

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW 2023-60

**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 North Algona Wilberforce Township**

WHEREAS Section 2 (5) 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 North Algona Wilberforce Township has requested “First Response” fire protection services from the Township of Admaston/Bromley;

AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley deems it desirable and expedient to enter into an Automatic Aid 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 CAO/Clerk are hereby authorized to execute on behalf of the Corporation an agreement between the Corporation of the Township of Admaston/Bromley and North Algona Wilberforce Township for “First Response” fire protection for the period as set out in the attached agreement and hereto will form part of this By-Law.

Read a First and Second Time this 14th day of December 2023

Read a Third time and finally passed this 14th day of December 2023

Mayor

CAO/Clerk

FIRE PROTECTION AGREEMENT

BETWEEN

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

Hereinafter called "North Algona Wilberforce" of the first part

AND

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

Hereinafter called "Admaston/Bromley" of the second part

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, Chapter 25, S.O. 2001, as amended, to authorize an Agreement between the parties; and

WHEREAS the Fire Protection and Prevention Act, Chapter 4, S.O., 1997, s. 2(5) authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS Admaston/Bromley operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within Admaston/Bromley and known as the "Douglas Fire Department".

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

Definitions

1. In this agreement,

- (1) "**Designate**" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
- (2) **Fire area** means the fire area of North Algona Wilberforce as described in Schedule "A" attached to and forming part of this agreement.
- (3) **Fire Chief** means the Chief of the North Algona Wilberforce Fire Department.
- (4) "**Fire Protection Services**" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as including: "fire suppression, investigation, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services.
- (5) "**Mutual Aid Assistance**" means a program:
 - To provide / receive assistance in the case of a major emergency / significant event in a municipality.
 - To provide a mechanism that can be used to activate responses to incidents that exceed the capability of a municipality.

Fire Protection Services

- 2 (1) The Douglas Fire Department will supply, except as hereinafter limited or excluded, "First Response" fire protection services to North Algona Wilberforce in the Fire Area, and "First Response" is understood to mean "initial response" as described in section 1(4) of the Fire Protection and Prevention Act, and this Agreement shall constitute an automatic aid agreement pursuant to such section.
 - (a) Limitations: The Douglas Fire Department shall provide "initial response" only when the request for service involves a reported structure fire, a fire alarm activation, a carbon monoxide event, or any motor vehicle collision resulting in injuries
 - i) However, notwithstanding the Douglas Fire Department shall provide "initial response" when contacted by the Renfrew (CACC) Dispatch even if the request for service is not listed in (1) (a).
 - (b) The North Algona Wilberforce Fire Department shall retain all other fire protection and prevention responsibilities in the Fire Area as may be required by legislation.
 - (c) The parties acknowledge and agree that fire apparatus and personnel that will respond to occurrences in the Fire Area will constitute sufficient apparatus and firefighters to accomplish the specific services identified in this agreement.
 - (d) North Algona Wilberforce shall ensure that all Ministry of Natural Resources Agreements are current and up to date. Copies of the Agreements and details outlining the services are attached as Schedule "E" to this Agreement. All costs incurred from


Ministry of Natural resources involvement shall be the sole responsibility of North Algona Wilberforce.

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|--------------------------------------|---|
| Authority of Fire Chief | <ol style="list-style-type: none">3. (1) The Fire Chief of the Douglas Fire Department or Designate shall have full authority and control over any and all activities related to "First Response" in which the Douglas Fire Department may be engaged within the fire area.(2) Renfrew (CACC) Dispatch shall contact the North Algona Wilberforce Fire Department who will respond and assume control of the incident.(3) The Fire Chief or Designate of the North Algona Wilberforce Fire Department shall assume command of the incident upon arrival at the scene. Transfer of command shall follow Standard Incident Management Protocol.(4) The on scene members of the Douglas Fire Department may remain available at the request of the Incident Commander and become a Sector in the Incident Management System as part of Mutual Aid Assistance.<ol style="list-style-type: none">i) After the first hour has passed, if North Algona Wilberforce Fire Department requires further assistance, it shall be deemed in accordance with the Renfrew County Mutual Aid Plan. |
| Static Water Sources | <ol style="list-style-type: none">4. North Algona Wilberforce agrees to provide all readily accessible static sources of water available for fire fighting operations. See Schedule "B" attached to and forming part of this Agreement. |
| Road Signage | <ol style="list-style-type: none">5. North Algona Wilberforce agrees to identify all streets and roads in the Fire Area by having them clearly marked at all intersections. |
| Bridges and Restrictions on Services | <ol style="list-style-type: none">6. North Algona Wilberforce agrees to identify all bridges under township or other jurisdiction. Bridges identified as being unable to carry the weight of the fire apparatus shall be set out in Schedule "C" attached to and forming part of this Agreement. North Algona Wilberforce acknowledges that any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus. |
| Emergency Plans | <ol style="list-style-type: none">7. (1) The North Algona Wilberforce Fire Chief retains authority and responsibilities under the terms of the North Algona Wilberforce emergency response plan. The North Algona Wilberforce Fire Chief may delegate such authority as necessary for the purposes of the Emergency Plan. (2) North Algona Wilberforce shall 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 Douglas Fire Department. |
| Protection from Liability | <ol style="list-style-type: none">8. (1) Notwithstanding anything herein contained, no liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley for failing to supply to North Algona Wilberforce on any occasion, or occasions, any of the fire protection services provided for in this Agreement. (2) No liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley by reason of any injury or damage caused by personnel, apparatus, or equipment of the Douglas Fire Department while engaged in the provision of fire protection services in the Fire Area. |
| Agreement | <ol style="list-style-type: none">9. (1) This Agreement shall be in force for a period of five (5) years, commencing January 1, 2024, until and through to December 31, 2028. (2) This Agreement shall remain in force and effect from year to year thereafter unless notice is provided in accordance with clause 3 hereunder. (3) This Agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. If the parties mutually agree to the termination of the Agreement prior to the twelve (12) month date, the stand-by fees specified in Schedule "D" will be applied on a pro rata basis using the same formula as applied previous to the termination date. (4) The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s). |

