

TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2022-58

Being a By-Law to authorize the Mayor and Clerk to execute an Agreement with the Corporation of the Township of Whitewater Region with respect to Heavy Rescue (Extrication) Services

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 with respect to Heavy Rescue (Extrication) Services from the Township of Whitewater Region; 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 be, and hereby are authorized to execute on behalf of the Corporation, the revised agreement between the Corporation of the Township of Admaston/Bromley and the Corporation of the Township of Whitewater Region for automatic aid with respect to Heavy Rescue (Extrication) Services within the described “response area” of the said Township of Admaston/Bromley for the period as set out in the Agreement attached hereto as **Appendix ‘A’** which said Agreement forms a part of this By-Law as if fully recited herein.
2. **That** the “Response Area” means all the area(s) of the Township of Admaston/Bromley, as set out on the map attached hereto as **Appendix ‘B’** to and forming part of this By-Law.
3. **That** the Mayor and Clerk 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.
4. **That** By-Law 2018-30 is hereby repealed, effective December 31, 2022.
5. **That** this By-Law shall take effect January 1, 2023.

Read a First and Second Time this 18th day of August 2022

Read a Third Time and finally passed this 18th day of August 2022

Mayor

CAO/Clerk

Appendix “A” to By-Law 2022-58

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.

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.
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 Upon request 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.

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 1st of each year beginning January 1st, 2023.
- 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.
- 10.4 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.
- 10.5 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 1st day of January 2023 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.

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

CAO

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

MAYOR

CAO/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 any part thereof: 509.89 and \$255.00 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

Appendix "B" to By-Law 2018-30

