

THE CORPORATION OF CITY OF CLARENCE-ROCKLAND
BY-LAW #

Being a By-law to authorize the execution of an Agreement with The Corporation of the Municipality of Casselman, to establish the administration of the Municipality of Casselman Fire Services by the City of Clarence-Rockland Fire Services.

WHEREAS the *Municipal Act 2001*, S.O. 2001, c. 25, Section 20 allows a municipality to enter into an agreement with one or more municipalities or local bodies or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide;

AND WHEREAS the *Fire Protection and Prevention Act, 1997*, S.O. 1997, Chapter 4, Section 5 allows the councils of two or more municipalities to establish one or more fire departments for the municipalities. 1997, c. 4, s. 5 (4).

AND WHEREAS the Councils of The Corporation of the City of Clarence-Rockland and The Corporation of the Municipality of Casselman have agreed to maintain their respective fire departments for the purposes of providing fire protection services in the areas defined in their respective Fire Department by-laws, but wish to assign certain administrative, management and other functions of the Municipality of Casselman Fire Services to the City of Clarence-Rockland Fire Services, all as set out herein.

NOW, THEREFORE, the Council of The Corporation of the City of Clarence-Rockland enacts as follows:

1. The Corporation of the City of Clarence-Rockland and The Corporation of The Municipality of Casselman shall enter into an agreement providing for the provision of defined administrative, management and other functions by the City of Clarence-Rockland Fire Services to the Municipality of Casselman Fire Services.
2. The terms and conditions of the Agreement shall be in the form substantially as attached hereto as Schedule "A", forming an integral part of this by-law.
3. The Mayor and Clerk are hereby authorized to execute the Agreement on behalf of The Corporation of the City of Clarence-Rockland.
4. That all resolutions, By-laws or parts of By-laws passed prior to this By-law which are contrary to or inconsistent with this By-law shall be repealed on execution of this Agreement by both parties.
5. The provisions of this by-law shall come into force and take effect in accordance with the Agreement attached once the Councils of The Corporation of the City of Clarence-Rockland and The Corporation of the Municipality of Casselman each have adopted same.

Read a first and second time this day of , 2024. Read a third
time and passed this day of , 2024.

SCHEDULE "A"

TO BY-LAW# _____ FOR THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

AND TO BY-LAW # _____ FOR THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

This Agreement made this _____ day of _____, 2024

Between

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

and

THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

1. Purpose and General Framework

- 1.1 The purpose of this Agreement is to assign management of the Municipality of Casselman Fire Department ("CFD") to the City of Clarence-Rockland Fire Department ("CRFD") and provide the same levels of service to CFD as the CRFD, in accordance with the *Fire Protection and Prevention Act 1997*, as amended from time to time.
- 1.2 In accordance with the *Fire Protection and Prevention Act 1997*, a municipality shall provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances. A municipality may establish a fire department to provide fire suppression services and may provide other fire protection services in a municipality, or group of municipalities. As such, Casselman's Council will pass a new and updated Establishing and Regulating Bylaw (as assembled by the CRFD) which will outline the organizational model for services under this agreement.
- 1.3 The Municipality of Casselman will pass a Bylaw identifying CRFD Fire Chief Mario Villeneuve as Fire Chief for CFD.
- 1.4 CFD and CRFD will remain two independent entities, each owned by its municipality. Only the management of the CFD will be undertaken by CRFD. All CFD staff, except for those identified in the organizational chart attached hereto as CRFD staff: Deputy Fire Chief, Fire Chief, Training Officer, Fire Prevention Officer and Administrative Assistant, will be and continue to be Municipality of Casselman employees. CRFD will assume the management of these employees only, including day to day assignment with regards to the CFD's operations, and performance evaluations, which will be provided to the Municipality of Casselman.
- 1.5 The hiring, termination and any disciplinary action of the CRFD identified staff will be

the responsibility of Clarence-Rockland. The hiring, termination and any disciplinary action with regards to CFD employees, including the CFD firefighters, shall be the responsibility of CFD, assisted by performance review input from CRFD.

- 1.6 All assets of the Municipality of Casselman will remain owned and operated by the Municipality of Casselman. No equipment, assets or staff of the Municipality of Casselman will be transferred to Clarence-Rockland.
- 1.7 Either party may terminate this Agreement without cause at any time upon giving 60 days' prior written notice to the other party (each, a termination for "Convenience"). Such termination will be effective on the date stated in the notice.

