



MUNICIPALITY OF MORRIS-TURNBERRY

COUNCIL AGENDA ADDENDUM

Tuesday, March 3, 2026, 7:30 pm

8.0 BUSINESS

8.3 MAITLAND GRANITE/MAITLAND LINKS LEASE AGREEMENT

A report has been prepared in this regard by CAO/Clerk Trevor Hallam.

*Moved by ~
Seconded by ~*

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 13-2026, being a by-law to authorize the execution of a lease agreement between the Corporation of the Municipality of Morris-Turnberry and Maitland Minks for the purpose of supporting an Ontario Trillium Foundation capital grant application, and that it now be read severally a first, second, and third time, and finally passed.

~

12.0 BY-LAWS AND AGREEMENTS

12.3 NORTH HURON FIRE PROTECION AGREEMENT

At the February 17th meeting, Council directed staff to return a by-law to enter into an agreement for fire protection services with the Township of North Huron. By-law 12-2026 is presented here for consideration.

*Moved by ~
Seconded by ~*

THAT leave be given to introduce By-Law 12-2026, being a by-law to authorize the Mayor and CAO/Clerk to execute a Municipal Fire Protection Agreement between the Municipality of Morris-Turnberry and the Township of North Huron, and that it now be read severally a first, second, and third time, and finally passed.

~

MUNICIPALITY OF MORRIS-TURNBERRY

REPORT TO COUNCIL

TO: Mayor and Council
PREPARED BY: Trevor Hallam, CAO/Clerk
DATE: March 3, 2026
SUBJECT: Maitland Links Lease Agreement

RECOMMENDATION

That Council authorize the CAO/Clerk to execute the Lease Agreement with Maitland Links for the purpose of supporting the Ontario Trillium Foundation Capital Fund application, as presented.

BACKGROUND

Following the direction of Council given at the February 17th meeting, the Municipality is acting as principal applicant, in partnership with Maitland Granite, on an application to the Ontario Trillium Foundation under its Capital Fund stream to upgrade curling equipment and related infrastructure at the Maitland Links curling facility. OTF's capital funding model requires applicants to demonstrate secure tenure over the facility where funded assets will be installed. In particular, OTF requires assurance that capital assets purchased with public funds will remain in service for public benefit for a minimum of five years.

COMMENTS

OTF capital grants are structured to ensure that public funds result in sustained community benefit rather than short-term improvements. As a condition of funding, OTF requires that funded equipment remain accessible for public recreational use for a defined period. Because the Municipality does not own the building in which the curling facility operates, OTF requires a formal lease or equivalent occupancy agreement confirming that the Municipality has legal rights of access and tenure for at least five years. Without such an agreement, the application would not satisfy OTF eligibility requirements.

The lease therefore functions primarily as a compliance mechanism to satisfy OTF's asset security and public benefit conditions. It is not intended to transfer operational responsibility for the curling facility to the Municipality. Its purpose is to secure tenure sufficient to satisfy OTF requirements.

Entering into a lease arrangement can, in certain circumstances, expose a municipality to liability risks, particularly in relation to occupiers' liability, negligence claims arising from facility operations, insurance coverage gaps, and potential repayment obligations if grant conditions are not met. For this reason, the lease has been carefully structured to confine the Municipality's role strictly to capital installation and grant compliance, while preserving exclusive operational control with Maitland Links. The lease was initially drafted by Maitland Granite staff, and after revisions were made by municipal staff it was reviewed and edited by the Municipality's solicitor. It written as an agreement between the municipality and Maitland Links, rather than Maitland Granite, as Maitland Links is the owner of the facility.

The agreement expressly limits the Municipality's role to the acquisition, installation, and oversight of equipment funded in whole or in part by OTF, together with associated reporting and compliance obligations. The lease confirms that the Municipality does not assume responsibility for day-to-day management, supervision, programming, staffing, maintenance, repair, or operation of the curling facility. Maitland Links retains exclusive care, custody, and control of the Premises and all activities conducted therein. This allocation of control is intended to reduce the risk that the Municipality could be characterized as an occupier responsible for operational incidents.

The lease also requires Maitland Links to maintain Commercial General Liability insurance in an amount of not less than \$5,000,000 per occurrence, to include contractual liability coverage, and to name the Municipality as an additional insured. The policy must respond on a primary and non-contributory basis. This structure ensures that Maitland Links' insurance coverage responds first in the event of a claim arising from facility operations.

In addition, Maitland Links indemnifies the Municipality against claims arising from the operation, maintenance, or condition of the Premises, as well as from any breach of the lease. This indemnification is intended to protect the Municipality from third-party claims related to activities

at the facility, except where directly caused by the Municipality's own negligence in connection with equipment installation.

