

THIS AGREEMENT made in duplicate this 13th day of November , 1992,
and authorized by By-law No. 92-281 of the City of St. Catharines.

B E T W E E N :

THE CORPORATION OF THE CITY OF ST. CATHARINES

hereinafter called "St. Catharines"

of the FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter called "Pelham"

of the SECOND PART.

WHEREAS Section 207 (1) of the Municipal Act, R.S.O. 1990, Chapter M.45 provides that by-laws may be passed by the councils of all municipalities for entering into agreements with any other municipality or person for the use of fire fighting equipment, or any of it, of the municipality or of such other municipality or person upon such terms and conditions and for such consideration based on cost, as may be agreed upon, provided that notwithstanding the provisions of any such agreement, no liability accrues to the municipality or person for failing to supply the use of the fire fighting equipment, or any of it;

AND WHEREAS Section 210 (31) of the said Municipal Act provides inter alia that by-laws may be passed by council for the provision of fire fighting and fire protection services and for establishing operating, promoting and regulating life and property saving companies, and that such powers may be exercised jointly by two or more municipalities;

AND WHEREAS St. Catharines has agreed to receive, process by means of computer aided dispatch service and retransmit all emergency fire related calls to Pelham;

AND WHEREAS Pelham has agreed to pay the base amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) plus \$1.20 per capita for the said services, the said amount to be adjusted yearly based on the rate of inflation/deflation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. St. Catharines agrees to provide Pelham with Computer Aided Fire Dispatch Service and required back up operations, in perpetuity, the said service commencing on the first day of January, 1993, and thereafter to be continued on a yearly (12 month) basis until the option to terminate is exercised.

2. Pelham agrees that it shall be responsible for the following:

(a) Pelham shall pay to St. Catharines an annual base amount of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS plus \$1.20 per capita for the services outlined herein to be provided to Pelham. The said amount shall be phased in over three years on the following basis:

Year 1 \$28,000.00

Year 2 \$34,000.00

Year 3 \$39,916.00 which is the base amount of \$25,000.00 plus \$1.20 per capita

The said base amount of \$25,000.00 plus \$1.20 per capita shall be adjusted annually, by (a) population to be calculated by using the current population of Pelham by using the most recent municipal directory published by the Ministry of Municipal Affairs (or in the event that the said publication ceases to be published on any other agreed-upon publication), for the previous year, and further adjusted by, (b) the rate of inflation/deflation to be calculated by using the "Consumer Price Index" published for January of the previous year.

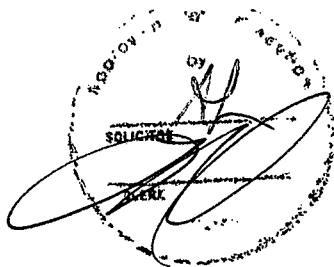
Pelham shall pay St. Catharines in the following manner:

- (i) For the period January 1, 1993, to December 31, 1993, the said amount of \$28,000.00 in four equal payments of \$7,000.00 paid every three months.
 - (ii) Pelham shall pay the annual amount in Year 1 (1993) of \$28,000.00, Year 2 (1994) of \$34,000.00 and Year 3 (1995) the base price \$25,000.00 plus \$1.20 per capita, as adjusted, (by using information from the year 1994), in four equal payments on or before the following dates, January 1st, April 1st, July 1st and October 1st in each and every year during the term of this agreement. The first payment shall be made on or before January 1, 1993.
- (b) (i) Pelham shall provide and maintain sufficient number of modems, terminals and printers to receive the transmittals from St. Catharines, and one telephone line specifically assigned to or dedicated to each station printer and terminal which is to receive the said data transmission. Further, Pelham shall be required to provide and maintain the said equipment in good working order at all times.
- (ii) On forms provided by St. Catharines, Pelham shall be responsible for the provision to St. Catharines of accurate data required to input into the computer aided fire dispatch service system and backup systems, prior to the commencement of the said agreement.
- (iii) Further, Pelham shall be responsible for updating all the said information as changes occur. The updates shall include but shall not be limited to information pertaining to streets, hydrants, municipal addressing, equipment, station and other required information as stipulated on the required forms in order to assure accurate dispatching of fire emergency calls. The appropriate blank forms for updating the computer aided dispatch and backup systems shall be provided by St. Catharines.

5. The parties agree that if any matter or fact relating to or connected with this agreement materially changes, then the parties to this agreement may renegotiate its terms at the request of either party.
6. Both parties agree that each of them has the right to terminate the said agreement upon giving the other six months' written notice.
7. St. Catharines shall not in any event whatsoever be liable or responsible in any way for any personal injury or death or other damages which may be suffered or sustained by Pelham or any employee or resident of Pelham or other residents outside of Pelham, or for any loss of or damage or injury to any property belonging to Pelham, their employees, agents or residents due to the cause of failure of the said computer aided fire dispatch services.
8. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED



) THE CORPORATION OF THE CITY
) OF ST. CATHARINES

) John L. Smith
) MAYOR

) [Signature]
) CLERK

) THE CORPORATION OF THE TOWN OF PELHAM

) David Collins
) MAYOR

) Mary Hackett
) CLERK