2. Management Framework

CRFD will provide general management of the CFD, including operations. This will be accomplished by the establishment of CRFD staff in the positions set out below and as identified in the Organizational chart attached hereto as Appendix A.

2.1 Operations

A Deputy Fire Chief position shall be established by CRFD for CFD as a full-time (20%) position. The Fire Chief and Deputy Fire Chief will provide the following operational functions:

- Provide oversight of all response events through command and control.
- Review and provide comments/recommendations on:
 - Review of the Establishing and Regulating by-law
 - Organizational structure
 - Number and location of fire stations
 - Number of firefighters
 - Fire apparatuses requirement (number and location)
 - Equipment
 - Fire Prevention and Public Education
 - Fire Inspections and Enforcement
 - Fire Origin and Cause determination
 - Fire Safety Plans
 - Pre-planning
- Establishment of Operational Guidelines and General Orders to ensure a unified response of all resources.
- General day to day management of the CFD.

Other CRFD Officers may be required from time to time to act on behalf of the Fire Chief, the Deputy Fire Chief or the Fire Prevention Officer in exceptional circumstances such as sickness, vacation, or other emergencies.

2.2 Administration

CRFD will provide the following administrative functions to CFD:

- An administrative assistant position will be maintained within CRFD in support of the management team providing administration to CFD;
- The implementation of an RMS system to manage all incoming incidents and provide necessary reports to inside and outside agencies. The system will also serve as a resource centre for all procedures (OGs and GOs) and training material. The RMS will serve to track time of firefighters for incident, prevention and training events and facilitate payroll review and management. This system will also provide all of the required data to the Ontario Fire Marshal as required;
- The CRFD will propose a cost recovery Bylaw to Casselman Municipal Council and establish a system to coordinate with a third party (Fire Marque) for the invoicing of billable events to recuperate some operational costs;
- The CRFD will establish best practice Guidelines, Procedures and Programs used in the sound management of the CFD, as well as communicate and train Firefighters on their use; and
- The Fire Chief will be available for Casselman Council meetings as needed when fire issues are on the agenda.

3. Budgeting, Procurement and Maintenance

3.1 The CRFD will manage the annual budget of the CFD, manage procurement initiatives, coordinate the maintenance and calibration of all equipment. CRFD will provide recommendations to CFD with regards to resource investment through the budgeting process as well as emergency requirements.

3.2 Casselman will supply and maintain, at its expense, an appropriate vehicle for the use of the Fire Prevention Officer, for the purposes of carrying out inspections and other fire prevention functions in Casselman and in The Nation municipalities.

3.3 The Deputy Fire Chief and Fire Prevention Officer will be stationed at the Casselman Fire Station located on Brébeuf Street, Casselman with 20% of each of their respective weekly hours allocated to CFD.

4. Fire Prevention and Public Education

4.1 CRFD will undertake, on behalf of CFD, initiatives to provide required inspections in Vulnerable Occupancies and commercial buildings. A smoke alarm inspection campaign will be instituted to ensure the safety of the public in their homes. Regular fire prevention messages will be prepared for publication on social media platforms and the Casselman municipal website. CRFD's data bank of public service announcements can be modified to meet CFD needs.

5. Fire Investigations and Prosecution Work

- 5.1 When a fire investigation is required to determine the cause and origin of a fire, a certified member of the CRFD will conduct such investigation where required and costs incurred for such work will be billed to the Municipality of Casselman separately. This also applies where prosecution work is required to be done by CRFD staff.

6. Training

- 6.1 CRFD will coordinate the CFD training program on a weekly basis to meet the certification requirements of July 1st, 2026. Training Officers from CFD will join the CRFD train the trainer monthly sessions to be equipped with lesson plans, equipment, and the knowledge to deliver training in their respective stations. CFD firefighters will have access to the live burn training centre in Bourget for a required annual training and exposure session.

7. Career Training

- 7.1 In addition to regular training, the CRFD will also coordinate CFD firefighter career training as per provincial Certification requirements through its RTC. In order to expedite and facilitate certification of all CFD firefighters, they will get preferred seating on courses offered by the CRRTC. CRFD will determine which firefighter needs what training, and a training plan will be communicated to those CFD firefighters individually.

