

**THIS FIRE PROTECTION SERVICES AGREEMENT** made in duplicate, dated the \_\_\_\_ day of December 2023.

**BETWEEN**

**CENTRAL YORK RURAL COMMUNITY**, an incorporated rural community under and by virtue of the *Local Governance Act*, SNB 2017, c.18, having its head office located at 1338 Route 105, Unit 1, Douglas, NB E3G 7K4, (hereinafter called and referred to as "CYRC")

**- AND -**

**THE CITY OF FREDERICTON**, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called and referred to as the "City")

(each a "Party", collectively, the "Parties")

**WHEREAS** the City has a fire department and provides fire protection services;

**AND WHEREAS** the Parties have decided to provide fire protection services to their residents;

**AND WHEREAS** the CYRC has requested that the City provide fire protection services to a portion of their rural community and the CYRC wishes to enter into a contract with the City for the provision of the said services;

**AND WHEREAS** the Parties wish to enter into this Agreement to set out their respective obligations with respect to the provision of Fire Protection Services by the City to the CYRC.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties agree as follows:

## **SECTION 1.0 DEFINITIONS**

1.1 In this Agreement,

- (a) "Fire Chief" means the chief of the Fredericton Fire Department or designate;
- (b) "Fire Department" means the Fredericton Fire Department of the City;

(c) "Fire Protection Services" means the provision of fire services which includes personnel and equipment to fight structural fires or fires threatening structures, scheduled life safety inspections, as determined by the Technical Inspection Services Branch of the Department of Public Safety (Province of New Brunswick), motor vehicle extrication, and fire investigation to the same level of service with respect to equipment and personnel provided to the citizens of the City of Fredericton. Fire Protection Services does not include medical response, first aid or burning permits.

## **SECTION 2.0 FUNDAMENTAL PRINCIPLES**

- 2.1 The Parties acknowledge and agree that the costs of providing Fire Protection Services under this Agreement will be allocated and collected on the same basis as residents of the City, being the assessed value of the property tax base.
- 2.2 The Parties acknowledge and agree that in providing Fire Protection Services under the terms of this Agreement, the City is assuming certain risks, including but not limited to potentially increased liability, damage to equipment, injury to personnel and reduced capacity to serve City residents; as such the City should be compensated appropriately.

## **SECTION 3.0 TERM AND TERMINATION**

- 3.1 The City shall, notwithstanding the date signed, provide and deliver Fire Protection Services as defined herein, in accordance with the terms and conditions of this Agreement, for a period of five (5) years commencing on January 1, 2024 and expiring on December 31, 2028 (the "Term"), unless terminated earlier or extended in accordance with this Agreement.
- 3.2 The Parties may, at their discretion, and subject to their mutual agreement, and option, renew this Agreement for two (2) additional five (5) year terms (each, a "Renewal Term"). The first Renewal Term would commence on January 1, 2029 and would expire on December 31, 2033; the second Renewal Term would commence on January 1, 2034 and would expire on December 31, 2038.
- 3.3 Notwithstanding Section 3.2, the CYRC shall provide notice of any intention to renew this Agreement to the City on or before August 1, 2028 prior to the end of the initial Term for the first Renewal Term and on or before August 1, 2033 prior to the end of the first Renewal Term for the second Renewal Term. The terms and conditions of this Agreement in effect at the end of the initial Term will continue for any Renewal Term, in each case, subject to any amendment in accordance with this Agreement.
- 3.4 Either Party may, at its sole discretion, at no cost, terminate this Agreement without cause at any time prior to the expiration of the Term or Renewal Term,

upon giving two (2) years prior written notice of termination to the other Party.

- 3.5 If either Party terminates this Agreement in accordance with Section 3.4, the City is entitled to payment for Fire Protection Services provided up to and including the date of termination.

