

**THE CORPORATION OF THE  
MUNICIPALITY OF KILLARNEY**

**BY-LAW NO. 2016-38**

**BEING A BY-LAW TO ENTER INTO AN AGREEMENT  
FOR THE PROVISION OF FIRE PROTECTION WITH  
THE BRITT AND AREA FIRE DEPARTMENT**

**WHEREAS** the Corporation of the Municipality of Killarney is in a position to make arrangement for fire services performed under certain conditions;

**AND WHEREAS** it is appropriate that such arrangements are conducted with fair and equitable remuneration;

**AND WHEREAS** it is expedient for public fire authorities to make such arrangements for efficient and effective service;

**AND WHEREAS** Section 20 of the Municipal Act S.O. 2001 C. 25 as amended and Part II Section 2 (5) of the Fire Protection & Prevention Act, 1997, allows municipalities to enter into such agreements;

**NOW THEREFORE** the Corporation of the Municipality of Killarney enacts as follows:

1. That the Corporation of the Municipality of Killarney enter into an agreement with the Britt and Area Fire Department by use of an agreement in the general form of the attached Schedule "A" hereto.
2. That the Mayor and Clerk are hereby authorized to sign this agreement on behalf of the Corporation.
3. That such agreement shall be in effect until notice of intent to amend or terminate the subject agreement as outlined in Schedule "A", is given by either party.

***READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED IN OPEN COUNCIL THIS 12th DAY OF OCTOBER, 2016.***

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*Virginia Rook, Mayor*

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*Candy K. Beauvais, Clerk*

# THE MUNICIPALITY OF KILLARNEY

## Schedule "A" to By-Law 2016-38

### FIRE PROTECTION AGREEMENT BETWEEN THE MUNICIPALITY OF KILLARNEY AND THE BRITT & AREA FIRE DEPARTMENT

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In consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

1. In this agreement,
  - a. **"Fire Department"** means the Britt Volunteer Fire Department
  - b. **"Fire Chief"** means the Fire Chief of the Britt Volunteer Fire Department or the "Fire Department" member that is in command in the absence of the Fire Chief. The Fire Chief shall assume control of the Fire Protection Services, including arranging for additional services as required.
  - c. **"Fire Area"** means the residential housing and the commercial buildings located in the Municipality of Killarney as described in Appendix One, attached to and forming part of this agreement.
  - d. **"Regular Service Area"** means the fire area as defined in the agreement that the Fire Department has with the Office of the Fire Marshall.
  - e. **"Fire Suppression"** means the necessary equipment to control, contain, and extinguish a fire for the Municipality of Killarney residential dwellings and commercial buildings in the Municipality of Killarney. The Fire Chief will use judgement in determining the extent and type of equipment necessary to deal with the fire situation.
  - f. **"Reporting"** means a written report prepared by the Fire Chief and will include date, time, location, equipment, personnel, at the fire scene. It will include owner's name and description of scenario, witnesses, weather conditions. Copies will be sent to the Fire Chief of the Killarney Volunteer Fire Department and/or the owner and/or Fire Marshall and/or insurance companies.
  - g. **"Fire Protection Services"** means and includes such services as are now or will be normally provided by the Fire Department within its Regular Service Area as listed in Appendix Two attached to and forming part of this agreement.
2. The Fire Department will supply, except as hereinafter limited or excluded, Fire Protection Services to the Municipality of Killarney, in the Fire Area.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the Fire Area will include all of the personnel and equipment owned and/or used by the "Fire Department". The "Fire Department" will maintain "Fire Protection Services" in the "Regular Service Area".
4. The Fire Protection Services shall include fire suppression and reporting.

