

THE CORPORATION OF  
THE TOWNSHIP OF THE ARCHIPELAGO

BY-LAW NO. 2022- 10

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Being a By-law to authorize the execution of an Agreement for  
Fire Protection Services (Blackstone Lake Area) between the  
Township of Seguin and the Township of The Archipelago

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**WHEREAS** pursuant to *the Municipal Act, 2001*, S.O. 2001, c.25, sec. 9, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** pursuant to *the Municipal Act, 2001*, S.O. 2001, c.25, sec. 19, a municipality may provide a service in an area in another municipality if the other municipality is a single-tier municipality and the service is provided with its consent;

**AND WHEREAS** the Blackstone Lake Cottagers Association conducted a survey of ratepayers on Blackstone Lake regarding a proposal for Fire Protection Services to be provided by the Corporation of the Township of Seguin for an annual fee;

**AND WHEREAS** the Blackstone Lake Cottagers Association presented the results of the survey to Council on January 17, 2013, indicating that the majority of the participants were in favour of Fire Protection Services to be provided by the Township of Seguin for an annual fee;

**AND WHEREAS** the agreement adopted by By-Law No. 2017-05 expires on March 31, 2022;

**AND WHEREAS** the Corporation of the Township of Seguin has agreed to extend the Fire Protection Services Agreement for the Blackstone Lake Area;

**NOW THEREFORE BE IT ENACTED** as a By-law of the Council of the Corporation of the Township of The Archipelago as follows:

1. That the Reeve and the Clerk be and are hereby authorized to execute and affix the Corporate Seal to a Fire Protection Agreement, attached hereto as Schedule "A" between the Corporation of the Township of Seguin and the Corporation of the Township of The Archipelago, for the period commencing April 1<sup>st</sup>, 2022 and expiring on March 31<sup>st</sup>, 2027; and
2. That this By-law shall come into force and take effect on the day of the final passing thereof.

**READ and FINALLY PASSED in OPEN COUNCIL this 22nd day of April, 2022.**

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**

  
Bert Liverance, Reeve

  
Bryann Martin, Clerk



**FIRE PROTECTION AGREEMENT BETWEEN**

dated this 4<sup>th</sup> day of April, 2022

**THE CORPORATION OF THE TOWNSHIP OF THE ARCHIPELAGO**  
(hereinafter called "**THE ARCHIPELAGO**")

AND

**THE CORPORATION OF THE TOWNSHIP OF SEGUIN**  
(hereinafter called "**SEGUIN**")

WHEREAS By-laws have duly enacted by the Corporate parties here to respectively, pursuant to the provisions of Section 2(5) of the *Fire Protection and Prevention Act, 1997* to enter into agreement between the said parties to provide complete provision of Fire Protection Services within the described Fire Area (as hereinafter described) of THE ARCHIPELAGO.

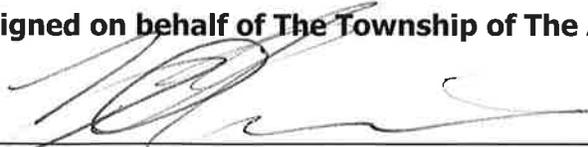
NOW, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this Agreement,
  - a. "**Fire Department**" means the Township of Seguin
  - b. "**Fire Chief**" means Chief of the Seguin Fire Department,
  - c. "**Designate**" means a person who, in the absence of the Fire Chief has the same powers and authority as the Fire Chief,
  - d. "**Fire Area**" means all the area(s) of the Township of The Archipelago, as identified in Appendix II of this Agreement,
  - e. "**Fire Protection Services**" means and includes only the following:
    1. Structural Fire Suppression, based on available Apparatus and Personnel.
2. Subject to the terms, conditions and any limitations/exclusions that may be set out in this agreement, Seguin will supply "Fire Protection Services" for The Archipelago in the "Fire Area".
3. The "Fire Protection Services" provided under this Agreement shall be authorized for the complete termination of the emergency, including reporting, and the "Fire Chief" or "Designate" shall be in charge of all operations including arranging for additional assistance that may be required.

