

MUNICIPAL CORPORATION OF NORTH ALGONA WILBERFORCE
TOWNSHIP
BY-LAW #2016-20

BEING A BY-LAW TO ENTER INTO A SHARED
SERVICE AGREEMENT WITH THE TOWNSHIP OF
BONNECHERE VALLEY

WHEREAS the Council of the Corporation of North
Algona Wilberforce Township wishes to establish a
Council Code of Conduct policy;

NOW THEREFORE BE IT ENACTED BY THE
CORPORATION OF NORTH ALGONA
WILBERFORCE TOWNSHIP AS FOLLOWS:

1. That the "Shared Service Agreement with
the Township of Bonnechere Valley for the
purposes of sharing a radio tower" attached
hereto as Schedule "A" be and is hereby
adopted.
2. That Schedule "A" is deemed to form part of this
by-law.
3. That this by-law shall come into force and take
effect following third reading. By-law read a
first and second time this 7th of March 2016
4. By-law read a third time and passed this 7th
day of March 2016


Mayor


Clerk Treasurer

SHARED SERVICE AGREEMENT

THIS AGREEMENT made this 7th day of March 2016

BETWEEN THE CORPORATION OF THE TOWNSHIP OF BONNECHERE VALLEY
Hereinafter called "Bonnehchere Valley"

AND:

THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP
Hereinafter called "North Algona Wilberforce"

WHEREAS the Twp of Bonnehchere Valley is the owner of the communications tower and the Public Works Garage located at 122 Janet Road in Foymount Ontario.

AND WHEREAS North Algona Wilberforce wishes to continue using radio receiving and transmission equipment at and on the communications tower for the purposes of radio communications serving the their Municipality;

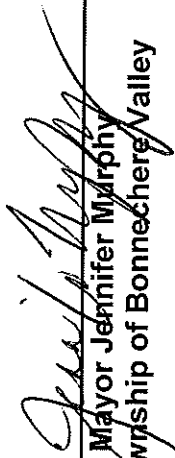
IN CONSIDERATION of the undertakings and agreements hereinafter expressed and upon the terms hereinafter set forth, Bonnehchere Valley and North Algona Wilberforce covenant and agree as follows:

1. The consent, permission and authority of Bonnehchere Valley is hereby given and granted to North Algona Wilberforce to place and use two (2) radio antennas on the radio tower and to use associated radio equipment in the Municipal Garage adjacent to the tower and to use electrical power from the building for the purposes of operating such radio equipment. No additional antennas or equipment shall be installed by North Algona Wilberforce without the express written prior consent of Bonnehchere Valley.
2. North Algona Wilberforce agrees that the use of its equipment at the Bonnehchere Valley Municipal Garage shall be at its own risk and North Algona Wilberforce agrees to indemnify and save harmless Bonnehchere Valley from all loss, costs, damages, claims or actions arising from the use of the said radio equipment.
3. North Algona Wilberforce agrees to pay to Bonnehchere Valley One thousand two hundred dollars (\$1200.00) Hundred Dollars per year (\$100.00) per month) payable on the first day of January each year for the use of the tower space for two (2) antennae(s), space to house radio equipment and electrical power.
4. Access to North Algona Wilberforce's radio equipment by North Algona Wilberforce's personnel or representative shall be limited to normal business hours and subject to advising Bonnehchere Valley of the requirement to access the equipment. 24 hour emergency access may be arranged by contacting appropriate Bonnehchere Valley officials.
5. Bonnehchere Valley and North Algona Wilberforce agree that they will take all necessary actions at their own respective costs to ensure that equipment installed by North Algona Wilberforce or Bonnehchere Valley does not in any way interfere with the operation of the others radio or fire paging systems.
6. North Algona Wilberforce shall obtain and keep in force a valid radio station licence and comply with the Government of Canada (Industry Canada) regulations regarding the installation and operation of the equipment. A copy of such licence to be posted in the same location as the equipment.
7. The rights hereby given and granted shall be for a term ending December 31, 2026, except that North Algona Wilberforce may terminate this agreement at any time subject to 90 days written notice to Bonnehchere Valley advising of the termination.
8. At any time within two (2) years prior to the expiration of this agreement, either party to this agreement may by notice given to the other request that the other enter into negotiations for new terms and conditions for renewal of this agreement.

9. Upon the expiration of this agreement or any renewal thereof North Algona Wilberforce shall deactivate the radio system and remove all of its radio equipment, antennae(s), and all cables within 30 days of the expiration date and shall repair any holes or modifications made by the running of cables and connectors to the building and tower.
10. North Algona Wilberforce may not subcontract or assign any rights or responsibilities under this agreement unless the subcontractor or assignee covenants with Bonnechere Valley to assume full responsibility for the subcontracted or assigned rights or responsibilities in writing.
11. This agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed these presents with effect from the day first above written.

SIGNED AND SEALED THIS 7th day of March 2016



Mayor Jennifer Murphy
Township of Bonnechere Valley



Mayor Debra Farr
North Algona Wilberforce Township