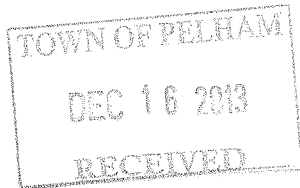
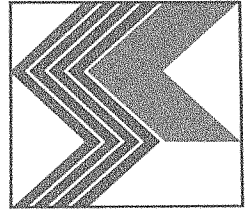


CITY OF ST. CATHARINES

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

TEL. 905-688-5601



December 11, 2013

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

ATTENTION: Nancy J. Bozzato, Town Clerk

Dear Ms. Bozzato:

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

Please find enclosed herewith, for your records, a copy of the Certificate of Insurance effective January 1, 2014 as required pursuant to the above noted Agreement.

Yours very truly,

Stacey E. Wells
Assistant City Solicitor

SW:lc
Encls.

c.c. - Mark Mehlenbacher, Director, Fire Chief, Fire & Emergency Management Services
c.c. - Bob Lymburner, Fire Chief, Town of Pelham



CERTIFICATE OF INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1 CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2A INSURED'S FULL NAME AND MAILING ADDRESS	
The Corporation of the Town of Pelham		The Corporation of The City of St. Catharines	
20 Pelham Town Square		50 Church St., PO Box 3012, St Catharines, ON L2R 7C2	
		2B DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS (but only with respect to the operations of the Named Insured)	
		Confirmation of Insurance - FIRE DISPATCH AGREEMENTS	
Fonthill	ON	POSTAL CODE	L0S 1E0

3 COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE (M/d/yyyy)	EXPIRY DATE (M/d/yyyy)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES <input type="checkbox"/> POLLUTION LIABILITY EXTENSION Blanket Contractual	Certain Underwriters at Lloyd's (Syndicate 1886) - 100% B0753PK1101014000-JLTPS-354	1/1/2014	1/1/2015	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY NON OWNED AUTOMOBILE	\$50,000	 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM (specify)				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

4 CANCELLATION

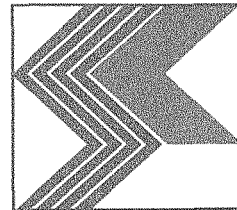
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail ___30___ days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

5. BROKER'S FULL NAME AND MAILING ADDRESS		6. ADDITIONAL INSURED NAME AND MAILING ADDRESS	
Verge Insurance Brokers Limited		The Corporation of the Town of Pelham	
131 Ontario Street P.O. Box 487		20 Pelham Town Square	
St. Catharines	ON	POSTAL CODE	L2R 6W2
BROKER'S CLIENT ID: CITYSC1		Fonthill	ON
		POSTAL CODE	L0S 1E0

7. CERTIFICATE AUTHORIZATION			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 	PRINT NAME Shona Meloche	POSITION HELD Account Manager	DATE September 17, 2013
COMPANY Verge Insurance Brokers Limited	EMAIL ADDRESS smeloche@vergeinsurance.com	CONTACT NUMBER HOME BUSINESS (905) 688-9170	CELL FAX (905) 688-6265

CITY OF ST. CATHARINES

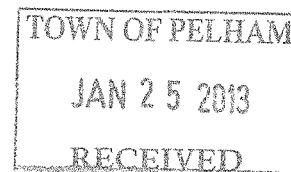
CITY HALL
50 CHURCH STREET
P.O. BOX 3012
ST. CATHARINES, ONTARIO
L2R 7C2



January 23, 2013

TEL. 905-688-5601

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



ATTENTION: Nancy J. Bozzato, Town Clerk

Dear Ms. Bozzato:

**RE: Computer-Aided Fire Dispatch Agreement between the
City of St. Catharines and the 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 December 18, 2012, with respect to Computer-Aided Fire Dispatch Services, for a term of three (3) years commencing on the 1st day of January, 2013 and ending on the 31st day of December, 2015.

Please note that the above noted Agreement was executed on behalf of the City of St. Catharines on January 14, 2013, however we have left the Agreement dated December 18, 2012, being when it was executed on behalf of the Town of Pelham.

Also enclosed is a copy of the City's Certificate of Insurance, which names The Corporation of the Town of Pelham as additional insured.

Yours very truly,

Stacey E. Wells
Assistant City Solicitor

SW:lc
Encls.

