

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

BY-LAW NO. 2011- 24

Being a by-law to authorize the Mayor and CAO  
to execute fire protection agreements between the  
Corporation and various Lessees.

WHEREAS the Council of the Corporation of the Township of Chapleau deems it  
advisable to enter into fire protection agreements with various Lessees; AND

WHEREAS Paragraph 1, Section 207 of the Municipal Act R.S.O. 1990, Chapter  
M.45 provides that municipalities shall be permitted to enter into Fire Protection Services  
Agreements with any other municipality or person upon such terms and conditions and  
for such consideration as may be agreed;

NOW THEREFORE the Council of the Corporation of the Township of Chapleau  
ENACTS AS FOLLOWS:

1. That the Mayor and CAO of the Corporation of the Township of Chapleau be and  
they are hereby authorized to execute lease agreements between the Corporation  
and Northern Renewable Energy, Niska North, Tembec, Brunswick House First  
Nation, Chapleau Ojibwe First Nation, Chapleau Cree First Nation, Northern  
Haul Contracting, John Theriault Air Ltd., Sylvester Trucking, Mulligan's Bay  
Road Development Association Inc., Old Fort Road Association Inc., Martin  
Road Property Owners Association, and the Pine Park Trailer Park Chapleau Lake  
Residents Association Inc.
2. That the above mentioned lease agreements shall appear as Schedules A – M to  
this by-law and form part of it.
3. That this By-law shall come into force and take effect on the 12th day of  
September 2011.

READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED this 12<sup>th</sup> day of  
September 2011.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO

Schedule "A"  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU.

hereinafter called the "Corporation"  
OF THE FIRST PART  
- and -

Northern Renewable Energy, Ontario 2214014 Ontario Inc.

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said Northern Renewable Energy.

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by Northern Renewable Energy and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to Northern Renewable Energy.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.
7.
  - a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate.

- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1st, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
  
- 8. The company agrees to pay the Township for fire protection services within the fire area on the following basis:
  - \$ 999.61 for the year 2011.
  
  - Payments for the years 2012, 2013 and 2014 will be calculated in the same manner as the year 2011 and payable within thirty days of receipt of invoice.
  
- 9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule "B"  
to By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU,

hereinafter called the "Corporation"  
OF THE FIRST PART

- and -

Niska North

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said Niska North:

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by the Niska North and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to Niska North.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.
7.
  - a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate.

- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1st, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
- 8. The company agrees to pay the Township for fire protection services within the fire area on the following basis:
  - \$1,759.05 for the year 2011.
  - Payments for the years 2012, 2013 and 2014 will be calculated in the same manner as the year 2011, and payable within thirty days of receipt of invoice.
- 9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule "C"  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU.

hereinafter called the "Corporation"  
OF THE FIRST PART  
- and -

Tembec

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said Tembec.

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by the Tembec and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to Tembec.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.
7.
  - a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate

- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1st, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
  
- 8. The company agrees to pay the Township for fire protection services within the fire area on the following basis:
  - Saw Mill and Planer Facility - \$4,602.73 for the year 2011.
  - Chapleau Co-Generation - \$1,116.27 for the year 2011.

Payments for the years 2012, 2013 and 2014 will be calculated in the same manner as the year 2011, and payable within thirty days of receipt of invoice.
  
- 9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule "D"  
By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the "Township")  
OF THE FIRST PART

- and -

RESERVE 76B KNOWN AS THE BRUNSWICK HOUSE FIRST NATION

(hereinafter called the "First Nation")  
OF THE SECOND PART

WHEREAS:

1. The Council of the Township of Chapleau desires to provide fire protection to the First Nation; and
2. The Council for the First Nation has requested that the Township answer alarms from the First Nation;

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:

1. The Township agrees that the Fire Department shall answer fire alarms from the First Nation provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department's vehicles.
2. The general rule is that one water tanker will respond to an alarm from the First Nation. However when it is determined by the Fire Department that a different response is necessary it will be sent subject to availability.
3. The First Nation covenants and agrees to pay the Township on the following basis:
  - (a) For 75% of the total annual per capita cost as calculated on Appendix "1" of this agreement.
  - (b) For the purposes of this Agreement, the per capita costs of operating the Chapleau Fire Department shall be calculated by taking the budgeted Fire Department Operating Costs plus pro-rated overhead cost of general government for the year immediately preceding the year of which the calculation is being made divided by the population of the Township. (See Appendix "1" attached for the calculation). A similar calculation will be compiled by the Township for the year 2012, 2013 and 2014.
  - (c) For the purposes of this Agreement, the population calculations shall be based on the population of the Township as supplied by the Regional Assessment office of the year immediately preceding the year for which the calculation is being made and for First Nation, the on-reserve population figure as supplied by the First Nation for the preceding year.
  - (d) That Appendix "1" attached hereto shall be reviewed and revised on or before June 1st of each year to reflect the per capita cost and population fluctuations.
  - (e) The term of this agreement shall be from January 1st, 2011 to December 31st, 2014.
4. In addition to the costs as calculated above, the First Nation covenants and agrees to pay the Township for alarms answered on the First Nation property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The First Nation will pay for any foam chemical used for liquid type fires.
5.
  - (a) Payments under Section 3 shall be made payable to the Township of Chapleau upon execution of this agreement.
  - (b) Payments under Section 4 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.
  - (c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.



