

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2022-05

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

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

AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley has requested fire protection from the Township of Greater Madawaska;

AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley deems it desirable and expedient to enter into 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 an agreement between the Corporation of the Township of Admaston/Bromley and the Township of Greater Madawaska for fire protection for the period as set out in the forms attached hereto as Schedule "A" and "B" which said Schedules form a part of this By-Law.
- (2) That By-Law No. 2018-56 is hereby repealed.
- (3) That this By-Law shall take effect and come into force immediately upon the passing thereof.

Read a First and Second Time this 6th day of January 2022

Read a Third time and finally passed this 6th day of January 2022

Mayor

CAO/Clerk

Schedule "A"

FIRE AGREEMENT

BETWEEN:

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

and

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA
(Hereinafter called "Greater Madawaska")

WHEREAS By-laws have been duly enacted by the Corporate parties hereto respectively, pursuant to the provisions of Section 20 (1), 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 GREATER MADAWASKA 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 and the Chief Fire Warden under the Forest Fire Prevention Act.
 - (c) "Greater Madawaska Fire Department" means the Township of Greater Madawaska Fire Department
 - (d) "Greater Madawaska Fire Chief" means the Chief of the Township of Greater Madawaska 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 Greater Madawaska 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 Greater Madawaska shall provide to the Township of Admaston/Bromley the services set out herein from the 1st day of January 2022 to the 31st day of December 2024.
4. The apparatus and personnel of the fire department that will respond to occurrences in the "fire area" will include the following:
 - (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 Greater Madawaska 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 Greater Madawaska 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". In the event the call results in the Township of Greater Madawaska Fire Department utilizing extrication experience and/or equipment the Greater Madawaska Fire Chief will submit all claims and the Township of Greater Madawaska will receive funds recoverable for occurrences at which the "Fire Department" attends on provincial highway in the "fire area".
11. In the case of an incident pursuant to the Forest Fire Prevention Act and regulations, the "Greater Madawaska 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 Greater Madawaska the sum of \$4,616.15 annually plus a COLA increase will be added for 2022. COLA adjustments will be based on the County of Renfrew COLA adjustment approved annually. Payments shall be comprised of one payment, payable on June 30th in each of 2022, 2023, 2024.
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**

**Corporation of the of Township
Greater Madawaska**

Mayor

Mayor

CAO/Clerk

CAO/Clerk

Schedule "B"

The following areas are covered by the Township of Greater Madawaska on behalf of the Township of Admaston/Bromley and correspond to the current Dispatch Protocol (2007).

- 19 to 126 Holy Well Road (even numbers)
- 1 to 18 Holy Well Road
- 375 to 404 Mount St. Patrick Road (even numbers)
- 405 to 588 Mount St. Patrick Road
- 2473 to 2648 Pucker Street
- 2855 to 3046 Pucker Street (even numbers)
- 501 to 640 Boudreau Road
- 1 to 1220 English Road
- 1 to 690 Whalen Road