#### **SECTION 4.0 CYRC RESPONSIBILITIES**

- 4.1 The CYRC shall pay the City, in equal quarterly installments, the service fee amount determined and outlined in Section 6.1 as the costs associated with the provision of Fire Protection Services on behalf of the residents of the CYRC.
- 4.2 The CYRC shall ensure that all private lanes in the CYRC are clearly marked at all intersections.
- 4.3 The CYRC shall provide written notice of any intention to renew this Agreement pursuant to Section 3.3.

#### **SECTION 5.0 CITY RESPONSIBILITIES**

- 5.1 Subject to Section 5.4 and Section 9.18, the City shall provide Fire Protection Services to the portion of the CYRC as shown on the Fire Protection Services Area as identified on the geographical map provided in Schedule A, and in alignment and in accordance with the boundaries established and determined by the NB 911 Bureau map.
- 5.2 Subject to Section 5.4 and Section 9.18, upon receiving a request for Fire Protection Services from a 911 dispatcher, the City shall respond to the request with the appropriate apparatus, equipment and personnel required to provide Fire Protection Services.
- (a) The Parties acknowledge and agree that the Platoon Captain on behalf of the City dictates the equipment and personnel required for the delivery of the Fire Protection Services.
- 5.3 In delivering Fire Protection Services, the City shall follow the same practices and procedures used within the City of Fredericton.
- 5.4 The Parties acknowledge and agree that notwithstanding Section 5.1 and Section 5.2, the Fire Chief may refuse to supply Fire Protection Services if, in the Fire Chief's opinion, the following conditions arise: the appropriate personnel, apparatus or equipment are required in the City, if sufficient resources cannot be gathered/mustered, if any equipment becomes non-functional or for any other situation or reason that precludes the safe involvement of the Fredericton Fire Department.

- (a) If any of the hereinbefore noted conditions arise under Section 5.4, the Fire Chief may activate the assistance provided under a mutual aid agreement; and
- (b) Notwithstanding Section 5, and without limiting the generality of Section 5.4, the refusal by the Fire Chief to supply Fire Protection Services includes the right and ability of the Fire Chief (in his or her, sole discretion) to, at any time, order the return of any apparatus, vehicle, equipment or personnel that is responding to a request for Fire Protection Services or is at the scene providing Fire Protection Services.

5.5 If, in the sole opinion of the Fire Chief additional assistance is required for the provision of Fire Protection Services, the Fire Chief may request additional personnel, apparatus or equipment from another fire department or if no such fire protection mutual aid agreement exists, from the next closest local government, (i.e. city, town, village, rural community) or rural district.

## **SECTION 6.0 PAYMENT FOR FIRE PROTECTION SERVICES**

- 6.1 As compensation for the provision of Fire Protection Services provided for hereunder, the CYRC shall pay the City annual service fee(s) as outlined in this Agreement.
- 6.2 The Parties acknowledge and agree that the Fire Protection Service fee(s) are established in accordance with the following financial formula:
  - (a) Costs are allocated based on the annual value of the property tax base being served, as set out in this Agreement and pursuant to the formula provided in the attached Schedule B - Allocation of Fire Services Costs.

Tax base value is determined based on the respective annual tax assessments of the year preceding the year the Fire Protection Services will be provided, (i.e. 2024 assessments for the service to be provided in 2025, etc.);

- (b) The total net costs of providing Fire Protection Services by the City pursuant to this Agreement, and other agreements the City may have with other parties for the same service, are used as the basis for allocating the cost of Fire Protection Services. Costs will be determined annually by the Parties based on assessed tax base and cost of service. The City will provide a detailed fire budget including details such as planned capital expenditures, equipment needs and purchases, fire department surplus/deficit, debentures, etc., and other related information as may be requested by the CYRC. These costs are set out in Schedule C - Annual Fire Service Costs;

- (c) Revenues received from providing similar services to other jurisdictions, water costs and costs related to emergency medical services that are not provided to CYRC or any portion thereof, and any other agreements the City may have with other parties for the same service, are to be removed from the total cost to arrive at the net cost, as set out in Schedule C;
- (d) The service fee for 2024, and each remaining year will be calculated by the City based on the revised estimate of costs for the prior year and the tax base assessments from the prior year such that the full amount of net cost of Fire Protection Services in 2024 and each remaining year will be divided equally by the tax base of all areas served; and
- (e) The total annual service fee for Fire Protection Services for 2024 and each remaining year of the Term, or Renewal Term, shall also include a risk premium payment in the amount of \$0.0100 per \$100.00 of assessed tax base served.