- c.c. - Donna Gill, Divisional Chief of Communications, Fire & Emergency Management Services
- c.c. - Mark Mehlenbacher, Director, Fire Chief, Fire & Emergency Management Services
- c.c. - Bob Lymburner, Fire Chief, Town of Pelham

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THIS AGREEMENT made in duplicate this 18th day of December, 2012, and authorized by By-law No. 2012-287 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 matter which all of them have the power to provide within their own boundaries;

AND WHEREAS section 2(5) of the Fire Protection and Prevention Act, S.O. 1997, c.4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS St. Catharines has been providing Pelham with computer aided dispatch services and Pelham has requested that St. Catharines continue to provide its municipality with such services;

AND WHEREAS St. Catharines also provides similar services to Fort Erie, Niagara-on-the-Lake, Grimsby, Thorold, West Lincoln, Lincoln, Wainfleet, Port Colborne, Welland, Haldimand and Norfolk;

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 a three (3) year period commencing on January 1, 2013 to continue until December 31, 2015 (the "Term").

2. Pelham agrees that it shall be responsible to pay to St. Catharines the sum of Forty-Five Thousand, Five Hundred and Forty Dollars (\$45,540.00) for 2013, as determined by the Partner Cost Calculation Chart found in Appendix 1 attached hereto. Pelham further agrees that costs for 2014 shall be based on the Consumer Price Index (CPI Toronto) from 2012 and costs for 2015 shall be based on the CPI from 2013.

In every case the annual amounts shall be payable by Pelham in quarterly instalments, in advance.

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. At the completion of the Term, St. Catharines shall review the said amounts payable under the Agreement and shall compare with factors of population and system usage in order to review and if required, modify the said rate charged. Upon recalculation of the said rate, Pelham shall have the option to renew the said Agreement for a further term of four (4) years which shall conclude on December 31, 2019.

5. Pelham shall be responsible for the following:

a) To provide high speed internet connections dedicated to each station printer and terminal which is to receive the computer aided dispatch transmittals from St. Catharines;

- b) To provide existing or compatible radio systems and hardware to receive the transmittals from St. Catharines;
- c) To maintain all required equipment, including its radio system and hardware and high speed internet connection, in good working order at all times;
- d) To provide run card information and any other pertinent information;
- e) Prior to the commencement of this Agreement, to provide St. Catharines and/or St. Catharines' geographical information systems (GIS) provider with data pertaining to streets, hydrants, municipal addressing, and all other information as required from time to time by the Fire Chief for St. Catharines, and thereafter to provide St. Catharines with an update to the said information immediately after changes to the information occurs, in order to ensure accurate dispatching of the fire emergency calls by St. Catharines;
- f) To update all Location Information Forms provided by St. Catharines;
- g) To maintain an up-to-date copy of the backup dispatch documentation as provided to St. Catharines;
- h) To continue to be responsible for receiving all non-emergency and business calls directly.

6. St. Catharines agrees that it shall:

- a) Provide Pelham with computer aided fire dispatch twenty-four (24) hours a day, seven (7) days a week, which service shall include the receipt, recording and retransmission of all calls for Fire Department Emergency Services for Pelham;

- b) Maintain the equipment located in St. Catharines, and other locations as may be required from time to time for the provision of the services outlined herein;
- c) Retain all voice recordings for a period of up to one hundred and eighty (180) days and all written and CAD records for a period of up to seven (7) years;
- d) Provide monthly and annual call for service reports to Pelham based on dispatch time reports, call volume and nature of the calls;
- e) Provide the necessary training and supervision to ensure that its employees are in compliance with the Operational Guidelines of St. Catharines Fire Service and shall work towards operating at the NFPA 1221, Chapter 7 standard for dispatch operations level;
- f) St. Catharines shall hold one (1) annual general meeting with all of the local municipalities for which it provides dispatch services including Pelham, and shall hold one (1) annual meeting with Pelham. All meetings shall have an agenda and recorded minutes.

7. The parties agree that either party shall have the right to terminate this Agreement, for any purpose whatsoever, by giving twelve (12) months written notice to the other party, and no compensation shall be payable for any damages incurred.

8. If either party to this Agreement is in breach of any of its obligations under this Agreement, the other party may give a notice in writing of the breach to the defaulting party and request that the default be remedied. If the party in breach fails to remedy the breach within fifteen (15) days after the date of written notice, then this Agreement may be terminated by written notice of termination given by the complaining party, such termination to be effective fifty (50) days from the date of the notice of termination. In the event that notice of termination is provided by either party, St. Catharines shall continue to provide the services described herein until the effective date the termination, and Pelham shall

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continue to make payment of the Fees in accordance with this Agreement until the effective date of termination.

9. St. Catharines shall not in event whatsoever be liable or responsible in any way for any personal injury or death or other damages which may be suffered or sustained by Pelham or any employee or resident of Pelham, or other residents outside of Pelham, or for any loss of, or damage, or injury to any property belonging to their employees, agents or residents due to the failure of the said computer aided fire dispatch services or equipment.

