

The Corporation of the Township of Whitewater Region

By-law Number 18-05-1065

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**A by-law to authorize the execution of a Heavy Rescue (Extrication) Agreement with the Township of Admaston/Bromley**

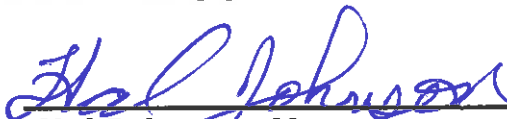
**Whereas**, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

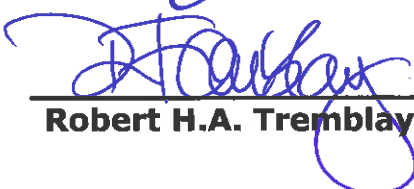
**Whereas**, Council of the Township of Whitewater Region deems it necessary to enter into a revised agreement with the Township of Admaston/Bromley;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. The Mayor and the Chief Administrative Officer/Clerk are authorized to execute the revised Heavy Rescue (Extrication) Agreement between the Corporation of the Township of Admaston/Bromley and the Corporation of the Township of Whitewater Region.
2. The Heavy Rescue (Extrication) Agreement attached forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

**Read a first, second and third time and finally passed this 16th day of May, 2018.**

  
\_\_\_\_\_  
Hal Johnson, Mayor

  
\_\_\_\_\_  
Robert H.A. Tremblay, Clerk

## Heavy Rescue (Extrication) Agreement

BETWEEN

**The Corporation of the Township of Whitewater Region**  
(Hereinafter referred to as "Township of Whitewater Region")

AND

**The Corporation of the Township of Admaston/Bromley**  
(Hereinafter referred to as "Township of Admaston/Bromley")

IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS AGREED BETWEEN THE TWO PARTIES AS FOLLOWS:

1. Definitions

**"Call"** shall mean an emergency incident within the Municipality of the Township of Admaston Bromley for the provision of Heavy Rescue (Extrication) services.

**"Equipment"** shall mean the equipment necessary for Heavy Rescue (Extrication) services owned by the Township of Whitewater Region.

**"Incident Commander"** shall mean the Whitewater Region's Chief or responding Officer in Charge.

2. Area to be Protected

2.1 It is agreed that the Whitewater Region Fire Department will respond to calls within the agreed area of the Township of Admaston/Bromley and that all calls for Heavy Rescue (Extrication) within the agreed area will immediately dispatch the Whitewater Region Fire Department.

2.2 The Whitewater Region Fire Department shall make all reasonable attempts to respond to any call for which it has been notified within the agreed area of the Township of Admaston/Bromley. Additional fire apparatus and firefighters will be provided by the Whitewater Region Fire Department as deemed necessary by the Incident Commander.

2.3 It is agreed between the parties hereto that should the Whitewater Region Fire Department be dispatched and respond to a call and upon arriving at the scene determine that the call is actually outside the agreed area of response within the Township of Admaston/Bromley, the Whitewater Region Fire Department will notify the Admaston/Bromley Fire Department and continue to service the call until such time as the correct Fire Department for the jurisdiction of the call arrives at the scene. The Township of Whitewater Region will bill the Township Admaston/Bromley accordingly for its time at the call and the Township of Admaston/Bromley agrees to pay for such service.

## Heavy Rescue (Extrication) Agreement

### 3. Equipment & Firefighters

- 3.1 It is agreed that sufficient firefighters and equipment as deemed necessary by the Incident Commander will respond to each call.
- 3.2 In any event it is understood that all efforts will be made by the Whitewater Region Fire Department to ensure that the **minimum** response to a call will be one (1) apparatus, all necessary Heavy Rescue (Extrication) Equipment and three (3) personnel.
- 3.3 It is agreed that any additional personnel or equipment of the Whitewater Region Fire Department above the agreed **minimum** response will be at the expense of the responding Whitewater Region Fire Department.

