

SCHEDULE "B"**Village of Wabamun Provincial and Federal Matters Bylaws for Repeal****Contents**

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LIST OF BYLAWS AND RATIONALE FOR REPEAL**1. Village of Wabamun Bylaw No. 06-83: Ambulance Service Intermunicipal Agreement**

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. Alberta Health Services now provides ambulance services across the province.

Bylaw document: available at [Appendix A](#)

2. Village of Wabamun Bylaw No. 10-83: Ambulance Procurement Agreement

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. Alberta Health Services now provides ambulance services across the province.

Bylaw document: available at [Appendix B](#)

3. Village of Wabamun Bylaw No. 11-83: Ambulance Operations Agreement

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. Alberta Health Services now provides ambulance services across the province.

Bylaw document: available at [Appendix C](#)

4. Village of Wabamun Bylaw No. 01-87: Amending Bylaw No 06-84 Re Ambulance Standards

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. Alberta Health Services now provides ambulance services across the province.

Bylaw document: available at [Appendix D](#)

5. Village of Wabamun Bylaw No. 03-89: Ambulance Service Agreement

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. Alberta Health Services now provides ambulance services across the province.

Bylaw document: available at [Appendix E](#)

6. Village of Wabamun Bylaw No. 04-96: Emergency System Bylaw

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. The Province now provides 911 emergency services across the province.

Bylaw document: available at [Appendix F](#)

7. Village of Wabamun Bylaw No. 05-96: Emergency System Bylaw

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. The Province now provides 911 emergency services across the province.

Bylaw document: available at [Appendix G](#)

8. Village of Wabamun Bylaw No. 06-96: Emergency System Bylaw

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Fire Services has determined that this bylaw should be rescinded as it is out of date. The Province now provides 911 emergency services across the province.

Bylaw document: available at [Appendix H](#)

9. Village of Wabamun Bylaw No. 12-83: Milk Pasteurization

Parallel Parkland County Bylaw: N/A

Rationale for repeal: The Agriculture Department has determined that this bylaw should be rescinded. This bylaw sets a standard below that set by the National Dairy Code. It is beyond the scope of municipal governance to regulate the sale of milk and the provisions of this bylaw are met or exceeded by requirements set and enforced by the Government of Canada. As such, this bylaw should be rescinded.

Bylaw document: available at [Appendix I](#)

10. Village of Wabamun Bylaw No. 07-2018: Advertising Bylaw

Parallel Parkland County Bylaw: N/A

Rationale for repeal: Legislative Services has determined that this bylaw should be rescinded. Parkland County has chosen to not enact an advertising bylaw pursuant to s. 606.1 of the Municipal Government Act and as such abides by s. 606 advertising requirements. The Wabamun bylaw should be rescinded because it duplicates the s. 606 requirements and to ensure consistency with the rest of Parkland County.

Bylaw document: available at [Appendix J](#)

APPENDIX A:**WABAMUN BYLAW NO. 06-83: AMBULANCE SERVICE INTERMUNICIPAL AGREEMENT**

BY-LAW NO. 06-83

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

BEING A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE MAKING OF AN AGREEMENT WITH THE COUNCILS OF THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY PLAIN, THE TOWN OF SPRUCE GROVE, THE SUMMER VILLAGE OF ALBERTA BEACH AND THE VILLAGE OF ONOWAY FOR THE JOINT CONTROL, OPERATION, MANAGEMENT AND USE OF AMBULANCE SERVICE.

WHEREAS, the Councils of the County of Parkland No. 31, the Town of Stony Plain and the Town of Spruce Grove, the Summer Village of Alberta Beach, the Village of Wabamun and the Village of Onoway (hereinafter collectively referred to as "the Municipalities") consider it a benefit to their respective Municipalities to arrange for and provide ambulance service within that area of each of the Municipalities which is included within the present boundaries of The Stony Plain Municipal Hospital District No. 84 (hereinafter referred to as "the Ambulance Service Area"); and

WHEREAS, the Municipalities wish to enter into an Agreement with each other for the joint arrangement and provision of ambulance service within the Ambulance Service Area and for the control, operation, management and use of ambulance service within the Ambulance Service Area.

NOW THEREFORE, pursuant to the authority vested in it by Section 113 of The Municipal Government Act the Council of the Village of Wabamun enacts as follows:

1. That the Village of Wabamun shall forthwith enter into an Agreement with the County of Parkland No. 31, the Town of Stony Plain, Town of Spruce Grove, the Summer Village of Alberta Beach and the Village of Onoway for the joint arrangement and provision of ambulance service within the Ambulance Service Area and for the joint control, operation, management and use of ambulance service within the Ambulance Service Area, such Agreement to be in the form of the Agreement attached to this By-Law as Schedule "A", and that the Mayor and the Municipal Secretary are hereby authorized and instructed to execute the said Agreement under the corporate seal of the Village of Wabamun.
2. That the Mayor, or an alternate, appointed by resolution of Council, shall be a member for the Village of Wabamun of a joint committee together with the members of the said other Municipalities, which committee shall be designated and known as "The Parkland Ambulance Authority".
3. That the authority to arrange for and provide ambulance service for the Ambulance Service Area and authority to control, operate, manage and use ambulance service within the Ambulance Service Area is hereby delegated to The Parkland Ambulance Authority in accordance with the provisions and subject to the limitations contained in the Agreement attached as Schedule "A" to this By-law.
4. That this By-law shall come into force and effect upon the date of its final reading.


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In The Province of Alberta


READ A FIRST TIME IN COUNCIL THIS 18th DAY OF APRIL, A.D. 1983.

READ A SECOND TIME IN COUNCIL THIS 18th DAY OF APRIL, A.D. 1983.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED AND ADOPTED THIS 18th

DAY OF APRIL A.D. 1983.


MAYOR


ADMINISTRATOR

EAP:mai

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SCHEDULE "A"
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT entered into this day of ,
A.D. 1983.

BETWEEN:

THE TOWN OF SPRUCE GROVE, a Municipal
Corporation incorporated under the laws
of the Province of Alberta,
(hereinafter referred to as "Spruce Grove"),

OF THE FIRST PART,

- and -

THE TOWN OF STONY PLAIN, a Municipal
Corporation incorporated under the laws
of the Province of Alberta,
(hereinafter referred to as "Stony Plain"),

OF THE SECOND PART,

- and -

THE COUNTY OF PARKLAND NO. 31, a
Municipal Corporation incorporated under
the laws of the Province of Alberta,
(hereinafter referred to as "Parkland"),

OF THE THIRD PART,

- and -

THE SUMMER VILLAGE OF ALBERTA BEACH, a
Municipal Corporation incorporated under
the laws of the Province of Alberta,
(hereinafter referred to as "Alberta Beach"),

OF THE FOURTH PART,

- and -

THE VILLAGE OF ONOWAY, a Municipal
Corporation incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Onoway"),

OF THE FIFTH PART,

- and -

THE VILLAGE OF WABAMUN, a Municipal
Corporation incorporated under the
laws of the Province of Alberta,
(hereinafter referred to as "Wabamun"),

OF THE SIXTH PART,

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WHEREAS Spruce Grove, Stony Plain, Parkland, Alberta Beach, Onoway and Wabamun (hereinafter together referred to as "the Municipalities") consider it to be a benefit to their respective municipalities to arrange for and provide ambulance service for their residents within that area of each of the Municipalities which is included within the present boundaries of The Stony Plain Municipal Hospital District No. 84; and

WHEREAS each of the Municipalities has passed a by-law authorizing the making of an agreement amongst themselves providing for the joint performance, operation and use of ambulance service within the Ambulance Service Area and each of the Municipalities has in its respective by-law appointed one (1) or more Council members to be members of a joint committee to be known as "the Parkland Ambulance Authority" (hereinafter referred to as "the Authority"); and

WHEREAS the Municipalities in the said by-laws have delegated to the Authority the power to make recommendations to the Council of each of the Municipalities concerning the standard and type of ambulance service to be provided in the Ambulance Service Area and the further power to carry out those recommendations which are approved by the Councils of the Municipalities in the manner hereinafter provided for; and

WHEREAS the Municipalities now wish to enter into an Agreement amongst themselves pursuant to Section 113 of the Municipal Government Act to provide for the joint performance, operation and use of ambulance service within the Ambulance Service Area and the operation of the Authority all on the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreements hereinafter set forth covenant and agree each with the others as follows:

1. Parkland Ambulance Authority
 - 1.1 The Municipalities delegate to the Authority the power to:
 - (i) Recommend to the Council of each of the Municipalities the standard and type of ambulance service to be provided in the Ambulance Service Area and the name or names of any third party or parties proposed to provide this service.
 - (ii) Perform and carry out those recommendations which have been approved by the Councils of the Municipalities in the manner provided for in paragraph 1.4 of this Agreement.
 - 1.2 Without restricting the generality of the foregoing the Authority may
 - (i) Negotiate on behalf of the Municipalities with representatives of a third party or third parties for the supply of ambulance service to the Ambulance Service Area on an interim or permanent basis or both.
 - (ii) Recommend to the Council of each of the Municipalities the approval and execution of an agreement or agreements with a third party or third parties for the supply of ambulance service in the Ambulance Service Area.

