

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

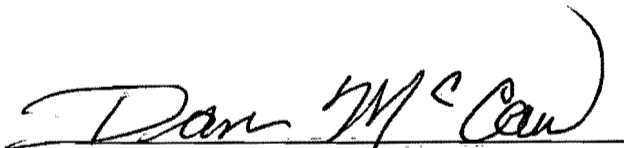
BY-LAW NO. 41-13

Being a By-law to approve and authorize the execution of agreement between the Corporation of the Municipality of ~~Wollaston Township and~~ the Town of Bancroft for the provision of emergency/fire dispatch services.

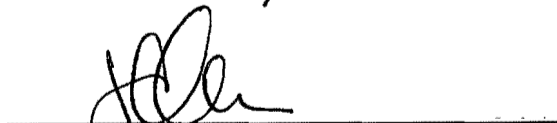
NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WOLLASTON ENACTS AS FOLLOWS:

1. THAT Council hereby approves and authorizes the joint Agreement between The Township of Wollaston and the Town of Bancroft for the provision of Emergency/Fire Communication Services as described in Schedule "A" attached hereto and forming part of this by-law.
2. THAT the Reeve and Clerk are hereby authorized to execute the said Agreement by and on behalf of the Township of Wollaston.
3. THAT the Clerk be and is hereby authorized to affix to the said Agreement the Corporate Seal of The Township of Wollaston.
4. THAT all other such by-laws of the Corporation of the Township of Wollaston executed for the purpose of entering into Agreement for Emergency/Fire Communication Services be hereby repealed upon the passing of this by-law and shall immediately come into FULL FORCE AND EFFECT.

Read a first, second and third time, finally passed, signed, sealed and numbered By-law No. 41-2013 this 24 day of September, 2013.



Dan McCaw, Reeve



Jennifer Cohen, Clerk



THIS AGREEMENT made in duplicate this day of , 2013.

BETWEEN:

THE CORPORATION OF THE TOWN OF BANCROFT
(hereinafter called "the Town")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
(hereinafter called "the Client")

OF THE SECOND PART

WHEREAS the Town hosts a communication tower / licence to receive fire and other emergency calls via the 911 service provided by Belleville Fire Department dispatch. The Town and other participating municipalities for fire and emergency services which the Communication Tower Service then relays such information received to the respective municipality for action;

AND WHEREAS the Town has agreed to provide a Communication Tower / Licence Service to the Client's Fire Department ("Responding Agency") on the terms and conditions as set out herein.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the covenants, mutual covenants and agreements contained herein, and other good and valuable consideration, the parties hereto mutually covenant, promise and agree as follows:

1. The Town shall:

- (a) maintain the licences required from Industry Canada and ensure all licencing fees are paid. The Town will work with Ridge Communication to maintain good operations.
- (b) forward any information and/or request received by the Ridge Communications to help maintain the overall good working condition.

2. The Client shall:

- (a) be responsible jointly with the other signed municipality for the costs of any and all maintenance and upgrades to any and all equipment for the repeater network that may be necessary or appropriate from time to time for the provision of this dispatching service. The parties acknowledge and agree that the Town, Ridge Communication or officers shall not be responsible for any failure of the said repeater network for any reason whatsoever;
- (b) pay the costs of all telephone or radio connection service to the Central Dispatching Service;
- (c) pay the Town, for the services provided herein when invoiced.

3. The parties mutually covenant and agree that:

- (a) the Town shall not be responsible or liable in any way for the accuracy of any information provided to the Responding Agency including any address information of any inhabitants of the Responding Agency's jurisdiction.
- (b) subject to any mutual aid agreement or protocol in effect between the parties, the Town of Bancroft Fire and Emergency Services shall not be required to physically respond to any telephone call directed to the Responding Agency through the Communication Tower Service;
- (c) the Town shall not be responsible in any way for any failure on the part of the Responding Agency to respond to or for any improper response to any radio or telephone calls directed to the Responding Agency through the Communication Tower Service, unless the failure to respond relates, directly or indirectly, or is attributable to any act or omission on the part of the Town, its servants, agents or others for whom it is in law responsible;
- (d) any issues or concerns regarding radio or telephone reception experienced by the Responding Agency relating to the Communication Tower Services provided by the Town shall be brought to the attention of the Town immediately. The parties agree to work together diligently to resolve said problems as soon as practicable;

(e) this Agreement shall be for an initial term of three (3) years commencing on the first (1st) day of April, 2013;

(f) upon completion of the initial term of this Agreement, this Agreement shall continue to be in effect automatically thereafter for renewal periods of one (1) year each, unless either party hereto notifies the other party in writing not less than ninety (90) days prior to the expiration of any annual period that the notifying party desires to amend or terminate this Agreement. It is understood and agreed by the parties that the cost of service to the Responding Agency for any automatic renewal year shall be the cost of service of the immediate preceding year plus any additional costs as proposed.

