

**STAFF REPORT: Finance & IT Services**

C.3



**REPORT TO:** Finance & Administration  
**MEETING DATE:** September 11, 2012  
**REPORT NO.:** FIT.12.53  
**SUBJECT:** Wireless Network Agreement with Grey County  
**PREPARED BY:** Cathy Bailey, IT Coordinator

**A. Recommendations**

THAT Council receive Staff Report FIT.12.53 Wireless Network Agreement with Grey County for information purposes; and,

THAT Council authorize the Mayor & Clerk to execute the Agreement as approved by the Director of Finance & IT Services and the Town's Solicitor.

**B. Background**

The County of Grey IT Department (the County) recently requested that the Town enter into an agreement to allow the County to use the Town's wireless network infrastructure. In consultation with a team of staff members from the Town, including staff from Finance & IT, Engineering, Fire, as well as the Town Solicitor, a five (5) year agreement has been drawn up to address the following:

- The Town will install and maintain wireless network equipment connecting the Thornbury Water Tower (the Tower) to the County Works Depot on Grey Road 40 (County Depot).
- The Town will provide access to County IT staff to the Craigleith Fire Hall (Fire Hall), in order to provide a connection to the new County EMS office.
- The Town will allow the County to share network bandwidth from the Fire Hall to the Tower, thereby providing a connection from the new County EMS office to the County network.
- The Town will provide access to County IT staff to the base of the Tower, in order to allow the County to maintain their fibre optic cable and network switches at the base of the Tower.

The agreement also addresses issues such as access to Town facilities, access to County facilities, hours of access, hours of support and termination of the agreement (see attached).

**C. The Blue Mountains' Strategic Plan**

Providing a strong, well managed municipal government.

**D. Environmental Impacts**

N/A

## **E. Financial Impact**

The agreement has the following financial impact:

- The County agrees to pay the Town a license fee of \$300 per month plus tax, for the full five year term.
- The County agrees to reimburse the Town for any costs incurred to install and maintain the equipment connecting the Tower to the County Depot, as well as the equipment at the Fire Hall and the Tower.

## **F. In Consultation With**

Robert Cummings, Director Finance & IT Services  
John Caswell, Manager Water & Wastewater Services  
John Metras, Solicitor  
Sherri Adams, Manager Purchasing  
AJ Lake, Deputy Fire Chief  
Geoff Hogan, Director IT, County of Grey

## **G. Attached**

1. Wireless Network License Agreement between The Corporation of the Town of The Blue Mountains and the Corporation of the County of Grey.

Respectfully submitted,

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Cathy Bailey, IT Coordinator

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Robert Cummings, CMA  
Director of Finance & IT Services

For more information, please contact:

Cathy Bailey  
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519-599-3131 x. 257

Robert Cummings  
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519-599-3131 x. 245

**WIRELESS NETWORK LICENSE AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012

BETWEEN:

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS**  
(herein called the "Town") OF THE FIRST PART  
and

**THE CORPORATION OF THE COUNTY OF GREY**  
(herein called the "County") OF THE SECOND PART

WHEREAS the Town is the owner of the properties described in Schedule "A" attached hereto and forming a part of this Agreement;

AND WHEREAS the County is desirous that the Town install and maintain wireless network equipment (herein called the "Works Equipment") to provide network services to 827489 GREY ROAD 40 in the Town (herein called the "Works Site");

AND WHEREAS the County is desirous of using the base of the water tower at TOWN PLOT PARK PT LOT 8; ALICE W/S RP 16R696 PART 2 in the Town (herein called the "Water Tower") to host an equipment box, cabling, fibre optic cable and any other equipment (herein called the "Water Tower Equipment") required to connect the Grey County network to the Town network;

AND WHEREAS the County is desirous of using a portion of the Town's network bandwidth from the Water Tower to PLAN 1065 PT LOT 2 (herein called the "Craigleith Fire Hall") to provide network services to PLAN 1065 PT LOT 2 (herein called the "EMS Site");

AND WHEREAS the County is desirous of installing equipment in the Craigleith Fire Hall in order to provide network services to the EMS Site (herein called the "EMS Equipment");

AND WHEREAS the Town is agreeable to allow the County to install and maintain the Water Tower Equipment, in accordance with the terms and conditions of this Licence Agreement (herein called the "Agreement");

AND WHEREAS the Town is agreeable to install and maintain the Works Equipment, in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Town is agreeable to share a portion of the Town's network bandwidth from the Water Tower to the EMS Site, in accordance with the terms and conditions of this Agreement;

AND WHEREAS the Town is agreeable to allow the County to install and maintain the EMS Equipment at the Craigleith Fire Hall;

NOW THEREFORE in consideration of the fees, covenants and agreements herein contained and hereby assumed the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

1. INSTALLATION

- a. The Town agrees to install the Works Equipment in accordance with the terms and conditions of this Agreement.
- b. The Town grants access to County staff and contractors to the Craigleith Fire

Hall to allow the County to connect the EMS Site to the Town's wireless network, in accordance with the terms and conditions of this Agreement.

