

3. Clarence-Rockland will supply fire apparatus and personnel and will respond to occurrences in the fire area of The Nation as though the occurrence was within Clarence-Rockland and as defined as responses identified in the Clarence-Rockland Establishing and Regulating by-law.
4. Should the fire chief of the fire department, or designate, determine that the occurrence will elapse a two-hour period of time or require assistance from The Nation fire department to take over the scene to ensure coverage for Clarence-Rockland he or she shall notify the dispatching service of The Nation and The Nation fire department will be dispatched to assist and relieve the Clarence-Rockland fire department.
5. Notwithstanding Section 3 above, the fire chief or designate may, at his or her discretion, refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Clarence-Rockland or elsewhere. Similarly, the fire chief or designate may, at his or her discretion, order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief or designate will notify the dispatching service of the fire department of The Nation.

In addition, in no event shall the fire department of Clarence-Rockland be obliged to furnish fire protection services to the fire area of The Nation in the case of a fire, medical call or false alarm, if by reason of the presence of snow or ice, or from any other cause, the road(s) leading to the place of the alarm are in an impassable or dangerous condition or in such condition as to involve risk of accident to the personnel or apparatus of the fire department.

6. The 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 of The Nation, until such time that The Nation fire department arrives, at which time the fire scene shall be turned over to The Nation fire department.
7. The fire chief or designate of the fire department shall report to The Nation all occurrences in the fire area to which the fire department has responded within 24 hours of the occurrence.
8. The Nation agrees to provide a map of the fire area, upon execution and prior to this Agreement taking into full effect, clearly indicating all readily accessible static sources of water available for firefighting operations. Should changes be made to the availability of static sources of water, The Nation agrees to advise Clarence-Rockland immediately.
9. The Nation agrees to maintain all street and road signs in the fire area identifiable by having them clearly marked at all intersections.
10. The Nation agrees to identify all bridges in the fire area, upon execution and prior to this Agreement taking into full effect, as to weight limits and advise of alternate routes for fire apparatus. Any such bridges, so identified, will either limit or exclude fire protection services where the uses of any bridge(s) are required by fire apparatus. Should changes be made to this matter The Nation agrees to advise Clarence-Rockland immediately.
11. The Nation shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and/or occupants within the fire area of the procedures for reporting an emergency and of the services provided by the fire department.
12. The Clarence-Rockland Fire Chief or designate of the fire department is to be recognized as the Fire Chief of the fire area while responding to a fire call until such time he or she is relieved by the fire department of The Nation.
13. In consideration of the fire protection services undertaken by Clarence-Rockland to the fire area, The Nation shall pay fees to Clarence-Rockland as set out in Schedule B attached and forming part of this Agreement.

- a. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that it has subsequently been determined that the fire was outside the fire area, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per Schedule B - section 1, attached to and forming part of this Agreement.
 - b. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that the accident or fire call is called off by dispatch as a false alarm or otherwise the fire or accident scene cannot be determined, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per schedule B – section 2 attached to and forming part of this Agreement.
 - c. If the equipment used by Clarence-Rockland for an occurrence in the Fire Area is damaged as a result of its use in the provision of Fire Suppression Services in the Fire Area (note that equipment that have reached the end of their lifecycle are excluded from the intent of this article), Clarence-Rockland will have the equipment repaired and/or replaced and Clarence-Rockland will invoice The Nation for the amount of the repair and/or replacement and The Nation will pay such amount to Clarence-Rockland within thirty (30) days of receipt of the invoice;
 - d. If materials are used by Clarence-Rockland for an Occurrence in the Fire Area while providing Fire Suppression Services in the Fire Area, the materials so used will be invoiced at cost by Clarence-Rockland to The Nation and The Nation will pay this invoice within thirty (30) days of receipt of the invoice;
14. Notwithstanding anything herein contained, no liability shall attach or accrue to Clarence-Rockland for providing fire protection services or failing or refusing to supply fire protection services to the fire area of The Nation on any occasion or occasions.
 15. 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 thirty (30) days written notice of the proposed amendment(s).
 16. Should there be any dispute between the parties with respect to any matter contained in this Agreement, including but not limited to the interpretation of the Agreement, the same shall be submitted for arbitration under the provisions of the *Municipal Arbitrations Act, Chapter M.48, R.S.O. 1990* 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 to the provisions of the *Municipal Arbitrations Act* then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, Chapter 17, R.S.O. 1991* or pursuant to any successor legislation.
 17. 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.
 18. This Agreement shall be in force for a period of five (5) years commencing on the date of execution, subject to terms and conditions for full effect of the Agreement, and shall be automatically renewed from year to year thereafter unless, in any year of renewal, either party gives notice to the other party within thirty (30) days of the date of expiry of its intention not to renew the Agreement.
 19. Notwithstanding Section 18 of this Agreement, the same may be terminated at any time prior to an expiry date by either party providing written notice to the other party not less than three (3) months prior to the desired termination date.
 20. Notwithstanding any of the provisions of this Agreement, fire protection services for the designated area will only commence upon written notification by the Fire Chief of the Clarence-Rockland Fire Department to The Nation as to the effective date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

SIGNED, SEALED and EXECUTED
this ___ day of _____ 2024

Corporate Seal

**(THE CORPORATION OF THE
NATION
MUNICIPALITY**

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(Mayor
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Clerk

