

**CORPORATION OF THE
VILLAGE OF BARNWELL IN THE
PROVINCE OF ALBERTA**

BYLAW NO. 01-17

BEING A BYLAW OF THE VILLAGE OF BARNWELL IN THE PROVINCE OF ALBERTA FOR THE PURPOSE OF THE ESTABLISHMENT AND OPERATION OF A VOLUNTEER FIRE DEPARTMENT AND FOR THE PROTECTION AND PRESERVATION OF LIFE AND PROPERTY WITHIN THE VILLAGE OF BARNWELL.

WHEREAS pursuant to section 7 of the *Municipal Government Act* being RSA 2000 Chapter M-26, a Council may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;

AND WHEREAS Council of the Village of Barnwell wishes to enter into a Fire Partnership Agreement with the Municipal District of Taber establish volunteer fire protection services within the Village of Barnwell to provide for the operation of a joint fire department;

AND WHEREAS the Council of the Village of Barnwell may adopt a Level of Service for the provision of fire services within the Village,

AND WHEREAS, the Village of Barnwell wishes to become accredited by the Safety Codes Council in the Fire Discipline and wishes to establish a joint quality management plan with the Municipal District of Taber; and

AND WHEREAS the Village of Barnwell wishes to establish a joint municipal emergency plan with the Municipal District of Taber;

AND WHEREAS the Village of Barnwell deems it necessary to regulate the use and setting of fires within the Village of Barnwell;

NOW THEREFORE, the Council of the Village of Barnwell pursuant to that authority conferred upon it by the laws of the Province of Alberta enacts as follows:

Section 1. Name of Bylaw

1.1 This Bylaw may be cited as the "Fire Services Bylaw".

Section 2. Definitions

- a) "Designated Officer" means the position of Municipal Administrator, the Fire Chief, Deputy Fire Chief, Community Peace Officer, Bylaw Officer or RCMP Officer and any other position so designated by Council by By-law, and shall mean a Designated Officer within the meaning of the Municipal Government Act and this bylaw;

- b) "False Alarm" shall mean any fire alarm that is set through wilful, accidental, human or mechanical error and causes the Fire Department to respond to a fire or emergency which in fact is not in existence;
- c) "Fire Ban" shall mean the prohibition of the lighting of fires in the Village of Barnwell
- d) "Fire Department" shall mean the department established and maintained by the Fire Partnership agreement for the purpose of providing Fire Protection and Emergency Response Services;
- e) "Fire Hazard" shall mean any condition, circumstance or event that increases the possibility and/or probability of fire occurrence;
- f) "Fire Partnership Agreement" shall mean an agreement entered into by the Village of Barnwell with the Municipal District of Taber for the prevention and control of fires within the Village of Barnwell and the Municipal District of Taber;
- g) "Fireworks" shall mean any article defined as a firework or firecracker pursuant to the Canada Explosives Act or regulations thereto, as well as the Alberta Fire Code, as amended, repealed or replaced from time to time;
- h) "Fire Safety Codes Officer" means the person or persons appointed by the Council to fulfill the responsibilities and duties of a Fire Safety Codes Officer in accordance with the Safety Codes Act and this bylaw.
- i) "Joint Quality Management Plan" means a joint plan undertaken by the Village of Barnwell and the Municipal District of Taber as required by the Fire Safety Code Act for communities that are accredited in the Fire Discipline of the Code and this bylaw.
- j) "Level of Service" shall mean the Level of Service adopted by the Municipal District of Taber for the Municipal District of Taber Regional Fire Service to meet the intent of the Alberta Occupational Health and Safety Code and the Alberta Code of Practice for Fire Fighters.
- k) "Municipal Administrator" means the Chief Administrative Officer for the Municipal District of Taber and whatever subsequent title may be conferred on that officer by Council or Statute.
- l) "Operational Guidelines" means the policies, procedures and practices adopted by the Municipal District of Taber for the purpose of operating its fire service.
- m) "Permit" shall mean the written authority of the Municipal Administrator, the Fire Chief or Deputy Fire Chief issued pursuant to this bylaw;
- n) "Recreational Fire" shall mean a fire contained within a non-combustible container which is set for the purpose of cooking, obtaining warmth or viewing for

pleasure and may only be fuelled with seasoned wood, charcoal, coal, natural gas or propane;

