

**SERVICE AGREEMENT  
FIRE SERVICES**

THIS AGREEMENT made this 1<sup>st</sup> day of April, 2002 A.D.

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

HEREINAFTER referred to as "TOWN"

- and -

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

HEREINAFTER referred to as "TOWNSHIP"

WHEREAS the Town and the Township recognize the need for and the benefits of entering into joint efforts in providing certain services;

AND WHEREAS there are existing agreements in place for the provision of shared services;

AND WHEREAS the Town requires the services of a Fire Prevention Officer;

NOW THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenant and agreements herein contained the parties agree as follows:

- (1) Each party agrees to pass the necessary by-laws to authorize the execution of this agreement.
- (2) The Township shall make available to the Town, the services of the Township's Fire Chief to perform the duties of Fire Prevention Officer for the Town, as well as any other administrative duties as determined by Pelham's Fire Chief from time to time.
- (3) The Township's Fire Chief shall be made available to the Town at those hours and those times as agreed by the Town's and the Township's Fire Chiefs, but in no case shall such hours exceed 20 per week.
- (4) The Town will reimburse the Township the actual hourly rate of the Township's Fire Chief for the hours worked in Pelham plus an overhead allowance of 15%.
- (5) This agreement shall come into force and effect on April 1, 2002 and shall terminate on December 31, 2002.
- (6) This agreement shall automatically renew on the first day of January each year thereafter unless either party shall give a written notice to the other party no later than September 30<sup>th</sup> in each year that it wishes to terminate this agreement at the end of that year.
- (7) Any notice or other writing requirement are permitted to be given under this agreement or for the purposes hereof (referred to in this paragraph as "notice") to any party shall be sufficiently given if delivered personally, by prepaid registered mail or by facsimile:

to the Town at:  
20 Pelham Town Square  
P.O. Box 400  
Fonthill, Ontario  
L0S 1E0  
Fax: (905) 892-5055

to the Township at:  
318 Canborough Street  
P.O. Box 400  
Smithville, Ontario  
L0R 2A0  
Fax: (905) 957-3219


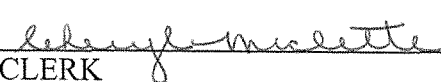

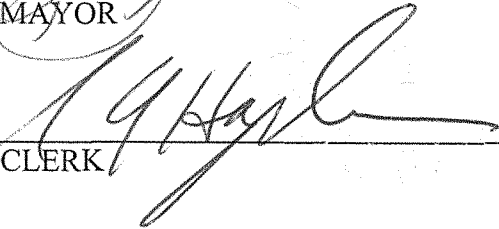
or at such other address as the party to whom such writing is to be given shall have last notified the party giving the same in the manner provided in this paragraph. Any notice delivered to the party to whom it is addressed as provided in this paragraph shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day. Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice given by facsimile shall be deemed to have been given and received on the next business day following its transmission. For the purposes of this agreement "business day" shall mean any other day than Saturday or Sunday on which the commercial banks located in Pelham, Ontario are open for business during normal banking hours.

(8) This agreement shall be governed by the laws of the Province of Ontario.

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

SIGNED, SEALED AND DELIVERED

- In the Presence Of -

) THE CORPORATION OF THE  
) TOWN OF PELHAM  
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) MAYOR  
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)   
) CLERK  
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) THE CORPORATION OF THE  
) TOWNSHIP OF WEST LINCOLN  
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) MAYOR  
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) CLERK