

THE CORPORATION OF THE TOWNSHIP OF WESTMEATH

BY-LAW No. 98-17

Being a By-Law to authorize a fire protection agreement.

WHEREAS: Paragraph 1, Section 207 (1) of the Municipal Act RSO 1990 Chapter M45 authorizes the Council of all municipalities to enter into agreements with other municipalities for the use of fire fighting equipment:

NOW THEREFORE: The Council of the Corporation of the Township of Westmeath

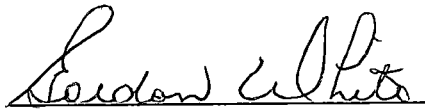
ENACTS AS FOLLOWS:

1. That an agreement be entered into between the Township of Ross, Westmeath, Bromley and the Village of Cobden with respect to Fire Services in accordance with the agreement attached.
2. That the Reeve and Clerk be authorized to execute the document attached hereto and marked as Schedule "A" to this By-Law and to affix thereto the Corporate Seal.

This By-Law shall come into force and take effect upon the date of final passing thereof.

This By-Law repeals By-Law 90-29.

PASSED and ENACTED this 22 day of July, 1998.


REEVE


CLERK

INTER-MUNICIPAL FIRE AGREEMENT

VILLAGE OF COBDEN
TOWNSHIP OF BROMLEY
TOWNSHIP OF WESTMEATH
TOWNSHIP OF ROSS

THIS IS AN AGREEMENT AMONG THE VILLAGE OF COBDEN, THE TOWNSHIP OF BROMLEY, THE TOWNSHIP OF WESTMEATH & THE TOWNSHIP OF ROSS FOR THE PROVISION OF FIRE PROTECTION IN THE DESIGNATED AREAS OF THIS AGREEMENT.

1. DEFINITIONS:

- A) FIRE PROTECTION - SHALL MEAN ALL THOSE ACTIVITIES INVOLVING FIRE SUPPRESSION, RESCUE OPERATION AND FIRE PREVENTION.
- B) FIRE APPARATUS - SHALL MEAN DIESEL FIRE TRUCK I AND GAS FIRE TRUCK II PRESENTLY LOCATED AT COBDEN FIRE HALL.
- C) MUTUAL AID - THE RENFREW COUNTY EMERGENCY FIRE SERVICE PLAN (MUTUAL AID) HAS BEEN ORGANIZED AND IS OPERATIONAL, ON A RECIPROCAL NO CHARGE BASIS, AMONG THE PARTICIPATING FIRE DEPARTMENTS, IN THE EVENT THAT ASSISTANCE IS REQUIRED WHERE LOSSES OF LIFE OR PROPERTY ARE POTENTIALLY GREAT, AND CANNOT BE HANDLED BY THE RESPONDING DEPARTMENT USING ITS OWN RESOURCES.

2. DESIGNATED AREAS

FIRE CALLS TO BE ANSWERED BY THE COBDEN FIRE DEPARTMENT:

- A. TOWNSHIP OF BROMLEY: FIRE PROTECTION FOR THE TOWNSHIP OF BROMLEY WILL BE LIMITED TO RESIDENCES WITHIN THE "646" TELEPHONE EXCHANGE.
- B. TOWNSHIP OF ROSS: FIRE PROTECTION FOR THE TOWNSHIP OF ROSS WILL BE LIMITED TO PROPERTIES LOCATED WITHIN LOTS 1, 2, 3, 6, 7 (INCLUSIVE) CONCESSION 1, WEST OF MUSKRAT LAKE.
- C. TOWNSHIP OF WESTMEATH: FIRE PROTECTION IN THE TOWNSHIP OF WESTMEATH WILL BE LIMITED TO PROPERTY WITHIN LOTS 1 TO 21 (INCLUSIVE) CONCESSION 1 AND LOTS 1 TO 20 (INCLUSIVE) CONCESSION 2 WEST OF MUSKRAT LAKE AS WELL AS LOTS 1 TO 6 (INCLUSIVE) CONCESSION 1 EAST OF MUSKRAT LAKE.
- D. VILLAGE OF COBDEN: FIRE PROTECTION FOR THE ENTIRE VILLAGE OF COBDEN INCLUDING THE VILLAGE OF COBDEN SEWAGE TREATMENT PLANT LOCATED AT LOT 6, CONC II, TOWNSHIP OF ROSS.

3. OWNERSHIP AND OPERATION OF FIRE APPARATUS

- A. THE VILLAGE OF COBDEN HAS OWNERSHIP OF THE GAS FIRE TRUCK II AND THE DIESEL FIRE TRUCK I IS JOINTLY OWNED BY THE TOWNSHIP OF BROMLEY AND THE TOWNSHIP OF WESTMEATH.

- B. THE FIRE TRUCKS ARE TO BE MANNED BY THE COBDEN FIRE DEPARTMENT WITH A MINIMUM COMPLEMENT OF THREE (3) PERSONNEL. ALL FIREMEN WHO RESPOND TO CALLS WILL BE PAID FOR TIME SPENT.
- C. WHEN THE COBDEN FIRE DEPARTMENT ANSWERS A FIRE CALL UNDER THE TERMS OF THIS AGREEMENT, THE CHIEFS OF THE DEPARTMENT SHALL:
 - (i) NOTIFY THE FIRE DEPARTMENT IN THE TOWNSHIP WHERE THE FIRE CALL ORIGINATED.
 - (ii) TAKE THE DIESEL FIRE TRUCK I TO THE SCENE OF THE FIRE AND TAKE WHATEVER ACTION THE FIRE CHIEF FEELS NECESSARY.
 - (iii) IMMEDIATELY ADVISE THE FIRE DEPARTMENT OF THE TOWNSHIP INVOLVED OF THE SITUATION. A JOINT DECISION AS TO WHAT ACTION THE TOWNSHIP FIRE DEPARTMENT WILL BE REQUIRED TO TAKE, SHALL BE MADE AT THIS TIME. UPON ARRIVAL OF THE TOWNSHIP FIRE DEPARTMENT, IT SHALL BE AT THE DISCRETION OF THE CHIEFS OF THE TWO DEPARTMENTS TO DETERMINE WHETHER IT IS NECESSARY FOR THE COBDEN DEPARTMENT TO REMAIN AT THE SCENE OR RETURN TO BASE. THE DECISION WILL BE MADE BASED ON THE FACT THAT THIS IS A FIRST RESPONSE AGREEMENT AND THE FINAL DECISION WILL BE MADE BY THE COBDEN FIRE CHIEF.
 - (iv) THE REPORTS RESULTING FROM A FIRE SHALL BE MADE BY THE CHIEF OF HOME DEPARTMENT WITH ASSISTANCE FROM THE CHIEF OF THE COBDEN FIRE DEPARTMENT.