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- (iii) Supervise the performance, operation and use of ambulance service in the Ambulance Service Area under any agreement or agreements entered into between the Municipalities and a third party or third parties.
- (iv) Approve the rates to be charged by a third party or third parties for the supply of ambulance service within all or a portion of the Ambulance Service Area under any agreement between the Municipalities and a third party or third parties.
- (v) Determine and set the rates for any ambulance service, owned, operated, maintained and managed by the Authority within the Ambulance Service Area.
- (vi) Negotiate and enter into service contracts with other Municipal Authorities and Indian Bands within the Ambulance Service Area who are not members of the Authority for the purpose of providing ambulance service to those Authorities and Indian Bands.

1.3

The Authority may recommend to the Council of each of the Municipalities the approval of a budget for the Authority to permit the Authority to perform and carry out those recommendations of the Authority which have been approved by the Authority and the Councils of the Municipalities in the manner provided for in paragraph 1.4 of this Agreement and in accordance with any budget approved in the said manner the Authority may:

- (i) Own, operate, maintain and manage an ambulance service within all or a part of the Ambulance Service Area subject to the approval by by-law of the Council of each of the Municipalities concerned.
- (ii) Expend such sums as may be approved by the Councils of the Municipalities in the manner provided for in paragraph 1.4 of this Agreement for the ownership, operation, maintenance and management of an ambulance service within all or a part of the Ambulance Service Area.
- (iii) Borrow or receive by way of grant such sums from the Municipalities as may be necessary to provide for the interim and permanent financing of the operations of the Authority.
- (iv) Retain such managers, clerks, servants and agents as the Authority shall consider necessary.
- (v) Appoint such third parties as the Authority shall deem necessary to serve in an advisory capacity to the Authority.
- (vi) Subject to the confirmation by Resolution of the Councils of the Municipalities, authorize the remuneration of Authority members and officers for attending the meetings of the Authority and for assuming and performing additional duties.

1.4

The approval of any recommendation of the Authority covering the standard and type of ambulance service to be provided in the Ambulance Service Area and the approval

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of any budget for the operations of the Authority recommended by the members of the Authority for approval shall in each instance require the approval of each of the Councils of Parkland, Spruce Grove and Stony Plain and any recommendation or budget which has not been so approved by the said Councils shall not be implemented.

- 1.5 Each of the Municipalities shall appoint either one or two members of its Council, to be a member or members of the Authority, based upon the following formula:
- (i) Each of the Municipalities that has a population in excess of six hundred (600) but less than five thousand (5,000) within the Ambulance Service Area shall appoint one (1) member of its Council to be a member of the Authority.
 - (ii) Each of the Municipalities that has a population of five thousand (5,000) or greater within the Ambulance Service Area shall appoint two (2) members of its Council to be members of the Authority.
 - (iii) For the purposes of subparagraphs 1.5 (i) and (ii) of this Article, the population of each of the Municipalities shall be based upon the last common calendar year in which all of the Municipalities carried out a census and in the case of Alberta Beach shall be based upon the formula hereinafter set out.
 - (iv) Each of the Municipalities may appoint an alternate member or members of its Council who may take the place of a member or members not present at a meeting of the Authority.
- 1.6 The Authority, during the continuance of this agreement, shall keep in force public liability insurance and property damage insurance in which the limits of public liability and property damage shall not be less than \$5,000,000.00.
- 1.7 In addition to the powers, responsibilities and duties described above and without restricting the generality of the foregoing, the Authority may perform and carry out such additional responsibilities and duties as may be delegated to the Authority by the Council of each of the Municipalities from time to time.
- 1.8 The Authority shall not change or alter in any manner whatsoever any recommendation or budget which has been approved in the manner provided for in paragraph 1.4 of this Agreement without having the change or alteration approved in the same manner that the budget or recommendation being altered or changed was approved.
2. Municipalities
- 2.1 The Municipalities agree that the budgeted and approved costs for the supply of ambulance service within the Ambulance Service Area shall be divided amongst the Municipalities in the following manner:
- (i) Each of the Municipalities shall be responsible for an equal per capita share of the total budgeted and approved costs for each calendar year, the said

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per capita share to be based upon the population figures for the last common calendar year in which all of the Municipalities carried out a census.

- (ii) In the event that one or more of the Municipalities shall fail to carry out a census for any calendar year, the determination of the per capita share of the costs for that calendar year shall be based upon the last preceding common calendar year in which all of the Municipalities carried out a census.
 - (iii) For the purpose of determining the population of each of the Municipalities based upon the last common calendar year for which a census is available, only that portion of each of the Municipalities which is within the Ambulance Service Area shall be considered.
 - (iv) Each of the Municipalities shall advance to the Authority its equal per capita share of such sum as may be provided for in any budget or recommendation approved in the manner provided for in paragraph 1.4 of this Agreement, such share to be payable in quarterly instalments or as otherwise determined by the Authority.
 - (v) Notwithstanding the foregoing, Alberta Beach's share of the total budgeted and approved costs for each calendar shall be that sum which is obtained when the permanent population of Alberta Beach for that calendar year is multiplied by the per capita share applied to the Municipalities other than Alberta Beach plus one third (1/3) of the product which is obtained when the population used for the Alberta Recreation and Parks Grant purposes for Alberta Beach, less the permanent population of Alberta Beach, is multiplied by the said per capita share.
- 2.2 Each of the Municipalities agrees that it will not, except in the case of an emergency, enter into any agreement for the supply of ambulance service to its residents within the Ambulance Service Area, except through the Authority or unless otherwise agreed to in writing by the Authority.
3. Meetings
- 3.1 Save as herein provided, the business of the Authority shall be conducted at meetings of members of the Authority.
- 3.2 Notice of any regularly scheduled meeting of the Authority need not be given to the members of the Authority or the Municipalities.
- 3.3 Any five members of the Authority may call a non-regularly scheduled meeting of the Authority.
- 3.4 At least three (3) clear days notice of a non-regularly scheduled meeting of the Authority shall be given to each member of the Authority if given to the member personally and if sent by ordinary mail addressed to the member at his address shown on the records of the Authority and to the Municipalities at least seven (7) clear days notice shall be given, provided that any member may waive notice.



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- 3.5 A majority (six or more) of the members of the Authority shall be a quorum at a meeting of the Authority.
- 3.6 Each member of the Authority shall have one vote.
- 3.7 Subject to this agreement and within the limitations imposed by it, a resolution passed by a majority of the votes at a meeting of the Authority shall be binding.
- 3.8 The Chairman shall preside at meetings of the Authority and in the absence of the Chairman, the Vice-Chairman and in the absence of the Vice-Chairman the meeting may elect a Chairman.
- 3.9 A resolution in writing signed by all the members of the Authority shall be of the same force and effect as if the same had been passed by a majority of the votes cast at a fully constituted meeting of the Authority.
4. Officers
- 4.1 The Authority shall appoint a Chairman, a Vice-Chairman and a Secretary-Treasurer to hold office at the pleasure of the Authority.
- 4.2 The Chairman and the Vice-Chairman shall be members of the Authority but the Secretary-Treasurer need not be an Authority member.
5. Accounts and Banking
- 5.1 The Authority shall report to the Municipalities before the first day of February in each year with audited statements certified by a chartered accountant setting forth the results of the operation of the Authority for the year ending the preceding December 31.
- 5.2 The Municipalities shall from time to time advance to the Authority on an equal per capita basis determined pursuant to paragraph 2.1 of Article 2 and on an interim basis such sum or sums as may be necessary to permit the Authority to cover any temporary deficit in its operations.
- 5.3 The Authority shall supply the Municipalities with such information regarding management and operations as is considered necessary by the Municipalities.
- 5.4 The Authority shall open a bank account at such bank as the members of the Authority shall from time to time agree upon and all monies belonging to the Authority or received by the Authority shall be forthwith deposited to the credit of the Authority in the account at such bank.
- 5.5 The Authority shall be at liberty to invest any excess funds in short term bank deposit receipts.
6. Formal Records
- 6.1 Proper books of account of the transactions of the Authority shall be kept by the Authority and such books of account together with all letters, bills, papers and other documents

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relating to the Authority shall be kept at the office of the Authority and be open at all times to the inspection and examination of every member of the Authority.

- 6.2 The Authority shall appoint auditors who shall carry out an annual audit upon the accounts and affairs of the Authority.
- 6.3 The Authority shall cause minutes to be made and books to be provided for the purpose of all resolutions passed by, and of all proceedings of any meeting of the Authority and of the names of all persons present at such meeting.

