

THE CORPORATION OF THE  
T O W N   O F   P E L H A M  
BY-LAW NO. 2040 (1998)

**Being a by-law to authorize the Mayor and Clerk to enter into  
a Government Authorized Requester Agreement with Her  
Majesty The Queen in Right of the Province of Ontario, as  
represented by the Ministry of Transportation.**


WHEREAS the Council of the Corporation of the Town of Pelham deems it  
desirable to enter into a Government Authorized Requester Agreement with Her Majesty the  
Queen in Right of the Province of Ontario, as represented by the Ministry of Transportation;


NOW THEREFORE THE CORPORATION OF THE TOWN OF PELHAM  
ENACT AS FOLLOWS:

(1)            THAT the Agreement attached hereto and made part of this By-law between  
Her Majesty the Queen in Right of the Province of Ontario, as represented by the Ministry  
of Transportation and the Corporation of the Town of Pelham be and the same is hereby  
approved.

(2)            THAT the Mayor and Clerk be and each of them is hereby authorized and instructed  
on behalf of the Corporation of the Town of Pelham to execute the said agreement and the  
Clerk is hereby authorized to affix the Corporate Seal thereto.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
19TH DAY OF OCTOBER, 1998 A.D.

  
MAYOR

  
CLERK

THIS AGREEMENT MADE IN DUPLICATE THE FIRST DAY OF JULY, 1998.

## GOVERNMENT AUTHORIZED REQUESTER AGREEMENT

THIS AGREEMENT made

BETWEEN:

**Her Majesty the Queen** in Right of the Province of Ontario as represented by the Minister of Transportation,

(hereinafter referred to as the "**Ministry**"),

- and -

**Town of Pelham (9595)**, a Municipality in the Province of Ontario

(hereinafter referred to as the "**Municipality**").

**WHEREAS** the **Ministry** maintains computer databases containing residential address information pertaining to the registered holders of motor vehicle licence plates, (herein referred to as "Information Products");

**AND WHEREAS** the **Municipality** requires access to the Information Products for the purpose of commencing a legal proceeding against a registered licence plate holder who has committed a parking infraction in contravention of a municipal parking by-law;

**AND WHEREAS** the **Ministry** shall permit the **Municipality** access to the **Ministry's** Information Products subject to the terms and conditions of this Agreement;

**NOW THEREFORE** the **Ministry** and the **Municipality**, in consideration of the promised and mutual covenants hereinafter contained, do hereby agree as follows:

### 1.0 **Grant of licence**

#### 1.1 **Grant**

The **Municipality** is granted herein a non-exclusive, non-assignable and non transferable licence to access and use the Information Products, subject to the terms of this Agreement.

#### 1.2 **Title**

The **Municipality** agrees and acknowledges that the **Ministry** owns all right, title and interest in the Information Products and other proprietary rights. This licence is not a sale of any or all of the **Ministry's** right, title or interest of any kind whatsoever.

#### 1.3 **(1) Authorized Use**

The **Municipality** warrants that the Information Products and the information contained therein shall be held in strict confidence for the exclusive use of the **Municipality** and that the **Municipality** shall not use the **Ministry's** Information Products for any purpose except for that which has been approved by the **Ministry**, as follows:

(a) to send to registered licence plate holders notices that are prescribed by law where a legal proceeding has been commenced by the **Municipality** against the registered licence plate holder where it is alleged that the registered licence plate holder has committed an infraction against a parking by-law enacted by the **Municipality**; and

(b) to have Information Products certified by the **Ministry** for legal proceedings where it is alleged that the registered licence plate holder has committed an infraction against a parking by-law enacted by the **Municipality**.

#### (2) The **Municipality** warrants that it has statutory authority under the Municipal Freedom of Information and Protection of Privacy Act for accessing the personal information contained in the Information Products.



