

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 25-1822

Being a By-law to authorize the execution of agreements for emergency and fire response outside the municipal boundaries of the Municipality of Temagami.

WHEREAS

1. Section 8 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides municipalities with broad authority to govern their affairs and respond to municipal issues; and
2. Section 20 of the *Municipal Act, 2001* authorizes a municipality to enter into agreements with persons or entities to provide services; and
3. Section 2(6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4 permits municipalities to provide fire protection services beyond their own boundaries subject to agreement; and
4. Council of the Corporation of the Municipality of Temagami deems it desirable and necessary to authorize agreements with non-resident property owners within the Marten River Fire Department's response area to permit the provision of emergency and fire services by the Municipality's Fire Department.

NOW THEREFORE

The Council of the Corporation of the Municipality of Temagami enacts as follows:

1. Authorization

- 1.1. The Mayor and Clerk are hereby authorized to execute agreements, substantially in the form attached hereto as Schedule "A" and forming part of this By-law, with non-

resident property owners located outside the municipal boundaries but within the established response area of the Marten River Fire Department.

1.2. The agreements shall permit the provision of emergency response services by the Marten River Fire Department, and supporting response from the Temagami Fire Hall if required.

2. Fees and Cost Recovery

2.1. Fees, charges, and cost recovery shall comply with the Municipality's most recent User Fees By-law. The annual fee constitutes a retainer to secure reduced rates.

2.2. Cost recovery shall follow these principles:

2.2.1. The Municipality shall pursue third-party insurance recoveries, where applicable (e.g., structure fires), through a designated cost recovery agent in accordance with the Municipality's most recent User Fees By-law. Property owners shall cooperate with the Municipality or its agent as needed to facilitate recovery.

2.2.2. Any remaining charges, including hourly vehicle rates, shall be waived only if the annual fee has been paid in full by the due date. If the annual fee is unpaid, or if cost recovery is not achieved through insurance, the Municipality may invoice the property owner directly in accordance with the Municipality's most recent User Fees By-law.

3. Renewal and Termination

3.1. Agreements may renew automatically on an annual basis upon receipt of the full annual fee by the due date.

3.2. If the annual fee is unpaid, the agreement terminates automatically. Future services may only be provided at highway response rates (defined in the Municipality's most recent User Fees By-law) pursuant to a signed addendum to this Agreement.

3.3. Either party may terminate the agreement with six (6) months' written notice.

3.4. Any addendum to allow for post-termination services must be in writing, executed by both parties, and attached to the original agreement.

4. Supremacy of Agreement

4.1. This Agreement and By-law No. 25-1822 shall take precedence over and supersede all prior agreements, memoranda of understanding, informal service arrangements, or by-law provisions related to emergency and fire response services outside municipal boundaries. In the event of any conflict or inconsistency, the terms of this Agreement and By-law shall govern.

5. Clerical Amendments

The Clerk of the Municipality of Temagami is authorized to make minor corrections to this by-law after its passage. These corrections are limited to grammatical or typographical errors and must not alter the intent, substance, roles, responsibilities, or procedural requirements outlined in this by-law.

6. Effective Date

This by-law comes into effect on the date of final passing.

FINAL PASSING

Taken as read a first, second, and third time, and finally passed this 8th day of May, 2025.

Mayor: _____

Clerk: _____

Schedule A - By-Law 1822

Agreement for Emergency and Fire Response Outside the Municipality of Temagami Boundaries

THIS AGREEMENT made this ____ day of _____, 20,

BETWEEN:

("Property Owner")

[Full Legal Name(s)] the Non-Resident Property Owner(s)

AND

The Corporation of the Municipality of Temagami

(hereinafter referred to as the "Municipality")

IN RESPECT OF the property located at:

which lies outside the municipal boundaries of the Municipality of Temagami, but within the established response area of the Marten River Fire Department.

WHEREAS the **parties** wish to enter into an agreement pursuant to By-Law No. 25-1822, authorizing the provision of emergency and fire services by the Municipality to the non-resident Property Owner;

NOW THEREFORE the parties agree as follows:

1. Responsibilities of the Property Owner

1.1. The Property Owner hereby expressly authorizes the Fire Department(s) of the Municipality of Temagami to enter upon the property described in this Agreement for the purposes of responding to any fire, emergency, or related incident.

1.2. The Property Owner acknowledges and accepts that the Municipality's Fire Department(s) operate as volunteer services with a large geographic response area. As such, emergency

response may be delayed and/or limited depending on the number of available personnel, the nature of the emergency, and the availability of equipment or other resources at the time of response.

1.3. The Property Owner acknowledges and agrees that the Municipality and/or its Fire Department(s) may seek Third Party Cost Recovery for insured perils, including but not limited to structure fires, in accordance with the Municipality's most recent User Fee By-law.

