BY-LAW NO. 9-87

COUNTY OF PARKLAND NO. 31

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE SUMMER VILLAGE OF SILVER SANDS FOR THE PURPOSE OF PROVIDING FIRE PROTECTION SERVICES WITHIN THE VILLAGE.

WHEREAS, under the provisions of Section 158 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 1980 and amendments thereto, the Council of a municipality may pass a By-law to enter into an agreement with the Council of another municipality with respect to extinguishing fires or preserving life or property from injury or destruction by fire on land within or outside the municipality to provide:

(i) for the charging of any cost incurred, or a minimum fee, to the owner or occupant of the land, and

(ii) for the recovery of that cost or fee as provided for in the agreement.

NOW THEREFORE, the Council of the County of Parkland No. 31 in regular meeting duly assembled enacts as follows:

That the Reeve and Municipal Secretary are directed and authorized to enter into an agreement, a copy of which is hereto annexed, with the Council of The Summer Village of Silver Sands for fire protection services.

READ A FIRST TIME this 19th day of March, A.D. 1987.

READ A SECOND TIME this 19th day of March, A.D. 1987.

READ A THIRD TIME and finally passed by the unanimous consent of all Councillors present this 19th day of March, A.D. 1987.

REEVE

S E A L

MUNICIPAL SECRETARY

THIS AGREEMENT made this 10th day of February A.D. 1987
BETWEEN:

THE COUNTY OF PARKLAND #31, a Municipal Corporation (hereinafter called "Parkland"),

OF THE FIRST PART

- and -

THE SUMMER VILLAGE OF SILVER SANDS
Hereinafter called (the Village),

OF THE SECOND PART

WHEREAS the Municipal Council for Parkland has established a schedule of charges for fire services provided by Parkland to other municipalities; and

WHEREAS the above mentioned Parties have agreed that Parkland may provide fire fighting services within the Summer Village of Silver Sands subject to all the terms, conditions and provisions set out in this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree together as follows:

1. That in the event that a fire occurs in the Summer Village of Silver Sands and within those limits, and insofar as it can reasonably do so, Parkland will furnish one pumper and a sufficient number of the employees of its Fire Department to man the said pumper to respond to a call to the said fire.

2. Forthwith upon demand the Village shall pay to Parkland for services rendered under this agreement the following charges:

2. (A) The sum of $200.00 (two hundred dollars) per hour for its fire fighting unit and crew.

(B) The sum of $150.00 (one hundred and fifty dollars) or fraction thereof for each additional hour.

(C) The County - Water Tanker may provide water supply assistance, as directed through the County Fire Chief or his designee. For this service the Village shall pay the sum of $100.00 (one hundred dollars) per hour.

3. The hour or fraction hereof mentioned in paragraphs 2 - A,B,C, of this agreement shall be determined from the time the pumper and/or tanker leaves Parkland's or the Village fire stations to respond to the call to the time that said unit returns to the fire station after responding to the call.

4. It is understood and agreed that Parkland's Fire Department shall not respond to calls for grass or brush fires, unless a dwelling or other yard buildings are in danger.

5. Notwithstanding the foregoing provisions Parkland is not required to respond to any fire call made pursuant to this agreement unless a pumper and a sufficient number of the employees of Parkland's Fire Department to man the pumper can be reasonably spared at the time of the call.

6. In the event that the Parkland Fire Chief is of the opinion that a fire is serious and that an additional fire fighting vehicle or vehicles may be reasonably spared the Fire Chief may in his sole discretion direct to the fire such additional vehicle or vehicles and for such vehicle the Village will pay in accordance with the rates set out in paragraph 2 hereof.

7. For any fire fighting vehicle or vehicles dispatched to the Village in answer to any call for fire protection, the Village shall be legally liable to pay in accordance with the rates set out herein and shall on demand promptly pay the costs of any such call. Parkland shall not be required to first verify the bonafides of any such call.

8. It is understood and agreed that Parkland shall not be liable for any penalty or damages whatsoever for failing to respond to any call to a fire or for any breach of this agreement committed by Parkland, and the Village hereby remises, releases and discharges Parkland, its successors and assigns of and from all manner of actions, causes of action which against Parkland, the Village may have by reason of any breach of this agreement on the part of Parkland.

9. This agreement shall be in force and effect from the date hereof until either party shall give to the other party thirty (30) days notice in writing of intention to cancel the agreement.

IN WITNESS HEREOF the parties hereto have executed this agreement at the County of Parkland #31 in the Province of Alberta the day and year first hereinbefore written.

THE COUNTY OF PARKLAND #31

REEVE

MUNICIPAL SECRETARY

THE SUMMER VILLAGE OF SILVER SANDS

COMMITTEE CHAIRMAN

VILLAGE ADMINISTRATOR