

**CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN
BY-LAW: 15-488**

THIS AGREEMENT made in duplicate as of this 14th day of May, 2015

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN**

(hereinafter called the "Township")

OF THE FIRST PART

-and-

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF NATURAL
RESOURCES AND FORESTRY FOR THE PROVINCE
OF ONTARIO**

(hereinafter called the "Ministry")

OF THE SECOND PART

WITNESSES THAT WHEREAS:

1. The Township is adjacent to Algonquin Provincial Park which is under the jurisdiction of the Ministry; and
2. The Township maintains a volunteer fire department with a fire hall at Whitney near the East Gate of Algonquin Provincial Park, which possesses vehicles, apparatus and equipment for the purpose of providing fire protection to its residents; and
3. Paragraphs 31 and 32 of Section 210 of the *Municipal Act*, R.S.O. 1990, c. M-45 as amended (now repealed) had the effect of protecting municipalities such as the Township from liability with respect to agreements entered into and emergency fire service plans adopted prior to January 1, 2003; and
4. The Township and the Ministry had entered into such an agreement prior to January 1, 2003; and
5. The said paragraphs of Section 210 are preserved by Section 467 of the current *Municipal Act*, 2001, S.O. 2001, c. 25 as amended; and
6. The Township and the Ministry have agreed to enter into this Agreement whereby the Township will provide fire suppression services to certain buildings and structures in Algonquin Provincial Park.

NOW THEREFORE in consideration of the mutual provisions contained in this Agreement, the Township and Ministry agree each with the other as follows:

FIRE SUPPRESSION SERVICES:

1. (a) The Township undertakes and agrees to provide Fire Suppression Services as hereinafter defined by means of its volunteer fire department to the best of its ability to the buildings and structures identified in Appendix "A" attached hereto and forming part of this Agreement, on a year-round basis with respect to the locations numbered (i) and (ii) in Appendix "A" and from April 1 - November 30

in each year (provided the access road is passable and weather-dependent) with respect to the locations numbered (iii) - (vii) in Appendix "A" hereto.

- (b) "Fire Suppression Services" shall mean and include exterior fire attack only to buildings and structures, and shall not require entry by firefighters into buildings or accessory buildings or include either vehicle access response along Highway No 60 through Algonquin Provincial Park or emergency first response for accidents or medical calls.
- (c) The Township represents that as of the date of this Agreement, its Volunteer Fire Department possesses the Fire Suppression Resources/Apparatus listed in Appendix "A" to this Agreement, to be made available to provide Fire Suppression Services as and when required by this Agreement.
- (d) All fires will be prioritized and receive a response commensurate with values at risk and the availability of Fire Suppression Resources/Apparatus.

LIMITATIONS UPON SERVICES:

- 2. (a) The Ministry acknowledges the terms and conditions of and limitations upon the fire suppression services to be provided by the Township as outlined in paragraph 1 preceding.
- (b) The Ministry acknowledges that the distance of a particular location from the Whitney Fire Hall will determine the response time under this Agreement.
- (c) The Ministry acknowledges that the Township's is a volunteer fire department and its ability to supply Fire Suppression Services is dependent upon the availability of its suppression resources/apparatus and volunteer firefighters, and that its response time will be variable and dependent on various factors, including the distance from the Whitney fire hall to the location, prevailing weather and road conditions, traffic within Algonquin Provincial Park, etc.
- (d) The Ministry acknowledges and agrees that:
 - (i) in the event of contemporaneous fire calls within the territory of the Township and within Algonquin Provincial Park, the Township shall be entitled to give priority to the fire call within its territory;
 - (ii) Fire Suppression Services under this Agreement will be provided by the Whitney Fire Hall of the Township's Volunteer Fire Department, and its Madawaska Fire Hall will thereupon be on standby for fire coverage and response in the Whitney area, and the Township will notify Mutual Fire Aid to be on standby in order to ensure coverage for the Madawaska fire coverage and response area;
 - (iii) in the event of a contemporaneous fire calls from an adjacent municipality that falls under the Mutual Fire Aid and within Algonquin Provincial Park, the Township shall be entitled to give priority to the Mutual Fire Aid fire call.

WAIVER AND RELEASE OF LIABILITY:

- 3. (a) The Ministry acknowledges that the Township shall have no liability or responsibility, and the Ministry hereby waives and releases the Township of and from all claims and causes of action for personal injury or death or damage to property suffered or sustained by the Ministry, its employees and contractors and its property and assets within Algonquin Provincial Park arising or resulting from the provision by the Township of Fire Suppression Services under this Agreement.

- (b) The Township acknowledges that the Ministry shall have no liability or responsibility, and the Township hereby waives and releases the Ministry of and from all claims and causes of action for personal injury or death or property damage suffered or sustained by any of its volunteer firefighters and for the loss or damage to any of its Fire Suppression Resources/Apparatus resources incurred in the course of or arising or resulting from the provision of Fire Suppression Services under this Agreement.
- (c) The Ministry acknowledges that the Township is protected from liability under this Agreement by Section 467 of the *Municipal Act*, 2001 (Ontario).