The lease further clarifies ownership and control of OTF-funded equipment. Funded assets remain the property of Maitland Links unless otherwise required by OTF, but they may not be sold, encumbered, or relocated without Municipal consent and compliance with OTF requirements. The Municipality retains the right to enter the Premises to inspect, remove, or redirect the equipment if necessary to ensure continued public benefit. This protects against improper disposal and ensures compliance with OTF asset conditions.

As the most significant financial exposure associated with capital grants is the possibility of funding clawback, the lease includes provisions requiring Maitland Links to cooperate fully with OTF reporting and compliance requirements. If repayment is required due to misuse of equipment, failure to maintain public recreational use, or breach of the agreement by Maitland Links, the lease requires Maitland Links to indemnify the Municipality for resulting losses.

Finally, the agreement includes termination rights in the event of insolvency, dissolution, material breach, or failure to maintain required insurance. These provisions ensure that the Municipality retains control over funded assets and can take appropriate steps to protect public investment if circumstances change.

Subject to Council's approval, execution of the lease will allow the Municipality to submit a compliant OTF application while maintaining appropriate risk management safeguards. As the deadline for applications is March 4th, this matter is time sensitive. In recognition of this, Maitland Granite representatives have expressed a willingness to amend the agreement in the future if the Municipality identifies issues that need to be addressed.

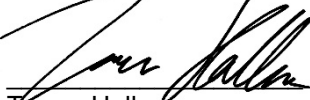
ATTACHMENTS

1. Lease Agreement and authorizing by-law

OTHERS CONSULTED

None.

Respectfully submitted,



Trevor Hallam,
CAO/Clerk



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 13-2026

Being a by-law to authorize the execution of a lease agreement between the Corporation of the Municipality of Morris-Turnberry and Maitland Links for the purpose of supporting an Ontario Trillium Foundation capital grant application.

WHEREAS section 8 of the Municipal Act, 2001, S.O. 2001, c. 25 confers broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS subsection 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that or any other Act;

AND WHEREAS subsection 11(3) of the Municipal Act, 2001 authorizes a lower-tier municipality to pass by-laws respecting matters within its sphere of jurisdiction, including culture, parks, recreation and heritage;

AND WHEREAS the Municipality is applying to the Ontario Trillium Foundation for funding under its Capital Fund stream to upgrade curling equipment and related infrastructure located at the Maitland Links facility;

AND WHEREAS Council deems it expedient to enter into a Lease Agreement with Maitland Links for the limited purpose of installing and overseeing Ontario Trillium Foundation funded equipment and satisfying related compliance obligations;

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

1. The CAO/Clerk is hereby authorized and directed to execute a Lease Agreement between The Corporation of the Municipality of Morris-Turnberry and Maitland Links, substantially in the form attached hereto as Schedule "A", and to affix the Corporate Seal thereto.
2. The CAO/Clerk is hereby authorized to execute such further and other documents and to make such minor, technical, or administrative amendments to the Lease Agreement as may be required to give effect to the intent of this By-law, provided that such amendments do not materially alter the rights or obligations of the Municipality.
3. This By-law shall come into force and effect upon final passage.

Read a FIRST and SECOND time this 3rd day of March 2026

Read a THIRD time and FINALLY PASSED this 3rd day of March 2026

Mayor, Jamie Heffer

Clerk, Trevor Hallam

LEASE AGREEMENT

This Lease Agreement is made as of the 3rd day of March, 2026 (the “Effective Date”), between Maitland Links (the “Lessor”), being the owner of the lands and building at 40292 Jamestown Road, Wingham, Ontario (the “Premises”), and The Corporation of the Municipality of Morris-Turnberry (the “Lessee”).

1. Purpose

The Lessor hereby leases to the Lessee a non-exclusive interest in the portion of the Premises comprising the curling facility space solely for the purpose of installing upgraded and new curling equipment and undertaking related infrastructure improvements funded in whole or in part through the Ontario Trillium Foundation Capital Fund (“OTF”).

This Lease is entered into to support the Lessee’s application to OTF and to ensure continued public benefit of funded assets in accordance with OTF requirements.

2. Term

The term of this Lease shall commence on March 3, 2026 and shall continue for a minimum period of five (5) years, expiring on March 3, 2031, unless terminated earlier in accordance with this Agreement.

This Lease may not be terminated during the initial five-year term except:

- (a) by mutual written agreement;
- (b) upon material breach not remedied within thirty (30) days of written notice;
- (c) if OTF funding is not approved; or
- (d) upon insolvency, dissolution, or bankruptcy of the Lessor.

In the event of termination, the parties shall comply with all OTF requirements to ensure continued public benefit of funded assets.

3. Rent

The Premises are leased at a rent of \$2 for the entire term. No utilities or additional fees are payable by the Lessee.