6.3 The Parties acknowledge and agree that the inability on the part of the City to provide Fire Protection Services under this Agreement for reasons beyond its control shall not create any financial or legal liability on the part of the City and any related officer, official, employee, volunteer or agent thereof. The amount payable by the CYRC shall be reduced on a prorated basis equivalent to the time period during which the City cannot provide the services contemplated by this Agreement.

## **SECTION 7.0 COMPLIANCE WITH LAWS**

7.1 The CYRC and the City shall comply with all applicable laws governing the conduct of its business.

## **SECTION 8.0 INSURANCE AND INDEMNITY**

8.1 The CYRC and the City shall, at its own cost and expense, obtain and maintain for the Term, or Renewal Term, and for an additional period of two (2) years thereafter the following insurance coverage:

- (a) Commercial General Liability
  - (i) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the services required to be delivered or performed under this Agreement;

- (ii) The CYRC shall list the City as an additional insured. The policy shall also contain cross liability and severability of interest; and
    - (iii) The City shall list the CYRC as an additional insured. The policy shall also contain cross liability and severability of interest.
  - (b) Automobile Liability Insurance
    - (i) The policy shall provide coverage for liability arising out of the use of owned, non-owned, leased or hired automobiles or licensed vehicles. Coverage shall consist of a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence.
- 8.2 Each of the aforementioned policies in Section 8.1(a) and 8.1(b) shall have policy limits not less than Five Million Dollars (\$5,000,000.00) per claim or occurrence, aggregate limits not less than five million dollars (\$5,000,000.00) within any policy year.
- 8.3 The insurance to be maintained by the CYRC and the City hereunder shall:
- (a) be issued by financially sound insurers licensed to carry on business in the Province of New Brunswick or Canada;
  - (b) require the insurer to provide the named additional insured with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy; and
  - (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Parties, its officers, directors, employees, servants, and agents.
- 8.4 Prior to signing this Agreement, the CYRC and the City each shall deliver to the other certificates of insurance evidencing the insurance required under this Agreement is in effect. Thereafter and throughout the Term, or Renewal Term, of this Agreement, each Party shall provide the other Party any and all renewal certificates of insurance evidencing that the insurance required under this Agreement continues in effect. Each Party shall also provide a certificate of insurance upon request from the other Party.
- 8.5 CYRC covenants to indemnify and save harmless the City and its employees, agents, contractors, subcontractors and officials from and against any and all actions, suits, proceedings, costs, charges, expenses, claims, demands, matters and things whatsoever and by whomsoever made, sustained, brought or prosecuted ("Claims") which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by the CYRC or one or more of its employees, agents,

contractors or subcontractors, and whether caused by the negligence of the CYRC or one or more of its employees, agents, contractors or subcontractors of any nature whatsoever and howsoever caused resulting from or relating to:

- (a) any breach, violation or non-performance by the CYRC of any covenant or obligation of the CYRC contained in this Agreement; and
- (b) any damage to property, either real or personal, and whether owned by the City, the CYRC or others (including any member of the public) howsoever occasioned.

Notwithstanding, any other provision in this Agreement to the contrary, the CYRC shall have no obligation to provide indemnification in respect of "Claims" to the extent the same arise as a result of a breach of this Agreement by or on behalf of the City or the negligence or willful act or omission of the City.