- (d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services;
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 6. (a) The First Nation will at all times indemnify and hold harmless the Township 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 the First Nation under the provisions of this agreement, save and except any negligence on the part of the Township of Chapleau.
- (b) The First Nation agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 7. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- (b) Unless terminated earlier in accordance with clause 7(a) this agreement shall terminate on December 31, 2014. If the First Nation wants to extend the agreement beyond that date, the First Nation shall give at least 90 days notice of its intention to renegotiate a new agreement. The parties acknowledge that any such renegotiation shall be in accordance with the terms of the earlier correspondence between the parties regarding the progressive increase in fees to be charged.
- 8. Both parties hereto agree to work together to put in place a fire prevention program on the First Nation Reserve.
- 9. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 10. This Agreement shall not be enforced or bind any of the parties hereto until executed by all the parties named herein.
- 11. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 12. No member of the House of Commons shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
The Council for Reserve  
76B, Brunswick House First Nation

Schedule "E"  
By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the "Township")  
OF THE FIRST PART

- and -

THE CHAPLEAU OJIBWE BAND 74A

(hereinafter called the "First Nation")  
OF THE SECOND PART

WHEREAS:

1. The Council of the Township of Chapleau desires to provide fire protection to the First Nation; and
2. The Council for the First Nation has requested that the Township answer alarms from the First Nation;

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:

1. The Township agrees that the Fire Department shall answer fire alarms from the First Nation provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department's vehicles.
2. The general rule is that one water tanker will respond to an alarm from the First Nation. However when it is determined by the Fire Department that a different response is necessary it will be sent subject to availability.
3. The First Nation covenants and agrees to pay the Township on the following basis:
  - (a) For 75% of the total annual per capita cost as calculated on Appendix "1" of this agreement.
  - (b) For the purposes of this Agreement, the per capita costs of operating the Chapleau Fire Department shall be calculated by taking the budget Fire Department Operating Costs plus pro-rated overhead cost of general government for the year immediately preceding the year of which the calculation is being made divided by the population of the Township. (See Appendix "1" attached for the calculation). A similar calculation will be compiled by the Township for the year 2012, 2013 and 2014.
  - (c) For the purposes of this Agreement, the population calculations shall be based on the population of the Township as supplied by the Regional Assessment office of the year immediately preceding the year for which the calculation is being made and for First Nation, the on-reserve population figure as supplied by the First Nation for the preceding year.
  - (d) That Appendix "1" attached hereto shall be reviewed and revised on or before June 1st of each year to reflect the per capita cost and population fluctuations.
  - (e) The term of this agreement shall be from January 1st, 2011 to December 31st, 2014.
4. In addition to the costs as calculated above, the First Nation covenants and agrees to pay the Township for alarms answered on the First Nation property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The First Nation will pay for any foam chemical used for liquid type fires.
5.
  - (a) Payments under Section 3 shall be made payable to the Township of Chapleau upon execution of this agreement.
  - (b) Payments under Section 4 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.
  - (c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.

- (d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services;
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 6. (a) The First Nation will at all times indemnify and hold harmless the Township 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 the First Nation under the provisions of this agreement, save and except any negligence on the part of the Township of Chapleau.
- (b) The First Nation agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 7. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- (b) Unless terminated earlier in accordance with clause 7(a) this agreement shall terminate on December 31, 2014. If the First Nation wants to extend the agreement beyond that date, the First Nation shall give at least 90 days notice of its intention to renegotiate a new agreement. The parties acknowledge that any such renegotiation shall be in accordance with the terms of the earlier correspondence between the parties regarding the progressive increase in fees to be charged.
- 8. Both parties hereto agree to work together to put in place a fire prevention program on the First Nation Reserve.
- 9. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 10. This Agreement shall not be enforced or bind any of the parties hereto until executed by all the parties named herein.
- 11. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 12. No member of the House of Commons shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
The Council for the Chapleau  
Ojibwe Band 74A

Schedule "F"  
By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the "Township")  
OF THE FIRST PART  
- and -

THE CHAPLEAU CREE FIRST NATION OF THE FOX LAKE INDIAN RESERVE

(hereinafter called the "First Nation")  
OF THE SECOND PART

WHEREAS:

1. The Council of the Township of Chapleau desires to provide fire protection to the First Nation; and
2. The Council for the First Nation has requested that the Township answer alarms from the First Nation;

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:

1. The Township agrees that the Fire Department shall answer fire alarms from the First Nation provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department's vehicles.
2. The general rule is that one water tanker will respond to an alarm from the First Nation. However when it is determined by the Fire Department that a different response is necessary it will be sent subject to availability.
3. The First Nation covenants and agrees to pay the Township on the following basis:
  - (a) For 75% of the total annual per capita cost as calculated on Appendix "1" of this agreement.
  - (b) For the purposes of this Agreement, the per capita costs of operating the Chapleau Fire Department shall be calculated by taking the budget Fire Department Operating Costs plus pro-rated overhead cost of general government for the year immediately preceding the year of which the calculation is being made divided by the population of the Township. (See Appendix "1" attached for the calculation). A similar calculation will be compiled by the Township for the year 2012, 2013 and 2014.
  - (c) For the purposes of this Agreement, the population calculations shall be based on the population of the Township as supplied by the Regional Assessment office of the year immediately preceding the year for which the calculation is being made and for Fox Lake Location, the on-reserve population figure as supplied by the First Nation for the preceding year.
  - (d) That Appendix "1" attached hereto shall be reviewed and revised on or before June 1st of each year to reflect the per capita cost and population fluctuations.
  - (e) The term of this agreement shall be from January 1st, 2011 to December 31st, 2014.
4. In addition to the costs as calculated above, the First Nation covenants and agrees to pay the Township for alarms answered on the First Nation property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The First Nation will pay for any foam chemical used for liquid type fires.
5.
  - (a) Payments under Section 3 shall be made payable to the Township of Chapleau upon execution of this agreement.
  - (b) Payments under Section 4 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.

