



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

**BY-LAW NO. 104-2000**

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**BEING A BY-LAW TO ACCEPT A PROPOSAL FOR WIRELESS  
NETWORK LINK TO MUNICIPAL FACILITIES (L04.923)**

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**WHEREAS** proposals were invited for a wireless network system to link the Municipal Centre with the Gibson Centre and library, and

**WHEREAS** proposals were received from the following:

MicroAge Niagara	\$ 27,500.00 plus taxes
PacketWorks	\$ 39,590.00 plus taxes

**WHEREAS** Report No. F-18-2000 was approved at the Council-in-Committee meeting of May 1, 2000 accepting the proposal for the purchase and installation of the wireless computer links to Town facilities from MicroAge Niagara in the amount of \$27,500.00 plus taxes, and

**WHEREAS** it is deemed desirable to accept this proposal and enter into an agreement for this service;

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

1. **THAT** the proposal received from MicroAge Niagara in the amount of \$27,500.00 plus taxes for the purchase and installation of wireless computer links to Town facilities be and it is hereby accepted and approved.
2. **THAT** the entry into an agreement with MicroAge Niagara for the aforesaid product and services in the form of Schedule "A" annexed hereto to this by-law be and it is hereby authorized and approved.
3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement in the form of Schedule "A" annexed hereto and to affix the corporate seal thereto.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th  
DAY OF MAY, 2000.**

**MAYOR**

**CLERK**

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 104-2000 of the said Town. Given under my hand and the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**SCHEDULE "A" TO BY-LAW NO. 104-2000**

Agreement made in triplicate this                      day of                      , 2000.

**B E T W E E N:**

**THE CORPORATION OF THE TOWN OF FORT ERIE**  
**(hereinafter called the "Town")**

**OF THE FIRST PART;**

**- AND -**

**ST. CATHARINES TECHNO SOLUTIONS INC. carrying on**  
**business as MICROAGE NIAGARA**  
**(hereinafter called the "Supplier")**

**OF THE SECOND PART;**

**WHEREAS,**

1. The Town is desirous of providing a wireless link between the Municipal Centre for the Town of Fort Erie and the Gibson Centre for that Town and between the Municipal Centre for the Town of Fort Erie and the Centennial Branch of the Fort Erie Public Library.
2. The Town has issued invitations to bid for the supply of acquired materials to provide wireless network link between the three aforementioned sites and to provide the necessary installation thereof.
3. The supplier has agreed to provide wireless network link between the Municipal Centre for the Town of Fort Erie, the Gibson Centre for the Town of Fort Erie and the Centennial Branch of the Fort Erie Public Library and to guarantee the successful operation of this wireless network link for a term of one year from the date of the completion of the installation of it for a price of \$27,500.00 plus any applicable taxes.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the governance contained herein the Town and the Supplier mutually agree as follows:

1. The Supplier will supply to the Town the materials listed in Appendix "1" annexed hereto and made part of this agreement in the quantities and for the total amounts as specified in that Schedule.
2. The Supplier will install materials as may be required in each of the Municipal Centre and the Gibson Centre located in the Town and the Centennial Branch of the Public Library in the Town of Fort Erie on or before the 30<sup>th</sup> day of June,



2000 for the sum of \$2,000.00 plus applicable taxes payable by the Town to the Supplier together with the sum of \$25,500.00 plus applicable taxes for the materials set out in Appendix "1" to this agreement for a total payment of \$27,500.00 plus applicable taxes and such payment will be made by the Town to the Supplier on successful completion of the installation of the wireless network link between the Municipal Centre and the Gibson Centre and the Centennial Branch of the Public Library in the Town of Fort Erie.

3. The Supplier guarantees the wireless network link will be free of any material or operational defect and can be successfully operated for a period of                years from the date of the completion of its installation and will supply free of charge to the Town any necessary replacement material or labour required to maintain the wireless network link throughout that period of time during which the guarantee is in effect.
4. The Town and the Supplier agree each with the other to abide by the wireless link specifications and statement of work annexed to and made part of this agreement as Appendix "2" thereto.
5. To indemnify and save harmless the Town from and against all actions, suits, claims and demands (collectively "claims") of all persons whomsoever which may be brought against or made upon the Town and from all loss, expenses, costs, charges, demands, indemnities and/or liability which may be sustained, paid or incurred by the Town by reason of, arising out of, or in consequence of, this agreement or the operations of the Supplier.
6. To provide, at their own expense, general liability insurance including products liability for the sum of \$2,000,000.00 insuring the Town in respect of any claim or claims for damages, injury or death by reason of, arising out of, or in consequence of, this agreement and the operations of the Supplier and shall include the Town as an additional insured therein.
7. To indemnify the Town against all liabilities, claims, damages or expenses (collectively "claims") arising out of any act or neglect of the Supplier, their servants, employees, agents, invitees or licensees in and about the premises, under the ownership, control or possession of the Supplier as may be used for the project, or arising out of any breach, violation or non-performance by them of any provision of this agreement, including liability for injuries or damage to the persons or property of the Supplier's servants, employees, agents, invitees or licensees.

8. This agreement shall be binding on the parties and their successors, administrators and assigns.

**IN WITNESS WHEREOF** the Mayor and Clerk of the Corporation of the Town of Fort Erie have hereunto set their hands and affixed the Corporate Seal and the Supplier have hereunto set their corporate seal duly attested to by the hands of the proper officers duly authorized in that behalf.