- o) "Village Administrator" means the Chief Administrative Officer for the Village of Barnwell and whatever subsequent title may be conferred on that officer by Council or Statute.
- p) "Violation Tag" shall mean a tag or similar document issued pursuant to the Municipal Government Act, R.S.A. 2000, Chapter M-26, as amended or repealed and replaced from time to time, and any regulations there under;
- j. "Violation Ticket" shall mean a ticket issued pursuant to Part 2 of the Provincial Offences Procedure Act, R.S.A. 2000, Chapter P-34, as amended or repealed and replaced from time to time, and any regulations there under;

3. FIRE SERVICE ESTABLISHED

- 3.1 The Council of the Village of Barnwell hereby establishes a Fire Service for the Village of Barnwell and authorizes the Village of Barnwell to enter into a Fire Partnership Agreement with the Municipal District for the provision of fire services, said agreement is attached to this Bylaw as Schedule "B".
- 3.2 The Village of Barnwell hereby establishes the Regional Fire Partnership Committee whose structure and mandate are outlined within the Fire Partnership Agreement which is attached as Schedule "B" and whose mandate includes the following purposes:
 - (a) Review and establish the annual operating budget of the Fire Department operating in the Village of Barnwell and make recommendations to the Council of the Village of Barnwell and the Municipal District of Taber to adopt or amend.
 - (b) Review and recommend to the Municipal District of Taber Council changes to policies, practices or procedures pertaining to the Fire Department.
 - (c) Receive reports from designated officers of the Municipal District of Taber and the Village of Barnwell.
- 3.3 The Council of the Village of Barnwell is hereby authorized to undertake and complete all financial obligations that may arise from this or another bylaw related to the provision of Fire Services.
- 3.4 The Fire Department serving the Village of Barnwell shall operate in accordance with the Operational Guidelines as amended or replaced from time to time by the Municipal District of Taber.
- 3.5 The Council of the Village of Barnwell is authorized to enter into a joint quality management plan agreement with the Municipal District of Taber under the provisions of the Alberta Safety Code and shall appoint the Fire Safety Code Officers authorized to administer the plan by the Municipal District of Taber as the Fire Safety Code Officers for the Village of Barnwell.

4. PROHIBITIONS

- 4.1 No person shall burn garbage, waste material, or any other flammable material within the Village of Barnwell unless a written permit from the Fire Chief or Deputy Fire Chief has been obtained;
- 4.2 No person shall store more than 60 liters of gasoline on any property within the Village without the written consent of the Municipal Administrator.
- 4.3 No person in lawful possession of a property shall allow any combustible material to accumulate on property on which they are the owner or in lawful possession.
- 4.4 No person shall allow any residential waste to be burned within the boundaries of the Village of Barnwell for any reason whatsoever.
- 4.5 Notwithstanding subsection 4.3 a person whose property is not in a commercial district or classified as a commercial establishment may have a fire pit for recreational fires for their personal enjoyment as long as:
 - a.) it is situated at least two (2) meters from any other combustible material, house, garage or similar structure or gas service to any building; measured from the part of the Fire Pit which is closest to the structure or material;
 - b.) it is surrounded by bricks, cement or rocks suitable to contain sparks originating from said fire;
 - c.) it does not have walls which exceed 0.75 meters in height measured from the ground level to the top of the wall of the Fire Pit excluding any chimney;
 - d.) it is not located under any tree, overhanging branches, wires or cables;
 - e.) the use of said pit does not interfere with the rest and enjoyment of any other property;
 - f.) it complies with all fire code regulations or approved by the Fire Chief; and;
 - g.) a water source must be readily available to extinguish said fire;
- 4.6 Subject to exceptions set out in 4.7, no person, being the owner of a property or the person in lawful possession of a property shall allow the sale, storage or discharge of fireworks.
- 4.7 The Village Administrator or the Fire Chief may, upon written application, permit qualified personnel to ignite fireworks and conduct firework displays for Town sponsored and/or cosponsored events. Conditions and restrictions on the use of

the fireworks and displays as may be deemed appropriate including but not limited to:

- a.) hours of day/days of the week
- b.) length of display
- c.) geographic location
- d.) requirement for notification of adjacent residents
- e.) safety precautions

- 4.8 Nothing in this bylaw shall prevent the fire department or public works department, under direction of the Fire Chief, Deputy Fire Chief or Captain, from burning any combustible materials anywhere within the Town;
- 4.9 No person shall obstruct an enforcement officer in the lawful execution of his duties to enforce the provisions of this bylaw;
- 4.10 No person, being the owner of a property or the person in lawful possession of a property shall allow false alarm(s) to occur for which the Fire department is requested to attend.

