

**THE CORPORATION OF THE MUNICIPALITY OF THE  
TOWNSHIP OF BONNECHERE VALLEY**

**BY-LAW NUMBER 2001-27**

*Being a By-Law to authorize an automatic  
aid fire protection agreement.*

**WHEREAS** Section 2.(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter automatic aid agreements with other municipalities;

**NOW THEREFORE** the Council of the Township of Bonnechere Valley ENACTS AS FOLLOWS:

**THAT** an automatic aid agreement is authorized to be entered into between:

1. The Corporation of the Township of North Algona Wilberforce and the Corporation of the Township of Bonnechere Valley with respect to fire protection services in Bonnechere Valley (former South Algona Ward)

Read a first and second time this the 5<sup>th</sup> day of February, 2001.

Read a third time and passed this 5<sup>th</sup> day of February, 2001.

Arlene Felhaber - Reeve

Vivian Rosien - CAO

**THIS AGREEMENT** made in duplicate on the 5<sup>th</sup> day of February 2001

**BETWEEN****THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP**

Hereinafter called the **TOWNSHIP** of the first part

**AND****THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY**

Hereinafter called the **MUNICIPALITY** of the Second Part

**WHEREAS** Section 2,(6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter automatic aid agreements with other municipalities to provide and /or receive fire protection services;

**AND WHEREAS** the **TOWNSHIP** operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act through a fire department situated within the **NORTH ALGONA WILBERFORCE TOWNSHIP**.

**AND WHEREAS** THE **TOWNSHIP** is prepared to make available fire protection services to the **MUNICIPALITY** and the **MUNICIPALITY** is agreeable and requests the **TOWNSHIP** to provide fire protection services to a defined area of the **MUNICIPALITY**.

**NOW THEREFORE** in consideration of the mutual covenants, conditions, considerations and payments herein contained, the **TOWNSHIP** and **MUNICIPALITY** mutually agree as follows:

**2. DEFINITIONS**

In this agreement, unless the context otherwise requires,

- 1) **Designate** means a person who, in the absence of the fire chief, has the same powers and authority as the fire chief.
- 2) **Fire area** means the area of the **MUNICIPALITY** defined in **Schedule "A"** attached to and forming part of this agreement.
- 3) **Fire chief** means the chief of the fire department.
- 4) **Fire department** means the **TOWNSHIP** Fire Department.
- 5) **Fire protection services** means and include "fire suppression, training of person involved in the provision of fire protection services, rescue and other emergency services as defined."

**2. FIRE AREA**

The **TOWNSHIP** will supply **fire protection services** to all the properties and residents situated within the geographical area as shown as Schedule "A".

**3. FIRE PROTECTION SERVICES**

- a) The fire apparatus and personnel of the **fire department** will respond, with up to two vehicles for initial response, to occurrences in the **fire area** in a like manner as if the response were in the **TOWNSHIP**.
- b) Should the **fire chief** or **designate** require assistance, or believe assistance may be

required, by way of additional personnel, apparatus, or equipment, at an occurrence in the fire area, such assistance shall be summoned.

#### 4. FIRE DEPARTMENT AUTHORITY

- 4) The **fire chief** or **designate** may refuse to supply response if personnel, apparatus or equipment is required in the TOWNSHIP or elsewhere, under the provisions of the County, District or Regional Mutual Aid Plan.
- b) The **fire chief** or **designate** may order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief or designate may summon assistance in accordance with provisions in Section 3, (b).

#### 5. RESPONSIBILITY

- a) The MUNICIPALITY shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the **fire area**, of procedures for reporting an emergency and of the services provided by the **fire department**.

#### 6. PAYMENT

- 1) The MUNICIPALITY agrees to reimburse the TOWNSHIP, payment in the manner and amounts established in Schedule "B" for automatic aid services to the **fire area**.

#### 7. TERMINATION AND AMENDMENTS

- 1) This agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination.
- 2) 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 amendments(s)
- 3) This agreement shall remain in force until midnight January 31, 2004

#### 8. DISPUTES

- 1) If any dispute arises between the parties to this agreement, respecting any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under provision of the Municipal Arbitration Act,

R.S.O.c.304 and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement.

- b) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitration Act, then 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 Supreme Court of Ontario pursuant to the provisions of the Arbitration Act R.S.O.c. 25 or pursuant to any successor legislation.

#### 9. LIABILITIES

- a) Notwithstanding anything herein contained, no liability shall attach or accrue to the TOWNSHIP for failing to supply the MUNICIPALITY on any occasion, or occasions, and of the fire protection services provided for in this agreement.
- 2) No liability shall attach or accrue to the MUNICIPALITY because of any injury or damage sustained by personnel, apparatus, or equipment of the **fire department** while engaged in the provision of **fire protection services** in the **fire area**.

#### 10. SEVERABILITY

- 1) 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.
- b) The parties hereto agree that they shall pass all necessary by-laws to give full force and effect to this agreement.

**IN WITNESS WHEREOF** the said Corporations have hereunto affixed their corporate seals duly attested by the hands of their proper officers.

The Corporation of the North Algona Wilberforce Township

Reeve - Harold Weckworth

Clerk - Marilyn Schruder

The Corporation of the Township of Bonnechere Valley

Reeve - Arlene Felhaber

CAO - Vivian Rosien

## **FIRE AGREEMENT**

### **SCHEDULE "B"**

#### **FEE SCHEDULE**

Pursuant to Section 6(a) of the agreement, the cost for fire services of properties situate within the Township of Bonnechere Valley shall be as follows:

- 1) An annual retainer for stand-by and overhead in the amount Six thousand six hundred dollars (\$6,600.00) payable in two (2) equal installments of \$3,300.00 on or before June 1 and on or before December 1 annually. Payment will be prorated per month or part thereof upon termination of agreement. i.e.  $6,600 / 12 = \$550.00$  per month.
- 2) Costs associated with each fire suppression or rescue operation as follows:  
\$350.00 for the first hour or portion thereof.
- c) The parties agree to renegotiate Part B of Schedule B : should fuel costs increase more than 15% of the present costs as at the date of signing, which rate has been determined to be 71.5 cents per litre.
- d) Costs associated with Section (B) shall be billed and paid within thirty (30) days from the billing date.