

THIS AGREEMENT made this day of , 2018.

BETWEEN:
RUSTY MYERS FLYING SERVICE LTD.

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the “Parties”)

WHEREAS Section 2. (5) (a) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an agreement to, provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality;

AND WHEREAS The Town of Fort Frances operates a fire protection service and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire department;

AND WHEREAS The Town of Fort Frances is willing and prepared to make available fire protection services to Rusty Myers Flying Service Ltd. via a fire protection agreement on certain terms and conditions;

NOW THEREFORE, in consideration of the conditions, considerations and payments herein contained, Rusty Myers Flying Service Ltd. & the Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **“Designate”** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **“Fire Protection Agreement Services Fees”** means the following:

2018: STANDING FEE is 50% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + 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.

2019: STANDING FEE is 75% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + 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.

2020 and beyond: STANDING FEE is 100% of 12-hours @ the current hourly MTO rate + HST. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + 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.

- c) **"Fort Frances Fire & Rescue Service"** means the Town of Fort Frances Fire & Rescue Service.
- d) **"Incident Commander"** means the person in command of an incident, also referred to in this Agreement as IC.
- e) **"Fire Protection Services"** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services.
- f) **"Sufficient Resources"** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- g) **"Limited Services"** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

2. Conditions of Response

- a) Fire apparatus and personnel that will respond to occurrences in the fire area of Rusty Myers Flying Service Ltd. will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
- b) 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 Ltd., should life and/or property within the Town of Fort Frances be threatened.
- c) Rusty Myers Flying Service Ltd. shall be responsible to regularly grade and remove the snow on the roads so that the Fort Frances Fire and Rescue Services will have good access to all Buildings and Structures.

3. Conditions of Agreement

- a) This Agreement may be terminated:
 - i) by Rusty Myers Flying Service Ltd. in any year, giving not less than 90 days notice in writing to the Town of Fort Frances or
 - ii) by the Town of Fort Frances in any year, giving not less than 90 days notice in writing to Rusty Myers Flying Service Ltd.
 - iii) after which time this Agreement shall automatically terminate.
 - iv) The FIRE PROTECTION SERVICE FEE (STANDING FEE WOULD NOT BE REIMBURSED).
- b) Where no such notice is given, this Agreement shall continue in full force and effect.

4. Billing Conditions

- a) The Fire Protection Fee (**STANDING FEE**) will be payable on an annual basis. As well, the Fire Protection Fee will be payable on a monthly basis if any Fire and Emergency Service Response Calls were actioned.
- b) The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + 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.
- c) 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.
- d) 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.

5. Legal

- a) This Agreement shall come into force and effect on the date of passing thereof by the Council of the Town of Fort Frances.
- b) This Agreement shall be reviewed by the Parties at least once every five years.
- c) 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 fire protection services 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

FIRE PROTECTION AGREEMENT BETWEEN RUSTY MYERS FLYING SERVICE LTD. AND THE TOWN OF FORT FRANCES

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.

- d) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed by this Agreement.
- e) Due to the reliance of the Town of Fort Frances on volunteer / part-time firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this agreement are provided as “Limited Services” as defined in Section 1 of this Agreement.
- f) The Town of Fort Frances shall not accept, sustain or incur liability for the delay or inability of their respective Fire Service to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered en route, environmental factors and impeded access.
- g) No liability shall attach or accrue to the Town of Fort Frances under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.
- h) That this Agreement may be cited as the “Rusty Myers Flying Service Ltd. & The Town of Fort Frances Fire Protection Agreement”.
- i) This Agreement comes into effect on the day it is passed by the Town of Fort Frances Council and of all Parties hereto.
- j) 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 Ltd. on any occasion, or occasions, any fire protection services provided for in this agreement.
- k) This Agreement enures to the benefit of and is binding upon Rusty Myers Flying Service Ltd. and its successors, and upon the Town of Fort Frances, its successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly if so available and attested by the hands of their authorized signatories.

Rusty Myers Flying Service Ltd.

RUSTY MYERS FLYING SERVICE OWNER

(seal)

The Corporation of the Town of Fort Frances

MAYOR

(seal)

CLERK

WE HAVE AUTHORITY TO BIND THE
CORPORATION.