IN WITNESS WHEREOF the parties hereto have affixed their Corporation Seals
attested by the hand of their proper officers.

DATED this 14th day of December 2023

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

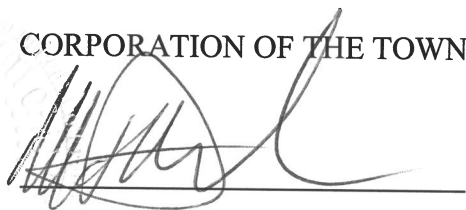


Mayor

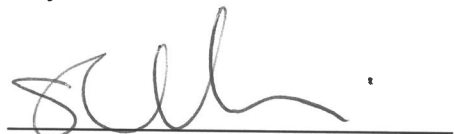


Clerk Treasurer

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY



Mayor



CAO/Clerk

SCHEDULE "A"

FIRE AREA SECTION 1

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 14th day of December, 2023

The following describes the fire area of North Algona Wilberforce Township for the purpose of the Fire Protection Services agreement between the Township of Admaston/Bromley and North Algona Wilberforce Township.

| ROAD NAME | LOW | HIGH |
|-------------------|------|------|
| Bulger Road | 1 | 1390 |
| Cedarest Lane | 1 | 70 |
| Clavette Lane | 1 | 24 |
| Cold Creek Road | 1 | 430 |
| Fourth Chute Road | 593 | 1250 |
| Grist Mill Road | 1 | 292 |
| Gurlitz Road | 1 | 338 |
| Highway 60 | 6309 | 6678 |
| Highway 60 | 6679 | 7278 |
| Holiday Lane | 1 | 316 |
| Jessup Road | 1 | 548 |
| Link Road | 1 | 210 |
| Maple Grove Lane | 1 | 232 |
| McMac Lane | 1 | 136 |
| Paradise Lane | 1 | 196 |
| Priest Camp Lane | 1 | 668 |
| Seniors Crescent | 1 | 38 |
| Songbird Lane | 1 | 202 |
| Swallow Lane | 1 | 94 |
| Violet Lane | 801 | 822 |
| Visutski Lane | 1 | 178 |
| Weslilly Lane | 1 | 38 |
| Wilkens Road | 601 | 806 |

SCHEDULE "B"

AVAILABLE WATER SECTION 4

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 14th day of December, 2023

The following describes the readily accessible static sources of water for fire fighting purposes in the fire area of the township.

A Dry Fire Hydrant is located at Mink Lake at the end of Jessup Road, Part of Lot 6, between Concessions 9 and 10. (nearest civic address is 545 Jessup Road)

SCHEDULE "C"

BRIDGES SECTION 6

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 14th day of December, 2023

The following lists bridges that will not support the weight of fire apparatus or have not provided an engineering report or similar acceptable document to indicate they will support the weight.

N/A

SCHEDULE "D"

SERVICE FEES SECTION 10

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED 14th day of December, 2023

Fire protection services fees payable by North Algona Wilberforce shall be calculated as follows:

STAND BY FEE:

2024 - \$7,650.00
2025 - \$7803.00
2026 - \$7959.06
2027 - \$8118.24
2028 - \$8280.60

(2% increase per year)

FIRE SUPPRESSION AND RESPONSE COSTS:

Current published MTO rate in effect at the time of the response

Per firefighter, per hour

2024 - \$25.50
2025 - \$26.01
2026 - \$26.53
2027 - \$27.06
2028 - \$27.60

(2% increase per year)

SCHEDULE "E"

MINISTRY OF NATURAL RESOURCES AGREEMENT SECTION 2(4)

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 14th day of December, 2023