

THIS AGREEMENT made in duplicate this       day of       , 1997 and authorized  
by By-law No. 97-303 of the City of St. Catharines

B E T W E E N :

THE CORPORATION OF THE TOWN OF PELHAM  
(hereinafter called "the Town")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF ST. CATHARINES  
(hereinafter called "the City")

OF THE SECOND PART

WHEREAS the Town is the registered owner of certain lands in the Town of Pelham,  
in the Regional Municipality of Niagara, municipally known as Pelham Station 1,  
located at 177 Highway No. 20 West, hereinafter called "the premises";

AND WHEREAS the City represents that it offers fire dispatch services for a  
number of municipalities throughout the region and requires use of Pelham's  
premises for purposes of installation of a second tower site for regional  
dispatching;

AND WHEREAS the City has requested the Town to grant to it a license for the  
purposes of using the premises for the purposes of operating a second tower site  
for regional dispatching by the City of St. Catharines, hereinafter called "the  
license";

AND WHEREAS the Town is willing to grant the license to the City on certain terms  
and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the signing of

this agreement the mutual covenants and agreements contained herein, and the sum of Twelve Hundred Dollars (\$1,200.00) per year, the parties hereto mutually covenant and agree as follows:

1. The Town hereby grants permission by way of license to the City for a term to be at the pleasure of Council of the Town, provided that the use of such license be pursuant to the provisions of this agreement. The term of this license is at pleasure commencing on the first day of October, 1997. The City agrees that it shall pay to the Town a monthly fee of One Hundred Dollars (\$100.00) and that the amount shall be payable quarterly, payable on the first day of every fourth month during and for the period of this agreement.

2. The Town hereby grants permission by way of license to the City for the City to use the Town's existing tower site located at Pelham Station No. 1, on Highway 20 as a second tower site for regional dispatching by the City. Further, the Town grants permission to the City the right of access for purposes of installation and maintenance to the said site for the purposes of carrying out the intention of this agreement.

3. The parties agree that the Town shall supply at the said site, the following:

Space for the base station and related equipment,  
Power to the base station,  
Back up generator power on automatic switch over and lightning arrester equipment, and  
Full maintenance of the said site and tower.

4. Both parties agree that each shall be responsible for maintaining their own insurance.

5. The City agrees that it shall not interfere with the operation of the Town's station while installing and maintaining the said tower site.

6. The parties agree that during the term of the said agreement each party shall have the right to terminate the said licence by the giving of twelve (12) months' written notice to the other by prepaid registered mail.

Notice to the Town of Pelham shall be addressed as follows:

The Corporation of the Town of Pelham  
P. O. Box 400  
Fonthill, Ontario  
L0S 1E0

ATTENTION: Town Clerk

Notice to the City of St. Catharines shall be address as follows:

The Corporation of the City of St. Catharines  
City Hall, 50 Church Street  
P. O. Box 3012  
St. Catharines, Ontario  
L2R 7C2

ATTENTION: City Clerk

Upon termination the Town agrees that the City shall be entitled, if not in default, to remove whatever fixtures and equipment it has installed at the said premises.

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

SIGNED, SEALED AND DELIVERED  
in the presence of

THE CORPORATION OF THE CITY OF  
ST. CATHARINES

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF PELHAM

MAYOR

CLERK