

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.

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
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in the presence of) MAYOR
) CLERK
)
) THE CORPORATION OF THE TOWN OF PELHAM
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E.S. Bergenstern MAYOR
Monica Kuckett CLERK