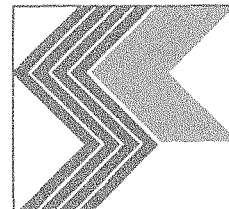


CITY OF ST. CATHARINES

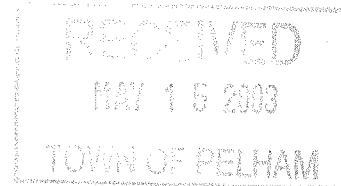
CITY HALL
50 CHURCH STREET
P.O. BOX 3012
ST. CATHARINES, ONTARIO
L2R 7C2

TEL. (905) 688-5601
FAX (905) 688-9103



May 12, 2003

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



ATTENTION: Cheryl Miclette, Town Clerk

Dear Ms. Miclette:

RE: City of St Catharines Computer-Aided
Fire Dispatch Agreement with
Town of Pelham
Our File No. 92-240

Please find enclosed herewith, for your records, a fully executed copy of the Computer-Aided Fire Dispatch Agreement between The Corporation of the City of St. Catharines and The Corporation of the Town of Pelham dated May 7, 2003. This agreement extends the term of the agreement dated May 4, 1998, between the City and Pelham to the end of December, 2004.

Yours very truly,

Annette Poulin
City Solicitor

AP:dt
Encl.

c.c. - Edouard Lajoie, Assistant Fire Chief, St. Catharines
- Fire Chief, Pelham

THIS AGREEMENT made in duplicate this 7th day of May, 2003, and authorized by By-law No. 2002-381 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 20 of the Municipal Act, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities for their joint benefit on any manner which all of them have the power to provide within their own boundaries.

AND WHEREAS St. Catharines has agreed to receive, process by means of computer aided dispatch service and retransmit all emergency fire related calls to a number of municipalities being Fort Erie, Grimsby, Niagara-on-the-Lake, Town of Pelham, City of Port Colborne, Thorold, Wainfleet, Welland and Township of West Lincoln;

AND WHEREAS an agreement dated the 4th day of May, 1998, was entered into between the parties hereto and this agreement is a continuation of the said agreement for purposes of continuing computer-aided fire dispatch service.

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 backup operations for the year 2002, which has been completed and years 2003 and 2004. The said service to continue until December 31, 2004.
2. Pelham agrees that it shall be responsible for the following: Pelham shall pay to the City of St. Catharines for the year 2002, the amount of \$34,362.00. For the year 2003, that said amount shall be adjusted by a percentage increase of 11.89% and for the year 2004, the 2003 rate shall be adjusted by an increase of 3.83%. Pelham agrees that the said amounts shall be payable in four equal payments payable every three months being the first day of January, the first of April, the first of July and the first of October in each and every year for the period of this agreement.
3. The parties hereto agree that in the event St. Catharines should be successful in negotiating additional users to this computer aided fire dispatch service that the rate referred to herein may be renegotiated to reflect other users.
4. Upon completion of the term of this agreement the City of St. Catharines will re-enter into negotiations with the said party for continuation of the service at a new renegotiated rate.

5. The Town of Pelham shall be responsible for the following:
 - a) to provide and maintain sufficient number of modems, terminals and printers to receive the transmittals from St. Catharines;
 - b) to ensure one telephone line is specifically assigned to or dedicated to each station printer and terminal which is to receive the said data transmission;
 - c) it shall be required to provide and maintain the said equipment in good working order at all times;
 - d) to provide St. Catharines on forms provided to it accurate data required to input into the computer aided fire dispatch service system and back up systems, prior to commencement of the said agreement;
 - e) to be responsible for updating all the said information as changes occur. The updates shall include but 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;
 - f) to maintain an up-to-date copy of the backup dispatch documentation as provided to St. Catharines as referred to in the above provisions;
 - g) to continue to be responsible for receiving all non-emergency and business calls directly;
 - h) to reimburse St. Catharines for telephone long distance charges as determined by the telephone companies billings to St. Catharines. St. Catharines will advise Pelham twice yearly of the amount owing.

6. St. Catharines agrees that it shall be responsible for the following:
 - a) To provide Pelham with 24 hour service, seven days a week of computer aided fire dispatch, which includes the receipt, recording and retransmission of all calls for fire department emergency services for Pelham;
 - b) To provide all necessary staff and equipment necessary to provide the computer aided fire dispatch service from St. Catharines Fire Department Headquarters as outlined herein;
 - c) To maintain the equipment located in St. Catharines and other locations as maybe required from time to time for the provision of the services outlined herein;
 - d) To retain all voice recordings for a period of up to ninety days and all written records for a period of seven years.
7. At this time it is St. Catharines' intention to maintain historical data on the computer for a period of three years. Beyond the three years the historical data shall be recorded and maintained on computer tapes.
8. St. Catharines shall notify the Treasurer of Pelham in writing during the month of November in each and every preceding year of the upcoming term during the term of this agreement, the annual rate payable for the following year.

9. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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

APPROVED
SOLICITOR
CLERK

THE CORPORATION OF THE CITY OF
ST. CATHARINES

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF PELHAM

Ralph Brown

Debra M. Mallette

9. This agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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)

APPROVED
SOLICITOR
CLERK

THE CORPORATION OF THE CITY OF
ST. CATHARINES

MAYOR

CLERK

THE CORPORATION OF THE TOWN OF PELHAM

Ralph Brown

Sheryl M. Mallette