

The Corporation of the Township of Huron-Kinloss



BY-LAW

2022- 191

Being a By-law to Authorize the Signing of a Lighthouse Camera Agreement with Huron Telecommunications Co-operative Limited

WHEREAS Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

AND WHEREAS the Council of The Corporation of the Township of Huron-Kinloss deems it expedient to enter into an Agreement with Huron Telecommunications Co-operative Limited (Hurontel) for the Lighthouse webcam;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That The Corporation of the Township of Huron-Kinloss Council hereby enters into a Agreement with Hurontel which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This By-law may be cited as the "Hurontel Lighthouse Webcam Agreement By-Law".

READ a FIRST and SECOND TIME this 19th day of December, 2022.

READ a THIRD TIME and FINALLY PASSED this 19th day of December, 2022.

Don Murray, Mayor

Jennifer White, Clerk

THIS AGREEMENT is made the 12th day of December, 2022

BETWEEN:

The Corporation of the Township of Huron-Kinloss
Hereinafter called the "Township"
OF THE FIRST PART

AND

Huron Telecommunications Co-operative Limited
Hereinafter called "HuronTel"
OF THE SECOND PART

WHEREAS the Township is the manager of the property, and Parks Canada is the Owner of the property located at Point Clark Lighthouse, (526 Lighthouse Road), in the Township of Huron-Kinloss, in the County of Bruce;

AND WHEREAS HuronTel has been given permission by the Township to install a video camera for the purpose of tourism development inside the top of the Lighthouse overlooking Lake Huron,

AND WHEREAS The Township of Huron-Kinloss is the sole displayer of the imagery from the camera, except for HuronTel privileges as per the following agreement.

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The maintenance agreement is for a term of five (5) years beginning January 1st 2023.

2. Maintenance

HuronTel is solely responsible for paying any and all costs associated with maintaining the camera, cabling, and associated equipment.

RESPONSIBILITIES OF HURONTEL

- a) for the transmission of the refreshed photo every 1-5 minutes to the Huron-Kinloss website
- b) HuronTel is offering service at no cost
- b) HuronTel is responsible for installation at no charge
- c) No additional internet fees will be charged to Huron-Kinloss
- d) HuronTel will support the transmission of photos to Huron-Kinloss Website
- e) HuronTel is permitted to display images from the Camera on HuronTel's Community TV Channel, updated no more often than every 30 minutes
- f) HuronTel will provide two lengths of Cable from the Lighthouse Museum to Oil shed
- g) No additional annual fees, and fees are based on existing internet and phone rates
- h) HuronTel will provide one wifi router required for the Lighthouse buildings, additional access points will be at the standard monthly rates
- i) HuronTel will not store or copy any images beyond 24 hours
- j) HuronTel will acknowledge the Township of Huron-Kinloss on the HuronTel Community TV Channel, by displaying Township of Huron-Kinloss Logo below the photo

RESPONSIBILITIES OF Township

- a) The Township of Huron-Kinloss is responsible for its website and imagery display of the Lighthouse Photo provided every 1-5 minutes
- b) Township staff will clean any debris between camera and interior glass in lighthouse
- c) Township staff will wipe camera dome glass, and lighthouse glass with glass cleaner monthly as required
- d) Township will provide HuronTel staff access to lighthouse buildings as required for maintenance purposes.
- e) Township will install conduit and cabling from Museum to Oil shed
- f) The Township will provide a five port ethernet switch
- g) The Township of Huron-Kinloss will recognize HuronTel's contribution to the project by displaying on their website page with message "Camera Provided by HuronTel" under the photo on the webpage, with the HuronTel Logo
- h) Signage will be installed in a clearly visible location. The signage will advise all persons entering the area that the facility is under video monitoring and will provide a contact for more information.

3. Scheduling of Maintenance

HuronTel shall inform the Township, in writing, when construction (modification) is scheduled to take place that may affect the equipment provided.

4. Reporting

Any issues relating to the safety, quality of imagery or planned service interruption shall be reported to the Township immediately.

5. Insurance

Not Required

6. Notice of Termination

If either HuronTel or the Township wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that effect will be given in writing NOT LESS THAN SIXTY (60) DAYS. HuronTel agrees and acknowledges that a notice to terminate the Agreement as described above shall be delivered or mailed to the offices of the Township at:

The Township of Huron-Kinloss
21 Queen St Box 130
Ripley, Ontario N0G 2R0 Attention: Director of Community Services

The Township agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

Huron Telecommunications Co-operative Limited
60 Queen St PO Box 220

Ripley, ON N0G 2R0
Attention: Ryan McClinchey, General Manager

7. Indemnity

HuronTel agrees to indemnify and save the Township and the Township's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by HuronTel. HuronTel shall respond to any such matter by engaging legal counsel to represent the Township's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

HuronTel is required to indemnify the Township for expenses incurred. If a claim arises, HuronTel shall indemnify the Township to the extent that the Township has not acted with negligence or willful intent.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED
In the presence of

HURON TELECOMMUNICATIONS

Ryan McClinchey, General Manager

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Jennifer White, Clerk
Township of Huron-Kinloss

Don Murray, Mayor
Township of Huron-Kinloss