4. Limited Municipal Role

Notwithstanding any other provision of this Lease, the parties acknowledge and agree that:

- (a) The Lessee’s role is limited to the acquisition, installation, and oversight of equipment and infrastructure improvements funded by OTF and related compliance and reporting obligations.
- (b) The Lessee shall not be responsible for the day-to-day management, supervision, programming, staffing, maintenance, repair, or operation of the Premises or the facility.
- (c) The Lessor retains exclusive care, custody, and control of the Premises and all activities conducted therein.
- (d) Nothing in this Agreement creates a partnership, joint venture, agency, or operational relationship between the parties.

5. Equipment Ownership and Use

All equipment purchased by the Lessee, including equipment funded in whole or in part by OTF (the “Funded Equipment”), shall remain the property of the Lessor unless otherwise required by OTF.

The Funded Equipment shall:

- (a) be used solely for public recreational purposes;
- (b) not be sold, transferred, encumbered, or relocated without the prior written consent of the Lessee and compliance with OTF requirements;
- (c) remain dedicated to public benefit for the duration required by OTF.

In the event of termination of this Lease, the Lessee shall have the right to enter the Premises and remove the Funded Equipment or otherwise direct its continued use to satisfy OTF requirements.

6. Maintenance and Structural Responsibility

The Lessor shall maintain the structural integrity of the building, including the roof, foundation, exterior walls, and major building systems.

The Lessor shall be solely responsible for routine maintenance, repair, operational condition, and safe operation of the Premises and curling facility.

7. Insurance

The Lessor shall maintain throughout the Term:

- (a) Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence;
- (b) Coverage including contractual liability;
- (c) The Lessee named as an additional insured;
- (d) Coverage that is primary and non-contributory with respect to any insurance maintained by the Lessee.

The Lessor shall provide proof of insurance annually upon request.

The Lessee shall maintain its own Commercial General Liability insurance in an amount not less than \$5,000,000 per occurrence.

8. Indemnification

The Lessor shall indemnify and hold harmless the Lessee, its elected officials, officers, employees, and agents from and against all claims, demands, actions, losses, costs, and damages arising from:

- (a) the operation, maintenance, or condition of the Premises;
- (b) activities conducted at the Premises;
- (c) any breach of this Agreement by the Lessor;

except to the extent directly caused by the negligence or willful misconduct of the Lessee in connection with installation of the Funded Equipment.

9. OTF Compliance and Clawback Protection

The Lessor agrees to cooperate fully with all OTF reporting, inspection, and compliance requirements.

If any repayment, forfeiture, or clawback of OTF funding arises as a result of:

- (a) the Lessor's breach of this Agreement;
- (b) misuse, disposal, or encumbrance of Funded Equipment;
- (c) failure to maintain public recreational use of the Funded Equipment;

the Lessor shall indemnify the Lessee for any resulting loss.

10. Entry

The Lessee may enter the Premises at reasonable times for purposes of installation, inspection of Funded Equipment, or OTF compliance.

The Lessor retains the right to enter the Premises for maintenance, inspection, repair, or emergency purposes.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be amended in writing signed by both parties.

12. Governing Law

This Lease shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have executed this Lease Agreement as of the dates written below.

Name: Scott Bowman
Title: Owner of Maitland Links
For Maitland Links (Lessor)

Signature: _____

Date: _____

Name: Trevor Hallam
Title: Chief Administrative Officer
For The Corporation of the Municipality of Morris-Turnberry (Lessee)

Signature: _____

Date: _____

Witness Signature: _____

Name: _____

Date: _____



CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 12-2026

Being a by-law to authorize the Mayor and CAO/Clerk to execute a Municipal Fire Protection Agreement between the Municipality of Morris-Turnberry and the Township of North Huron.

WHEREAS the Municipal Act, 2001, S.O. 2001, c.25, as amended, permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS the Fire Protection and Prevention Act 1997, S.O. 1997, c4, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS The Municipality of Morris-Turnberry has previously passed By-law No. 92-2018 to receive Fire Suppressive Services from the Township of North Huron, extended by mutual agreement until March 31, 2026;

AND WHEREAS the Council of the Municipality of Morris-Turnberry deems it necessary and desirable to execute a Municipal Fire Protection Agreement with the Township of North-Huron;

NOW THEREFORE the Council of the Corporation of the Municipality of Morris-Turnberry ENACTS as follows:

1. That the Mayor and CAO/Clerk are hereby authorized to sign, on behalf of Council, a Municipal Fire Protection Agreement between the Municipality of Morris-Turnberry and the Township of North Huron.
2. That a copy of the said Agreement is attached hereto and designated as Schedule "A" to this By-law.
3. That upon coming into force and effect, this by-law shall repeal By-law No. 92-2018.
4. That this by-law shall come into force and takes effect retroactively to January 1, 2026.