**SIGNED, SEALED AND DELIVERED**  
**In the Presence of**

**THE CORPORATION OF THE**  
**TOWN OF FORT ERIE**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CLERK**

**MICROAGE NIAGARA**

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**WITNESS**

## APPENDIX "1" TO SCHEDULE "A" TO BY-LAW NO. 104-2000

### MICROAGE NIAGARA - MATERIALS LIST

#### Municipal Centre

- ◆ Quantity 1 – Antenna mount to existing tower
  - ◆ Quantity 1 – Aironet (Cisco) BR500 Bridge
  - ◆ Quantity 1 – Aironet (Cisco) 12dBi Omni Antenna
  - ◆ Quantity 1 – Wade 125' LMR 900 Cable
  - ◆ Quantity 1 – Wade Lightning Arrestor
  - ◆ Quantity 2 – TNC-N Adapter Cable
  - ◆ Quantity 1 – Cisco 1605R with IP/IPX feature set
- \$7,650.00**

#### Gibson Centre

- ◆ Quantity 1 – Roof Mounted Tripod w/20' mast
  - ◆ Quantity 1 – Aironet (Cisco) BR500 Bridge
  - ◆ Quantity 1 – Wade 2x4 23dBi Parabolic Dish Antenna
  - ◆ Quantity 1 – Wade 50' LMR 400 Cable
  - ◆ Quantity 1 – Wade Lightning Arrestor
  - ◆ Quantity 1 – TNC-N Adapter Cable
  - ◆ Quantity 1 – Cisco 1605R with IP/IPX feature set
- \$7,700.00**

#### Library Centennial Branch

- ◆ Quantity 1 – DMX68, self supporting tower 68' w/concrete base
  - ◆ Quantity 1 – Aironet (Cisco) BR500 Bridge
  - ◆ Quantity 1 – Wade 2x4 23dBi Parabolic Dish Antenna
  - ◆ Quantity 1 – Wade 100' LMR 600 Cable
  - ◆ Quantity 1 – Wade Lightning Arrestor
  - ◆ Quantity 1 – TNC-N Adapter Cable
  - ◆ Quantity 1 – Cisco 1605R with IP/IPX feature set
- \$10,150.00**

**\$25,500.00**

**Plus Applicable Taxes**



## Wireless Link Specifications and Statement of Work

### Overview

The Town of Fort Erie needs to install a WAN connection between the Town Hall and the Centennial Branch of the Fort Erie Public Library and the Gibson Centre (Operations Yard). To this end, staff has proposed a wireless non-licensed system. The selected contractor will be repressible for specifying, providing, installing and testing the new system subject to approval by town and library staff. Depending on the value of the quote, approval of Municipal Council may also be needed.

### Environment

The Town hall is located on Garrison Rd / Highway 3 at 1 Municipal Centre Drive. The library branch is located on at 136 Gilmore Street near Central Avenue. The Gibson Centre is located 3 Km distant from the town hall at 1818 Pettit Rd near the Gilmore exit of the Queen Elizabeth highway. Located at the Town Hall is a 35 meter radio tower used for the public works radio system. The Gibson Centre is approximately 6 meters in height.

Fort Erie Town Hall	42 54 13 N 78 58 25 W
Fort Erie Library Centennial Branch	42 55 16 N 78 55 08 W
Fort Erie Gibson Centre	42 55 33 N 78 58 01 W

Both the town's and the library's current computer networks are based on the 10BaseT standard running at 10 Mb/sec. There are some 100BaseT networks located at the Town hall. Both TCP and IPX protocols are used to support various applications.

After researching various wireless non-licensed systems and for compatibility reasons the Town of Fort Erie prefers to use the Wi-LAN product. Other equipment will be considered if it can be demonstrated that it has superior technical and financial factors.

### Specifications and Statement of Work

The Town of Fort Erie will provide the following goods or services:

- Network jack and cable in the room where the radios are to be located.
- Electrical power and an UPS in the room where the radios are to be located.
- An information session to show the facilities
- Assistance as needed during the installation

**The contractor will provide the following goods or services.**

The wireless system proposed, without any additional costs must be:

- Unlicensed and using the 2.4 Megahertz or higher frequency radios
- able to operate in Canada
- quoted with antennas as needed (one omni and two directional) and cabling
- rated at 2 Mb/Sec bandwidth minimum, preferably faster
- capable of multi-point operation
- capable of link distances of 10Km
- capable of bridging all network packets
- capable of operation without interfering with existing systems
- able to support at least 1024 network addresses
- able to support a 10baseT or 100baseT network connection
- support for the first year after installation

**The statement of work is as follows:**

- Path study between the Town Hall and the Gibson Centre
- Path study between the Town Hall and the library branch
- Setup and installation of a high gain Omni antenna and cabling on the current radio tower at the town hall.
- Setup and installation of the directional antenna and cabling at the Gibson Centre. If needed specifications for a tower or mast. Depending on costs the Town of Fort Erie may elect to construct the tower or mast to the vendors' specifications.
- Setup and installation of the directional antenna and cabling at the library branch. If needed specifications for a tower or mast. Depending on costs the Town of Fort Erie may elect to construct the tower or mast to the vendors' specifications.
- Setup, installation and testing of the wireless bridges/routers in a stand alone mode
- Final testing and integration of the wireless system with the Town of Fort Erie's current network

**Optionally, the vendor may quote on further items:**

- The cost of higher bandwidth endpoints