8.6 The City covenants to indemnify and save harmless the CYRC and its employees, agents, contractors, subcontractors and officials from and against any and all actions, suits, proceedings, costs, charges, expenses, claims, demands, matters and things whatsoever and by whomsoever made, sustained, brought or prosecuted ("Claims") which are in any manner based upon, occasioned by, attributable to or arising from anything done or suffered or omitted to be done by the City or one or more of its employees, agents, contractors or subcontractors, and whether caused by the negligence of the City or one or more of its employees, agents, contractors or subcontractors of any nature whatsoever and howsoever caused resulting from or relating to:

- (a) any breach, violation or non-performance by the City of any covenant or obligation of the City contained in this Agreement; and
- (b) any damage to property, either real or personal, and whether owned by the City, the Province or others (including any member of the public) howsoever occasioned.

Notwithstanding, any other provision of this Agreement to the contrary, the City shall have no obligation to provide indemnification in respect of "Claims" to the extent the same arise as a result of a breach of this Agreement by or on behalf of the CYRC or the negligence or willful act or omission of the CYRC.

## **SECTION 9.0 GENERAL**

9.1 **Sections, Headings and Interpretation:** The division of this Agreement into

sections and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms “herein,” “hereof,” “hereunder” and similar expressions refer to this Agreement as a whole, and not to any specific section or schedule.

- 9.2 **Time of the Essence:** Time shall be of the essence in this Agreement.
- 9.3 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars.
- 9.4 **Severability / Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining provisions or terms and conditions shall nevertheless remain in full force and effect and continue to be binding on the Parties.
- 9.5 **Agreement and Amendments:** This Agreement constitutes the entire agreement and understanding between the CYRC and the City with respect to the Fire Protection Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement. This Agreement may be amended only by written agreement duly executed by the Parties which shall become supplemental to and form part of this Agreement. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the CYRC and the City.

The following documents form part of this Agreement:

- (a) this Agreement; and
- (b) the attached Schedules.

The Parties also acknowledge and agree that any service fee changes under Section 6.0 of this Agreement shall be included in a written amending agreement duly signed by the authorized representatives of each Party.

- 9.6 **Right to Information/Protection of Privacy:** The Parties acknowledge, agree and understand they are subject to the *Right to Information and Protection of Privacy Act* (SNB 2009, c. R-10.6), as amended, (“RTIPPA”) and as such, disclosure and confidentiality obligations are governed thereunder. In addition, upon receipt of a request for disclosure under the RTIPPA, the Parties shall advise one another prior to the release of any documentation.
- 9.7 **Waiver:** No term or provision of this Agreement, and no breach of this Agreement by the City, shall be deemed to be waived or excused by the CYRC unless such waiver is in writing and signed by the CYRC. The waiver by the CYRC of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the City of the same or any other term or provision of this Agreement.



9.8 **Disputes:** If a dispute arises between the Parties relating to this Agreement, or the subject matter hereof, the Parties agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each Party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, as amended, or litigation proceedings in the courts of the Province of New Brunswick. Notwithstanding the foregoing, nothing in this Section 9.8 shall prevent the Parties from exercising its rights of termination set out under this Agreement in the circumstances described therein. It is further agreed by the Parties that they shall pay their own costs of any mediation, arbitration or litigation.

The time limits referred to in this Section 9.8 may be abridged or extended by mutual agreement of the Parties.

9.9 **Successors and Assigns:** This Agreement shall ensure to the benefit of and be binding and enforceable by the Parties and where the context permits, their respective successors and permitted assigns. Neither Party may assign any of its rights or obligations hereunder.

