

THIS AGREEMENT made the _____ day of _____, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT,

Hereinafter called "WILMOT" OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM,

Hereinafter called "BLANDFORD-BLENHEIM" OF THE SECOND PART

WHEREAS subsection 2(5) of the *Fire Protection and Prevention Act, 1997* authorizes a municipality to enter into agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS Blandford-Blenheim has requested Wilmot to supply Blandford-Blenheim with fire protection;

AND WHEREAS Wilmot has agreed to supply said fire protection upon the terms and conditions set forth hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of mutual covenants and promises as hereinafter set forth, the parties agree each with the other as follows:

"Fire protection services" has the meaning assigned in the *Fire Protection and Prevention Act, 1997*, as amended, and more particularly includes the following activities: fire suppression, fire prevention, fire safety education, related communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services.

1. Wilmot will supply fire protection services to Blandford-Blenheim in the fire area as described in Schedule "A" attached to and forming part of this agreement, except as hereafter limited or excluded (including, without limitation, the exclusion of non-emergency fire protection services in Schedule "B").
2. Fire apparatus and personnel that will respond to occurrences in the fire area will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement. In the event Wilmot responds to a fire call on properties in Schedule "A" attached hereto and in the event the Department receives a subsequent fire call with respect to a fire within the Township of Wilmot, Wilmot hereby agrees that it will not abandon the fire scene until such time as:
 - i. it has notified Fire Comm requesting Blandford-Blenheim to respond to the fire scene; and
 - ii. Blandford-Blenheim has arrived at the fire scene; and
 - iii. Blandford-Blenheim has assumed command.
3. The Wilmot Fire Department Fire Chief or designate may deny the request to supply all or part of the fire protection services if response personnel, apparatus, and/or equipment are required in the Township of Wilmot or otherwise not available. Wilmot dispatch will immediately notify Blandford-Blenheim dispatch to enable station 3 (Plattsville) to respond to the incident.
4. Wilmot, upon receipt of a call for fire protection services (excluding Code 4 medical calls) in the fire area, will have Wilmot dispatch notify Blandford-Blenheim Dispatch to have Station 3 Plattsville respond to the fire area with the intent of relieving Wilmot. The Blandford-Blenheim Fire Chief or the Designate shall determine when to assume command, control and responsibility for the incident in collaboration with the Wilmot incident commander.
5. Wilmot, upon receipt of a non-emergency complaint and/or request in the fire area, will have Wilmot Dispatch notify Blandford-Blenheim Dispatch of such complaint

and/or request, and Blandford-Blenheim Dispatch shall notify the Blandford-Blenheim Fire Chief or Designate.

6. Should the Wilmot fire chief, or designate, require assistance, or believe assistance may be required, by way of additional apparatus, or equipment, in addition to that provided by Section 2 above at an occurrence in the fire area, such assistance shall be summoned under provisions of the fire protection agreement between the Wilmot and Blandford-Blenheim. Should the fire chief, or designate, require assistance, or believe assistance may be required, by way of personnel, apparatus, or equipment, in addition to that provided by Wilmot the fire chief may invoke the applicable provisions of the (County, District or Regional) Mutual Aid Plan.
7. The Wilmot fire chief, or designate, shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area.
8. The Wilmot fire chief, or designate, shall report to Blandford-Blenheim by the tenth (10th) day of each month, all occurrences in the fire area to which the Wilmot Fire Department has responded in the prior month.
9. Blandford-Blenheim agrees to identify all streets and roads in the fire area by having them clearly marked at all intersections.
10. Blandford-Blenheim agrees save harmless Wilmot and the Wilmot Fire Department in the event of any damage to a physical right-of-way which is not a municipal road.
11. Blandford-Blenheim shall be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents, and occupants of the fire area, of the procedures for reporting an emergency and of the services provided by the fire department.
12. Blandford-Blenheim warrants that one or more by-law(s) have been enacted authorizing the activities and responsibilities of the chief fire official under Schedule "C" attached to and forming part of this agreement.
13. Blandford-Blenheim shall take whatever action is appropriate and necessary to have the fire chief appointed as "Chief Fire Official" for this fire area.
14. In consideration of the fire protection services undertaken by Wilmot to be provided in the fire area, Blandford-Blenheim shall pay fees to Wilmot as set out in Schedule "B" attached hereto and forming part of this Agreement.
15. Blandford-Blenheim will pay for and maintain for its own benefit, and for Wilmot's benefit, appropriate insurance concerning the fire protection services provided by Wilmot under this Agreement, including liability and property damage insurance. Blandford-Blenheim will provide Wilmot with satisfactory confirmation of its compliance with this term, including copies of the insurance policies when requested by Wilmot. Blandford-Blenheim agrees that anyone claiming by, through, under or on behalf of Blandford-Blenheim will have no claim, right of action or right of subrogation against Wilmot based on any loss or liability insurance under the above insurance.
16. Blandford-Blenheim will fully indemnify and save Wilmot, as well as all of its officers, councillors, employees (including, but not limited to, Wilmot's Fire Chief), independent contractors and agents (collectively, "Wilmot Indemnitees"), harmless from and against any and all costs (including, but not limited to, costs resulting from orders, awards, settlements, penalties, fines, damages, expenses, interest, legal fees, disbursements and applicable taxes) incurred by any of Wilmot Indemnitees as a result of any claims, actions, causes of action, demands, complaints, applications, investigations or similar proceedings, which result from, or relate to, directly or indirectly: (i) the fire protection services provided by Wilmot to Blandford-Blenheim, and/or (ii) this Agreement.
17. Notwithstanding the preceding section, Blandford-Blenheim will not indemnify or save harmless the Wilmot Indemnitees for any such costs to the extent that they: (i) result from the negligence or intentional acts of the Wilmot Indemnitees; (ii) arise from any breach by the Wilmot Indemnitees of any provision of this Agreement; or, (iii) directly result from any act, neglect, default, or breach of applicable law, of or by any of the Wilmot Indemnitees.