- c. The Town grants access to County staff and contractors to the Water Tower to connect the EMS Site and Works Site to the County network, in accordance with the terms and conditions of this Agreement.
- d. The Town agrees to share network bandwidth between the Water Tower and the Craigleith Fire Hall in order to provide network services to the EMS Site, in accordance with the terms and conditions of this Agreement.

## 2. TERM

The term of this Agreement shall be five (5) years commencing on September 1, 2012 (herein called the "Commencement Date") and ending on August 31, 2017 (herein called the "Term").

## 3. FEES

The County agrees to pay the Town a license fee of THREE HUNDRED DOLLARS (\$300.00) per month plus tax. Payments are to be made on an annual basis and are due on September 1 annually, starting with the Commencement Date.

## 4. INSTALLATION AND MAINTENANCE COSTS

- a. Works Site - the County agrees to reimburse the Town for any costs incurred to install and maintain the Works Equipment. All installation, operation and maintenance of the Works Equipment shall be performed by the Town's agents, employees, or contractors. The County agrees to be responsible for removal of the Works Equipment at the Works Site, if it is deemed unnecessary.
- b. Water Tower and EMS Site- the County agrees to pay directly for any costs incurred to install, operate, maintain and remove the Water Tower Equipment and the EMS Equipment.

## 5. OPTION TO EXTEND

Subject to paragraph 12, provided the County is not in breach of this Agreement at the expiry of the term, the County shall have an option to extend the term (herein called the "Option to Extend") for a further term of five (5) years (herein called the "Extended Term") upon the same terms and conditions as contained in this Agreement, except the right to further renewals. The County shall give notice in writing to the Town no later than ninety (90) days prior to the date of expiry of the Term or the Extended Term to exercise the Option to Extend.

## 6. GREY COUNTY WORK

- a. The County shall, at its own expense and risk, at the Water Tower and at Craigleith Fire Hall, install, attach, repair, reconfigure, replace, operate and maintain the Water Tower Equipment and the EMS Equipment in a good and workmanlike manner. Upon the expiration or earlier termination of this Agreement, the County agrees to repair at the County's cost and expense to the reasonable satisfaction of the Town, all damages, structural or otherwise, save and except for reasonable wear and tear, that may be caused to the Water Tower and Craigleith Fire Hall by reason of the installation, attachment, repair, reconfiguration, replacement, maintenance, operation or removal of the Water Tower or EMS Equipment.
- b. The Town agrees that the Water Tower Equipment and EMS Equipment shall not become fixtures but shall be and remain the property of the County and may be removed from the Water Tower and Craigleith Fire Hall at any time from time to time by the County during the Term or any Extended Term or

within thirty (30) days after expiration or early termination of this Agreement, so long as the County makes good any damage caused by such removal, reasonable wear and tear excepted. If the County fails to remove the Equipment within thirty (30) days after the expiration or early termination of this Agreement, the Equipment, at the Town's option shall become the property of the Town or shall be removed from the Water Tower and Craigleith Fire Hall by the Town at the County's expense.

## 7. ACCESS TO TOWN FACILITIES

- a. The Town shall provide to the County, its agents, employees or contractors right of access to the Craigleith Fire Hall and the Water Tower during normal business hours (8:30 am to 4:30 pm Monday to Friday, save and except statutory holidays), to enable the County, its agents, employees or contractors to install, reconfigure, attach, repair, operate, maintain and replace the Water Tower and EMS Equipment, including but not limited to connecting its Equipment to the public utilities. Due to safety and security considerations, access keys to the Craigleith Fire Hall and the Water Tower shall not be provided by the Town to the County and the County shall only have access to the Water Tower and Craigleith Fire Hall when accompanied by an employee of the Town.
- b. The County shall provide the Town with twenty four (24) hours notice of any requirement to access Water Tower or EMS Equipment.
- c. The County is responsible to ensure that appropriate Health and Safety Policies and Procedures, as well as WSIB coverage, are in place for all employees, agents and contractors who have access to Town facilities. The County is also responsible to ensure that appropriate qualification certificates have been received and are on file for their employees, agents and contractors. At the Town's written request, this information shall be made available.
- d. Where available, the County, its agents, employees and contractors shall have the use of and access to the existing access driveway and parking located at the Water Tower and Craigleith Fire Hall.
- e. Prior written approval from the Town's IT Department must be provided before equipment is installed or removed by the County at the Water Tower or Craigleith Fire Hall.

## 8. ACCESS TO COUNTY FACILITIES

The County shall provide to the Town access to the Works Site, to enable the Town, its agents, employees and contractors to install, reconfigure, attach, repair, operate, maintain and replace the Works Equipment, including but not limited to connecting the equipment to the public utilities. Due to safety and security considerations, access keys to the Works Site shall not be provided by the County to the Town and the Town shall only have access to the Works Site when accompanied by an employee of the County.

## 9. SUPPORT

The Town shall provide to the County IT Department technical support for the EMS Site and Works Site during normal business hours (8:30 am to 4:30 pm Monday to Friday, save and except statutory holidays). The County shall provide the Town with a list of authorized callers from the County IT Department. Technical support shall be provided only to the list of authorized callers.

