

BY LAW #78-93

A By Law of the Village of Legal in the Province of Alberta, to authorize the Mayor and the Administrator to execute a fire services agreement with the Municipal District of Westlock.

WHEREAS, the Municipal District of Westlock deems it desirous and to the benefit of the residents of that municipality that additional and subsequent fire protection be accessible;

AND WHEREAS, the Council of the Village of Legal deems that services could be provided by the Village of Legal under such terms as indicated in the agreement;

NOW THEREFORE, under the Authority of the Municipal Government Act, R.S.A. 1980, Chapter M.26, Section 158(c) be it enacted that the Mayor and Administrator be authorized to sign the agreement which is attached to and forming part of this Bylaw and marked as Schedule "A" between the Village of Legal and the Municipal District of Westlock whereby the Village of Legal will provide the said fire service insofar as the Agreement provides.

This Bylaw shall come into force upon the agreement being duly authorized by the Municipal District of Westlock and the Village of Legal and upon this bylaw being given Third reading and finally passed.

READ A FIRST TIME THIS 6th DAY OF December, A.D. 1993

[Signature]
Mayor

[Signature]
Administrator

READ A SECOND TIME THIS 6th DAY OF December, A.D. 1993

[Signature]
Mayor

[Signature]
Administrator

READ A THIRD AND FINAL TIME AND FINALLY PASSED THIS 4th DAY
OF January, A.D. 1994 when.

[Signature]
Mayor

[Signature]
Administrator

SCHEDULE "A"

AGREEMENT

BETWEEN:

MUNICIPAL DISTRICT OF WESTLOCK NO. 92
(hereinafter referred to as "the M.D.")

- and -

VILLAGE OF LEGAL
(hereinafter referred to as "Legal")

WHEREAS the M.D. requires fire protection in a portion of the Municipal District of Westlock No. 92; and

WHEREAS Legal is prepared to provide the said service insofar as this Agreement provides.

NOW THEREFORE THIS AGREEMENT WITNESSETH that under the authority of a Bylaw passed by the Village and the M.D. pursuant to Section 158(c) of the Municipal Government Act, RSA 1980, Chapter M-26 and amendments thereto, the parties hereto covenant and agree with each other, except as otherwise stated, as follows:

1. Legal shall respond, as the first response team on a twenty-four (24) hour standby basis, to all fire calls within that portion of the M.D. located East of Highway #2 and South of the Correction Line South of Township 59, hereinafter referred to as "the Response District" (see attached plan, Schedule "A"), providing Legal has not already responded to a fire within Legal limits.
2. It is understood by both parties to the Agreement that Legal's primary responsibility is to the provision of fire protection service within Legal. As such, the M.D. shall dispatch a back-up (replacement) unit, upon request of Legal; such request, at Legal's discretion, may be made immediately upon receipt of a fire call.
3. The M.D. shall pay Legal, as full compensation for services provided:
 - 1) \$2,750.00 per year for remuneration to firemen;
 - 2) \$2,000.00 per year for fire protection equipment;
 - 3) Fire Call rates per time called:
 - First Hour - \$300.00
 - Each additional hour - \$200.00

For the purpose of calculating the chargeable time, it will commence from the time Legal's unit departs from the Fire Hall located in Legal.

Legal shall provide a minimum of two (2) people when answering a fire call and will provide a report on each call responded to.

Legal shall provide adequate fire fighting equipment, and any other equipment necessary, and shall conduct the services required in a manner consistent with the standards determined by the Fire Protection Branch, Alberta Labour.


Legal shall provide adequate insurance to cover employees for injury, disability and/or death and will further indemnify the M.D. from all liability arising from any negligence or wrong doing on the part of Legal or it's employees.

THIS AGREEMENT may be amended from time to time by mutual agreement of the parties.

THIS AGREEMENT may be terminated, at any time, by any party to this Agreement, upon thirty (30) days written notice.

THIS AGREEMENT shall come into force January 1, 1994 and shall remain in force until December 31, 1996 unless earlier terminated by the parties to this Agreement.

MUNICIPAL DISTRICT OF WESTLOCK NO. 92

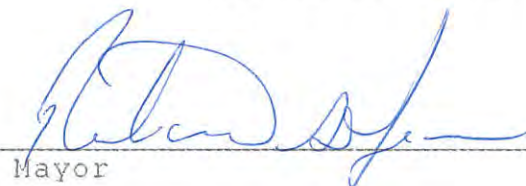


Reeve



Municipal Administrator

VILLAGE OF LEGAL



Mayor



Administrator