

FIRE PROTECTION AGREEMENT

BETWEEN:

THE CORPORATION OF THE VILLAGE OF SOUTH RIVER
AND
THE CORPORATION OF THE TOWNSHIP OF MACHAR
(herein after called **The South River Machar Fire Department**)
AND
THE CORPORATION OF THE TOWNSHIP OF JOLY
(herein after called **The Township of Joly**)

Preamble The scope of this agreement is to provide fire protection services for the Township of Joly.

South River Machar Fire Department will respond to all calls for service to all properties on Airport Road and properties North of Airport Road within the Township of Joly. Sundridge Strong Fire Department will also respond to all Structure Fires, allied agency requests or at the request of the South River Machar Fire Department to the aforementioned properties.

In addition to the Sundridge Strong Fire Department the South River Machar Fire Department will respond to all reported structure fires in all other parts of the Township of Joly.

The South River Machar Fire Department will respond to calls for service under the following conditions:

- All emergency incidents on Airport Road and Properties North of Airport Road as outlined in the Village of South Rivers most recent Establishing and Regulating By-Law core services.
- All structure fires within the Township of Joly
- At the request of the Sundridge Strong Fire Department
- At the request of OPP or Ambulance

WHEREAS Section 2,(5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter fire protection agreements with other municipalities to provide and /or receive fire protection services;

WHEREAS By-laws have been duly enacted by the Corporate Parties hereto respectively pursuant to the provision of Section 20(1) of the Municipal Act S.O. 2001, Chapter 25, to authorize an agreement between said parties relative to the use of certain firefighting equipment of the South River Machar Fire Department within the described fire area of the Township of Joly. NOW, in the consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

1. Definitions

In this agreement,

- (a) “**Municipal Administrator**” means the Clerk of the Township of Joly
- (b) “**Designate**” means a fire officer or firefighter acting on behalf of the **Fire Chief**
- (c) “**Fire Department**” means the South River Machar Fire Department
- (d) “**Fire Chief**” means the Chief of South River Machar Fire Department
- (e) “**Fire Area**” means all the area(s) of the Township of Joly, as described in Appendix 1, attached to and forming part of this agreement.

- (f) “**Fire Protection Services**” means and include “fire suppression, rescue and other emergency services as defined” current version of the Village of South River Establishing and Regulating By-Law.
- (g) “**Mutual Aid**” means the Nipissing East Parry Sound Mutual Aid plan.

2. Fire Area

The South River Machar Fire Department will supply **Fire Protection Services** to all the properties and residents situated within the geographical area as shown as Appendix “A”.

3. Fire Protection Services

- (a) The South River Machar Fire Department will supply, except as hereinafter limited or excluded, “**Fire Protection Services**” to the Township of Joly, in the “**Fire Area**”.
- (b) The **Fire Chief** or **Designate** will determine the level of response provided for example offensive interior or defensive exterior operations.
- (c) 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. Additional resources that are not included within this agreement will be accessed by **Mutual Aid**, therefore will not be billed for as part of this agreement.
- (d) The “**Fire Protection Services**” provided under this agreement shall be authorized for the complete termination of the emergency, including reporting and the **Fire Chief** or his **Designate** shall be in charge of all operations including the arranging of additional assistance that may be required.
- (e) Other specialized rescues (such as HUSAR, trench rescue, technical level hazardous materials response technician level, confined space etc.) **shall not be provided** by the South River Machar Fire Department. Notwithstanding, the South River Machar Fire Department may contract other agencies to provide this service in an emergency incident and will provide command and assistance as appropriate to the level of skills and training afforded at the awareness level or its current capability. Any associated costs with the contracting of such resources will be billed at the exact replacement or repaired cost including all applicable taxes.
- (f) If as a result of a **Fire Department** response to a fire or emergency incident, the **Fire Chief** or his **Designate** determines that it is necessary to incur additional expenses, retain a private contractor, rent special equipment not normally carried on a fire apparatus or use more materials than are carried on a fire apparatus (the “Additional Service”) in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, control and eliminate an emergency, carry out or prevent damage to equipment owned by or contracted to the **Fire Department**, or otherwise carry out the duties and functions of the **Fire Department** and/or to generally make “safe” an incident or property, the Township of Joly shall be charged the full costs to provide the Additional Service including all applicable taxes. Property shall mean personal and real property.
- (g) All equipment that is owned or contracted by the fire department that is damaged while the fire department is performing its duties will be billed at the exact replacement or repair cost including all applicable taxes.

4. Fire Department Authority

- (a) The **Fire Chief** or **Designate** may refuse to supply response if personnel, apparatus or equipment is required in the Village of South River or the Township of Machar or elsewhere, under the provisions of the 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,(c).

5. Responsibility

- (a) The Township of Joly 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

- (a) The Township of Joly agrees to reimburse the Village of South River as the Administrator for the South River Machar Fire Department, payment in the manner and amounts established in Appendix "B" for **Fire Protection Services** to the **Fire Area**. The Township of Joly also agrees to reimburse the Village of South River for all calls the **Fire Department** responds to in the Village of Sundridge and the Township of Strong while the Sundridge Strong Fire Department is engaged in **Fire Protection Services** in the Township of Joly

7. Liabilities

- (a) Notwithstanding anything herein contained, no liability shall attach or accrue to the Village of South River or the Township of Machar for failing to supply the Township of Joly on any occasion, or occasions, and of the **Fire Protection Services** provided for in this agreement.
- (b) No liability shall attach or accrue to the Township of Joly because of any injury sustained by personnel of the **Fire Department** while engaged in the provision of **Fire Protection Services** in the **Fire Area**.