**1.4 Data Matching and Data Profiling**

The **Municipality** shall not develop or derive for any purpose whatsoever, any other product in machine-readable form or otherwise, that incorporates, modifies, or uses in any manner whatsoever, any "personal information" obtained from the Information Products. "Personal information" for the purposes hereof shall have the meaning as defined in sub-section 2(1) of the Freedom of Information and Protection of Privacy Act (R.S.O. 1990 c.F.31). In addition, the **Municipality** shall not place any data which was not obtained hereunder, into a database containing Personal Information obtained pursuant hereto, other than as authorized.

**1.5 Individuals not to be contacted**

The **Municipality** shall not contact any individual to whom the Information Products relate, directly or indirectly other than as authorized.

**1.6 Document Destruction**

The **Municipality** shall destroy the Information Products and any copies or portions thereof in its possession within thirty (30) days following completion or fulfilment of the authorized use as set out in Article 1.3 herein.

**1.7 Survival**

The **Municipality** further warrants that such forbearance from use of Information Products shall be binding upon its successors. This Article shall survive the expiry or termination of this Agreement.

**1.8 Applicability of Agreement**

This Agreement shall only apply to parking infraction notices and certificates prescribed by Part II of the Provincial Offences Act or the regulations made thereunder that were issued by the **Municipality** on or after July 1, 1998. This Agreement shall not affect or supersede existing agreements or arrangements between the **Ministry** and the **Municipality** with respect to the licensing of driver and vehicle records that are not subject to this Agreement.

**2.0 Terms**

**2.1 Terms and Renewal**

The term of this Agreement shall be for an Initial Term of 12 months, from the first day of July, 1998 to the thirtieth day of June, 1999, and, thereafter, shall automatically be renewed for an additional term of 12 months following the Initial Term upon the same terms and conditions as set out herein, unless either party provides written notice not less than thirty (30) days prior to the expiration of the Initial Term or any subsequent 12 month term, of its intention to terminate the Agreement.

**2.2 Early Termination**

Despite Article 2.1 herein, this Agreement may be terminated by either party giving to the other party thirty (30) days written notice of termination.

**2.3 Conflict with Privacy Laws**

This Agreement is subject to any restrictions, limitations or provisions enacted by the **Ministry** or the Province of Ontario, which may affect any of the provisions or terms set forth herein, including the right to limit the information included in the Information Products, in any manner. In addition, the **Ministry** shall have the right to cancel this Agreement forthwith, in the event of specific conflict with the provision of any legislation or regulation affecting freedom of information, or protection of privacy.

**3.0 Transmission of Information Products**

**3.1 Transmission of Information Products**

The **Ministry** shall transmit Information Products to the **Municipality** in the manner prescribed in Schedule "A", and such transmission shall be subject to any conditions prescribed therein. Schedule "A" is incorporated into, forms a part of and is subject to the terms and conditions of this Agreement.



#### 4.0 **Fees & Charges**

##### 4.1 **Payment of Amounts**

(1) The **Municipality** shall pay the **Ministry** the following amounts for accessing the **Ministry's** Information Products:

(a) \$8.75 of every allowance of \$11 that the **Municipality** receives for each notice of impending conviction that the **Municipality** issues where a conviction is subsequently obtained under subsection 18.2(6) of the Provincial Offences Act (the allowance is authorized by subsections 12(1), (3), O. Reg. 949 made under the Provincial Offences Act);

(b) subject to clause (2) herein, \$8.75 of every allowance of \$9 that the **Municipality** receives for each fine that it collects in connection with a conviction under section 18.4 of the Provincial Offences Act (deemed not to dispute charge due to failure to appear at the time and place appointed for the hearing) (the allowance is authorized by subsection 12.1(1), O. Reg. 949 made under the Provincial Offences Act).

(2) Where the **Municipality** receives an allowance of less than \$9.00 as authorized by subsection 12.1(1) of O. Reg. 949, it shall not remit the amount specified in clause (b), but instead it shall remit to the **Ministry** any amount it receives in excess of \$0.25, up to the amount of \$8.75.

