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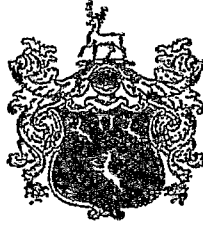
By-law
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OCT 23 1981

CITY OF THOROLD

CHARLES H. ORT, A.M.C.T.
CHIEF ADMINISTRATIVE-OFFICER
AND TREASURER

(MRS.) DOREEN TAYLOR, A.M.C.T.
DEPUTY-TREASURER



P.O. BOX 1044
THOROLD, ONTARIO
L2V 4A7

TELEPHONE: 227-6613

ROBERT M. CORBETT, A.M.C.T.
CLERK-COLLECTOR

JAMES CRUICKSHANK, P.ENG.
ENGINEER

ADDRESS CORRESPONDENCE TO:
R. M. Corbett

October 22, 1981

Town of Pelham,
Box 400,
Fonthill, Ontario
L0S 1E0

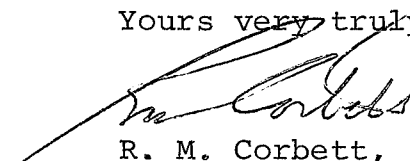
Attention: Murray Hackett,
Clerk-Co-ordinator

Dear Sir: Re: Agreement with the City of Thorold
 to provide fire protection in certain
 areas of the Town of Pelham and the
 City of Thorold

Your letter of October 7th enclosing two copies of the proposed agreement between Pelham and Thorold with respect to reciprocal fire protection in certain areas of the municipality is acknowledged.

In this respect I am enclosing one signed copy of the agreement along with a certified true copy of By-law No. 580 (81) authorizing such agreement.

Yours very truly,


R. M. Corbett,
Clerk

RMC:MD

Encl.

CITY OF THOROLD

BY-LAW NO. 580 (81)

A BY-LAW TO PROVIDE FOR THE CORPORATION
ENTERING INTO AN AGREEMENT REGARDING FIRE
PROTECTION WITH THE CORPORATION OF THE TOWN
OF PELHAM

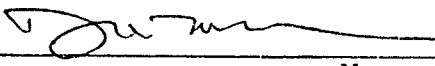
THE COUNCIL OF THE CORPORATION OF THE CITY OF THOROLD HEREBY
ENACTS AS FOLLOWS: -

1. Hereto attached and marked Schedule "A" is a form of agreement respecting fire protection between The Corporations of the City of Thorold and Town of Pelham and the same shall be deemed part of this by-law as if written herein.


2. The Mayor and Clerk are hereby authorized to execute the said agreement, Schedule "A", in duplicate, if drawn in the same form as Schedule "A" to this by-law although not attached hereto.

3. This by-law shall come into full force and effect when a like by-law shall have been passed and become effective by The Corporation of the Town of Pelham but if already passed by Pelham on the final passing of this by-law then this by-law shall come into immediate force and effect.

PASSED IN COUNCIL THIS 20th DAY OF OCTOBER, 1981

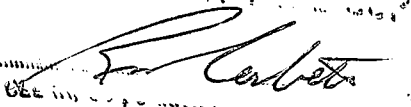


Mayor



Clerk

Bill #350

CLERK

SEE IN COPY

THIS AGREEMENT made in duplicate this 5th day of October, 1981.

BETWEEN:

THE CORPORATION OF THE CITY OF THOROLD

OF THE FIRST PART

AND:

THE TOWN OF PELHAM

OF THE SECOND PART

WHEREAS THE CITY OF THOROLD agrees to furnish fire protection and to answer emergency fire calls within the areas of the TOWN OF PELHAM hereinafter set forth 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 FIRE CALL" means any call upon the Thorold Fire Department for its services for extinguishing a fire. "FIRE PROTECTION" shall mean and include the availability for use for emergency fire calls, of the fire fighters and fire fighting equipment of the Thorold Fire Department.

2. The City of Thorold agrees that the Thorold Fire Department will be available for and will respond with necessary fire fighting equipment, to emergency fire calls and will furnish fire protection at all times during the duration of this agreement for the protection of the area of the Town of Pelham and more particularly described as follows:

Bounded on the north by the St. Catharines City Limits
Bounded on the south by Metler Road but not including Metler Rd.
Bounded on the east by the Thorold City Limits
Bounded on the west by Centre Street, both sides of Centre St.




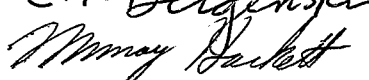
In return, the Town of Pelham agrees, under the same condition, to protect the Area of the City of Thorold, described as follows:

Bounded on the north by Highway #20, both sides, to Hwy. # 406 but not including the Hwy. # 406.
Bounded on the south by Welland City Limits
Bounded on the east by Hwy. # 406 but not including Hwy. # 406.
Bounded on the west by Pelham Town limits.

3. Both parties agree to answer every emergency fire call to fight a fire in the aforesaid areas and having done so, will remain at the scene of the fire until the fire is extinguished, or released by the Chief of the town in which the fire occurs.

4. The Chief of the Fire Department in any of the aforesaid areas shall be notified of the emergency fire call as soon as possible.
5. This agreement does not affect present arrangements between the Fire Departments of the Town of Pelham and the City of Thorold regarding Mutual Aid.
6. This agreement shall continue until terminated by either party giving to the other party notice, in writing, of the termination of the said agreement. Such notice shall be given if left with or addressed by prepaid registered mail to the Clerk of the party on which notice is to be served at his office address and the termination shall be effective thirty (30) days after the giving on the said notice. If the notice is served by registered mail it shall be deemed to have been served the day of such mailing.
7. If either party should require to vary this agreement or to alter the terms and conditions thereof, that party may give a notice to the other party effective thirty (30) days after the giving of the notice and such notice may be given by service in the same manner and on the same party as is provided for a notice of termination of the agreement.
8. This agreement and everything herein contained shall ensure to the benefit of and bind 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)	THE CORPORATION OF THE CITY OF THOROLD
)	
)	
in the presence of)	 MAYOR
)	 CLERK
)	
)	THE CORPORATION OF THE TOWN OF PELHAM
)	
)	
)	 MAYOR
)	 CLERK