8. Termination and Amendments

- (a) This agreement shall remain in force until either party provides written notice of termination at least sixty (60) days prior to the desired date of termination.
- (b) 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)

9. Duration

- (a) This agreement shall remain in force until midnight **December 31, 2024**

10. Disputes

- (a) 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. 1990, CHAPTER M.48 Last amendment: 2006, c.32, Sched.D, s.9.
- (b) 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. 1990, CHAPTER M.48 Last amendment: 2006, c.32, Sched.D, s.9. or pursuant to any successor legislation.

11. In witness whereof the parties hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

For Village of South River

_____	_____
Jim Coleman - Mayor	Date
_____	_____
Don McArthur - Clerk Administrator	Date

For Township of Machar

_____	_____
Lynda Carleton - Mayor	Date
_____	_____
Brenda Paul - Clerk Administrator	Date

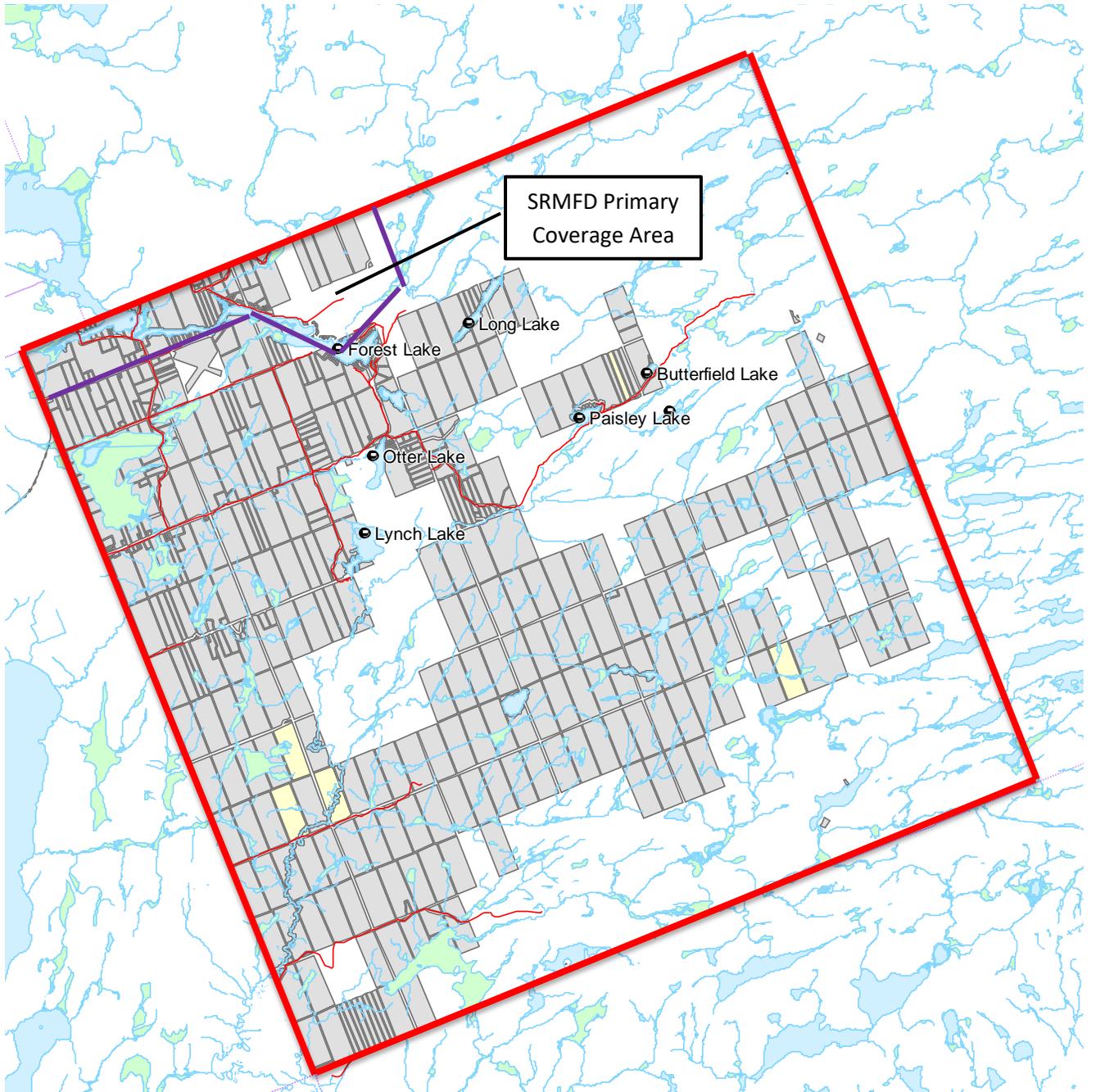
For Township of Joly

_____	_____
Brian McCabe - Mayor	Date
_____	_____
Katey Brimacombe - Municipal Administrator	Date

For the South River Machar Fire Department

_____	_____
Risto Maki - Fire Chief	Date

**FIRE PROTECTION AGREEMENT
APPENDIX "A"**



FIRE PROTECTION AGREEMENT
APPENDIX "B"
FEE SCHEDULE

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

- 1) An annual retainer for 2023 for stand-by and overhead in the amount twenty-six thousand two hundred ten dollars (\$26,210.00), for 2024 an annual retainer of twenty-six thousand nine hundred thirty dollars (\$26,930.00), payable on or before December 1 annually. The Payment will be prorated per month or part thereof upon termination of agreement. An annual increase for subsequent years of two (2.75) percent per year will be added the annual retainer.