

THIS AGREEMENT made in duplicate this 20th. day of December, 1993 A.D.

BETWEEN:

THE CORPORATION OF THE CITY OF THOROLD

HEREINAFTER CALLED "THOROLD"
OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF PELHAM

HEREINAFTER CALLED "PELHAM"
OF THE SECOND PART

WHEREAS Section 210 subsection 31 of the Municipal Act, R.S.O. 1990 Chap. M.45 authorizes a local municipality to enter into agreements with another municipality for providing fire fighting and fire protection services and for establishing, promoting and regulating life and property saving companies;

AND WHEREAS Thorold agrees to answer Emergency Calls as defined in this agreement within the areas of Pelham hereinafter set forth and upon the terms and conditions hereinafter expressed;

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

(1) In this Agreement, "EMERGENCY CALL" means any call upon the Thorold Fire Department for extinguishing a fire or for providing assistance in a medical emergency; it being understood that the provision of such services shall be at a comparable level to that which such services are currently provided by such fire department within Thorold.

(2) Thorold agrees that the Thorold Fire Department will be available for and will respond with necessary equipment to emergency calls and will furnish protection at all times during the currency of this agreement for the area of Pelham and more particularly described as follows:

Bounded on the north by the St. Catharines City Limits; bounded on the east by the Thorold City Limits; bounded on the south by Sixteen Road (both sides/open portion) and Orchard Hill Road (both sides); bounded on the west by Centre Street (both sides).

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(3) Thorold agrees to answer all Emergency Calls in the aforesaid area and upon attendance thereon, will remain at the scene of the emergency until the fire is extinguished or the medical emergency terminates, as determined by the Fire Chief of Pelham.

(4) Pelham agrees to pay Thorold the sum of Twelve Thousand (\$12,000.00) Dollars for the services herein provided with equal quarterly payments of Three Thousand Dollars (\$3,000.00) on January 1, April 1, July 1 and October 1.

(5) The Fire Chief of Pelham shall be immediately notified of any Emergency Call in the aforesaid area.

(6) This agreement shall come into force and effect on January 1, 1994 at 0001 hours and shall terminate on December 31, 1994 at 2400 hours local time.

(7) This agreement and everything contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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 -

) THE CORPORATION OF THE

) CITY OF THOROLD

) W. E. Longo

) MAYOR

) [Signature]

) CLERK

)

)

) THE CORPORATION OF THE

) TOWN OF PELHAM

) W. D. Collins

) MAYOR

) M. Hackett

) CLERK