9.10 **Notices:** Any notice to be given under this Agreement by the Parties shall be in writing and delivered by hand, by email transmission or by registered mail, to the other Party at the address and to the attention of the contact individual indicated below:

**To the CYRC:**

1338 Route 105, Unit 1  
Douglas, NB E3G 7K4  
Attention: Chief Administrative  
Officer  
[cao@centralyork.ca](mailto:cao@centralyork.ca)  
*\*with a copy to the Fire Chief*

**To the City:**

397 Queen Street  
Fredericton, NB E3B 1B5  
Attention: City Clerk  
[cityclerk@fredericton.ca](mailto:cityclerk@fredericton.ca)  
*\*with a copy to the Fire Chief*

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either Party may change its address or contact for receipt of notices, provided that such Party gives notice thereof in accordance with this Section 9.10 and confirms the effective date of the change in such notice.

- 9.11 **Counterparts:** This Agreement may be signed by the Parties in one or more counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by both Parties. Executed signature pages delivered by facsimile or electronic mail will be deemed for all purposes to be original counterparts of this Agreement.
- 9.12 **Further Assurances:** The Parties agree to execute and deliver all such further documents and instruments and do or cause to be done all such acts and things, as either Party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
- 9.13 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.
- 9.14 **Contra Proferentem Rule Not Applicable:** Should any provision of this Agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it is agreed that both Parties, directly or through their agents, have participated in the preparation hereof.
- 9.15 **Costs:** It is acknowledged that each Party shall pay his own fees, costs, charges and expenses of and incidental to the preparation of this Agreement or incurred in connection with carrying out its obligations under this Agreement.
- 9.16 **Governing Law:** The Parties acknowledge and agree this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.
- 9.17 **Force Majeure:** The Parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, explosion, war, public enemy, terrorism, blockade, civil commotion, pandemic, epidemic, stop-work order, injunction, labour strikes or disputes, slowdowns, picketing, boycotts or other causes beyond their reasonable control, each of which will be considered a force majeure event excluding a non-performing Parties lack of or insufficient financial resources to discharge its duties or obligations hereunder.
- 9.18 **Special Circumstances:** The inability on the part of the City to provide the contracted Fire Protection Services under this Agreement for reasons beyond its control shall not create any financial or legal liability on the part of the City and any related officer, official, employee, volunteer or agent thereof.

