

## AGREEMENT

THIS AGREEMENT made this     day             of 2025

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF  
SOUTH HURON

hereinafter called the "SH"

and

THE CORPORATION OF THE TOWNSHIP OF  
LUCAN BIDDULPH

hereinafter called the "LB"

WHEREAS the *Fire Protection and Prevention Act, 1997* authorizes a municipality to provide and/or receive fire protection services to or from other Municipalities.

AND WHEREAS the Municipality of South Huron has established a fire department which includes aerial equipment (hereinafter the "ladder truck")

AND WHEREAS there exist properties within the Township of Lucan Biddulph which would benefit from the availability of a ladder truck in emergency situations.

AND WHEREAS the LB has requested SH to make its ladder truck available to the LB Fire Department to respond to certain emergency situations;

AND WHEREAS SH has agreed to make its ladder truck available for a fee and subject to the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement,
  - 1.1. "Fire Chief" means the chief of the South Huron Fire Department or the chief of the Lucan Biddulph Fire Department as applicable.
  - 1.2. "Ladder truck" means the Municipality of South Huron Fire Department's firefighting vehicle equipped with a 100-foot ladder.
  - 1.3. "Ladder truck services" means and includes the ladder truck and four (4) South Huron Fire Department members trained in the use and operation of the ladder truck for the provision of firefighting and protection services.
2. Term and Termination
  - 2.1. This Agreement shall commence on the date of execution by both parties and shall be effective until December 31<sup>st</sup>, 2030 unless otherwise terminated as provided for in subsection 2.2.
  - 2.2. This Agreement may be terminated:
    - 2.2.1. by either party upon the giving of (3) months' notice in writing to the other party with or without reason.
    - 2.2.2. by SH upon the default of LB of any of the terms of this agreement; as a condition precedent to giving such notice of termination SH shall provide written notice of default and LB shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of SH where such default has not been remedied SH may terminate the agreement as of a date specified in writing.
3. SH will make ladder truck services available to LB upon request, provided such request is made in accordance with the protocol set out in section 3 and subject to sections 4 and 5.
4. Should the LB Fire Department require ladder truck services at an

occurrence within LB, such ladder truck services shall be summoned through LB's Command and Dispatch. For clarity a request for ladder truck services is not a Notice as contemplated in section 16 of this Agreement.

5. Notwithstanding Section 2 and 3 above, the SHFD may refuse to supply ladder truck services if the ladder truck is required within South Huron or elsewhere under the provisions of any Mutual Aid agreement entered into by SH.
6. Notwithstanding sections 2 and 3 above, the SHFD, may order the return of the ladder truck and/or disengagement of the ladder truck services if the ladder truck is required within South Huron or elsewhere under the provisions of any Mutual Aid agreement entered into by South Huron. In such cases the SHFD shall advise LB to summon alternative assistance in accordance with the provisions of any applicable aid agreement.
7. When a request is made under section 3, upon arrival at the scene of an incident within LB, the ladder truck services shall be under the direction and supervision of the LB FD, and the South Huron Officer attending with the Ladder Truck shall have full authority and control over the ladder truck services until such time as the ladder truck services are no longer required or have been disengaged pursuant to section 5.
8. LB agrees to pay for the ladder truck services as set out in Schedule A hereto.
9. LB shall provide a map in such electronic and hard copy forms as may be requested by the SH FD of the Municipality of LB clearly indicating:
  - 9.1. all readily accessible static sources of water available for firefighting operations.
  - 9.2. all bridges under municipal or other jurisdiction(s) and the prescribed weight limits and advice of alternate routes for the ladder truck. Bridges identified as being unable to carry the weight of the ladder truck, shall be set out in Schedule "C" attached to and forming part of this agreement. Any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by the ladder truck.
10. The Municipality agrees to identify all streets and roads within the Township of Lucan Biddulph by having them clearly marked at all intersections. Note: 911 mapping and numbering will be deemed sufficient to meet this requirement.
11. SH does not warrant or guarantee the availability or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the provision of such services for any reason which is beyond the reasonable control of SH, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design etc. Without limiting the foregoing, no liability shall attach or accrue to SH for failing to supply to LB, ladder truck services on any occasion, or occasions.
12. LB hereby indemnifies and hold harmless SH from any loss, damage, expense or cost suffered or incurred as a consequence of the supply of ladder truck services by SH to LB and without limitation in the conduct of any response to an emergency and/or incident whereat it has requested and/or received ladder truck services.
13. LB acknowledges and agrees that it shall maintain appropriate insurance coverage (minimum \$10,000,000.00) and to advise its insurer of the provisions of this agreement. Further, LB acknowledges and agrees that the Municipality of South Huron shall be added as an additional insured with respect to the provision of ladder truck services within the boundaries of LB under this agreement.

