

THIS AGREEMENT made in duplicate and shall be effective as of _____, 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF NORTH MIDDLESEX

Hereinafter referred to as "North Middlesex" Party of the First Part

AND

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

Hereinafter referred to as "Lambton Shores" Party of the Second Part

WHEREAS Section 2 (6) of the *Fire Protection and Prevention Act, 1997, S.D. 1997, c.4* authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services; and

WHEREAS Lambton Shores is prepared to make available fire protection services to North Middlesex; and

WHEREAS North Middlesex is agreeable and requests that Lambton Shores provide fire protection services to a defined area of North Middlesex

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

Definitions:

1. In this agreement,
 - (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 fire area(s) of North Middlesex as described in Schedule "A" attached to and forming part of this agreement.
 - (c) "Fire chief" means the chief of the fire department.
 - (d) "Fire department" means the "Lambton Shores Fire and Emergency Services"
 - (e) "Fire protection services" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as fire suppression, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all these services."

Obligations

2. Lambton Shores will supply fire protection services to all the properties and residents situated within the geographical area as shown in Schedule "A". These services shall be provided at the same the level of service as outlined in the current by-law establishing and regulating the Lambton Shores Fire and Emergency Services but shall not include such services as ice water, high angle or trench rescue.
3. Lambton Shores shall ensure that:
 - (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 Lambton Shores.
 - (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.

- (c) Once the North Middlesex Fire Department has arrived at the scene, the Lambton Shores Fire and Emergency Services shall release command of the scene to the home department. The Lambton Shores Fire and Emergency Services shall continue to assist at the scene if requested, either through this agreement or through a declaration of Mutual Aid.
4. North Middlesex 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 as a result of impacts to fire services caused by this agreement.

Limitations

5. The fire chief or designate may:
- (a) refuse to supply responses if response personnel, apparatus and/or equipment are required in Lambton County or elsewhere, under the provisions of the County Mutual Fire Aid Plan and Program.
 - (b) 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).

Dual Response Parameters

6. The North Middlesex Fire Department – Parkhill Station will be dispatched to each call which the Lambton Shores Fire Department responds in the service area (excluding medical assist calls and smoke/CO alarm calls) for any type of fire, (structure, vehicle, brush & field fires), MVC's (motor vehicle collisions) Rescue and entrapment calls for service.
7. Lambton Shores Fire Department will respond only one staffed truck for response to medical assist, smoke and CO alarm calls.
8. Fire prevention, inspections and fire reports will be the responsibility of the North Middlesex in the service area.

Fees

9. North Middlesex agrees to reimburse to Lambton Shores payment in the manner and amounts established in Schedule "B" for automatic aid services to the fire area.
10. Lambton Shores shall deliver an invoice to North Middlesex, setting out the particulars of the manner in which the fees for provision of fire protection services have been calculated. Payment shall be due within thirty days of the delivery of the invoice.

Amendment or Termination

11. This Agreement:
- (a) This agreement shall remain in effect until December 31st, 2028. Should notice of termination or alternation not be provided by any party prior to December 1, 2028 the agreement shall carry on an annual basis for subsequent years under the same terms, conditions and inflationary escalation.
 - (b) 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); or

- (c) May be terminated after the party desiring termination gives the other party a minimum of ninety (90) days written notice of the desire date of termination.

Arbitration

12. 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 for such proceedings shall be final and binding upon the parties to this Agreement.
13. 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.

Indemnity for Provision/Non-Provision of Fire Protection Services

14. Notwithstanding anything herein contained, no liability shall attach or accrue to Lambton Shores or members of the Lambton Shores Fire and Emergency Services for failing to supply "Home Fire Dept" on any occasion, or occasions, any of the fire protection services provided for in the Agreement.
15. No liability shall attach or accrue to Lambton Shores or members of the Lambton Shores Fire and Emergency Services 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.

Notice

16. Any Notices to be given under this Agreement shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission or courier service, and subject to change by either party with written notice, shall be addressed as follows:

The Corporation of the Municipality of North Middlesex
Attention: Clerk
229 Parkhill Main Street, Parkhill, ON N0M 2K0
Phone: (519) 294 6244
Fax: (519) 294-0537

The Corporation of the Municipality of Lambton Shores
Attention: Clerk
9577 Port Franks Road, Thedford, ON N0M 2N0
Phone: 519-243-1400
Fax: 519-786-2135

Or such other address as either party may advise the other in writing, in accordance with this section.

15. Notices shall be deemed to have been effectively given on the date of personal delivery, facsimile transmission or e-mail if delivered before 4:00 p.m., or the next day if given after 4:00 p.m., or in the case of delivery by courier service, two (2) days after the date of delivery to the courier service, or in the case of service by registered mail, five (5) days after the date of mailing.

Severability

16. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provisions or covenant in it and the invalid provision or covenant shall be deemed to be severable.

Effective Date

17. This Agreement shall come into effect on the _____ day of _____, 2024.

IN WITNESS WHEREOF the parties hereto sign by their duly authorized signing officers in that regard.

