

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**BY-LAW NO. 2019-18**

**BEING A BY-LAW TO ENTER INTO A FIRE PROTECTION AGREEMENT WITH  
DELSHEN THERAPEUTICS CORPORATION**

**WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25**, s. 5, the powers of a municipality shall be exercised by its council, and a municipal power shall be exercised by by-law; and

**WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25**, s. 8 the powers of a municipality shall be interpreted broadly, and in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, powers; and

**WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25**, s. 9 a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25**, s. 10 a municipality may provide any service that the municipality considers necessary or desirable and may pass by-laws respecting the governance structure of the municipality; and

**AND WHEREAS** DelShen Therapeutics Corporation has asked the Municipality to provide fire suppression services;

**NOW THEREFORE** we, the Council of the Corporation of the Township of Matachewan hereby **ENACTS AS FOLLOWS:**

- 1- **THAT** the Mayor and Clerk be authorized to sign the agreement with DelShenTherapeutics attached hereto as Schedule "A".
- 2- **THAT** this By-Law will come into force as of the date of final passing.
- 3- **THAT** all by-laws/resolutions, or parts thereof, inconsistent herewith are hereby repealed.

**READ A FIRST AND SECOND** time this 13<sup>th</sup> day of June, 2019.

**READ A THIRD** time and passed this 13<sup>th</sup> day of June, 2019.

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Mayor

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Clerk

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**BY-LAW NO. 2019-18**

**SCHEDULE 'A'**

**MUNICIPAL FIRE PROTECTION AGREEMENT**

**THIS AGREEMENT is made in triplicate as of this 31<sup>ST</sup> DAY OF MAY, 2019.**

**BETWEEN**

**DELSHEN THERAPEUTICS CORP.**

**("DelShen")**

**and**

**THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN**

**(the "Municipality")**

**WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25, s. 5, the powers of a municipality shall be exercised by its council, and a municipal power shall be exercised by by-law;**

**AND WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25, s. 8 the powers of a municipality shall be interpreted broadly, and in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, powers;**

**AND WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25, s. 9 a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;**

**AND WHEREAS PURSUANT TO THE MUNICIPAL ACT, S.O. 2001, C. 25, s. 10 a municipality may provide any service that the municipality considers necessary or desirable and may pass by-laws respecting the governance structure of the municipality;**

**AND WHEREAS the Municipality has resources and equipment that allow it to fight and suppress fires as the need arises;**

**AND WHEREAS DelShen has asked the Municipality to provide fire suppression services to DelShen when required;**

**AND WHEREAS the parties wish to enter into a fire suppression service agreement ("Agreement");**

**NOW THEREFORE in consideration of the mutual covenants contained herein, the parties agree as follows:**

**IN THIS AGREEMENT,**

- a) "Callout Fee" is the hourly rate charged by the Municipality to DelShen, for each response to a report of a fire by DelShen at the DelShen property ;
- b) "Fire" means a fire on the DelShen property, located at N ½ Lot 9, Concession 1, Burt Township, District of Timiskaming and includes an incident as defined herein;
- c) "Protection Fee " means the annual fee, which is subject to an annual review and adjustment, charged with respect to property protected by the Municipality belonging to DelShen;
- d) "Incident" means a fire response where no fire is found or no control action is taken;
- e) "Apparatus" means minimum of 1 fire truck, 1 rescue vehicle and 5 volunteers to be provided by the Municipality.

**2. SUPPRESSION SERVICES -**

- a. The Municipality will respond to all reports of a fire at the DelShen property, whether it receives the report from DelShen or any other person;
- b. If DelShen wishes to report a fire on its property to the Municipality it shall call the Municipality's Emergency Phone Number which is: **1-705-565-2212**;
- c. The Municipality will respond to a report of a fire at the DelShen property on a 24 hour basis, 365 days of the year;
- d. Upon arrival the Municipality will assume control of the fire suppression activities at the DelShen property;

e. In order to respond to a report of a fire, the Municipality will provide the Apparatus as defined herein.

**3. PROTECTION FEE**

a. DelShen will pay a Protection Fee to the Municipality of \$5,000.00 per year, plus HST, payable in full on or before July 1, 2019 and on the 1<sup>st</sup> day of July of each year thereafter, while this Agreement is in effect;

b. The Municipality shall give DelShen written notice of any adjustments to the Protection Fee on or before April 30<sup>th</sup> of each year and the adjusted fee shall be payable on or before July 1<sup>st</sup> of that year.

**4. CALLOUT FEE**

a. DelShen will pay a Callout Fee to the Municipality of \$500.00 per hour, plus HST, payable in full within 30 days of receiving the invoice from the Municipality for a callout to a report of a fire, whether the callout is from DelShen or any other person;

b. The Municipality shall give DelShen written notice of any adjustment to the Callout Fee on or before April 30<sup>th</sup> of each year.

**5. INFRASTRUCTURE ON DELSHEN SITE**

a. DelShen shall supply infrastructure on its property to facilitate the Municipality's fire suppression efforts. This infrastructure includes:

- (i) An underground fire tank that has a volume of 40,000 US gallons that is filled by an 80 gallon per minute water pump from Well#2 that is on generator back-up;
- (ii) A fire pump house (which is also on generator back up) that has a high volume 10 foot impeller shaft pump that is supported by a jockey pump system to keep fire hydrants charged while supplying water at high volume and pressure for the 2 fire hydrants around the perimeter of the Main Building ( one of which is located on the North side and the other on the South side of the Main Building).
- (iii) Ability for Apparatus, including but not limited to the Matachewan pump truck, to draw water from the underground fire tank (fire tank fittings are adapted to fit Matachewan fire pump truck operating system).

**6. AMENDMENTS**

a. All amendments to this Agreement shall be in writing and witnessed by a duly qualified person on behalf of the parties.

**7. INDEMNITY**

a) DelShen agrees to indemnify and save harmless the Municipality, its officers, servants, and agents from and against all claims, demands, costs, actions, causes of action, expenses whatsoever which may be taken by or made against DelShen for any loss, damage, or injury, including death, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, its servants or agents in relation to fire suppression activity undertaken by the Municipality, pursuant to this Agreement.

b) The Municipality agrees that fire fighters employed by the Municipality or volunteering to the Municipality are employees of the Municipality for the purposes of benefits under the Workplace Safety and Insurance Board.

c) DelShen will ensure that any of its employees responding to / attending at a report of a fire are covered by benefits under the Workplace Safety and Insurance Act, and any amendments thereto.

**8. TERMS and RENEWAL**

a) This Agreement supersedes and replaces any prior agreements between the parties with respect to the control of fires.

b) Subject to paragraph c), this Agreement can be terminated by either party upon 30 days written notice. Should DelShen terminate the Agreement, then the Municipality shall refund DelShen the prorata Protection Fee for the balance of the term.

c) This Agreement will be in force from July 1, 2019 up to and including June 30, 2020.

**IN WITNESS WHEREOF** this Agreement has been executed by the parties by their duly authorized signing officers.

**The Corporation of the Township of Matachewan**

**DelShen Therapeutics Corp.**

By \_\_\_\_\_  
Name: Anne Commando-Dube  
Title: Mayor

By Peter Petrie  
Name: Peter Petrie  
Title: General Manager

By \_\_\_\_\_  
Name: Janet Gore  
Title: Clerk