14. 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 mutatis mutandis.
15. Any Notice to be given under this Agreement may be given by prepaid first class mail addressed to the other party at its current main municipal office or by email to the email address of the Fire Chief as listed on each respective Municipal website on the date of the intended transmission.

Where service is affected by email transmission such service shall be deemed to have been given on the date and time upon which such email was delivered, provided the sender has not received notification that the email transmission has failed or not been delivered. Confirmation of delivery may be confirmed through a delivered/delivery receipt obtained by the sending party and the foregoing is not intended to require a "read" receipt to be issued. Whereupon an email is confirmed delivered after 4:30 p.m. on any date, it shall be deemed to have served on the following business day.

Where service is affected by registered mail it shall be deemed to have been received 72 hours after mailing.

16. SCHEDULES

The following schedules form part of this Agreement:

Schedule "A" - Fees

This AGREEMENT SHALL ensure to the benefit of and be binding upon the parties hereto and their permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and set their hands and seals on This Agreement:

By South Huron on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CORPORATION OF THE  
MUNICIPALITY OF SOUTH HURON

Per: \_\_\_\_\_

Mayor: George Finch

Per: \_\_\_\_\_

Clerk: Alex Wolfe

By Lucan Biddulph on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CORPORATION OF THE  
TOWNSHIP OF LUCAN BIDDULPH

Per: \_\_\_\_\_

Mayor:

Per: \_\_\_\_\_

Clerk:

## SCHEDULE "A"

### FEES AND PAYMENT

LB acknowledges and agrees that is shall pay to SH:

1. an annual fee the purpose of which is to recognize the value of the availability of the specialized ladder truck services; and
2. fees as determined below per request for and/or delivery of ladder truck services.

#### Annual Fee:

The annual fee shall be \$2,500.00.

#### Fees for Each Request for Ladder Truck Services:

The fee for each request and/or delivery of ladder trucks shall be at the Ministry of Transportation rates for 2025 which as of the date of commencement of this agreement was Five Hundred & Seventy dollars & fifty cents per hour (\$570.50/hour) with a minimum call out of 4 hours. The fees will be adjusted each year to the current MTO Rate. Shall the Ladder Truck be required longer; billing will be current MTO Rate per hour and up to one hour after the Ladder Truck is released by Lucan Incident Commander.

Any request shall be subject to a minimum charge of 4 hours for each request for ladder truck services.

LB acknowledges and agrees that such fees are payable for every request for service regardless of whether such request is cancelled or revoked after the SH FD has received the request. After four (4) hours, the fee shall be calculated based upon 60 minute increments and ceases one (1) hour after the unit is released from the scene by Lucan Command.

#### Payment of Fees

The Annual Fee is due and payable not later than the 30<sup>th</sup> day of January in each calendar year and shall be subject to 2.5% increase from the prior year's annual fee. SH will provide an invoice for the annual fee.

SH will invoice LB on a quarterly basis for requests for ladder truck services and such invoice shall identify the date and time of the request and the duration of the response and delivery of such services.

All invoices shall bear interest at the rate of 1.25% per month on the invoiced amount, non-compounding, commencing 30 days after the date of the invoice.