### 4. Response

- 4.1 In the event the Whitewater Region Fire Department receives a call within its municipality while responding to, or at the scene of a call, the Incident Commander **will immediately** notify the Admaston/Bromley Fire Department via dispatch and update the dispatch centre that a Whitewater Region Fire Department rescue response cannot be made.
- 4.2 Whenever the Whitewater Region Fire Department is committed to a call within its boundaries, or within an area for which there is another agreement, or to Renfrew County Mutual Fire Aid assistance call, and there is a request for Heavy Rescue (Extrication) Services, the Incident Commander will notify dispatch and update the Admaston/Bromley Fire Department that Whitewater Region will be unable to provide the service and the nearest neighboring Heavy Rescue (Extrication) Service will be dispatched. The Incident Commander will notify the Admaston/Bromley Fire Department through dispatch as soon as the Service can again be provided.
- 4.3 It is understood that if for any reason the Whitewater Fire Department cannot respond to a call for service within the Township of Admaston/Bromley, the Whitewater Region Fire Department will make all necessary arrangements for response through Renfrew County Mutual Aid by another neighbouring municipality, which provides Heavy Rescue (Extrication) Services.
- 4.4 It is further understood and agreed that notwithstanding the provisions of the Agreement, and as provided for in *The Municipal Act, S.O. 2001, c. 25*, and any amendment thereto, no liability shall accrue to the Whitewater Region Fire Department for failing to supply the use of Heavy Rescue (Extrication) Services, equipment or any of it, in answer to a call.

## **Heavy Rescue (Extrication) Agreement**

### **5. Indemnification**

5.1 The Township of Admaston/Bromley agrees that it will at all times indemnify and save harmless the Township of Whitewater Region and the members of the Whitewater Region Fire Department for any and all claims, actions, suits or demands for damage or otherwise for any negligence of action on the part of the Township of Whitewater Region and the members of the Whitewater Region Fire Department while performing any of the services provided by this agreement.

### **6. Liability**

6.1 No liability shall attach or accrue to the Township of Admaston/Bromley by reason of any injury or damaged sustained by personnel, apparatus, or equipment of the Whitewater Region Fire Department while engaged in the provision of Heavy Rescue (Extrication) Services within the municipal boundaries of the Township of Admaston/Bromley.

### **7. Mutual Aid**

7.1 Should additional assistance by way of personnel, apparatus, or equipment in addition to that provided by the Whitewater Region Fire Department be required, the Incident Commander may invoke the applicable provisions of the County of Renfrew Mutual Aid Plan.

### **8. Reports**

8.1 The Whitewater Region Fire Department shall provide an incident report to the Admaston/Bromley Fire Department after each incident.

### **9. Authority at the Scene**

9.1 The Incident Commander shall have full authority and control over all personnel and equipment, which may be engaged at the call.

9.2 Transfer of command to the Admaston/Bromley Fire Department may be done at the discretion of the Incident Commander when the extrication call is complete and it is safe to do so.

9.3 Upon transfer of command to the Admaston/Bromley Fire Department all Whitewater Fire Department equipment and personnel will be released from the call as soon as it is safe to do so.

## Heavy Rescue (Extrication) Agreement

### 10. Fees

- 10.1 The Township of Admaston/Bromley hereby agrees to pay the Township of Whitewater Region an **Annual Administration Fee** in accordance with Schedule "A" attached, for the provision of Heavy Rescue (Extrication) Services, which shall be due and payable January 1<sup>st</sup> of each year beginning January 1<sup>st</sup>, 2014.
- 10.2 In addition to the Administration Fee, the Township of Admaston/Bromley agrees to pay the Township of Whitewater Region a **Service Rate** in accordance with Schedule "A" attached, for response to calls for Heavy Rescue (Extrication) Services.
- 10.3 A statement of calls, together with an invoice for such calls, will be provided monthly by the Township of Whitewater Region.
- 10.5 In the case of a call being cancelled or called-off after the Whitewater Region Fire Department has been dispatched, the Township of Admaston/Bromley will be invoiced and agree to pay for such response in accordance with Schedule "A". Calls cancelled on MTO roads are not exempt from this fee.
- 10.6 The fees contained in Schedule "A" of this Agreement are subject to review after one (1) year and annually thereafter and whenever there is an increase to rates paid by the MTO for Heavy Rescue (Extrication) Services.

