

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 21-1540

Being a by-law to enter into a Maintenance Agreement between the Municipality of Temagami and the City of Temiskaming Shores for the joint maintenance of a breathable air compressor

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, 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 to enhance the municipality's ability to respond to municipal issues; and

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 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 the Municipal Act, 2001, Section 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

WHEREAS at its Regular Meeting held on January 21, 2021, Council for The Corporation of the Municipality of Temagami acknowledged receipt of the Administration Report Memo No. 2021-M-004, and adopted a resolution authorizing staff to prepare the necessary by-law to enter a maintenance agreement with the City of Temiskaming Shores for the maintenance of a breathable air compressor, for consideration at the January 21, 2020 regular meeting; and

WHEREAS the Council of the Corporation of the Municipality of Temagami deems it necessary to enter into an agreement for the maintenance of a breathable air compressor.

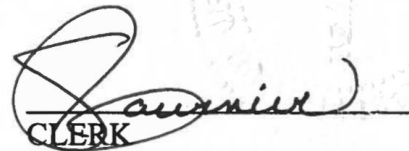
NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows as a by-law;

1. That Council authorizes the entering into a maintenance agreement with the City of Temiskaming Shores; for the joint maintenance of a breathable air compressor, as attached hereto as Schedule A, is hereby adopted.
2. That the Mayor and Clerk are hereby authorized to sign the Agreement on behalf of the Corporation of the Municipality of Temagami.

3. That By-Law No. 2011 -999 is hereby repealed, effective January 21, 2021

TAKEN AS READ A FIRST, SECOND AND THIRD time and finally passed this 21st day of January, 2020.


MAYOR


CLERK

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 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.

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City of Temiskaming Shores
Air Compressor Agreement

Schedule "F" to
By-law 2020-109

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

Signed and Sealed in
The presence of

Municipal Seal



Municipal Seal

**The Corporation of the Municipality of
Temagami**

x- DocuSigned by:

Dan O'Mara

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Mayor

DocuSigned by:

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**The Corporation of the City of
Temiskaming Shores**

[Signature]

Mayor – Carman Kidd

[Signature]

Clerk - Logan Belanger