- (c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.
- (d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services;
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 6. (a) The First Nation will at all times indemnify and hold harmless the Township 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 the First Nation under the provisions of this agreement, save and except any negligence on the part of the Township of Chapleau.
- (b) The First Nation agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 7. (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- (b) Unless terminated earlier in accordance with clause 7(a) this agreement shall terminate on December 31, 2014. If the First Nation wants to extend the agreement beyond that date, the First Nation shall give at least 90 days notice of its intention to renegotiate a new agreement. The parties acknowledge that any such renegotiation shall be in accordance with the terms of the earlier correspondence between the parties regarding the progressive increase in fees to be charged.
- 8. Both parties hereto agree to work together to put in place a fire prevention program on the First Nation Reserve.
- 9. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 10. This Agreement shall not be enforced or bind any of the parties hereto until executed by all the parties named herein.
- 11. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 12. No member of the House of Commons shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
The Council for the Chapleau  
Cree First Nation of the  
Fox Lake Indian Reserve

Schedule "G"  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU.

hereinafter called the "Corporation"  
OF THE FIRST PART  
- and -

John Theriault Air Ltd.

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said John Theriault Air Ltd.

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by the Company and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to the Company.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.

7. a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1<sup>st</sup>, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
8. The Company agrees to pay the Township for fire protection services within the fire area on the following basis:

\$243.13 for the year 2011.

Payments for the years 2012, 2013 and 2014 will be recalculated in the same manner as for the year 2011, and payable within thirty days of receipt of invoice.
9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule "H"  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU,

hereinafter called the "Corporation"  
OF THE FIRST PART

- and -

Northern Haul Contracting

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said Northern Haul Contracting.

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by the Company and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to the Company.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.



7. a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1<sup>st</sup>, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
8. The company agrees to pay the Township for fire protection services within the fire area on the following basis:  
  
\$515.92 for the year 2011.  
  
Payments for the years 2012, 2013 and 2014 will be recalculated in the same manner as for the year 2006, and payable within thirty days of receipt of invoice.
9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule "I"  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU,

hereinafter called the "Corporation"  
OF THE FIRST PART

- and -

Sylvestre Trucking

hereinafter called the "Company"  
OF THE SECOND PART

Whereas By-Laws have been duly enacted by the Township of Chapleau pursuant to the provisions of Section 207(1) of the Municipal Act R.S.O. 1990, Chapter M.45 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said Township of Chapleau, within the described fire area of the said Sylvestre Trucking.

Now Therefore 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 Chapleau Fire Department.
  - b) "Fire Chief" means The Chief of the Chapleau Fire Department.
  - c) "Fire Area" means that area as described by the Company and attached as Appendix 1 forming part of this agreement.
  - d) "Fire Protection Services" means and includes only the following:
    1. Fire suppression
    2. Search and Rescue
    3. Recording and reporting.
2. The Township of Chapleau will supply, except as hereinafter limited or excluded, "fire protection services" to the Company.
3. The apparatus and personnel of the Fire Department that will respond to occurrences in the fire area will be subject to the discretion of the Fire Chief.
4.
  - a) The Company will at all times indemnify and hold harmless the Township against and from all claims, demands, loss, costs, 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 the Company under the provisions of this agreement, save and except any negligence on the part of the Township.
  - b) The Company agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement.
5. In addition to the costs in Section 8, the Company covenants and agrees to pay the Township for alarms answered on Company property on the following basis:
  - (a) \$200.00 per hour per unit for the first hour;
  - (b) \$100.00 each additional half hour or part thereof;
  - (c) \$150.00 minimum call out charge;
  - (d) The Company will pay for any foam chemical used for liquid type fires.
6.
  - (a) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of receipt of invoice.

7. a) If either party wishes to terminate this agreement that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with Section 5(a) this agreement shall commence on January 1<sup>st</sup>, 2011 and terminate on December 31st, 2014. If the Company wishes to extend the agreement beyond that date, the Company shall give at least 60 days notice of its intention to renegotiate a new agreement.
8. The Company agrees to pay the Township for fire protection services within the fire area on the following basis:  
  
\$168.02 for the year 2011.  
  
Payments for the years 2012, 2013 and 2014 will be recalculated in the same manner as for the year 2011, and payable within thirty days of receipt of invoice.
9. In witness whereof the parties have hereunto affixed the signature of their duly authorized officers together with their corporate seals.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

\_\_\_\_\_  
Company Official

Schedule AJ@  
to By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the ATownship@)  
OF THE FIRST PART

-and-

THE MULLIGAN=S BAY ROAD DEVELOPMENT ASSOCIATION INC.

(hereinafter called the AMBRDA@)  
OF THE SECOND PART

WHEREAS:

The Council of the Township of Chapleau desires to provide fire protection to the AMBRDA@; And  
Whereas

The AMBRDA@ requested that the Township answer alarms from the area and residents indicated on  
Schedule AB@ attached:

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:

***Definitions:***

1. a) Fire Protection: To protect life and property and to minimize loss from fire within the scope and limitations of the fire protection agreement.  
b) Agency: An incorporated body with legal standing, capable of executing the fire protection agreement on behalf of all owners within a fire response area.
2. The Township agrees that the Fire Department shall answer fire alarms from the AMBRDA@ in accordance with Schedule AC@ attached, provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department=s vehicles.
3. The Fire Chief will be responsible for determining the equipment and manpower required to respond to fires in the response area. The levels of response will be determined based on road accessibility, road conditions, seasonal weather conditions, availability of appropriate equipment.
4. The AMBRDA@ covenants and agrees to pay the Township on the following basis:
  - a) The total cost as illustrated on Appendix AA@ of this agreement.
  - b) The term of this agreement shall be from January 1st, 2011 to December 31st, 2014.
5. In addition to the costs as calculated above, the AMBRDA@ covenants and agrees to pay the Township for alarms answered at the area and residents on Schedule AB@ on the following basis:
  - a) \$200.00 per hour per unit for the first hour;
  - b) \$100.00 each additional half hour or part thereof;
  - c) \$150.00 minimum call out charge;
  - d) The AMBRDA@ will pay for any foam chemical used for liquid type fires.
6. a) Payment under Section 4 shall be made payable to the Township of Chapleau upon execution of this agreement.  
b) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.  
c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.