Read a FIRST and SECOND time this 3rd day of March 2026

Read a THIRD time and FINALLY PASSED this 3rd day of March 2026

Mayor, Jamie Heffer

Clerk, Trevor Hallam

Municipal Fire Protection Agreement

Between:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(Hereinafter referred to as "North Huron")

-and-

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

(Hereinafter referred to as "Morris-Turnberry")

WHEREAS By-laws have been duly enacted by corporate parties pursuant to the provisions of the Municipal Act, 2001 S.O. 2001, c.25, as amended, to authorize an agreement between the parties;

AND WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS North Huron operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, through a fire department situated within the Township of North Huron;

AND WHEREAS Morris-Turnberry wishes to contract with North Huron for the purposes of receiving fire suppression services, within specified areas of Morris-Turnberry from North Huron;

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, North Huron and Morris-Turnberry agree as follows:

1. Definitions and Schedules

1.1. In this agreement:

1.1.1. "CAO" means the Chief Administrative Officer of the Township/Municipality or Designate.

1.1.2. "Fire Area" means the fire area(s) of Morris-Turnberry as described in Schedule "A" hereto.

1.1.3. "Fire Chief" means the Chief of the Fire Department of North Huron duly appointed by the Council of the Township of North Huron and, if provided for pursuant to the appointment, his or her designate.

1.1.4. "Fire Department" means the Fire Department of North Huron situated within the Township of North Huron.

1.1.5. "Fire Services" means those fire services, emergency response services and those other services that North Huron agrees to provide to Morris-Turnberry, as more particularly described in Schedule B hereto.

1.2. The following schedules are attached hereto and form an integral part of this Agreement:

- Schedule A – Fire Boundary Area of Morris-Turnberry

- Schedule B – Fire Services Provided to Morris-Turnberry
- Schedule C – Morris-Turnberry Water Sources
- Schedule D – Morris-Turnberry Bridges, Culverts and Limited Access Roads
- Schedule E – Fee Structure

2. Term

- 2.1. This Agreement shall come into force and effect as of January 1, 2026 and shall remain in force for a period of five (5) years, unless terminated earlier in accordance with section 10.1 of this agreement.
- 2.2. The parties agree that this Agreement may be renewed under the same terms for a further period of five (5) years thereafter by mutual written consent of both parties not less than six (6) months prior to the renewal date.
- 2.3. The renewal date for the purposes of Section 2.2. of this Agreement is January 1, 2031.

3. North Huron Responsibilities

- 3.1. Subject to Section 3.3 of this Agreement, and subject always to North Huron exercising industry standards of care in providing and/or carrying out its obligations, North Huron agrees to supply those Fire Services as specifically described in Schedule "B" to Morris-Turnberry in the Fire Area described in Schedule "A".
- 3.2. Upon receiving a request from the fire dispatch provider, the Fire Chief of North Huron will respond with the apparatus, equipment, and personnel required to accomplish the specific Fire Services requested.
- 3.3. The Fire Chief, or designate, may refuse to supply the described response if response personnel, apparatus, or equipment are required in North Huron or are unable to respond for any reason.
 - 3.3.1. In such cases, the Fire Chief shall activate the provisions of the Huron County Mutual Aid Plan and Program.
 - 3.3.2. Similarly, the Fire Chief may order the recall of personnel, apparatus, or equipment already responding if deemed necessary.
- 3.4. If in the sole opinion of the Fire Chief, additional assistance is required, the Fire Chief may request additional personnel, apparatus, or equipment through any Mutual Aid Agreements in effect.
- 3.5. If no Mutual Aid Agreements exist for the Fire Area, the Fire Chief may request additional personnel, apparatus, or equipment from private providers or from other municipalities.
- 3.6. The Fire Chief is designated as the authority having jurisdiction for all Fire Services provided by North Huron within the Fire Area of Morris-Turnberry as defined by Schedule "A" of this Agreement.

- 3.7. The Fire Chief shall report in writing to Morris-Turnberry no later than the 15th day of each month regarding all occurrences responded to during the previous month.
- 3.8. The Fire Chief shall provide an annual report to the Council of Morris-Turnberry regarding all work and activities performed in the Fire Area during the previous year.
- 3.9. The Fire Chief shall liaise regularly with the CAO of Morris-Turnberry, meeting no less frequently than once per month.

