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TELEPHONE 735-1700



CITY OF WELLAND  
ONTARIO  
MUNICIPAL BUILDING  
411 EAST MAIN ST  
L3B 3X4

OFFICE OF CITY SOLICITOR  
NADIA KOLTUN, BA, LLB

February 2, 1982

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

Attention: Mr. Murray Hackett  
Clerk Co-ordinator

Dear Mr. Hackett:

RE: Fire Dispatch Service

Enclosed please find duly executed a duplicate original of the Agreement between the City of Welland and the Town of Pelham in regard to the above matter.

Yours truly,

NADIA KOLTUN  
City Solicitor

NK:ru  
Encl.

cc: Mr. R. Bouchard, Fire Chief  
cc: Mr. W. Minor, Fire Chief  
Town of Pelham  
Municipal Building  
Fonthill, Ontario

TOWN OF PELHAM REFERRED TO:	
MAYOR	<input type="checkbox"/>
COUNCIL	<input checked="" type="checkbox"/>
P. W. & U.	<input type="checkbox"/>
P. & D.	<input type="checkbox"/>
FINANCE	<input type="checkbox"/>
STAFF	<input type="checkbox"/>
OTHER <i>info</i>	

THIS AGREEMENT made this 30th day of November 1981.

B E T W E E N:

THE CORPORATION OF THE CITY OF WELLAND  
hereinafter called "the City"

OF THE FIRST PART

AND

THE CORPORATION OF THE TOWN OF PELHAM  
hereinafter called "the Town"

OF THE SECOND PART

WHEREAS Section 352, paragraph 1 of The Municipal Act, R.S.O. 1970, chapter 284 provides that councils of municipalities may enter into Agreements with any other municipality or person for the use of fire fighting equipment of the municipality upon such terms and conditions and for such consideration based on cost as may be agreed upon, providing that notwithstanding the provisions of any such agreement, no liability accrues to the municipality or persons for failing to supply the use of fire fighting equipment;

AND WHEREAS the Town of Pelham has requested the City of Welland to provide fire dispatch services;

AND WHEREAS, at its meeting held on November 17, 1981, Council passed a Resolution as follows:

"THAT the Fire Chief be authorized to purchase a reconditioned communications Logging/Retrieval System at an estimated cost of \$12,700.00 and that the City Solicitor be instructed to prepare the necessary agreement and by-law to provide that the Town of Pelham pay an annual fee of \$6,000.00 to be adjusted with an escalating clause each year to cover rising costs."

NOW 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. The City of Welland agrees to provide fire dispatch services to the Town of Pelham commencing in 1982; such services to continue for a three-year period and to be continued thereafter on a year-to-year basis and to be on a 24-hour per day, 365-days per year, monitoring, dispatch service.

81-259

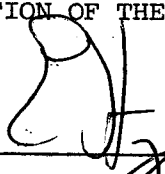
COST

2. The Town of Pelham agrees that the cost of the fire dispatch services to be provided by the City of Welland to the satisfaction of the Town of Pelham shall be the responsibility of the Town of Pelham; such costs to be determined as follows:
  - (a) payment of the sum of Six Thousand Dollars (\$6,000.00) per annum by the Town of Pelham to the City of Welland in quarterly instalments;
  - (b) the said annual sum represents the wages and fringe benefits paid by the City of Welland to its employee in regard to the said fire dispatch services, as determined by the Collective Agreement between The Corporation of the City of Welland and The Welland Fire Fighters Association, Local 481, International Association of Fire Fighters.
  - (c) that the said annual sum shall be subject to increases in 1983 and subsequent years in accordance with increases resulting from the previous yearly negotiations and the Collective Agreement executed between The Corporation of the City of Welland and The Welland Fire Fighters Association, Local 481, International Association of Fire Fighters.
  - (d) that the cost of any fire dispatch service charges or improvements whether relating to equipment or manpower, made by the City of Welland at the request of the Town of Pelham, shall be at the cost of the Town of Pelham.
3.
  - (1) The Town of Pelham agrees that the City is not an insurer and neither the performance of nor the failure to perform its obligations by the City under this Agreement shall give rise to any liability on the part of the City.
  - (2) That the Town of Pelham, so long as the fire dispatch services are provided, will save harmless and indemnify the City against any liability, costs and expenses which may arise directly or indirectly out of the provisions of or failure to provide such services under this Agreement.
4. The City of Welland and the Town of Pelham agree that this Agreement may be terminated by either Party upon six (6) months' notice in writing delivered by one party upon the other.

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

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the proper officers in that behalf.


THE CORPORATION OF THE CITY OF WELLAND

per  MAYOR

per  CLERK

THE CORPORATION OF THE TOWN OF PELHAM

per  MAYOR

per  CLERK