5. PROPERTY IDENTIFICATION

- 5.1 All properties must be clearly marked with its civic address number for identification purposes in the event of an emergency.
- 5.2 Property owners shall be responsible for displaying the number of the building in a location which is visible and legible from the sidewalk or roadway.

6. ENFORCEMENT

- 6.1 Any person who contravenes any provision of this bylaw is guilty of an offence and is liable to a penalty as set out in Schedule "A" of this bylaw.
- 6.2 Where a Designated Officer has reasonable grounds to believe that a person has violated any provision of this bylaw, the Designated Officer may commence enforcement against such person by issuing a written order to the person giving a specified time to remedy the violation.
- 6.3 Where a Designated Officer has reasonable grounds to believe that a person has violated any provision of this bylaw, the Designated Officer may commence enforcement against such person by issuing a Municipal Violation Tag in such form as prescribed from time to time by a designated officer of the municipality.-
- 6.4 Where a Designated Officer has reasonable grounds to believe that a person has violated any provision of this bylaw and the Designated Officer has issued a Municipal Violation Tag pursuant to section 6.3 and that the voluntary penalty has gone unpaid in excess of twenty-one (21) days, or if the Designated Officer feels it to be in the best interest of the Village of Barnwell for the person to appear

before a Provincial Court Judge, he may commence court proceedings against such person by:

- a.) Issuing the person a Violation Ticket pursuant to the provision of Part 2 of the Provincial Offences Procedure Act; or
- b.) Swearing out an Information and Complaint against the person.

6.5 Where a Designated Officer issues a Violation Ticket in accordance with section 11.3 of this bylaw, the Officer may either:

- a.) Require the person to pay the specified penalty as provided for the offence in schedule "A" of this bylaw by including such specified penalty in the Violation Ticket, or
- a.) Require a Court appearance of the person where the Designated Officer believes that such appearance is in the public interest, pursuant to the provisions of Part 2 of the *Provincial Offences Procedure Act*

6.6 No provision of this bylaw or any action taken pursuant to any provision of this bylaw shall restrict, limit, prevent or preclude the Village of Barnwell from pursuing any other remedy in relation to a Property provided by the *Municipal Government Act*, or any other law of the Province of Alberta.

6.7 Notwithstanding whether a Violation Ticket has been issued under this section, any Owner or Occupier who contravenes this bylaw may be issued an order by a Designated Officer to remedy the contravention in any manner deemed necessary under the circumstance pursuant to section 545 or section 546 of the *Municipal Government Act* without first laying a charge for the offence.

6.8 For an offence of continuing nature a second and subsequent offence will be deemed to have been committed for each day the offence goes un-remedied as long as only one violation ticket is issued per 24 hour period.

6.9 Any person who contravenes any provision of this bylaw is guilty of an offence and liable upon summary conviction to a penalty of not less than One Hundred Dollars (\$100.00) and not exceeding Ten Thousand Dollars (\$10,000) or in default of payment to imprisonment for a period not exceeding six (6) months.

7. Gender

In this bylaw, whenever the male gender is specified it shall be interpreted as meaning both male and female as applicable.

8. Repeals

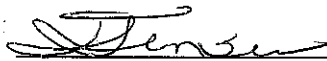
Upon 3rd and final reading of this bylaw the following bylaws of the Village of Barnwell are hereby repealed:


- a) Bylaw No. 4-03 and Bylaw No. 3-13

Read a first time on this 16th day of March, 2017.

Read a second time on this 16th day of March, 2017.

By unanimous consent, read a third time and finally passed this 16th day of March, 2017.


MAYOR


ADMINISTRATOR

Schedule "A"

Bylaw No: 01-17

Penalties:

Section	Offence	1st Offence Penalty	2nd Offence Penalty within (1) Calendar year	3rd Offence Penalty within (1) Calendar year
4.1	Burning garbage, waste material or any other flammable material	Warning	\$200.00	\$500.00
4.2	Improper storage of combustible materials	Warning	\$200.00	\$500.00
4.3	Accumulation of combustible material	Warning	\$200.00	\$500.00
4.4	Burning prohibited material	\$200.00	\$200.00	\$500.00
4.5	Use of an unauthorized fire pit	\$100.00	\$200.00	\$500.00
4.6	Storage, sale, discharge of fireworks	\$200.00	\$500.00	\$500.00
4.9	Obstruction of designated officer	\$500.00	\$1,000.00	\$1,000.00
4.1	False Alarm	Warning	\$200.00	\$500.00
5.1 & 5.2	Failing to display civic address	warning	\$50.00	\$100.00

Schedule "B"

THIS AGREEMENT made this 28 day of March, A.D. 2017.