4. Morris-Turnberry Responsibilities

- 4.1. Morris-Turnberry agrees to designate a person responsible for providing any required information to the Fire Chief.
- 4.2. The designated person will provide the Fire Chief with any Fire Safety Plans required under Subsection 2.8 of the Ontario Fire Code for buildings within the Fire Area.
- 4.3. Morris-Turnberry shall ensure streets and roads are clearly marked and all properties properly numbered according to accepted addressing standards.
- 4.4. Morris-Turnberry agrees to provide a map (Schedule "C") identifying all static water sources for firefighting purposes.
- 4.5. Morris-Turnberry agrees to identify all bridges, culverts, and limited access roads, including weight limits, and shall indicate alternate routes. Any structures unable to support fire apparatus will be marked in red on Schedule "D" to this Agreement.
- 4.6. Morris-Turnberry shall notify residents and occupants within the Fire Area of procedures for reporting fire emergencies.
- 4.7. Morris-Turnberry warrants that it maintains an approved emergency management plan in accordance with the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended from time to time and shall supply a copy to North Huron.
- 4.8. Morris-Turnberry designates the Fire Department of North Huron as the "authority having jurisdiction" for the purposes of providing Fire Services.
- 4.9. The Fire Chief and designates are deemed Assistants to the Fire Marshal when providing services within the Fire Area.
- 4.10. Morris-Turnberry shall appoint the Fire Chief as Chief Fire Official for the Fire Area.
- 4.11. Morris-Turnberry shall provide North Huron with a list of all Fire Protection Agreements with other municipalities and update it annually.

5. Fees

- 5.1. Morris-Turnberry agrees to pay North Huron the fees set out in Schedule "E" to this Agreement.

- 5.2. If additional assistance is required under section 3.4, Morris-Turnberry agrees to pay all invoiced costs from external service providers.
- 5.3. Any fees Morris-Turnberry charges its residents for fire services remain entirely the responsibility of Morris-Turnberry.

6. Liability and Indemnification

- 6.1 North Huron shall not be liable for injury or damage to Morris-Turnberry or its personnel, residents, visitors, or property arising from the performance of this Agreement.
- 6.2 Morris-Turnberry shall indemnify and save harmless North Huron from all claims arising from such injury or damage.
- 6.3 Sections 6.1 and 6.2 do not apply where injury or damage is caused by negligence of North Huron employees acting within their scope of employment.
- 6.4 Morris-Turnberry shall not be liable for any injury or damage to North Huron personnel or equipment.
- 6.5 North Huron shall indemnify and save harmless Morris-Turnberry from claims arising under section 6.4 of this Agreement.
- 6.6 Sections 6.4 and 6.5 do not apply where injury or damage is caused by negligence of Morris-Turnberry employees acting within their scope of employment.

7. Confidentiality and Protection of Privacy

- 7.1. The parties acknowledge that in the performance of this Agreement each may have access to information that is confidential or proprietary ("Confidential Information"). Confidential Information does not include information that:
 - 7.1.1. was in the public domain;
 - 7.1.2. was disclosed by a third party without breach of confidentiality;
 - 7.1.3. was approved in writing for disclosure by the disclosing party;
 - 7.1.4. is required to be disclosed by law, with notice provided where possible;
 - 7.1.5. was developed independently without breaching confidence.
- 7.2. Neither party shall disclose Confidential Information except to designated representatives who require it to perform obligations under this Agreement.
- 7.3. All Confidential Information remains the property of the disclosing party regardless of form or storage method.
- 7.4. Upon completion or termination of this Agreement, all Confidential Information shall be returned or destroyed, with written certification where required.

- 7.5. Where either party has access to personal information or personal health information as defined under provincial legislation, each party agrees to comply with all applicable privacy requirements.

8. Workplace Health and Safety and Insurance Issues

- 8.1. North Huron shall provide sufficient insurance coverage for providing Fire Services within the Fire Area and shall provide proof of such insurance to Morris-Turnberry annually.
- 8.2. North Huron shall provide proof of WSIB coverage annually for the firefighters of the Fire Department for the duration of this Agreement.

9. Dispute Resolution

- 9.1. If a dispute arises that cannot be resolved by the Fire Chief and Morris-Turnberry's designate, the following process shall apply:
 - 9.1.1. Upon written request by either party, the dispute shall be brought to the attention of each municipality's CAO. The CAOs shall meet in an attempt to resolve the matter.
 - 9.1.2. If the CAOs cannot resolve the dispute within 30 days of the written request, each CAO shall prepare a report to their respective Councils. Each Council shall appoint members to jointly attempt to resolve the dispute.
 - 9.1.3. All reasonable requests for information relevant to the dispute shall be honoured.
 - 9.1.4. If the designated Council representatives cannot resolve the dispute within 90 days of their first meeting, either party may submit the matter to arbitration under the Municipal Arbitrations Act, R.S.O. 1990, c. M.48, as amended from time to time.
- 9.2. Any arbitration shall be conducted by a single arbitrator jointly chosen by the parties. Costs shall be allocated by the arbitrator.
- 9.3. Except where prevented by the dispute, both parties shall continue to perform their responsibilities under this Agreement during the dispute resolution process.

