

The Corporation of the City of Temiskaming Shores

By-law No. 2020-109

Being a by-law to enter into a Maintenance Agreement between the City of Temiskaming Shores and the Towns of Cobalt and Latchford, the Townships of Casey, Coleman, and Harley, and the Municipality of Temagami for the joint maintenance of a breathable air compressor

Whereas under Section 8 of the Municipal Act 2001, S.O. c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and the enhance the municipality's ability to respond to municipal issues; and

Whereas under Section 9 of the Municipal Act 2001, S.O. c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any Act; and

Whereas under Section 10 (1) of the Municipal Act 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public; and

Whereas at its Regular Meeting held on November 3, 2020, Council for The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. PPP-011-2020, and adopted a resolution authorizing staff to prepare the necessary by-law to enter into a maintenance agreement with the Towns of Cobalt and Latchford, the Townships of Casey, Harley, and Coleman and the Municipality of Temagami for the maintenance of a breathable air compressor, for consideration at the November 3, 2020 regular meeting; and

Whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement for the maintenance of a breathable air compressor.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That Council authorizes the entering into a maintenance agreement with the Towns of Cobalt and Latchford; the Townships of Casey, Harley, and Coleman; the Municipality of Temagami; for the joint maintenance of a breathable air compressor, a copy of which is attached hereto as Schedule "A" through Schedule "F" and forming part of this by-law;
2. That the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporate Seal thereto;

3. That By-law No. 2011-043 is hereby repealed, effective December 31, 2020.

4. That this By-law shall come into force and have effect on January 1, 2021.

Read a first, second and third time and finally passed this 3rd day of November, 2020.

Mayor – Carman Kidd

Clerk – Logan Belanger



Schedule “A” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Township of Casey

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Township of Casey
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party shall ensure that positive identification is attached to all air cylinders delivery by
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- it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.
- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Township of Casey
the presence of)	
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Municipal Seal)	_____
)	Reeve
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)	_____
)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	Mayor – Carman Kidd
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)	Clerk - Logan Belanger



Schedule “B” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Town of Cobalt

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Town of Cobalt
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party
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shall ensure that positive identification is attached to all air cylinders delivery by it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.

- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Town of Cobalt
the presence of)	
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Municipal Seal)	_____
)	Mayor
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)	_____
)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	Mayor – Carman Kidd
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)	Clerk - Logan Belanger



Schedule “C” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Township Coleman

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Township of Coleman
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party shall ensure that positive identification is attached to all air cylinders delivery by
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- it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.
- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Township of Coleman
the presence of)	
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Municipal Seal)	_____
)	Mayor
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)	_____
)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	_____
)	Mayor – Carman Kidd
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)	_____
)	Clerk - Logan Belanger



Schedule “D” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Township of Harley

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Township of Harley
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party
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shall ensure that positive identification is attached to all air cylinders delivery by it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.

- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Township of Harley
the presence of)	
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Municipal Seal)	_____
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)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	Mayor – Carman Kidd
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)	Clerk - Logan Belanger



Schedule “E” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Town of Latchford

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Town of Latchford
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party
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shall ensure that positive identification is attached to all air cylinders delivery by it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.

- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Town of Latchford
the presence of)	
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Municipal Seal)	_____
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)	_____
)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	Mayor – Carman Kidd
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)	Clerk - Logan Belanger



Schedule “F” to

By-law 2020-109

Agreement between

The Corporation of the City of Temiskaming Shores

And

The Corporation of the Municipality of Temagami

for the joint maintenance of a breathable air compressor

This agreement made this 1st day of January 2021.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called "the Owner")

and

The Corporation of the Municipality of Temagami
(hereinafter called "the Party")

Witnesseth that:

- 1.1 The parties to this Agreement are a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Breathable Air Compressor (the "Compressor"), which is located at either Station #1 or at Station #2, of the Temiskaming Shores Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire department or emergency teams.

Now therefore, the Parties do hereby agree as follows:

- 2.1 The Party hereto, who remains in good standing with respect to the annual maintenance fee, shall be entitled to have breathable air cylinders recharged by the Temiskaming Shores Fire Department.
 - 2.2 The Party hereto, shall pay to the Owner the sum of \$200.00 per year for the maintenance of the *Compressor*. Such funds shall be paid not later than January 31 of each year. These funds shall be set aside solely for use in the maintenance of the *Compressor*.
 - 2.3 The Owner shall be responsible for all required maintenance of the *Compressor* (in accordance with CSA Z180.1 Compressed Breathing Air Systems).
 - 2.4 The Owner shall recharge without further fee, all air cylinders delivered to it by another Party to this Agreement, which are used during emergency or training activities. The Party shall be responsible for the transportation of its air cylinders to and from the Temiskaming Shores Fire Department. The Party shall ensure that positive identification is attached to all air cylinders delivery by
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- it. Upon delivery, the cylinders shall be recharged and made available to the delivering party within 24 hours.
- 2.5 The Party hereto, do hereby release the Temiskaming Shores Fire Department and The Corporation of the City of Temiskaming Shores, their agents, employees and contractors of any and all liability pertaining to or in any way related directly or indirectly to the recharging of air cylinders or damage to air cylinders during the course of recharging.
- 2.6 This Agreement shall terminate on the 31st day of December 2026, unless renewed by each party municipality in writing.
- 2.7 The parties hereto, may terminate the Agreement by providing written notice by September 30th of each year, and the termination shall take effect on January 1st of the following year.
- 2.8 This Agreement shall be binding upon the parties hereto and their successors and assigns.

Remainder of Page left blank intentionally

In witness whereof the parties have executed this Agreement the day and year first above written.

Signed and Sealed in)	The Corporation of the Municipality of
The presence of)	Temagami
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Municipal Seal)	_____
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)	Clerk
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)	The Corporation of the City of
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Municipal Seal)	Mayor – Carman Kidd
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)	Clerk - Logan Belanger