BETWEEN:

**THE VILLAGE OF BARNWELL
IN THE PROVINCE OF ALBERTA
BARNWELL, ALBERTA**

OF THE FIRST PART

- And -

**THE MUNICIPAL DISTRICT OF TABER
IN THE PROVINCE OF ALBERTA
TABER, ALBERTA**

OF THE SECOND PART

WHEREAS; Pursuant to the provisions of Section 54 of the Municipal Government Act, R.S.A. c.M-26.1, a Municipality may provide any service or thing that it provides in all or a part of the Municipality in other municipal authorities with the agreement of the other municipal authorities; and

AND WHEREAS the Municipal Government Act, R.S.A. 2000, c. M-26, as amended, provides that a Council of a Municipality may pass bylaws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property; and for services provided by or on behalf of the Municipality;

AND WHEREAS a Bylaw has been passed by both the Municipal District of Taber and the Village of Barnwell authorizing the establishment of a Regional Fire Partnership Agreement for the purpose of establishing a fire department in the Village of Barnwell which operates as part of the Municipal District of Taber Regional Fire Service and which serves the Village of Barnwell and the Municipal District of Taber;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein set forth, the parties here to covenant and agree with each other, as follows:

1.1. DEFINITIONS

In this Agreement the following words and expression shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- 1.1 "Act" means the Municipal Government Act, R.S.A. 2000, c. M-26.1
- 1.2 "Agreement" means the MD of Taber – Village of Barnwell Regional Fire Agreement established to include Fire and any other protective services deemed by the Municipalities as being of importance for the protection of life and property.
- 1.3 "Committee" means a Committee established by the Municipal District of Taber and the Village of Barnwell for the purpose of establishing an annual operating budget and to develop and review on an ongoing basis policies, procedures and practices for the benefit of both municipalities.
- 1.4 "Capital Budget" means the budget for equipment purchased annually over the value of \$10,000.00.
- 1.5 "Chair" means the chairperson of the Committee.
- 1.6 "Director" means the representative of a Member on the Committee appointed in accordance with this Agreement.

- 1.7 "Fire Department" means the fire department established in the Village of Barnwell pursuant to this agreement.
- 1.8 "Manager" means the Fire Chief of the Municipal District of Taber Regional Fire Department.
- 1.9 "M.D." or "M.D. of Taber" or "Municipal District of Taber" means a Municipal Corporation established and existing pursuant to the laws of the Province of Alberta.
- 1.10 "Member" or "Members" means the Municipal District of Taber and the Village of Barnwell.
- 1.11 "Managing Municipality" means the Municipal District of Taber.
- 1.12 "Operating Budget" means the annual budget which is shared equally by the Members and which is established annually to pay for costs associated with the operation of the fire department based in the Village of Barnwell.
- 1.13 "Regional Fire Service" means the Municipal District of Taber Regional Fire Service which consists of fire departments in Hays, Enchant, Grassy Lake, Vauxhall and Taber (which includes the service in Barnwell).
- 1.14 "Regular Meeting" means the meetings of the Board the Committee to be held each year on dates and at locations to be determined by resolution of the Committee pursuant to this Agreement.
- 1.15 "Service Area" means that geographic area located within the Municipal boundaries of the M.D. of Taber and the Village of Barnwell.
- 1.16 "Special Meeting" means a meeting of the Committee called in accordance with this Agreement.
- 1.17 "Village" or "Village of Barnwell" a Municipal Corporation established and existing pursuant to the laws of the Province of Alberta.
- 1.18 All other words in this Agreement are as defined or used in the Act or the Regulation.

2.0 ESTABLISHMENT OF REGIONAL FIRE PARTNERSHIP

- 2.1 The M.D. of Taber and the Village of Barnwell hereby establish this partnership agreement for the purpose of establishing a fire service in the Village of Barnwell for the purpose of providing Fire protection services to the M.D. of Taber and the Village of Barnwell on the terms set out in this agreement.
- 2.2 The service area for the Fire Department shall include the geographic boundaries within the Municipal District of Taber and the Village of Barnwell.
- (a) The fire department so established by this agreement may provide any protective services to the Municipal District of Taber or the Village of Barnwell or any service pursuant to any inter-municipal mutual aid agreement a member municipality may enter into subject to the member municipalities agreeing to provide such services.
- 2.3 Fire protection services pursuant to this agreement may, in addition to the Fire Department located in the Village of Barnwell, also be provided by any and all resources operated by the Municipal District of Taber from time to time at the discretion of the Municipal District of Taber.
- (a) Provision of additional fire services pursuant to Section 2.3 shall not be assessed any fees or charges unless specified in another agreement.

