

THE CORPORATION OF THE TOWNSHIP OF CENTRAL MANITOULIN

BY-LAW 2004-15

**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 Billings**

WHEREAS the Corporation of the Township of Billing 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 Billings as attached.

Read a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED

This _____ day of _____, 2004

Reeve

Clerk

AGREEMENT

AGREEMENT made in duplicate this day of , 2004

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF BILLINGS
Hereinafter called the "Township of Billings"

AND:

THE CORPORATION OF THE TOWNSHIP OF CENTRAL
MANITOULIN
Hereinafter called the "Township of Central Manitoulin"

WHEREAS By-laws have been duly enacted by the Corporate parties hereto respectively, pursuant to the provisions of the Section 20 (1) of the Municipal Act, 2001 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Central Manitoulin within the described fire area of the said Township of Billings. 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) "Designate" means the person whom, in the absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department, and who has the same powers and authority as the Fire Chief.
 - d) "Fire Area" means all the areas of the Township of Billings, as described in Appendix 1, attached to and forming part of this agreement.
 - e) "Fire Protection Services" means and includes only the following:
 - (i) fire suppression
 - (ii) hazardous material incidents
- 2) The Township of Central Manitoulin will supply, except as hereinafter limited or excluded, "Fire Protection Services" to the Township of Billings, in the "Fire Area". These "Fire Protection Services" will be on a first response basis.
- 3) The apparatus and personnel of the fire department that will respond to occurrences in the fire area will include the following
 - a) One (1) pumper, equipped with a minimum of four (4) fire fighters including an officer

AND

 - b) One (1) 1000 gallon tanker, equipped with a minimum of two (2) fire fighters.
- 4)
 - a) The "Fire Protection Services" provided under this agreement shall be authorized for the complete termination of the emergency, including reporting, and the "Fire Chief" shall be in charge of all operations including arranging for additional assistance as may be required until the Township of Billings Fire Department arrives at the "Fire Area".
 - b) The purpose of this agreement is for the Township of Central Manitoulin Fire Department to provide an emergency first response into the "Fire Area".
 - c) The Township of Billings Fire Department shall respond to all emergencies in the "Fire Area" and after conference and in mutual agreement with the "Fire Chief" or "Designate", the Township of Billings Fire Chief or designate would relieve the "Fire Chief" of responsibility for the Emergency.
 - d) Provided that the assistance of the "Fire Department" is no longer required, the "Fire Department" could return to their own Township.
- 5) The "Fire Chief", or designate shall be responsible to immediately notify the Township of Billings Fire Department of any incident within the "Fire Area" so that the Billings Fire Department can engage replacement response for the incident.
- 6) Fires or emergencies that may occur along roads within the "Fire Area" whether they may be on municipal, MTO or private property are the responsibility of the "Fire Department".

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- 7) The "Fire Chief" may refuse to supply "Fire Protection Services" in the "Fire Area" if the personnel, apparatus and equipment are required in the Township of Central Manitoulin or elsewhere under the provisions of the Mutual Aid or Emergency Fire Service Plan. Similarly the "Fire Chief" or designate 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 or accrue to the Township of Central Manitoulin for failing to supply to the Township of Billings on any occasion or occasions the said fire protection services provided for in this agreement.
- 8) The response to Fire Calls with the Township of Billings are all contingent upon the following conditions:
 - a) That Central Manitoulin vehicles are in service at the time of the Call Out Alarm.
 - b) That a sufficient number of Volunteer Firefighters respond to the alarm in order to have a standby crew for the Township of Central Manitoulin.
- 9) The Billings Fire Chief will be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the "Fire Alarm" of the procedures for reporting an emergency and of the services provided by the "Fire Department".
- 10) No liability shall attach or accrue to the Township of Billings by reason of any injury or damage sustained by the personnel, apparatus or equipment of the "Fire Department" while engaged in the provision of "Fire Protection Services" in the "Fire Area".
- 11) The "Fire Chief" or designate will submit all claims and the Township of Central Manitoulin will receive funds recoverable for occurrences at which the "Fire Department" attends on provincial highways in the "Fire Area".
- 12) In the case of an incident pursuant to the Forest Fire Prevention Act and regulations, the Fire Chief or designate will be considered a fire warden and will immediately notify the Chief Fire Warden for the Township of Billings and any other fire wardens that might be necessary. The "Fire Chief" or designate will submit all necessary reports and claims to the Ministry of Natural Resources.
- 13) The Fire Apparatus and personnel of the "fire department" that will be available to respond to occurrences in the "Fire Area" are described in Appendix 1, attached to and forming part of this agreement.
- 14) In consideration of the fire protection services undertaken by the Township of Central Manitoulin to be provided in the "Fire Area" of the Township of Billings, the said Township shall pay to the Township of Central Manitoulin fees as set out below:
 - a) The Township of Billings agrees to pay out, per fire call the sum of seven hundred dollars (\$700.00) for the first hour and three hundred dollars (\$300.00) per hour thereafter. Timing shall begin when the "Fire Department" departs their Fire Hall and timing shall end when the "Fire Department" has returned to base and readied their equipment to answer a new call.
- 15) In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.

Appendix 1: Fire Apparatus and Personnel

Fire Agreement

Township of Billings and Township of Central Manitoulin

The following is a list of fire apparatus and personnel that may be available to respond to a fire call in the "Fire Area";

1 – Triple Combination Pumper 625 gpm.

1 – 1000 gallon Tanker & pump

1 Chief

1 Deputy Chief

18 Fire fighters