**(THE CORPORATION OF THE
CITY OF CLARENCE-
ROCKLAND**

Corporate Seal

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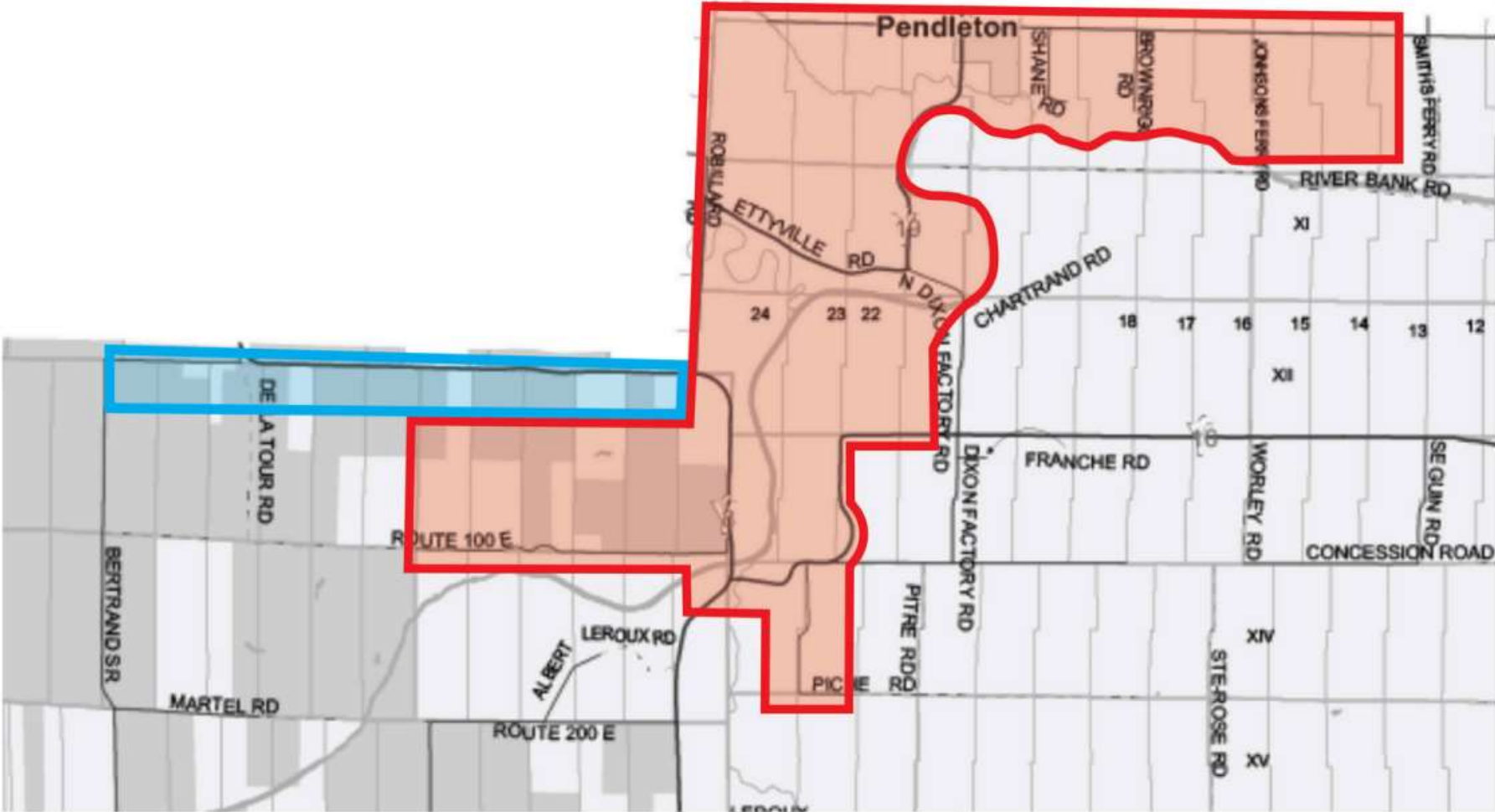
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FIRE AREA - SECTION 2 OF THE AGREEMENT

The following describes the fire area of The Nation for the purpose of the Agreement between The Nation and Clarence-Rockland:

- a) The area to be covered for the purpose of fire protection services is described as follows:
- *County road 8 North of County road 16 to the intersection of Clarence-Cambridge Boundary Rd.*
 - *A section of Clarence-Cambridge Boundary Rd. between County Road 8 and Bertrand Side Rd.*
 - *Robillard road.*
 - *County Road 19 (Ettyville Rd) up to Concession 10 (Pendleton)*
 - *Route 100 East.*
 - *Concession road 10 from Cobbs Lake creek to Concession road 11 (Westminster)*
 - *County road 16 from County road 8 to Dixon Factory road*
 - *West side of North Dixon Factory road*
 - *Piche road up to Dicaire road*
 - *Sector as shown on map.*
 - *Sector 1-A*
 - *Sector 1-B*
 - *Sector 1-C*
- b) The attached map, being also part of Schedule "A" and forming part of this Agreement, delineates in blue and red the fire area and should a conflict exists between the attached map and Section a) of Schedule "A" of this Agreement, the attach map shall prevail for the purpose of establishing the fire area.

Schedule A - Automatic Aid Agreement
The Nation Municipality / City of Clarence-Rockland



FEE STRUCTURE

SECTION 1: For fire and vehicle responses where scene is readily found and/or medical first response in the fire area as per article 13.

- a) The fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 559.86\$ as for MTO rate, for the first hour per piece of equipment responded to the fire area;
 - ii) 279.93\$ for each half hour, as to MTO rate

Note that the hourly amount will increase as determined by MTO on a yearly basis.

SECTION 2: For fire and vehicle responses where scene is not found (false alarms).

- a) For calls that are called off by dispatch or otherwise the fire or accident scene cannot be determined, the fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 279.93\$ for the first hour or part thereof per piece of equipment responded to the fire area.