# FIRE PROTECTION AGREEMENT

## Schedule "A"

### to By-Law 2016-38

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5. The Fire Department shall not be liable for any injury or damage (including death) to any person in the Municipality of Killarney, or the loss of damage to the property of the Municipality of Killarney or any person in the Municipality of Killarney in a manner based upon or in any way attributable to the services provided under this agreement.
6. The Municipality of Killarney or its heirs or successors will not be liable for any loss of life, limb or any other injury sustained by the "Fire Department in the "Fire Area".
7. The Municipality of Killarney shall indemnify and save harmless the Province of Ontario, its officers, employees and agents from and against any and all costs, losses, injuries, damages, judgements, claims, demands, suits, actions or other proceedings of any nature or kind by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Fire Department, its officers, employees or agents, save for gross negligence by or on the part or any such parties in connection with services performed under this agreement.
8. The Fire Chief may refuse to supply Fire Protection Services in the Fire Area if the personnel, apparatus, and equipment are required in the Regular Service Area.
9. Similarly, the Fire Chief may order the return of such personnel, apparatus and equipment that is responding to or is at the scene of an occurrence in the Fire Area.
10. The Municipality of Killarney will pay a fee of forty-two hundred and fifty dollars (\$4,250.00) in January of each year to the Fire Department on the execution of this agreement. The fee will be used to provide the Fire Protection Service during the term of this agreement. At the request of the Fire Department, the Municipality of Killarney will also pay reasonable cost as determined by the Fire Department to cover additional expenses of extraordinary nature incurred in providing the Fire Protection Services, including but not limited to those services set out in Appendix Two.
11. Any housing or infrastructure constructed during the term of this agreement will also receive Fire Protection Services under the terms of this agreement.
12. Subject to paragraph 11, this agreement shall be in force for a period of three years, commencing on January 1, 2017 and expiring on December 31, 2019, and shall be renewed every three years thereafter, unless terminated under Article 13.
13. This agreement may be terminated at any time by either party giving written notice to the other party ninety (90) days prior to the desired termination date.

**FIRE PROTECTION AGREEMENT**  
**Schedule "A"**  
**to By-Law 2016-38**

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**IN WITNESS THEREOF** the Municipality of Killarney has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the Party of the Second Part have hereunto set their hand and seal.

Signed, Sealed and Delivered,

**BRITT VOLUNTEER FIRE DEPARTMENT**

*ORIGINAL DOCUMENT SIGNED*

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***Fire Chief Larry Olds***

*ORIGINAL DOCUMENT SIGNED*

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***Witness***

**MUNICIPALITY OF KILLARNEY**

*ORIGINAL DOCUMENT SIGNED*

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***Mayor – Virginia Rook***

*ORIGINAL DOCUMENT SIGNED*

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***Clerk – Candy K. Beauvais***

OCTOBER 12, 2016

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***Date***



# “APPENDIX THREE”

## “Fire Protection Services”

The “Fire Protection Services” provided by the “Fire Department” shall be to the extent that equipment and resources are available to the “Fire Department.” and the extent of training taken by the “Fire Department”

Fire Protection Services Shall Include:

- Risk Assessment (with the input of the Fire Chief of Killarney.)
- Fire Suppression
- Fire Prevention
- Public Education
- Inspections (on complaint or request).
- Auto Extrication (on roads or highways on or bordering the Municipality of Killarney covered under this agreement.)
- Tiered Medical Response and shore based Ice Rescue, co-ordinated with the Ambulance and the O.P.P. service.

Equipment:

- 2000 G.M.C. Pumper Truck (with 900 gallon storage and a 500 G.P.M. pump)
- 1979 International Pumper Truck (with 800 gallon storage and a 625 G.P.M. pump)
- 18 H.P. Portable Pump
- 10 H.P. Portable Pump
- 85 H.P. Portable Pump
- 3.5 H.P. Portable Pump
- 55 H.P. Portable Pump
- Foam Inductor (Capable of class “A” or “B” foam.)
- 1993 Ford E350 (Fully equipped Medical Response Unit)
- 1987 Ford E350 (Fully equipped Rescue Van including “Heavy Hydraulics”)
- 1995 Arctic Cat Snowmobile
- Snowmobile Emergency Response Sleigh
- Two Defibrillators
- Cascade S.C.B.A Refilling Station
- Emergency ice rescue equipment

## **“APPENDIX FOUR”**

**Authorization - Council Resolution**

### **THE CORPORATION OF THE MUNICIPALITY OF KILLARNEY**

**MOVED BY: Pierre Paquette**

**SECONDED BY: Nancy Wirtz**

#### **RESOLUTION NO. 2016-415**

**BE IT RESOLVED THAT** By-Law #2016-38 being a by-law to enter into an agreement for fire protection with the Britt and Area Fire Department be read a third time and passed in Open Council this 12<sup>th</sup> day of October, 2016.

**CARRIED**

I, Candy Beauvais, Clerk-Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #2016-38, passed in an Open Council Meeting of The Corporation of the Municipality of Killarney on the 12<sup>th</sup> day of October, 2016.

*ORIGINAL DOCUMENT SIGNED*

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Candy Beauvais  
Clerk-Treasurer