

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 96-8

A by-law to authorize execution of an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie

THE COUNCIL of the Corporation of the Township of Prince HEREBY ENACTS AS FOLLOWS:

1. That the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to an Agreement between the municipality and the Corporation of the City of Sault Ste. Marie with respect to the provision of fire dispatch services to the Township, which Agreement is attached hereto as Schedule "A".
2. Schedule "A" hereto forms part of this by-law.

READ THREE TIMES and PASSED in open Council this 25th day of June, 1996.


Reeve


Administrator



DRAFT ONLY

THIS AGREEMENT made, in triplicate, this 6th day of June, 1996.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "Corporation"

of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF PRINCE
hereinafter called the "Applicant"

of the SECOND PART

WHEREAS the Corporation's Fire Department operates a Central Fire Dispatching service; and

WHEREAS the Applicant wishes to participate in the said service;

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and payment of the charges hereinafter referred to, the parties hereto mutually covenant, promise and agree as follows:

1. The Corporation hereby authorizes the Applicant to participate in the Central Dispatching service operated by the Corporation's Fire Department, subject to the terms herein contained.
2. The Applicant shall pay to the Corporation the sum of ONE HUNDRED EIGHTY DOLLARS (\$180.00) PER MONTH or TWO THOUSAND ONE HUNDRED SIXTY DOLLARS (\$2,160.00) PER YEAR. The said sum shall be paid in two equal instalments. The first payment shall be due and payable on the 30th day of June, 1996; the second payment shall be due and payable on the 31st day of December, 1996 and subsequent payments shall be due and payable on the 30th day of June and 31st day of December, in each year, while this agreement remains in force and effect.
3. The Township shall indemnify and save harmless the City from and against any and all actions, causes of actions, claims, demands, loss, costs, damages and expenses of whatsoever kind and nature that may be suffered by or occasioned to the Township or its residents in any manner howsoever by reason of the provision of Emergency Fire Dispatch services by the City.
4. The parties agree that the Township of Prince shall be solely responsible for the cost and installation of any equipment, hardware, software, devices and accessories necessary to provide the Emergency Fire Dispatch services to the Township.
5. The parties agree that this agreement is net to the City and that the Township shall pay for all charges, expenses, costs including maintenance involved in the provisions of and the maintenance of Emergency Fire Dispatch services by the City under this agreement.

6. The City is entitled, after the anniversary date of this agreement, to raise the fee set out in Clause 2 of this agreement. The City shall give the Township six months written notice of the proposed increase and the increase shall apply to the next payment required under Clause 2. Any fee increase proposed by the City under this clause shall be limited to eight (8%) per cent of the existing rate in any one year.
7. It is further understood and agreed that this agreement may be terminated by either party upon the giving of three months notice in writing to the other and that the monthly charge shall be pro-rated as of the date of such termination.
8. If this agreement is terminated for any reason, the City may require the Township to remove any or all of the said equipment, hardware, devices and accessories at the sole cost and expense of the Township and the Township agrees to pay for any damages caused in the said removal or to pay the cost of the expenses incurred by the City in restoring its equipment or facilities to the condition that they were in before the execution of this agreement.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first herein before written.

THE CORPORATION OF THE CITY OF
SAULT STE. MARIE

MAYOR - STEPHEN E. BUTLAND

CLERK - DONNA P. IRVING

THE CORPORATION OF THE
TOWNSHIP OF PRINCE

REEVE - DAVID EDGAR

CLERK-TREASURER - RACHEL
TYCZINSKI