

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

**BY-LAW NO. 04-570**

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**Being a by-law to authorize the execution of an Agreement between Ontario Air Ambulance Base Hospital Program and The Corporation of the Municipality of Temagami in order to receive funding for the helipad in our region.**

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WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, 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 other act;

AND WHEREAS under section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS despite section 19, a municipality may, if one of the purposes for so acting is for its own purpose, exercise its powers under the "transportation systems, other than highways" sphere of jurisdiction in relation to airports in the municipality, in another municipality or in unorganized territory. 2001, c. 25, s. 70; 2002, s. 17, Sch. A, s. 13.

**NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:**

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. That future Agreements from Ontario Air Ambulance Base Hospital Program regarding the maintenance of the helipad in our region shall be authorized by resolution.
3. This bylaw shall come into force and take effect on the 24<sup>th</sup> day of June, 2004.

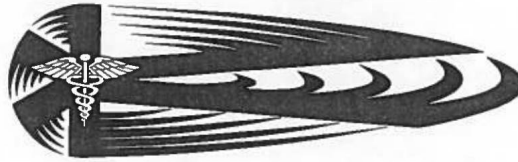
BE TAKEN AS READ A FIRST time on this 24<sup>th</sup> day of June, 2004.

READ A SECOND AND THIRD time and finally passed this 24<sup>th</sup> day of June, 2004.

  
MAYOR

  
CAO

Ontario Air Ambulance



Base Hospital Program

1120 Finch Avenue West, Suite 405 Toronto, ON M3J 3H7  
tel: 41 6.667.2200 fax: 41 6.667.2228

Monday May 17, 2004

Mr. Ken Boal  
Chief Administrative Officer  
The Corporation of the Municipality of Temagami  
P.O. Box 220  
Temagami, ON P0H 2H0

Dear Mr. Boal:

**Re: Maintenance and Repair of Helipad**

This letter sets out a maintenance and repair Agreement with the Corporation of the Municipality of Temagami (the "Owner/Operator"), the owner and/or operator of a helipad located in Snake Lake, Ontario (the "Helipad"). The terms of the Agreement are as follows:

1. The Owner/Operator will allow rotary wing air ambulance contractors and, where necessary, land ambulance services to use the Helipad and the Surrounding Area, and will ensure that the Helipad and the Surrounding Area are useable, on a twenty-four hours per day, seven days per week basis. In this Agreement, "Surrounding Area" means the area that is 200 feet in all directions outside of the perimeter of the Helipad.
2. The Owner/Operator will, at all times and as necessary, as well as at the request of Sunnybrook and Women's College Health Sciences Centre, through its division Ontario Air Ambulance Base Hospital Program or its delegates ("OAABHP"), maintain and repair the Helipad and the Surrounding Area in order to ensure that a safe, secure and effective landing site, accessible to air and land ambulance services, is provided. Without limiting the generality of the foregoing, the Owner/Operator will ensure that:
  - (a) the Helipad and the Surrounding Area are promptly cleared of all debris, vehicles, obstacles and unsecured objects that may in any way preclude or limit full access to or use of the Helipad and Surrounding Area, as contemplated by this Agreement;
  - (b) where the Helipad is not made of concrete, sod, course gravel or patio stones are used on the Helipad to reduce dust;
  - (c) sod, course gravel or patio stones are used on the Surrounding Area to reduce dust;



Sunnybrook and Women's College Health Sciences Centre



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- (d) all ice is promptly cleared and removed from the Helipad and the Surrounding Area, so that no unsafe accumulation occurs, and only urea is used to remove such ice;
  - (e) snow, and snow piles greater than ankle deep, are promptly cleared and removed from the Helipad and the Surrounding Area during and after a snowfall, so that no unsafe accumulation occurs;
  - (f) all necessary steps are taken to ensure that the Helipad complies with all mandatory or appropriate aviation standards and other legal requirements, whether set by Transport Canada, the rotary wing air ambulance contractor providing service to the area at a particular time, or otherwise;
  - (g) the Medical Air Transportation Communications Centre (MATC) and the air ambulance service (and, where appropriate, any land ambulance service) providing service to the area at a particular time are promptly notified when the Helipad is not available for the receipt and transport of patients, or if access to the Helipad is impeded in any way, or if a hazard exists, and the period of time for which it is expected that these conditions will continue. Despite Section 21, the manner of such notification will be such as to ensure the safe, secure and effective functioning of the Helipad and the air and land ambulance services provided; accordingly, notification may be given orally, as deemed appropriate in the circumstances; and
  - (f) no changes will be made with respect to the maintenance or repair of the Helipad and the Surrounding Area in accordance with this Agreement except with the prior written approval of OAABHP.
3. The Owner/Operator will permit the OAABHP, the Ministry of Health and Long-Term Care (the "Ministry") and the rotary wing air ambulance contractor providing service to the area at a particular time to inspect the Helipad and the Surrounding Area to ensure compliance by the Owner/Operator with this Agreement. The Owner/Operator will provide such persons with free and unimpeded access to the Helipad and the Surrounding Area so long as the exercise of their right of inspection is at a reasonable time and is consistent with the terms and purpose of this Agreement, having regard, however, to the emergency nature of the services provided under or in respect of this Agreement.
4. This Agreement will not come into force unless and until insurance coverage, appropriate for the Helipad and the Surrounding Area and for the ambulance services provided on such site, and approved by the Ministry, has been obtained and is in effect.
5. The Owner/Operator may subcontract any portion of its duties under this Agreement at any time or from time to time provided that no such subcontract will release the Owner/Operator of its obligations under this Agreement and the subcontract will not compromise the nature, scope and quality of services provided, and will not impair the rights accorded to OAABHP and the Ministry, under this Agreement. Any such subcontract must contain maintenance and repair obligations on the subcontractor that are