##### 4.2 **Method and Timing of Payment**

Subject to Article 4.3 herein, the **Municipality** shall remit a payment by cheque which shall be received by the **Ministry** on or before the fifteenth day of each month for the amount prescribed in Article 4.1 herein. The payment that is remitted to the **Ministry** shall be the amount owing to the **Ministry** from the previous calendar month.

##### 4.3 **First Payment**

The **Municipality** shall remit the first payment by cheque to the **Ministry** which shall be received by the **Ministry** on or before October 15, 1998 for the amount prescribed under Article 4.1 herein. The payment that is remitted shall be the amount owing to the **Ministry** that was incurred between July 1 and September 30, 1998.

##### 4.4 **Payment Information**

Any payments owing to the **Ministry** under this Agreement or the Schedules made hereunder shall be made payable to the Minister of Finance/MTO. All payments and any reports that are required to be sent to the **Ministry** under this Agreement or the Schedules made thereunder shall be sent to:

Ministry of Transportation  
Licensing Administration Office  
Attention: Supervisor, Data Access & Control Unit  
2680 Keele St., East Building  
Downsview ON M3M 3E6

#### 5.0 **Records and Reporting**

##### 5.1 **Monthly Report**

The **Municipality** shall duly complete and remit to the **Ministry** a monthly report which is contained in Schedule "B", which forms part of, is incorporated into, and made a part of this Agreement. The signature of the Treasurer or Chief Financial Officer of the **Municipality** shall be affixed to the monthly report. The monthly report shall be remitted to and received by the **Ministry** within fifteen days after the end of each calendar month to which the monthly report corresponds, except that no monthly reports shall be required to be remitted to the **Ministry** for the months of July, August, and September 1998. Where the **Municipality** owes the **Ministry** payment under Article 4.1 herein, the monthly report shall be remitted along with the payment that is owing to the **Ministry**. Where no payment is owing to the **Ministry** under Article 4.1 herein, the monthly report that is remitted shall indicate as such.

5.2 **Annual Report**

The **Municipality** shall duly complete and remit to the **Ministry** an annual report as prescribed in Schedule "C", which is incorporated into, forms a part of, and is subject to the terms and conditions of this Agreement. The first annual report shall be remitted to, and received by the **Ministry** on or before April 15, 1999, and shall contain data corresponding to the period from July 1, 1998, to March 31, 1999. Subsequent annual reports shall be remitted to, and received by the **Ministry** on or before April 15 for each year that the Agreement is in effect, and shall contain data corresponding to the previous fiscal year (defined as from April 1 to March 31) and cumulative data from July 1, 1998.

5.3 **Ministry Reports**

(1) The **Ministry** shall duly complete and send an annual report to the **Municipality** as prescribed in Schedule "D", which is incorporated into, forms part of and is subject to the terms and conditions of this Agreement. The report shall be remitted and received by the **Municipality** on or before May 1<sup>st</sup> of each year that the Agreement is in effect, and the data contained in each report shall correspond to the previous fiscal year (defined as from April 1 to March 31), except for the first annual report which shall correspond to the period from July 1, 1998, to March 31, 1999.

(2) The **Ministry** shall duly complete and send a report to the **Municipality** on or before the end of the Initial Term of the Agreement which shall monitor the performance of the subject matter prescribed by this Agreement.

5.4 **Records**

The **Ministry** and the **Municipality** shall produce and maintain written records, which shall be sufficient to enable both parties to produce the reports that are prescribed in Schedules "B", "C" and "D".

5.5 **Records Custodian**

Each party shall designate as provided below in writing one or more individuals with appropriate authority as the persons responsible for the compilation and custody of the written records prescribed in Article 5.4 herein. Any such authorized person shall be competent to certify the accuracy and completeness of the written records that the **Ministry**, or the **Municipality**, as the case may be, is required to maintain and produce.

