

**Corporation of the County of Perth**

**By-Law Number 3247-2011**

**BEING A BY-LAW TO AUTHORIZE THE SIGNING OF AN AGREEMENT BETWEEN  
THE CORPORATION OF THE COUNTY OF PERTH, CORPORATION OF THE  
MUNICIPALITY OF NORTH PERTH, CORPORATION OF THE MUNICIPALITY OF  
WEST PERTH, CORPORATION OF THE TOWNSHIP OF PERTH SOUTH,  
CORPORATION OF THE TOWNSHIP OF PERTH EAST AND  
THE CORPORATION OF THE TOWN OF ST. MARYS,  
FOR THE PROVISION OF THE FIRE RADIO COMMUNICATIONS SYSTEMS  
AND TO REPEAL BY-LAW 3226-2011**

**WHEREAS** it is considered desirable to enter into an Agreement between the County of Perth, Municipality of North Perth, Municipality of West Perth, Township of Perth South, Township of Perth East and Town of St. Marys, for the purpose of administering the ongoing operational costs of the fire radio communication systems to the participating partners;

**NOW THEREFORE** the Corporation of the County of Perth enacts as follows:

1. That the Warden and the Clerk of the Corporation of the County of Perth are hereby authorized to sign on behalf of the Corporation, an Agreement with the Municipality of North Perth, Municipality of West Perth, Township of Perth South, Township of Perth East and Town of St. Marys as set out in Schedule "A" attached hereto and forming a part of this By-law;
2. That By-law 3226-2011 passed on January 13, 2011 be hereby repealed;
3. This By-Law comes into force upon final passing thereof;

Read a first and second time this 21<sup>st</sup> day of April, 2011.

Read a third and finally passed this 21<sup>st</sup> day of April, 2011.

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Julie Behrns, Warden

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Kerri Ann O'Rourke, County Clerk

# **AGREEMENT for FIRE RADIO COMMUNICATIONS SYSTEMS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**BETWEEN:**

THE CORPORATION OF THE COUNTY OF PERTH

hereinafter referred to as the “**County**”

OF THE FIRST PART

**AND:**

THE CORPORATION OF THE MUNICIPALITY OF NORTH PERTH

**AND:**

THE CORPORATION OF THE MUNICIPALITY OF WEST PERTH

**AND:**

THE CORPORATION OF THE TOWNSHIP OF PERTH SOUTH

**AND:**

THE CORPORATION OF THE TOWNSHIP OF PERTH EAST

**AND:**

THE CORPORATION OF THE TOWN OF ST. MARYS

hereinafter referred to as the “**Partner**”

OF THE SECOND PART

WHEREAS the County is desirous of entering into an agreement to administer the ongoing operational costs of the fire radio communication systems to the participating partners;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the County and the Partner agree as follows:

1. The County will act as the clearing house for the annual operational costs associated with the county fire radio communications system as detailed in Schedule “A”. The County will invoice the partners on an annual basis, each January as per the proportional formula defined in Schedule “A”. The formula for cost sharing as determined in Schedule “A” based on the estimated cost outlined in Schedule “B” will be provided to the partners each January for budgetary purposes.
2. The Town of St. Marys agrees to provide regular preventative maintenance on the back-up generator installed at the municipal water tower at no cost; and
3. The Town of St. Marys agrees to waive any tower rental fees in lieu of the annual proportional cost associated with the fire radio communications system.
4. The Municipality of North Perth agrees to provide regular preventative maintenance on the back-up generator installed at the Listowel Fire Station as part of the tower rental fee.
5. The term of the agreement shall commence on January 1, 2011 and will be automatically renewed annually.
6. Schedule “A” attached to this agreement is binding by all parties, and this Schedule may only be amended when the number of fire stations increase or decrease. At which point this agreement will be amended with the support and consensus of all parties.
7. In the event of a dispute with regard to any part of this agreement the partners will attempt to negotiate and amend the agreement. Failure to come to a consensus, the following will apply:

- a. The dispute shall be referred initially by the partner raising the dispute to the other partners in writing for a decision, which the latter shall give in writing within a reasonable time.
- b. If the dispute is not satisfactorily settled between the partners, the dispute shall be submitted forthwith to a mediator to be agreed upon by the partners.
- c. If the partners cannot agree on a mediator or the dispute is not satisfactorily settled between the partners through mediation, the dispute,
  - i. If it involves cost-sharing, shall be submitted to arbitration as set out under Part III, Section 11 of Ontario Regulation 256/00.
  - ii. If it does not involve cost-sharing, shall be submitted to the Ontario Municipal Board for its decision, by which the partners agree to be bound under clause (j) of Section 54 and other enabling provisions of the Ontario Municipal Board Act and any other applicable statute.