- d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township:
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services.
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 7. a) The AMBRDA@ will at all times indemnify and hold harmless the Township 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 the AMBRDA@ under the provision of this agreement, save and except any negligence on the part of the Township of Chapleau.
- b) The AMBRDA@ agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 8. a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with clause 8 (a) this agreement shall terminate on December 31st, 2014. If the AMBRDA@ wants to extend the agreement beyond that date, the AMBRDA@ shall give at least 90 days notice of its intention to negotiate a new agreement.
- 9. The AMBRDA@ agrees to implement a fire prevention plan for the structures within its area of responsibility.
- 10. The AMBRDA@ agrees to represent the owners of structures within the response area and agrees to provide proof of legal standing to enable them to execute this fire protection agreement.
- 11. The AMBRDA@ shall have in place prior to the execution of the fire protection agreement, a system of street names, street numbers, owners names and street maps for use by the Fire Department.
- 12. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 13. This Agreement shall not be enforced or bind any of the parties hereto until executed by all parties named herein.
- 14. 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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

The Mulligan=s Bay Road  
Development Association Inc.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

APPENDIX AA@

2011 Annual Fire Response Rates

\$140.61 per year for year round occupancy, that being six months or more.

\$70.31 per year for seasonal occupancy, that being six months or less.

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> MULLIGANS BAY ROAD

**PURPOSE:** To establish procedures with respect to responding to occurrences on the Mulligans Bay Road.

**INTRODUCTION:** On March 18, 2002 Council authorized the preparation of a fire protection agreement with the Mulligans Bay Road Association. As a result of this agreement, the fire department must develop standard operating procedures to ensure that the agreement is adhered to in a safe and efficient manner and that firefighters are informed as to what is expected of them.

**SCOPE:** These procedures will be followed by all Officers, Emergency Vehicle Operators and firefighters. Authority to deviate from these procedures rests solely with the Incident Commander.

**PROCEDURE:** When an alarm is received for an occurrence located on the Mulligans Bay Road the following will apply:

- firefighters will respond to the fire hall.
- Pumper 2, Tanker 1, and Rescue 2 are the only vehicles that will be dispatched to said occurrence.
- No more than 1 Officer and 6 Firefighters will be dispatched.
- Firefighters will grab their full turnout gear before leaving for the occurrence.
- Firefighters will travel in fire department vehicles and not in personal vehicles.

**SPECIAL PROCEDURES EMERGENCY VEHICLE OPERATORS:**

Emergency vehicles travelling on the Mulligans Bay Road shall abide by the following:

- **FIRE DEPARTMENT VEHICLES TRAVELLING ON THIS ROAD MUST DRIVE NO FASTER THAN THE CONDITIONS OF THE ROAD WILL ALLOW UP TO A MAXIMUM OF 50 KM PER HOUR.**

Under certain winter conditions, during and after snow storms, where there is evidence that passage of large vehicles might be obstructed by snow or ice the following will apply:

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> MULLIGANS BAY ROAD

All vehicles will stop at the entrance to the road. If conditions permit, one vehicle will proceed to the occurrence address. Once this vehicle reaches the occurrence he will radio the other vehicles advising them of the road conditions and what precautions to take if any.

**FIRE SUPPRESSION:**

Fire suppression will take place using the water on board Tanker 1 and Pumper 2. If the incident commander upon arrival, after ascertaining that there is no life in jeopardy, is of the opinion that the situation is such that a defensive mode is the only option, then protection of perimeter assets will take place.

Once water runs out, fire department vehicles will seek a replenishing point on there return to fill up. This may be a lake or stream appropriate and close to the road. Should no suitable replenishing points be found, fill up will occur in town.

Fire Department vehicles will also refill with water from the Brunswick House Reserve if an appropriately signed agreement is negotiated between the Brunswick House First Nation and the Mulligans Bay Development Association and presented to the Fire Chief.

**UNUSUAL OCCURRENCES:**

Should Tanker 1 and or Pumper 2 be out of service, the fire department will respond with Rescue 1 and 2. Firefighters will attempt to set up portable pumps should access to the water be available. For this reason, residents on the Mulligans Bay Road are expected to maintain an access to the lake in winter to permit this operation. Failure to maintain this access will result in little the fire department can do.

**MULLIGANS BAY ROAD ASSOCIATION:**

The Mulligans Bay Road Association shall ensure that all roads are signed, house number are applied and encourage residents to maintain access to the lake where practical.



<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION: APPARATUS RESPONSE</b>	<b>SUBJECT: MULLIGANS BAY ROAD</b>

They shall maintain the road in good condition and shall ensure that there is turnaround space for emergency vehicles in winter.

**HEALTH AND SAFETY:**

The health and safety of firefighters is paramount in any emergency situation in which they are involved. All department personnel will abide by this guideline to ensure their safety. In addition, firefighters shall not travel great distances on lakes to attempt to acquire a water source. If there is one nearby that is suitable by all means, common sense should prevail. However, setting up portable equipment on lakes will lead to exhaustion, over exertion resulting in possible cardiovascular problems.

**FAILURE TO RESPOND:**

Should there be an occurrence within the corporate limits of the Township of Chapleau which taxes the capabilities of the Chapleau Fire Department, the fire department may not be able to respond to occurrences on the Mulligans Bay Road.

Schedule AK@  
To By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12<sup>th</sup> day of September 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the ATownship@)  
OF THE FIRST PART

-and-

THE OLD FORT ROAD ASSOCIATION INC.

