

THIS AGREEMENT made in duplicate this 16th day of February, 2010.

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

-AND-

1211858 ONTARIO LTD. carrying on business as The Voice of Pelham

Hereinafter referred to as the "Contractor"

WHEREAS the Town made a request for proposals for Municipal Newspaper Services (Newspaper Advertising, Municipal Services Brochure and the Town of Pelham Map) in November 2009;

AND WHEREAS the contractor having been awarded the contract for provision of Municipal Newspaper Services, i.e. newspaper advertising, municipal services brochure and Town of Pelham map, for each year of this agreement as set out in Paragraph 2;

AND WHEREAS the parties wish to enter into an agreement to confirm the requirements for the production of the Advertisements, Brochure and Map;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. The Contractor hereby agrees to produce the brochure in accordance with the requirements of the Town as amended from time to time, acting reasonably.
2. The term of this contract shall be a for a period of three (3) years commencing as of the day and year first above written and terminating as of February 1,

2013 (the “Initial Term”) subject to earlier termination by the Town as provided for in this agreement and subject to a right of renewal as provided for in this agreement.

3. The Contractor agrees to supply advertising space to the Town (as detailed in the quotation) for notification of tenders, public meetings and public notices at a rate of \$.51 per agate line per column. The use of color is priced at \$.20 per agate line per column to a maximum of \$66.00 per ad.
4. The Contractor shall be required to produce ten thousand (10,000) copies of the Brochure for distribution. The final copy of the Brochure shall be ready for distribution no later than March 31 in each year of the term of this contract. In this regard, the Contractor shall be required to submit a draft version of the Brochure no later than March 15 in each year of the term of this contract. The Contractor shall also be required to provide by this latter date a plan, satisfactory to the Town, for the distribution of the Brochure.
5. The size of the Brochure shall be not less than the “pony” sized, stitched tabloid (16.5 cm. x 25 cm.). Smudge-proof ink shall be used in the production of the Brochure.
6. The Contractor shall be required to take approximately twenty-five (25) photographs for inclusion in the Brochure and the total number of pages for the Brochure shall be determined by the number of advertisers participating in the Brochure. It is estimated that the size shall be a minimum of ninety-six (96) pages in each year.

7. The Contractor will incur all costs in regard to the production of the Brochure and will be required to offset any of their expenses by the selling of advertising space in the Brochure. All advertising must reflect the vision statement, mission statement and principles and values of the Town as set out in Schedule "A", which statements, principles and values can be changed from time to time by the Town.
8. The Town shall provide its own editorial content in the form provided to the Contractor to be included in the production of the Brochure.
9. The Brochure shall not be produced in final form until such time as the Town has given its written approval of the draft form submitted pursuant to paragraph 3 above.
10. The Contractor shall be required to produce five thousand (5,000) copies of a Municipal Map. The Map shall be ready for distribution no later than May 31 of each year. In this regard, the Contractor shall be required to submit a draft version of the Map no later than May 15 in each year of the term of this contract. The Contractor shall also be required to provide by this latter date a plan, satisfactory to the Town, for the distribution of the Map.
11. The Contractor will incur all costs in regard to the production of the Map and will be required to offset any of their expenses by the selling of advertising space on the Map. All advertising must reflect the vision statement, mission statement and principles and values of the Town as set out in Schedule "A", which statements, principles and values can be changed from time to time by the Town.

12. The Town reserves the right to cancel this agreement at any time, upon thirty (30) days notice in writing to the Contractor, if it is dissatisfied with the production of the Brochure in any year or is dissatisfied with the work of the contractor.
13. In the event that the Contractor wishes to renew this agreement it shall give written notice to the Town no later than one hundred and eighty (180) days prior to the end of the Initial Term, failing which this agreement shall terminate at the end of the Initial Term.
14. Any notice or other writing required or permitted to be given under this agreement or for the purposes hereof (referred to in this paragraph as a "notice") to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

- a. In the case of a notice to the Town at:

P.O. Box 400
20 Pelham Town Square
Fonthill, ON L0S 1E0

Attn: Cheryl Miclette
Town Clerk

Fax: (905) 892-5055

- b. in the case of a notice to the Contractor at:

111 Highway #20 East
Fonthill, ON L0S 1E0

Attention: Jaye Cawood
Fax: (905) 892-0823

Or at such other address as the party to whom such writing is to be given shall have last notified the party giving the same in the manner provided in this paragraph. Any notice delivered to the party to whom it is addressed as provided in this paragraph shall be deemed to have given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day.

Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission. For the purpose of this agreement "business day" shall mean a day other than Saturday or Sunday.

15. This agreement is governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written and as duly authorized by their proper officers in that behalf.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written and as duly authorized by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE

) TOWN OF PELHAM

)
)
)
) PER: David Augustyn
) DAVID AUGUSTYN - MAYOR

) PER: Cheryl Milette
) CHERYL MILETTE - CLERK

)
) 1211858 ONTARIO LTD.

)
) PER: Andrea Ward

February 17, 2010





Town of Pelham Newspaper Services Agreement Schedule A

VISION 2015

The Town of Pelham is known as a friendly, peaceful place where residents enjoy the best of both worlds: thriving commercial centres, boutique stores, protected agricultural land and green space. Good traffic management practices allow pedestrians and cars to co-exist safely. The multi-use community centre offers recreation, culture, the arts, heritage and meeting space for all.

The municipality is on a strong, self-sustaining footing and is a model of best practices. Economic and community development initiatives have broadened its commercial and service base. Pelham attracts young families with their varying needs. An inter-municipal bus service has lessened reliance on cars, thereby creating a healthy, green environment.

The small town ambience is enhanced by active volunteers who are involved in cultural festivals and public events. A farmers market attracts tourists to sample the best the Town has to offer. Pelham has become a destination point which many are proud to call home.

MISSION STATEMENT

The Town of Pelham provides municipal services based on best practices which are delivered in a fiscally responsible, effective and courteous manner.

The Town strives to maintain its unique urban, rural and agricultural mix while stimulating business opportunities, making it a most desirable community in which to live, work, play and visit.

PRINCIPLES AND VALUES:

A description of the driving principles and underlying values of an organization is an important element within a strategic plan. It elaborates on the Mission Statement by describing how the organization will operate within its sphere of activity and also identifies key areas where it is accountable.

The following statements were developed by Council and staff.

The Town of Pelham believes:

- That all residents should be treated with respect, dignity, honesty and courtesy;
- That Council and staff attain, maintain and sustain the highest levels of professionalism;
- That services are delivered on a “best practices” basis;
- That good communication, both within and outside of the organization is essential;
- That the Town’s organizational structure reflects the best way to do business: one-stop shopping, internal human relations practices, physical space needs;
- That Council and staff work together as a team to accomplish the Town’s mission and contribute to its corporate image; and
- That the organization operates within an on-going learning environment to enhance the productivity and capabilities of its employees and thereby contribute to the municipality and its residents as a whole.

THE VOICE

of Pelham

6-111 Highway 20 East, P.O. Box 40, Fonthill ON L0S 1E0
 Phone: 905-892-8690 - Fax: 905-892-0823 - thevoice@vaxxine.com

November 24, 2009

Town of Pelham
 P.O. Box 400
 20 Pelham Town Square
 Fonthill ON L0S 1C0

Attention: Cheryl Mickle, Town Clerk

Dear Ms. Mickle,

Re: Quotation for Municipal Newspaper Services

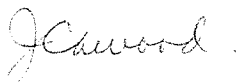
We are pleased to submit our quotation for the services outlined in your Request for Quotation for Municipal Newspaper Services for the Town of Pelham. The prescribed documents are attached to this letter and form part of the quotation. The attached Appendices forming part of this quotation are for services described in your Project Specifications and also include distribution of the Municipal Brochure to the residents of Pelham and the excess to our office to be available for pick-up by Town staff.