8. Mental Health Program

- 8.1 As part of its training initiatives, the CRFD will develop guidelines and recommend the establishment of a peer-to-peer support team that will incorporate staff from the CFD. The members of the team are required to follow strict rules and guidelines and be trained to a level of competency needed for the job (R2MR). Until such time as the support team is developed, CRFD will be providing mental health support to those CFD firefighters requiring such services.

9. Costing Model

- 9.1 For the first year of service, beginning April 1, 2024, the CRFD will invoice the Municipality of Casselman the amount of \$10,810.48 monthly. For 2024, this amount will cover the costs of the Fire Chief (15% of the time), the Deputy Fire Chief (20% of the time), the Prevention Officer (20% of the time), a Training Officer (5% of the time) and an administrative assistant (5% of the time). Administrative costs of 15% are added to the total expenses to cover HR, payroll and others. A breakdown of the anticipated cost breakdown for 2024 and 2025 is attached hereto as Appendix "B".
- 9.3 A new proposal will be presented to the Casselman Municipal Council in the 3rd quarter of 2025 to determine personnel time allocations and costs for future years.

10. Insurance and Indemnification

- 10.1 The Corporation of the Municipality of Casselman shall at all times save harmless and indemnify the Corporation of the City of Clarence-Rockland, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings howsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this agreement.
- 10.2 The Corporation of the City of Clarence-Rockland shall at all times save harmless and indemnify the Corporation of the Municipality of Casselman, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings howsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this agreement.
- 10.3 The Municipalities shall have at all times adequate liability insurance and include the other Municipality as a named insured. The Municipalities shall provide the other Municipality with proof of insurance on an annual basis.

11. General Provisions

- 11.1 This agreement shall remain in effect until terminated, or a new agreement is made. Notwithstanding the foregoing, the terms of this agreement may be amended from time to time on mutual agreement of the Councils of the Municipalities.
- 11.2 If one of the Councils of the Municipalities wishes to propose an amendment to this agreement, written notice shall be given to the other party at least thirty (30) days' prior to the next regularly scheduled meeting of the Council of the other municipality.
- 11.3 Whenever there may be any dispute between the Councils of the Municipalities 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 provisions of the *Municipal Arbitrations 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 reason, the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Councils of the Municipalities 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 Justice of Ontario pursuant to the provisions of the *Arbitration Act, 1991*, S.O. 1991, c.17 or pursuant to any successor legislation.

- 11.4 It is agreed that, with respect to matters not dealt with in this agreement, the CRFD may formulate policies for and relating to the administration and operation of the CFD unless otherwise prohibited by any applicable statute or regulation.
- 11.5 The Councils of the Municipalities shall execute such further assurances and take such actions as may be reasonably required to carry out the terms hereof.
- 11.6 Upon the execution of this agreement, any existing agreements amongst the Councils of the Municipalities with respect to fire protection shall forthwith become null and void to the extent of any inconsistency with the terms of this Agreement.
- 11.7 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.

In witness whereof the Councils of the Municipalities have here unto affixed the signatures of their duly authorized officers, together with their corporate seals.

