

Ed Whinnemitchell

Bert R Bedford

SIGNED, SEALED AND DELIVERED
by The Corporation of the
Township of Sandwich West
in the presence of

) THE CORPORATION OF THE TOWNSHIP OF SANDWICH
) WEST

L Bennett

Louis Duval

SIGNED, SEALED AND DELIVERED
by The Corporation of the
Township of Maidstone in the
presence of

) THE CORPORATION OF THE TOWNSHIP OF MAIDSTONE

Richard Ruston

Laurence St. Pierre

SIGNED, SEALED AND DELIVERED
by The Corporation of the Town of
Tecumseh in the presence of

) THE CORPORATION OF THE TOWN OF TECUMSEH

Walbee D Baillarge

Wm. ...

SIGNED, SEALED AND DELIVERED
by The Corporation of the Town of
Riverside in the presence of

) THE CORPORATION OF THE TOWN OF RIVERSIDE

Richard ...

Ed Ballard

SIGNED, SEALED AND DELIVERED
by The Corporation of the Town
of Essex in the presence of

) THE CORPORATION OF THE TOWN OF ESSEX

Elmer Green

J. H. Wells