

THE CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3449-2015

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 3247-2011

WHEREAS the Council of the County of Perth considers it desirable to enter into an Agreement between the County of Perth, Municipality of North Perth, Municipality of West Perth, Township of Perth South and Township of Perth East and Town of St. Marys for the purpose of administering the ongoing operational costs of the Fire Radio Communications Systems;

AND WHEREAS Subsection 9 of the Municipal Act, 2001 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

NOW THEREFORE, The Council of the Corporation of the County of Perth enacts as follows:

1. That the Fire Radio Communications Systems Agreement between the County of Perth, Municipality of North Perth, Municipality of West Perth, Township of Perth South and Township of Perth East and Town of St. Marys is hereby approved and attached as Schedule "A" and forms a part of this by-law;
2. That the Warden and Clerk are hereby authorized to execute the Agreement;
3. That By-law 3247-2011 passed on April 21st, 2011 be hereby repealed;
4. That this by-law shall come into force and take effect upon final passing thereof;

Read a first and second time this 5th day of March, 2015.

Read a third and final time this 5th day of March, 2015.

Robert Wilhelm, Warden

Jill Bellchamber-Glazier, Clerk

AGREEMENT for FIRE RADIO COMMUNICATIONS SYSTEMS

THIS AGREEMENT made this 19th day of February, 2015.

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 “**Partners**”

OF THE SECOND PART

WHEREAS the County and the Partners entered into an Agreement for Fire Radio Communications effective January 1, 2011, which through automatic annual renewals, remains in full force and effect;

AND WHEREAS the County and the Partners are desirous of entering into an amended Agreement to reflect current changes to the earlier Agreement and to administer the ongoing operational costs and life-cycle budgeting of the fire radio communication and paging 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 Partners agree as follows:

1. The County will continue to act as the clearing house for the annual operational costs associated with the county fire radio communications system and will commence acting as the clearing house for the annual operational costs associated with the County Fire-Paging System and Life-cycle Budgeting for the said fire radio communications and paging 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 September for budgetary purposes.
2. The Town of St. Marys acknowledges that St. Marys’ Public Works is using the County Antenna on top of the St. Marys Water Tower free of charge.
3. St. Marys agrees to provide an auto-start back-up generator at the St, Marys’ Water Tower and fueling for the said generator and to continue to provide annual and regular preventative maintenance on the said back-up generator installed at the municipal water tower.
4. 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.
5. The Municipality of North Perth agrees to provide an auto-start back-up generator and

fueling for the said generator at the Listowel Fire Station and continue to provide annual and regular preventative maintenance on the said back-up generator installed at the Listowel Fire Station as part of the tower rental fee.

6. The term of the Agreement shall commence on January 1, 2015 and will be automatically renewed annually. Upon each annual renewal, the Agreement shall continue upon the same terms and conditions. If circumstances arise where additional terms of this Agreement are required, either the County or a Partner may provide notice to the other Parties regarding such additional terms. The Party providing such notice to the other Parties shall include in the notice the Party's suggested amendment to the Agreement. This Agreement may be terminated upon the consent of the Parties.
7. 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.
8. In the event of a dispute with regard to any part of this Agreement the County and 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 County or the Partner raising the dispute to the other Parties 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 Parties, the dispute shall be submitted forthwith to a mediator to be agreed upon by the Parties.
 - c. If the Parties cannot agree on a mediator or the dispute is not satisfactorily settled between the Parties 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 Parties 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 Parties shall be sufficiently given if sent by registered mail addressed to the applicable Party, and such notice shall be deemed to have been received by the Party 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
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 are operated by 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)
	8 Stations	100%

SCHEDULE B

Estimated 2015 costs associated to the operation of the fire radio communications and paging system for reference:

2015 Operational Costs		North Perth	West Perth	Perth South	Perth East	St. Marys
Paging system licence	1456.00					
Microwave licence	2133.00					
Stratford tower rental	8400.00					
FS Partners tower rentals	10500.00					
St Marys tower rental	6500.00					
Listowel tower rental	4800.00					
Bell lines to Stratford Fire Dispatch	2400.00					
Genco generator maintenance (Mitchell/Milverton)	600.00					
County Public Works generator maintenance (Mitchell/Milverton)	850.00					
Stratford Fire Dispatch line servicing	80.00					
Perth Communication annual servicing	3120.00					
Stratford Fire Dispatch Passport radio usage	400.00					
Remote monitoring system	6000.00					
Misc. repairs	5000.00					
Estimated Total	52239.00	19589.63	6529.88	0.00	19589.63	6529.88

SCHEDULE C

The Corporation of the County of Perth

THAT Perth County Council proceeds to adopt By-law XXXX-2015 being a by-law to authorize the Warden and Clerk to sign an Agreement between the County of Perth, Town of St. Marys, the Township of Perth South, the Township of Perth East, the Municipality of West Perth, and the Municipality of North Perth, for the purposes of managing the operational costs associated with the Fire Radio Communications and Paging Systems.

Moved by: _____ Seconded by: _____
Date: _____

The Corporation of the Municipality of North Perth

THAT: By-law No. 11-2015 being a by-law to authorize the signing of a Fire Radio Communications Agreement be introduced, read and considered read a first, second and third time and be finally passed and that the said By-law be signed by the Mayor and the Clerk and sealed with the seal of the Corporation.

Moved By: Meredith Schneider, Seconded By: Ken Buchanan
Date: January 19, 2015

The Corporation of the Municipality of West Perth

THAT the Municipality of West Perth Council proceeds to adopt By-law 15-2015 being a by-law to authorize the Mayor and Clerk to sign an Agreement between the County of Perth, Town of St. Marys, the Township of Perth South, the Township of Perth East, the Municipality of West Perth, and the Municipality of North Perth, for the purposes of managing the operational costs associated with the Fire Radio Communications and Paging Systems.

Moved By: Councillor Burtenshaw, Seconded By: Councillor Matheson
Date: February 9, 2015

The Corporation of the Township of Perth East

THAT the Council of the Township of Perth East receive the delegation dated January 6, 2015 by Christel Ivanyshyn, Community Emergency Management Coordinator regarding the Fire Radio Communications and Paging Systems Agreement Amendment, for information;

AND THAT the Township of Perth East Council proceed to adopt By-law 01-2015 being a by-law to authorize the Mayor and Clerk to sign an Agreement between the County of Perth, Town of St. Marys, the Township of Perth South, the Township of Perth East, the Municipality of West Perth, and the municipality of North Perth, for the purposes of managing the operational costs associated with the Fire Radio Communications and Paging Systems.

Moved by Jeff Cressman, Seconded by Don Brunk
Dated: January 6, 2015

The Corporation of the Township of Perth South

THAT By-law 3-2015 being a by-law to authorize the signing of a Fire Radio Communications Agreement be given first, second, and third readings, and be properly signed and sealed.

Moved by Councillor Arkett, Seconded by Councillor Zurbrigg
Date: January 13, 2015

The Corporation of the Town of St. Marys

THAT By-law No. 5-15 Radio Agreement County of Perth be read a first, second and third time, finally passed, signed and sealed by the Mayor and Clerk.

Moved By: Councillor Winter, Seconded By: Councillor Hainer
Date: January 26, 2015