**The Ministry:**

(Title) Supervisor, Data Access & Control

(Telephone Number) (416) 235-4731

**The Municipality:**

(Title) Director of Building & Enforcement Services

(Telephone Number) (905) 892-2607

5.6 **Conflict**

In the event of a conflict between the information contained in the records or reports produced and maintained by the **Municipality**, and the information contained in the records or reports produced and maintained by the **Ministry**, the parties shall resolve the conflict in the manner prescribed by Article 9.10 herein.

5.7 **Account Number**

The **Ministry** shall assign a unique account number to the **Municipality** and the **Municipality** shall use this account number solely for the purpose of identifying itself to the **Ministry** pursuant to this Agreement, including when accessing and obtaining Information Products. The unique account number shall only be used as authorized by the **Ministry**.



## 6.0. **Security and Audit**

### 6.1 **Security**

- (a) The **Municipality** shall maintain the security and integrity of the information and Information Products which it receives , and it shall comply with such security requirements as are from time to time specified by the **Ministry**, which includes keeping the information and Information Products in a physically secure location to which access is restricted.
- (b) The **Municipality** is responsible for the selection, implementation, and maintenance of appropriate security products, tools, and procedures sufficient to meet **Ministry** requirements for protecting Information Products from improper access, loss, alteration, or destruction. The **Municipality** is responsible for implementing tests, as may be necessary, to establish and monitor its own security products, tools, and procedures and to assess their adequacy.
- (c) The **Municipality** warrants that it shall restrict employee/agents access to the information it receives pursuant to this Agreement by requiring all employees who shall have access to such information to enter into and comply with an Employer/Employee/Agent Security Statement ("Security Statement") which is contained in Schedule "E" and which is incorporated into, made a part of, and subject to the terms and conditions of this Agreement. The Security Statement shall bind the **Municipality** and all employees/agents to the terms and conditions set out therein. The **Municipality** acknowledges and agrees that it shall be solely responsible for any failure on its part to bind an employee or agent and to ensure his or her compliance with the Security Statement and it shall indemnify the **Ministry** for any losses or damages which occur as a result of its failure to bind an employee and to ensure his or her compliance with the Security Statement. The **Municipality** shall be required to maintain a copy of all Security Statements that it has entered into for a period of three (3) years from the date when the employee/agent ceases to be an employee/agent of the **Municipality**.
- (d) Subject to the authorized use as set out in Article 1.3 herein, any duplication of address information shall be placed so that the information cannot be viewed by the public and/or non-authorized persons.
- (e) If the **Municipality** is approved to receive residential addresses, the **Municipality** may only disclose residential address information subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (R.S.O 1990, c.M56), as may be amended from time to time.

### 6.2 **Audit**

The **Municipality** shall accommodate electronic or manual audits of the **Municipality** at the discretion of the **Ministry** and on one (1) business day's notice. The **Municipality** agrees to allow on-site audits by the **Ministry** during regular business hours. All records created by, or as a result of this Agreement shall be subject to inspection and audit by the **Ministry** for a period of three (3) years from the date they are created.

## 7.0 **Default**

### 7.1 **Default**

In the event of the default of any of the terms and conditions in this Agreement by the **Municipality** whether by omission or commission, or if an event of default under Article 7.2 herein occurs, the **Ministry** at its discretion, may suspend, cancel or revoke the privileges of the **Municipality** hereunder, forthwith upon delivery of notice in writing to that effect. The **Ministry** may pursue appropriate administrative, civil and/or criminal remedies for default of the Agreement provisions.



## 7.2 **Events of Default**

Default events include, but are not limited to, the following:

- (a) the **Municipality** is merged with or annexed by another municipality;
- (b) the **Municipality** has submitted false or misleading information to the **Ministry** or makes a false representation in this Agreement;
- (c) there is a change in legislation or regulations which affects the terms and conditions of this agreement;
- (d) the **Municipality** fails to meet a term or condition of this Agreement; or
- (e) the **Municipality** has distributed restricted or confidential information to any person for a reason not authorized herein.