18. Notwithstanding anything herein contained, no liability shall attach or accrue to Wilmot for failing to supply to Blandford-Blenheim on any occasion, or occasions, any of the fire protection services provided for in this agreement.
19. No liability shall attach or accrue to Wilmot by reason of any injury or damage sustained by personnel, apparatus, or equipment of the fire department while engaged in the provision of the fire protection services in the fire area.
20. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of sixty (60) days written notice of the proposed amendment(s).
21. So often as there may be any dispute between the parties to this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provisions of the Mutual Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reason the said arbitration cannot be conducted pursuant of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by the judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act or successor legislation.
22. In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutatis mutandis.
23. The parties hereto agree that the term of this Agreement shall be deemed to be in force and to be effective on the first day of January, 2025. This Agreement shall remain in effect until a new one is made, or until terminated by either party with a minimum of twelve (12) months' notice.

IN WITNESS WHEREOF The Corporation of the Township of Wilmot has hereunder affixed its corporate seal under the hands of its Mayor and Clerk and The Corporation of the Township of Blandford-Blenheim has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

)	The Corporation of the Township
)	of Wilmot
)	
)	Per:
)	
)	_____
)	Mayor
)	
)	
)	_____
)	Clerk
)	
)	
)	The Corporation of the Township
)	of Blandford-Blenheim
)	
)	Per:
)	
)	_____
)	Mayor
)	
)	_____
)	Clerk

SCHEDULE "A"