(hereinafter called the AOFRA@)  
OF THE SECOND PART

WHEREAS:

The Council of the Township of Chapleau desires to provide fire protection to the "OFRA@; And  
Whereas

The AOFRA@ requested that the Township answer alarms from the area and residents indicated on  
Schedule AB@ attached:

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:

***Definitions:***

1. a) Fire Protection: To protect life and property and to minimize loss from fire within the scope and limitations of the fire protection agreement.  
b) Agency: An incorporated body with legal standing, capable of executing the fire protection agreement on behalf of all owners within a fire response area.
2. The Township agrees that the Fire Department shall answer fire alarms from the AOFRA@ in accordance with Schedule AC@ attached, provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department=s vehicles.
3. The Fire Chief will be responsible for determining the equipment and manpower required to respond to fires in the response area. The levels of response will be determined based on road accessibility, road conditions, seasonal weather conditions, availability of appropriate equipment.
4. The AOFRA@ covenants and agrees to pay the Township on the following basis:
  - a) The total cost as illustrated on Appendix AA@ of this agreement.
  - b) The term of this agreement shall be from January 1st, 2011 to December 31st , 2014.
5. In addition to the costs as calculated above, the AOFRA@ covenants and agrees to pay the Township for alarms answered at the area and residents on Schedule AB@on the following basis:
  - a) \$200.00 per hour per unit for the first hour;
  - b) \$100.00 each additional half hour or part thereof;
  - c) \$150.00 minimum call out charge;
  - d) The AOFRA@ will pay for any foam chemical used for liquid type fires.
6. a) Payment under Section 4 shall be made payable to the Township of Chapleau upon execution of this agreement.  
b) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.  
c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.

- d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township:
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services.
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 7. a) The AOFRA@ will at all times indemnify and hold harmless the Township 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 the AOFRA@ under the provision of this agreement, save and except any negligence on the part of the Township of Chapleau.
- b) The AOFRA@ agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 8. a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with clause 8 (a) this agreement shall terminate on December 31st, 2014. If the AOFRA@ wants to extend the agreement beyond that date, the AOFRA@ shall give at least 90 days notice of its intention to negotiate a new agreement.
- 9. The AOFRA@ agrees to implement a fire prevention plan for the structures within its area of responsibility.
- 10. The AOFRA@ agrees to represent the owners of structures within the response area and agrees to provide proof of legal standing to enable them to execute this fire protection agreement.
- 11. The AOFRA@ shall have in place prior to the execution of the fire protection agreement, a system of street names, street numbers, owners names and street maps for use by the Fire Department.
- 12. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 13. This Agreement shall not be enforced or bind any of the parties hereto until executed by all parties named herein.
- 14. 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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

The Old Fort Road  
Association Inc.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

APPENDIX AA@

2011 Annual Fire Response Rates

\$140.61 per year for year round occupancy, that being six months or more.

\$70.31 per year for seasonal occupancy, that being six months or less.

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION: APPARATUS RESPONSE</b>	<b>SUBJECT: OLD FORT ROAD</b>

**PURPOSE:** To establish procedures with respect to responding to occurrences on the Old Fort Road.

**INTRODUCTION:** On March 18, 2002 Council authorized the preparation of a fire protection agreement with the Old Fort Road Association Inc. As a result of this agreement, the fire department must develop standard operating procedures to ensure that the agreement is adhered to in a safe and efficient manner and that firefighters are informed as to what is expected of them.

**SCOPE:** These procedures will be followed by all Officers, Emergency Vehicle Operators and firefighters. Authority to deviate from these procedures rests solely with the Incident Commander.

**PROCEDURE:** When an alarm is received for an occurrence located on the Old Fort Road the following will apply:

- firefighters will respond to the fire hall.
- Pumper 2, Tanker 1, and Rescue 2 are the only vehicles that will be dispatched to said occurrence.
- No more than 1 Officer and 6 Firefighters will be dispatched.
- Firefighters will grab their full turnout gear before leaving for the occurrence.
- Firefighters will travel in fire department vehicles and not in personal vehicles.

**SPECIAL PROCEDURES EMERGENCY VEHICLE OPERATORS:**

Emergency vehicles travelling on the Old Fort Road shall abide by the following:

- **FIRE DEPARTMENT VEHICLES TRAVELLING ON THIS ROAD MUST DRIVE NO FASTER THAN THE CONDITIONS OF THE ROAD WILL ALLOW UP TO A MAXIMUM OF 50 KM PER HOUR.**

Under certain winter conditions, during and after snow storms, where there is evidence that passage of large vehicles might be obstructed by snow or ice the following will apply:

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> OLD FORT ROAD

All vehicles will stop at the entrance to the road. If conditions permit, one vehicle will proceed to the occurrence address. Once this vehicle reaches the occurrence he will radio the other vehicles advising them of the road conditions and what precautions to take if any.

**FIRE SUPPRESSION:**

Fire suppression will take place using the water on board Tanker 1 and Pumper 2. If the incident commander upon arrival, after ascertaining that there is no life in jeopardy, is of the opinion that the situation is such that a defensive mode is the only option, then protection of perimeter assets will take place.

Once water runs out, fire department vehicles will seek a replenishing point on there return to fill up. This may be a lake or stream appropriate and close to the road. Should no suitable replenishing points be found, fill up will occur in town.

Fire Department vehicles will also refill with water from the Brunswick House Reserve if an appropriately signed agreement is negotiated between the Brunswick House First Nation and the Old Fort Road Association Inc. and presented to the Fire Chief.

**UNUSUAL OCCURRENCES:**

Should Tanker 1 and or Pumper 2 be out of service, the fire department will respond with Rescue 1 and 2. Firefighters will attempt to set up portable pumps should access to the water be available. For this reason, residents on the Old Fort Road are expected to maintain an access to the lake in winter to permit this operation. Failure to maintain this access will result in little the fire department can do.