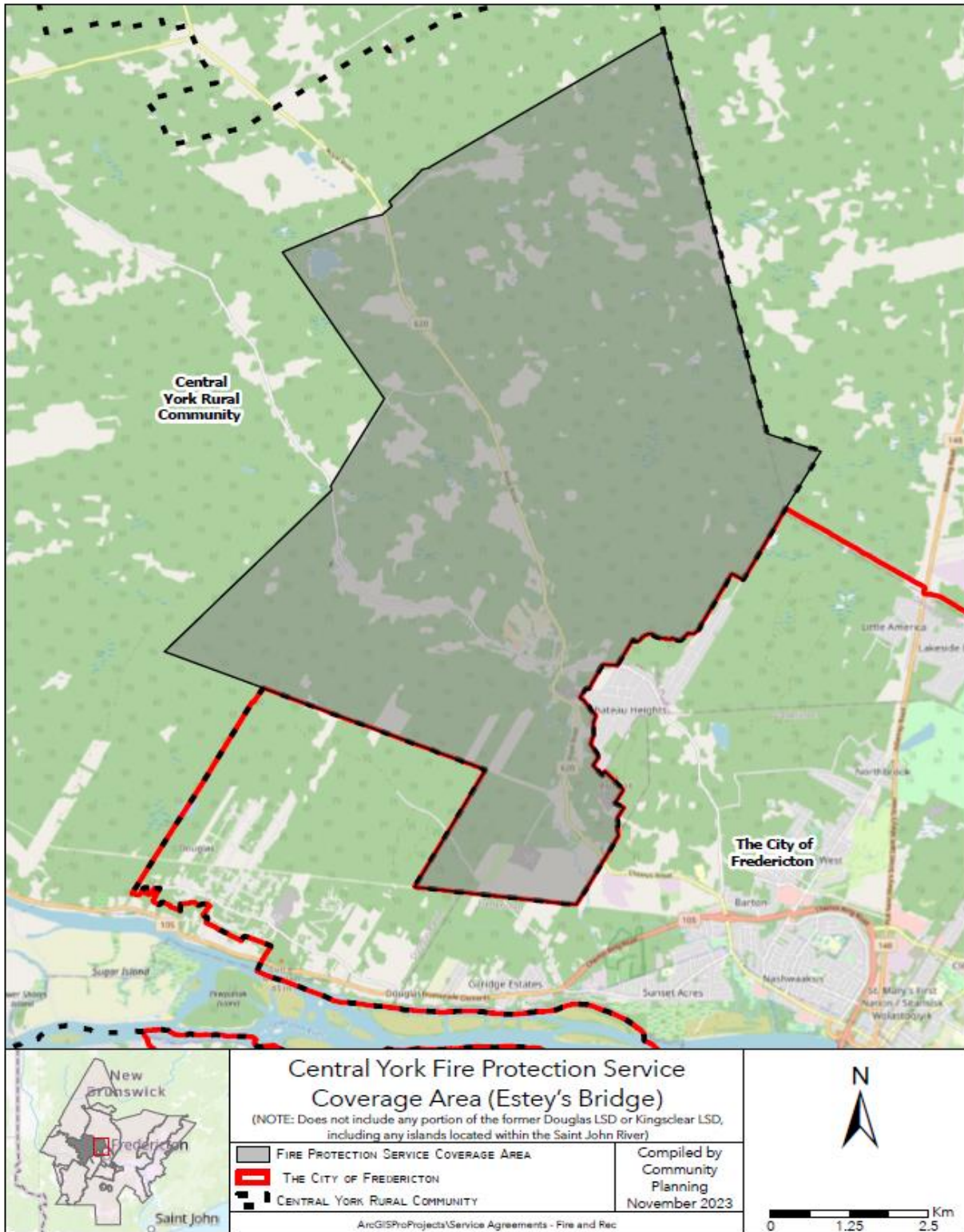
9.19 **Survival:** Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement. More specifically, neither the expiry nor the earlier termination of this Agreement shall relieve or be deemed to relieve, a Party from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, including but not limited to those duties and obligations set out in Section 3 (Term and Termination) and Section 8 (Insurance and Indemnity).

9.20 **Other:** The Parties acknowledge and agree that they have had the opportunity to seek and obtain independent legal advice or to have this Agreement reviewed by their respective legal counsel prior to signing this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first hereinabove written.

<b>Signed, Sealed and Delivered</b>	)	<b>CENTRAL YORK RURAL COMMUNITY</b>
	)	
	)	
	)	
	)	_____
	)	David DuPlessis
	)	Mayor
	)	
	)	
	)	_____
	)	Duncan Walker
	)	Clerk
	)	
	)	
	)	<b>THE CITY OF FREDERICTON</b>
	)	
	)	
	)	_____
	)	Kate Rogers
	)	Mayor
	)	
	)	
	)	_____
	)	Jennifer Lawson
	)	City Clerk
	)	

# SCHEDULE A Fire Protection Services Area



## SCHEDULE A

(Continued)

### Corresponding civic addresses as per Section 5.1\*:

Royal Road / Route 620: 1011 Route 620 to 2165 Route 620

McLeod Hill Road: 1194 McLeod Hill Road to 1149 McLeod Hill Road

Hurlett Road: From 2160 Royal Road and 19 Hurlett Road to end of Hurlett Road  
no development past 201 Hurlett Road

MacFarlane Road: From 1859 Royal Road and 20 MacFarlane Road to Kingsley Road  
at 212 McFarlane Road

Kingsley Road: From 1377 Royal Road and 9 Kingsley Road to 212 MacFarlane  
Road

Claudie Road: 550 Claudie Road to end of Claudie Road. No development past  
the golf course.