7. Termination

- 7.1 Each of the Municipalities shall be entitled to withdraw at any time as a member of the Authority, subject to the following conditions:
- (i) Any municipality wishing to withdraw as a member of the Authority shall serve a notice in writing upon all of the other Municipalities and the Secretary of the Authority indicating that municipality's intention to withdraw as a member of the Authority.
 - (ii) The effective date of withdrawal of the member from the Authority shall be one (1) year from the date on which all of the notices provided for in subparagraph 7.1 (i) have been served.
 - (iii) The member withdrawing from the Authority shall be responsible for and shall pay to the Authority its proportionate share of the per capita levy determined pursuant to paragraph 2.1 of this Agreement up to the effective date of withdrawal as determined pursuant to subparagraph 7.1 (ii) above.
 - (iv) The member withdrawing from the Authority shall have no interest in or claim against any assets of the Authority from and after the said effective date of withdrawal.
 - (v) From and after the said effective date of withdrawal, the Authority shall have no obligation whatsoever to provide ambulance service to the residents of the member withdrawing.
 - (vi) From and after the said effective date of withdrawal, the words "Municipalities" and "Ambulance Service Area" as they are defined elsewhere in this Agreement shall for all purposes be deemed to exclude the member that has withdrawn and the area of that member within the Ambulance Service Area.
- 7.2 Subject to the unanimous approval of the Councils of Spruce Grove, Stony Plain and Parkland and the approval of a majority at the votes cast at a meeting of the Authority the Authority may resolve to wind up its affairs whereupon the affairs of the Authority shall be wound up as expeditiously as possible and the assets and liabilities of the Authority shall be divided amongst the Municipalities in accordance with any recommendation which shall be approved by the Councils of all of the Municipal-

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ities and failing such approval on an equal per capita basis and the provisions contained in paragraph 2.1 of Article 2 shall apply mutatis mutandis for the purpose of determining the per capita share of each of the Municipalities.

8. Indemnity

- 8.1 The parties shall indemnify and save harmless the members of the Authority from all obligations properly incurred by the Authority.

9. Amendment

- 9.1 If at any time during the continuance of this agreement the Municipalities shall deem it necessary or expedient to make any alteration or addition to this agreement they may do so by means of a written agreement between them which shall be supplemental hereto and form part hereof.

IN WITNESS WHEREOF the parties have hereunto affixed their seals by the hands of their proper offices in that behalf the day and year first above written.

THE TOWN OF SPRUCE GROVE

PER: _____

PER: _____

THE TOWN OF STONY PLAIN

PER: _____

PER: _____

THE COUNTY OF PARKLAND NO. 31

PER: _____

PER: _____

THE SUMMER VILLAGE OF ALBERTA BEACH

PER: _____

PER: _____

THE VILLAGE OF ONOWAY

PER: _____

PER: _____

THE VILLAGE OF WABAMUN

PER: _____

PER: _____

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APPENDIX B:
WABAMUN BYLAW NO. 10-83 AMBULANCE PROCUREMENT AGREEMENT

BY-LAW NO. 10-83

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

A BY-LAW TO AUTHORIZE THE MUNICIPAL COUNCIL OF THE VILLAGE OF WABAMUN TO ACQUIRE AND TO EQUIP SUCH MOTOR VEHICLES AND SUCH OTHER ASSETS AS MAY BE NECESSARY TO JOINTLY OWN, OPERATE, MAINTAIN AND MANAGE AN AMBULANCE SERVICE WITH THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY PLAIN, THE SUMMER VILLAGE OF ALBERTA BEACH, THE VILLAGE OF WABAMUN AND THE VILLAGE OF ONOWAY, AND THE TOWN OF SPRUCE GROVE.

- WHEREAS, *the Councils of the County of Parkland No. 31, the Town of Stony Plain, the Town of Spruce Grove, the Summer Village of Alberta Beach, the Village of Wabamun and the Village of Onoway (hereinafter collectively referred to as "the Municipalities") consider it a benefit to their respective Municipalities to arrange for and provide an ambulance service within that area of each of the Municipalities which is included within the present boundaries of The Stony Plain Municipal Hospital District No. 84 (hereinafter referred to as "the Ambulance Service Area"); and*
- WHEREAS, *each of the Municipalities has passed a By-Law pursuant to The Municipal Government Act R.S.A. 1980 c. M-26 s. 113 authorizing the making of an Agreement with the Councils of the other Municipalities for the joint arrangement and provision of ambulance service within the Ambulance Service Area and for the joint control, operation, management and use of ambulance service within the Ambulance Service Area; and*
- WHEREAS, *each of the Municipalities in its said By-Law has delegated to a joint committee designated in each of the said By-Laws as "The Parkland Ambulance Authority" (hereinafter referred to as "the Authority") the authority to arrange for and provide ambulance service in the Ambulance Service Area on behalf of the Municipalities and the authority to control, operate, manage and use an ambulance service within the Ambulance Service Area subject to the provisions and the limitations contained in the said Agreement; and*
- WHEREAS, *the Agreement authorized by the said By-Laws has now been duly executed by the Municipalities and is dated the 17th day of May, A.D. 1983 and the Authority has recommended to the Council of each of the Municipalities that the Authority on behalf of the Municipalities operate, maintain and manage an ambulance service to provide ambulance service to the residents of the Municipalities within the Ambulance Service Area; and*
- WHEREAS, *the said recommendation of the Authority has been adopted by the Councils of the Municipalities in accordance with the provisions contained in the said Agreement and the Authority on behalf of the Municipalities now wishes to acquire and to equip such motor vehicles and such other assets as may be necessary to carry out the said recommendation; and*

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WHEREAS, pursuant to The Municipal Government Act R.S.A. 1980 c. M-26 s.s. 169(1) the approval of the Council of the Village of Wabamun by By-Law is required in order for the Village to participate in acquisition of and equipping of motor vehicles for the operation of an ambulance service.

NOW THEREFORE, the Municipal Council of the Village of Wabamun in Council assembled, enacts as follows:

1. That the Village of Wabamun along with the County of Parkland No. 31, the Town of Spruce Grove, the Town of Stony Plain, the Summer Village of Alberta Beach and the Village of Onoway acquire and equip such motor vehicles and such other assets as may be necessary to own, operate, maintain and manage an ambulance service in accordance with the recommendation by the Parkland Ambulance Authority to the Council of the Village of Wabamun.

2. That the Parkland Ambulance Authority on behalf of the Village of Wabamun and the other Municipalities participating in the Parkland Ambulance Authority be authorized to acquire, purchase, and equip such motor vehicles and other assets as may be necessary to carry out the recommendation of the Parkland Ambulance Authority as approved by the Council of the Village of Wabamun.

3. That the Mayor and Municipal Secretary of the Village of Wabamun be authorized and directed to execute on behalf of the Village and to affix the Village's seal thereto such agreements, transfers, bills of sale, assignments and such other documents as shall be necessary to carry out the recommendation of the Parkland Ambulance Authority as approved by the Council of the Village of Wabamun.

4. That this By-Law shall take effect on the day of final passing thereof.


READ A FIRST TIME THIS 30th DAY OF MAY, A.D. 1983.

READ A SECOND TIME THIS 30th DAY OF MAY, A.D. 1983.

READ A THIRD TIME AND FINALLY PASSED AND ADOPTED BY THE COUNCIL THIS 30th DAY OF MAY, A.D. 1983.



MAYOR



ADMINISTRATOR

EAP:mai

APPENDIX C:**WABAMUN BYLAW NO. 11-83: AMBULANCE OPERATIONS AGREEMENT**

BY-LAW NO. 11-83

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

A BY-LAW TO AUTHORIZE THE MUNICIPAL COUNCIL OF THE VILLAGE OF WABAMUN ALONG WITH THE COUNCILS OF THE OTHER MUNICIPALITIES PARTICIPATING IN THE PARKLAND AMBULANCE AUTHORITY TO ENTER INTO AGREEMENTS WITH THE STONY PLAIN MUNICIPAL HOSPITAL DISTRICT NO. 84 TO PERMIT CERTAIN OPERATIONS OF THE PARKLAND AMBULANCE AUTHORITY TO BE CARRIED OUT FROM LANDS IN THE TOWN OF STONY PLAIN OWNED BY THE HOSPITAL DISTRICT.