**OLD FORT ROAD ASSOCIATION INC:**

The Old Fort Road Association Inc. shall ensure that all roads are signed, house number are applied and encourage residents to maintain access to the lake where practical.

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION: APPARATUS RESPONSE</b>	<b>SUBJECT: OLD FORT ROAD</b>

They shall maintain the road in good condition and shall ensure that there is turnaround space for emergency vehicles in winter.

**HEALTH AND SAFETY:**

The health and safety of firefighters is paramount in any emergency situation in which they are involved. All department personnel will abide by this guideline to ensure their safety. In addition, firefighters shall not travel great distances on lakes to attempt to acquire a water source. If there is one nearby that is suitable by all means, common sense should prevail. However, setting up portable equipment on lakes will lead to exhaustion, over exertion resulting in possible cardiovascular problems.

**FAILURE TO RESPOND:**

Should there be an occurrence within the corporate limits of the Township of Chapleau which taxes the capabilities of the Chapleau Fire Department, the fire department may not be able to respond to occurrences on the Old Fort Road.

Schedule AL@  
to By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12th day of September, 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the ATownship@)  
OF THE FIRST PART

-and-

MARTIN ROAD PROPERTY OWNERS ASSOCIATION

(hereinafter called the AMRPOA@)  
OF THE SECOND PART

WHEREAS:

The Council of the Township of Chapleau desires to provide fire protection to the AMRPOA@; And Whereas

The AMRPOA@ requested that the Township answer alarms from the area and residents indicated on Schedule AB@ attached:

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:

***Definitions:***

1. a) Fire Protection: To protect life and property and to minimize loss from fire within the scope and limitations of the fire protection agreement.  
b) Agency: An incorporated body with legal standing, capable of executing the fire protection agreement on behalf of all owners within a fire response area.
2. The Township agrees that the Fire Department shall answer fire alarms from the AMRPOA@ in accordance with Schedule AC@ attached, provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department=s vehicles.
3. The Fire Chief will be responsible for determining the equipment and manpower required to respond to fires in the response area. The levels of response will be determined based on road accessibility, road conditions, seasonal weather conditions, availability of appropriate equipment.
4. The AMRPOA@ covenants and agrees to pay the Township on the following basis:
  - a) The total cost as illustrated on Appendix AA@ of this agreement, recalculated annually.
  - b) The term of this agreement shall be from January 1<sup>st</sup>, 2011 to December 31<sup>st</sup>, 2014.
5. In addition to the costs as calculated above, the AMRPOA@ covenants and agrees to pay the Township for alarms answered at the area and residents on Schedule AB@ on the following basis:
  - i) \$200.00 per hour per unit for the first hour;
  - ii) \$100.00 each additional half hour or part thereof;
  - iii) \$150.00 minimum call out charge;
  - iv) The AMRPOA@ will pay for any foam chemical used for liquid type fires.
6. a) Payment under Section 4 shall be made payable to the Township of Chapleau upon execution of this agreement.  
b) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.  
c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.



- d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township:
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services.
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 7. a) The AMRPOA@ will at all times indemnify and hold harmless the Township 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 the AMRPOA@ under the provision of this agreement, save and except any negligence on the part of the Township of Chapleau.
- b) The AMRPOA@ agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 8. a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with clause 8 (a) this agreement shall terminate on December 31st, 2014. If the AMRPOA@ wants to extend the agreement beyond that date, the AMRPOA@ shall give at least 90 days notice of its intention to negotiate a new agreement.
- 9. The AMRPOA@ agrees to implement a fire prevention plan for the structures within its area of responsibility.
- 10. The AMRPOA@ agrees to represent the owners of structures within the response area and agrees to provide proof of legal standing to enable them to execute this fire protection agreement.
- 11. The AMRPOA@ shall have in place prior to the execution of the fire protection agreement, a system of street names, street numbers, owners names and street maps for use by the Fire Department.
- 12. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 13. This Agreement shall not be enforced or bind any of the parties hereto until executed by all parties named herein.
- 14. 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.

The Corporation of the  
Township of Chapleau

\_\_\_\_\_  
Mayor – A. Byham

\_\_\_\_\_  
CAO - A. Pellow

Martin Road Property Owners  
Association

\_\_\_\_\_  
President -

\_\_\_\_\_  
Secretary Treasurer – Claudia  
Jaworski

APPENDIX AA@

2011 Annual Fire Response Rates

\$140.61 per year for year round occupancy, that being six months or more.

\$70.31 per year for seasonal occupancy, that being six months or less.

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> MARTIN ROAD PROPERTY ASS.

**PURPOSE:** To establish procedures with respect to responding to occurrences on the Martin Road.

**INTRODUCTION:** On November 8<sup>th</sup>, 2006 Council authorized the preparation of a fire protection agreement with the Martin Road Property Association. As a result of this agreement, the fire department must develop standard operating procedures to ensure that the agreement is adhered to in a safe and efficient manner and that firefighters are informed as to what is expected of them.

**SCOPE:** These procedures will be followed by all Officers, Emergency Vehicle Operators and firefighters. Authority to deviate from these procedures rests solely with the Incident Commander.

**PROCEDURE:** When an alarm is received for an occurrence located on the Martin Road the following will apply:

- firefighters will respond to the fire hall.
- Pumper 2, Tanker 1, and Rescue 2 are the only vehicles that will be dispatched to said occurrence.
- No more than 1 Officer and 6 Firefighters will be dispatched.
- Firefighters will grab their full turnout gear before leaving for the occurrence.
- Firefighters will travel in fire department vehicles and not in personal vehicles.