**Note:**

\* Notwithstanding alignment of boundaries as established and determined by the NB911 Bureau.

**SCHEDULE B**  
**Allocation of Fire Service Costs**

**FORM 2 - FIRE COST SHARE**

<b>2024 FIRE SERVICES AGREEMENT</b>
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<b>MUNICIPALITY OF: FREDERICTON</b>				
<b>2020 BUDGETED OPERATING EXPENSES</b>				<b>Amount</b>
	<b>2022 Budget</b>	<b>2023 Budget</b>	<b>Change</b>	<b>2023 Budget</b>
2.2.4.1.0 Administration: Personnel	1,099,035	<b>1,389,250</b>	290,215	1,389,250
2.2.4.1.9 Administration: Other	660,625	<b>641,201</b>	(19,424)	641,201
2.2.4.2.0 Fire Fighting Force: Personnel	11,496,617	<b>12,714,851</b>	1,218,234	12,714,851
2.2.4.2.9 Fighting Force: Other - <b>WS NB Ins</b>	786,965	<b>646,554</b>	(140,411)	646,554
2.2.4.3.0 Fire Alarm Systems			-	-
2.2.4.4.0 Fire Investigation & Prevention and Inspections	577,909	<b>639,498</b>	61,589	639,498
2.2.4.5.0 Water Cost (Reg. 81-195)	1,000,612	<b>1,000,612</b>	-	1,000,612
2.2.4.6.0 Training & Development: Pers.	144,660	<b>151,239</b>	6,579	151,239
2.2.4.6.9 Training & Development: Other	148,289	<b>156,705</b>	8,416	156,705
2.2.4.7.0 Station and Buildings	903,405	<b>995,752</b>	92,347	995,752
2.2.4.8.0 Firefighting Equipment	272,234	<b>302,331</b>	30,097	302,331
2.2.4.9.0 Others: Specify Below Fire Dispatch	0	<b>0</b>	-	-
Other: Capital from Operation 2.8.0.0.0			-	-
Other:			-	-
Other:			-	-
<b>Sub-Total Operating Costs</b>	<b>17,090,351</b>	<b>18,637,993</b>	<b>1,547,642</b>	<b>\$ 18,637,993</b>

<b>Capital Costs from Agreement Schedule "C"</b>				
<b>Buildings</b>				
Facilities Depreciation Expenses	707,132	764,583	57,451	764,583
<b>Vehicles</b>				
Vehicles Depreciation Expenses	292,616	309,538	16,922	309,538
<b>Equipment</b>				
Fire Equipment Depreciation	94,479	127,523	33,044	127,523
<b>Sub-Total Capital Costs</b>	<b>1,094,227</b>	<b>1,201,644</b>	<b>107,417</b>	<b>\$ 1,201,644</b>

<b>Second Previous Years Audited Fire Surplus/Deficit</b>				
Less 2020 Fire Surplus			-	<b>0</b>
Plus - 2020 Fire Deficit	14,666	238,582	223,916	<b>238,582</b>
<b>Sub-Total Second Previous Year's Surplus</b>	<b>14,666</b>	<b>238,582</b>	<b>223,916</b>	<b>238,582</b>

<b>Less Revenue From Other Sources (List Below)</b>				
EMS	350,000	350,000	-	<b>(350,000)</b>
Hazmat	100,633	105,237	(4,604)	<b>(105,237)</b>
Saint Mary's First Nation Fire Services	297,455	300,220	(2,765)	<b>(300,220)</b>
<b>Total Revenues d'Autres Sources</b>	<b>748,088</b>	<b>755,457</b>	<b>(7,369)</b>	<b>(755,457)</b>

<b>Less Water Cost</b>	1,000,612	1,000,612	0	<b>(1,000,612)</b>
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<b>TOTAL SHAREABLE COSTS</b>	<b>16,421,212</b>	<b>17,844,986</b>	<b>1,871,606</b>	<b>\$ 18,322,150</b>
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## SCHEDULE C Annual Fire Service Costs

