

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 24-1754

Being a by-law to authorize the execution of an agreement with other municipalities for the cost sharing, joint operation and maintenance of a fire department communications system

WHEREAS Section 8 of The Municipal Act, 2001, S.O. 2001, c.25, as amended states that the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

AND WHEREAS Section 9 of The Municipal Act, 2001, S.O. 2001, c.25 as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 10(1) of The Municipal Act, 2001, S.O. 2001, c.25 as amended, states that a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS Section 20(1) of The Municipal Act, S.O. 2001, c. 25 as amended, states 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 Municipality of Temagami deems it necessary and desirable to enter into an agreement with other municipalities in respect of the purchase and joint maintenance of a Communications System;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami enacts as follows:

THAT the Mayor and Clerk be and are hereby authorized to execute an agreement with other municipalities for the purchase and joint maintenance of a Communications System, said agreement hereto attached as 'Schedule A' to this By-law;

AND THAT the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

AND THAT all other by-laws or resolutions, or parts thereof, contrary hereto or inconsistent herewith, be and the same are hereby repealed.

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AND THAT this By-law shall take force and effect upon the date of signing of the agreement.

Taken as read a first, second and third time and finally passed this 23rd day of August, 2024.

Mayor

Clerk



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**‘SCHEDULE A’
FIRE DEPARTMENT COMMUNICATIONS SYSTEM AGREEMENT**

- 1.1 The parties to this agreement are a municipal corporation or Fire Department under the Northern Fire Protection Program.
- 1.2 The parties wish to provide on a per fire department basis, a cost sharing sum for the joint operation and/or maintenance of the communication system located at Dia Base Mountain, Cobalt (owned by Spectrum Communications), and Township of Armstrong Tower (owned by the Township of Armstrong), including the phone lines as outlined in Subsection 2.1 being used by either of the parties for its radio and paging communications of the respective fire departments.
- 1.3 The parties wish to abolish the “South Temiskaming Paging Committee” and establish a new committee to be known as the “Fire Department Communications Steering Committee”. The committee shall be comprised of one representative from each station of the participating Fire Departments, appointed by the Fire Chief, or his/her Designate from each Fire Station, to coordinate and oversee all matters as outlined in this agreement.
- 1.4 The parties wish to appoint the Township of Hudson to act as the Treasurer and administer this agreement. This shall include the payment of all invoices as approved by the Fire Department Communications Steering Committee, and the shared invoicing to all parties of this agreement for costs that have been authorized by the Steering Committee.

NOW THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

2.1 Each of the parties hereto, who remain in good standing with respect to the annual communication fees shall be entitled to have access to and use the communications systems as outlined in this agreement for as long as this agreement remains in effect, which shall include the following:

- Industry Canada Radio License Fees;
- ® Northern Tel - Infrastructure and Hosting Services Agreement;
- Phone Line (paging) - 705-679-5005;
- Phone Line (dispatch) - 144-0737;
- Tower Rental;
- Maintenance/Repairs Fees

2.2 Each of the parties hereto shall pay annually to the Township of Hudson the amounts invoiced as outlined in this agreement, and as approved by the Steering Committee. The amounts invoiced for the communication system shall be based on an equal cost sharing arrangement per fire department for each municipality as outlined below:

Municipality/Fire Department	Cost Sharing
Township of Armstrong	Communication System, Phone lines (2), FD Campaign
Township of Brethour	FD Campaign
Township of Casey	Communication System, Phone lines (2), FD Campaign
Township of Coleman	Communication System, Phone lines (2), FD Campaign
City of Temiskaming Shores	Communication System, Phone lines (2)
Township of Harley	Communication System, Phone lines (2), FD Campaign
Township of Hilliard	FD Campaign
Township of Hudson	Communication System, Phone lines (2), FD Campaign
Township of James	FD Campaign
Township of Kerns	Communication System, Phone lines (2), FD Campaign
Town of Cobalt	Communication System, Phone lines (2), FD Campaign
Town of Latchford	Communication System, Phone lines (2), FD Campaign
Municipality of Temagami	FD Campaign
Village of Thornloc	FD Campaign
Savard and Area Fire Department	FD Campaign

2.3 Each of the parties hereto agrees that each Fire Department shall have one vote on all matters that may come before the Steering Committee. A majority vote, being the vote of more than half of the members present at any given meeting, shall determine the outcome of the question.

2.4 Each of the parties hereto agrees that there shall be a Chairperson and a Secretary of the Steering Committee who shall be the Directors of the Steering Committee. The chairperson and the Secretary of the Steering Committee shall be elected at the first regular meeting every second year by a majority vote of the Steering Committee members present at the meeting, and shall hold office for two years or until his/her successor is elected.

2.5 The Chairperson, and in his/her absence the Secretary, shall be the contact persons for all matters related to this agreement including corresponding to suppliers and to the Township of Hudson on financial matters of the Steering Committee; shall preside at all meeting of the Steering Committee and shall call special meetings when he/she deems it necessary. The secretary shall keep a record of the proceedings of all meeting of the Steering Committee, and the names of the members who attended each meeting. The secretary shall distribute the minutes of each meeting to all members of the Steering Committee and the Steering Committee shall approve the minutes at the next committee meeting. The Committee may also appoint alternate/s to act on behalf of the Committee for matters related to the maintenance and/or repair of the communications system.

2.6 This agreement shall terminate on the 31st day of December 2030 unless renewed by the parties in writing.

2.7 Any party hereto may terminate or opt out of the agreement by providing a thirty (30) day written notice

2.8 Any part hereto who opts out of the agreement shall forfeit any rights or claim for compensation towards any joint ownership of a communication equipment unless otherwise agreed to by the parties of the agreement

2.9 This agreement shall be binding upon the parties hereto and their successors and assigns.



IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of **The Corporation of the
Municipality of Temagami**

<u>Dan O'Mara.</u> Printed name of Head of Council	<u>[Signature]</u> Signature of Head of Council
<u>Sabrina Pandolfo</u> Printed name of Clerk	<u>[Signature]</u> Signature of Clerk

Dated this day of 19 Se tember in the year 2024.

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