

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

BY-LAW NUMBER 840-2010

Being a by-law to enter into an agreement with The Municipality of Oliver Paipoonge as it relates to Bell Mobility Inc. Radio Division (Central Ambulance Communication Centre).

WHEREAS Section 20(1) of the Municipal Act S.O. 2001, c25 allows 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 Council of the Corporation of the Municipality of Neebing deems it in the best interest of the Municipality of Neebing to enter into an agreement with the Municipality of Oliver Paipoonge as it relates to Bell Mobility Inc., Radio Division (Central Ambulance Communications Centre).

AND WHEREAS it is the intention of the parties to enter into an agreement for the maintenance and upkeep of radio communication hardware

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF NEEBING ENACTS AS FOLLOWS:

1. That the Mayor or Deputy Mayor shall have the authority to act on behalf of the Municipality to enter into an agreement for the services as set out and provided for in Schedule "A" as attached.

ENACTED AND PASSED IN COUNCIL this 20<sup>th</sup> day of January, 2010 as witnessed by the corporate seal of the Corporation and the hands of its proper Officers duly authorized in that behalf.

THE CORPORATION OF THE  
MUNICIPALITY OF NEEBING

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

Read for a first time this 20<sup>th</sup> day of January, 2010.

Read for a second time this 20<sup>th</sup> day of January, 2010.

Read for a third time and finally passed this 20<sup>th</sup> day of January, 2010.

THE CORPORATION OF THE MUNICIPALITY  
OF OLIVER PAIPOONGE

BY-LAW NO. 559-2009

*A By-law to authorize the execution of an Agreement with the Member Municipalities including the Unincorporated Territories as it relates to Bell Mobility Inc. Radio Division (Central Ambulance Communication Centre).*

WHEREAS By-law No. 554-2009 was passed on October 26, 2009, authorizing the execution of a Maintenance Services Agreement between The Corporation of the Municipality of Oliver Paipoonge and Bell Mobility Inc. Radio Division.

AND WHEREAS the Council for the Corporation of the Municipality of Oliver Paipoonge at its Meeting held on September 14, 2009, passed Resolution No. 256-2009 authorizing the Municipality to take the lead on behalf of the Member Municipalities of Neebing, O'Connor, Gillies and Conmee and the Unincorporated Territories of East Gorham, Nolalu, Kaministiquia, Lappe and Shebandowan as it relates to the Central Ambulance Communication Centre;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF OLIVER PAIPOONGE HEREBY ENACTS AS FOLLOWS:

1. That the Agreement attached hereto and marked as Schedule "A" being an Agreement with the Member Municipalities and the Unincorporated Territories.
2. That the Mayor and Chief Administrative Officer/Clerk be authorized to execute the Agreement on behalf of the Corporation of the Municipality of Oliver Paipoonge.
3. That this by-law shall come into force and take effect upon the final reading thereof.

Read a first and second time this 23<sup>rd</sup> day of November, 2009.  
Read a third time and finally passed this 23<sup>rd</sup> day of November, 2009.

THE CORPORATION OF THE MUNICIPALITY  
OF OLIVER PAIPOONGE

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Mayor Lucy Kloosterhuis

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Jamie Cressman  
Chief Administrative Officer/Clerk

SCHEDULE "A"  
BY-LAW NUMBER 559-2009

DATED as of this 23<sup>rd</sup> day of November, 2009

**The Municipalities and Unincorporated Territories Listed in Schedule "A" to this Agreement**

(the "Parties")

- and -

**The Corporation of the Municipality of Oliver Paipoonge**

1. The parties presently share the use of a communications system known as "Thunder Bay Fire First Response" owned and operated by third parties for the purposes of dispatching Emergency Services within their respective jurisdictions.
2. The parties have mutually agreed that parts of the equipment forming part of the communications system were in need of improvement.
3. Oliver Paipoonge has entered into an agreement with Bell Mobility Inc. Radio Division whereby Bell has installed various pieces of new equipment for use with base station repeater systems at the South Gillies and Hazelwood FleetNet Tower Sites.
4. The agreement obligates Oliver Paipoonge to make a one time payment of approximately \$40,289.59 for labour and equipment (less \$16,437.25 JEPP Funding for a balance of \$23,849.34) plus ongoing maintenance in the amount of approximately \$2,576.40 per year for a period of 5 years from October 2009 with the potential of additional costs for support services outside normal business hours or for repair/removal of equipment.
5. Oliver Paipoonge made the agreement with Bell in order to simplify the purchase and maintenance agreements and with the intention that all parties would share the costs and benefits equally.
6. Therefore, the parties other than Oliver Paipoonge agree to pay to Oliver Paipoonge a proportionate one-tenth share of the amounts which Oliver Paipoonge has paid or becomes obligated to pay under its agreement with Bell Mobility Inc.
7. Such amounts shall become payable upon amounts being payable by Oliver Paipoonge and payment being requested by Oliver Paipoonge. Oliver Paipoonge will invoice members on a quarterly basis. Oliver Paipoonge may request payment in advance in order to have funds available when due.
8. Oliver Paipoonge shall be the owner of all equipment purchased from Bell but shall allow use of it by the other parties as long as their payments under this agreement are in good standing.
9. If any party fails to make payment under this agreement or is otherwise in default under any of its terms, then Oliver Paipoonge will seek other means of collection.
10. All communications between other parties and Bell respecting the operation or maintenance of the equipment shall be referred to the Zone 1 President.
11. Oliver Paipoonge is not an agent for any of the other parties for the purposes of dealing with Bell and the other parties agree that any default by Bell under its agreements with Oliver Paipoonge shall not entitle any party to any remedy against Oliver Paipoonge.
12. This agreement shall continue for the term of the Maintenance Services Agreement between Oliver Paipoonge and Bell.

**THE CORPORATION OF THE TOWNSHIP OF CONMEE**

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWNSHIP OF GILLIES**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE MUNICIPALITY OF NEEBING**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**THE CORPORATION OF THE TOWNSHIP OF O'CONNOR**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**NOLALU EMERGENCY SERVICES TEAM**

I have the authority to bind the  
Board

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**SHEBANDOWAN LOCAL SERVICES BOARD**

I have the authority to bind the  
Board

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
Witness