- WHEREAS, the Councils of the County of Parkland No. 31, the Town of Stony Plain, the Town of Spruce Grove, the Summer Village of Alberta Beach, the Village of Wabamun and the Village of Onoway (hereinafter collectively referred to as "the Municipalities") consider it a benefit to their respective Municipalities to arrange for and provide an ambulance service within that area of each of the Municipalities which is included within the present boundaries of The Stony Plain Municipal Hospital District No. 84 (hereinafter referred to as "the Ambulance Service Area"); and
- WHEREAS, each of the Municipalities has passed a By-Law pursuant to The Municipal Government Act R.S.A. 1980 c. M-26 s. 113 authorizing the making of an Agreement with the Councils of the other Municipalities for the joint arrangement and provision of ambulance service within the Ambulance Service Area and for the joint control, operation, management and use of ambulance service within the Ambulance Service Area; and
- WHEREAS, each of the Municipalities in its said By-Law has delegated to a joint committee designated in each of the said By-Laws as "The Parkland Ambulance Authority" (hereinafter referred to as "the Authority") the authority to arrange for and provide ambulance service in the Ambulance Service Area on behalf of the Municipalities and the authority to control, operate, manage and use an ambulance service within the Ambulance Service Area subject to the provisions and the limitations contained in the said Agreement; and
- WHEREAS, the Agreement authorized by the said By-Laws has now been duly executed by the Municipalities and is dated the 17th day of May, A.D. 1983 and the Authority has recommended to the Council of each of the Municipalities that the Authority on behalf of the Municipalities operate, maintain and manage an ambulance service to provide ambulance service to the residents of the Municipalities within the Ambulance Service Area; and
- WHEREAS, The Stony Plain Municipal Hospital District No. 84 (hereinafter referred to as "the Hospital District") provides hospital service from its hospital in the Town of Stony Plain to those residents of the Municipalities within the Ambulance Service Area and it is in the best interests of the Municipalities and their respective residents in the Ambulance

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Page Two
By-Law No. 11-83
Village of Wabamun
In The
Province of Alberta

Service Area that a portion of the operation, management and administration of the ambulance service be carried out from the Hospital District's lands in the Town of Stony Plain and that the Hospital District provide certain personnel and administrative services to the Authority on the terms contained in the Agreements attached as Schedules "A" and "B" to this By-Law.

NOW THEREFORE, the Municipal Council of the Village of Wabamun in Council assembled, enacts as follows:

1. That the Council of the Village of Wabamun approve the Agreements attached as Schedules "A" and "B" to this By-Law between the Municipalities comprising the Parkland Ambulance Authority and the Stony Plain Municipal Hospital District No. 84.

2. That the Village of Wabamun along with the County of Parkland No. 31, the Town of Stony Plain, the Town of Spruce Grove, the Summer Village of Alberta Beach and the Village of Onoway enter into the Agreements attached as Schedules "A" and "B" to this By-Law and that the Mayor and the Municipal Secretary of the Village of Wabamun be authorized and directed to execute the Agreements on behalf of the Village and to affix the seal thereto.

3. That this By-Law shall take effect on the day of final passing thereof.

READ A FIRST TIME THIS 30th DAY OF MAY, A.D. 1983.

READ A SECOND TIME THIS 30th DAY OF MAY, A.D. 1983.

READ A THIRD TIME AND FINALLY PASSED AND ADOPTED BY THE COUNCIL THIS 30th DAY OF MAY, A.D. 1983.


MAYOR


ADMINISTRATOR

EAP:mai

SCHEDULE "A"

MEMORANDUM OF AGREEMENT entered into this day of May, A.D. 1983.

BETWEEN:

THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY
PLAIN, THE TOWN OF SPRUCE GROVE, THE SUMMER
VILLAGE OF ALBERTA BEACH, THE VILLAGE OF
WABAMUN and THE VILLAGE OF ONOWAY,
Municipal Corporations incorporated under
the laws of the Province of Alberta,
(hereinafter referred to as "the Municipalities"),

OF THE FIRST PART,

- and -

THE STONY PLAIN MUNICIPAL HOSPITAL DISTRICT NO. 84,
a body corporate incorporated under the laws of the
Province of Alberta (hereinafter referred to as
"the Hospital District"),

OF THE SECOND PART.

WHEREAS the Municipalities, pursuant to the terms of an Agreement
in Writing dated the 17th day of May, A.D. 1983 entered into by the
Municipalities pursuant to Section 113 of The Municipal Government Act,
(hereinafter referred to as "the Parkland Ambulance Authority Agreement"),
provided for the joint performance, operation and use of an ambulance service
within that portion of each of the Municipalities which is defined in the Parkland
Ambulance Authority Agreement as "the Ambulance Service Area" (hereinafter
referred to in this Agreement as "the Service Area"); and



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WHEREAS the Council of each of the Municipalities has passed a By-Law pursuant to Section 113 of said Act appointing one or more of its members to be a member or members of a joint committee to be known as "the Parkland Ambulance Authority" (hereinafter referred to as "the Authority"); and

WHEREAS each of the Municipalities has in the Parkland Ambulance Authority Agreement and in its said By-Law delegated to the Authority, subject to the restrictions and limitations contained in the said Agreement, the power to provide ambulance service within the Service Area; and

WHEREAS the Hospital District owns and operates a hospital (hereinafter referred to as "the Hospital") in the Town of Stony Plain on those lands which are legally described as follows:

Lot (A) Containing Five (5) Acres, More or Less
in Block Twenty One (21)
on Plan 2977 M.C.
Stony Plain
(N.E. 25-52-1-W-5)

RESERVING UNTO HER MAJESTY ALL MINES AND MINERALS

(hereinafter referred to as "the Hospital Lands"); and

WHEREAS the Hospital District provides hospital service from the Hospital to those residents of the Municipalities within the Service Area and it is in the best interests of the Hospital District, the Municipalities and the residents in the Service Area that a portion of the operation, management and administration of the ambulance service be carried out from the Hospital and the Hospital Lands and the Hospital District has agreed to provide certain administrative and personnel services to the Authority and to make available to the Authority a





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portion of the Hospital Lands on the terms and conditions hereinafter set forth;
and

WHEREAS the Hospital District wishes to make sure that the residents of the Municipalities and the residents of other municipalities within the boundaries of the Hospital District who are not members of the Authority receive proper ambulance service;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth the Hospital District and the Municipalities covenant and agree with each other as follows:

1. The Hospital District shall lease a portion of the Hospital Lands to the Municipalities for a term of five (5) years commencing the 1st day of June, A.D. 1983, such Lease Agreement to be in the form of the Lease Agreement attached as Schedule "A" to this Agreement (hereinafter referred to as "the Lease Agreement").
 2. It shall be the responsibility of the Municipalities (such responsibility to include the payment of all costs and expenses), to obtain whatever subdivision approvals and other permits that may be required to permit the Lease Agreement to be registered at the Land Titles Office for the North Alberta Land Registration District against the title to the portion of the Hospital Lands described in the Lease Agreement.
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3. The Hospital District, during the term of this Agreement, shall permit the Municipalities to construct or place upon the portion of the Hospital Lands described in the Lease Agreement, a building or buildings to provide for the storage and maintenance of vehicles and equipment required by the Authority to operate an ambulance service within the Service Area and to provide an office or offices for the Authority;

4. The building or buildings to be constructed or placed upon the Hospital Lands pursuant to paragraph 3 of this Agreement shall be constructed or placed thereon in accordance with plans approved in writing by the Hospital District and in a location or locations on the portion of the Hospital Lands described in the Lease Agreement approved in writing by the Hospital District.

5. The building or buildings to be constructed or placed upon the Hospital Lands pursuant to paragraph 3 of this Agreement shall at all times remain the property of the Municipalities notwithstanding the fact that all or a portion of the building or buildings may be attached or affixed to the Hospital Lands.

6. The Municipalities shall obtain such municipal approvals and permits as may be necessary to permit the construction or placement of the said building or buildings upon the Hospital Lands and the Hospital District shall obtain all such consents and approvals as may be necessary under any provincial statute, regulation or order to permit the said building or buildings to be constructed or placed upon the Hospital Lands as hereinbefore provided and the Hospital District at no cost or expense to the Hospital District shall assist the Municipalities in obtaining utility services for the said building or buildings.




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7. Except as otherwise provided in this Agreement, the said building or buildings shall at all times remain under the control and management of the Authority acting on behalf of the Municipalities.

8. The Hospital District shall provide the Municipalities with such easements and rights-of-way as may be reasonably necessary to permit the Municipalities acting through the Authority to obtain ingress to and egress from the portion of the Hospital Lands which are subject to the Lease Agreement and to permit the building or buildings to be located thereon to be supplied with gas, water, sewer, power and telephone service.

9. The Hospital District during the term of this Agreement and on terms which are acceptable to the members of the Authority and the Hospital District, may provide the Authority, at no cost to the Hospital District, with the following administrative and personnel services:

- (a) Telephone answering and dispatch services to be carried out by employees of the Hospital District on a twenty-four (24) hour, seven (7) days a week basis.
 - (b) Such accounting, bookkeeping and record keeping services as may be requested by the Authority and which may be agreed to in writing by the Board of the Hospital District, which without restricting the generality of the foregoing, may include the preparation of payroll, accounts for ambulance service and the collection of accounts owing to the Authority for ambulance services.
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- (c) Such training of employees of the Authority as may be agreed to by the Administrator of the Hospital District.
- (d) The purchase of such supplies and equipment as may be requested by the Manager of the Authority from time to time and as may be agreed to by the Administrator of the Hospital District.
- (e) Such reports and statements relating to the operations of the Authority as may be agreed to by the Administrator of the Hospital District.
- (f) Such other administrative and personnel services as may be agreed to by the Administrator of the Hospital District and the Manager of the Authority during the term of this Agreement or as may be provided for elsewhere in this Agreement.