## 7.3 **Surrender of Information Products**

Whenever the **Municipality** account is suspended, cancelled or revoked or upon termination of this Agreement, the **Municipality** shall, at the request of the **Ministry**, surrender to the **Ministry** all Information Products and any copies or portions thereof in its possession and all records retained in respect thereof, except those copies required to fulfil its obligations as set out in Article 9.7 herein, not later than the end of the third business day after the date of suspension, revocation, closure, cancellation, expiry or termination as the case may be. The **Municipality** shall continue to remain bound by the non-disclosure provisions hereof which shall survive termination of this Agreement and shall remain in full force and effect.

## 8.0 **Certification of Records**

### 8.1 **Certification by Registrar**

The **Municipality** shall only request that Information Products be certified by the **Ministry** (Registrar of Motor Vehicles) when either the **Municipality** is required to do so for the purpose of legal proceedings or for some other purpose required by law.

### 8.2 **Transmission of Certified Information Products**

The **Ministry** shall transmit to the **Municipality** all Information Products which it has certified in paper format. Despite Schedule "A" of this Agreement, the **Ministry** shall transmit to the **Municipality** all certified Information Products by mail or as otherwise agreed between the Parties.

## 9.0 **General**

### 9.1 **Independent Contractor**

The **Municipality** and its officers, agents and employees shall act on behalf of the **Municipality** and are not officers, agents or employees of the **Ministry**.

### 9.2 **Indemnity**

The **Municipality** agrees to defend, indemnify and hold harmless the **Ministry** and its officers, agents and employees from any and all, actions, damages or losses which may be brought or alleged against the **Ministry**, its officers, agents or employees by reason of the negligent, improper, or unauthorized use or dissemination by the **Municipality** or its officers, agents, or employees, of Information Products furnished to the **Municipality** by the **Ministry**, or by reason of inaccurate or out-of-date information contained in Information Products furnished to the **Municipality** by the **Ministry**. This indemnification shall survive the expiry or termination of this Agreement.

### 9.3 **Limitation of Liability**

The **Ministry** makes no warranty, express or implied, with respect to the Information Products, the accuracy or completeness of information contained therein, or that they shall be fit for any purpose. In no event will the **Ministry** be liable for damages, including any loss of profits or other incidental or consequential damages, arising out of the **Municipality's** use of, or inability to use the Information Products, or delays by the **Ministry**, or from failure to supply Information Products, or from inaccurate or out-of-date information contained therein. This Article shall survive the expiry or termination of this Agreement.



9.4 **Force Majeure**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of that party, including but not limited to: acts of God, acts of war, fires, floods or other disasters, strikes, walkouts, communication line or power failure, or failure, inoperability or destruction of computer hardware, software or firmware (unless by reason of the negligence of a party to this Agreement).

9.5 **Advertising**

Any promotional or informational material related to the **Municipality's** access to the **Ministry's** Information Products shall be accurate and shall be consistent with the terms and provisions of the Agreement and application, and shall contain only factual statements relating to the purpose and conditions of access as set forth in this Agreement. The **Ministry's** name and logo shall not be used without the prior written consent of the **Ministry**.

9.6 **Enforceability**

The parties agree that, as between them, each Information Product request received by the **Ministry** shall be deemed to constitute a memorandum in writing, signed and delivered by or on behalf of the **Municipality** thereof for the purposes of any statute or rule of law that requires a contract to be evidenced by a written memorandum to be signed and/or delivered. Each party acknowledges that in any legal proceedings between them respecting or in any way related to an Information Product, it hereby expressly waives any right to raise any defence of waiver of liability based upon the absence of a memorandum in writing or of a signature.