10. Termination

- 10.1. Either party may terminate this Agreement with not less than twelve (12) months' written notice.
- 10.2. If Morris-Turnberry has paid North Huron in advance for Fire Protection Services, North Huron shall return on a pro rata basis any amounts applicable to the period after termination.

11. General

- 11.1 North Huron and Morris-Turnberry may amend fire boundaries at any time by mutual written consent of the parties. All associated costs shall be borne by the municipality requesting the change.

- 11.2 This Agreement may be amended at any time by mutual written consent of the parties, with at least thirty (30) days' written notice provided by the party seeking the amendment.
- 11.3 Notices shall be sufficiently given if delivered, sent by prepaid registered mail, email, or facsimile to the following addresses:

If to North Huron:

The Corporation of the Township of North Huron
274 Josephine Street, P.O. Box 90
Wingham, Ontario N0G 2W0
Fax: 519-357-1110
Email: nsantos@northhuron.ca

If to Morris-Turnberry:

The Corporation of the Municipality of Morris-Turnberry
P.O. Box 310
41342 Morris Road
Brussels, Ontario N0G 1H0
Fax: 519-887-6424
Email: thallam@morristorynberry.ca

- 11.4 If mail service is disrupted, notice shall be delivered via email, or faxed.
- 11.5 Notice shall be deemed received:
- on the date delivered (business day); or
 - on the third business day after mailing; or
 - on the date faxed or emailed (business day).
- 11.6 Either party may change its contact information with seven (7) days' written notice to the other party.
- 11.7 If any term of this Agreement is held unenforceable, it shall be severed and the remainder of the Agreement shall remain in force.
- 11.8 Under this Agreement, North Huron is acting as an independent contractor. No employer–employee, principal–agent, partnership, or joint venture relationship is created.
- 11.9 Sections 6, 7, and 11.7 of this Agreement shall survive the termination or expiration of this Agreement.
- 11.10 This Agreement shall be interpreted and enforced according to the laws of the Province of Ontario and the Country of Canada.
- 11.11 This Agreement and attached Schedules constitute the entire Agreement between the parties.

This AGREEMENT has been executed by the Corporation of the Township of North Huron and by the Corporation of the Municipality of Morris-Turnberry by their duly authorized representatives on the dates noted below:

In witness whereof the parties hereto have set their hands and seals.

CORPORATION OF THE TOWNSHIP OF NORTH HURON

Paul Heffer, Reeve

Corporate Seal

Carson Lamb, Clerk

Dated this ____ day of _____, 2026.

CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

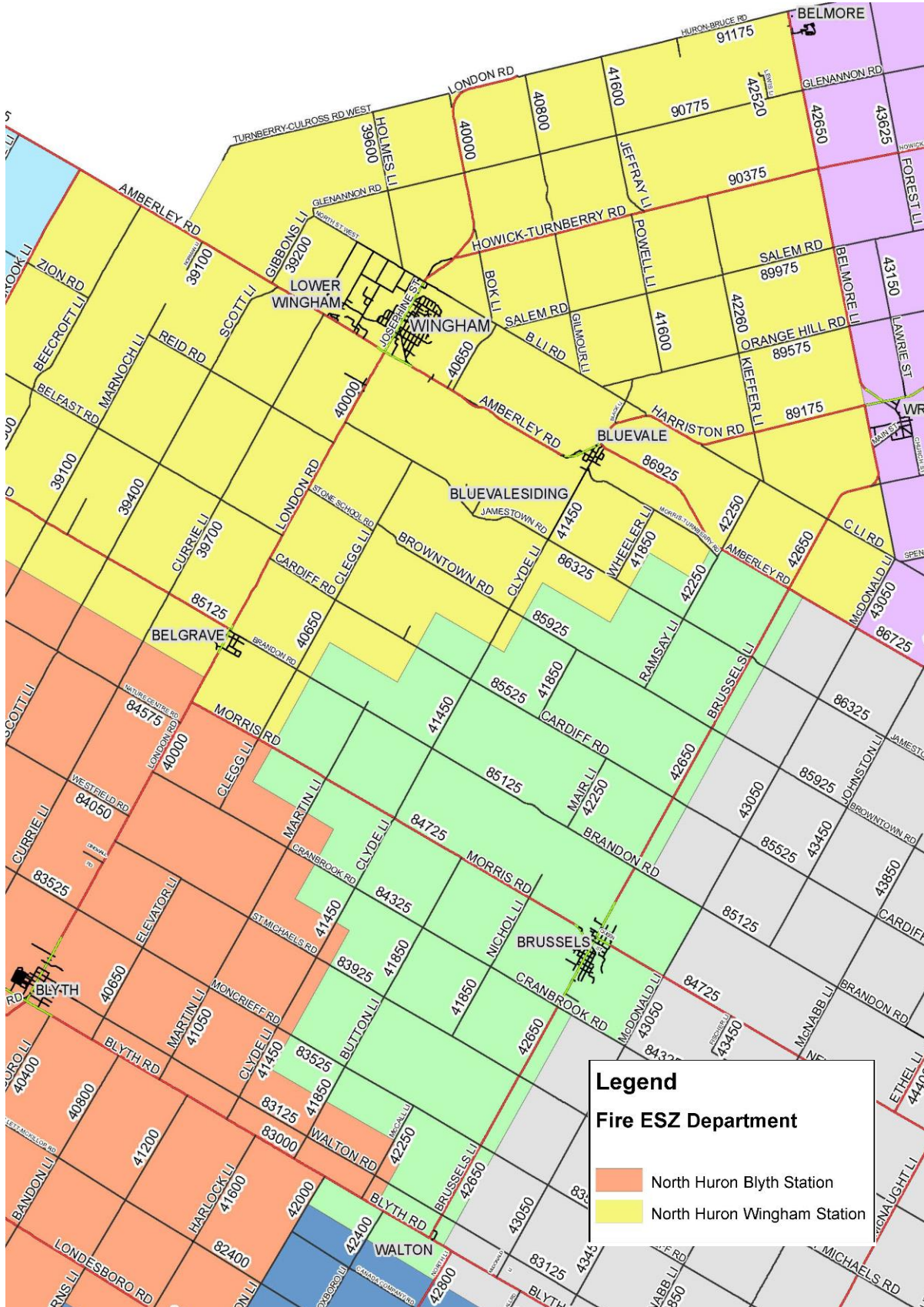
Jamie Heffer, Mayor

Corporate Seal

Trevor Hallam, CAO/Clerk

Dated this ____ day of _____, 2026.

SCHEDULE "A" - FIRE BOUNDARY AREA OF MORRIS-TURNBERRY



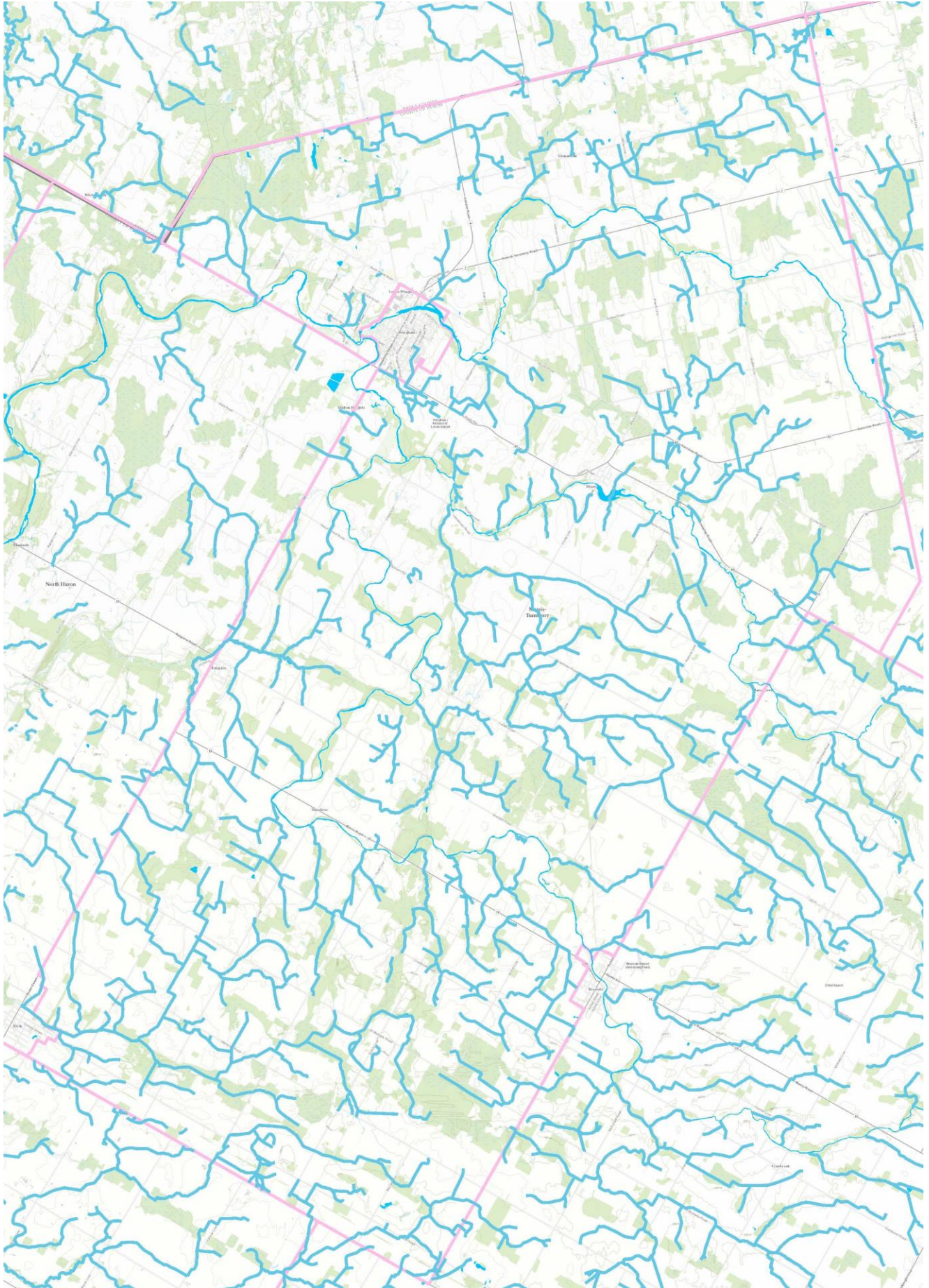
The above Fire Boundary Area may be subject to change as per Item 11.1 of this Agreement.