identical to the maintenance and repair obligations imposed on the Owner/Operator under this Agreement.

6. All personnel assisting the Owner/Operator in fulfilling its obligations under this Agreement shall be employees or subcontractors of the Owner/Operator and shall not, for any purpose, be deemed to be the employees of OAABHP or the Ministry.
7. Each year during the term of this Agreement and any extension of it, OAABHP will provide the Owner/Operator with a fee in the amount of \$3,500.00 (the "Fee") for the maintenance and repair of the Helipad and the Surrounding Area. OAABHP will pay the Fee to the Owner/Operator by cheque in one lump sum payment on or before July 31<sup>st</sup> of each year. The Owner/Operator will ensure that the Fee is expended for the sole purpose of maintaining and repairing the Helipad and the Surrounding Area.
8. The Owner/Operator will retain invoices, receipts and any other relevant financial documentation, for the purpose of providing details concerning the use of the Fee. The OAABHP will have the right to audit these financial records of the Owner/Operator, or to require the Owner/Operator to submit to OAABHP audited financial records, in order to determine whether the Fee has been used for the purposes set out in this Agreement. In addition, if and when requested by OAABHP, the Owner/Operator will provide OAABHP with documentation or information relating to any other matter pertaining to the implementation of this Agreement.
9. OAABHP will be entitled to disclose the reports, documentation and information described in Section 8 to the Director, Emergency Health Services Branch, Ministry of Health and Long-Term Care, or the Director's agents or delegates, without the consent of the Owner/Operator, where the Director requests such reports, documentation or information from OAABHP.
10. This Agreement will commence on April 1, 2004, or on the day on which appropriate insurance coverage has been obtained and is in effect, in accordance with Section 4, whichever day is the later, and will expire on March 31, 2005 unless the Agreement is terminated earlier pursuant to Section 11 or 12 or Sub-Section 18(b). This Agreement will be automatically extended at the end of the term for a period of one year and no more unless notice is given, by one party to the other, at least sixty days prior to the expiry of the term, that it does not wish to extend this Agreement. This Agreement will be further extended each year, for one year and no more, on the same terms as set out in this Section.
11. Either party may terminate this Agreement at any time, for any reason and without any cost, damages or penalty to the terminating party, upon giving at least sixty days' notice to the other party. Where a party gives such notice, this Agreement will terminate on the date set out in the notice, which date shall not be less than sixty days from the date on which notice is given.

12. Where the Owner/Operator fails to comply with any of its obligations under this Agreement, OAABHP may, but is not obligated to, issue a rectification notice to the Owner/Operator setting out the nature and scope of the matter to be rectified and the manner of and time frame for rectification. Within the time frame specified in the rectification notice or, where no such time period is specified, within twenty days of receipt of such rectification notice, the Owner/Operator will comply fully with the terms of the rectification notice, failing which OAABHP may immediately terminate this Agreement upon notice. Where OAABHP gives such notice, this Agreement will terminate on the date set out in the notice. This provision does not detract in any way from the right of termination under Section 11 or Sub-Section 18(b).
13. In the event the Agreement is terminated pursuant to Section 11 or 12 or Sub-Section 18(b) of this Agreement, the Owner/Operator will return to OAABHP a pro rata portion of the Fee based on the number of days that are outstanding until the expiry of the term divided by 365, and any property owned or otherwise belonging to OAABHP or the Ministry that was provided to the Owner/Operator for use during the term of and in accordance with this Agreement.
14. The Owner/Operator is not an agent, partner, officer, employee or servant of OAABHP or the Ministry. This Agreement does not constitute a joint venture between the Owner/Operator and either OAABHP or the Ministry, nor is the Owner/Operator in a partnership, association, syndication or organization or in any other form of united body with OAABHP or the Ministry. The Owner/Operator is not in any way authorized to make a promise, agreement or contract on behalf of OAABHP or the Ministry.
15. It is understood by the parties to this Agreement that OAABHP is acting as agent of the Ministry in respect of all matters that are the subject matter of this Agreement.
16. This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, express or implied, among the parties. There are no representations, warranties, conditions, other agreements or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement, or which induced any party to enter into this Agreement or in which reliance is placed by any party, except as specifically set forth in this Agreement.
17. Each party will do such acts and shall execute and deliver such further agreements and documents as are within its power and as the other party may in writing at any time and from time to time request, acting reasonably, in order to give full effect to the provisions of this Agreement.
18. (a) This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, administrators, agents and permitted assigns.

