

THIS AGREEMENT made this 25th day of November, 2004, and authorized by By-law No. 2003-11 of the City of St. Catharines

B E T W E E N :

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

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT ERIE
(hereinafter called "Fort Erie")

-and-

THE CORPORATION OF THE TOWN OF GRIMSBY
(hereinafter called "Grimsby")

-and-

THE CORPORATION OF THE CITY OF NIAGARA FALLS
(hereinafter called "Niagara Falls")

-and-

THE CORPORATION OF THE CITY OF PORT COLBORNE
(hereinafter called "Port Colborne")

-and-

THE CORPORATION OF THE CITY OF WELLAND
(hereinafter called "Welland ")

-and-

THE CORPORATION OF THE TOWN OF LINCOLN
(hereinafter called "Lincoln")

-and-

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE
(hereinafter called "Niagara-on-the-Lake")

-and-

THE CORPORATION OF THE TOWN OF PELHAM
(hereinafter called "Pelham")

-and-

THE CORPORATION OF THE CITY OF THOROLD
(hereinafter called "Thorold")

-and-

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET
(hereinafter called "Wainfleet")

-and-

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN
(hereinafter called "West Lincoln")

OF THE SECOND PART.

WHEREAS representatives of each municipality listed herein, being The Corporation of the City of St. Catharines, Fort Erie, Grimsby, Niagara Falls, Port Colborne, Welland, Lincoln, Niagara-on-the-Lake, Pelham, Thorold, Wainfleet and West Lincoln, hereinafter referred to collectively as "the municipalities", participate in an organization known as the Niagara Regional Fire Chiefs Association, hereinafter referred to as "The Association";

AND WHEREAS The said organization is an unincorporated group;

AND WHEREAS all the municipalities hereinbefore referred to have obligations under the Fire Protection and Prevention Act in which The Association assist in fulfilling;

AND WHEREAS the municipalities listed herein as parties have agreed for purposes of facilitating certain transactions and sharing of equipment to enter into an agreement to provide the flow of monies from The Association through to the required body for purposes of fulfilling some of their objects;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of One Dollar (\$1.00) passing between each and every party hereinafter acknowledged as being received and in consideration of the provisions and covenants herein outlined the parties hereto agree as follows:

1. The municipalities listed herein agree that for the purposes of holding title to equipment listed in Schedule "A" attached hereto that The Corporation of the City of St. Catharines is hereby appointed agent and may hold title to the equipment listed on behalf of all municipalities signing hereto.
2. The parties agree that the equipment listed on Schedule "A" may be used by all parties, subject to availability and scheduling as determined by the Niagara Regional Chapter of the Fire Prevention Officers Association.
3. The parties agree that the ownership being entrusted in the agent requires the agent to take title to the equipment listed in Schedule "A" attached hereto and forming part of this agreement to obtain and maintain safety certificates, to obtain and maintain the necessary license for the said vehicle and/or equipment, to obtain and maintain insurance as owner of the said vehicle (for replacement value of vehicle and improvements). Further, the agent shall be required to maintain the vehicle for the purpose for which it was purchased.

4. The parties agree that the cost incurred by the agent in fulfilling its duties of obtaining and maintaining safety certificates, licenses, insurance on the value of the vehicle and maintaining the vehicle for the purpose for which it was purchased shall be recovered from The Association.
5. The parties agree that it shall be the obligation of the agent to forward the invoices for the said costs directly through its representative to The Association, who has agreed with the various municipalities to be responsible and pay for the costs outlined therein.
6. The parties agree that the acquisition costs for the equipment listed in Schedule "A" attached hereto has already been provided by The Association.
7. The parties agree that the equipment, more particularly described in Schedule "A" attached hereto, is required to be stored indoors and that Niagara-on-the-Lake has agreed to store the said equipment at Station 5, or alternatively, the said equipment may be stored at the Regional Yard in Thorold or in a location of the Association's choice.
8. Notwithstanding that St. Catharines, as Agent, will obtain and maintain insurance on the said equipment as owner, all participating municipalities agree that the using municipality will be responsible to cover the cost of the deductible in the event of a claim arising while using the said vehicle within their jurisdiction, and further agree to ensure that only licensed drivers are allowed to use the said vehicle while the vehicle or equipment is in the care and control of the using municipality.
9. The parties agree that in the event monies outstanding to the agent are not paid by the Association, the agent, being The Corporation of the City of St. Catharines, shall be authorized, after giving written notice to each party to this agreement, that unless the outstanding amount is paid within ten days the agent shall be authorized to

