

T H I S    A G R E E M E N T    made in duplicate this 30 day of DECEMBER, 1970.

B E T W E E N:

THE CORPORATION OF THE TOWN 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 Thorold agrees to furnish fire protection and to answer emergency fire calls within the areas 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 and includes a false alarm.

          "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.        (1) 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 Pelham, more particularly described as follows:

          Bounded on the north by the north boundary of Pelham, between North Palham Street and Centre Street;

Bounded on the east by Pelham Street North;

Bounded on the south by Metler Road, but not including Metler Road or Metler Road frontages;

Bounded on the west by Centre Street.

(2) Pelham agrees that the Pelham 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 Thorold, more particularly described as follows, namely:-

Bounded on the north by Highway #20;

Bounded on the west by the easterly limit of the Town of Pelham;

Bounded on the east by Hansler Road and its production southerly;

Bounded on the south by the northern limits of the City of Welland.

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 Fire Chief of the town in which the fire occurs.

4. The Chief of the Fire Department called out 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 Town 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 may be given by serving the Clerk hereinafter mentioned or may be 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 days after the giving of 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 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.

This agreement and everything herein contained shall enure 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)

in the presence of: )

)THE CORPORATION OF THE TOWN OF THOROLD

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)THE CORPORATION OF THE TOWN OF PELHAM

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W. E. Green Mayor

G. A. Out Clerk

W. E. Green Mayor

G. A. Out Clerk