SCHEDULE "B" - FIRE SERVICES PROVIDED TO MORRIS-TURNBERRY

Fire Services include:

- Structural fire suppression and rescue
- Motor vehicle firefighting
- Grass/Brush fire suppression
- Communications
- Technical rescue operations including extrication
- Awareness level hazardous materials response
- Awareness level confined space rescue
- Awareness level trench rescue
- Awareness level high-angle rescue
- Shore-based ice/water rescue
- Assistance to the public and public utilities
- Training for persons involved in fire protection, rescue, and emergency services
- Emergency medical first response under defined conditions
- Optional annual coverage (Fire Prevention & Public Education)

SCHEDULE "C" - MORRIS-TURNBERRY WATER SOURCES



SCHEDULE "E" - FEE STRUCTURE

Annual Fee:

1. Morris-Turnberry shall pay to North Huron an annual fee for services provided under this agreement, calculated using the Fire Budget prepared by North Huron for the year in which the services are being provided.
2. Morris-Turnberry's annual fee shall be a percentage of the combined total of:
 - a. General Expenses,
 - i. less the amounts budgeted for part time firefighter wages for fire calls,
 - ii. less transfers to reserves,
 - b. Wingham Hall expenditures,
 - c. Blyth Hall expenditures.
3. The percentage used to calculate the annual fee shall be the ratio of the weighted assessment value of rateable properties within the Fire Area in Morris-Turnberry to the total weighted assessment value of all rateable properties within the North Huron Fire Department's total fire area, based on the most recent values available at the time of calculation.
4. North Huron shall calculate the ratio of weighted assessment value and the annual fee as described by this schedule and provide such figures to Morris-Turnberry before December 31st of each year.
5. Payments shall be made in four equal installments in advance of March 31, June 30, September 30 and December 31 of each year. North Huron shall invoice Morris-Turnberry for these amounts 30 days prior to the amounts being due.

Reconciliation

6. Concurrently with the calculation of the annual fee each year, North Huron shall reconcile the annual fee for the last year for which complete expenditure data is available with the annual fee for that year. Any variance between the actual costs incurred for a given year and the annual fee paid for that year shall be reconciled, and the resulting surplus or shortfall shall be included as an adjustment to the next annual fee.
7. Reconciliation shall commence with the 2026 calendar year and shall apply to each year thereafter during the term of this Agreement. No reconciliation shall be made for any year prior to 2026. Any reconciliation relating to a year during the term may be completed following the termination or expiry of this Agreement, and any resulting adjustment shall survive termination.

Wages:

8. In addition to the annual fee, Morris-Turnberry agrees to pay actual part time firefighter wages for each fire call responded to under this agreement.

Additional Costs under Section 3.5:

9. Further, Morris-Turnberry shall pay to North Huron all costs associated with goods and services acquired under Section 3.5.
10. The Township of North Huron agrees to make best efforts to invoice all fire call wages and services acquired under Section 3.5 within 30 days of the fire call.

Capital Contributions

11. Morris-Turnberry shall pay to North Huron an annual capital contribution, calculated using the Fire Budget prepared by North Huron for the year in which the services are being provided.
12. Morris-Turnberry's capital contribution shall be a percentage of the transfer to reserves for future capital purchases budgeted by North Huron for that year.
13. The percentage used to calculate the capital contribution shall be the same used to calculate the annual fee, as outlined above.
14. North Huron shall calculate capital contribution as described by this schedule and provide such figures to Morris-Turnberry before December 31st of each year.