9.7 **Evidence**

Any computer printout made pursuant to this Agreement shall be considered to be an "original" when maintained in the normal course of business and shall be acceptable by both parties to the same extent and under the same conditions as other business records maintained in documentary form. Each party agrees that any written records required to be kept by either party pursuant to this Agreement shall be admissible in any legal, administrative or other proceedings as prima facie evidence of the accuracy and completeness of their contents in the same manner as an original document in writing. The parties hereby waive any right to object to the introduction of a duly certified permanent copy of such records in evidence.

9.8 **Non-Assignability**

This Agreement is not assignable by the **Municipality**, either in whole or in part, without the prior written consent of the **Ministry**.

9.9 **Notification of Breach**

The **Municipality** shall notify the **Ministry** in writing immediately upon becoming aware that any of the provisions set out in this Agreement have been breached.

9.10 **Objection Procedure**

The parties hereby agree to utilize the following escalation procedure to resolve any issues, disputes or claims which may arise prior to resorting to any arbitration of legal remedies.

In the event of a dispute arising out of or in connection with this Agreement, the parties' contact person shall initially attempt to settle the dispute. If they are unable to do so within two (2) weeks, they shall refer the dispute to their respective senior management who shall have a further two (2) weeks to negotiate the resolution. Failing such resolution, the matter shall be referred to a single mediator mutually agreeable to both parties. Any decision of such mediator shall be a recommendation for resolution of the dispute but shall not be binding on a party without its consent.



9.11 **Notices**

Except where otherwise specified herein, any notification to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery, or sent by electronic facsimile, or mailed by a prepaid registered mail or delivered by courier service. The **Municipality** shall notify the **Ministry** within ten (10) working days of any change of address or contact person. Subject to change by either party with written notice, notices shall be addressed as follows:

**To the Ministry:** Licensing Administration Office  
Ministry of Transportation  
2680 Keele Street  
Main Floor, East Building  
Downsview ON M3M 3E6

Attention: Co-ordinator  
Business Information Services

Tel: (416) 235-4832  
Fax: (416) 235-4414

**To the Municipality:**

Town of Pelham  
Box 400, 20 Pelham Town Sq.  
Fonthill ON L0S 1E0

Attention: Ernie Cronier

Tel: (905) 892 - 2607

Fax: (905) 892 - 5055

Notices shall be deemed to have been effectively given on the date of personal delivery, the date of electronic facsimile transmission or the date of delivery by courier service, or in the case of service by registered mail five (5) days after the date of mailing.

9.12 **Waiver**

Failure of the **Ministry** to complain of any act or failure to act of the **Municipality**, or to declare the **Municipality** in default, shall not constitute a waiver by the **Ministry** of its rights under this Agreement. No waiver of any rights under this Agreement shall be effective unless in writing, duly executed by the **Ministry**.

9.13 **Entire Agreement**

This Agreement, including the Authorized Requester Application and all Schedules attached hereto, constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied, between them. None of the parties shall be bound by any definition, condition, warranty or representation other than as expressly stated in this Agreement. Except as expressly provided herein, this Agreement may be amended or modified only by an instrument in writing executed by each of the parties.

9.14 **Survival of Provisions**

Each provision of this Agreement which, in order to give effect thereto, is required to survive termination of this Agreement, shall do so and shall continue in full force and effect until indicated in writing by the **Ministry**.

9.15 **Jurisdiction of Contract**

A contract created pursuant to this Agreement shall be deemed to have been formed in the Province of Ontario and the rights and obligations of the parties to such contract shall be governed by the laws in force in Ontario.

### 9.16 Interpretation

- (a) Headings are not to be considered part of this Agreement, and are included solely for convenience and are not intended to be full or accurate descriptions of the content of the paragraph.
- (b) In this Agreement, words importing the singular number include the plural and vice versa, words importing the masculine gender include the feminine and neuter genders; words importing persons include individuals, sole proprietors, corporations, partnerships, trust and unincorporated associations.

