

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 14-1175

**Being a by-law to authorize the execution of Maintenance and Repair Agreements with
Ornge for the Helipads at Snake Lake and at the Marten River Fire Hall.**

WHEREAS under Section 10(2) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality may pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS under Section 9 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 the Council of the Corporation of the Municipality of Temagami passed By-law 12-1084 on the 20th day of September 2012 to enter into agreements with Ornge, provider of air ambulance services, for the maintenance and repair of the helipads at Snake Lake and at the Marten River Fire Hall for the period ending March 31st 2014; and now deems it desirable to renew those agreements for the period of April 1st 2014 to March 31st 2017;

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

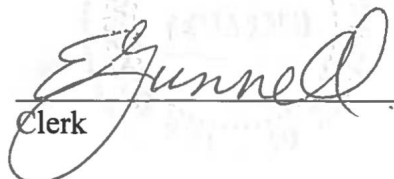
1. That the Mayor and Clerk are hereby authorized and directed to execute the agreements attached hereto as Schedule "A" and Schedule "B" and forming part of this by-law.
2. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
3. That this bylaw shall come into force and take effect upon the final passing thereof.

TAKEN AS READ A FIRST time on this 20th day of February 2014;

READ A SECOND AND THIRD time and finally passed this 20th day of February 2014.



Mayor



Clerk

1175

January 31, 2014

Elaine Gunnell
Clerk
Municipality of Temagami
7 Lakeshore Drive
P.O. Box 220
Temagami, Ontario
POH 2H0

Dear Ms. Gunnell:

Re. Helipad Maintenance Funding Agreement -- St. Clair Lxke, lAcA I paJt

This letter agreement (the “**Agreement**”) sets out the terms and conditions of maintenance and repair of Helipads (as defined herein) agreed upon between the Municipality of Temagami (the “**Owner/Operator**”), who is the legal owner and/or operator of a helipad located in Temagami (the “**Helipad**”) and Ornge, with a place of business at 5310 Explorer Drive, Mississauga, Ontario L4W 5H8, Canada (“**Ornge**”).

Now therefore, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ornge and the Owner/Operator agree 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 100 feet or more radius from the centre of the Helipad, as well as an area ten feet wide and running the full length of the lead-in cones/lights if the pad is so equipped. In exceptional circumstances where this is not practical, a minimum radius reduced to as little as 55 feet in some quadrants may be permissible at the discretion of the Ornge Helipad Inspection Program.
2. The Owner/Operator will, at all times and as necessary, 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) the Helipad is made of either concrete, sod, coarse gravel or patio stones.
 - (c) concrete, sod, or coarse gravel are used on the Surrounding Area to reduce dust;

- (d) all ice is promptly cleared and removed from the Helipad and the Surrounding Area, so that no accumulation of ice occurs, and only urea is used to remove such ice;
 - (e) snow, and snow piles greater than two inches deep, are promptly cleared and removed from the Helipad and the Surrounding Area during and after a snowfall, so that no 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) it will promptly notify the Ornge Communications Centre (“OCC”) at 1-800-387-4672 and where appropriate, any land ambulance service providing service to the area 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, the period of time for which it is expected that these conditions will continue. Notwithstanding Section 22 of this agreement, 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 by telephoning the OCC and speaking directly to an Operations Manager, as deemed appropriate in the circumstances; and
 - (h) no changes, other than general maintenance such as grass cutting, tree trimming and snow removal with respect to the repair of the Helipad and the Surrounding Area in accordance with this agreement except with the prior written approval of Ornge. Any noticed deficiencies should be identified to Ornge and repaired on a priority basis.
3. The Owner/Operator will permit Ornge, the Ministry of Health and Long-Term Care (the “**Ministry**”) 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. The Owner/Operator hereby undertakes that such insurance coverage shall remain in effect for the life of this agreement.

5. The Owner/Operator may subcontract any portion of its duties under this Agreement 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 Ornge 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 Ornge or the Ministry.
7. Ornge will provide the Owner/Operator with a fee for the maintenance and repair of the Helipad and the Surrounding Area (the “**Fee**”). 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. This Agreement will commence on the date that it is fully executed by the parties, 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 (the “**Commencement Date**”), and will expire on March 31st, 2017, (the period of time from the Commencement Date to March 31st, 2017 is referred to herein as the “**Term**”), unless the Agreement is terminated earlier pursuant to Section 12 or 13 or Sub-Section 19(a).
9. The Fee will be based on the rate of up to \$3,500.00 per Fiscal Year. For the purposes of this Agreement “Fiscal Year” means April 1st to March 31st of the following year. Where the parties enter into this Agreement after April 1st of a Fiscal Year, the Fee will be prorated based on the number of days that are outstanding from the Commencement Date until the expiry of the Term divided by 365. Ornge will pay the Fee to the Owner/Operator by cheque in one lump sum payment within 90 days of the commencement of the Term.
10. The Owner/Operator will retain invoices, receipts and any other relevant financial documentation, for the purpose of providing details of expenses related to the use of the Fee. Ornge will have the right to audit these financial records of the Owner/Operator, or to require the Owner/Operator to submit to Ornge 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 Ornge, the Owner/Operator will provide Ornge with documentation or information relating to any other matter pertaining to the implementation of this Agreement.
11. Ornge will be entitled to disclose the reports, documentation and information described in Section 10 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 Ornge.