**SPECIAL PROCEDURES EMERGENCY VEHICLE OPERATORS:**

Emergency vehicles travelling on the Martin Road shall abide by the following:

- **FIRE DEPARTMENT VEHICLES TRAVELLING ON THIS ROAD MUST DRIVE NO FASTER THAN THE CONDITIONS OF THE ROAD WILL ALLOW UP TO A MAXIMUM OF 50 KM PER HOUR.**

Under certain winter conditions, during and after snow storms, where there is evidence that passage of large vehicles might be obstructed by snow or ice the following will apply:

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> MARTIN ROAD PROPERTY ASS.

All vehicles will stop at the entrance to the road. If conditions permit, one vehicle will proceed to the occurrence address. Once this vehicle reaches the occurrence he will radio the other vehicles advising them of the road conditions and what precautions to take if any.

**FIRE SUPPRESSION:**

Fire suppression will take place using the water on board Tanker 1 and Pumper 2. If the incident commander upon arrival, after ascertaining that there is no life in jeopardy, is of the opinion that the situation is such that a defensive mode is the only option, then protection of perimeter assets will take place.

Once water runs out, fire department vehicles will seek a replenishing point on there return to fill up. This may be a lake or stream appropriate and close to the road. Should no suitable replenishing points be found, fill up will occur in town.

**UNUSUAL OCCURRENCES:**

Should Tanker 1 and or Pumper 2 be out of service, the fire department will respond with Rescue 1 and 2. Firefighters will attempt to set up portable pumps should access to the water be available. For this reason, residents on the Martin Road are expected to maintain an access to the lake in winter to permit this operation. Failure to maintain this access will result in little the fire department can do.

**MARTIN ROAD PROPERTY ASSOCIATION :**

The Martin Road Property Association shall ensure that all roads are signed, house number are applied and encourage residents to maintain access to the lake where practical.

**O.G. 512**

**CHAPLEAU FIRE DEPARTMENT**

**SECTION: APPARATUS RESPONSE**

**SUBJECT: MARTIN ROAD PROPERTY ASS.**

They shall maintain the road in good condition and shall ensure that there is turnaround space for emergency vehicles in winter.

**HEALTH AND SAFETY:**

The health and safety of firefighters is paramount in any emergency situation in which they are involved. All department personnel will abide by this guideline to ensure their safety. In addition, firefighters shall not travel great distances on lakes to attempt to acquire a water source. If there is one nearby that is suitable by all means, common sense should prevail. However, setting up portable equipment on lakes will lead to exhaustion, over exertion resulting in possible cardiovascular problems.

**FAILURE TO RESPOND:**

Should there be an occurrence within the corporate limits of the Township of Chapleau which taxes the capabilities of the Chapleau Fire Department, the fire department may not be able to respond to occurrences on the Martin Road.

Schedule AM@  
to By-Law 2011-24

**THIS AGREEMENT** made in duplicate this 12th day of September, 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF CHAPLEAU

(hereinafter called the ATownship@)  
OF THE FIRST PART

-and-

PINE PARK TRAILER PARK CHAPLEAU LAKE RESIDENTS ASSOCIATION INC.

(hereinafter called the APPTPCLRA")  
OF THE SECOND PART

WHEREAS:

The Council of the Township of Chapleau desires to provide fire protection to the APPTPCLRA" And whereas:

The APPTPCLRA" requested that the Township answer alarms from the area and residents indicated on Schedule AB@ attached:

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:

***Definitions:***

1. a) Fire Protection: To protect life and property and to minimize loss from fire within the scope and limitations of the fire protection agreement.  
b) Agency: An incorporated body with legal standing, capable of executing the fire protection agreement on behalf of all owners within a fire response area.
2. The Township agrees that the Fire Department shall answer fire alarms from the "PPTPCLRA @ in accordance with Schedule AC@ attached, provided however that the Fire Department shall not be required to answer alarms for brush or bush fires unless physical access can be gained to such fire by the Fire Department=s vehicles.
3. The Fire Chief will be responsible for determining the equipment and manpower required to respond to fires in the response area. The levels of response will be determined based on road accessibility, road conditions, seasonal weather conditions, availability of appropriate equipment.
4. `The APPTPCLRA" covenants and agrees to pay the Township on the following basis:
  - a) The total cost as illustrated on Appendix AA@ of this agreement, recalculated annually.
  - b) The term of this agreement shall be from January 1<sup>st</sup>, 2011 to December 31<sup>st</sup>, 2014.
5. In addition to the costs as calculated above, the APPTPCLRA@ covenants and agrees to pay the Township for alarms answered at the area and residents on Schedule AB@on the following basis:
  - i) \$200.00 per hour per unit for the first hour;
  - ii) \$100.00 each additional half hour or part thereof;
  - iii) \$150.00 minimum call out charge;
  - iv) The APPTPCLRA@ will pay for any foam chemical used for liquid type fires.
6. a) Payment under Section 4 shall be made payable to the Township of Chapleau upon execution of this agreement.  
b) Payments under Section 5 for alarms shall be due and payable to the Township of Chapleau within 30 days of statement.  
c) If payments are not so received, the fire service provided under this agreement shall at the option of the Township be discontinued until payment is made.

