

THE CORPORATION OF THE  
TOWN OF PELHAM

BY-LAW #2365 (2002)

Being a by-law to authorize th Mayor & Clerk to enter  
into and Agreement with Township of West Lincoln re  
provision of the fire and medical emergency response to a  
portion of the Township of West Lincoln.

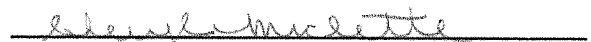
WHEREAS the Council of the Corporation of the Town of Pelham deems it  
desirable to enter into and Agreement with Township of West Lincoln with regard to the provision  
of fire and medical emergency response to the portion of the Township of West Lincoln;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF PELHAM ENACTS AS FOLLOWS:

- 1) THAT the Agreement attached hereto and made part of this by-law between the Corporation  
of the Town of Pelham and the Township of West Lincoln be and the same is hereby  
approved.
- 2) THAT the Mayor and Clerk be and each of them is hereby authorized and instructed on  
behalf of the Corporation of the Town of Pelham to execute the said Agreement and the  
Clerk is hereby authorized to affix the Corporate Seal thereto.
- 3) THAT By-law #1563 (1993) be and the same is hereby repealed.

READ A FIRST, SECOND AND THIRD TIME  
AND FINALLY PASSED BY COUNCIL THIS  
4<sup>th</sup>. DAY OF MARCH, 2002 A.D.

  
MAYOR (ACTING)

  
CLERK

THIS AGREEMENT made in duplicate this 4th. day of March, 2002.

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 WITNESSTH 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 Silverdale Road for that portion that is within the jurisdiction of West Lincoln.

**BOUNDED** on the west by:

- Silverdale Rd. both sides from Reg. Rd. #69 to Reg. Rd. #20
- Schram Rd. both sides
- Vaughn Rd. both sides
- Heaslip Rd. both sides south to the Welland River
- Canboro Rd. both sides west to Regional Rd. 27 including all of the hamlet of Wellandport

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

- 3) The Corporation of the Town 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 Pelham the sum of One Thousand, Five Hundred Dollars (\$1,500.00) for each calendar month of fire protection, the first payment to be made February 1, 2002 in the amount of \$4,500.00 and the second April 1, 2002 in the amount of \$4,500.00 and quarterly thereafter.
- 5) This agreement shall come into force and effect on January 1, 2002 at 0001 hours and shall terminate on December 31, 2003 at 2400 hours.
- 6) This agreement shall automatically renew on the first day of January each year thereafter. Annual increases per monthly unit prices are to be in accordance with published Statistics Canada Consumer Price Index<sup>1</sup>, Canada and Provinces, Ontario. 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 the respective proper officers in the behalf.

**SIGNED, SEALED AND DELIVERED**

-In the presence Of-

)THE CORPORATION OF THE

)TOWNSHIP OF WEST LINCOLN

)

)MAYOR

)

)CLERK

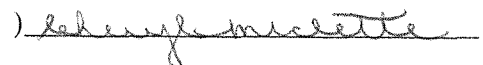
)

)THE CORPORATION OF THE

)TOWN OF PELHAM

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)MAYOR (ACTING)

)

)CLERK