

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 04-581

Being a by-law to authorize the execution of an agreement for Joint Maintenance of Air Compressor between the City of Temiskaming Shores and the Towns of Cobalt and Latchford; the Townships of Armstrong, Harley James, Kerns and Coleman; the Municipality of Temagami; OCWA, Northern College and Union Gas.

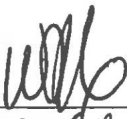
WHEREAS under Section 8 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

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.

BE TAKEN AS READ A FIRST time on this 14th day of October, 2004.

READ A SECOND AND THIRD time and finally passed this 14th day of October, 2004.



MAYOR *Acting*



CAO

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NO. 2004-111

BEING A BY-LAW TO authorize the execution of an agreement for the joint maintenance of the Air Compressor between the City of Temiskaming Shores and the Towns of Cobalt and Latchford; the Townships of Armstrong, Harley, James, Kerns, and Coleman; the Municipality of Temagami; OCWA, Northern College and Union Gas.

WHEREAS Section 8 of the Municipal Act 2001, c.25, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

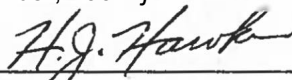
AND WHEREAS Section 9(1) of the Municipal Act 2001, c.25 interprets Section 8 as to enable a municipality to govern their affairs as they consider appropriate;


AND WHEREAS the Council of The Corporation of the City of Temiskaming Shores deems it expedient to enter into an agreement for the joint maintenance of the air compressor.

NOW THEREFORE the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the City of Temiskaming Shores agrees to inter into an agreement with the Towns of Cobalt and Latchford; the Townships of Armstrong, Harley, James, Kerns, and Coleman; the Municipality of Temagami; OCWA, Northern College and Union Gas for the joint maintenance of the air compressor.
2. That the said agreement identified as Schedule "A" is hereto attached and forms part of this by-law.
3. That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.

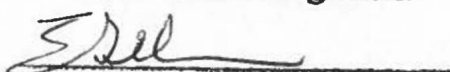
READ A FIRST AND SECOND TIME this 13th day of September, 2004. j

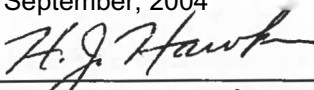


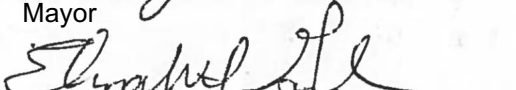
Mayor


Deputy Clerk

READ A THIRD TIME AND FINALLY PASSED this 13th day of September, 2004

Certified True Copy
City of Temiskaming Shores




Mayor


Deput/Clerk

Schedule "A" to By-law No.2004-111

This Agreement, made this 13th day of September , 2004.

BETWEEN: THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

and

THE CORPORATION OF THE TOWN OF LATCHFORD

and

THE CORPORATION OF THE TOWNSHIP OF COLEMAN

and

THE CORPORATION OF THE TOWN OF COBALT

and

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

and

THE CORPORATION OF THE TOWNSHIP OF HARLEY

and

THE CORPORATION OF THE TOWNSHIP OF KERNS

and

THE CORPORATION OF THE TOWNSHIP OF ARMSTRONG

and

THE CORPORATION OF THE TOWNSHIP OF JAMES

and

ONTARIO CLEAN WATER AGENCY

and

UNION GAS LIMITED

and

NORTHERN COLLEGE

WITNESSES THAT:

- 1.1 With the exception of the Ontario Clean Water Agency, Northern College and Union Gas Limited, each of the parties to this agreement is a municipal corporation.
- 1.2 The parties wish to provide for the joint maintenance of the Air Compressor #K14-350-1 E, Serial #81/245/6 (the "Compressor") which is located at the Haileybury Fire Department, and its use by the parties for the charging of air cylinders for the use of their respective fire departments or emergency teams.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

- 2.1 Each of the parties hereto shall be entitled to have breathable air cylinders recharged by the Haileybury Fire Department.
- 2.2 Each of the parties hereto shall pay to the Corporation of the City of Temiskaming Shores the sum of \$175.00 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, and should there be a surplus of funds at the end of any year, such funds shall be placed in reserve for use in future repairs or replacement of parts. No party shall be entitled to the return of any funds paid by it in any circumstances.
- 2.3 The Corporation of the City of Temiskaming Shores shall be responsible for all required maintenance of the Compressor including its filters and cascade system, and shall have air quality tests completed bi-annually by qualified technicians.
- 2.4 The Corporation of the City of Temiskaming Shores 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. Each party shall be responsible for the transportation of its air cylinders to and from the Haileybury Fire Department. Each party 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 parties hereto do hereby release the Haileybury 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, 2008 unless renewed by the parties in writing.

2.7 Any party hereto may terminate the contract by providing a thirty (30) day written notice.

2.8 This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF THEE PARTIES HERETO HAVE SET THEIR HANDS:

CORPORATION OF THE TOWN OF LATCHFORD

Mayor

Clerk

CORPORATION OF THE TOWNSHIP OF COLEMAN

Reeve

Clerk

CORPORATION OF THE TOWN OF COBALT

Mayor

Clerk

CORPORATION OF THE MUNICIPALITY OF TEMAGAMI



Mayor



Clerk

CORPORATION OF THE TOWNSHIP OF HARLEY

Reeve

Clerk

CORPORATION OF THE TOWNSHIP OF KERNS

Reeve

Clerk

CORPORATION OF THE TOWNSHIP OF ARMSTRONG

Reeve

Clerk

CORPORATION OF THE TOWNSHIP OF JAMES

Reeve

Clerk

ONTARIO CLEAN WATER AGENCY

UNION GAS LIMITED

NORTHERN COLLEGE

CORPORATION OF THE CITY OF TEMISKAMING SHORES



Mayor



Clerk