THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2026 - 39

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A LIVE FIRE TRAINING UNIT AGREEMENT BETWEEN THE CORPORATIONS OF THE TOWNSHIPS OF ARMOUR, McMURRICH/MONTEITH, PERRY AND RYERSON, THE TOWN OF KEARNEY, THE VILLAGE OF BURK'S FALLS AND THE MUNICIPALITY OF MAGNETAWAN

WHEREAS Section 9 of the *Municipal Act, 2001, SO 2001, c.25, as amended*, provides that municipalities have the capacity, rights, powers, and privileges of a natural person for the purpose of exercising their authority under the Municipal Act, as amended, or any other Act;

WHEREAS Section 20(1) of the *Municipal Act, 2001, SO 2001, c.25, as amended,* outlines 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 the parties to this agreement have jointly constructed a Live Fire Training Unit for their mutual benefit on lands located in the Township of Perry to be shared amongst the parties and their Fire Departments for training purposes;

AND WHEREAS Council deems it desirous to enter into a Live Fire Training Unit Agreement between the Corporations of the Township of Perry, Township of Ryerson, Township of Armour, Village of Burk's Falls, Municipality of Magnetawan, Township of McMurrich/Monteith, Town of Kearney and Township of Perry to provide the framework for the use of, maintenance of and financial responsibility of the Live Fire Training Unit;

NOW THEREFORE BE IT ENACATED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN AS FOLLOWS:

1. **THAT** the Mayor and Clerk or their designates are hereby authorized to execute on behalf of the Municipality a Live Fire Training Unit Agreement substantially in the form attached hereto Appendix 'A'.

2. **THAT** Appendix 'A' as attached, shall for part of this By-law.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 9th day of September, 2026.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

Mayor

Kerstin Vroom

CAO/Clerk

COPY

Appendix 'A'

LIVE FIRE TRAINING UNIT AGREEMENT

DATED this 21st day of October, 2026

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF PERRY

(hereinafter called the "Township of Perry")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF KEARNEY

(hereinafter called the "Town of Kearney")

OF THE SECOND PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

(hereinafter called the "Municipality of Magnetawan")

OF THE THIRD PART

- and -

THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH

(hereinafter called the "Township of McMurrich/Monteith")

OF THE FOURTH PART

- and -

THE CORPORATION OF THE TOWNSHIP OF RYERSON

(hereinafter called the "Township of Ryerson")

OF THE FIFTH PART

- and -

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS

(hereinafter called the "Village of Burk's Falls")

OF THE SIXTH PART

- and -

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

(hereinafter called the "Township of Armour")

OF THE SEVENTH PART

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties have jointly constructed a Live Fire Training Unit (hereinafter referred to as the "Training Unit") for their mutual benefit, which is located in the Township of Perry at the Township of Perry Fire Hall, 64 Old Government Road, Emsdale, Ontario (hereinafter referred to as the "Site");

AND WHEREAS the use of the Training Unit shall be shared amongst the Parties and their Fire Departments, and the Parties shall share in the costs associated with the Training Unit;

AND WHEREAS pursuant to section 20 of the *Municipal Act, 2001* the Parties hereto are authorized to enter into this Agreement which is for their joint benefit;

NOW THEREFORE in consideration of the mutual convents and representations contained in this Agreement the Parties hereto agree as follows:

1. PURPOSE AND SCOPE

The purpose of this Agreement is to provide the framework for the use of, maintenance of and financial responsibility for the Training Unit. The Parties shall work together in collaboration with each other to support an effective and efficient partnership with regards to all matters related to the Training Unit.

2. FIRE DEPARTMENTS

The Fire Departments of the Parties are as follows:

a. The Township of Perry Fire Department for the Township of Perry;

b. The Town of Kearney Fire Department for the Town of Kearney;

c. The Municipality of Magnetawan Fire Department for the Municipality of Magnetawan;

d. The Township of McMurrich/Monteith Fire Department for the Township of McMurrich/Monteith; and

e. The Burk's Falls and District Fire Department for the Township of Ryerson, the Village of Burk's Falls, and the Township of Armour.

3. TERM

This Agreement shall commence on the date that it is signed by all the Parties and shall continue in full force and effect for a term of twenty (20) years (the "Initial Term"), unless terminated earlier in accordance with this Agreement. The Parties may renew this Agreement for further additional terms of ten (10) years by mutual written agreement of the Parties. If the Parties do not consent in writing to a renewal of this Agreement, then the Agreement will expire at the end of the Initial Term or any renewal terms.