10. Any books, accounts, financial information or records maintained by the Hospital District for the Authority pursuant to this Agreement shall at all reasonable times be open and available for inspection and verification by the Authority, the Municipalities and their duly authorized employees, servants and agents.

11. The Municipalities through the Authority shall use their reasonable best efforts at all times to ensure that:



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- (a) Ambulance service is made available to the residents living within the boundaries of the Hospital District.
- (b) The Ambulance Service provided by the Authority shall be of a basic life - support level.
- (c) The Authority will consider representations by the Hospital District and its Administrator dealing with the standard and the type of service to be provided by the Authority.
- (d) The servants and employees of the Authority shall comply with the by-laws, policies and regulations of the Hospital District when they are within the hospital proper and will take medical direction from all attending medical and nursing staff..
- (e) The Authority shall provide such ambulance service to the Hospital as may be reasonably requested by the Board of the Hospital District at a rate agreed upon from time to time.
- (f) The Authority shall provide competent and properly licenced personnel to operate its ambulance service and shall keep the Administrator of the hospital informed of the names and the qualifications of those individuals that are employed by the Authority.
- (g) The Authority shall properly maintain and equip the vehicles used to provide the ambulance service.



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- (h) Proper public liability and property damage insurance is obtained and kept in force by the Authority and the Municipalities operating together through the Authority in which the limits of public liability and property damage shall not be less than FIVE MILLION (\$5,000,000.00) DOLLARS.

12. The Municipalities while this Agreement is in effect shall indemnify and save harmless the Hospital District from each and every cost, expense, damage or claim arising as a result of the negligence of the employees and servants of the Authority and likewise while this Agreement is in effect the Hospital District shall indemnify and shall save harmless the Municipalities and the Authority from each and every cost, expense, damage or claim arising as a result of the negligence of the employees and servants of the Hospital District.

13. This Agreement, at any time after December 31, 1983, may be terminated by either the Authority or the Hospital District giving to the other twelve (12) months notice in writing to that effect whereupon the Lease Agreement shall terminate as well.

14. In the event of the termination of this Agreement in the manner provided for in paragraph 13 hereof, the following shall apply:

- (a) The Hospital District, on the date of termination, shall deliver to the Authority or its duly authorized representative all books, records, statements, documents and other material which on the date of termination belong to the Authority and are in the possession of or under the control of the Hospital District.

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- (b) The Authority shall on the date of termination pay to the Hospital District all sums owing to the Hospital District by the Authority for services rendered to or supplies provided by the Hospital District to the Authority pursuant to the terms of this Agreement.
- (c) The Hospital District shall account to and pay to the Authority, on the said date of termination all sums owing to the Authority by the Hospital District.
- (d) The Authority, and its employees, servants and agents shall be at liberty to enter upon the Hospital Lands for a reasonable period of time immediately following the said date of termination for the purpose of dismantling and removing the building or buildings constructed upon the Hospital Lands by the Municipalities during the term of this Agreement and the Municipalities, at their sole cost and expense, shall ensure that the Hospital Lands are restored to the same condition in which they were in prior to the placement of the said building or buildings on the Hospital Lands.
- (e) The Hospital Board on the said date of termination shall deliver to the Authority, all supplies and equipment belonging to the Authority and which are in the possession of or under the control of the Hospital Board.



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15. All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case service shall be by delivery only), addressed:-


- (i) in the case of the Municipalities to:
- (ii) in the case of the Hospital District to:

and if mailed, shall be deemed to have been effectively given five (5) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notices by giving notice of its new address to the other parties as herein contemplated.

16. All parties shall execute and deliver all further documents and assurances necessary to give effect to this Agreement and to discharge the respective obligations of the parties.

17. Each of the Municipalities shall be jointly and severally liable to the Hospital District for the performance of all of the obligations and undertakings to be performed or carried out by the Municipalities pursuant to this Agreement.

18. This Agreement shall enure to the benefit of and shall be binding upon all the parties hereto and their successors and assigns.



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IN WITNESS WHEREOF this Hospital Board and each of the Municipalities has hereunto affixed its seal as witnessed by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

THE COUNTY OF PARKLAND NO. 31

PER: _____

PER: _____

THE TOWN OF STONY PLAIN

PER: _____

PER: _____

THE TOWN OF SPRUCE GROVE

PER: _____

PER: _____

**THE SUMMER VILLAGE OF
ALBERTA BEACH**

PER: _____

PER: _____

THE VILLAGE OF WABAMUN

PER: _____

PER: _____

THE VILLAGE OF ONOWAY

PER: _____

PER: _____

**THE STONY PLAIN MUNICIPAL
HOSPITAL DISTRICT NO. 84**

PER: _____

PER: _____



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DATED THIS DAY OF , A.D. 1983

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BETWEEN:

THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY
PLAIN, THE TOWN OF SPRUCE GROVE, THE SUMMER
VILLAGE OF ALBERTA BEACH, THE VILLAGE OF
WABAMUN and THE VILLAGE OF ONOWAY,
Municipal Corporations
incorporated under the laws of the Province of Alberta,
(hereinafter referred to as "the Municipalities"),

OF THE FIRST PART

-and-

THE STONY PLAIN MUNICIPAL HOSPITAL DISTRICT NO 8
a body corporate incorporated under the laws
of the Province of Alberta
(hereinafter referred to as "the Hospital District"),

OF THE SECOND PART

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AGREEMENT

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REYNOLDS, MIRTH & COTE
BARRISTERS AND SOLICITORS
1700 CENTURY PLACE
9803-102A AVENUE
EDMONTON, ALBERTA
T5J 2C7

FILE NO: 44,177-005

SCHEDULE "B"

MEMORANDUM OF LEASE

ARTICLE I - GRANT OF LEASESection 1.01

STONY PLAIN MUNICIPAL HOSPITAL DISTRICT NO. 84, a body corporate incorporated under the laws of the Province of Alberta (hereinafter called the "LESSOR"), being registered as owner, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten of the lands and premises described as follows:

LOT (A) CONTAINING FIVE (5) ACRES, MORE OR LESS
IN BLOCK TWENTY ONE (21)
ON PLAN 2977 M.C.
STONY PLAIN
(N.E. 25-52-1-W-5)

RESERVING UNTO HER MAJESTY ALL MINES AND MINERALS.

(hereinafter referred to as "the Hospital Lands") does hereby pursuant to, and in satisfaction of its obligation to enter into this Lease Agreement pursuant to the Agreement in Writing dated the day of , A.D. 1983 between the parties hereto lease to THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY PLAIN, THE TOWN OF SPRUCE GROVE, THE SUMMER VILLAGE OF ALBERTA BEACH, THE VILLAGE OF WABAMUN and THE VILLAGE OF ONOWAY, municipal corporations incorporated under the laws of the Province of Alberta (hereinafter called the "LESSEE") all that portion of the Hospital Lands outlined in red on the sketch plan attached as Schedule "A" hereto (hereinafter called the "DEMISED LANDS") to be held by it the said Lessee, as tenant, for the

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space of FIVE (5) YEARS from the 1st day of June, A.D. 1983, and from thenceforth next ensuing and fully to be completed and ended on the 31st day of May, A.D. 1988, (but subject to prior termination in the events hereinafter set forth) at the rental and subject to the covenants and powers implied and the special covenants, terms and conditions hereinafter set forth and which the Lessor and the Lessee agree to observe and perform as the same may be applicable to each of them respectively.

ARTICLE 2 - INTERPRETATION

Section 2.01

1. The captions and headings in this Lease are for convenience of reference only and shall not affect the interpretation of any provision or its scope or intent.

2. In construing these presents the word "LESSEE" and the personal pronoun "IT" relating thereto and used therewith shall be read and construed as "LESSEE" or "LESSEES" and "HIS", "HER", "IT" and "THEIR" respectively as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be considered as agreeing with the said word or pronoun so substituted.

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ARTICLE 3 - RENT**Section 3.01**

The Lessee covenants and agrees to pay to the Lessor a lump sum rent in the amount of ONE (\$1.00) DOLLAR upon the execution of this Lease, there to be no further rent whatsoever payable hereunder. The said lump sum rent shall be paid to the Lessor in lawful money of Canada at the Lessor's office at Stony Plain, Alberta, or such other place as the Lessor may designate by notice in writing.