1.4. The Property Owner understands and agrees that failure to pay the required annual fee by the applicable due date shall result in the automatic termination of this Agreement. Following such termination, the Municipality may, at its discretion, continue to provide emergency response services for a period of up to one (1) year, and all such services shall be billed at the full-cost highway response rates in accordance with the Municipality's most recent User Fee By-law.

1.5. The Property Owner acknowledges that the provision of emergency services under this Agreement does not constitute assistance in achieving or maintaining compliance with the Ontario Fire Code and shall not be interpreted as a substitute for any statutory obligations thereunder.

2. Responsibilities of the Municipality

2.1. Upon receipt of a duly signed Agreement and payment of the required annual fee, the Municipality shall, subject to availability, provide the following emergency response services:

2.1.1. Primary emergency response originating from the Marten River Fire Hall, consisting of up to two (2) fire service vehicles and such available volunteer firefighters as can be dispatched at the time of response; and

2.1.2. Secondary support, as required and as available, from the Temagami Fire Hall, consisting of one (1) fire service vehicle and a limited number of available firefighters to assist the Marten River Fire Department.

2.2. Once any applicable third-party cost recovery has been applied in accordance with the Municipality's most recent User Fee By-law, the Municipality shall waive any remaining charges

for the full hourly vehicle rates, provided that the annual fee has been paid in full by the prescribed due date.

2.3. This Agreement may be automatically renewed on an annual basis, contingent upon the Municipality's receipt of full payment of the annual fee on or before the due date established in the Municipality's User Fee By-law.

2.4. In the event that the annual fee is not received by the due date:

2.4.1. This Agreement shall be deemed automatically terminated without further notice to the Property Owner; and

2.4.2. The Municipality may, at its sole discretion, continue to provide emergency response services for a period not exceeding one (1) year following termination. Any such services shall be billed to the Property Owner at the full-cost highway response rates as prescribed in the Municipality's current User Fee By-law, and shall only be provided upon execution of an Addendum to this Agreement, in a form approved by the Municipality, acknowledging the revised rates and terms.

2.5. The Municipality shall report any observed violations of the Ontario Fire Code encountered during emergency response operations to the Office of the Fire Marshal (OFM). The Municipality shall not assume enforcement responsibilities under the Fire Code for properties located outside its municipal boundaries.

2.6. The Municipality shall not provide services under this Agreement for the purpose of assisting the Property Owner in achieving or demonstrating compliance with the Ontario Fire Code or any other regulatory or inspection standard.

3. Term and Termination

3.1. This agreement remains in effect and renews annually upon timely payment. Notwithstanding automatic renewal, the Municipality reserves the right to require the execution of a new agreement prior to or as a condition of renewal.

3.2. Either party may terminate with six (6) months' written notice.

3.3. The Municipality may require execution of an updated agreement or suspend service.

3.4. Post-Termination Services – No services shall be provided after termination unless:

3.4.1. The Property Owner signs a written addendum acknowledging the applicability of highway response rates and other revised terms;

3.4.2. The addendum is executed by both parties and attached to this Agreement.

4. Legal and General Provisions

4.1. Emergency services are provided on a best-efforts basis. The Municipality makes no guarantee regarding response times or the availability of personnel or equipment.

4.2. The Property Owner shall indemnify and hold harmless the Municipality, its officials, officers, employees, and volunteers from any and all claims (including third-party claims), liabilities, damages, or costs arising from the provision of services under this Agreement.

4.3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

4.4. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

4.5. This Agreement is entered into pursuant to and forms part of By-law No. 25-1822. In the event of any inconsistency between this Agreement and other municipal agreements or by-laws, the terms of By-law No. 25-1822 and this Agreement shall govern.

5. Execution

Executed this ____ day of _____, 20

PROPERTY OWNER(S):

Mailing Address: _____

Phone Number: _____

Email Address: _____

Signature(s): _____

Print Name(s): _____

WITNESS:

Signature: _____

Print Name: _____

FOR THE MUNICIPALITY:

Signature: _____

Name: _____

Title: _____

Date: _____

6. General Addendum Clause

Any addendum to this Agreement, including for post-termination service, must be executed in writing and attached hereto.

7. Addendum to Agreement for Post-Termination Services

This Addendum is made this ____ day of _____, 20, pursuant to Section 3.4 of Schedule "A" to By-law No. 25-1822.

BETWEEN:

Property Owner(s): _____

AND

The Corporation of the Municipality of Temagami

The Property Owner acknowledges the Agreement has terminated due to non-payment of the annual fee.

The Property Owner agrees to pay highway response rates for services post-termination.

This Addendum remains in effect for one (1) year from termination date.

Signed:

Property Owner: _____

Municipal Representative: _____

Date: _____