DISTRIBUTION OF SHAREABLE COSTS							TOTAL
SUBUNITS	% of SUBUNIT Serviced	2023 Assessment	Adjusted Assessment	2023 Amount	Special Agreement 2023	TOTAL Contribution 2023	
		Assessment	Assessment	Amount	Add \$0.0100	SUBUNITS	
FREDERICTON - 17005 - FORMER LSDs	100.00%	367,067,550	367,067,550	650,431	36,707	687,138	
FREDERICTON - 17004 - ST MARYS LD	100.00%	117,591,800	117,591,800	208,369	11,759	220,128	
FREDERICTON - 17006 - LAKESIDE ESTATES	100.00%	77,603,650	77,603,650	137,511	7,760	145,271	
CENTRAL YORK - 17206 - ESTEYS BRIDGE LD	63.67%	81,259,250	51,737,764	91,678	5,174	96,851	
CENTRAL YORK - 17207 - ESTEY BRIDGE INS LD	100.00%	17,477,400	17,477,400	30,969	1,748	32,717	
RD - 17905 - NOONAN LD	100.00%	106,669,800	106,669,800	189,015	10,667	199,682	
RD - 17903 - MAUGERVILLE LD	6.09%	42,116,400	2,564,889	4,545	256	4,801	
			0	0	-	-	
			0	0	-	-	
			0	0	-	-	
<b>Sub-Total</b>		<b>809,785,850</b>	<b>740,712,853</b>	<b>1,312,518</b>	<b>74,071</b>	<b>1,386,589</b>	
<b>MUNICIPALITY: FREDERICTON</b>	100.00%	9,599,298,550	9,599,298,550	17,009,632			
<b>TOTAL DISTRIBUTION</b>		<b>10,409,084,400</b>	<b>10,340,011,403</b>	<b>18,322,150</b>			

SPECIAL AGREEMENTS			
Section 6.2 (e) \$0.0100 per \$100 of assed value			
TOTAL SPECIAL AGREEMENTS			74,071
			\$ 74,071

2023 Distribution	Per Formula	Special Agr.	TOTAL	Quarterly Pymts
Rural District - Brittany	193,560	10,923	204,484	51,121
Central York Rural Community - CAO	122,647	6,922	129,568	32,392
Municipality	17,009,632			
<b>Total</b>	<b>17,325,839</b>	<b>17,845</b>	<b>334,052</b>	

925,900.10

<b>Quarterly Payments</b>	<b>\$ 48,390</b>	<b>\$ 2,731</b>	<b>\$ 51,121</b>
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**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Duncan Walker, of Central York Rural Community, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. THAT I am the Clerk of the Central York Rural Community, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. THAT the seal affixed to the foregoing instrument purporting to be the seal of the Central York Rural Community is the Corporate Seal of the Central York Rural Community and was so affixed by order of the Rural Council.
3. THAT the signature "David DuPlessis" subscribed to the foregoing instrument is the signature of David DuPlessis, the Mayor of the Central York Rural Community, and the signature "Duncan Walker" subscribed thereto is my signature.
4. THAT the Mayor and Clerk are officers of the Central York Rural Community duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
 Central York Rural Community, in )  
 the County of York and Province )  
 of New Brunswick, this \_\_\_\_ day )  
 of December, 2023. )

\_\_\_\_\_)  
 A Commissioner of Oaths )  
 Being a Solicitor )

\_\_\_\_\_)  
 Duncan Walker



**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. THAT I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. THAT the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. THAT the signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. THAT the Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
 City of Fredericton, in the County )  
 of York and Province of New )  
 Brunswick, this \_\_\_\_ day of )  
 January 2024. )

\_\_\_\_\_)  
 )  
 A Commissioner of Oaths )  
 Being a Solicitor )

\_\_\_\_\_)  
 Jennifer Lawson