THE CORPORATION OF THE
MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 106-2016

Being a by-law to authorize the Municipality of Morris-Turnberry to execute and affix the Corporate Seal to authorize an amendment for Automatic Aid- Fire Suppression Services with the Township of Howick

WHEREAS, Section 8 of the Municipal Act, 2001 S.O. 2001 c. 25 as amended, states that; ‘Powers of a natural person – A Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act’;

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c4, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to enter into an agreement with the Township of Howick for Automatic Aid;

AND WHEREAS, the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the effective date for the Automatic Aid- fire agreement with the Township of Howick, is the 1\textsuperscript{st} day of January, 2017.

2. That the Mayor and Clerk of the Municipality of Morris-Turnberry are hereby authorized to execute and affix the Corporate Seal to the By-law to authorize the Municipality of Morris-Turnberry to enter into an Automatic Aid Agreement for fire suppression service with the Township of Howick.

Read a FIRST and SECOND time this 6\textsuperscript{th} day of December, 2016.

Read a THIRD time and FINALLY PASSED this 6\textsuperscript{th} day of December, 2016.

\[\text{Signature}\]

Paul Gowing – Mayor

\[\text{Signature}\]

Nancy Michie – Administrator Clerk-Treasurer
AUTOMATIC AID AGREEMENT

This agreement made this 6th day December 2016

THE CORPORATION OF THE TOWNSHIP OF HOWICK

And

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

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 the Township of Howick 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 Municipality of Morris-Turnberry and the Municipality of Morris-Turnberry is agreeable and requests that the Township of Howick provide fire protection services to a defined area of the Municipality of Morris-Turnberry;

NOW THEREFORE, in consideration of the mutual covenants, conditions and considerations herein contained, the Township of Howick and the Municipality of Morris-Turnberry 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. The 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 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 County of Bruce or elsewhere, under the provisions of the County of Huron 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. The Municipality of Morris-Turnberry shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire area, of procedures for reporting an emergency and of the services provided by the fire department.
6. 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).

7. 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.

8. Notwithstanding anything herein contained, no liability shall attach or accrue to Township of Howick for failing to supply Municipality of Morris-Turnberry on any occasion, or occasions, any of the fire protection services provided for in the Agreement.

9. 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.

10. 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

Reeve- Art Versteeg
Clerk – Carol Watson

THIS AGREEMENT is executed by “Municipality of Morris-Turnberry” this __ day of __, 2016

Mayor – Paul Gowing
Administrator Clerk Treasurer – Nancy Michie