

SUMMER VILLAGE OF MEWATHA BEACH IN THE PROVINCE OF ALBERTA

A BYLAW OF THE SUMMER VILLAGE OF MEWATHA BEACH IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF ENTERING AN AGREEMENT WITH THE COUNTY OF ATHABASCA TO PROVIDE FIRE PROTECTION TO THE SUMMER VILLAGE OF MEWATHA BEACH.

WHEREAS, the Council of the County of Athabasca No. 12 has acquired fire fighting equipment to provide fire protection to the property of the residents and taxpayers of the County of Athabasca No. 12; and

WHEREAS, the Council of the Summer Village of Mewatha Beach is desirous of having the County of Athabasca provided fire protection to the property of its residents and taxpayers;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

THAT in the event a fire occurs on any property located within the limits of the Summer Village of Mewatha Beach, the County of Athabasca fire fighting equipment located in the Village of Boyle will respond to a call to the said fire if not already engaged in fighting a fire at another location.

THAT in the event that the person in charge of the fire fighting equipment is of the opinion that the fire is serious enough to warrant additional fire fighting equipment, that person may in his/her sole discretion request additional equipment.

THAT the County of Athabasca shall not be liable for any penalty or damages whatsoever for failing to respond to any fire call.

THAT the Summer Village of Mewatha Beach hereby remises, releases and discharges the County of Athabasca, its successors and assigns from any and all manner of action or causes of actions may have against the County of Athabasca by reason of any breach of this agreement on the part of the County of Athabasca.

THAT the Summer Village of Mewatha Beach shall indemnify and save harmless County of Athabasca and members of the fire brigade from any claims and demands for damages made by any person having an interest in the property in respect to which a fire is fought.

THAT for the services rendered by the County of Athabasca under this agreement the Summer Village of Mewatha Beach shall, annually, pay a sum to be calculated as a percentage of the total fire protection actual expenditures incurred by the County of Athabasca in the previous year. The percentage shall be determined utilizing the equalized assessment of the Summer Village of Mewatha Beach as a portion of the total equalized assessment of municipalities receiving fire protection through the County of Athabasca.

THAT either party may, at any time, request an amendment to this agreement by giving, to the other party, a written notice of the request and said request shall be dealt with within 60 days of the date of the request or it shall be deemed refused.

THAT this agreement may be terminated by either party by giving to the other party sixty (60) days written notice, by registered mail, of its intention to terminate the agreement.

THAT this agreement shall be effective as, on and from the date hereof.

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BY- LAW 56-86

READ A FIRST TIME THIS 26 DAY OF AUGUST, 1986.

READ A SECOND TIME THIS 26 DAY OF AUGUST, 1986.

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS 26 DAY  
OF AUGUST, 1986.

  
MAYOR

  
ADMINISTRATOR