### 11. Terms of Agreement

- 11.1 It is agreed between the parties hereto that the terms of this Agreement shall come into force and take effect on the 1<sup>st</sup> day of January 2014 and remain in full force and effect for a period of one (1) year after which the agreement is automatically renewable annually unless notice is given to terminate this agreement as per article 11.3.
- 11.2 Amendments may be made at any time by the mutual consent of the parties after the party desiring the amendment (s) gives the other party thirty (30) days written notice of the proposed amendment. Both parties must agree in writing to the amendments.
- 11.3 This agreement may be terminated by either party by giving notice to the the party not less than ninety (90) days prior to the desired termination date. Any monies owing to the Township of Whitewater Region and not paid shall forthwith be paid to the Township of Whitewater Region prior to the date of said termination.

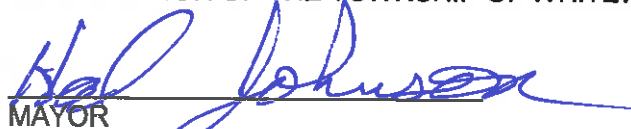
**Heavy Rescue (Extrication) Agreement**

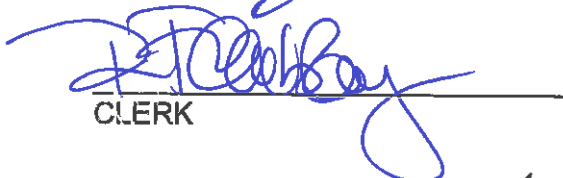
12. Severability

12.1 In the event that any covenant, provision or term of this agreement should at any time be held by any competent tribunal to be void or unenforceable, then the agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this agreement which shall remain in full force and effect mutates mutandis.

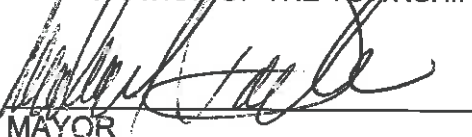
IN WITNESS WHEREOF the parties have hereunto affixed their Corporate Seals under the hand of its Officers duly authorized in that behalf.

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

  
MAYOR

  
CLERK

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

  
MAYOR

  
CLERK

**Heavy Rescue (Extrication) Agreement**

**Schedule "A"**

**Fees**

<b>#</b>	<b>Description</b>	<b>Fee</b>
1	Annual Administrative Fee	\$1,000.00
2	Service Rate	MTO Rates as amended (currently for the first hour or any part thereof: \$465.00 and \$232.00 for each additional one-half hour or part thereof)  Minimum Charge = MTO hourly rate as amended
3	Cancelled Call	Will be charged in accordance with the Service Rate

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AND

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- 10.2 In addition to the Administration Fee, the Township of Admaston/Bromley agrees to pay the Township of Whitewater Region a **Service Rate** in accordance with Schedule "A" attached, for response to calls for Heavy Rescue (Extrication) Services.
- 10.3 A statement of calls, together with an invoice for such calls, will be provided monthly by the Township of Whitewater Region.
- 10.5 In the case of a call being cancelled or called-off after the Whitewater Region Fire Department has been dispatched, the Township of Admaston/Bromley will be invoiced and agree to pay for such response in accordance with Schedule "A". Calls cancelled on MTO roads are not exempt from this fee.
- 10.6 The fees contained in Schedule "A" of this Agreement are subject to review after one (1) year and annually thereafter and whenever there is an increase to rates paid by the MTO for Heavy Rescue (Extrication) Services.

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**Heavy Rescue (Extrication) Agreement**

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IN WITNESS WHEREOF the parties have hereunto affixed their Corporate Seals under the hand of its Officers duly authorized in that behalf.

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

  
MAYOR

  
CLERK

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

## Heavy Rescue (Extrication) Agreement

### Schedule "A"

#### Fees

#	Description	Fee
1	Annual Administrative Fee	\$1,000.00
2	Service Rate	MTO Rates as amended (currently for the first hour or <b>any part thereof: \$465.00</b> and \$232.00 for each additional one-half hour or part thereof)  Minimum Charge = MTO hourly rate as amended
3	Cancelled Call	Will be charged in accordance with the Service Rate