

THE CORPORATION OF THE
T O W N O F P E L H A M
BY-LAW #807 (1982)

Being a by-law to authorize the Mayor & Clerk
to enter into an agreement with the Fonthill
Volunteer Fire Association with regard to use
of Fire Station No. 1.

WHEREAS the Council of the Corporation of the Town of Pelham
deems it necessary and desirable to enter into an agreement with the Fonthill
Volunteer Fire Association with regard to the use of Fire Station No. 1;

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 Fonthill Volunteer Fire
Association 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.

READ A FIRST AND SECOND TIME THIS
7th. DAY OF SEPTEMBER, 1982 A.D.

E.S. Bergenstern
MAYOR

Mary Hackett
CLERK

READ A THIRD TIME AND FINALLY PASSED
BY COUNCIL THIS 4th. DAY OF OCTOBER,
1982 A.D.

E.S. Bergenstern
MAYOR

Mary Hackett
CLERK

THIS AGREEMENT made in triplicate this 1st. day of September , 1982 A.D.
BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter called the "Town",
OF THE FIRST PART,

- and -

THE FONTHILL VOLUNTEER FIRE ASSOCIATION,
Hereinafter called the "Association",
OF THE SECOND PART.

WHEREAS the Corporation of the Town of Pelham is the Owner of lands being Part 1 on Reference Plan 59R-3178 in the Town of Pelham, Regional Municipality of Niagara, on which is situated a building known as Fire Station #1;

AND WHEREAS the Association is desirous of having use of certain portions of Fire Station #1 for their meetings and for the general purposes of the Association;

AND WHEREAS this Agreement is entered into for the purpose of permitting the Association to have the use of certain portions of the building and to maintain said building in a satisfactory condition;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

(1) THAT in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada, now paid by the Party of the Second Part to the Party of the First Part (the receipt of which is hereby acknowledged), the Parties mutually covenant and agree as follows:

(a) The Party of the First Part agrees:

(i) That the Association be granted use of those portions of Fire Station #1 which are not used specifically for the provision of fire protection services so long as the Association continues to provide volunteer fire protection service in the Town. This permission shall include common hallways, which are required to gain access to the areas to be used by the Association and washroom facilities.

(ii) To place fire insurance on the building and contents, save and except for those items which are owned by the Association and not affixed to the building, with the sum to be determined by Council.

(iii) To give a minimum of two (2) weeks notice to the Association should the Town require the use of all or a portion of the area granted to the Association, for polling stations at Federal, Provincial or Municipal Elections and for public meetings initiated by the Town with regard to planning matters affecting the immediate area of the Firehall site.

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(iv) To grant to the members of the Association and the Ladies' Auxiliary to the Association the use of the areas as set out in Subsection (i) for meetings and the general purposes of the Association and for the use of the areas for social events only by the Association and Auxiliary as groups upon permission of the Association with final veto by the Chief, who will advise the Association in writing of reasons for veto.

(v) To provide normal snow plowing services to permit adequate space for the parking of vehicles on the grounds.

(b) The Party of the Second Part agrees:

- (i) That the use of the building is limited to those portions of the building which are not used specifically for the provision of fire protection services, save and except for washrooms and common hallways which provide access to the areas used by the Association.
- (ii) To provide the necessary liability insurance, in order to protect the Town from any claims that may arise, and that a copy of the liability policy be provided to the Clerk of the Town of Pelham.
- (iii) To carry contents insurance sufficient to cover the contents in the ownership of the Association.
- (iv) To provide for the cleaning and routine maintenance of the complete building.
- (v) To permit, at no charge, the use of all or a portion of the area granted to the Association for polling stations at Federal, Provincial or Municipal Elections and for public meetings initiated by the Town in regard to planning matters affecting the immediate area of the Firehall site.
- (vi) To obtain approval from the Town before commencing any renovations to the building or grounds.

IN WITNESS WHEREOF THE PARTY OF THE SECOND PART HEREUNTO SET ITS HAND AND SEAL AND THE TOWN HAS HEREUNTO AFFIXED ITS CORPORATE SEAL UNDER THE HANDS OF ITS MAYOR AND CLERK.

Signed, Sealed & Delivered
- In the Presence of -

(THE CORPORATION OF THE TOWN OF PELHAM

(*E.S. Berggren*

(MAYOR

(*Mary Hackett*

(CLERK

(THE FONTHILL VOLUNTEER FIRE ASSOCIATION

(*Ronald Eugene Sabo*

(PRESIDENT

(*Ronald James Johnston*

(SECRETARY