12. 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 (60) 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 (60) days from the date on which notice is given.
13. Where the Owner/Operator fails to comply with any of its obligations under this Agreement, Ornge 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 Ornge may immediately terminate this Agreement upon notice. Where Ornge 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 12 or Sub-Section 19(a).
14. In the event the Agreement is terminated pursuant to Section 12 or 13 or Sub-Section 19(a) of this Agreement, the Owner/Operator will return to Ornge a prorated portion of the Fee based on the number of days that are outstanding from the date of termination to the expiry of the Term divided by the number of days in the Term, and any property owned or otherwise belonging to Ornge or the Ministry that was provided to the Owner/Operator for use during the Term of and in accordance with this Agreement.
15. The Owner/Operator is not an agent, partner, officer, employee or servant of Ornge or the Ministry. This Agreement does not constitute a joint venture between the Owner/Operator and either Ornge or the Ministry, nor is the Owner/Operator in a partnership, association, syndication or organization or in any other form of united body with Ornge or the Ministry. The Owner/Operator is not in any way authorized to make a promise, agreement or contract on behalf of Ornge or the Ministry.
16. It is understood by the parties to this Agreement that Ornge is acting as agent of the Ministry in respect of all matters that are the subject matter of this Agreement.
17. 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.
18. 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.

19. This Agreement will ensure to the benefit of and be binding upon the parties and their respective successors, administrators, agents and permitted assigns.

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 Ornge, which consent may be arbitrarily withheld. Any purported assignment done without such consent shall be of no force and effect and, in such circumstance; Ornge may immediately terminate this Agreement upon notice. Where Ornge gives such notice, this Agreement will terminate on the date set out in the notice.

Ornge 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.

20. 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.
21. This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.
22. Subject to Sub-Section 2(g), any notice or other communication 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 to the addresses listed below. 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 following working day if sent after 4:00 P.M.

For all **operational and non-legal** matters/notices to Ornge:

Ornge

5310 Explorer Drive

Mississauga, Ontario L4W 5H8

Attention: Allison Couch, Aerodrome Conformance Specialist

For all **legal** matters/notices to Ornge:

Ornge

5310 Explorer Drive

Mississauga, ON L4W 5H8

Phone: (647) 428-2005

Fax: (647) 428-2006

Attention: Legal Department

23. The Owner/Operator warrants that it has the legal authority to enter into and fully implement this Agreement.
24. This Agreement is being issued by Ornge, however, the benefit of this Agreement may, on notice, be assigned to another Ornge related entity. In any such event all references to Ornge herein shall be read exclusively as references to such other Ornge related entity.
25. Concerns regarding Ornge's business practices or ethical conduct may be forwarded to <https://ornge.grantthorntoncare.ca>.

We trust that this Agreement reflects the terms of our understanding. If so, please evidence your agreement with the foregoing by having an authorized signatory execute **two copies** of this Agreement in the space provided below and having the signature witnessed, before returning both of them to the following address:

Ornge
5310 Explorer Drive
Mississauga, Ontario
L4W 5H8

Attention: Allison Couch, Aerodrome Conformance Specialist

A fully executed copy will be forwarded to you upon completion.

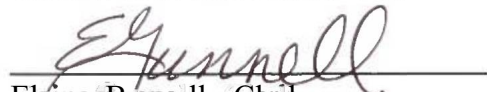
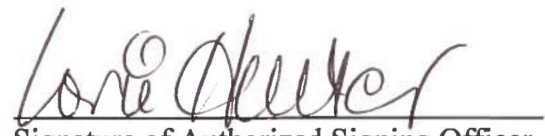
Yours truly,



Robert Giguere - Chief Operating Officer
Ornge


Date: 28-2-14

ACCEPTED AND AGREED TO:


Elsunne Bunnell - Clerk
Municipality of Temagami
Signature of Authorized Signing Officer
Lorie Hunter - Mayor
Date: Feb. 21, 2014

WITNESS:

Patrick Cormier - CAO
Name of Witness


Signature of Witness

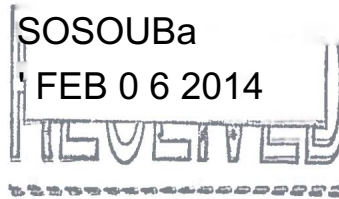
Date: Feb. 21, 2014

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February 3, 2014

Elaine Gunnell
Clerk.
Municipality of Temagami
7 Lakeshore Drive
P.O. Box 220
Temagami, Ontario
POH 2H0



File Incoming DOther

Mayor ☐

Council ☐ I

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CAO D

Building ☐

Finance OS DC

EcDev OS DC

Parks & Rec OS DC

Planning OS DC

Public Wks DS DC

PPPD

Social Services D

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Dear Ms. Gunnell:

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Marten Riitor He b pad

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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. The Owner/Operator hereby undertakes that such insurance coverage shall remain in effect for the life of this agreement.

