THE CORPORATION OF THE  
MUNICIPALITY OF MORRIS-TURNBERRY  

BY-LAW NO. 55-2017  

Being a by-law to authorize that the Municipality of Morris-Turnberry to execute  
and affix the Corporate Seal to authorize a Fire Services agreement with the  
Municipality of Huron East and to acquire an interest in the ownership of the  
Brussels Fire Department

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, Chapter 4, S.O.  
1997 (as amended) authorizes two or more municipalities to establish a fire department for the  
purpose of providing fire protection services in those municipalities;

AND WHEREAS, the Council of the Municipality of Morris-Turnberry deems it necessary and  
desirable to execute a Fire Services agreement with the Municipality of Huron East, to provide  
fire protection services; and to acquire an interest of 45% ownership in the Brussels Fire  
Department;

AND WHEREAS, this Agreement is attached hereto and forms part of this By-law as Schedule  
‘A’;

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

1. 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 Agreement for Fire Services, as outlined in Schedule  
‘D’ of the agreement, with the Municipality of Huron East;

2. That the Municipality of Morris-Turnberry hereby purchase and acquire a share of 45%  
ownership in the Brussels Fire Department, as outlined in Schedule “C” of the agreement;

3. That the Council of the Municipality of Morris-Turnberry hereby approve the capital  
buy-in cost of $ 176,771.00 for a 45% interest in the ownership of the Brussels Fire  
Department;

4. That this By-law hereby repeals and revokes By-law No. 52-2013, being a by-law to  
authorize a fire suppression services with the Municipality of Huron East;

5. That this By-law is effective as of on the 30th day of June, 2017.

Read a FIRST and SECOND time this 20th day of June, 2017

Read a THIRD time and FINALLY PASSED this 20th day of June, 2017.

Paul Gowing- Mayor

Nancy Michie- Administrator Clerk-Treasurer
FIRE SERVICES AGREEMENT

THIS AGREEMENT, made this 20th day of June, 2017

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

(hereinafter called “Morris-Turnberry”)

-and-

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

(hereinafter called “Huron East”)

WHEREAS Section 2(4) of the Fire Protection and Prevention Act, Chapter 4, S.O. 1997 (as amended) authorizes two or more municipalities to establish a fire department for the purpose of providing fire protection services in those municipalities;

AND WHEREAS, The Municipality of Huron East 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 Municipality of Huron East;

AND WHEREAS, The Municipality of Morris-Turnberry has requested fire protection services as outlined in Schedule “D” attached for a designated area of Morris-Turnberry as defined in Schedule “A” attached hereto and has requested an ownership interest in the Brussels Station and that the Brussels Station be operated as a joint municipal fire area department for purposes of compliance with Section 2(4) of the Fire Protection and Prevention Act, Chapter 4, S.O 1997

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Corporations hereby mutually agree to form a Fire Department under the name Brussels & Area Fire Department, to provide protection to the lands and roads set out in Schedule “A” attached hereto;

2. The Municipality of Morris-Turnberry hereby agrees to purchase a share in the Brussels Fire Department, being 45% of the Net Book Value of the assets of the Brussels Fire Department as of June 30th, 2017 as described in Schedule “B” attached hereto and the Municipality of Morris-Turnberry shall pay the said amount on the date of the signing of the Agreement.

3. It is further declared and acknowledged by each of the parties hereto that the assets and equipment more particularly set out in Schedule “B”, attached hereto, and all additions thereto are assets of the parties hereto, with the relative share of the assets being established in Schedule “C”, attached hereto, which said Schedule is hereby declared to be and form part of this Agreement.
4. It is hereby acknowledged that the title of the lands on which the Brussels Fire Station is located being 51 CN Road Brussels, more particularly described as Part 1, Plan 22R-4135, Municipality of Huron East, shall not notwithstanding the cost sharing provisions of this Agreement, shall remain vested with the Corporation of the Municipality of Huron East.

5. All firefighting equipment, including vehicles dedicated to the Brussels Station shall be jointly purchased, owned, maintained and disposed of in the same relative share as shown in Schedule “C” attached hereto but for the purposes of registration, licensing and insurance, title to said assets shall be shown under the name of the Corporation of the Municipality of Huron East.