- (b) The Owner/Operator will not assign this Agreement or any or all of its rights or obligations under the Agreement without the prior written consent of OAABHP, which consent may be arbitrarily withheld. Any purported assignment done without such consent shall be of no force and effect and, in such circumstances, OAABHP may immediately terminate this Agreement upon notice. Where OAABHP gives such notice, this Agreement will terminate on the date set out in the notice.
  - (c) OAABHP may assign this Agreement or any or all of its rights or obligations under this Agreement without the consent of the Owner/Operator. The Owner/Operator will be bound by any such assignment.
19. This Agreement will be governed by, and interpreted and enforced in accordance with the laws of the Province of Ontario. Each party irrevocably submits to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
20. This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.
21. Subject to Sub-Section 2(g), any notice or other communication ("notice") that is required to be given or that may be given by either party to this Agreement to the other party will be in writing and given by personal delivery or by registered mail, courier or facsimile transmission. Any notice given by personal delivery will be conclusively deemed to have been given on the day of actual delivery of the notice; if given by registered mail, on the third day following the deposit of the notice in the mail; if by courier, on the second day after delivery of the notice to the courier; and if by facsimile transmission, on the same day if notice is sent prior to 4:00 P.M. and on the next following working day if sent after 4:00 P.M.

Current operational contacts for notices are as follows:

Mr. Ken Boal  
Chief Administrative Officer  
The Corporation of the Municipality of Temagami  
P.O. Box 220  
Temagami, ON P0H 2H0

Rob Nishman  
Manager, Air Ambulance Operations  
Emergency Health Services Branch,  
Ministry of Health and Long-Term Care  
5700 Yonge St., 6th Floor  
Toronto, ON M2M 4K5  
(416) 327-7904 or pager (416) 683-0912 Fax # (416) 327-1957

John Dalglish  
Manager, Medical Air Transport Centre  
99 Adesso Drive, 2nd Floor  
Concord, Ontario L4K 3C7  
(416) 326-6277, or pager (416) 589-6695, or MATC 24/7 line 1-800-387-4675  
Fax (416) 326-6272


Barbara Mason  
Director of Medical Operations  
Ontario Air Ambulance Base Hospital Program  
1120 Finch Avenue West, Suite 405  
Toronto, ON M3J 3H7  
(416)-667-2205 or pager (416)334-6116  
Fax: (416) 667-2228

Canadian Helicopters Limited.  
Mr. Jerry Beatty  
Director of Flight Operations  
Toronto City Centre Airport  
Hangar 4A  
Toronto, Ontario M5V 1A1  
Cellular (416) 805-1094  
[ibeatty@canadianhelicopters.com](mailto:ibeatty@canadianhelicopters.com)

Mr. Todd Tomecek  
Manager of Systems and Safety  
Toronto City Centre Airport  
Hangar 4A  
Toronto, Ontario M5V 1A1  
1-866-245-3671  
[ttomecek@canadianhelicopters.com](mailto:ttomecek@canadianhelicopters.com)


22. The Owner/Operator warrants that it has the legal authority to enter into and fully implement this Agreement.

We trust that this Agreement reflects the terms of our understanding. If so, please evidence your agreement with the foregoing by executing **two copies** of this Agreement in the space provided below and having your signature witnessed, and return a fully executed copy to Barbara Mason, Director of Medical Operations, OAABHP, on or before July 5, 2004.



Dr. Chris Mazza  
CEO

Ontario Air Ambulance Base Hospital Program, a division of Sunnybrook and Womens College Health Sciences Centre



Midfael Young  
Executive Vice President, Corporate  
Sunnybrook & Women's College Health Sciences Centre

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
Mr. Ken Boal  
Chief Administrative Officer  
The Corporation of the Municipality of Temagami

**WITNESS:**

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness