

THIS AGREEMENT made in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010

*discussed  
in camera*

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF WEST HANTS

Hereinafter called the "Municipality"

OF THE ONE PART

And

WINDSOR FIRE DEPARTMENT, an incorporated body under the Societies Act of Nova Scotia, located in Windsor, Hants Co., Nova Scotia

Hereinafter called the "Windsor Fire Department"

OF THE OTHER PART

WHEREAS The Windsor Fire Department is the owner of certain fire fighting equipment herein after set forth:

AND WHEREAS The Windsor Fire Department has agreed to and with the Municipality to provide certain fire protection:

NOW THEREFORE THIS INDENTURE WITNESSETH that for and in consideration of the mutual covenants and agreements hereinafter contained and the monies to be paid hereunder, the parties hereto hereby agree as follows:

1. The Windsor Fire Department will provide and maintain at all times in good working order during the term of this Agreement for the use of the Municipality, the following fire fighting equipment:
  - One triple combination fire engine – underwriters approved, and
  - Such other equipment deemed necessary by the Officer in Command of the Windsor Fire Department
2. Upon report of a fire to the Windsor Fire Department from any part of the Municipality of the District of West Hants area served by the Windsor Fire Department, the members will be immediately notified by alarm and will respond to all fires to the best of their ability.
3. The Windsor Fire Department's area of coverage is everything accessible to the apparatus inside the following points:
  - Beginning at civic # 847, Highway # 1, Mount Denson extending to the Town of Windsor at the Falmouth Bridge; continuing on Highway # 1 at the Windsor Town boundary on King Street civic # 4001 to the Highway # 101 over pass of Highway # 1 at Ste. Croix.
  - Beginning at the Hants County line on Highway # 14 (Chester Road) and extending to the Windsor Town boundary on Highway # 14 from civic # 272 to civic # 5504 and continuing along Highway # 14 from the railway crossing at Garland's Crossing to the Ste. Croix River at Sterling's Bridge (range: from civic # 5911 to civic # 7027).
  - Beginning at the Lunenburg County line on New Ross Road and extending to the intersection of the New Ross Road and Highway # 14.
  - Beginning at the intersection of Hartville Road, Ste. Croix and Highway # 1 and extending along Hartville Road to the railway tracks, which is the end of Hartville Road.

- Beginning at the intersection of Highway # 101 and the Old Apple Tree Road, and extending along Highway # 101 to the intersection of Highway # 101 and the overpass for the Windsor – Hantsport Railway at Stillwater.
  - Beginning at # 661 Bog Road and extending along Bog Road toward Falmouth.
4. The Windsor Fire Department shall transport not less than five firefighters to the scene of any fire within the area serviced under this contract, and more fully described within paragraph 3 herein, and shall use the said equipment and endeavour to control and or extinguish the said fires.
  5. The Windsor Fire Department shall provide the above service for the term of sixty months from April 1, 2010 to March 31, 2015 with April 1, 2010 being the date of commencement of this Agreement.
  6. In the event that any or all of the aforesaid equipment is not available for the due performance of this contract, except as hereinafter provided, the Windsor Fire Department shall provide suitable substitution therefore.
  7. It is agreed between the parties hereto that the aforesaid equipment shall not be used to extinguish forest and bush fires and that any fire fighting which may be undertaken in this connection rests with the discretion of the Officer in charge of the Windsor Fire Department and is contingent on the feasibility of such fire fighting having regard to the existing circumstances which from time to time may arise.
  8. It is further agreed between the parties hereto that the Windsor Fire Department shall be allowed the use of the aforesaid equipment on all mutual aid calls and in the event that the said equipment is used, no breach of this contract shall occur if any of the aforesaid equipment is out of the area serviced under this contract and more fully described within paragraph 3 herein.

Notwithstanding the foregoing, the Windsor Fire Department hereby agrees that in the event there is a need for its services in the area covered under this Agreement during a mutual aid call, the Windsor Fire Department shall try to obtain a replacement for it.

9. It is further agreed between the parties hereto that the Windsor Fire Department shall not be obligated to attend more than one fire at a time within the area serviced under this contract and more fully described within paragraph 3 herein, unless the Windsor Fire Department has additional equipment and firefighters available to answer additional calls.
10. For the fiscal year 10/11, 11/12, 12/13, 13/14, 14/15 The Municipality shall pay to the Windsor Fire Department Rural Account the following amounts;

10/11 Basic Contract Amount:	\$433100.00
10/11 Station 2 Contract Amount:	<u>80,000.00</u>
10/11 Total Contract Amount:	\$513,100.00

11/12 Basic Contract Amount	\$472000.00
11/12 Station 2 Contract Amount	<u>85000.00</u>
11/12 Total Contract Amount	\$557000.00

12/13 Basic Contract Amount	\$519000.00
12/13 Station 2 Contract Amount	<u>87000.00</u>
12/13 Total Contract Amount	\$606000.00

13/14 Basic Contract Amount	\$568500.00
-----------------------------	-------------

13/14 Station 2 Contract Amount	<u>89000.00</u>
13/14 Total Contract Amount	\$657500.00
14/15 Basic Contract Amount	\$585000.00
14/15 Station 2 Contract Amount	<u>92000.00</u>
14/15 Total Contract Amount	\$677000.00

The Municipality shall pay the above in equal quarterly installments payable no later than the 10<sup>th</sup> day of the following month. Payments may be made by mail or delivery to The Chief of The Windsor Fire Department.

11. The Windsor Fire Department shall initially and thereafter annually file with the Municipality a copy of its comprehensive general liability and property insurance policies. Said policies shall cover all operations of the Windsor Fire Department and shall be satisfactory to the Municipality, both in the amount and range of coverage. The Windsor Fire Department shall have an additional rider to cover non-owned automobiles.

In the event that the coverage is not satisfactory to the Municipality, the Windsor Fire Department hereby agrees to amend its insurance policy or to add such additional coverage as the Municipality, in its sole discretion deems appropriate. The Municipality shall be an additional insured on all such insurance policies of the Windsor Fire Department.

12. In addition to the foregoing, the Windsor Fire Department agrees to operate a sub-station in Vaughan, Hants Co., in an effort to provide improved services to the local communities southwest of the Mill Section sign on Rt. 14, to the Lunenburg County lines. This sub-station, otherwise known as Windsor Fire Department Station 2 will be located within a structure and on properties owned by the South West Hants Fire Society, whose responsibility it will be to maintain the building and property during which time it is being utilized by the Windsor Fire Department.

The Windsor Fire Department will be responsible for the supply, maintenance and operation of whatever apparatus and equipment they deem necessary to operate Station 2. All firefighters who are recruited from the local area to respond from Station 2 will be members of the Windsor Fire Department and shall be responsible to and adhere to the rules and regulations as specified by the Windsor Fire Department.

13. In the event that the Windsor Fire Department breaches any of the terms of this Agreement, the Municipality may upon written notice, terminate this Agreement and in addition may hold back any sums payable under the terms of this Agreement until such breach has been rectified to the satisfaction of the Municipality.
14. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

**IN WITNESSETH WHEREOF the parties hereto, by their proper officers, have hereunto set their hands and affixed their corporate seals, the day and year first above written.**

**SIGNED, SEALED & DELIVERED**

**In the presence of**

**The Municipality of the District of West Hants**

PER \_\_\_\_\_ WITNESS \_\_\_\_\_

PER \_\_\_\_\_ WITNESS \_\_\_\_\_

**Windsor Fire Department**

PER \_\_\_\_\_ WITNESS \_\_\_\_\_

PER \_\_\_\_\_ WITNESS \_\_\_\_\_