Signed this day of , 2024

The Corporation of the City of
Clarence-Rockland

The Corporation of the Municipality of
Casselman

Mayor

Mayor

I have authority to bind the Corporation

I have authority to bind the Corporation

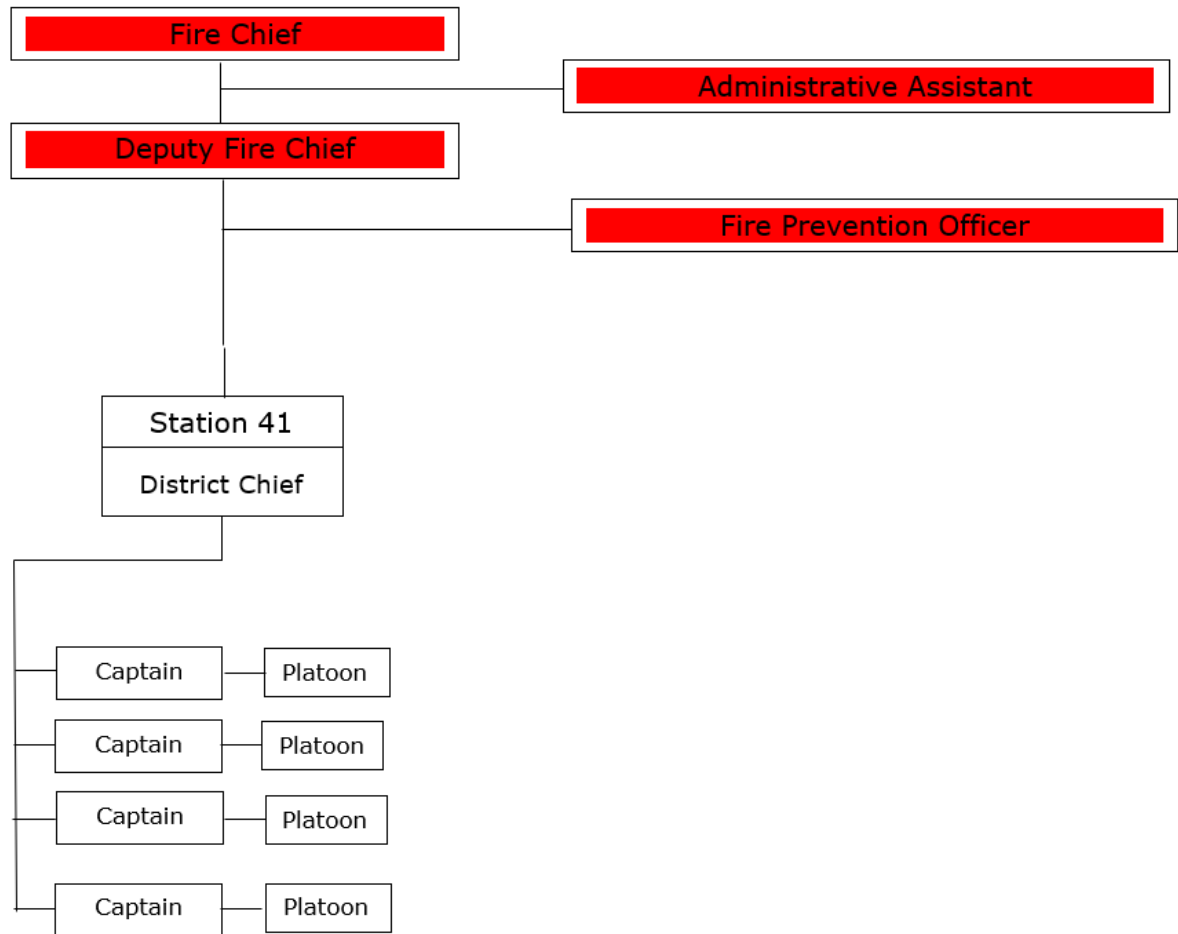
Clerk

Clerk/CAO

I have authority to bind the Corporation

I have authority to bind the Corporation

Appendix A: Proposed Organizational Chart



Notes:

The CRFD will operate the CFD fire station through the CFD District Chief via the CRFD Deputy Fire Chief.
The positions identified in RED are CRFD employees. All of the other positions are employees of the CFD.

Appendix B: Cost breakdown analysis

Estimé pour le service d'incendie de Casselman								
Préparé le 8 novembre 2023								
	Salaire	Bénéfices	Total		2024		2025	
					%	\$	%	\$
Chef (M. Villeneuve)	170,700.00	44,551.00	215,251.00		15%	\$ 32,287.65	15%	\$ 33,579.16
Chef Adjoint (M. Cardinal)	132,868.32	40,111.58	172,979.90		20%	\$ 34,595.98	20%	\$ 35,979.82
Chef de prévention (Vacant)	122,257.20	36,819.00	159,076.20		20%	\$ 31,815.24	20%	\$ 33,087.85
Pompier (K. Racine)	116,941.76	35,725.00	152,666.76		5%	\$ 7,633.34	5%	\$ 7,938.67
Assistant admin (Lynn)	50,131.17	19,324.52	69,455.69		5%	\$ 3,472.78	5%	\$ 3,611.70
Mileage						\$ 3,000.00		\$ 3,120.00
Subtotal						\$ 112,804.99		\$ 117,317.19
Admin cost (15%) (HR, Finance, et autres)						\$ 16,920.75		\$ 17,597.58
Total						\$ 129,725.74		\$ 134,914.77

*Full Year