**IN WITNESS WHEREOF**, each of the parties hereto have executed this Agreement.

**Ministry of Transportation Official**

*W. L. House*  
Director, Licensing and Control

Nov. 2/98  
Date

## Municipality

Murray Buckett  
Name

October 23, 1998  
**Date**

**Title** C.A.O./Clerk



## **SCHEDULE "A": TRANSMISSION OF INFORMATION PRODUCTS**

### **A.1 Transmission of Information Products**

The **Municipality** shall indicate by affixing the signature of an official which is authorized to bind the **Municipality** in the space provided herein by which means of transmission the **Municipality** shall request and receive Information Products. The **Municipality** shall only be able to request and receive Information Products by one means of transmission as prescribed herein. Once the **Municipality** elects to request and receive Information Products by one means of transmission, it shall not be eligible to request and receive Information Products by another means of transmission unless it has received the approval of the **Ministry**.

## **ELECTRONIC DATA TRANSMISSION (EDT)**

### **A.2 Telecommunications Link**

The **Municipality** shall electronically access the **Ministry's** Information Products through a telecommunications link to be established between the **Municipality's** computer and EDT.

### **A.3 Effect of Electronic Requests**

The **Ministry** shall accept the electronic requests for Information Products and shall respond with Information Products. The parties agree that any requests for Information Products made under this Agreement shall be equivalent in effect, in contract and at law, to a request otherwise made on paper medium or otherwise, and transmitted, all in accordance with this Agreement.

### **A.4 EDT and Mailbox**

The **Municipality** shall obtain, install and test at its own expense all the computer equipment, supporting equipment software and services, including communications and mailbox services ("Mailbox") that it shall require in order to send and to receive electronic documents, as contemplated by this Agreement, through EDT.

### **A.5 Receipt and Acknowledgement**

The **Ministry** is hereby deemed to have received the requests for Information Products when the request is received by the **Ministry** at its Mailbox. No request for Information Products or any other document shall be of any legal effect until it is received. The **Municipality** is hereby entitled to an acknowledgement of receipt from the **Ministry** and reasonable efforts to assist when failed communication is detected.

### **A.6 Connectivity Costs**

The **Municipality** shall pay to the **Ministry** all costs associated with use of EDT for electronic access to Information Products in the manner and at the time prescribed by the **Ministry**. The connectivity costs shall include a one time set up fee of \$250.00 for a Personal Computer (PC) connection or \$1,100.00 for a mainframe connection. In addition, there shall be recurring and usage charges for all hardware, software, and services required to connect to and use EDT. No connectivity costs shall be payable to the **Ministry** if the **Municipality** is already able to access Information Products from the **Ministry** by EDT.

### **A.7 Contract Terms and Conditions**

A contract shall be formed between the parties as a result of receipt via the EDT of the request for Information Products and such contract shall contain the information set out in the request for Information Products and shall incorporate and be subject to the terms and conditions of this Agreement.

### **A.8 Data Processing**

The **Municipality** agrees to maintain control of the requests for and receipt of the Information Products from its head office. From this head office, the **Municipality** also agrees to maintain control over all activities related to the authorized use set out in Article 1.3 herein, at all times during the term of this agreement.

### **A.9 EDT Support**

Each of the parties hereto shall:

- designate herein a service co-ordinator who shall be responsible for all issues and communications with the other related to EDT;
- designate herein a technical advisor who shall be the primary contact for technical communications with the other related to EDT;



- inform the other of the names of their service co-ordinator and technical advisor in the space provided herein before any requests for Information Products are made as authorized by this Agreement; and
- promptly inform the other when another individual is assigned to either of these positions.

Additional support personnel may be designated by mutual agreement.

#### **A.10 Authorization**

Each party shall establish such systems or methods of controlling the transmission of its documents as it considers appropriate, and warrants that each document of which it is the sender is duly authorized and binding upon it.