DELIVERY AND EFFECTIVENESS OF FIRE SUPPRESSION SERVICES:

- 4. In order to assist the Township to provide and improve its Fire Suppression Services, the Ministry undertakes and agrees to:
 - i) supply to the Township forthwith after the execution of this Agreement with respect to each of the locations identified in Appendix “A” to this Agreement a Fire Plan, which typically will include numbered building locations, the location of water sources and fire-fighting equipment, travel route maps and/or GPS locations and fire hazard locations and any other information and documentation that will assist the Township’s Volunteer Fire Department to become familiar with and to be in a position to provide effective Fire Suppression Services to the locations listed in Appendix “A” hereto;
 - ii) consider and if seen fit create dry wells or otherwise attempt to ensure a suitable source of water for each of the locations;
 - iii) provide familiarization and appropriate training to the Township’s volunteer firefighters, as arranged and agreed from time to time with the Township; and
 - iv) comply with all reasonable recommendations made by the Chief or his delegate of the Township’s Whitney Fire Hall in regards to improving the effectiveness of Fire Suppression Services pursuant to this Agreement and accessing appropriate water sources.

FIRE CALLS AND FIRE SCENES:

- 5. (a) The Chief or his designate of the Whitney Fire Hall of the Township’s Volunteer Fire Department shall be the incident commander in charge at fire scenes.
- (b) The Ministry undertakes promptly upon becoming aware of a fire call covered by this Agreement to advise the Chief or his designate of the identity and contact number of the Ministry’s designated authority who is or will be on site at the fire scene during a response.
- (c) A contact list of officials from the Township and the Ministry is annexed as Appendix “C” to this Agreement.
- (d) The Chief will determine what Fire Suppression Resources/Apparatus and the number of volunteer firefighters that are required in order to attend at a fire scene, and in doing so shall be entitled to reserve at the Whitney Fire Hall adequate suppression resources/apparatus in order to be able to respond to a contemporaneous fire call within the territory of the Township.

- (e) The designated representative of the Ministry is:
Park Superintendent
Ministry of Natural Resources and Forestry
P.O. Box 219
Whitney, ON
K0J 2M0
Tel: (613)637-2780
Fax:
email:

and the designated representative of the Township is:
CAO/Clerk Treasurer
Municipal Corporation of the
Township of South Algonquin
7 Third Ave., P.O. Box 217
Whitney, ON
K0J 2M0
Tel: (613)637-2650
Fax: (613)637-5368
email: southalgonquin@xplornet.com

7. The Township and the Minister may at any time designate a new representative by giving notice to the other party's designated representative, and any such notice shall be deemed to have been received on the seventh day after it was given.

PAYMENT FOR FIRE SUPPRESSION SERVICES:

8. (a) In consideration for the Township providing Fire Suppression Services pursuant to this Agreement, the Ministry agrees to pay an annual standby fee to the Township in the amount of \$20,000.00, which sum shall be payable annually on or before the first day of April 1 in each year commencing in 2015.
- (b) In addition to the standby fee, on each occasion on which the Township's Volunteer Fire Department provides Fire Suppression Services to a fire scene pursuant to this Agreement, the Ministry agrees to pay hourly rates for equipment, mileage and firefighters in accordance with the Ontario Ministry of Transportation's rate schedule, a copy of which is attached as Appendix "B" to this Agreement, as revised from time to time.
- (c) The Township shall be entitled to bill the Ministry directly for training costs incurred pursuant to clause 4 (iii) of this Agreement at rates agreed upon beforehand between the designated representatives of the Ministry and the Township.

TERM OF AGREEMENT:

9. (a) The term of this Agreement shall be five years from April 1, 2015 to March 31, 2020.
- (b) Notwithstanding clause (a) of this paragraph 9, this Agreement may be terminated by either party upon not less than 30 days' notice given by that party to the other party's designated representative, in which case the standby fee payable pursuant to clause 8(a) hereof shall be prorated and any unearned portion thereof refunded by the Township to the Ministry.

- (c) The Township hereby gives notice to the Ministry that it reserves the right to review and propose amendments to this Agreement following the municipal election to be held in or about November, 2018.

DISPUTE RESOLUTION:

10. Any dispute arising with respect to the interpretation of this Agreement or the application of the terms of this Agreement to the provision of Fire Suppression Services, or to the compensation to which the Township is entitled hereunder shall first be considered and, if possible, resolved by a review panel comprised of two representatives appointed by the Ministry and two representatives appointed by the Township.

AUTHORITY AND EXECUTION:

11. (a) The Ministry warrants that the Ministry is empowered to enter into this Agreement, and represents that the person or persons who execute this Agreement on its behalf have the legal authority and power to bind the Ministry.
- (b) The execution and delivery of this Agreement has been authorized by By-Law No. 15-488 of the Township.
- (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF SOUTH ALGONQUIN

per: _____
Jane Dumas, Mayor

per: _____
Suzanne Klatt, CAO/Clerk-Treasurer

MINISTRY OF NATURAL RESOURCES
AND FORESTRY

per: _____
Sandra Orsatti, Manager, Aquatic
Research and Monitoring Section

per: _____
David Coulas, Park Superintendent,
Algonquin Provincial Park

APPENDIX “A”

Locations applicable within this agreement for Fire Suppression Services.