3.0 COVENANTS OF THE MUNICIPAL DISTRICT OF TABER

- 3.1 The Municipal District of Taber shall:

- (a) Provide Fire and Rescue service to the Village of Barnwell on a year round twenty-four (24) hours per day, seven (7) days per week basis during the term whether from the Fire Department operating in the Village of Barnwell and/or from any other Fire Department operated by the Municipal District of Taber when required commencing March 30, 2017.
- (b) Promptly pass and maintain any required bylaws necessary to facilitate the implementation of this agreement as well as the establishment of a joint Quality Management Plan in accordance with the Safety Codes Act, a joint Municipal Emergency Plan in accordance with the Alberta Emergency Management Act or any other initiative which shall arise from the collaboration and cooperation of the two municipalities.
- (c) Pay all invoices arising from an approved operating budget.
- (d) Establish a Joint Quality Management Plan for the Village of Barnwell and the Municipal District of Taber in accordance with the Safety Codes Act.
- (e) Perform fire inspections as per the Alberta Safety Codes Act.
- (f) Establish a joint Municipal Emergency Plan in accordance with the Alberta Emergency Management Act.
- (g) Keep and maintain proper records with respect to all Fire calls responded to and promptly notify the Village of Barnwell of any fire or rescue events within their municipality and provide information of same.
- (h) Fulfill the terms of this agreement.
- (i) All other duties deemed by the Municipal District of Taber to be required acting in good faith.

4.0 COVENANTS OF THE VILLAGE OF BARNWELL

- (a) Promptly pass and maintain any required bylaws necessary to facilitate the implementation of this agreement as well as the establishment of a joint Quality Management Plan in accordance with the Safety Codes Act, a joint Municipal Emergency Plan in accordance with the Alberta Emergency Management Act or any other initiative which shall arise from the collaboration and cooperation of the two municipalities.
- (b) Pay all invoices arising from an approved operating budget.
- (c) Fulfill the terms of this agreement.
- (d) All other actions deemed by the Village of Barnwell to be required acting in good faith.

5.0 TERMS OF AGREEMENT

- 5.1 This Agreement may not be terminated.
- 5.2 Should a conflict due to any reason with respect to this agreement the Dispute Resolution procedures as outlined in Section 6.0 shall be enacted to resolve any matter.
- 5.3 Notwithstanding Section 5.1 the terms of this agreement may be renegotiated where a resolution has been passed by the respective Council of the M.D. of Taber and the Village of Barnwell authorizing the agreement to be reviewed.

6.0 DISPUTE RESOLUTION

- 6.1 In the interest of cooperative and harmonious relations, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.
- 6.2 Any operational questions, concerns and/or conflicts are to be brought to the attention of the Municipal Administrator and/or the Village Administrator through the appropriate chain of command of the Administrators shall undertake reasonable efforts to resolve the issues between themselves.
- 6.3 Where the Administrators are unable to resolve the issues, the following provisions in section 6.4 shall apply to the resolution of conflicts between the Parties as they arise.
- 6.4 Any dispute between the Parties hereto as to the interpretation of, subject matter of, or in any way related to, this Agreement is to be resolved by the Parties attempting to reach a fair and equitable resolution by using, in good faith, one or more of the following means, in the order listed, until a resolution is arrived at. The means to be used are:
 - a. negotiation
 - b. mediation
 - c. arbitration; or
 - d. legal proceedings in a court of competent jurisdiction.
- 6.5 Except for the purposes of preserving a limitation period or obtaining an appropriate writing by the Parties, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this clause have been used and followed in good faith. With respect to mediation, unless otherwise agreed to in writing, mediation will be in accordance with the procedures of The ADR Institute of Canada, Inc. (hereinafter sometimes referred to as the "Institute"), using as mediator a third party neutral person, either mutually agreed to by the Parties, or if the Parties are unable to agree, as selected by the Institute. With respect to arbitration, unless otherwise agreed to in writing by both Parties, arbitration is to be by way of a single arbitrator pursuant to the Arbitration Act of Alberta, in accordance with the rules and procedures of the Institute.