**ARTICLE 4 - CONSTRUCTION OF IMPROVEMENTS,
ALTERATIONS AND ADDITIONS****Section 4.01**

During the term of this Lease and any renewal thereof the Lessee shall be entitled to construct or place upon the Demised Lands a building or buildings in accordance with plans approved in writing by the Lessor and in such a location or locations on the Demised Lands as may be approved in writing by the Lessor and any such building or buildings and other improvements placed upon the Demised Lands with the consent in writing of the Lessor shall be the Lessee's sole property, whether affixed to the Demised Lands or not and shall be removable by the Lessee at any time.

Section 4.02

The Lessee shall be entitled from time to time to make alterations and repairs to any building, buildings, or improvements constructed by the Lessee



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on the Demised Lands or to demolish or replace the whole or any part of such building, buildings or improvements subject to the consent in writing of the Lessor.

Section 4.03

The Lessee shall keep and maintain any building, buildings or improvements constructed by the Lessee on the Demised Lands in a reasonable state of repair and in reasonable condition throughout the term of this Lease. The Lessee shall at all times keep and maintain the Demised Lands in a condition and to a standard which is compatible with the surrounding lands.

ARTICLE 5 - UTILITIES

Section 5.01

The Lessor, at no cost or expense to the Lessor, shall provide the Lessee with such reasonable assistance, consents, easements and approvals as shall be necessary to enable the Lessee to obtain water, gas, sewer, telephone and electric power services and service connections satisfactory to the Lessee to enable the Lessee to obtain water, gas, sewer, telephone and electric power services for any building or buildings located upon the Demised Lands.

Section 5.02

The Lessee shall:

1. Pay all charges and deposits for power, gas, telephone, water and sewer and any other utility;



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2. Pay all charges for such utilities actually consumed and billed directly to the Lessee by any competent authority, and;
3. Make all necessary applications to such competent authorities for all such services.

ARTICLE 6 - REAL ESTATE TAXES


Section 6.01

The Lessee shall during the term hereof pay and discharge when due all taxes, rates, duties and assessments whatsoever (including without limiting the generality of the foregoing assessments for local and public improvements and school taxes) in respect of the Demised Lands, and any tax levied in lieu of a realty tax, that may be levied, charged or assessed on or against the Demised Lands, or against any property brought thereon by the Lessee to the extent the Demised Lands and improvements thereon are not exempt from taxation and every tax or licence fee payable in respect of any business carried on therein, or in respect of the occupancy of the Demised Lands by the Lessee whether such taxes, rates, duties, assessments or licence fees are charged by any municipal, school, ecclesiastical, parliamentary or other body and whether or not they are now existing or within the contemplation of the parties hereto.

ARTICLE 7 - COMPLIANCE WITH THE LAW AND DUTIES

Section 7.01

The Lessee shall comply with the requirements of every applicable statute, law and ordinance, and with every applicable lawful regulation or order with respect to the removal of any encroachment, or to the condition,



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equipment, maintenance, use or occupation of the Demised Lands including the making of any alteration or addition thereto or in connection therewith, whether or not such alteration be structural or be required on account of any particular use to which the Demised Lands or a part thereof may be put, and whether or not such requirement, regulation or order be of a kind now existing or within the contemplation of the parties hereto.

Section 7.02

The Lessee shall forthwith pay off and cause to be discharged any builder's liens or similar liens that may be filed against the Demised Lands arising from any improvements constructed by the Lessee or its agents or contractors on the Demised Lands during the term of this Lease, provided, however, the Lessee may contest the validity or the amount of any such lien. In the event that the Lessee shall contest the validity or the amount of any such lien the following shall apply:

- (a) The Lessor shall be at liberty to serve a notice in writing upon the Lessee requiring the Lessee to make an application to a court of competent jurisdiction to have the said lien removed and the necessary funds paid into court by the Lessee to replace the said lien.
- (b) Within TWENTY (20) DAYS of the date that the Lessee receives a notice from the Lessor pursuant to paragraph (a) above of this section, the Lessee shall apply to a court of competent jurisdiction to have the said lien removed and the necessary funds paid into court to replace the said lien.




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- (c) In the event that the Lessee within the time limit set out in paragraph (b) of this section shall fail to apply to a court of competent jurisdiction to have the said lien removed and the necessary funds paid into court, the Lessor shall be at liberty to apply to the said court to have the said lien removed and the necessary funds paid into court to replace the said lien and the Lessee shall pay to the Lessor on demand all the costs and expenses incurred by the Lessor in applying to the said court, including all legal fees and any sums paid into court by the Lessor to replace the said lien.
- (d) Upon the final determination of the validity of any such lien the Lessee shall immediately pay any judgment in respect thereof rendered against the Lessee or the Lessor with all proper costs and charges including all costs incurred by the Lessor in connection with any such lien, and shall cause a discharge of such lien to be registered without cost to the Lessor.

ARTICLE 8 - USE AND OPERATION OF THE LANDS

Section 8.01

The Lessee shall be permitted to use the Demised Lands and any building, buildings or improvements located thereon for the purpose of providing storage of vehicles and equipment required by the Lessee to operate an ambulance service and to provide an office or offices to administer and operate an ambulance service and for no other purpose and the Lessee shall at all times ensure that access to the hospital shall not be diminished during the construction



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of any building, buildings or improvements located upon the Demised Lands or during the term of this Lease.

Section 8.02

The Lessee shall not be permitted to sublet or underlease all or a portion or portions of the Demised Lands without the consent of the Lessor in writing but notwithstanding any such underleasing or subletting the Lessee shall remain liable to the Lessor for the due performance of the Lessee's covenants under this Lease.

ARTICLE 9 - ACCESS TO THE LANDS

Section 9.01

The Lessor, at no cost or expense to the Lessor, shall at all times provide such ingress to and egress from the Demised Lands as the Lessee may require for itself, its agents, employees, contractors, licencees and invitees and shall permit the Lessee to provide, construct, maintain and repair such access roadways to provide such ingress and egress in such a location or locations as may be approved by the Lessor in writing and the Lessor shall grant such easements or rights-of-way for such access roadways as the Lessee may reasonably require.

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ARTICLE 10 - TERMINATION**Section 10.01**

This Lease, at any time after December 31, 1983, may be terminated by the Lessee or the Lessor giving to the other twelve (12) months notice in writing to that effect.

Section 10.02

Upon the expiration of the term of this Lease, or in the event of prior termination of this Lease, the Lessee shall be entitled to remove all buildings and improvements constructed by the Lessee on the Demised Lands.

ARTICLE 11 - LIABILITY OF LESSOR AND INDEMNITY OF LESSOR**Section 11.01**

The Lessee shall indemnify and save harmless the Lessor from any and all liabilities, damages, costs, claims, suits, or actions growing out of:

- (a) Any breach, violation or non-performance of any covenants, conditions or agreements in this Lease set forth and contained on the part of the Lessee to be fulfilled, kept, observed or performed;
- (b) Any injury to any person or persons, including death resulting at any time therefrom, occurring on the Demised Lands during the term of



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this Lease except those arising from or occasioned by an act or omission of the Lessor, its agents or servants.

ARTICLE 12 - QUIET POSSESSION


Section 12.01

The Lessor covenants with the Lessee that upon the Lessee paying the rent hereby reserved and performing and observing the covenants hereinbefore on its part contained the Lessee shall and may peaceably possess and enjoy the Demised Lands for the principal term hereby granted without any interruption or disturbance from the Lessor or from any other person or persons lawfully claiming by, from or under it.

ARTICLE 13 - SUBDIVISION

Section 13.01

The parties hereto further agree that nothing herein contained shall be or have the effect of being a subdivision of the said lands and that if for any reason subdivision or planning approval of this Agreement or any part thereof shall be required by reason of the provisions of The Planning Act of Alberta or any successor to such Act or any regulations thereunder, then and in such event, the Lessee at the Lessee's sole cost and expense shall do all such things and enter into such agreements as shall be reasonably necessary to obtain such approval and to validly grant and create and maintain the rights and obligations herein expressed to be granted or created.



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ARTICLE 14 - NOTICES**Section 14.01**

All notices hereunder shall be valid and effective if personally delivered to or given by mail by registered letter, postage prepaid (unless at the time or within 48 hours thereof there shall be a general disruption in the postal service, in which case service shall be by delivery only), addressed:-


(i) in the case of the Lessor to:

(ii) in the case of the Lessee to:

and if mailed, shall be deemed to have been effectively given five (5) days after mailing and, if delivered, shall be deemed to have been given on the date on which it was delivered. Any party may change its address for receipt of notices by giving notice of its new address to the other parties as herein contemplated.

ARTICLE 15 - SUCCESSORS AND ASSIGNS**Section 15.01**

The word "LESSOR" whenever it occurs herein shall mean and extend to and including the Lessor, its successors and assigns; and the word "LESSEE" shall mean and extend to and include the Lessee, its successors and assigns.