**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON
SHORES**

Mayor – Doug Cook

Clerk – Stephanie Troyer-Boyd

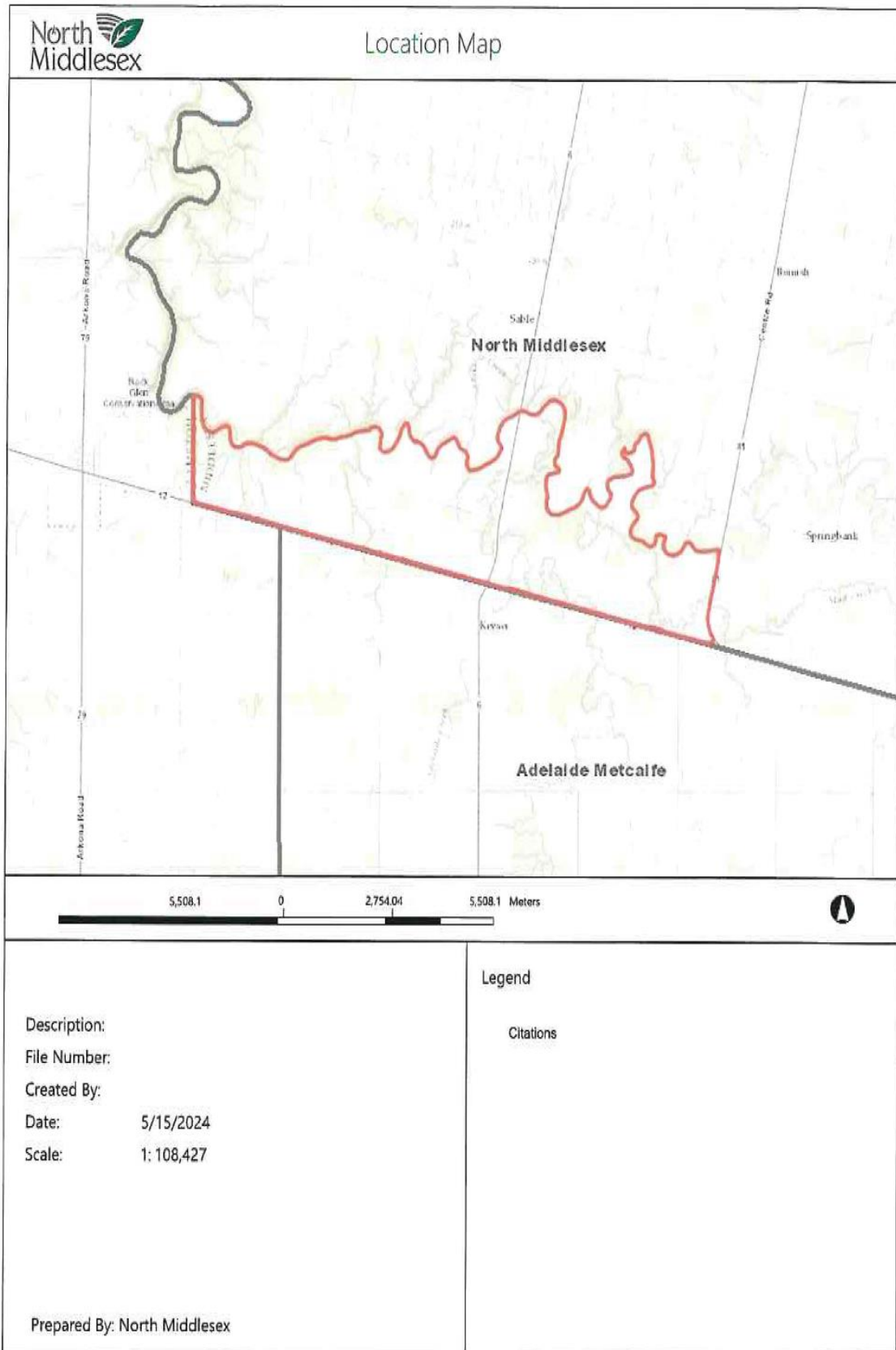
**THE CORPORATION OF THE
MUNICIPALITY OF NORTH MIDDLESEX**

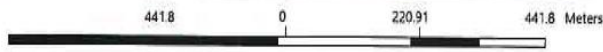
Mayor – Brain Ropp

Clerk – Alan Bushell

Schedule "A" Fire Area

The Automatic Aid Fire Protection Area shall consist of 55 households in the described area of:





Description:
File Number:
Created By:
Date: 5/15/2024
Scale: 1:8,697

Legend

- Road Names
- Assessment Parcels
middlesex_county.ESRIADMIN.lot_con

Prepared By: North Middlesex

SCHEDULE "B" RATES

Fire Protection Services – Retainer/ Readiness

Commencing on January 1st, 2024, The Municipality of North Middlesex shall pay to the Municipality of Lambton Shores an Annual Fee of \$ \$126.64 per household in the area describe in Schedule "A" for Fire Protection Services.

That twenty-five percent (25%) of the annual said amount shall become due and payable quarterly throughout the year on the following dates: March 31st, June 30th, September 30th and December 31st.

An annual inflationary adjustment will be made annually commencing January 1, 2023, based upon the previous November CPI.

Fees shall be pro-rated by based on the commencement date of the provision of services as defined in Schedule "A"

Fire Protection Services – Response

Additional Fees for Fire Protection Services shall be charged at the Ministry of Transportation rates for the first hour or part thereof per vehicle/equipment and each additional half hour or part thereof per vehicle/equipment per call.

The need for additional pieces of equipment must be justified in a narrative account of the actions taken by the Fire Department contained in the invoice for services. Only in exceptional circumstances will there be reimbursement for more than three pieces of equipment per call.

Where the Fire Department Resources respond to a call but are not required to deliver any Fire Protection Services at the site or do not provide any Fire Protection Services at the Site, a flat rate of \$500.00 shall be billed.

Every additional fee invoice for services shall contain a narrative account of the actions taken by the Fire Department, a description of the number and type of Fire Department Resources responding to the call and set out the manner of calculation of the amount owing.

Fees are subject to any applicable Goods and Services Tax.