

CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2009-7

Being a by-law to authorize execution by the Reeve and Administrator of an agreement between Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince regarding fire protection services.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator are hereby authorized to execute and affix the Corporate Seal to an Agreement between the Corporation of the City of Sault Ste. Marie and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 24th day of February, 2009.


Reeve


CAO/Administrator



THIS AGREEMENT made this 1st day of January 2009

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called "Prince"

OF THE SECOND PART

WHEREAS the Council for Prince desires to provide fire protection to Prince Township

WHEREAS the Council for the Township of Prince has requested that the City of Sault Ste. Marie Fire Services (hereinafter called the "Fire Services") answer alarms from Prince;

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

FIRE PROTECTION

1. (a) The Fire Services agrees that it shall answer fire alarms from Prince and investigate fires to determine origin and cause including notification to the Office of the Fire Marshal as required.
- (b) The Fire Services shall answer alarms for brush and/or bush fires only when nearby structures are endangered and providing reasonable physical access can be gained to such fires by the Fire Services' vehicles.
- (c) Fire Services will respond to grass, brush and forest fires in Prince in the area designated as the municipal protection area as per Appendix "A" of the agreement between Prince and the Province of Ontario (Ministry of Natural resources) for forest fire protection (attached). As a condition of this agreement with the City for fire protection Services, Prince Township will maintain its Municipal Forest Fire Management agreement with the Ministry and authorizes Fire Services to activate the resources of the MNR as required.
- (d) Prince shall be responsible for any and all costs associated with maintaining and activating the resources of the Agreement between Prince and the Province of Ontario (Ministry of Natural Resources) for forest fire protection.
- (e) The Fire Services agrees to respond to fire alarms from Prince in a manner appropriate to the circumstances, subject to availability of resources.

COSTS

3. (a) Prince covenants and agrees to pay for the provision of Services as specified in this agreement on the following basis:

An amount equal to the population of Prince multiplied by the per capita costs of the Fire Services of the City for the previous year.
- (b) For the purposes of this Agreement, the per capita costs of operating the Fire Services shall be calculated by taking the approved Fire Services' Operating Budget for the year immediately preceding the year for which the calculation is being made divided by the population of the City.
- (c) For the purposes of this Agreement, the population calculations shall be based on the populations of the City and Prince as supplied by the Municipal Property Assessment Corporation for the year immediately preceding the year for which the calculation is being made.

INDEMNITY

4. The Corporation of the Township of Prince will at all times indemnify and hold harmless the Fire Services and the City against and from all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, sustained or prosecuted in any manner based upon, related to, occasioned by or attributable to any service provided to Prince under the provisions of this contract.

TERMINATION

5. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least six months written notice of its intention to terminate.


In the case of the City written notice shall be given to the Fire Chief and in the case of the Township written notice shall be given to the Clerk. The Reeve shall serve as alternate to the Clerk.
- (b) Unless terminated earlier or in accordance with Clause 5(a), this agreement shall terminate on December 31, 2009. If the Corporation of the township of Prince wants to extend the agreement beyond the said date, Prince shall give to the Fire Services at least 90 days written notice of its intention to renegotiate a new agreement.

6. This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

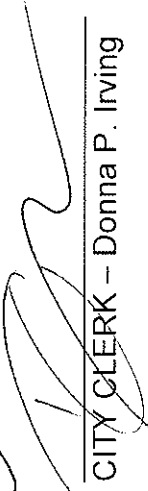
IN WITNESS WHEREOF the Party of the first part has hereto affixed its corporate seal attested by the hands of its duly authorized officers and the parties of the Second part have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

) THE CORPORATION OF THE CITY OF
) SAULT STE. MARIE
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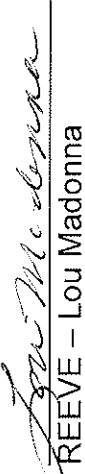


MAYOR – John Rowswell



CITY CLERK – Donna P. Irving

) THE CORPORATON OF THE TOWNSHIP OF PRINCE
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REEVE – Lou Madonna



CAO/ADMINISTRATOR – Brianna Coughlin