(g) the parties shall retain the right to terminate this Agreement at any time by giving to the other party 90 days' written notice prior to termination.

4. OPERATIONS COMMITTEE

(a) The parties hereto agree to establish an Emergency Services Tower Operations Committee, whose function shall be to discuss any operational issues or concerns about the dispatching service being provided by the Town.

(b) The Committee shall be comprised of each represented Municipality's Fire Chief or his/her designate. The parties hereto acknowledge that the Chief of the North Hastings Fire Service shall Chair all the meetings of the said Committee.

(c) The Committee shall meet annually. These meetings shall be called by the Chair of the Committee upon giving at least two weeks notice of the meeting to each member of the Committee.

(d) In the event either party wishes to review any operational issues or concerns regarding the communications service being provided by the Town, a written report detailing those issues or concerns shall be provided at least seven (7) business days before the scheduled meeting.

(e) Minutes of the meetings of the Committee shall be recorded by the Town and a copy of the Minutes shall be distributed to each member of the Committee as soon as practicable following each meeting.

COSTING ARRANGEMENT

The parties agree to the costing as outlined in Schedule A

INDEMNIFICATION

5. The Town hereby agrees to indemnify the Client, its servants, agents, members of Council and permitted assigns and to save each of them harmless from all actions, causes of action, claims, demands and costs of any nature whatsoever, for any loss of property, injury or death, to or for any person or persons, which occur as a result of the negligence of The Town, its servants, agents and others for whom it is at law responsible in the implementation of the terms and procedures to be followed under the provisions of this Agreement, but under no circumstances shall this indemnification extend to actions, causes of action, claims, demands and costs which are the result of the negligence of the Client, its servants, agents or others for whom it is in law responsible.

6. The Client hereby agrees to indemnify the Town, its servants, agents and members of Council and permitted assigns and to save each of them harmless from all actions, causes of action, claims, demands and costs of any nature whatsoever for any loss of property, injury or death, to or for any person or persons, which occur as a result of the negligence of the Client, its servants, agents or others for whom it is in law responsible, in the implementation of the terms and procedures to be followed under the provisions of this Agreement, but under no circumstances shall this indemnification extend to actions, causes of action, claims, demands and costs which are the result of the negligence of the Town, its servants, agents or others for whom it is in law responsible.

7. It is understood and agreed by the parties that it is their express intention to ensure the continuity of the Communications Tower during the currency of the Agreement without delay or interruption. Each of the parties undertakes and agrees to take all steps, within its power, to ensure that the Communications Tower Service is provided continuously and without delay or interruption. However, neither party shall be responsible to the other for any damage resulting from its inability to comply with any terms of this Agreement due to matters beyond its control, provided that the onus of proving that the matter is beyond its control shall rest with the party purporting to rely upon it.

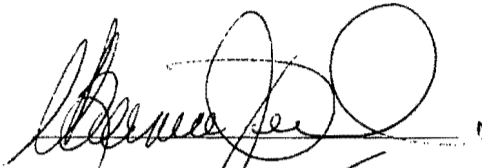

8. The parties hereto acknowledge and agree that any of the time limits contained within this paragraph may be amended on the mutual consent of both parties.

9. This Agreement shall ensure to the benefit of The Town and the Client and shall be binding upon the parties hereto and their respective successors.

10. Validity / Severability

If any section, clause or provision of this by-law is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the by-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention of Council that the remaining sections, clauses or provisions of the by-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions of this by-law shall have been declared to be invalid.

IN WITNESS WHEREOF the parties hereto have set their corporate seals attested to by the bands of the appropriate officers.

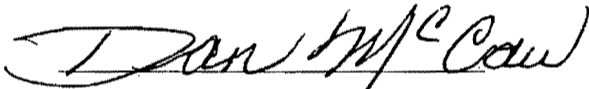
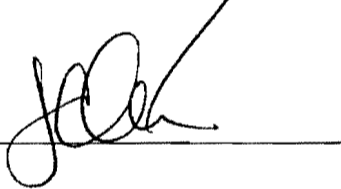



) THE CORPORATION OF THE TOWN OF
) BANCROFT

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)
) Per: Bernice Jenkins
) Mayor

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)
) Per: Steven Silver
) Interim CAO / Clerk

)
) THE TOWNSHIP OF
) WOLLASTON

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)
) Per: Dan McCaw
) Reeve

)
) Per: Jennifer Cohen
) Clerk