

TOWN OF FORT FRANCES

BY-LAW NO.48/99

(Being a by-law to authorize an agreement with the Fort Frances Tribal Area Health Authority for the provision by Fort Frances Fire Department of fire protection services - the Municipal Act, R.S.O. 1990, c.M.45, Section 210, paragraph 31.)

WHEREAS on July 12, 1999, Council authorized the Manager of Community Services to draft an agreement for the provision of fire protection services to the Fort Frances Tribal Area Health Authority;

AND WHEREAS on September 13, 1999 Council approved an agreement as prepared by the Manager of Community Services;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement with the Fort Frances Tribal Area Health Authority in the form of Schedule "A" attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal of the Municipality thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 13th day of September, 1999



Acting Mayor



Clerk

MEMORANDUM OF AGREEMENT made this 13th day of Sept 1999

BETWEEN:

**Fort Frances Tribal Area Health Authority of
1460 Idylwild Drive, in the district of
Rainy River, Province of Ontario
(hereinafter called the "Party")**

of the First Part

AND

**The Corporation of the Town of Fort Frances
of the Town of Fort Frances, in the District
of Rainy River, Province of Ontario
(hereinafter called the "Corporation")**

of the Second Part

WHEREAS Fort Frances Area Tribal Health Authority has requested Fire Protection for its building, the Gizhewaadizi Access Centre; located at 1460 Idylwild Drive, which lands are not within the Corporate Limits of the Town of Fort Frances;

AND WHEREAS the Municipal Council of the Town of Fort Frances deems it expedient and in the public interest that fire protection by the municipal firefighters and equipment be available on call to the applicant,

AND WHEREAS the Corporation has agreed to supply the said fire protection service under certain terms and conditions hereinafter set out;

NOW THEREFORE this agreement witnesseth that the parties hereto agree each with the other as follows:

1. The Corporation under the authority of Section 352, Sub-Section I, the Municipal Act, R.S.O. 1970 and subject to conditions beyond its control, will supply on call, fire protection by means of its municipal firefighting equipment and personnel to the said premises occupied by the party of the first part under the following terms and conditions, viz;
 - a) Payment annually by the party of the first part to Corporation the equivalent amount in dollars equal to the total annual appraised value of lands and buildings as multiplied by the mill rate required for firefighting protection plus 10% for administration, all in accordance with the annual estimates of the Town of Fort Frances;
 - b) Payment by the party of the first part to the Corporation of the actual costs for personnel and equipment as called upon in the event of a fire occurring on the said premises.
 - c) For the effective year, Sept 13/99 to Sept 12/00, the party of the first shall pay to the Corporation a sum of Five Thousand forty three dollars and forty-two cents (\$5,043.42) plus 10% administration of Five hundred four dollars and thirty-four cents (\$504.34) and GST of Three hundred eighty-eight dollars and thirty-four cents (\$388.34) for a total of Five thousand nine hundred thirty six dollars and ten cents (\$5,936.10) and thereafter paragraph (a) of Clause 1. shall apply.
2. The party of the first part agrees to pay the said charges without dispute within sixty (60) days from the date of billing.

3. The effective date of this agreement shall be Sept 13/57 and the same shall remain in force until Sept 13/67 and shall continue in effect for each twelve month period (i.e. May 1st to April 30th) each year thereafter, until or unless either party gives not less than thirty (30) days notice in writing of intention to terminate this agreement.
4. And, it is hereby declared and agreed that these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, and assigns, respectively.

SIGNED, SEALED AND DELIVERED

in the presence of:

Per: Loathian R. Bungee

Per: Buddy Lopez

The Corporation of the Town of Fort Frances

Per: _____
Mayor

Per: _____
Clerk