

**CORPORATION OF THE  
TOWNSHIP OF SOUTH ALGONQUIN**

**BY-LAW: 11-396**

**WHEREAS** the Ontario Municipal Act 2001, under section 19 (2) and Section 20 (1) gives authority to a municipality to enter into an agreement, and;

**WHEREAS** the Ministry of Natural Resources has requested under an agreement, Fire Protection to its structures within Algonquin Park as defined in Section 1, of the agreement, and;

**WHEREAS** the Council for the Corporation of the Township of South Algonquin has authorized by passing this By-Law the Township of South Algonquin Volunteer Fire Department to respond outside of its municipal boundaries from time to time as outlined in Section 1 of the agreement;

**NOW THEREFORE** the Council for the Corporation of the Township of South Algonquin hereby enacts as follows:

“To authorize the Mayor and Clerk of the Municipality sign on behalf of the Corporation Appendix A of this By-Law being the Agreement between the Ministry of Natural Resources and the Corporation of the Township of South Algonquin to supply Structural Fire Protection for the period commencing January 1, 2011 and ending on December 31, 2011 as per section 11, of the Agreement.

**READ A FIRST AND SECOND TIME** this 5<sup>th</sup>, day of May 2011.

\_\_\_\_\_  
Jane Dumas, Mayor

\_\_\_\_\_  
Harold Luckasavitch, Clerk-Treasurer

**READ A THIRD TIME, PASSED AND ENACTED** this 5<sup>th</sup>, day of May 2011.

\_\_\_\_\_  
Jane Dumas, Mayor

\_\_\_\_\_  
Harold Luckasavitch, Clerk-Treasurer

**THIS AGREEMENT** made in duplicate this 5<sup>th</sup>, day of May, 2011.

**BETWEEN:** The Municipal Corporation of the  
Township of South Algonquin,  
hereinafter referred to as the  
“Township”,

-and-

The Minister of Natural Resources  
for the Province of Ontario,  
hereinafter referred to as the  
“Minister”

**WHEREAS** the Township maintains and operates a fire hall, a volunteer fire service and required trucks and equipment to provide fire protection for its residents.

**AND WHEREAS** Section 467 of the Municipal Act S.O. 2001, c.25 empowers municipalities to continue agreements with persons, and for the purpose of this agreement the Minister is to be considered a person pursuant to said Act, which were in effect prior to January 1, 2003.

**NOW THEREFORE** in consideration of the mutual provisions contained in this agreement, the Minister and the Township agree each with the other as follows;

1. a) The Township of South Algonquin Fire Department will provide Fire Suppression action, to the best of its ability and similar to action it would supply if the area was within the boundaries of the Township of South Algonquin, to the following areas, with equipment and staffing as defined in Appendix “A” attached hereto and forming part of this agreement:

i) The Complex commonly known as the **East Gate**, including **Buildings, Warehouses and Residences** adjacent to and in the vicinity thereof.

ii) The Complex commonly known as the **Logging Museum, Main Building only.**

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

b) In the event of a simultaneous fire call within the Township of South Algonquin and a fire within the bounds of this agreement, commitment would be given to the Township of South Algonquin.

- c) Vehicle accident response along Hwy. 60 by the South Algonquin Fire Department does not pertain to this agreement.
  - d) Notwithstanding clause 1. (c) above, the South Algonquin Fire Department will provide Auto Extrication only on Publicly travelled roads, which are off Highway #60 to a westerly limit of Cache Lake. Costs incurred in connection with responses, as defined in this paragraph only, will be covered through direct billing to the Ministry of Natural Resources similar to the billing arrangements and rates followed by the Township for the Ministry of Transportation and other agencies.
  - e) Emergency First Response for accidents or medical calls does not pertain to this agreement.
- 2. The Township hereby assumes no responsibility to the Minister, the employees or contractors of the Minister or to the property at Algonquin Provincial Park or to any one else or any other corporation arising out of this agreement.
  - 3. The Minister acknowledges that the person or persons who execute the within agreement have the legal authority and power to bind the Ministry of Natural Resources in respect of this agreement and that the Minister is empowered to enter into the within agreement.