4. OWNERSHIP AND COST OF CONSTRUCTION OF TRAINING UNIT

a. The Parties acknowledge that the Training Unit was jointly purchased by the Parties and it is owned by the Parties jointly, although the Site on which it is placed is land owned by the Township of Perry.

b. It is further acknowledged by the Parties that the total cost to construct the Training Unit was $179,842.10 and this cost was allocated between them as follows:

i.	The Township of Perry	$35,968.42
ii.	The Town of Kearney	$35,968.42
iii.	The Municipality of Magnetawan	$35,968.42
iv.	The Township of McMurrich/Monteith	$35,968.42
v.	The Township of Ryerson, The Village of Burk's Falls and the Township of Armour	$35,968.42

5. USE OF TRAINING UNIT

a. Each Fire Department will have equal annual use of the Training Unit, based on a schedule to be created and approved by all the Parties, by November 30th of the preceding calendar year.

b. The Training Unit's Operating Guidelines and Procedures, titled OP 0021 Live Fire Training Unit, must be followed at all times when used by any of the Fire Departments.

c. During each Fire Department's use of the Training Unit, the applicable Fire Chief shall have responsibility for proper supervision of all personnel using the Training Unit.

d. All Parties are responsible for keeping the Training Unit in good repair and working order and in a condition fit and safe for its intended purpose. Parties and their Fire Departments shall comply with all applicable laws and regulations during their use of the Training Unit.

6. MAINTENANCE AND FINANCIAL RESPONSIBILITY

a. Subject to the terms herein, the Township of Perry has primary responsibility for administration of the Training Unit, including to arrange for maintenance work and repairs.

b. Any issues or concerns with respect to the maintenance or repair of the Training Unit noted during the use of the Training Unit by any Party or its Fire Department shall be promptly brought to the attention of the Township of Perry and any necessary maintenance or repair shall be completed in accordance herewith.

c. Prior to any maintenance or repair costs being incurred, or any building alterations being completed, other than routine maintenance, the consent of a majority of all the Parties, in writing, must be obtained.

d. Notwithstanding the foregoing, if there exists, in the opinion of the Township of Perry, an emergency situation which requires immediate attention to avoid damage to the Site, the Training Unit and/or which is a risk to any person's health and safety, maintenance and repair work may be done immediately by the Township of Perry, but notice shall be provided to all other Parties at the earliest possible time and the costs to address such emergency situation shall be shared by the Parties as set out in the following paragraphs.

e. All maintenance and/or repair costs, including the costs of building alterations, shall be shared by the Parties and split into five equal shares, based on the Fire Departments, which are allocated as follows:

i.	Township of Perry	One share
ii.	Town of Kearney	One share
iii.	Municipality of Magnetawan	One share
iv.	Township of McMurrich/Monteith	One share
v.	Township of Ryerson, Village of Burk's Falls, and Township of Armour	One share

f. Notwithstanding the foregoing, if maintenance and/or repairs are required due to the negligence of any one Party or their Fire Department, that Party shall bear the sole total cost of the maintenance and/or repairs. The member municipalities of the Burk's Falls and District Fire Department shall be treated as one party for the purposes of this subsection.

g. Each Fire Department shall establish a maintenance and repair reserve in their budgets, beginning in 2026, in the annual amount of $1,500.00. At the end of each year, the Township of Perry shall send an invoice to each of the Fire Departments for each Party's share of the costs of all maintenance and/or repair completed further to this Agreement in the year. Each Fire Department shall remit payment to the Township of Perry within thirty (30) days. For clarity, the share of the costs for the Township of Ryerson, Village of Burk's Falls, and Township of Armour, who are collectively responsible for one share of the costs, will be invoiced to the Burk's Falls and District Fire Department.

7. DECISIONS REQUIRING AGREEMENT

The following procedure shall be followed for any decisions which need to be made by the Parties under this Agreement, or for any matters which require the agreement of the Parties, or the majority of the Parties, in accordance with the terms of this Agreement:

a. Any Party proposing a specific action in accordance with this Agreement (a "Proposal") shall circulate written notice of the proposed action to the Clerk of each Party. For context, it is anticipated that most Proposals will be circulated by the Township of Perry and be related to proposed maintenance and/or repairs, but the Parties acknowledge that other matters may require a Proposal.

b. Each Party shall then vote on a Proposal and circulate their vote, in writing, to all other Parties, to be delivered to the Clerk of each Party, within thirty (30) days of the date the Proposal was circulated.

c. If a Party does not circulate its vote within such thirty (30) day time period then that Party will be deemed to vote in favour of the Proposal.

For clarity, the above procedure does not apply to decisions regarding the termination of this Agreement, the renewal of the term of this Agreement, the relocation of the Training Unit, or changes to any of the clauses of this Agreement or Schedule "A" attached hereto, with any such matters requiring the express written agreement of each of the Parties.