7.0 MANAGEMENT

- 7.1 The Management of the Fire Department shall be vested with the Municipal District of Taber and shall operate as part of the Municipal District of Taber Regional Fire Department which is based in or near Taber and which is part of the Municipal District of Taber Regional Fire Service.
- 7.2 For operational purposes the Fire Department, its personnel and equipment, shall be under the command of the Municipal District of Taber Fire Chief appointed to manage the Municipal District of Taber Regional Fire Department in Taber.
- 7.3 Review of annual operating budgets, policies, procedures and practices shall be conducted on an ongoing basis by a Committee established pursuant to Section 8.0.

8.0 COMMITTEE

- 8.1 The authority of the Committee shall be in accordance with the Act and this Agreement.
- 8.2 The Committee is invested with the following Authority:
 - (a) Review and establish the annual operating budget of the Fire Department operating in the Village of Barnwell and make recommendations to the Council of the Village of Barnwell and the Municipal District of Taber to adopt or amend.

- (b) Review and recommend to the Municipal District of Taber Council changes to policies, practices or procedures pertaining to the Fire Department.
- (c) Receive reports from designated officers of the Municipal District of Taber and the Village of Barnwell.

8.3 The Committee so established shall consist of Four (4) Directors (voting) that shall be appointed as follows:

- (a) Two (2) Directors from the Village of Barnwell;
- (b) Two (2) Directors from the Municipal District of Taber; and

each Director must be an elected official of the Member appointing such Director.

The Committee shall also be made up of Two (2) Advisors (non-voting) that shall consist as follows:

- (a) One (1) administrative individual appointed by the Council of the M.D. of Taber;
- (b) One (1) administrative individual appointed by the Council of the Village of Barnwell;

Additional persons attending any Committee meeting may also include the Municipal District of Taber Regional Fire Chief and the Fire Chief of the Municipal District of Taber Regional Fire Department or their designates.

- 8.4** A Member may revoke the appointment of its appointed Director or Advisor and may appoint a replacement Director or Advisor at any time.
- 8.5** The Directors shall elect, from amongst their number, the Chair and the Vice-Chair at the first Regular Meeting of the Committee each year.
- 8.6** The Committee, by resolution, may establish the date and number of Regular Meetings held during a year, however, there shall be not less than two (2) Regular Meetings per year.
- 8.7** The Chair may call a Special Meeting at the discretion of the Chair; and the Chair shall call a Special Meeting upon receipt of written request by at least two (2) Directors.
- 8.8** Notice of the time and place of every Committee meeting shall be given to each Director and Advisor personally, by telephone, by e-mail or by facsimile transmission not less than forty-eight (48) hours before the time fixed for the holding of such Authority meeting, provided that any Authority meeting may be held at any time and place without such notice if:
 - (a) all the Directors are present thereat and signify their waiver of such notice at such meetings; or
 - (b) all the Directors present thereat signify their waiver of such notice and all the Directors that are absent have signified their consent to the meeting being held in their absence.
- 8.9** A Director may participate in a Committee meeting by means of telephone conference or other electronic communications media that permits each of the Directors to hear each of the other Directors and to be heard by each of the other Directors.
- 8.10** Any Director participating by teleconference or any electronic means may vote by indicating whether they are in favor or opposed to any motion placed before the Committee.
- 8.11** Any matter properly placed before a meeting of the Committee shall be decided by a majority of the votes cast by the Directors at the relevant Committee Meeting.
- 8.12** A quorum of the Committee shall be Two (2) Directors provided that at least one Director from each Member is present.
- 8.13** The term of office of the Chair and Vice-Chair is one year.

- 8.14 The Chair shall preside over each Regular Meeting or, Special Meeting.
- 8.15 The Chair shall appoint all officials and committees as directed by the Committee.
- 8.16 The Chair shall vote on all matters before the Committee.
- 8.17 The Chair shall perform all other and such other duties as are usually performed by the Chair.
- 8.18 The Vice-Chair shall act and perform the duties of the Chair in his absence in the conduct of his office.
- 8.19 The term of office for the Vice-Chair is one year.
- 8.20 In the absence of the Chair at any meeting, the Vice-Chair shall preside over the meeting for that meeting only.
- 8.21 During the absence or inability of the Chair and Vice-Chair, a Director appointed by the Committee for that purpose shall exercise the duties and powers of the Chair.
- 8.22 Resolutions passed by the Board of Directors of the Committee shall have no force or effect on operations of the Fire Department until resolutions are passed by the Village of Barnwell Council and the Municipal District of Taber Council and may include recommendation the establish policies and procedures for the operation of the Regional Fire Service which shall enable the efficient and effective operations of the Fire Department.