6. The affairs of the Fire Area shall be managed by a Committee known as the Brussels Fire Area Fire Protection Sub-Committee (hereinafter referred to as the "Committee") which shall make recommendations to the Municipality of Huron East The Fire Committee shall consist of three members. The Council of the Municipality of Huron East shall appoint two members and the Council of the Municipality of Morris-Turnberry shall appoint one member of their respective Councils to the Committee. The Chair of the Committee shall be chosen from amongst its members.

7. The Committee shall hold at least two meetings in any one calendar year. Meetings of the Committee shall be at the call of the Chair or any member of the Committee, and may convene a special meeting by providing at least seven days written notice before the time the meeting is to be held and shall be given to each of the members outlining matters to be discussed, the time, date and location of the meeting.

8. The Committee shall meet at the Fire Hall in the Brussels Ward or at such other place as shall from time to time be determined by the Committee.

9. Two members of the Committee with representation from both Municipalities being present at a Meeting shall constitute a quorum for the business of the Committee

10. The Secretary of the Fire Committee shall be the Huron East Deputy-Clerk or Designate

11. The Committee shall make recommendations to the Municipality of Huron East with respect to administration, management and the provision of a firefighting and fire prevention program for the Fire Area and without limiting the objectives of this undertaking, the Committee shall undertake to make recommendations concerning the following functions:

   a) The utilization to the best advantage of all the existing firefighting equipment, vehicles and apparatus;

   b) The replacement of existing equipment and the addition of other firefighting equipment;
c) The recording of fire calls and the invoicing of fire calls to the respective municipalities;

d) Undertaking all arrangements necessary for the housing, maintenance, and repair and servicing of all vehicles and equipment and other apparatus and property of the Fire Area;

e) Making all necessary arrangements for adequate Fire and Liability Insurance Protection;

f) Maintaining an adequate level of competent fire fighting personnel including the regulating of salaries and the establishment of training programs and personnel policies;

g) Submitting semi-annually, to each of the parties hereto, a Financial Report of the operations of the Fire Area Department;

h) All operational and capital costs of the Fire Area Department for each calendar year shall be shared amongst the Corporations, and each Corporation shall pay its share in any given calendar year based on the total costs of operation and capital costs for the year multiplied by the percentage, for each Party hereto set forth in Schedule “C”. Remittance shall be made to Huron East for such charges within thirty days after invoice has been received by the parties.

12. The Committee shall prepare by March 1st, in each year, annual estimates of expenditure and revenue. The said annual estimates of expenditure and revenue shall require the approval of the Municipality of Huron East.

13. If either of the Parties hereto desires to terminate the participation in the Fire Area, it shall have the right to do so at the end of the current year, provided that such party shall have given notice of its intention to the other party not less than six months prior to the said year end.

In the event that the Municipality of Huron East elects to terminate this Agreement, the Municipality of Huron East shall compensate the Municipality of Morris-Turnberry for 45% of the net book value of the assets remaining at year-end.

In the event that the Municipality of Morris-Turnberry elects to terminate this Agreement, the Municipality of Huron East is under no obligation to compensate the Municipality of Morris-Turnberry for any net book value of assets remaining at the termination of the Agreement.

14. Each of the parties hereto, hereby undertake to pay to, the Municipality of Huron East, in addition to any other charges levied as herein provided, a fee for each fire attended in their municipality, included in the Fire Area, at rates as set out in Schedule “E” attached hereto and the Committee shall from time to time review said rates and shall make recommendations to the Municipality of Huron East regarding amendments to the said rates.
15. The Municipality of Huron East shall maintain a dedicated surplus/(deficit) for the Brussels Fire Area, such surplus/(deficit) to be part of the annual budget approved by the Council of the Municipality of Huron East for the Brussels Fire Area.

16. Each of the parties hereto, hereby undertake the represent that all necessary By-Laws are introduced and passed as a matter of assuring that each party are properly and legally authorized to be a participating party to this Agreement and all its provisions.

17. The Committee shall be responsible for the study and review of the Agreement from time to time and shall be responsible for the formation of any proposed amendments to the Agreement. Any proposed amendments to the Agreement shall require the approval of both parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their Corporate Seals and the signatures of their respective officers.

