



# **The Municipal Corporation of the Town of Fort Erie**

## **BY-LAW NO. 5-08**

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### **BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO AN AGREEMENT WITH ROGERS WIRELESS INC. TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REPAIR A CELL PHONE TOWER AT CRYSTAL RIDGE LIBRARY**

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**WHEREAS** Report No. CDS-091-07 was approved at the Council-in-Committee Meeting of October 1, 2007 as follows:

**THAT:**Council authorize staff to proceed with negotiations with Rogers Wireless to replace the cell tower at Crystal Ridge Library; and further

**THAT:**Council authorize Rogers Wireless to hold a public meeting concerning the replacement of the Town; and further

**THAT:**Staff prepare an information report to Council-in-Committee, with recommendations, following the public meeting and results of negotiations with Rogers Wireless, and

**WHEREAS** Report No. CS-01-08 was approved at the Council-in-Committee Meeting of January 14, 2008 as follows:

**THAT:**Council receive this report for information purposes;

**THAT:**The Town enter into an agreement with Rogers Communications to replace the existing tower at Crystal Ridge with a cell phone compatible tower, and

**WHEREAS** Rogers Wireless Inc. shall pay to the Town of Fort Erie an annual fee of Ten Thousand Dollars (\$10,000) to lease the property on which the cell phone tower is constructed, and

**WHEREAS** it is deemed necessary to enter into an agreement with Rogers Wireless Inc. to construct, install, operate, maintain and repair a cell phone tower at Crystal Ridge Library, in a form satisfactory to the Town Solicitor;

**NOW THEREFORE** the Municipal Council of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the Town of Fort Erie enter into an agreement with Rogers Wireless Inc. to construct, install, operate, maintain and repair a cell phone tower at Crystal Ridge Library, for an initial term of five (5) years to be extended for three (3) additional five (5) year extension periods, in a form satisfactory to the Town Solicitor.
2. **THAT** Rogers Wireless Inc. shall pay to the Town of Fort Erie an annual fee of Ten Thousand Dollars (\$10,000) for the initial term of the agreement, to lease the property on which the cell phone tower is constructed.

3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement approved by the Town Solicitor and to affix the corporate seal thereto.
4. **THAT** pursuant to the provisions of Sections 23.1 to 23.5 inclusive of the Municipal Act, 2001, as amended, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections solely of an administrative, numerical, grammatical, semantical or descriptive nature or kind to this by-law or its schedules as such may be determined to be necessary after the passage of this by-law.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 21<sup>ST</sup> DAY OF JANUARY, 2008.**



**MAYOR**



**CLERK**

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 5-08 of the said Town. Given under my hand and the seal of the said Corporation this day of \_\_\_\_\_, 200 .

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