4. FINANCIAL TERMS

THE TOWNSHIP OF BROMLEY, AND THE TOWNSHIP OF WESTMEATH AGREE TO PAY THE COBDEN FIRE DEPARTMENT FOR CERTAIN SERVICES AS FOLLOWS:

- A. EACH MUNICIPALITY SHALL PAY FOR THE COSTS OF FIRE CALLS WITHIN ITS BOUNDARY EXCEPT ROSS TOWNSHIP; WESTMEATH SHALL PAY FOR THE COST OF FIRE FIGHTING CALLS IN ROSS TOWNSHIP.
- B. STANDBY FEES WILL BE SHARED EQUALLY AMONG THE THREE PARTICIPATING MUNICIPALITIES:
 - IE. BROMLEY WILL PAY 1/3 OF THE TOTAL STANDBY FEES AND TRAINING FEES
WESTMEATH WILL PAY 1/3 OF THE TOTAL STANDBY FEES AND TRAINING FEES
COBDEN WILL PAY 1/3 OF THE TOTAL STANDBY FEES AND TRAINING FEES
- C. MAINTENANCE AND CAPITAL EXPENDITURES RELATING TO THE DIESEL FIRE TRUCK I WILL BE AUTHORIZED BY BROMLEY AND WESTMEATH TOWNSHIPS AND THE COSTS WILL BE SHARED EQUALLY BETWEEN THE TWO MUNICIPALITIES. ALL COSTS RELATING TO THE GAS FIRE TRUCK II WILL BE THE RESPONSIBILITY OF THE VILLAGE OF COBDEN.
- D. THE CLERK OF THE VILLAGE OF COBDEN WILL INVOICE THE PARTICIPATING MUNICIPALITIES FOR THE EXPENSES INCURRED AS PER THE TERMS OF THIS AGREEMENT. INVOICES WILL BE ISSUED IN DECEMBER OF EACH YEAR.
- E. REQUIRED FIREMEN WILL BE ON STANDBY THROUGHOUT THE ENTIRE YEAR WITH COSTS BEING SHARED AS PER SUBSECTION B.

F. THE COST OF MUTUAL AID CALLS OUTSIDE THE DESIGNATED AREA (INVOLVING THE DIESEL FIRE TRUCK I) SHALL BE SHARED EQUALLY BETWEEN BROMLEY AND WESTMEATH TOWNSHIPS.

5. MAINTENANCE OF FIRE APPARATUS

A. MAINTENANCE OF THE FIRE DEPARTMENT APPARATUS IS TO BE SUPPLIED OR DONE BY THE COBDEN FIRE DEPARTMENT WITH THE COSTS RELATING TO DIESEL FIRE TRUCK I SHARED EQUALLY BETWEEN BROMLEY AND WESTMEATH.

B. THE FIRE TRUCKS WILL BE HOUSED IN THE COBDEN FIRE HALL.

C. ALL COSTS RELATING TO GAS FIRE TRUCK II WILL BE PAID BY THE VILLAGE OF COBDEN.

6. MISCELLANEOUS

A. THE FIRE TRUCKS MENTIONED IN THIS AGREEMENT SHALL BE EQUIPPED TO BE AVAILABLE FOR MUTUAL AID.

B. IN LIEU OF HOUSING FEES THE DIESEL FIRE TRUCK WILL BE MADE AVAILABLE TO THE COBDEN FIRE DEPARTMENT FOR FIGHTING FIRES IN THE VILLAGE OF COBDEN. ALL CAPITAL AND REPAIR COSTS TO HOUSE THE DIESEL FIRE TRUCK WILL BE THE SOLE RESPONSIBILITY OF THE VILLAGE OF COBDEN.

C. THIS AGREEMENT WILL BE REVIEWED ONE YEAR AFTER ITS ACCEPTANCE AND AT LEAST ONCE IN EACH THREE YEAR PERIOD THEREAFTER TO COINCIDE WITH THE FIRST SITTING OF NEW COUNCILS.

D. TOWNSHIPS ARE RESPONSIBLE FOR THEIR OWN INSURANCE FOR DIESEL TRUCKS.

THIS AGREEMENT REPLACES ALL PREVIOUS AGREEMENTS IN EFFECT.

VILLAGE OF COBDEN

David Stewart REEVE
Donna D. CLERK-TREASURER

TOWNSHIP OF BROMLEY

Clarence McBride REEVE
Louella R. CLERK-TREASURER

TOWNSHIP OF WESTMEATH

Seamus P. REEVE
Randi Ruth CLERK-TREASURER

TOWNSHIP OF ROSS

Alvin Stone REEVE
Eleanor Tabbitt CLERK-TREASURER

DATED THIS 6th DAY OF October, 1998.