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ARTICLE 16 - FORCE MAJEURE**Section 16.01**


Notwithstanding anything herein to the contrary, the Lessor shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease, if the same shall be due to any strike, lock-out, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, acts of God, inability to obtain any labour materials or services beyond the control of the Lessor or the Lessee, as the case may be.

ARTICLE 17 - ARBITRATION**Section 17.01**

If any dispute or difference between the Lessor and the Lessee shall arise under this Agreement, either party shall be at liberty to give the other notice of such dispute or difference and requiring that such dispute or difference be referred to arbitration.

Section 17.02

In the event that a matter arising under Section 17.01 above is not settled in accordance with the provisions of Section 17.02, then with respect to the dispute or difference, either party shall be entitled to give the other notice of such dispute and to demand arbitration thereof. Upon such notice and demand



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being given, each party shall at once appoint an arbitrator and those TWO (2) arbitrators shall jointly select a third. If, within FOURTEEN (14) DAYS of the notice of the dispute and demand for arbitration, either party has failed to appoint an arbitrator, the opposing party may petition a Judge of the Supreme Court of Alberta to appoint an arbitrator for the party in default and the person appointed by the Judge shall be that party's arbitrator. If, within FOURTEEN (14) DAYS of the appointment of the TWO (2) arbitrators, they have failed to jointly select a third arbitrator, then either or both of the parties may petition such a Judge to appoint a third arbitrator, and the person appointed by the Judge shall be the third arbitrator. Following the selection or appointment of the third arbitrator, the THREE (3) arbitrators shall, as soon as possible, embark upon the arbitration. They shall settle the rules of procedure for the arbitration proceedings and all rulings required to be made during the proceedings. The decision of the majority of the arbitrators upon the rules of procedure or upon any ruling shall be final and binding upon them and the parties. The decision of the majority of the arbitrators upon the matters in dispute shall be final and binding upon the parties, and all costs of the arbitration shall be apportioned between the parties, or against either of them, as the majority of the arbitrators shall decide.

ARTICLE 18 - SEVERABILITY

Section 18.01

If any term, covenant or condition of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term,



-14-

covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 19 - ACCEPTANCE OF LEASE

Section 19.01

The Lessee does hereby accept this Lease of the above described premises, to be held by it as tenant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the parties hereto have each executed these presents under their respective corporate seals as witnessed by the hands of their respective proper officers duly authorized in that behalf this day of May, A.D. 1983.

**STONY PLAIN MUNICIPAL HOSPITAL
DISTRICT NO. 24**

PER: _____

PER: _____

COUNTY OF PARKLAND NO. 31

PER: _____

PER: _____



-15-

TOWN OF STONY PLAIN

PER: _____

PER: _____

TOWN OF SPRUCE GROVE

PER: _____

PER: _____

**SUMMER VILLAGE OF
ALBERTA BEACH**

PER: _____

PER: _____

VILLAGE OF WABAMUN

PER: _____

PER: _____

VILLAGE OF ONOWAY

PER: _____

PER: _____

=====

DATED THIS DAY OF , A.D. 1983

=====

BETWEEN:

THE COUNTY OF PARKLAND NO. 31, THE TOWN OF STONY
PLAIN, THE TOWN OF SPRUCE GROVE, THE SUMMER
VILLAGE OF ALBERTA BEACH, THE VILLAGE OF
WABAMUN and THE VILLAGE OF ONOWAY,
Municipal Corporations
incorporated under the laws of the Province of Alberta,
(hereinafter referred to as "the Municipalities"),

OF THE FIRST PART

-and-

THE STONY PLAIN MUNICIPAL HOSPITAL DISTRICT NO 84,
a body corporate incorporated under the laws
of the Province of Alberta
(hereinafter referred to as "the Hospital District"),

OF THE SECOND PART

=====

MEMORANDUM OF LEASE

=====

REYNOLDS, MIRTH & COTE
BARRISTERS AND SOLICITORS
1700 CENTURY PLACE
9803-102A AVENUE
EDMONTON, ALBERTA
T5J 2C7

FILE NO: 44,177-005

**APPENDIX D:
WABAMUN BYLAW NO. 01-87: AMENDING BYLAW NO. 06-84 RE AMBULANCE
STANDARDS**

BY-LAW NO. 01-87

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

BEING A BY-LAW OF THE VILLAGE OF WABAMUN TO AMEND BY-LAW NO. 06-84
BEING A BY-LAW TO REGULATE AMBULANCES AND AMBULANCE SERVICES
OPERATING WITHIN THE VILLAGE OF WABAMUN

WHEREAS,

pursuant to By-Law No. 06-84 enacted by Council pursuant to The Municipal Government Act, R.S.A. 1980, c. M-26, s.168, the Council of the Village of Wabamun regulated all ambulances and ambulance services operating within the Village of Wabamun which provide ambulance service to the Village's residents; and

WHEREAS,

pursuant to the Health Disciplines Act, R.S.A. 1980 c. H-3.5 and the Emergency Medical Technicians Regulation being Alberta Regulation 326/85 the health discipline of Emergency Medical Technicians was designated and Council now wishes to amend By-Law No. 06-84 to provide that every ambulance which provides ambulance service for the use of the public within the Village of Wabamun must have at least one person in attendance who is registered under the said Regulation;

NOW THEREFORE,

pursuant to the authority vested in it by The Municipal Government Act, R.S.A. 1980 c. M-26, s. 168, the Council of the Village of Wabamun hereby enacts as follows:

1. Section 2 of By-Law No. 06-84 shall be repealed and in its place shall be substituted the following:
 - "2. Every ambulance which provides ambulance service for the use of the public within the Village of Wabamun shall at all times, while providing this service, have at least one person in attendance who is registered as a member under the Emergency Medical Technicians Regulation (supra) in either the Emergency Medical Technician - Ambulance area of practise or the Emergency Medical Technician - Paramedic area of practise as defined in the Emergency Medical Technician's regulation (supra).
2. Except as amended by this By-Law, By-Law No. 06-84 shall remain in effect.
3. This By-Law shall come into force and effect upon the date of its final reading.

READ A FIRST TIME THIS 19th DAY OF JANUARY, A.D. 1987.

READ A SECOND TIME THIS 2nd DAY OF FEBRUARY, A.D. 1987.

READ A THIRD TIME AND FINALLY PASSED THIS 16th DAY OF FEBRUARY
A.D. 1987.

At Stednick
MAYOR

EAP:mai
ADMINISTRATOR

**APPENDIX E:
WABAMUN BYLAW NO. 03-89: AMBULANCE SERVICE AGREEMENT**

VILLAGE OF WABAMUN

IN THE

PROVINCE OF ALBERTA

BY-LAW NO. 03-89

A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE ENTERING INTO OF A BANKING FACILITY AGREEMENT RELATING TO THE PARKLAND AMBULANCE AUTHORITY.

WHEREAS, the Council of the County of Parkland No. 31, the City of Spruce Grove, the Town of Stony Plain, the Summer Village of Alberta Beach, the Village of Onoway and the Village of Wabamun, entered into an Agreement dated the 17th day of May 1983 for the provision of Ambulance Services, and

WHEREAS, the aforesaid municipalities wish to enter into an Agreement with the City of Spruce Grove whereby the City of Spruce Grove shall allow the Parkland Ambulance Authority to combine its banking service and credit facility requirements with those of the City of Spruce Grove at the Royal Bank of Canada, under certain terms and conditions,

NOW THEREFORE, pursuant to the authority vested in it by Section 113 of the Municipal Government Act the Council of the Village of Wabamun enacts as follows:

1. That the Village of Wabamun approve the Agreement attached hereto as Schedule A to this By-Law relating to Banking matters and that the Mayor and Administrator of the Village of Wabamun be authorized and directed to execute the Bank Facility Agreement with the City of Spruce Grove, on behalf of the Village, and to affix the seal thereto.

READ A FIRST TIME THIS 3rd DAY OF APRIL A.D. 1989.

READ A SECOND TIME THIS 3rd DAY OF APRIL A.D. 1989.

READ A THIRD TIME AND PASSED IN COUNCIL THIS 3rd DAY OF

APRIL A.D. 1989.



MAYOR



ADMINISTRATOR

EAP:mai

VILLAGE OF WABAMUN
SCHEDULE "A"
BY-LAW NO. 02-89

MEMORANDUM OF AGREEMENT entered into this day of ,
A.D. 1989.

BETWEEN:

CITY OF SPRUCE GROVE,
TOWN OF STONY PLAIN,
COUNTY OF PARKLAND NO. 31,
SUMMER VILLAGE OF ALBERTA BEACH,
VILLAGE OF ONOWAY and
VILLAGE OF WABAMUN,
municipal corporations incorporated
under the laws of the Province of Alberta
(hereinafter referred to as "the Municipalities"),

OF THE FIRST PART,

- and -

CITY OF SPRUCE GROVE,
a municipal corporation
incorporation under the laws
of the Province of Alberta
(hereinafter referred to as "Spruce Grove"),

OF THE SECOND PART.