- d) The payments made to the Township of Chapleau under this agreement shall be accepted by the Township:
  - i) for full compensation for all the services provided by the Township of Chapleau, under this agreement;
  - ii) for all losses, costs, damages arising out of the performance by the Township of Chapleau for these services.
  - iii) and for all expenses incurred by or in consequence of any delay or discontinuance of these services.
- 7. a) The APPTPCLRA@ will at all times indemnify and hold harmless the Township 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 the APPTPCLRA@ under the provision of this agreement, save and except any negligence on the part of the Township of Chapleau.
- b) The APPTPCLRA@ agrees that no liability accrues to the Township for failing to provide the fire protection covered under this agreement in the event that the fire fighting equipment is engaged in fire suppression elsewhere or is recalled to suppress a fire within the Township.
- 8. a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least 90 days written notice of its intention to terminate.
- b) Unless terminated earlier in accordance with clause 8 (a) this agreement shall terminate on December 31st, 2014. If the APPTPCLRA @ wants to extend the agreement beyond that date, the APPTPCLRA@ shall give at least 90 days notice of its intention to negotiate a new agreement.
- 9. The APPTPCLRA@ agrees to implement a fire prevention plan for the structures within its area of responsibility.
- 10. The APPTPCLRA@ agrees to represent the owners of structures within the response area and agrees to provide proof of legal standing to enable them to execute this fire protection agreement.
- 11. The APPTPCLRA@ shall have in place prior to the execution of the fire protection agreement, a system of street names, street numbers, owners names and street maps for use by the Fire Department.
- 12. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party hereto.
- 13. This Agreement shall not be enforced or bind any of the parties hereto until executed by all parties named herein.
- 14. 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.

The Corporation of the  
Township of Chapleau

---

Mayor – A. Byham

---

CAO - A. Pellow

Pine Park Trailer Park Chapleau Lake  
Residents Association Inc.

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President – Gary L. Meyer

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Secretary Treasurer – Lorrie Goheen

APPENDIX AA@

2011 Annual Fire Response Rates

\$140.61 per year for year round occupancy, that being six months or more.

\$70.31 per year for seasonal occupancy, that being six months or less.



Schedule "C"

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> Pine Park Trailer Park etc.

**PURPOSE:** To establish procedures with respect to responding to occurrences on the Martin Road, Tiffany Road, Esher-Healy Road and Pilotteville Road.

**INTRODUCTION:** On January 8<sup>th</sup>, 2007 Council authorized the preparation of a fire protection agreement with the Pine Park Trailer Park Chapleau Lake Residents Association. As a result of this agreement, the fire department must develop standard operating procedures to ensure that the agreement is adhered to in a safe and efficient manner and that firefighters are informed as to what is expected of them.

**SCOPE:** These procedures will be followed by all Officers, Emergency Vehicle Operators and firefighters. Authority to deviate from these procedures rests solely with the Incident Commander.

**PROCEDURE:** When an alarm is received for an occurrence located on the Martin Road, Tiffany Road, Esher-Healy Road or Pilotteville Road the following will apply:

- firefighters will respond to the fire hall.
- Pumper 2, Tanker 1, and Rescue 2 are the only vehicles that will be dispatched to said occurrence.
- No more than 1 Officer and 6 Firefighters will be dispatched.
- Firefighters will grab their full turnout gear before leaving for the occurrence.
- Firefighters will travel in fire department vehicles and not in personal vehicles.

**SPECIAL PROCEDURES EMERGENCY VEHICLE OPERATORS:**

Emergency vehicles travelling on the above roads shall abide by the following:

- **FIRE DEPARTMENT VEHICLES TRAVELLING ON THIS ROAD MUST DRIVE NO FASTER THAN THE CONDITIONS OF THE ROAD WILL ALLOW UP TO A MAXIMUM OF 50 KM PER HOUR.**

Under certain winter conditions, during and after snow storms, where there is evidence that passage of large vehicles might be obstructed by snow or ice the following will apply:

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION:</b> APPARATUS RESPONSE	<b>SUBJECT:</b> Pine Park Trailer Park etc.

All vehicles will stop at the entrance to the road. If conditions permit, one vehicle will proceed to the occurrence address. Once this vehicle reaches the occurrence he will radio the other vehicles advising them of the road conditions and what precautions to take if any.

**FIRE SUPPRESSION:**

Fire suppression will take place using the water on board Tanker 1 and Pumper 2. If the incident commander upon arrival, after ascertaining that there is no life in jeopardy, is of the opinion that the situation is such that a defensive mode is the only option, then protection of perimeter assets will take place.

Once water runs out, fire department vehicles will seek a replenishing point on there return to fill up. This may be a lake or stream appropriate and close to the road. Should no suitable replenishing points be found, fill up will occur in town.

**UNUSUAL OCCURRENCES:**

Should Tanker 1 and or Pumper 2 be out of service, the fire department will respond with Rescue 1 and 2. Firefighters will attempt to set up portable pumps should access to the water be available. For this reason, residents on the Martin Road, Tiffany Road, Esher-Healy Road and Pilotteville Road are expected to maintain an access to the lake in winter to permit this operation. Failure to maintain this access will result in little the fire department can do.

**PINE PARK TRAILER PARK CHAPLEAU LAKE RESIDENTS ASS.**

The Pine Park Trailer Park Chapleau Lake Residents Association shall ensure that all roads are signed, house number are applied and encourage residents to maintain access to the lake where practical.

<b>O.G. 512</b>	
<b>CHAPLEAU FIRE DEPARTMENT</b>	
<b>SECTION: APPARATUS RESPONSE</b>	<b>SUBJECT: PINE PARK TRAILER PARK etc</b>

They shall maintain the road in good condition and shall ensure that there is turnaround space for emergency vehicles in winter.

**HEALTH AND SAFETY:**

The health and safety of firefighters is paramount in any emergency situation in which they are involved. All department personnel will abide by this guideline to ensure their safety. In addition, firefighters shall not travel great distances on lakes to attempt to acquire a water source. If there is one nearby that is suitable by all means, common sense should prevail. However, setting up portable equipment on lakes will lead to exhaustion, over exertion resulting in possible cardiovascular problems.

**FAILURE TO RESPOND:**

Should there be an occurrence within the corporate limits of the Township of Chapleau which taxes the capabilities of the Chapleau Fire Department, the fire department may not be able to respond to occurrences on the Martin Road, Tiffany Road, Esher-Healy Road and Pilotteville Road.