5. The Owner/Operator may subcontract any portion of its duties under this Agreement 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 Ornge 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 Ornge or the Ministry.
7. Ornge will provide the Owner/Operator with a fee for the maintenance and repair of the Helipad and the Surrounding Area (the “**Fee**”). 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. This Agreement will commence on the date that it is fully executed by the parties, 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 (the “**Commencement Date**”), and will expire on March 31st, 2017, (the period of time from the Commencement Date to March 31st, 2017 is referred to herein as the “**Term**”), unless the Agreement is terminated earlier pursuant to Section 12 or 13 or Sub-Section 19(a).
9. The Fee will be based on the rate of up to \$3,500.00 per Fiscal Year. For the purposes of this Agreement “Fiscal Year” means April 1st to March 31st of the following year. Where the parties enter into this Agreement after April 1st of a Fiscal Year, the Fee will be prorated based on the number of days that are outstanding from the Commencement Date until the expiry of the Term divided by 365. Ornge will pay the Fee to the Owner/Operator by cheque in one lump sum payment within 90 days of the commencement of the Term.
10. The Owner/Operator will retain invoices, receipts and any other relevant financial documentation, for the purpose of providing details of expenses related to the use of the Fee. Ornge will have the right to audit these financial records of the Owner/Operator, or to require the Owner/Operator to submit to Ornge 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 Ornge, the Owner/Operator will provide Ornge with documentation or information relating to any other matter pertaining to the implementation of this Agreement.
11. Ornge will be entitled to disclose the reports, documentation and information described in Section 10 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 Ornge.

12. 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 (60) 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 (60) days from the date on which notice is given.
13. Where the Owner/Operator fails to comply with any of its obligations under this Agreement, Ornge 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 Ornge may immediately terminate this Agreement upon notice. Where Ornge 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 12 or Sub-Section 19(a).
14. In the event the Agreement is terminated pursuant to Section 12 or 13 or Sub-Section 19(a) of this Agreement, the Owner/Operator will return to Ornge a prorated portion of the Fee based on the number of days that are outstanding from the date of termination to the expiry of the Term divided by the number of days in the Term, and any property owned or otherwise belonging to Ornge or the Ministry that was provided to the Owner/Operator for use during the Term of and in accordance with this Agreement.
15. The Owner/Operator is not an agent, partner, officer, employee or servant of Ornge or the Ministry. This Agreement does not constitute a joint venture between the Owner/Operator and either Ornge or the Ministry, nor is the Owner/Operator in a partnership, association, syndication or organization or in any other form of united body with Ornge or the Ministry. The Owner/Operator is not in any way authorized to make a promise, agreement or contract on behalf of Ornge or the Ministry.
16. It is understood by the parties to this Agreement that Ornge is acting as agent of the Ministry in respect of all matters that are the subject matter of this Agreement.
17. 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.
18. 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.

19. This Agreement will ensure to the benefit of and be binding upon the parties and their respective successors, administrators, agents and permitted assigns.

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 Ornge, which consent may be arbitrarily withheld. Any purported assignment done without such consent shall be of no force and effect and, in such circumstance; Ornge may immediately terminate this Agreement upon notice. Where Ornge gives such notice, this Agreement will terminate on the date set out in the notice.

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20. 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.
21. This Agreement may be amended, modified or supplemented only by a written agreement signed by each party.
22. Subject to Sub-Section 2(g), any notice or other communication 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 to the addresses listed below. 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 following working day if sent after 4:00 P.M.

For all **operational and non-legal** matters/notices to Ornge:

Ornge

5310 Explorer Drive

Mississauga, Ontario L4W 5H8

Attention: Allison Couch, Aerodrome Conformance Specialist

For all **legal** matters/notices to Ornge:

Ornge

5310 Explorer Drive

Mississauga, ON L4W 5H8

Phone: (647) 428-2005

Fax: (647) 428-2006

Attention: Legal Department

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We trust that this Agreement reflects the terms of our understanding. If so, please evidence your agreement with the foregoing by having an authorized signatory execute **two copies** of this Agreement in the space provided below and having the signature witnessed, before returning both of them to the following address:

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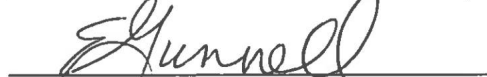
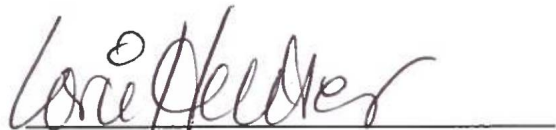
Yours truly,



Robert Giguere - Chief Operating Officer
Ornge

Date: 28 '21

ACCEPTED AND AGREED TO:


Elaine Gunnell – Clerk
Municipality of Temagami
Signature of Authorized Signing Officer
Lorie Hunter - Mayor
Date: Feb. 21, 2014

WITNESS:

Patrick Cormier - CAO
Name of Witness


Signature of Witness

21, 2014 Date: Feb