4. **REPRESENTATIVES AND NOTICE**

Upon entering into this Agreement, the parties agree to each designate a representative for the purposes of this agreement and to give each other notice of their designated representative, and also agree that the designated representatives may deal with each other in respect of all matters arising under this Agreement and that the decisions and acts of a designated representative shall be binding upon the party that designated the representative.

- a) The Township agrees that the Minister for the purposes of this Agreement may act through any individual designated by the Minister.

For the purposes of this agreement, the designated representative of the Minister is:

Park Superintendent  
Ministry of Natural Resources  
P.O. Box 219  
WHITNEY, Ontario  
KOJ - 2MO  
(613) 637-2780

and the designated representative of the Township is:

Municipal Corporation of the  
Township of South Algonquin  
P.O. Box 217  
Whitney, Ontario  
KOJ – 2MO  
(613) 637-2650

Both the Township and the Minister agree that they may designate a different representative by providing notice in writing. The notice shall be deemed to have been received with the expiration of the 7th day after the date of mailing.

5. The Township of South Algonquin Fire Department will supply Fire Protection to the areas outlined in part 1 of this agreement .
6. The Ministry will comply with all recommendations made by the Fire Department in regards to structural fire prevention and improving structural fire fighting effectiveness as it can reasonably do so.
7. The Senior Fire Official of the Township of South Algonquin Fire Department will be in charge at the fire scene as it pertains to this agreement.
8. The Ministry of Natural Resources will not be responsible for loss or damage to any Municipal Equipment, for any expenses incurred by Municipal Firefighters, due to sickness or accident while performing fire duties.
9. The Ministry of Natural Resources will supply to the Township of South Algonquin Fire Department, a Fire

Plan showing building locations, floor plans of its buildings, fire-fighting equipment locations, fire hazard locations, also names and phone numbers of people to contact, and any other necessary information as requested from time to time by the Fire Chief.

- 10. For the purposes of this agreement and pursuant to item # 5 above, the following fees will apply:  
Standby Annual Fee \$8,500.00, plus an hourly rate for each responding unit for Fire Suppression Services of \$150.00 per unit, per half hour. The rate for each Firefighter will be \$15.00 per person per half hour plus .50 cents per kilometre travelled for each piece of apparatus
- 11. The term of this agreement will be in effect from January 1, 2011 until December 31, 2011.
- 12. This agreement may be cancelled at any time by either party with two weeks notice in writing.
- 13. This agreement shall inure to the benefit of, and be binding upon the parties, hereto and their respective successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement.

**SIGNED, SEALED AND DELIVERED** ) **The Corporation of**  
 in the presence of ) **the Township of South**  
 ) **Algonquin**

\_\_\_\_\_  
 Witness as to execution by  
 Jane Dumas

By: \_\_\_\_\_  
 ) Jane Dumas  
 ) Mayor

\_\_\_\_\_  
 Witness as to execution by  
 Harold Luckasavitch

By: \_\_\_\_\_  
 ) Harold Luckasavitch  
 ) Clerk-Treasurer

**For the Ministry of Natural Resources**

\_\_\_\_\_  
 Witness as to execution by  
 Jay Nichols

By: \_\_\_\_\_  
 ) Jay Nichols,  
 ) A/Zone Manager &  
 ) Park Superintendent,  
 ) duly authorized by the  
 ) Minister of Natural Resources

## **APPENDIX “A”**

1. Triple Combination Pumper Truck
  - Equipped with ladders, hoses, nozzles
  - Foam capabilities
2. 1,500 gallon Tanker Truck
  - Portable pump
  - 1,500 gallon portable tank
3. Equipment Truck
  - Breathing apparatus
  - Ventilation fan
  - Bunker gear for Firemen
4. Mini Pumper/Rescue Truck
  - Portable pump
  - Heavy hydraulic rescue gear
5. Sufficient man-power to operate all equipment
  - Volunteer Department  
(whoever is available)

Notwithstanding Item #5 above it is recognized by all parties to this agreement that the Township of South Algonquin Fire Department is volunteer based and availability of responding members and equipment is variable and not guaranteed.