

FIRE PROTECTION AGREEMENT BETWEEN

dated this _____ day of _____, 2012

THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO (hereinafter called "THE ARCHIPELAGO")

AND

THE CORPORATION OF THE TOWNSHIP OF SEGUIN (hereinafter called "SEGUIN")

WHEREAS By-laws have duly enacted by the Corporate parties here to respectively, pursuant to the provisions of Section 2(5) of the *Fire Protection and Prevention Act, 1997* to enter into agreement between the said parties to provide complete provision of Fire Protection Services within the described Fire Area (as hereinafter described) of THE ARCHIPELAGO.

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 Township of Seguin
 - b. **"Fire Chief"** means Chief of the Seguin Fire Department,
 - c. **"Designate"** means a person who, in the absence of the Fire Chief has the same powers and authority as the Fire Chief,
 - d. **"Fire Area"** means all the area(s) of the Township of The Archipelago, as identified in Appendix I of this Agreement,
 - e. **"Fire Protection Services"** means and includes only the following:
 1. Structural Fire Suppression, based on available Apparatus and Personnel.
2. Subject to the terms, conditions and any limitations/exclusions that may be set out in this agreement, Seguin will supply "Fire Protection Services" for The Archipelago in the "Fire Area".
3. 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 "Designate" shall be in charge of all operations including arranging for additional assistance that may be required.
4. Notwithstanding Paragraphs 2 and 3, the "Fire Department" will not perform "Fire Protection Services" in the case of grass, brush or forest fires, except to protect a structure from a grass, brush or forest fire. In the case of a grass, brush or forest fires the "Fire Chief" or "Designate" will immediately notify the Ministry of Natural Resources.
5. The "Fire Chief" or "Designate" may refuse to supply "Fire Protection Services" in the "Fire Area" if the personnel, apparatus and equipment are required in the Township of Seguin or by Mutual Aid participants. While the Township of Seguin is a priority call for the Seguin Fire Department the "Fire Chief" or "Designate" will allocate equipment and fire fighters in the most efficient fashion to fight multiple fires.

6. The Archipelago will be responsible for 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 service provided by the "Fire Department".
7. Notwithstanding anything contained herein,
 - a. No liability shall attach or accrue to The Archipelago 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".
 - b. No liability shall attach or accrue to the "Fire Department" for failing to supply any of the "Fire Protection Services" in the "Fire Area" during such times as fire personnel and equipment from Seguin Station 10 or Seguin Station 40 are otherwise engaged in emergency response activities or are unavailable for any reason.
8. The "Fire Department" resources allocated to this agreement shall be the full complement of available Seguin Station 10 personnel and equipment (Appendix I) and additional personnel as deemed necessary by the "Fire Chief" from Seguin Station 40. The tactics used by the "Fire Department" shall be determined at the sole discretion of the "Fire Chief" or "Designate" operating under the Standard Operational Guidelines of the Seguin Fire Department.
9. This Agreement shall be in force for a period of five (5) years commencing on January 1st 2013 and expiring on December 31st 2017.
10. Notwithstanding Section 11, This Agreement may be terminated provided that six months written notice is provided to the other party.
 - a. The fee payable to the Township of Seguin by the Township of The Archipelago for "Fire Protection Services" shall be \$236.00 annually per property, with a structure on it that falls within the "Fire Area" (listed in Appendix II) payable biannually, due in conjunction with the Township of The Archipelago tax bill for the current year. Where this agreement terminated, the annual payment in the year the termination is effective, shall be refunded. Such refund shall represent an amount equivalent to that portion of the year during which the "Fire Department" no longer provides services under the agreement (i.e. a partial or pro-rated refund).
 - b. The "Fire Department" will supply The Archipelago with a detailed report on all responses to the "Fire Area". The report shall include the following:
 - i. Time call received
 - ii. Name and civic address of caller
 - iii. Time units leaving the hall
 - iv. Time units on scene
 - v. Name Incident Commander
 - vi. Time situation Under Control
 - vii. Time of Loss Stopped
 - viii. Time Units leaving the scene
 - ix. Time Back in Service

Signed on behalf of The Township of The Archipelago

Mayor

Clerk

Signed on behalf of The Township of Seguin

Mayor

Clerk

APPENDIX I

STATION 10 EQUIPMENT

- 2 Triple Combination Pumper/Tankers
- 1 Heavy Rescue Vehicle
- 1 Wildland Utility Vehicle
- 1 Trailered Rescue/Fire Boat (seasonally available)
- 1 Trailered Airboat (seasonally available)
- 1 Trailered Tracked ATV with Rescue Trailer