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

[Signature]
Paul Gowing, Mayor

[Signature]
Nancy Michie, Administrator Clerk-Treasurer

THE CORPORATION OF THE MUNICIPALITY OF HURON EAST

[Signature]
Bernie MacLellan, Mayor

[Signature]
Brad Knight, CAO/Clerk
SCHEDULE “A”

BRUSSELS FIRE AREA

The Municipality of Huron East

1. Brussels Ward – entire Ward

2. Grey Ward
   - Concession 1 to 7, Lot 1
   - Concession 8, Lots 1 to 5
   - Concession 9 to 10, Lots 2 to 5
   - Concession 11, Lots 1 to 5
   - Concession 12 to 18, Lot 1

3. McKillop Ward – Concession 14, North Part Lots 26 to 34

The Municipality of Morris-Turnberry

1. Morris Ward
   1. Concession 1 Npt and the Spt Lots 50-60
   2. Concession 2 Npt Lots 22-30 and the Spt of Lots 17-30
   3. Concession 3 Npt Lots 17-30
   4. Concession 3 Spt Lots 12-30
   5. Concession 4 Npt Lots 12-30
   6. Concession 4 Spt Lots 7-30
   7. Concession 5 Npt and the Spt Lots 7-30
   8. Properties located on the fringe of Brussels- Plan 100, and 800, 810, 820
      Turnberry Street
   9. Concession 6 Npt Lots 7-30
   10. Concession 6 Spt Lots 13-30
   11. Concession 7 Npt Lots 13-30
   12. Concession 7 Spt Lots 17-30
   13. Concession 8 Npt and the Spt Lots 17-30
   14. Concession 9 Npt Lots 17-30
   15. Concession 9 Spt Lots 27-30
   17. Hamlet of Walton
The Brussels Fire Area Coverage Map Also Forms Part of Schedule “A”

SCHEDULE “A”

BRUSSELS FIRE AREA COVERAGE MAP
SCHEDULE “B”

All firefighting equipment, apparatus and supplies for the Brussels Fire Area by the Corporation of the Municipality of Huron East as at June 30th, 2017.

Brussels Fire Assets as of June 30, 2017

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392,824.90
SCHEDULE “C”

Share for each Municipality’s ownership interest and annual contribution to net operational and capital expenditures and capital buy-in.

1. Municipality of Huron East shall be responsible for 55% of the:
   - annual capital and
   - net annual operational costs;

2. Municipality of Morris-Turnberry shall be responsible for 45% of the:
   - annual capital and
   - net annual operational costs;

3. The Municipality of Morris-Turnberry shall acquire a 45% interest in the ownership of the Brussels Fire Department by contributing 45% of the net book value assets of the Brussels Fire Department as described in Schedule “B” attached hereto.
SCHEDULE “D”

SERVICE DELIVERY EXPECTATIONS

1. Huron East (Brussels station) will provide the Fire Area;
   - Fire Suppression  Operations shall be delivered in either offensive interior attack with rescue, limited offensive interior attack with rescue, limited offensive interior attack without rescue, or defensive attack without rescue. Mode of attack will be dependent on available fire ground staffing levels that safely allow the selected mode of fire attack operations as per the Incident Commander’s discretion. Operations will also include forcible entry, ventilations, protection of exposures and overhaul
   - Rescue and Emergency Services including responses to Motor Vehicle Collisions
   - The above will not include Trench Rescue, Confined Space Rescue or Water Rescue as Huron East Fire does not offer these services
   - Communications;
   - Hazardous Materials Response to the Awareness Level only
   - Medical Tiered Response as per the current Huron East (Brussels Station) service offered.
   - Investigation of fires in order to attempt to determine cause and origin and, where required, to request appropriate agencies to assist with the investigation.

2. Fire Prevention:

   The Huron East Fire Department shall provide Fire Prevention and Public Education services as required under Section 2(1)(a) of the Fire Protection and Prevention Act, 1997 to all buildings and premises located in the Municipality of Morris-Turnberry to an equivalent standard of such service in Huron East based on a “request or complaint” basis, or as required.
SCHEDULE “E”

RATES AND FEES

The Municipality of Huron East and the Municipality of Morris-Turnberry shall each be invoiced for fire calls at flat rate of $300 for trucks for the first hour and $200 per hour thereafter plus actual firefighter wages.