THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BYLAW NO. 8-2014

Being a bylaw to authorize the Mayor and Clerk to execute and affix the Corporate seal to authorize the agreement with the Township of North Huron to share services for Fire Education and Fire Prevention.

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, Part 11 paragraph 2 (1) (a) states that every Municipality shall (a) 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 Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute an Agreement to share services of the Fire Prevention Officer for the Township of North Huron and the Community Fire Safety Officer for the Municipality of Morris-Turnberry;

AND WHEREAS, this Agreement is attached hereto and forms part of this Bylaw 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 Bylaw to authorize the Municipality of Morris-Turnberry to enter into an Agreement with the Township of North Huron to share services for Fire Education and Fire Prevention;

2. This Bylaw shall come into force and take effect on passing thereof, and rescinds and repeals By-law 76-2013 and supercedes any bylaws passed under the Authority of this Act or its predecessors, thereof.

Read a FIRST and SECOND time this 21st day of January, 2014.

Read a THIRD time and FINALLY PASSED this 21st day of January, 2014.

[Signatures]

Mayor – Paul Gowing

Administrator Clerk – Treasurer – Nancy Michie
THIS AGREEMENT made the 21st day of January, 2014

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Hereinafter called “North Huron”

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 11 paragraph 2 (1) (a) states that every Municipality shall (a) 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 North Huron has appointed a Fire Prevention Officer and the Morris-Turnberry has appointed a Community Fire Safety Officer; for the discharge of public education and fire safety and fire prevention duties;

AND WHEREAS, the purpose of this Agreement is to permit sharing of services of “North Huron” and “Morris-Turnberry” for the Fire Prevention Officer and the Community Fire Safety Officer, on an as needed basis, as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the terms and conditions contained herein and other good and valuable consideration the parties hereto agree as follows:

1. Both Parties agree to provide and or share the services of Fire Education and Fire Prevention to each other on an as required basis;

2. Both Parties agree that will be a reciprocal agreement and that services will be interchangeable and further that each employee will be covered by their respective pay and benefits, as well as workers compensation, while they are working in the other municipality;

3. Both Parties agree that this Agreement may be terminated by either party for any reason at any time with the giving of thirty(30) days written notice to the other Party.

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

THIS AGREEMENT is executed by “North Huron” this 21st day of January, 2014

Mayor – Neil Vincent

Clerk/CAO – Gary Long

THIS AGREEMENT is executed by “Morris-Turnberry” this 21st day of January, 2014

Mayor – Paul Gowing

Administrator/Clerk-Treasurer – Nancy Michie
THIS AGREEMENT made the 21st day of January, 2014

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

Hereinafter called “North Huron”

OF THE FIRST PART

-and-

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Hereinafter called “Morris-Turnberry”

OF THE SECOND PART

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

THIS AGREEMENT is executed by “North Huron” this 21st day of January, 2014

[Signature]
Mayor – Neil Vincent

[Signature]
Clerk/CAO – Gary Long

THIS AGREEMENT is executed by “Morris-Turnberry” this 21st day of January, 2014

[Signature]
Mayor – Paul Gowing

[Signature]
Administrator Clerk-Treasurer – Nancy Michie