FIRE AREA

Attached to and forming part of

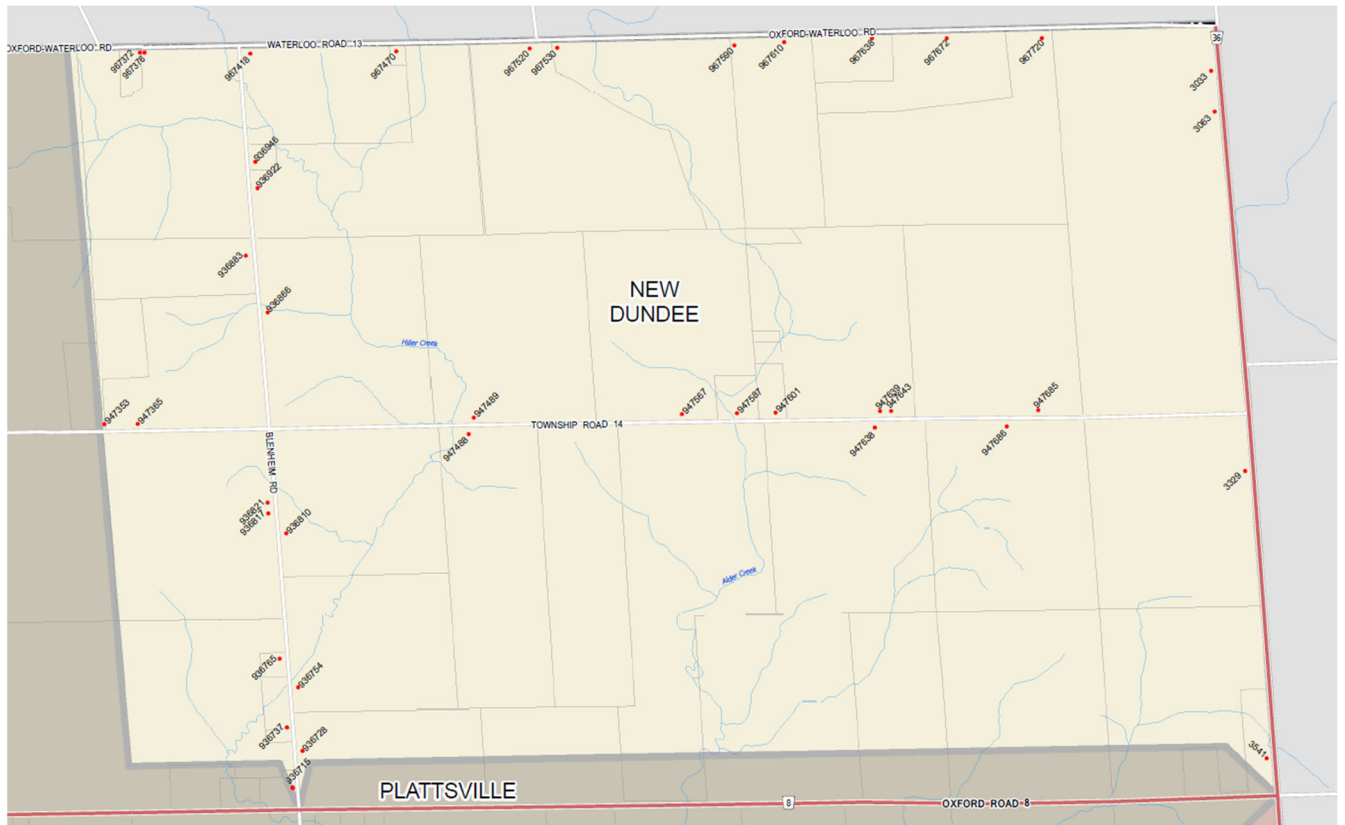
The Corporation of the Township of Wilmot and The Corporation of the Township of Blandford-Blenheim fire protection agreement

Dated: -----

The following describes the fire area of the Township for the purposes of the fire protection services agreement between the Township of Blandford-Blenheim and the Township of Wilmot.

All properties noted below

Road Name	Starting	Ending
Trussler Road	3033	3541
Blenheim Rd	936715	936946
Blandford-Blenheim Township Road 14	947488	947686
Oxford Waterloo Rd	967372	967720



SCHEDULE "B"

SERVICE FEES AND LIMITATION OF SERVICES

Attached to and forming part of

The Corporation of the Township of Wilmot and The Corporation of the Township of Blandford-Blenheim fire protection agreement

Dated: -----

Fire protection services fees payable by the Township of Blandford-Blenheim to the Township of Wilmot shall be calculated as follows:

- (1) To pay the Township of Wilmot the sum equal to the current MTO rate per fire apparatus, for the first hour or part thereof, (The hourly rate to be calculated on the basis of elapsed time from when the fire apparatus or personnel are dispatched to the fire or emergency scene to when such apparatus and personnel have returned to their station). Response to emergencies in excess of an hour shall be charged at the half hour (30 minutes) interval that the fire apparatus remains at the scene.
- (2) To pay the Township of Wilmot in addition to the fee referred to above, the invoiced costs of firefighting chemical agents supplied by the Wilmot Township Fire Department under the provisions of this agreement, provided that the said costs are not recoverable by the Township of Wilmot and provided that no charges shall be levied by the Township for chemical agents used in hand-held first aid fire extinguishers.
- (3) It shall be the responsibility of the Township of Blandford-Blenheim to provide for all non-emergency calls and fire protection services in the fire area. This shall include, without limitation, public fire safety education, Fire prevention inspections, Fire investigation, Fire cause determination services and training thereof.

SCHEDULE "C"

APPOINTMENT OF FIRE CHIEF

Attached to and forming part of

The Corporation of the Township of Wilmot and The Corporation of the Township of Blandford-Blenheim fire protection agreement

Dated: -----

The following is a by-law for the Township of Blandford-Blenheim appointing the Wilmot Fire Chief as a Chief Fire Official in the fire service area.