9. ADMINISTRATION OF THE FIRE DEPARTMENT

- 9.1 The operation of the Fire Department shall be vested with the Municipal District of Taber notwithstanding the provisions of Section 8.
- 9.2 The Municipal District of Taber shall:
 - a. ensure that the mandate to provide fire protection to the MD of Taber and the Village of Barnwell is implemented;
 - b. advise and inform the Village of Barnwell on the operations and affairs of the Fire Department;
 - c. cause the records of income and expenditures arising from the operation of the Fire Department to be received and disbursed in accordance with the budget established by the Committee;
 - d. cause to be kept detailed accounts of all income and expenditures including proper vouchers for review by the Committee;
 - e. cause to be reviewed at Regular Meetings of the Committee or whenever required by the Committee an account of all transactions applicable to the Fire Department;
 - f. cause all facts and minutes of all proceedings to be kept on all meetings of the Committee;
 - g. cause all notices to be given to Members and to Directors required by this Agreement;
 - h. cause to be kept all books, papers, records, correspondence, contracts and other documents related to the operation of the Fire Department and shall cause the same to be delivered up when required by this agreement or when requested by a member of the committee;
 - i. develop in association with the Regional Fire Department Chief the annual operating and capital budgets and present them to the Committee and its members for approval; and
 - j. keep minutes and distribute agendas for the Committee and develop annual operating budgets for the Fire Department.

10.0 FINANCIAL

- 10.1** The operating budget of the Fire Department shall form part of the Municipal District of Taber operating budget.
- 10.2** The Committee shall review and prepare in the fall of each year the Operating Budget and Capital Budgets for the next financial year which will:
- (a) estimate the expenditures for the:
 - 1. annual operational costs of the Fire Department;
 - 2. capital purchases recommended for the Fire Department;
- 10.3** For the purpose of establishing the annual operating budget of the Fire Department the members shall allocate costs as follows:
- (a) Annual Operating costs which are to be split equally by the Municipal District of Taber and the Village of Barnwell:
 - 1. Honorarium (as per Regional Fire Services honorarium policy - \$1500 per year, plus \$100 / year service award awarded every 5 years and \$150 honorarium for each course completed).
 - 2. Training costs including rentals, manuals, travel and instruction
 - 3. Fuel and Oil expense related to vehicles assigned to the Fire Department
 - 4. Telephone, radio or cell phone expense
 - 5. Miscellaneous expenses and Supplies (beginning in 2018 budget year) which include: replacement bunker gear including pants, coats, gloves, helmets and other safety wear which is required in accordance with NFPA 1500, hoses, hand and power tools, radios, lighting etc.
 - 6. Liability insurance not related to either vehicle or building insurance.
 - (b) Annual Operating costs that are to be paid by the Village of Barnwell:
 - 1. Building repairs and insurance
 - 2. Utilities including water, electricity and natural gas
 - 3. Dispatch costs related to the Village of Barnwell population
 - (c) Annual Operating costs that are to be paid by the Municipal District of Taber:
 - 1. Vehicle repairs and insurance
 - (d) In the first year of establishment of the Fire Department the Municipal District of Taber shall be responsible for 90% of the costs and the Village of Barnwell responsible for 10% of the costs related to the purchase of necessary equipment to outfit and equip 10 volunteer fire fighters to the NFPA standard including necessary hand tools and other equipment necessary to operate a fire department to a maximum of \$99,400 in expenditures.
 - (e) Any revenue generated by the Fire Department from operations shall form part of the annual operating budget and shall be used to offset the expenses incurred by the Fire Department.
- 10.4** For the purpose of capital budget of the Fire Department the members shall allocate costs as follows:
- (a) The Municipal District of Taber shall be solely responsible for the purchase or replacement of all fire or rescue trucks which are designated to be operated by the Fire Department.
 - 1. All fire and rescue trucks shall remain in the ownership of the Municipal District of Taber.