## 10. MAINTENANCE

The Town reserves the right at any time to perform maintenance and emergency repairs at any of its wireless network sites, including the Water Tower, Craigleith Fire Hall and the Works site. The Town shall notify the County of any expected network downtime,

where possible, with 24 hours notice.

#### 11. ELECTRICITY

The County shall have the right to connect to and draw power from the Town's electrical power supply at the Craighleith Fire Hall and Water Tower at no additional charge.

The Town shall have the right to connect to and draw power from the County's electrical power supply at the Works Site at no charge.

#### 12. DEFAULT

If the County at any time during the Term or an Extended Term defaults in providing the Services required under this Agreement, or fails, or neglects to fully perform, observe and keep all the covenants, terms and conditions herein contained, the Town shall give the County written notice of such default and the County shall correct such default within fifteen (15) days after receipt thereof and if the default remain outstanding on the sixteenth (16<sup>th</sup>) day, the Town may terminate this Agreement forthwith, except in the event that such default reasonably requires more than fifteen (15) days to correct, in which case the County shall have a reasonable time to cure such default.

#### 13. TERMINATION

It is agreed and understood that the County may terminate this Agreement at any time, for any reason whatsoever, by giving thirty (30) days prior written notice thereof to the Town. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement.

It is agreed and understood that the Town may terminate this Agreement at any time for any reason whatsoever by giving ninety (90) days prior written notice to the County. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement.

#### 14. INSURANCE AND INDEMNITY

The County shall, during the Term and any Extended Term, keep in full force and effect a policy of Insurance satisfactory to the Town, naming the Town, its employees and agents as an additional named Insured, in which the limit of Commercial General Liability Insurance shall not be less than five million dollars (\$5,000,000.00) per occurrence or accident. The County shall prepare an Initial Insurance certificate and produce annual Insurance certificates.

The County shall indemnify and save harmless the Town and its employees, elected officials, officers, contractors, sub-contractors, servants and agents completely harmless from and against all costs, actions, suits, expenses and liabilities directly or indirectly arising from or in any way connected with a breach by the County of its obligations under this Agreement or the use of the Property and the Tower by the County or both.

The Town shall not be liable for any costs incurred or losses or damages suffered by the County for interruption of communications caused by fires, severe weather conditions, electrical outages or other natural catastrophes or for any cause whatsoever which is beyond the reasonable control of the Town.

#### 15. MODIFICATION

No change or modification to this Agreement shall be valid unless it is in writing and is duly executed by both parties hereto.

16. NOTICE

Any notice required by this Agreement shall be made in writing and shall be considered given or made on the day of delivery if delivered before 4:30 pm by facsimile or by personal delivery upon the Town Clerk or any officer of the County, or three (3) business days after the day of delivery if sent by prepaid registered mail upon the Town, addressed as follows:

Town of The Blue Mountains  
32 Mill Street  
Thornbury, ON N0H 2P0  
Attention: Town Clerk  
Facsimile: (519) 599-7723

And in the case of the County to:

The Corporation of the County of Grey  
595 9<sup>th</sup> Avenue East  
Owen Sound, ON N4K 3E3  
Attention: County Clerk  
Facsimile: (519) 376-8998

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

17. BINDING AGREEMENT

The Town covenants that it has good right, full power and absolute authority to grant this licence to the County and this Agreement shall be binding upon and shall inure to the benefit of the parties hereto.

18. THIRD PARTY

The County shall not assign any of the rights under this Agreement to a third party.

19. EXECUTION

This Agreement shall not be in force or bind either of the parties hereto until executed by all the parties named herein.

20. CONFIDENTIALITY

The terms of this Agreement and all information issued, disclosed or developed in connection with this Agreement are to be held in strict confidence between the parties hereto. The County, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Town and to take all reasonable precautions for protection of such information from disclosure.

21. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto with respect to the use of the Town's wireless network, the Water Tower, the Craigleith Fire Hall, the Works Site and the EMS Site and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, options to Agreement, representations and information conveyed, whether oral or written, between the parties hereto. The Town acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranties, except such as are expressly set out in this Agreement.

IN WITNESS WHEREOF the said parties hereto have duly executed this Agreement on the dates noted below:

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have the authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF GREY

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I/we have the authority to bind the Corporation



SCHEDULE " A "  
DESCRIPTION OF THE PROPERTY

To the Agreement dated:

Between:

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

-and-

THE CORPORATION OF THE COUNTY OF GREY

- a. All and singular that certain parcel or tract of land and premises described municipally as the Thornbury Water Tower located in Town of The Blue Mountains, Ontario.

The Property being more particularly described as:

TOWN PLOT PARK PT LOT 8; ALICE W/S RP 16R696 PART 2  
Roll Number 4242000018277010000

- b. All and singular that certain parcel or tract of land and premises described municipally as the Craigleith Fire Hall located in Town of The Blue Mountains, Ontario.

The Property being more particularly described as:

PLAN 1065 PT LOT 2  
Roll Number 4242000003166990000