4. Notwithstanding Paragraphs 2 and 3, the "Fire Department" will not perform "Fire Protection Services" in the case of grass, brush or forest fires, except to protect a structure from a grass, brush or forest fire. In the case of a grass, brush or forest fires the "Fire Chief" or "Designate" will immediately notify the Ministry of Natural Resources.
5. The "Fire Chief" or "Designate" may refuse to supply "Fire Protection Services" in the "Fire Area" if the personnel, apparatus and equipment are required in the Township of Seguin or by Mutual Aid participants. While the Township of Seguin is a priority call for the Seguin Fire Department the "Fire Chief" or "Designate" will allocate equipment and fire fighters in the most efficient fashion to fight multiple fires.
6. The Archipelago will be responsible for 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 service provided by the "Fire Department".
7. Notwithstanding anything contained herein,
  - a. No liability shall attach or accrue to The Archipelago by reason of any injury or damage sustained by the personnel, apparatus or equipment of the "Fire Department" while engaged in the provision of "Fire Protection Services" in the "Fire Area".
  - b. No liability shall attach or accrue to the "Fire Department" for failing to supply any of the "Fire Protection Services" in the "Fire Area" during such times as fire personnel and equipment from Seguin Station 10 or Seguin Station 40 are otherwise engaged in emergency response activities or are unavailable for any reason.
8. The "Fire Department" resources allocated to this agreement shall be the full complement of available Seguin Station 10 personnel and equipment (Appendix I) and additional personnel as deemed necessary by the "Fire Chief" from Seguin Station 40. The tactics used by the "Fire Department" shall be determined at the sole discretion of the "Fire Chief" or "Designate" operating under the Standard Operational Guidelines of the Seguin Fire Department.
9. This Agreement shall be in force for a period of five (5) years commencing on April 1<sup>st</sup> 2022 and expiring on March 31<sup>st</sup> 2027.

10. Notwithstanding Section 9, This Agreement may be terminated provided that six months written notice is provided to the other party.
  - a. The fee payable to the Township of Seguin by the Township of The Archipelago for "Fire Protection Services" shall be \$236.00 annually per property, with a structure on it that falls within the "Fire Area" (listed in Appendix II) payable semi-annually, due in conjunction with the Township of The Archipelago tax bill for the current year. Where this agreement terminated, the annual payment in the year the termination is effective, shall be refunded. Such refund shall represent an amount equivalent to that portion of the year during which the "Fire Department" no longer provides services under the agreement (i.e. a partial or prorated refund).
  - b. The "Fire Department will supply The Archipelago with a detailed report on all responses to the "Fire Area". The report shall include the following:
    - i. Time call received
    - ii. Name and civic address of caller
    - iii. Time units leaving the hall
    - iv. Time units on scene
    - v. Name Incident Commander
    - vi. Time situation Under Control
    - vii. Time of Loss Stopped
    - viii. Time Units leaving the scene
    - ix. Time Back in Service

