FIRE PROTECTION AGREEMENT

BETWEEN

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

Hereinafter called "North Algona Wilberforce" of the first part

## AND

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

Hereinafter called "Admaston/Bromley" of the second part

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, Chapter 25, S.O. 2001, as amended, to authorize an Agreement between the parties; and

WHEREAS the Fire Protection and Prevention Act, Chapter 4, S.O., 1997, s. 2(5) authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS Admaston/Bromley operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within Admaston/Bromley and known as the "Douglas Fire Department”.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

Definitions 1. In this agreement,

1. **"Designate"** means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
2. **Fire area** means the fire area of North Algona Wilberforce as described in Schedule "A" attached to and forming part of this agreement.
3. *Fire Chief* means the Chief of the North Algona Wilberforce Fire Department.
4. "**Fire Protection Services"** means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as including: "fire suppression, investigation, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services.

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| Fire | 2. | (1) The Douglas Fire Department will supply, except as hereinafter limited or |
| Protection |  | excluded, "First Response" fire protection services to North Algona Wilberforce in the |
| Services |  | Fire Area, and "First Response" is understood to mean "initial response" as described in section 1(4) of the Fire Protection and Prevention Act, and this Agreement shall constitute an automatic aid agreement pursuant to such section.1. The North Algona Wilberforce Fire Department shall retain all other fire protection and prevention responsibilities in the Fire Area as may be required by legislation.
2. The parties acknowledge and agree that fire apparatus and personnel that will respond to occurrences in the Fire Area will constitute sufficient apparatus and firefighters to accomplish the specific services identified in this agreement.
3. North Algona Wilberforce shall ensure that all Ministry of Natural Resources Agreements are current and up to date. Copies of the Agreements and details outlining the services are attached as Schedule "E" to this Agreement. All costs incurred from Ministry of Natural resources involvement shall be the sole responsibility of North Algona Wilberforce.
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| Authority of | 3. | (1) The Fire Chief of the Douglas Fire Department or Designate shall have full |
| Fire Chief |  | authority and control over any and all activities related to "First Response" in which the Douglas Fire Department may be engaged within the fire area.1. Renfrew (CACC) Dispatch shall contact the North Algona Wilberforce Fire Department who willrespond and assume control of the incident.
2. The Fire Chief or Designate of the North Algona Wilberforce Fire Department shall assume command of the incident upon arrival at the scene. Transfer of command shall follow Standard Incident Management Protocol.
3. The on scene members of the Douglas Fire Department may remain available at the request of the Incident Commander and become a Sector in the Incident Management System as part of Mutual Aid Assistance.
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| Static | 4. | North Algona Wilberforce agrees to provide a map of the Fire Area clearly indicating |
| Water |  | all readily accessible static sources of water available for fire fighting operations. See |
| Sources |  | Schedule "B" attached to and forming part of this Agreement. |
| Road | 5. | North Algona Wilberforce agrees to identify all streets and roads in the Fire Area by |
| Signage |  | having them clearly marked at all intersections. |
| Bridges | 6. | North Algona Wilberforce agrees to identify all bridges under township or other |
| and |  | apparatus. Bridges identified as being unable to carry the weight of the fire apparatus |
| Restrictions |  | shall be set out in Schedule "C" attached to and forming part of this Agreement. North |
| on Services |  | Algona Wilberforce acknowledges that any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus. |
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| Emergency | 7. | (1) The North Algona Wilberforce Fire Chief retains authority and responsibilities |
| Plans |  | under the terms of the North Algona Wilberforce emergency response plan. The North Algona Wilberforce Fire Chief may delegate such authority as necessary to the Fire Chief for the purposes of the Emergency Plan.(2) North Algona Wilberforce shall be responsible for establishing and notifying in the manner, and to the extent deemed necessary, residents and occupants of the Fire Area, of the procedures for reporting an emergency and of the services provided by the Douglas Fire Department. |
| Protection | 8. | (1) Notwithstanding anything herein contained, no liability shall attach or accrue to the |
| from Liability |  | Douglas Fire Department or Admaston/Bromley for failing to supply to North Algona Wilberforce on any occasion, or occasions, any of the fire protection services provided for in this Agreement. |
|  |  | .(2) No liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley by reason of any injury or damage caused by personnel, apparatus, or equipment of the Douglas Fire Department while engaged in the provision of fire protection services in the Fire Area. |
| Agreement | 9. | (1) This Agreement shall be in force for a period of four (4) years, commencing January 1, 2020 until and through December 31, 2023. |

1. This Agreement shall remain in force and effect from year to year thereafter unless notice is provided in accordance with clause 3 hereunder.
2. This Agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. If the parties mutually agree to the termination of the Agreement prior to the twelve (12) month date, the stand-by fees specified in Schedule "D" will be applied on a pro rata basis using the same formula as applied previous to the termination date.
3. The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
4. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.
5. So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.

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| Schedule | 10 | (1) In consideration of the Fire Protection Services undertaken by the Douglas Fire |
| of Fees |  | Department to be provided in the Fire Area, North Algona Wilberforce shall pay fees as set out in Schedule "D" attached hereto and forming part of this Agreement. |

1. North Algona Wilberforce shall pay the "Stand by Fee" annually. Payments shall be comprised of two (2) equal instalments payable on March 15th, and December 1 5th of each year.
2. North Algona Wilberforce shall pay the "Fire Suppression and Response Costs" as incurred. Invoices shall be submitted to North Algona Wilberforce on a monthly basis. All amounts due under such invoices shall be payable within thirty (30) days of submission or a penalty of 1.25% shall apply.

IN WITNESS WHEREOF the parties hereto have affixed their Corporation Seals attested by the hand of their proper officers.

 DATED this 19th day of May 2020

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

Mayor

CAO/Operations Manager/Municipal Clerk

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

Mayor

Clerk Treasurer

SCHEDULE "B"

AVAILABLE WATER SECTION 4

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

 DATED this 19th day of May 2020

The following map indicates the readily accessible static sources of water for fire fighting purposes in the fire area of the township.

A Dry Fire Hydrant is located at Mink Lake at the end of Jessup Road, Part of

Lot 6, between Concessions 9 and 10. (nearest civic address is 545 Jessup Road)

SCHEDULE "C"

BRIDGES SECTION 6

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

 DATED this 19th of May 2020

The following lists bridges that will not support the weight of fire apparatus or have not provided an engineering report or similar acceptable document to indicate they will support the weight.

N/A

SCHEDULE "D"

SERVICE FEES SECTION 10

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

 DATED this 19th day of May 2020

Fire protection services fees payable by North Algona Wilberforce shall be calculated as follows:

STAND BY FEE: Per Year $7,500.00

FIRE SUPPRESSION AND RESPONSE COSTS:

$465.00 per apparatus per occurrence per hour

$ 25.00 per firefighter, per hour

SCHEDULE "E"

MINISTRY OF NATURAL RESOURCES AGREEMENT

SECTION 2(4)

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

 DATED this 19th day of May 2020