

This agreement made this 26th day of June, 2014.

**THE CORPORATION OF THE
Municipality of Central Manitoulin**

**Hereinafter referred to as
“Municipality of Central Manitoulin”**

and

**THE CORPORATION OF THE
Town of Gore Bay**

**Hereinafter referred to as
“Town of Gore Bay”**

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 Municipality of Central Manitoulin 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 Central Manitoulin;

AND WHEREAS the Municipality of Central Manitoulin is prepared to make available fire protection services to the Town of Gore Bay, and the Town of Gore Bay is agreeable and requests the Municipality of Central Manitoulin to provide fire protection services to a defined area of the Town of Gore Bay;

NOW THEREFORE, in consideration of the mutual covenants, conditions, considerations and payments herein contained, the Municipality of Central Manitoulin and the Town of Gore Bay 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 the Town of Gore Bay defined 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 Municipality of Central Manitoulin *Fire Department*,
 - e) **“Fire Protection Services”** means and includes the activities defined in the Fire Protection and Prevention Act, more particularly described as: “includes fire suppression, fire prevention, fire safety education, communications, training of persons involved in the provision of *fire protection services*, rescue and emergency services and the delivery of all those services”.
2. Municipality of Central Manitoulin will supply *fire protection services* to all the properties and residents situated within the geographical areas as shown in Schedule “A”.
 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 Municipality of Central Manitoulin
 - b) The *fire chief* or *designate of the Town of Gore Bay* shall assume *Incident Command at the occurrences and will direct all activities on and around the fire ground*.
 4.
 - a) The *fire chief* or *designate* may refuse to supply responses if response personnel, apparatus and/or equipment are required in the Municipality of Central Manitoulin or elsewhere, under the provisions of the Manitoulin 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 Town of Gore Bay 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. The Town of Gore Bay agrees to reimburse the Municipality of Central Manitoulin, payment in the manner and amounts established in Schedule “B” for automatic aid services to the *fire area*.
 7.
 - 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).
 8.
 - 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.

9. Notwithstanding anything herein contained, no liability shall attach or accrue to the Municipality of Central Manitoulin for failing to supply the Town of Gore Bay on any occasion, or occasions, any of the *fire protection services* provided for in the Agreement.
10. No liability shall attach or accrue to the Town of Gore Bay 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*.
11. In the event that any covenant, provision or term of this Agreement should at any time 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.

Mayor-Gerry Strong

Clerk - Ruth Frawley

Mayor – Ron Lane

Clerk – Annette Clarke