10. Pelham shall indemnify and save harmless St. Catharines from any and all liabilities, damages, costs, claims, suits, or actions arising out of St. Catharines' performance of its obligations under this Agreement, or arising out of any breach, violation or non-performance on the part of Pelham of any provision of this Agreement, and such indemnification shall continue in effect after the expiry of this Agreement with respect to any such matter arising during the performance by St. Catharines of its obligations hereunder.

11. No waiver by St. Catharines of any default, breach or non-observance by Pelham at any time or times in respect of any provision herein contained shall operate as, or be deemed to be, a waiver of St. Catharines' rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of St. Catharines in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by St. Catharines save only express waiver in writing.

12. It is understood and agreed by Pelham that this Agreement and any information or material submitted to St. Catharines under this Agreement may be subject to disclosure under the *Municipal Freedom of Information Act*, R.S.O. 1990, c. M.56.



13. This Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set forth.

14. This Agreement may only be amended in writing upon being signed by both parties.

15. Any notice required by any provision of this Agreement shall be given in writing addressed in the case of notice to St. Catharines to it at: The Corporation of the City of St. Catharines, 50 Church Street, P. O. Box 3012, St. Catharines, Ontario L2R 7C2, Attention: City Clerk and in the case of notice to Pelham to it at: The Corporation of the Town of Pelham, PO Box 400, 20 Pelham Town Square, Fonthill, ON L0S 1E0, Attention: Town Clerk and sent by prepaid registered mail. The time of giving such notice shall be conclusively deemed to be the second business day after the day of such mailing. Such notice shall also be sufficiently given when it shall have been delivered, in the case of notice to St. Catharines, to the City Clerk, and in the case of notice to Pelham, by delivery to the Town Clerk. Such notice, if delivered, shall be conclusively deemed to have been given and received at the time of such delivery.

16. Neither party shall assign this Agreement nor any right or obligation hereunder without first obtaining the prior written consent of the other party.

17. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.

18. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct.

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19. Nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship between St. Catharines and Pelham.

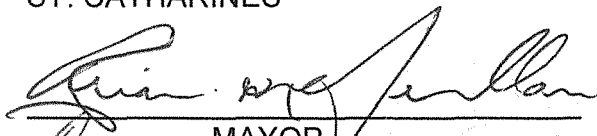
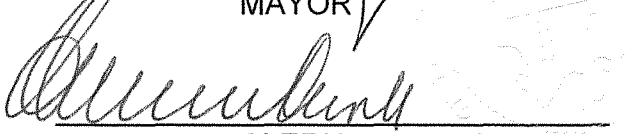
20. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

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

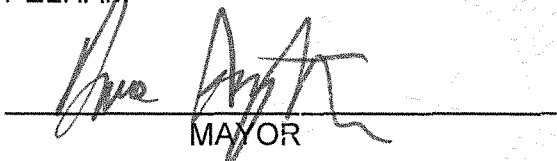
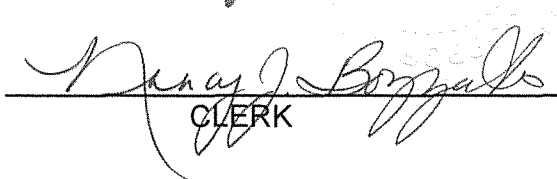
SIGNED, SEALED AND DELIVERED)
in the presence of)


Clerk

THE CORPORATION OF THE CITY OF
ST. CATHARINES


MAYOR

CLERK

THE CORPORATION OF THE TOWN OF
PELHAM


MAYOR

CLERK

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APPENDIX 1

Partner Cost Calculation

Costs Determined on Base Rates and System Usage

Municipality	Population	Base	Average Calls	Allocation
Fort Erie	29,932	30,000.00	1,077	5.04%
Grimsby	23,821	20,000.00	756	3.47%
Haldimand	44,429	40,000.00	974	5.39%
Lincoln	20,640	20,000.00	812	3.64%
Niag-on-the-Lake	14,750	20,000.00	619	3.08%
Norfolk	62,755	90,000.00	881	8.36%
Pelham	16,193	20,000.00	547	2.87%
Port Colborne	18,206	20,000.00	951	4.04%
St. Catharines	131,871	375,000.00	7,714	46.48%
Thorold	18,165	20,000.00	1,042	4.30%
Wainfleet	6,482	10,000.00	200	1.22%
Welland	50,391	40,000.00	2,510	9.82%
West Lincoln	13,323	20,000.00	342	2.28%
Totals	450,958	725,000.00	18,425	100.00%

Populations were calculated using an average of the last three years population statistics taken from the most current Population Census released by Statistics Canada and the annual Financial Information Returns filed with the Ministry of Municipal Affairs and Housing.

Average calls were calculated using an average of the last three years call information derived from the St. Catharines Fire Services Computer Aided Dispatch (CAD) system.