8. INSURANCE

Each Party shall maintain a general liability insurance policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than $5,000,000.00. The policy shall be endorsed to include every other Party to the Agreement as an additional insured with respect to the insuring Party's use of the Training Unit as per the Agreement. Each policy shall further be endorsed to include cross-liability, contractual liability and personal injury. Each Party shall provide a copy of their certificate of insurance to all the other Parties, or any of them, upon request.

9. INDEMNIFICATION

a. Each Party agrees to defend, indemnify and save harmless each of the other Parties, along with their respective councillors, officers, employees and agents, from and against any and all liability, action, claim, loss, damage, payment, cost, fine, recovery or expense, including assessable legal fees, of every kind whatsoever, including but not limited those arising from bodily injury, sickness, disease or death or damage to or destruction of tangible property, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or wilful misconduct of the Indemnifying Party, its Fire Department, councillors, officers, employees, and agents, or any of them, in connection with or any way related to the delivery or performance of this Agreement or the exercise of any rights granted by this Agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, recovery or expense, including assessment legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by the Indemnified Parties. This indemnity shall be in addition to and not in lieu of any insurance to be provided by a Party in accordance with this Agreement and shall survive this Agreement.

b. Each Indemnifying Party further agrees to defend, indemnify and save harmless the Indemnified Parties from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Indemnifying Party's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Parties in accordance with this Agreement and shall survive this Agreement.

10. WITHDRAWAL OF PARTY FROM AGREEMENT

a. For the purposes of this section, the term Party refers to any of the following:

i. The Township of Perry;
ii. The Town of Kearney;
iii. The Municipality of Magnetawan;

iv. The Township of McMurrich/Monteith; and/or
v. The Township of Ryerson, the Village of Burk's Falls, and the Township of Armour jointly;

with the term "Parties" referring to all of these collectively, as the context so requires.

b. No Party shall be permitted to withdraw from this Agreement during the first (5) years of the Agreement's term. Starting in the sixth (6th) year of this Agreement, any Party wishing to withdraw from this Agreement may do so on at least six (6) month's written notice to the other Parties, with the written notice being required by no later than June 30th of any given year, The withdrawal of a Party in accordance with this clause shall not take effect until January 1st of the year following the year in which notice is given.

c. A withdrawing Party shall be entitled to compensation upon their withdrawal based on their proportionate 1/5th share of the current value of the Training Unit in the year in which their withdrawal is effective, as set out in Schedule "A" attached hereto.

d. Compensation paid to a withdrawing Party shall be paid proportionately by all other remaining Parties. The Parties acknowledge that a withdrawing Party may not be paid their compensation until such payment has been allocated in the municipal budgets for the following year by the remaining Parties.

e. The values in Schedule "A" attached hereto may be revised from time to time if justified based on renovations and repairs completed to the Training Unit, and providing that all Parties consent in writing to such revision.

11. REMOVAL/REMEDIATION OF TRAINING UNIT AND SITE

a. For the purposes of this section, the term Party refers to any of the following:

i. The Township of Perry;
ii. The Town of Kearney;
iii. The Municipality of Magnetawan;
iv. The Township of McMurrich/Monteith; and/or
v. The Township of Ryerson, the Village of Burk's Falls, and the Township of Armour jointly but not severally;

with the term "Parties" referring to all of these collectively, as the context so requires.

b. At the end of the Initial Term of this Agreement or any renewal term, or should all Parties (or remaining Parties) agree in writing to terminate this Agreement earlier than the end of the term, the costs associated with the Training Unit's removal and/or costs associated with the remediation of the Site shall be shared equally amongst the Parties, or such Parties as are then remaining. This paragraph shall survive the termination of this Agreement.

c. Prior to the end of the term of this Agreement, should the Parties agree to move the Training Unit to a new location, which shall require unanimous consent of all seven of the Parties (despite the definition of "Parties" in subsection 11(a) above), then the cost of such removal from the Site and the relocation, including, but not limited to, costs to remediate the Site and to create a new pad for the Training Unit at the new location, shall be shared equally between the Parties (as the term "Parties" is defined in subsection 11(a) above).

12. ASSESSMENT OF TRAINING UNIT

In the second last year of the Initial Term, or any renewal term, the Parties shall agree on a process for and shall undertake an assessment of the Training Unit to evaluate the condition, functionality, and state of repair of the Training Unit and to determine whether the Training Unit requires repair or replacement, along with any associated estimated costs, or whether it has reached the end of its useful life. Said assessment shall be administrated by the Township of Perry, with any costs associated with same being payable by the Parties in equal shares in

accordance with the terms of this Agreement. The results of the assessment shall be shared with all of the Parties and shall be used to inform negotiations and each Party's decision-making as to the possible renewal of the term of this Agreement. For greater certainty, nothing in this clause shall be construed to obligate any Party to agree to renew the term of this Agreement.