Signed on behalf of The Township of The Archipelago

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Clerk

Signed on behalf of The Township of Seguin

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

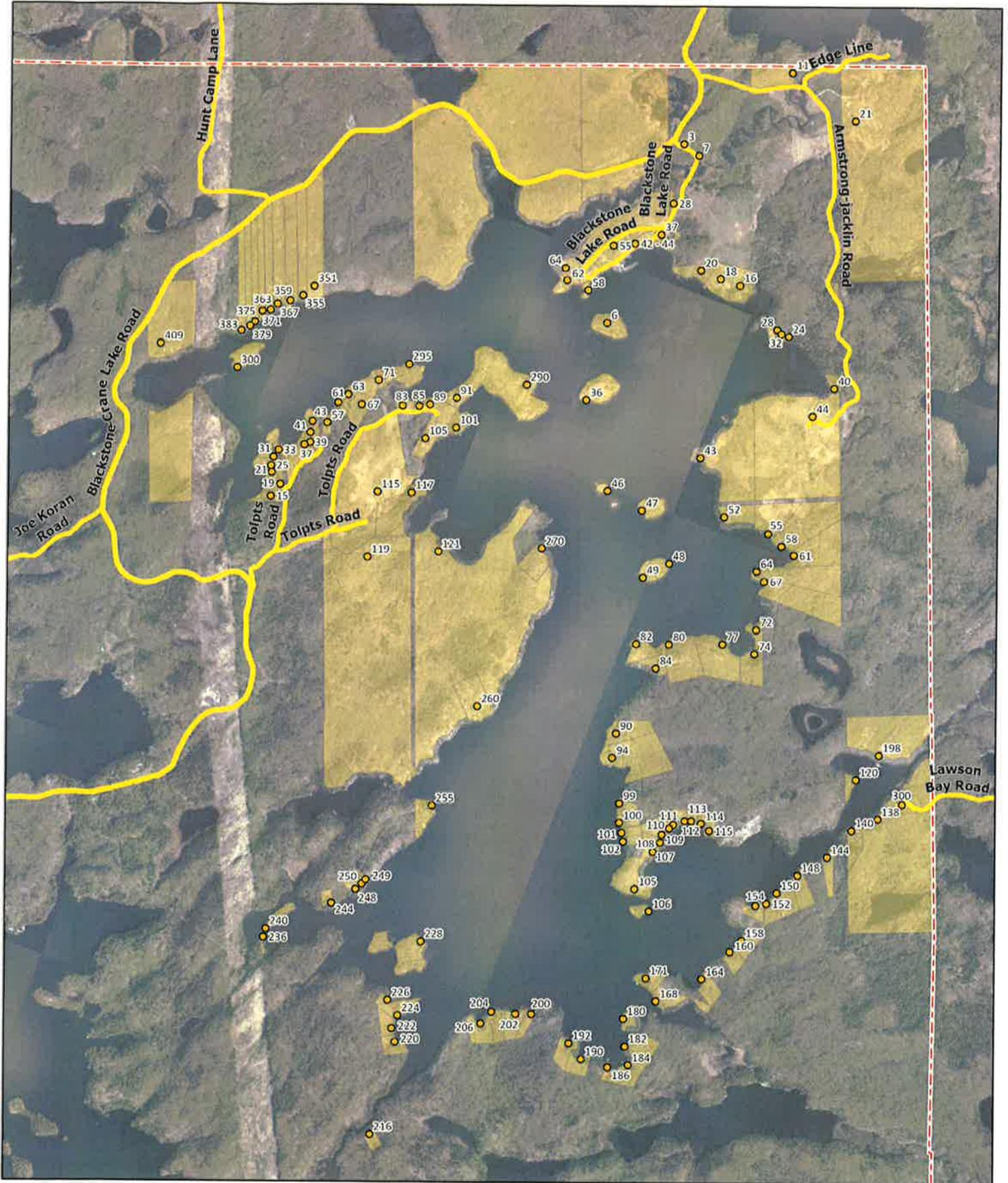


## **APPENDIX I**

### **STATION 10 EQUIPMENT**

- 2 Triple Combination Pumper/Tankers
- 1 Heavy Rescue Vehicle
- 1 Wildland Utility Vehicle
- 1 Trailered Rescue/Fire Boat (seasonally available)
- 1 Trailered Airboat (seasonally available)
- 1 Trailered Tracked ATV with Rescue Trailer

APPENDIX II  
Fire Response - Archipelago Properties



133 Archipelago properties identified for response coverage



0 0.25 0.5 1 Kilometers

## APPENDIX II CONT'D

CIVIC ADDRESS	MUNICIPALITY	ROLL NUMBER
158 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206320000
160 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206322000
164 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206326000
168 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206330000
171 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206332000
180 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206338000
182 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206340000
184 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206342000
186 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206344000
190 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206348000
192 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206350000
200 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206358000
202 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206360000
204 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206362000
206 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206605000
216 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206701000
220 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206702000
222 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206703000
224 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206704000
226 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206705000
228 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206706000
236 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000206801000
138 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301000000
300 LAWSON BAY ROAD	THE ARCHIPELAGO	490509000301001000
120 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301050000
198 LAWSON BAY ROAD	THE ARCHIPELAGO	490509000301075000
140 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301120000
144 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301124000
148 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301128000
150 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301130000
152 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301132000
154 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301134000
101 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301202000
102 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301203000
108 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301204000
109 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301205000
110 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301206000
111 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301207000
112 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301208000
113 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301209000
114 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301210000
115 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301211000
105 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301212000
100 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301213000
99 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301214000
94 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301216000
90 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301217000
106 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301218000
107 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301222000
255 BLACKSTONE LAKE # WATER	THE ARCHIPELAGO	490509000301300000
250 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	490509000301401000

249 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003014020000
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82 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003027060000
84 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003027070000
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48 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003027090000
49 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003027100000
121 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003028000000
260 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003028020000
270 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003028500000
119 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003029000000
44 ARMSTRONG-JACKLIN ROAD	THE ARCHIPELAGO	4905090003041000000
43 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003041010000
28 ARMSTRONG-JACKLIN ROAD	THE ARCHIPELAGO	4905090003041020000
24 ARMSTRONG-JACKLIN ROAD	THE ARCHIPELAGO	4905090003041030000
40 ARMSTRONG-JACKLIN ROAD	THE ARCHIPELAGO	4905090003041040000
46 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003041050000
32 ARMSTRONG-JACKLIN ROAD	THE ARCHIPELAGO	4905090003041200000
101 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042010000
91 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042020000
295 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003042030000
85 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042040000
89 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042060000
105 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042080000
290 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003042090000
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6 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003042110000
83 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042120000
117 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003042150000
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15 TOLPT'S ROAD	THE ARCHIPELAGO	4905090003044000000
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300 BLACKSTONE LAKE WATER	THE ARCHIPELAGO	4905090003061100000
409 BLACKSTONE-CRANE LAKE ROAD	THE ARCHIPELAGO	4905090006017000000