THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

By-law No. 76 -2015

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY AND THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBOURNE-WAWANOSH, REGARDING A FIRE PREVENTION SERVICES AGREEMENT

WHEREAS, The Municipal Act S.O. 2001, c. 25, as amended, Section 20(1) authorizes that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19 of the Act, or combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS, The Council of the Municipality of Morris-Turnberry hereby authorizes to enter into an agreement with the Township of Ashfield-Colbourne-Wawanosh for Fire Prevention Services;

NOW THEREFORE, the Council of the Municipality of Morris-Turnberry enacts as follows:

1.0 That the Council of the Municipality of Morris-Turnberry hereby agree in enter into an agreement to provide Fire Prevention Services to the Township of Ashfield-Colbourne-Wawanosh;

2.0 That the Municipality of Morris-Turnberry hereby enters into an agreement with the Township of Ashfield-Colbourne-Wawanosh, in accordance with the agreement attached hereto, as Schedule 'A';

3.0 That the Mayor and Clerk be hereby authorized to sign and execute the by-law;

4.0 This By-law shall come into full force and effect upon the 1st day of December, 2015;

5.0 This By-law may be cited as the amendment to the “The Fire Prevention Service Agreement By-law ”.

Read a first, second, and third time and finally passed this 1st day of December, 2015

Mayor, Paul Gowing

Clerk, Nancy Michie
THIS AGREEMENT made this 1st day of December, 2015.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
Hereinafter called “Ashfield-Colborne-Wawanosh”
OF THE FIRST PART

-AND-

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY
Hereinafter called “Morris-Turnberry”
OF THE SECOND PART

WHEREAS the Fire Protection and Prevention Act, 1997 Part II, paragraph 2 (1) (a) states: “Every Municipality shall establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention;

AND WHEREAS the municipality must appoint a community fire safety officer;

AND WHEREAS two or more municipalities may appoint a community fire safety officer for the purpose of providing fire protection services in those municipalities;

AND WHEREAS Morris-Turnberry has appointed Fire Prevention Officer who performs fire prevention duties;

AND WHEREAS Ashfield-Colborne-Wawanosh is in need of fire prevention services in areas of Ashfield-Colborne-Wawanosh;

NOW THEREFORE BE IT RESOLVED THAT in consideration of the terms and conditions contained in this agreement, the parties agree to as follows:

1. The Fire Prevention Officer will be an employee of Morris-Turnberry and will work as the Fire Prevention Officer in Ashfield-Colborne-Wawanosh as required.

2. Ashfield-Colborne-Wawanosh will reimburse Morris-Turnberry for time the Fire Prevention Officer worked in Ashfield-Colborne-Wawanosh at the rate of $50.00 per hour.

3. Ashfield-Colborne-Wawanosh shall indemnify and hold harmless Morris-Turnberry and its respective officers, councillors, employees, agents and representatives, from all costs, claims, losses, expenses, demands and liabilities howsoever arising which maybe directly or indirectly sustained by or asserted against Morris-Turnberry related to, arising out of, resulting from or in any way connected with the Fire Prevention Officer’s work for and/or presence in Ashfield-Colborne-Wawanosh.
4. Morris-Turnberry will invoice Ashfield-Colborne-Wawanosh on a monthly basis, as needed.

5. Ashfield-Colborne-Wawanosh agrees, upon satisfactory review to pay the invoiced amounts within thirty (30) days of receipt of said invoice.

6. This agreement will be effective the date of signing and shall continue in full force and effect until both parties agree in writing that this Agreement shall be terminated.

IN WITNESS WHEREOF the parties agree hereto have duly executed this agreement.

THIS AGREEMENT is executed by The Corporation of the Township of Ashfield-Colborne-Wawanosh this 1st day of December, 2015.

[Signature]
Reeve, Ben VanDiepenbeek

[Signature]
Administrator, Clerk-Treasurer, Mark Becker

THIS AGREEMENT is executed by The Corporation of the Municipality of Morris-Turnberry this 1st day of December, 2015.

[Signature]
Mayor, Paul Gowing

[Signature]
Administrator, Clerk-Treasurer, Nancy Michie