

THE CORPORATION OF THE TOWNSHIP OF CENTRAL MANITOULIN

BY-LAW 2003-19

**Being a By-law to adopt the Fire Services Contract between
The Corporation of the Township of Central Manitoulin
And
The Corporation of the Township of Gordon**

WHEREAS the Corporation of the Township of Gordon has requested a limited or excluded Fire Protection services from the Corporation of the Township of Central Manitoulin Fire Department.

AND WHEREAS the Corporation of the Township of Central Manitoulin agrees to provide such a service

NOW THEREFORE the Corporation of the Township of Central Manitoulin will enter into a contract with the Corporation of the Township of Gordon as attached.

Read a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED

This _____ day of _____, 2003

Reeve

Clerk

AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF CENTRAL MANITOULIN
Hereinafter called "Central Manitoulin"

And

THE CORPORATION OF THE TOWNSHIP OF GORDON
Hereinafter call "Gordon"

WHEREAS a by-law has been duly enacted by the Corporate parties hereto respectively, to authorize an agreement between the said parties relative to the use of certain fire fighting equipment and personnel of the said Central Manitoulin Fire Department within the described fire area of the said Township of Gordon.

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

- 1) In this Agreement
 - a) "Fire Department" means the Central Manitoulin Fire Department
 - b) "Fire Chief" means the Chief of the Central Manitoulin Fire Department
 - c) "Fire Area" means all the area of Gordon
 - d) "Fire Protection Services" means and includes only the following:
 1. Backup assistance for the Gore Bay Fire Department
 2. The Gore Bay Fire Chief or the incident commander will page the Central Manitoulin Fire Department if assistance is needed.
- 2) The rate per call for fire protection services provided by the Central Manitoulin Fire Department will be set at seven hundred dollars (\$700.00) for the first hour and three hundred dollars (\$300.00) for every hour after that and hereafter payable by Gordon.
- 3) The Central Manitoulin Fire Department will supply, except as hereinafter limited or excluded, "Fire Protection Services" to Gordon, in the "Fire Area".
- 4) The "Fire Chief" may refuse to supply "Fire Protection" in the "Fire Area" if the personnel, apparatus and equipment are required in Central Manitoulin and/or required for a mutual aid call. Similarly, the "Fire Chief" may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the "Fire Area". No liability shall attach to accrue to Central Manitoulin for failing to supply to Gordon on any occasion or occasions, the said fire protection services provided for in this agreement.
- 5) No liability shall attach or accrue to Gordon by reason of any injury or damage sustained by the personnel, apparatus or equipment of the "fire department".
- 6) It is agreed between the parties that Central Manitoulin and the Central Manitoulin Fire Department shall not be held liable for any actions taken or failed to be taken under this agreement.

- 7) This agreement shall be in force for a period of _____ years commencing on the _____ day of _____, in the year of _____.
- 8) Notwithstanding section #7 this agreement may be terminated at any time by either party by giving written notice to the other party _____ months prior to the desired termination date.
- 9) This agreement is to be reviewed by both parties every _____ years, revised if necessary and resigned.

THE CORPORATION OF THE TOWNSHIP OF CENTRAL MANITOULIN

Reeve

date

Clerk

date

THE CORPORATION OF THE TOWNSHIP OF GORDON

Reeve

date

Clerk

date