13. DISPUTE RESOLUTION

If, during the term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved by voluntary mediation then same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act* and the decision rendered in respect of such proceedings shall be final and binding on the Parties. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then the Parties hereto shall agree to the selection of a single arbitrator and, in the absence of agreement, such arbitrator shall be appointed by a Judge of the Superior Court of Justice and the arbitration shall be carried out pursuant to the *Arbitration Act* and the decision rendered in respect of such proceedings shall be final and binding on the Parties.

14. NO ASSIGNMENT

No party may assign this Agreement or any of its rights or obligations under this Agreement, whether voluntarily, by operation of law, or otherwise, without the prior written consent of all of the Parties. No new parties may be admitted into this Agreement without the prior written consent of all of the Parties.

15. GENERAL

a. Upon the execution of this Agreement, any existing agreement or memorandum of understanding between the Parties or their Fire Departments regarding the Training Unit, and specifically including the Memorandum of Understanding between "the Township of Ryerson, the Town of Kearney, the Municipality of Magnetawan, the Township of McMurrich/Monteith, and the Township of Perry" dated March 25, 2025, shall forthwith become null and void.

b. This Agreement and the attached Schedule constitute the entire Agreement between the Parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement.

c. This Agreement may be amended at any time by the mutual consent of the Parties in writing.

d. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

e. This Agreement shall be interpreted, performed and enforced in accordance with the laws of the Province of Ontario.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

[THE REST OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

THIS AGREEMENT has been executed by the Parties hereto by their duly authorized representatives on the dates noted below:

By The Corporation of the Township of Perry on the 4th day of August, 2026.

THE CORPORATION OF THE TOWNSHIP OF PERRY

per: _____
Norm Hofstetter, Mayor

Per: _____
Beth Morton, Clerk-Administrator

I/We have the authority to bind the Corporation

By The Corporation of the Town of Kearney on the 26th day of August, 2026.

THE CORPORATION OF THE TOWN OF KEARNEY

per: _____
Cheryl Philip, Mayor

Per: _____
Nicole Gourlay, CAO/Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Municipality of Magnetawan on the 9th day of September 2026.

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

per: _____
Sam Dunnett, Mayor

Per: _____
Kerstin Vroom, CAO/Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Township of McMurrich/Monteith on the 18th day of August, 2026.

THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH

per: _____
Glynn Robinson, Mayor

Per: _____
Cheryl Marshall, Clerk/Treasurer

I/We have the authority to bind the Corporation

By The Corporation of the Township of Ryerson on the 22 day of September, 2026.

THE CORPORATION OF THE TOWNSHIP OF RYERSON

per: _____
Glenn Miller, Deputy Mayor

Per: _____
Nancy Field, Clerk

I/We have the authority to bind the Corporation

By The Corporation of the Village of Burk's Falls on the 20 day of October, 2026.

THE CORPORATION OF THE VILLAGE OF BURK'S FALLS

per: _____
Chris Hope, Mayor

Per: _____
Denis Duguay, CAO-Clerk

I/We have the authority to bind the Corporation

By The Municipal Corporation of the Township of Armour on the 25 day of August, 2026.

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

per: _____
Rod Ward, Mayor

Per: Charlene Watt
Charlene Watt, Municipal Clerk

I/We have the authority to bind the Corporation

CERTIFIED A TRUE COPY OF
2026 Live Fire Training Unit Agreement
CLERK (Deputy) Eadie
TOWNSHIP OF PERRY 2026-10-21

THIS IS SCHEDULE "A" TO THE AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF PERRY, THE CORPORATION OF THE TOWN OF KEARNEY, THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN, THE CORPORATION OF THE TOWNSHIP OF McMURRICH/MONTEITH, THE CORPORATION OF THE TOWNSHIP OF RYERSON, THE CORPORATION OF THE VILLAGE OF BURK'S FALLS, AND THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF ARMOUR

SCHEDULE "A"

Age of training unit	Percentage of value of the Training Unit
Year 6	95%
Year 7	90%
Year 8	85%
Year 9	80%
Year 10	75%
Year 11	70%
Year 12	65%
Year 13	60%
Year 14	55%
Year 15	50%
Year 16	45%
Year 17	40%
Year 18	35%
Year 19	30%
Year 20	25%
Year 21	20%
Year 22	15%
Year 23	10%
Year 24	5%
Year 25	0%

*100% of the value of the Training Unit is the initial cost to construct, being $179,842.10.