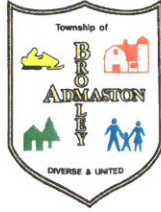


# Township of Admaston/Bromley



RECEIVED JUL 23 2020

477 Stone Road  
Renfrew ON K7V 3Z5

Andrew Sprunt  
North Algona Wilberforce Township  
1091 Shaw Woods Roads  
RR#1 Eganville, Ontario  
K0J 1T0

## Re: Fire Agreement

Please find enclosed the following:

- an executed copy of the Township of Admaston/Bromley By-Law 2020-19
- an executed copy of North Algona Wilberforce By-Law 2020-52
- an executed copy of the final page of the Fire Agreement along with a copy of schedule B, C, D and E as provided to us.

If you require anything else please do not hesitate to contact the municipal office.

Sincerely,

Allison Vereyken  
Clerk-Treasurer

Phone 613-432-2885

[info@admastonbromley.com](mailto:info@admastonbromley.com)

Fax 613-432-4052

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW 2020-19

**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;

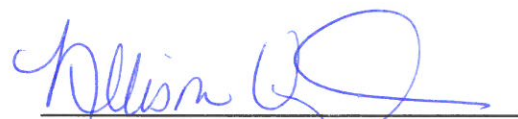
AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley deems it desirable and expedient to enter into an Automatic Aid Agreement with the said municipality.

NOW THEREFORE the Council of the Corporation of the Township of Admaston/Bromley enacts as follows:

- (1) That the Mayor and 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 schedule and that the several schedules attached hereto will form part of this By-Law.

Read a First and Second Time this 2nd day of July 2020

Read a Third time and finally passed this 2nd day of July 2020

  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Clerk-Treasurer

Corporation of North Algona Wilberforce Township

By-law 2020-52

Being a By-law to authorize the execution of a Fire Protection  
Agreement between the Corporation  
Of North Algona Wilberforce Township and the  
Corporation of the Township of Admaston/Bromley

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 WHEREAS the Council of the Corporation of North Algona Wilberforce Township has requested "First Response" fire protection services from the Township of Admaston/Bromley;

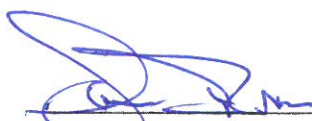
AND WHEREAS the Council of the Corporation of Admaston/Bromley deems it desirable and expedient to enter into a First Response Automatic Aid Agreement with North Algona Wilberforce Township.

NOW THEREFORE the Council of the Corporation of North Algona Wilberforce Township ENACTS AS FOLLOWS:

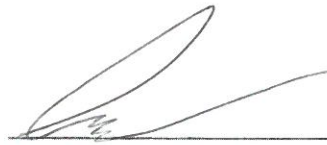
- 1) That the Mayor and Clerk are hereby authorized on behalf of the Corporation to execute an Agreement between the Corporation of North Algona Wilberforce Township and the Corporation of the Township of Admaston/Bromley for "First Response" fire protection for the period as set out in the attached schedule and that the several schedules attached hereto will form part of this By-law.
- 2) That By-law 2020-02 shall be rescinded in its entirety.

Read a First and Second Time this 19<sup>th</sup> day of May, 2020

Read a Third Time and Passed this 19<sup>th</sup> day of May, 2020



Mayor James Brose



CAO/Operations Manager/Municipal Clerk



(5) 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 mutatis mutandis.

(6) So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.

Schedule  
of Fees

10 (1) In consideration of the Fire Protection Services undertaken by the Douglas Fire Department to be provided in the Fire Area, North Algona Wilberforce shall pay fees as set out in Schedule "D" attached hereto and forming part of this Agreement.

(2) North Algona Wilberforce shall pay the "Stand by Fee" annually. Payments shall be comprised of two (2) equal instalments payable on March 15<sup>th</sup>, and December 1 5<sup>th</sup> of each year.

(3) North Algona Wilberforce shall pay the "Fire Suppression and Response Costs" as incurred. Invoices shall be submitted to North Algona Wilberforce on a monthly basis. All amounts due under such invoices shall be payable within thirty (30) days of submission or a penalty of 1.25% shall apply.

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

DATED this 19<sup>th</sup> day of May 2020

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP



Mayor

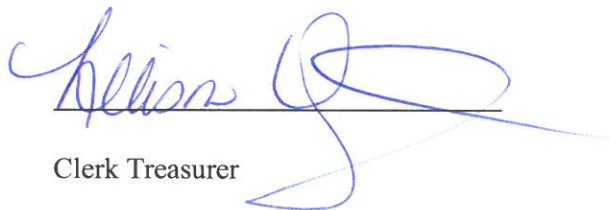


CAO/Operations Manager/Municipal Clerk

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY



Mayor



Clerk Treasurer

SCHEDULE "B"

AVAILABLE WATER SECTION 4

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

DATED this 19<sup>th</sup> day of May 2020

The following map indicates 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 19<sup>th</sup> of May 2020

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 this 19<sup>th</sup> day of May 2020

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

STAND BY FEE: Per Year \$7,500.00

#### FIRE SUPPRESSION AND RESPONSE COSTS:

\$465.00 per apparatus per occurrence per hour

\$ 25.00 per firefighter, per hour

## 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 19<sup>th</sup> day of May 2020