

**THE CORPORATION OF THE TOWN OF LATCHFORD**

**BY-LAW NO. 2020-027**

**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, Casey,Harley,Kerns, Hudson and Coleman and the Municipality of Temagami.

**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 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** under Section 20 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**AND WHEREAS** the Council of The Corporation of the Town of Latchford deems it expedient to enter into an agreement for the joint maintenance of a breathing air compressor.

**NOW THEREFORE** the Council of The Corporation of the Town of Latchford enacts as follows:

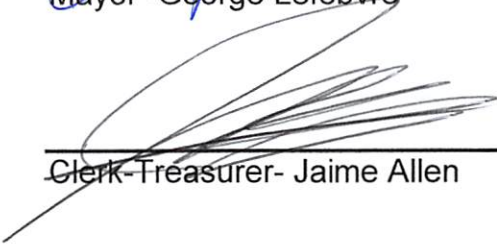
1. That the Town of Latchford agrees to enter into an agreement with the City of Temiskaming Shores, the Town of Cobalt, the Townships of Armstrong, Casey, Harley, Kerns, Hudson and Coleman and the Municipality of Temagami for the joint maintenance of the air compressor.
2. That the said agreement identified 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, SECOND and THIRD TIME and FINALLY PASSED this 19 day of November 2020**



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Mayor -George Lefebvre



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Clerk-Treasurer- Jaime Allen

**Schedule “A” to**

**By-law No. 2020-027**

This agreement made this 1<sup>st</sup> 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 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 31<sup>st</sup> 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 30<sup>th</sup> of each year, and the termination shall take effect on January 1<sup>st</sup> 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.

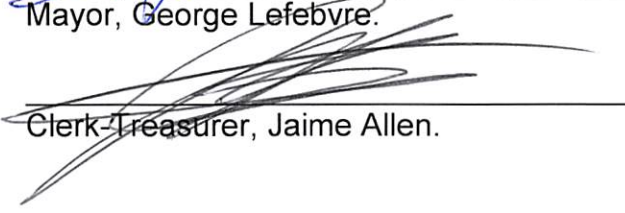
Signed and Sealed in )  
the presence of )

Municipal Seal )

**The Corporation of the Town of Latchford**



\_\_\_\_\_  
Mayor, George Lefebvre.



\_\_\_\_\_  
Clerk-Treasurer, Jaime Allen.

Municipal Seal )

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

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk - Logan Belanger