CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

By-Law No. 2012-14

Being a By-Law to authorize the execution of a Fire Protection Agreement Between the Corporation of the Township of Admaston/Bromley And the Corporation of the Town of Renfrew

WHEREAS Section 2 (5) of the Fire Protection and Prevention Act, Chapter 4, S.O., 1997, authorizes a municipality to enter into fire protection agreements with other municipalities; and

AND WHEREAS Section 20(1) of the Municipal Act, S.O. 2001 Chapter 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

AND WHEREAS the Council of The Corporation of the Township of Admaston/Bromley has requested first response fire protection services from the said municipality;

AND WHEREAS the Council of The Corporation of the Township of Admaston/Bromley 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 Admaston/Bromley enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute on behalf of The Corporation, the agreement between the Corporation of the Township of Admaston/Bromley and the Town of Renfrew for first response fire protection for the period as set out in the form attached hereto as Appendix "A" which said Appendix will form a part of this by-law as if fully recited herein.
- 2. That the Mayor and Clerk are hereby 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 and second time this 2nd day of February 2012.

Mayor

Read a third time and finally passed this 2nd day of February 2012.

Clerk-Treasurer

Appendix "A"

This Agreement made as of the 12^{TH} day of December , 2011.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY Hereinafter called the "Corporation"

-and-

THE CORPORATION OF THE TOWN OF RENFREW Hereinafter called the "Town"

In consideration of the obligations stipulated herein, the Corporation and the Town agree as follows:

- 1. The Town shall provide to the Corporation the services set out herein commencing the 1st day of January, 2012 and ending the 31st day of December 2012.
- 2. This Agreement shall automatically renew for further term(s) of one (1) year, subject to the following:
 - a) this Agreement may be terminated or altered at any time by either party giving 90 days prior written notice to the other party. Notice shall be served upon the Clerk of the other party at its municipal address by regular post and shall be deemed to have been received on the date of the giving of such notice.
 - b) all of the terms and conditions of this Agreement shall apply during the renewal term(s).
- 3. The Corporation shall pay to the Town the sum of \$28,500 in 2012, plus applicable taxes. For each subsequent annual renewal term, the sum shall be adjusted by a percentage amount equivalent to the change in the Consumer Price Index as reported by Statistics Canada for the previous twelve (12) month period. Payments shall be comprised of three equal installments payable on April 30th, August 31st and December 31st.
- 4. The Town shall provide only the services of first response for emergencies in the area marked on the map attached hereto and forming a part hereof. First response shall include two (2) full-time fire firefighters responding in a pumper and two (2) volunteer fire fighters.
- 5. Residents of the Corporation shall notify the Town's Fire Department by using the 911 emergency telephone number.
- 6. The Corporation represents that it has jurisdiction and authority over the Douglas Fire Department.
- 7. The Douglas Fire Department shall be notified of all emergencies in the affected area and shall respond accordingly. The Douglas Fire Department shall be responsible for reporting and investigating all emergencies in the affected area. The Douglas Fire Department shall be responsible for fire prevention activities, including inspections.
- 8. The Town's Fire Department will provide preventative fire education services to the Admaston Public School as determined from time to time by the Town's Fire Chief and the Corporation's Fire Chief.
- 9. Notwithstanding this agreement, it is agreed between the parties hereto that no liability accrues to the Town and/or any employees of the Town for failing to supply the services as set out herein or any of them.

IN WITNESS THEREOF the parties hereto have affixed their respective corporate seals under the hands of their proper signing officers duly authorized for such purpose.

The Corporation of the Township of Admaston/Bromley

Raye-Anne Briscoe, Mayor

Beverly Briscoe, Clerk-Treasurer

DATED at Renfrew, Ontario this

The Corporation of the Town of Renfrew

William A. Ringrose, Mayor

)Kim R. Bulmer, Clerk

