

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 93-30

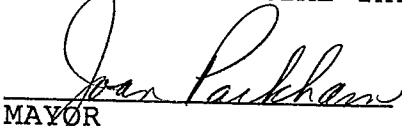
A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN AND THE TOWN OF PELHAM FOR FIRE PROTECTION AND EMERGENCY CALL SERVICES.

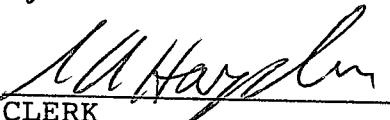
WHEREAS the Council of the Corporation of the Township of West Lincoln deems it expedient to enter into an agreement with the Town of Pelham for fire protection and emergency call services as outlined in an agreement attached hereto:

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN enacts as follows:

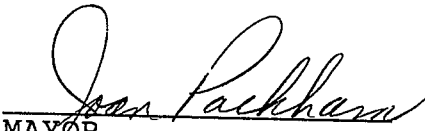
1. That, the Corporation of the Township of West Lincoln enter into an agreement with the Town of Pelham for fire protection and emergency call services as outlined in an agreement attached hereto.
2. That, the Mayor and Clerk be authorized to sign the above mentioned agreement and to affix the Corporate Seal thereto.

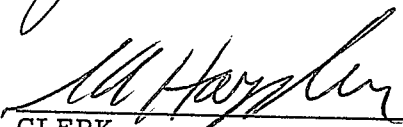
READ A FIRST TIME THIS 17th DAY OF MAY, 1993.

  
MAYOR

  
CLERK

READ A SECOND AND THIRD TIME AND FINALLY PASSED THIS 17th DAY OF MAY, 1993.

  
MAYOR

  
CLERK

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

BY-LAW NO. 93-30

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN AND THE TOWN OF PELHAM FOR FIRE PROTECTION AND EMERGENCY CALL SERVICES.

Read a first, second and third time and finally passed the 17th day of May, 1993.

CLERK

THIS AGREEMENT made in duplicate this 17~~th~~ day of May, 1993.

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN**

OF THE SECOND PART.

WHEREAS THE TOWN OF PELHAM agrees to answer emergency calls within specified areas within the TOWNSHIP OF WEST LINCOLN and upon the terms and conditions as set out in this agreement.

NOW THIS AGREEMENT WITNESSETH THAT the parties hereto covenant and agree as follows:

- 1) In this Agreement, "EMERGENCY CALL" means any call upon the Pelham Fire Department for extinguishing a fire or for a medical emergency.
- 2) The Town of Pelham agrees that the Pelham Fire Department will be available for and will respond with necessary equipment, to emergency calls and will furnish protection at all times during the duration of this agreement for the protection of the area of the Township of West Lincoln and more particularly described as follows:

**BOUNDED** on the east by Reg. Rd. #24

**BOUNDED** on the north by Reg. Rd. #69 from Reg. Rd. #24 to Rosedene Road for that portion that is within the jurisdiction of West Lincoln.

**BOUNDED** on the west by:

- Rosedene Rd. both sides from Reg. Rd. #69 to Con. #4.
- Con. #4 west both sides to Silverdale Rd.
- Silverdale Rd. both sides south to Twenty Highway.
- Schram Rd. east side south to Vaughn Rd.
- Vaughn Rd. south side west to Heaslip Rd.
- Heaslip Rd. both sides south to the Welland River.

**BOUNDED** on the south by the Welland River.

- 3) The Corporation of the Town of Pelham agrees to answer all emergency fire calls in the aforesaid area and having done so, will remain at the scene of the emergency until the fire is extinguished, and until released by the Fire Chief of the Corporation of the Township of West Lincoln or his agent.
- 4) The Corporation of the Township of West Lincoln agrees to pay the Corporation of the Town of Pelham the sum of One Thousand Dollars (\$1,000.00) for each calendar month of fire protection, the first payment to be made June 1, 1993 in the amount of \$4000, the second October 1, 1993 in the amount of \$3000 and quarterly thereafter beginning January 1, 1994.
- 5) This agreement shall come into force and effect on June 1, 1993 at 0001 hours and shall terminate on May 31, 1994 at 2400 hours.
- 6) This agreement shall automatically renew on the first day of June each year thereafter. Annual increases per monthly unit prices are to be in accordance with published Statistics Canada Consumer price index.

In no event will the contract fee be decreased below the original monthly unit price.
- 7) This agreement and everything herein contained shall ensure to the benefit of and bind the parties hereto and their respective successors and assigns.
- 8) This agreement shall bind the parties and remain in effect until after ninety days of prior written notification by either party to annul the agreement has elapsed.
- 9) This agreement does not affect present arrangements between the Fire Departments of the Town of Pelham and the Township of West Lincoln regarding Mutual Aid.
- 10) The Fire Chief of the West Lincoln Fire Department shall be immediately notified of the emergency fire call in the aforesaid area.

11) In all cases of structure fire in the aforesaid area the West Lincoln Fire Department shall be immediately dispatched in concert with the Pelham Fire Department.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Corporate Seals by the hands of their respective proper officers in that behalf.

**SIGNED, SEALED AND DELIVERED**

-In the Presence Of-

*Charles Street*  
*William H. Watson*

*Charles Street*  
*William H. Watson*

)THE CORPORATION OF THE

)TOWNSHIP OF WEST LINCOLN

) *Joan Paulham*

)MAYOR

) *Colly A. Hayler*

)CLERK

)

)THE CORPORATION OF THE

)TOWN OF PELHAM

) *Mr. Collins*

)MAYOR

) *Mary Hackett*

)CLERK