use the said equipment and dispose of the said equipment without further obligation to any party listed herein or to the Association and this agreement shall be terminated upon thirty days written notice by the agent to the participating municipalities advising that monies have not been paid to it as owed pursuant to this agreement.

10. The parties agree that this agreement shall be in full force and effect and binding on all parties for as long as the equipment continues to be owned by the City of St. Catharines on behalf of the parties hereto.

11. In the event that the vehicle or any equipment listed on Schedule "A" attached hereto should be sold, the agent shall have an obligation to sell the said vehicle and/or equipment listed on Schedule "A" attached hereto at a reasonable price and that the price obtained shall be forwarded to the Association for their use.

12. The parties hereto agree that this document may be signed in counterparts by each signing their own page and that the said document shall be assembled once completely executed.

13. 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 respective 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
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Approved
Signature
Clerk

MAYOR

CLERK

SIGNED, SEALED AND DELIVERED
In the presence of:

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THE CORPORATION OF THE TOWN OF GRIMSBY


MAYOR - ROBERT N. BENTLEY


CLERK - KATHRYN J. VOUT

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE CITY OF WELLAND

Quentin J. Bourne

MAYOR

Sabina Gallaccio
DEPUTY CLERK

DEPUTY CLERK

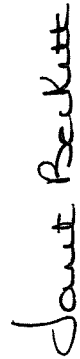
SIGNED, SEALED AND DELIVERED
In the presence of:

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THE CORPORATION OF THE CITY OF PORT COLBORNE



RON BOOMER, MAYOR

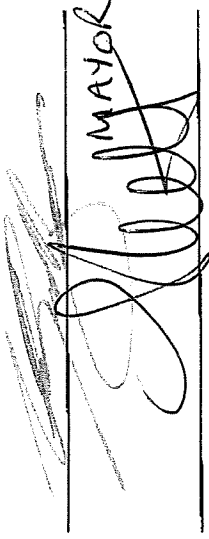


JANET BECKETT, CLERK
07/12/04

SIGNED, SEALED AND DELIVERED
in the presence of:

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THE CORPORATION OF THE TOWN OF FORT ERIE


MAYOR

CLERK

SIGNED, SEALED AND DELIVERED
In the presence of:

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THE CORPORATION OF THE TOWN OF PELHAM

Ronald W. Leavens
Mayor, Ron Leavens

Cheryl Miclette
Clerk, Cheryl Miclette

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE CITY OF NIAGARA FALLS

Richard

Dear John

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE CITY OF THOROLD



 MAYOR



 CLERK

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN OF
~~NIAGARA-ON-THE-LAKE~~

Tany Burrows
Lord Mayor of Gary Burroughs

Holly Dowd
Town Clerk, Holly Dowd

SIGNED, SEALED AND DELIVERED
In the presence of:

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

~~Mayor~~ Katie Trombetta

~~Carolyn Langley, Clerk~~

SIGNED, SEALED AND DELIVERED
In the presence of:

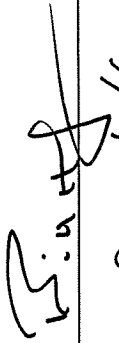
THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

Lead Harry

SIGNED, SEALED AND DELIVERED
In the presence of:

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THE CORPORATION OF THE TOWN OF LINCOLN




SCHEDULE "A"

Equipment

1997 Ford Econoline E-350, Vehicle Identification No. 1FDKE0F8VHC12682