Benefits to choosing The Voice of Pelham include:

- Flexible deadline – we are able to take late changes to copy up to 9 a.m. on Tuesdays for next day publication.
- The VOICE carries the greater percentage of local (Pelham) advertising (approx. ratio 3 to 1) and publishes editorial exclusive to Pelham.
- The use of colour in ads is encouraged with a low line rate of 20 cents to a maximum of \$66 per advertisement.
- We do not utilize plastic bags to 'throw off' our paper.
- Distribution – 50% through Canada Post and 42% dedicated carriers – The VOICE is not rolled up inside other flyers or out of town newspapers.
- Our practice has always been to deliver the Town of Pelham Municipal Brochure to every home in Pelham, often utilizing volunteer staff time to meet that goal.
- The VOICE of Pelham is owned and operated by people who live in Pelham and maintains an office in the Town of Pelham which is open to the public during regular business hours.
- We are members of Ontario and Canadian Community Newspapers Associations. Our circulation is audited and verified by an independent auditing firm representing CCNA.
- We have produced the Town of Pelham Municipal Brochure since 2001, maintaining files & artwork necessary to the production of the Brochure, with experienced staff and equipment to efficiently produce the Brochure. All of the work to produce the Brochure is done in our Fonthill office.
- The Voice of Pelham and its staff strive to be supportive of Town initiatives by routinely offering coverage for events and reproduction/use of work product for Town promotional material.

Thank you for your consideration of our quote. If clarification is needed, please feel free to contact me.

Respectfully submitted,



Jaye Cawood, Office Manager

Newspaper Advertising

The VOICE of Pelham will supply advertising space to the Town of Pelham for Notification of Tenders, Notification of Public Meetings, Notification of Public Notices at a rate of \$.51 per agate line per column. The use of colour is priced at \$.20 per agate line per column to a maximum of \$66.00 per ad. All prices are subject to GST.

One page of our paper, measuring 11.5" x 17" contains 6 columns. Since a column is not a standardized measurement and varies from newspaper to newspaper, we have created the following table for ads which are 5" tall, as a guide:

Column Width	Width "	Price
1 column	1.50"	\$35.70
2 columns	3.25"	\$71.40
3 columns	5.00"	\$107.10
4 columns	6.75"	\$142.80
5 columns	8.50"	\$178.50
6 columns	10.25"	\$214.20

The VOICE will continue to publish a Municipal Matters page each week, which routinely contains the Mayor's Message, Town ads, editorial relating to municipal stories and the Town of Pelham Information Column. Should the Municipal page be full, items are moved to other space in the paper in keeping with editorial policy.

We are able to take copy up until 2 p.m. on Mondays, and corrections up until 9 a.m. on Tuesday mornings, for next day publication.

The VOICE is able to receive unformatted copy and create an ad which best fits the copy and then submits that ad to originating Town staff for proofing and quotation, publishing only after receiving final approval from Town staff. Town staff can also submit their own pdf ads to us to size for our columns, again expecting a proof for final approval along with a quotation.

We are happy to work with Town staff to create ads which meet good publication, advertising and economical standards at no extra cost to the Town.

Community Services Brochure

The Voice of Pelham will produce 10,000 copies of the Municipal Brochure. In addition to the requested format, the VOICE will make full process colour available on 40 of 96 pages and spot colour on the remainder of the pages and the inside and outside glossy cover will be full process colour.

We will distribute the Brochure to all homes in Pelham in April 2010.

The remaining copies will be delivered to the Voice of Pelham offices and be available to Town staff during regular business hours. We will store, and keep available to the Town, all of the excess copies for a period of one year from publication.

In keeping with Project Specifications, The VOICE of Pelham will:

- 1) Produce 10,000 copies of the Municipal Brochure for distribution in April 2010.
 - a) Brochure size/ no less than "Pony" sized stitched tabloid (16.5 cm x 35 cm)
 - b) Front Cover: Glossy Stock
 - c) 30 lb. newsprint insert
- 2) Use smudge proof ink
- 3) Sell advertising space to fully offset all printing/publishing costs to the Town of Pelham.
- 4) Take staff photographs if necessary (approximately 25).