#### **A.11 Incomplete, Inaccurate or Corrupted Requests for Information Products via EDT**

If the **Ministry** reasonably suspects that a request for Information Products via EDT is incomplete, inaccurate, corrupted in transmission, or not intended for it, it shall not respond to the request, pending further clarification by the **Municipality**. The **Municipality** shall promptly re-transmit the request to access and obtain the Information Product or take such other corrective actions as may reasonably be required in the circumstance. All communications initiated pursuant to this Article are at the expense of the **Municipality**.

#### **A.12 Security**

The **Municipality** shall ensure that each employee, representative, or agent has a user identification number (called a "USERID") and a security code to make requests for and receive Information Products under this Agreement. Requests for Information Products which contain a USERID and a security code shall be legally sufficient to verify the identity of the **Municipality** and the authenticity of the request. The **Municipality** shall maintain security procedures to prevent unauthorized use or disclosure of USERID's.

#### **A.13 EDT Failure**

If requests for Information Products or Information Products cannot be sent by EDT because of some failure, both parties agree to attempt to continue normal communications by alternate means and to restore the EDT transmissions promptly.

#### **A.14 Access**

Under normal conditions, it is anticipated that **EDT** may be accessed 24 hours per day, 7 days per week.

#### **A.15 EDT - Immediate:**

Subject to Article A.16 and A.17 herein, it is estimated that 90% of requests for Information Products shall be processed and transmitted to the **Municipality** within 15 seconds of receiving the request for Information Products from the **Municipality**.

#### **A.16 EDT - Immediate Batch:**

An Immediate Batch Transaction means between 2 and 100 requests for Information Products contained in one batch transaction that is received by the **Ministry**. It is expected, but not guaranteed, that 90% of Immediate Batch Transactions shall be processed and transmitted to the **Municipality** within 1 hour of receiving the request from the **Municipality**.

#### **A.17 EDT - Over Night Batch:**

An Over Night Batch Transaction means more than 100 requests for Information Products contained in one batch transaction that is received by the **Ministry**. It is expected, but not guaranteed, that Over Night Batch Transactions shall be processed and transmitted to the **Municipality** the following business day from the day that they are received by the **Ministry**.

#### **Electronic Data Transfer Analysts - EDT Help Desk**

**EDT Technical Advisor (Ministry)** Telephone number: ( 416 ) 235-1366 or 1-800-461-5538

#### **Coordinator, Business Information Services**

**EDT Service Coordinator (Ministry)** Telephone number: (416) 235-4832

Ernie Cronier

**EDT Technical Advisor (Municipality)** Telephone Number: ( 905 ) 892 - 2607

Ernie Cronier

**EDT Service Coordinator (Municipality)** Telephone number: (905 ) 892 - 2607



**The Municipality requests that Information Products be transmitted by Electronic Data Transmission (EDT) and agrees to be bound by the terms and conditions prescribed hereof.**

\_\_\_\_\_  
Murray Hackett  
Name

\_\_\_\_\_  
C.A.O./Clerk  
Title

\_\_\_\_\_  
October 19, 1998  
Date

## **MAGNETIC TAPE OR DISKETTE**

### **A.18 Magnetic Tape or Diskette**

The **Municipality** shall access the **Ministry's** Information Products by submitting a magnetic tape or diskette to the **Ministry** in the format prescribed by the **Ministry**.

### **A.19 Provision of Information Products**

Upon receipt of the magnetic tape or diskette, the **Ministry** shall provide Information Products to the **Municipality** on the magnetic tape or diskette.

**The Municipality requests that Information Products be transmitted by Magnetic Tape or Diskette and agrees to be bound by the terms and conditions prescribed hereof.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **PAPER FORMAT**

### **A.20 Written Request**

The **Municipality** shall access the **Ministry's** Information Products by submitting a written request to the **Ministry** by fax or by mail.

### **A.21 Provision of Information Products**

Upon receipt of the written request, the **Ministry** shall provide Information Products to the **Municipality** by printing the Information Products onto paper, and transmitting the Information Products by mail.

**The Municipality requests that Information Products be transmitted in Paper Format and agrees to be bound by the terms and conditions prescribed hereof.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date