

**THE CORPORATION OF  
THE TOWNSHIP OF BONNECHERE VALLEY**

**BY-LAW NO. 2008-31**

Being a by-law to authorize the Fire Agreement  
between the Township of Bonnechere Valley and  
the Township of Admaston/Bromley

**WHEREAS** the Council of the Corporation of the Township of Bonnechere Valley deems it expedient to enter into a Fire Agreement with the Township of Admaston/Bromley

**NOW THEREFORE** the Corporation of the Township of Bonnechere Valley enacts as follows:

1. THAT the Mayor, or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the Township of Bonnechere Valley the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. THAT this by-law shall come into force and take effect upon the date of the final passing thereof.

BE READ A FIRST AND SECOND TIME THIS 2<sup>nd</sup> DAY OF APRIL 2008.

BE DEEMED READ A THIRD TIME AND PASSED THIS 2<sup>ND</sup> DAY OF APRIL, 2008.

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Mayor Zig Mintha

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CAO Bryan Martin

**Schedule A**

**FIRE AGREEMENT**

BETWEEN:

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

and

**THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY**  
(Hereinafter called "Bonnechere Valley")

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 ADMASTON/BROMLEY within the described "fire area" of the said TOWNSHIP OF BONNECHERE VALLEY.

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.
  - (c) "Bonnechere Valley Fire Department" means the Township of Bonnechere Valley Fire Department
  - (d) "Bonnechere Valley Fire Chief" means the Chief of the Township of Bonnechere Valley Fire Department
  - (e) "Fire Area" means all the area(s) of the Township of Bonnechere Valley, 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 Admaston/Bromley will supply, except as hereinafter limited or excluded, "fire protection services" to the Township of Bonnechere Valley, in the "fire area".
3. Subject to clause 15 & 16 hereunder, the Township of Admaston/Bromley shall provide to the Township of Bonnechere Valley the services set out herein from the 1st day of January 2008 to the 31<sup>st</sup> day of December 2012.
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 and equipment van with five (5) fire fighters including an officer.

5. The "Fire Protection Services" provided under this agreement shall be "first response only". The Bonnechere Valley 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 Admaston/Bromley 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 Admaston/Bromley for failing to supply to the Township of Bonnechere Valley on any occasion or occasions the said fire protection services provided for in this agreement.
8. The Bonnechere Valley 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 Bonnechere Valley 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 "Bonnechere Valley Fire Chief" will submit all claims and the Township of Bonnechere Valley will receive funds recoverable for occurrences at which the "Fire Department" attends on provincial highways in the "fire area".
11. In the case of an incident pursuant to the Forest Fire Prevention Act and regulations, the "Admaston/Bromley Fire Chief" will be considered a fire warden and will immediately notify the Chief Fire Warden for the Township of Bonnechere Valley 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 Bonnechere Valley shall pay to the Township of Admaston/Bromley the sum \$10,300.00 annually. Payments shall be comprised of one payment, payable on May 31<sup>st</sup> in each of 2008, 2009, 2010 and 2011. The 2008 Payment amount of \$10,300.00 will be pro-rated to the date that the CAC (Communication Centre) changes the current full response to a first response agreement. This agreement shall come into full force and effect upon the date the CAC changes the current full response to a first response agreement. The flat fee includes the stand by fee, fire suppression and first response costs.
13. After the first hour, if the Bonnechere Valley 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 Township  
of Bonnechere Valley**

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Mayor

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Mayor

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Clerk/Treasurer

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CAO/Clerk