Town of Pelham Map

The Voice of Pelham and its staff will create an original map to be distributed by the Town of Pelham. This map will be fully underwritten by the sale of advertising to appear on the map.

The map will be a finished size of 17" x 22", printed on glossy stock, both sides in full process colour, accordion folded to 3.75" x 9 (pamphlet sized) for distribution by the Town of Pelham through its Town Information Centre.

The map will show and highlight all main thoroughfares, parks. Businesses that have chosen to advertise on the Town of Pelham Map will be highlighted on the map showing their location in the Town.

The completion date will be March 31, 2010 and will be available for distribution in May of 2010.

Two weeks prior to printing, the Town will be provided with a proof of the map for the approval of the editorial content.

The VOICE of Pelham intends to utilize a Pelham based business for printing, if available and cost effective.

The Corporation of the Town of Pelham

Project No. CAO-18-09

Appendix A - Form of Quotation

The Mayor and Members of Council of the Corporation of the Town of Pelham, hereinafter called the "Municipality".

Quotation for: Municipal Newspaper Services

I/We, the undersigned, having carefully examined the proposed work, and having read, understood and accepted the Provision, Plans, Specifications and Conditions attached hereto, each and all of which form part of this quotation, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construct, all materials, the work in strict accordance with the Provisions, Plans, Specifications and Conditions hereto attached for the unit prices shown in the attached Schedule of Prices, which forms part of this quotation.

I/We hereby agree that notification of acceptance of this quotation shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

By: 1211858 Ontario Limited o/a The VOICE of Pelham
(Name of Contractor providing Quotation)

Address: 111 Highway 20, Unit #6, P.O. Box 40, Fonthill ON L0S1E0

Name of Person signing for Firm: Sandra Warden
(I have the authority to bind the Corporation)

Position of Person signing for Firm: Vice-President

Statement "A" – Bidder's Experience

As an integral part of this quotation, the bidder shall list their experience in work of a similar nature to that being proposed, which they have successfully completed.

For whom: Town of Pelham

Year	Contract	Performed	Value of work performed
2001 to	2008 Pelham	Produced + delivered Town Services	No charge to
	Municipal Brochure	brochure for + to the Town of	the Town.
		Pelham + residents for the past	
		8 years.	

Statement "B" – Bidder's Senior Staff

As an integral part of this quotation, the bidder shall list senior supervisory staff with a summary of all the experience of each.

Name	Appointment	Qualifications/Experience
Sarah Murrell	Editor	8 Years Editing + Producing
		Town of Pelham Brochure
		Produced Town of Niagara on the
		Lake Town Services Brochure.
Warren Mason	Advertising Co-ordinator	30 years exp. with similar pubs.
Anna Grist	Ad Designer	5 years Graphics Designer + life long
		resident of Pelham.

The Corporation of the Town of Pelham

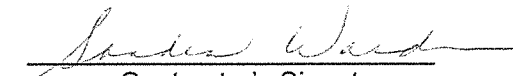
Project No. CAO-18-09

Appendix B - Cost Schedule

I/We hereby agree that the work specified in the contract will be performed in strict accordance with the Contract Provisions, Plans, Specifications and Conditions, and that the above work shall be completed by the date specified in your attached work plan and schedule.

Newspaper Advertising	Price	\$	71.40
Municipal Services Brochure	Price	\$	0
Town of Pelham Map	Price	\$	0
	G.S.T.	\$	3.57
	Other Applicable	\$	0
TOTAL	Price	\$	74.97

1211858 Ontario Limited of The VOICE of Pelham
Company Name

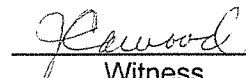

Contractor's Signature

6-111 Highway 20 E P.O. Box 40 Fonthill
Address

Contractor's Seal

905-892-8690
Telephone Number

905-892-0823
Fax Number


Witness

Witness