



AUTOMATIC AID AGREEMENT

This AGREEMENT made this day of , 2016.

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

And

THE CORPORATION OF THE TOWNSHIP OF HOWICK

WHEREAS Section 2. (6) Of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS operates fire protection services and manages assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within the Township of Howick;

AND WHEREAS the Township of Howick is prepared to make available fire protection services to the Township of North Huron **and** is agreeable and hereby requests of the Township of Howick to provide fire protection services to a defined North Huron Fire area, within the Municipality of Morris-Turnberry;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and considerations, herein contained, Township of North Huron and Township of Howick mutually agree as follows:

1. In this Agreement, unless the context otherwise requires,
 - a) **“Designate”** means a person who, in the absence of the *fire chief*, has the same powers and authority as the *fire chief*,
 - b) **“Fire Area”** means the area of Municipality of Morris-Turnberry defined in Appendix “A” attached to and forming part of this Agreement,
 - c) **“Fire Chief”** means the chief of the *fire department*,
 - d) **“Fire Department”** means the Township of Howick *Fire Department*,
 - e) **“Fire Protection Services”** means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: “fire suppression”.
2. Township of Howick will supply *fire protection services* to all the properties and residents situated within the geographical areas as shown in Appendix “B”.
3.
 - a) The fire apparatus and personnel of the *fire department* will respond to occurrences in the *fire area* in a like manner as if the response were in the Township of Howick;
 - b) Should the *fire chief* or *designate* require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the *fire area*, such assistance may be summoned.
4.
 - a) The *fire chief* or *designate* may refuse to supply fire protection services if response personnel, apparatus and/or equipment are required in the County of Bruce or elsewhere, under the provisions of the County of Bruce Mutual Fire Aid Plan and Program.
 - b) The *fire chief* or *designate* may order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an incident in the *fire area*. In such cases the *fire chief* or *designate* may summon assistance in accordance with Section 3.b).
5.
 - a) This Agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination.
 - b) 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).

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6. a) 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 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.
- b) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of such agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.
7. Notwithstanding anything herein contained, no liability shall attach or accrue to Township of Howick for failing to supply Township of North Huron on any occasion, or occasions, any of the *fire protection services* provided for in the Agreement.
8. No liability shall attach or accrue to the Township of Howick by reason of any injury or damage sustained by personnel, apparatus and/or equipment of the *fire department* while engaged in the provision of *fire protection services* in the *fire area*.
9. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal 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.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

THIS AGREEMENT is executed by “Township of Howick” this day of , 2016

Mayor – Art Versteeg

Clerk – Carol Watson

THIS AGREEMENT is executed by “Township of North Huron” this day of , 2016

Reeve - Neil Vincent

Clerk - Kathy Adams

CAO - Sharon Chambers