- (b) The Village of Barnwell shall be responsible for the purchase of property and the construction of a suitable building for the Fire Department. All buildings and property shall remain the property of the Village of Barnwell.
1. All property and buildings shall remain in the ownership of the Village of Barnwell.
- 10.5** The Committee shall forward to the member municipalities the recommendations for operating and capital budgets before November 1 of each year.
- 10.6** Member municipalities shall respond to the Committees budget recommendations within 60 days.
- 10.7** Invoices for operating and capital expenditures prepared by the Committee shall be paid by the member municipalities to the Managing Municipality within 60 days.
- 10.8** The Municipal District of Taber shall be responsible for the payment of invoices and the collection of revenues pertaining to the operation of the Fire Department except for those expressly excluded from the agreement as outlined in Section 10.3(b).
- 10.9** Amortization expense shall not form part of the annual operating budget for the Barnwell Fire Department. Each member municipality will independently calculate and apply the amortization for those assets outlined within Section 10.4.
- 10.10** Member municipalities shall contribute to the operation of the Fire Department all current and future fire equipment and building assets outlined in Section 10.4 necessary to facilitate the operation of the Fire Department at no cost to the either member.
- (a) 'No cost' shall mean that no rentals, liens, taxes, frontage taxes, local improvement taxes, special taxes or any other charge may be levied by a member municipality to a member municipality arising from the use of any land, building or equipment utilized by the Fire Department.
- 10.11** Members shall have the right to inspect and may obtain extracts or copies of all financial records of the Fire Department at any time.

11.0 FORCE MAJEURE

The Village or the M.D. shall not be liable for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from "Force Majeure". For the purpose of this Agreement, "Force Majeure" means any cause not within the control of the Village including, without limitation, interruption of telecommunications, gas, electric or other utility service, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, earthquakes, fires, lightning, storms, floods, high water, washouts, orders of acts of military authorities, civil disturbances and explosions. Where either the Village or the M.D. are prevented from carrying out its obligations hereunder due to Force Majeure, the Village or the M.D. shall, as soon as possible, give notice of the occurrence of such Force Majeure, to the other party and shall thereupon be excused from the performance of such obligations for the period of time directly attributed to the effect of the Force Majeure.

12.0 WAIVER

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party herein. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights herein.

13.0 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

14.0 AMENDMENTS

This Agreement may be altered or amended in any of its provisions when any such changes are reduced to writing and signed by the parties hereto, but not otherwise.

15.0 FURTHER ASSURANCES

The parties hereto and each of them so hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent. This shall include, but not be limited to, full negotiations by all parties to this Agreement on any issues regarding change.

16.0 NOTICES

Any notice required or permitted to be given or delivered herein by the parties shall be in writing and shall be deemed to have been properly given if either delivered to or sent by registering mail addressed to the party at the following addresses:

- (a) The Village, being:
Village of Barnwell
Barnwell, Alberta
T0K 0B0
Attention: Municipal Administrator

- (b) The M.D., being:
Municipal District of Taber
4900 B - 50th Street
Taber, Alberta
T1G 1T2
Attention: Municipal Administrator

Or such other address that the parties may notify the other party of, in writing. Any notice so given or delivered shall be deemed to have been received on the date which it was delivered and any notice sent by registered mail shall be deemed to have been received four (4) days after mailing; provided however that if there is any interruption in normal Post Office delivery by reason of strike, lockout or labor declaration of work-to-rule such notice shall be delivered as aforesaid.

17.0 HEADINGS

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

18.0 SINGULAR, PLURAL AND GENDER

Whenever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.

19.0 ASSIGNMENT

This Agreement shall not be assignable by either party, or any other person, firm or corporation without prior written consent of the other party.

20.0 ENDUREMENT

This Agreement shall ensure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

21.0 GOVERNING LAW AND SUBMISSION TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby submit to the jurisdiction of the Courts on the Province of Alberta.

22.0 LIABILITY AND INDEMNIFICATION

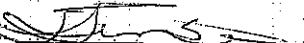
Each Party shall indemnify and save harmless the other, its employees, agents and contractors, including without limiting the generality of the foregoing, the respective council members, employees, fire department, its members, employees, agents, contractors from and against any and all claims, demands, losses, costs, damages, suits and proceedings, including legal costs of the other on a solicitor and client basis arising or resulting from any act or omission of the other, its employees, agents or contractors, including without limiting the generality of the foregoing, the fire department, its members, employees, agents and contractors under this agreement.

23.0 SURVIVAL

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their corporate seals as witnesseth by the hand or hands of its proper signing officers duly authorized in that behalf as of the day and year first above written.

FOR THE VILLAGE

PER: 
MAYOR

PER: 
VILLAGE ADMINISTRATOR

FOR THE M.D. of TABER

PER: 
REEVE

PER: 
MUNICIPAL ADMINISTRATOR