Schedule C references Council resolutions authorizing the Clerk to enter into this agreement.

Any notice required to be given to the Partner shall be sufficiently given if sent by registered mail addressed to the applicable partner, and such notice shall be deemed to have been received by the Partner on the fourth day after the date on which it shall have been so mailed.

In the case of notice to the Municipality of North Perth:

The Chief Administrative Officer  
 The Municipality of North Perth  
 330 Wallace Avenue North  
 Listowel ON N4W 1L3

In the case of notice to the Municipality of West Perth:

The Chief Administrative Officer  
 The Municipality of West Perth  
 PO Box 609  
 169 St. David Street  
 Mitchell ON N0K 1N0

In the case of notice to the Township of Perth East:

The Chief Administrative Officer  
 The Township of Perth East  
 PO Box 455  
 25 Mill Street South  
 Milverton ON N0K 1M0

In the case of notice to the Township of Perth South:

The Chief Administrative Officer & Clerk  
 The Township of Perth South  
 3191 Road 122  
 St. Pauls ON N0K 1V0

In the case of notice to the Town of St. Marys:

The Chief Administrative Officer & Clerk  
 The Town of St. Marys  
 PO Box 998  
 175 Queen Street East  
 St. Marys ON N4X 1B6

Any notice required to be given to the County shall be sufficiently given if hand delivered to or sent by registered mail addressed to the Chief Administrative Officer, County of Perth at 1 Huron Street, Stratford, Ontario, N5A 5S4 and such notice shall be deemed to have been received by the County on the fourth day after the date on which it shall have been so mailed or on the day it shall be hand delivered.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on behalf of:

CORPORATION OF THE COUNTY OF PERTH

\_\_\_\_\_  
Warden Clerk

\_\_\_\_\_  
Date

MUNICIPALITY OF NORTH PERTH

\_\_\_\_\_  
Mayor Clerk

\_\_\_\_\_  
Date

MUNICIPALITY OF WEST PERTH

\_\_\_\_\_  
Mayor Clerk

\_\_\_\_\_  
Date

TOWNSHIP OF PERTH EAST

\_\_\_\_\_  
Mayor Clerk

\_\_\_\_\_  
Date

TOWNSHIP OF PERTH SOUTH

\_\_\_\_\_  
Mayor Clerk

\_\_\_\_\_  
Date

TOWN OF ST. MARYS

\_\_\_\_\_  
Mayor Clerk

\_\_\_\_\_  
Date

## SCHEDULE A

The ongoing operational costs associated with the Fire Radio Communications system will be invoiced to the following partners proportionately as per the number of fire stations that service them:

The Municipality of North Perth	3 Stations	37.5%
The Municipality of West Perth	1 Station	12.5%
The Township of Perth South	0 Stations	0.0%
The Township of Perth East	3 Stations	37.5%
The Town of St. Marys	1 Station	12.5% (waived)
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	8 Stations	100%

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## SCHEDULE B

Estimated 2011 costs associated to the operation of the fire radio communications system for reference:

<b>2011 Operational Costs</b>		<b>North Perth</b>	<b>West Perth</b>	<b>Perth South</b>	<b>Perth East</b>	<b>St. Marys</b>
Paging system licence	469.00					
Microwave licence	1560.00					
Stratford tower rental	7800.00					
FS Partners tower rentals	9600.00					
St Marys tower rental	3985.00					
Listowel tower rental	2737.50					
Bell lines to Stratford Fire Dispatch	2400.00					
Genco generator maintenance	900.00					
County Public Works generator maintenance	850.00					
Stratford Fire Dispatch line servicing	80.00					
Perth Communication annual servicing	1500.00					
<b>Estimated Total</b>	<b>31881.50</b>	<b>11955.56</b>	<b>3985.19</b>		<b>11955.56</b>	<b>3985.19</b>

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## SCHEDULE C

The Corporation of the County of Perth

**THAT** the Committee of the Whole recommends to Perth County Council that the Clerk enters into the Fire Radio Communications Systems Agreement with the Municipality of North Perth, the Municipality of West Perth, the Township of Perth East, the Township of Perth South, and the Town of St. Marys for the purposes of managing the operational costs associated with the Fire Radio Communications System.

Moved by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Date: \_\_\_\_\_

The Corporation of the Municipality of North Perth

*<insert resolution of Council>*

The Corporation of the Municipality of West Perth

*<insert resolution of Council>*

The Corporation of the Township of Perth East

*<insert resolution of Council>*

The Corporation of the Township of Perth South

*<insert resolution of Council>*

The Corporation of the Town of St. Marys

*<insert resolution of Council>*