

THE CORPORATION OF
THE TOWNSHIP OF WHITEWATER REGION

By-Law # 11-01-467

Being a By-Law to authorize the Mayor and CAO to execute an Agreement with the Corporation of the Township of Admaston/Bromley with respect to automatic aid fire protection

WHEREAS Section 2 (6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into automatic aid agreements with other municipalities; and

WHEREAS Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25 authorizes the Councils of municipalities to enter into agreements with other municipalities for the use of fire fighting equipment, or any of it; and


WHEREAS the Council of the Corporation of the Township of Admaston/Bromley has requested automatic aid fire protection from the Township of Whitewater Region;

WHEREAS the Council of the Corporation of the Township of Whitewater Region deems it desirable and expedient to enter into such an Agreement with the said municipality.

NOW THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. **That** the Mayor and CAO be, and hereby are authorized to execute on behalf of the Corporation, the agreement between the Corporation of the Township of Whitewater Region and the Corporation of the Township of Admaston/Bromley for automatic aid fire protection for the period as set out in the form attached hereto as **Schedule 'A'** which said Schedule forms a part of this By-law as if fully recited herein.
2. **That** the Mayor and CAO be, and hereby are authorized to do or to cause to be done all such manner of act or thing as may be required in order to give full force and effect to this By-Law.
3. **That** this By-Law shall take effect and come into force immediately upon the passing thereof.

Read a First, Second and Finally Passed on the Third Reading this 19th day of January, 2011



Mayor



CAO

SCHEDULE 'A'
FIRE AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
(Hereinafter called "Whitewater")

and

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
(Hereinafter called "Admaston/Bromley")

WHEREAS By-laws have been duly enacted by the Corporate parties hereto respectively, pursuant to the provisions of Section 19(2), of the Municipal Act, 2001, S.O. 2001, c. 25 to authorize an agreement between the said parties relative to the use of certain fire fighting equipment of the said TOWNSHIP OF WHITEWATER REGION within the described "fire area" of the said TOWNSHIP OF ADMASTON/BROMLEY.

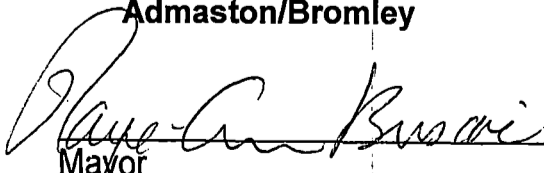
NOW, in consideration herein contained, it is mutually agreed between the parties hereto, as follows:

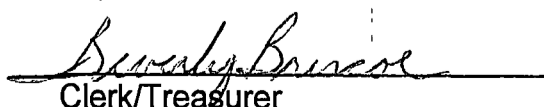
1. In this agreement,
 - (a) "Admaston/Bromley Fire Department" means the Douglas Fire Department
 - (b) "Admaston/Bromley Fire Chief" means the Chief of the Douglas Fire Department.
 - (c) "Whitewater Fire Department" means the Township of Whitewater Region Fire Department.
 - (d) "Whitewater Fire Chief" means the Chief of the Township of Whitewater Region Fire Department.
 - (e) "Fire Area" means all the area(s) of the Township of Admaston/Bromley, as described in Appendix 1 attached to and forming part of this agreement.
 - (f) "Fire Protection Services" means and includes only the following:
 - (1) Fire Suppression
2. The Township of Whitewater Region will supply, except as hereinafter limited or excluded, "fire protection services" to the Township of Admaston/Bromley, in the "fire area".
3. Subject to clause 15 & 16 hereunder, the Township of Whitewater Region shall provide to the Township of Admaston/Bromley the services set out herein from the 1st day of January 2011 to the 31st day of December 2014.
4. The apparatus and personnel of the fire department that will respond to occurrences in the "fire area" will include the following from Fire Stations No. 1 & 2:
 - (a) One (1) pumper/tanker with four (4) fire fighters including an officer.
5. The "Fire Protection Services" provided under this agreement shall be "first response only". The Douglas Fire Department shall respond to each call and shall take command upon their arrival.
6. It is the responsibility of each fire department to ensure that the other party is immediately notified of an emergency in the "fire area".
7. The "Fire Chief" may refuse to supply "Fire Protection" in the "fire area" if the personnel, apparatus and equipment are required in the Township of Whitewater Region or elsewhere under the provision of the Renfrew County Emergency Fire Service Plan. Similarly the "Fire Chief" may order the return of such personnel, apparatus and equipment that is responding to or is at the

scene of an occurrence in the "fire area". No liability shall attach or accrue to the Township of Whitewater Region for failing to supply to the Township of Admaston/Bromley on any occasion or occasions the said fire protection services provided for in this agreement.

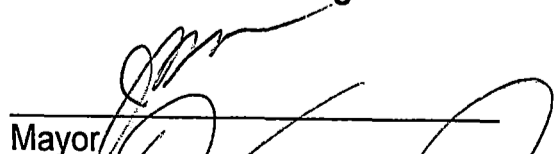
8. The Admaston/Bromley Fire Chief will be responsible for establishing and notifying in the manner and to the extent deemed necessary, residents and occupants of the "fire area" of the procedures for reporting an emergency and of the services provided by the "Fire Department".
9. No liability shall attach or accrue to the Township of Admaston/Bromley by reason of any injury or damage sustained by the personnel, apparatus or equipment of the "Fire Department" while engaged in the provision of "Fire Protections Services" in the "fire area".
10. The Admaston/Bromley Fire Chief will submit all claims and the Township of Admaston/Bromley will receive funds recoverable for occurrences at which the "Fire Department" attends on provincial highways in the "fire area".
11. In the case of an incident pursuant to the Forest Fire Prevention Act and regulations, the "Whitewater Fire Chief" will be considered a fire warden and will immediately notify the Chief Fire Warden for the Township of Admaston/Bromley and any other fire wardens that might be necessary. The "Fire Chief" will submit all necessary reports and claims to the Ministry of Natural Resources.
12. The Township of Admaston/Bromley shall pay to the Township of Whitewater Region the sum of \$6, 500.00 annually. Payments shall be comprised of one payment, payable on May 31st in each 2011, 2012, 2013 and 2014.
13. After the first hour, if the Douglas Fire Department requires further assistance, it shall be deemed to be in accordance with the Renfrew County Mutual Aid Fire Service Plan.
14. So often as there may be any dispute between the parties to this agreement, or any of them, with respect to any matter contained in this agreement, including, but not limited to the interpretation of this agreement, the same shall be submitted to arbitration under the provision of the Municipal Arbitration's Act, R.S.O. 1990 c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this agreement. If for any reasons the said arbitration cannot be conducted pursuant to the provision of the Municipal Arbitration's act, then the parties hereto shall agree to the selection of a single Arbitrator, and in the absence of agreement, such arbitrator shall be appointed by judge of the Ontario Court of Justice (General Division) pursuant to the provisions of the Arbitration's Act R.S.O. 1990, c.M.48 or pursuant to any successor legislation.
15. This agreement shall be in force until terminated by either party upon sixty (60) days written notice to the other party.
16. Notwithstanding Section #15, setting out the termination of this agreement, the agreement may be amended by the mutual consent of the parties after the party desiring the amendment(s) gives the other party sixty (60) days written notice of the proposed amendment(s).
17. In witness whereof the parties have hereunto affixed the signatures of their duly authorized officers together with their corporate seals.


**Corporation of the Township of
Admaston/Bromley**


Mayor


Clerk/Treasurer

**Corporation of the Township of
Whitewater Region**


Mayor


CAO/Clerk