“Year Round Fire Suppression Response”

- i) The Complex commonly known as the East Gate, including Buildings/Warehouses Pumphouse, Offices, Comfort Station and Residences adjacent to and in the vicinity thereof.

- ii) The Complex commonly known as the Visitor’s Centre, including Buildings/Warehouse adjacent to and in the vicinity thereof.

“Seasonal Fire Suppression Response”

- iii) The Complex commonly known as the Logging Museum, Main Building only.

- iv) The Complex commonly known as the Opeongo Access Point, including Permit Office, Opeongo Store/Office, Comfort Station, Pumphouse, and Residences adjacent to and in the vicinity thereof.

- v) The Complex commonly known as the Harkness Laboratory of Fisheries Research, including Buildings, Warehouse, Boathouse, Office, Kitchen, Residences adjacent to and in the vicinity thereof.

- vi) The Complex commonly known as Lake of Two Rivers Residence only.

- vii) The Complex commonly known as the Summer Headquarters, including Buildings, Warehouse, Residences, Kitchen, Office adjacent to and in the vicinity thereof.

Suppression Resources/Apparatus for Fire Response within this agreement if/when required.

- a) Triple Combination Pumper Truck- (Equipped with ladders, hoses, nozzles- Foam capabilities)
- b) 1,500 gallon Tanker Truck (Portable Pump- 1,500 gallon portable tank)
- c) Equipment Truck (Breathing Apparatus- Ventilation Fan- Bunker gear for Firemen)
- d) Mini Pumper/Rescue Truck (Portable Pump- Heavy Hydraulic Rescue Gear)

APPENDIX “B”

The rates below are a per vehicle rate(includes mileage/driver)

MTO Rate; per Vehicle on site for first hour for up to three vehicles	\$410.00
MTO Rate per Vehicle on site per ½ hour thereafter	\$205.00
False Alarm Callouts-First Incident Verbal	\$ 0.00
Subsequent False Alarms(if within 12 mths of first incident)	\$205.00
Fire Administration Services (Letters/Legal Inquiries resulting from incident) (per individual request)	\$ 50.00

Training Costs to familiarize South Algonquin Volunteer Fire Department with locations, etc	Not within this agreement. When/if applicable, direct invoicing to the Ministry of Natural Resources and Forestry
Mileage for personal vehicle use if used to get to a fire(would have to be approved by Whitney Fire Chief)	Not within this agreement. When/if applicable, direct invoicing to the Ministry of Natural Resources and Forestry
Mileage and wage for staff or Whitney Fire Chief if requested to meet with the Ministry of Natural Resources and Forestry	Not within this agreement. When/if applicable, direct invoicing to the Ministry of Natural Resources and Forestry

Training costs incurred to familiarize the South Algonquin Volunteer Fire Department with locations, processes, Fire plans, etc will be covered through direct billing to the Ministry of Natural Resources and Forestry for the term of this agreement.

Dispute Resolution

In the event a response to a fire or billing following a fire under this agreement results in a dispute between parties either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

APPENDIX “C”

Contact List

<u>Name</u>	<u>Agency</u>	<u>Position</u>	<u>Contact#</u>
Jane Dumas	Twp South Algonquin	Mayor	613-637-5261(home) 613-332-8357(cell)
Suzanne Klatt	Twp South Algonquin	CAO/Clerk Treasurer	613-637-2650ext.202(work) 613-756-7644(home) 613-633-0720(cell)
Brian August	Twp South Algonquin	Whitney Department Fire Chief	613-637-5442(Home) 613-637-5555(FireHall) 613-334-2629(cell)
Marvin Siydock	Twp South Algonquin	Whitney Department Deputy Fire Chief	613-637-5555(Fire Hall) 613-637-2867(Home)
Aurel Thom	Twp South Algonquin	Madawaska Department Fire Chief	613-637-5533(FireHall) 613-334-5018(cell)
Andrew Aleck	Twp South Algonquin	Madawaska Department Deputy Fire Chief	613-334-1266

<u>Name</u>	<u>Agency</u>	<u>Position</u>	<u>Contact#</u>
David Coulas	Ministry of Natural Resources Forestry	Parks Superintendent	613-637-2780 Ext 242 (work) 613-334-1652 (cell)
Gary Ridout	Ministry of Natural Resources Forestry	Senior Operations Technician Harkness Laboratory of Fisheries Research	613-637-2103 (work - summer) 613-637-2780 Ext. 275 (work - winter) 613-637-2897 (home)
Sandra Orsatti	Ministry of Natural Resources Forestry	Manager-Aquatic Research and Monitoring Section	705-755-1975 (work) 705-760-4800 (cell)
Algonquin Park Duty Officer	Ministry of Natural Resources Forestry	On Call – Rotating Schedule	613-334-6903 (cell)
Harkness Duty Officer	Ministry of Natural Resources Forestry	On Call – Rotating Schedule from May- Nov	613-334-0067 (cell)

Both parties agree to advise of any changes to the contact list.