

**To:** Administration & Finance Executive Committee  
**From:** Tyler Moffitt, Fire Chief/CEMC  
**Date:** July 26, 2018  
**Subject:** Fire Protection Agreements: Nanicost Corporation Ltd. & Rusty Myers Flying Service

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## **Background**

Currently we bill Rusty Myers Flying Service \$221.91 + HST, and Nanicost Corporation Ltd. \$2,671.21 + HST annually for Fire Protection Services.

The fee for Fire Protection has been the same since 1999 for both Rusty Myers Flying Service and Nanicost Corporation Ltd. As well, both facilities are billed annually every September.

It must also be noted that BYLAW NO. 19/79, which is attached was established for Nanicost Corporation on May 14, 1979. Currently, I have found no BYLAW for Rusty Myers Flying Service.

The past **Fire Protection Fee Formula** is not being applied. As well, the established **MTO Rate for apparatus per hour** is not being applied.

**NOTE:** THE CURRENT APPRAISED VALUE OF THE PROPERTIES AND STRUCTURES NEEDS TO BE KNOWN. I AM STILL WAITING TO HERE FROM BOTH FACILITIES.

## **Fire Protection Fee Formula:**

**(Fire Protection Rate)** = Total Fire Rescue Service Budget **divided by** Municipal Levy **multiplied by** Tax Rate.

**(Fire Protection Fee)** = (Appraised Value) **multiplied by** (Fire Protection Rate) plus 13% HST

### **2017 Example:**

**(Appraised Value)** of Property and Structures Example is: **\$1,300,000**

**(Fire Protection Rate)** = Fire Rescue Service Budget  $\frac{977,545}{10,585,511}$  X .03265332 (Tax Rate)  
Municipal Levy

**(Fire Protection Rate)** = .00301546

**(Fire Protection Fee)** = Appraised Value (\$1,300,000) X (.00301546) + (13% HST)

**(Fire Protection Fee)** = **\$4429.71**

Going forward, I recommend the Fire Protection Service Fees be billed by utilizing the Fire Protection Fee Service Formula. As well, I am recommending that the additional PROTOCOLS and FEE STRUCTURE be applied, which will be referred to as: **Sections 1-13.**

1. Fire apparatus and personnel that will respond to occurrences in the fire area of Rusty Myers Flying Service and Nanicost Corporation Ltd. will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.

2. Notwithstanding Section 1 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus, or equipment are required in the Town of Fort Frances, elsewhere, or under the provisions of the Rainy River District Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment and/or personnel that is responding to or is at the scene of an incident in the fire area of Rusty Myers Flying Service and Nanicost Corporation Ltd., should life and/or property within the Town of Fort Frances be threatened.
3. An annual FIRE PROTECTION SERVICE FEE UTILIZING THE FIRE PROTECTION FEE FORMULA SHALL BE APPLIED as a standby fee with an annual recurring MTO Provincial Rate Per Apparatus increase and Fire Rescue Service Budget increase on a forward basis.
4. The sum of \$465.42 + HST per piece of apparatus for the first hour and \$232.71 + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.
5. The sum equal to salary, transportation costs, and any other expense incurred by the Town of Fort Frances Fire and Rescue Services personnel in providing Fire Inspection Services in accordance with this agreement.
6. The Fire Protection Fee will be payable on an annual basis, as it has always been, as well as on a monthly basis if any Fire and Emergency Service Response Calls were actioned.
7. The payments made to the Town of Fort Frances under this Agreement shall be accepted by the Town of Fort Frances as full compensation for all services furnished by it under this Agreement, for all losses, costs, damages, arising out of the performance by the Town of Fort Frances of these services and for all expenses incurred by or in consequence of any delay or suspension or discontinuance of these services.
8. The Town of Fort Frances shall not be held responsible for any failure of the Town of Fort Frances Fire and Rescue Services to furnish the fire protection covered by this Agreement, whether such failure is a result of an Act of God, a strike, a riot, or some other cause where the failure resulted from circumstances which are beyond the control, which the Town of Fort Frances could reasonably be expected to exercise. As well, the Town of Fort Frances shall not be held responsible for any claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, or sustained, by reason of the Town of Fort Frances or its servants, agents or workmen.
9. Rusty Myers Flying Service and Nanicost Corporation Ltd. shall be responsible to regularly grade and remove the snow on the roads so that the Town of Fort Fire and Rescue Services will have good access to all Buildings and Structures.
10. This Agreement may be terminated:
  - a) by Rusty Myers Flying Service and Nanicost Corporation Ltd in any year, giving not less than 90 days notice in writing to the Town of Fort Frances or
  - b) by the Town of Fort Frances in any year, giving not less than 90 days notice in writing to Rusty Myers Flying Service and Nanicost Corporation Ltd.
  - c) after which time this Agreement shall automatically terminate.
  - d) The FIRE PROTECTION SERVICE FEE (STAND FEE WOULD NOT BE REIMBURSED).

11. Where no such notice is given, this Agreement shall continue in full force and effect.
12. Notwithstanding anything herein contained, no liability shall attach or accrue to the Town of Fort Frances for failing to supply to Rusty Myers Flying Service and Nanicost Corporation Ltd. on any occasion, or occasions, any fire protection services provided for in this agreement.
13. This Agreement enures to the benefit of and is binding upon Rusty Myers Flying Service and Nanicost Corporation Ltd and its successors, and upon the Town of Fort Frances, its successors and assigns.

**Note:** The reasoning to why this new established fee structure needs to apply is based on the increasing costs since 1999, as well as the increasing costs to maintain a functional Fire & Rescue Service in the province of Ontario.

### **Recommendation**

That the Administration & Finance Executive Committee approves this report and directs Council to bring forward the resolution to approve utilizing the updated Fire Protection Fee Formula, the new protocols and fee structure as set out in what is referred to as Sections 1-13, as well as to proceed with initiating the future signing of an Updated Fire Protection Agreement with Nanicost Corporation Ltd. & Rusty Myers Flying Service.

Respectfully submitted,



Tyler Moffitt  
Fire Chief/CEMC  
Fort Frances Fire & Rescue Service