WHEREAS the Municipalities by an Agreement in writing dated the 17th day of May, A.D. 1983 pursuant to the Municipal Government Act R.S.A. 1980 c.M-26 s. 113 arranged for the provision of ambulance service within that area of each of the Municipalities which is included within the boundaries of The Stony Plain Hospital District No. 84 (hereinafter referred to as "the Ambulance Service Area"); and

WHEREAS in the said Agreement the Municipalities delegated to a joint committee known as "the Parkland Ambulance Authority" (hereinafter referred to as "the Authority") the power to carry out the recommendations



- 2 -

adopted by the Councils of all of the municipalities for the provision of ambulance service within the Ambulance Service Area and the Authority, with the approval of the Councils of all of the Municipalities, now operates an ambulance service within the said Ambulance Service Area under the terms of the said Agreement; and

WHEREAS, in the normal course of conducting the operations of the Authority, the Authority requires the services and credit facilities of a bank and there is a benefit and an advantage to be gained by the Authority in combining its banking service and credit facility requirements with those of Spruce Grove and Spruce Grove is prepared to permit the Authority to combine its banking service and credit facility requirements with those of Spruce Grove on the terms and subject to the conditions hereinafter set forth;

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

1. From the Effective Date as hereinafter defined and until this Agreement is terminated by either of the parties hereto, Spruce Grove shall allow the Authority to combine its banking service and credit facility requirements with those of Spruce Grove at the Royal Bank of Canada, Spruce Grove Branch, (hereinafter referred to as "the Bank") under Spruce Grove's Agreement with the Bank.
2. The Authority shall pay to Spruce Grove, monthly, interest on any negative balance or balances in the Authority's account or accounts from time to time at the Bank at the same rate of interest as Spruce Grove would pay to the Bank on negative balances had Spruce Grove's combined account balance at the Bank been in a negative balance under Spruce Grove's Agreement with the Bank.
3. Similarly, Spruce Grove shall pay to the Authority interest on positive balances in the Authority's account or accounts at the Bank



- 3 -

at the same rate of interest as Spruce Grove would receive from the Bank on positive balances in Spruce Grove's combined accounts at the Bank under Spruce Grove's Agreement with the Bank.

4. Spruce Grove shall at all times keep the Authority fully informed of its arrangements with the Bank with respect to interest to be earned or paid on positive and negative balances at the Bank and Spruce Grove shall not alter these arrangements in any manner which would have a negative effect on the Authority without giving the Authority at least fifteen (15) days notice in writing of Spruce Grove's intention to alter its arrangements with the Bank.
5. For the purpose of the operation of the Authority's account or accounts at the Bank, the Authority shall be entitled to any other benefit or benefits with respect to service charges and fees for operating accounts at the Bank which are available to Spruce Grove at the Bank and for the purpose of determining these benefits, the Authority's account or accounts shall be treated as though they were accounts of Spruce Grove under Spruce Grove's agreement with the Bank.
6. The Authority shall indemnify and shall save Spruce Grove harmless from all costs, expenses and charges incurred by Spruce Grove arising out of the combination of the Authority's account or accounts at the Bank with those of Spruce Grove, such indemnity to include all costs incurred by Spruce Grove in the negotiation, preparation and execution of this Agreement.
7. This Agreement shall be effective from the day of , A.D. 1988 (herein referred to as "the Effective Date") and may be terminated by either the Authority or Spruce Grove on thirty (30) days notice writing to the other.
8. On the date of termination of this Agreement a final accounting shall take place between the Authority and Spruce Grove to determine any



- 4 -

amount or amounts owing by either party to the other and any amount or amounts owing by either party as shown on the final accounting shall be paid forthwith.

9. Any notice under this Agreement shall be deemed to be valid if given in writing and delivered by hand as follows:

(a) To the Municipalities:

Parkland Ambulance Authority
P.O. Box 1408
Stony Plain, Alberta
T0E 2G0

Attention: Operations Manager

(b) To Spruce Grove:

City of Spruce Grove
410 King Street
Spruce Grove, Alberta
T7X 2Z1

Attention: City Treasurer

or such other address or addresses as the parties hereto shall provide by letter to the other.

10. The parties hereto shall with reasonable diligence do all things and provide reasonable assurances as may be required to consummate the transactions contemplated herein and each party hereto shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out ^{its} provisions whether before or after the effective date.

IN WITNESS WHEREOF the Municipalities and Spruce Grove have each affixed their respective seal as witnessed by the hands of their proper



- 5 -

officers duly authorized in that behalf as of the day and year first above written.

CITY OF SPRUCE GROVE

Per: _____

Per: _____

TOWN OF STONY PLAIN

Per: _____

Per: _____

COUNTY OF PARKLAND NO. 31

Per: _____

Per: _____

SUMMER VILLAGE OF ALBERTA BEACH

Per: _____

Per: _____

VILLAGE OF WABAMUN

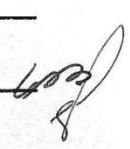
Per: _____

Per: _____

CITY OF SPRUCE GROVE

Per: _____

Per: _____

A handwritten signature in black ink, appearing to be 'L. Smith', is written over the signature line for the final 'CITY OF SPRUCE GROVE' entry.

DATED: _____, A.D. 1989

BETWEEN:

CITY OF SPRUCE GROVE,
TOWN OF STONY PLAIN,
COUNTY OF PARKLAND NO. 31,
SUMMER VILLAGE OF ALBERTA BEACH,
VILLAGE OF ONOWAY and
VILLAGE OF WABAMUN,
municipal corporations incorporated
under the laws of the Province of Alberta
(hereinafter referred to as "the Municipalities"),

OF THE FIRST PART,

- and -

CITY OF SPRUCE GROVE,
a municipal corporation incorporated
under the laws of the province of Alberta
(hereinafter referred to as "Spruce Grove"),

OF THE SECOND PART.

=====

**BANKING SERVICE AND CREDIT FACILITY
AGREEMENT**

=====

REYNOLDS, MIRTH, RICHARDS & FARMER
BARRISTERS AND SOLICITORS
3200 MANULIFE PLACE
10180 - 101 STREET
EDMONTON, ALBERTA
T5J 3W8

FILE NO: 44,177-005



APPENDIX F:
WABAMUN BYLAW NO. 04-96: EMERGENCY SYSTEM BYLAW

BY-LAW NO. 04-96
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA

THIS IS A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WABAMUN AND AGT LIMITED AUTHORIZING AGT TO COLLECT MUNICIPAL CHARGES FOR AN ENHANCED EMERGENCY 911 SYSTEM AND FORWARD THE FEES COLLECTED TO THE VILLAGE OF WABAMUN.

WHEREAS, section 7 of the Municipal Government Act RSA 1994 CM-26.1 allows a municipality to enter into an agreement for the performance of any matter or thing judged to be of benefit to them; and

WHEREAS, the Village of Wabamun considers it beneficial to enter into an agreement to direct AGT Limited to collect the municipal charges for an enhanced Emergency 911 system and forward these fees to the Village of Wabamun or their designate to provide an emergency call answer system.

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF WABAMUN; IN THE PROVINCE OF ALBERTA; DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. A memorandum of agreement with the AGT Limited. A copy of which is attached hereto, is hereby ratified and approved; and the Mayor and Municipal Administrator are hereby authorized to execute the said agreement for and on behalf of the Village of Wabamun.
2. This By-Law shall come into full force and effect upon third reading.

READ A FIRST TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A SECOND TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 17th DAY OF JUNE, A.D. 1996.

MAYOR

ADMINISTRATOR

**APPENDIX G:
WABAMUN BYLAW NO. 05-96: EMERGENCY SYSTEM BYLAW**

**BY-LAW NO. 05-96
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA**

THIS IS A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WABAMUN AND AGT LIMITED AUTHORIZING AGT TO PROVIDE FOR THE NETWORK LEG OF AN ENHANCED EMERGENCY 911 SYSTEM TO DIRECT EMERGENCY CALLS.

WHEREAS, section 7 of the Municipal Government Act RSA 1994 CM-26.1 allows a municipality to enter into an agreement for the performance of any matter or thing judged to be of benefit to them; and

WHEREAS, the Village of Wabamun considers it beneficial to enter into an agreement to provide a system to direct the emergency calls of its residents;

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF WABAMUN; IN THE PROVINCE OF ALBERTA; DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. A memorandum of agreement with the AGT Limited. A copy of which is attached hereto, is hereby ratified and approved; and the Mayor and Municipal Administrator are hereby authorized to execute the said agreement for and on behalf of the Village of Wabamun.
2. This By-Law shall come into full force and effect upon third reading.

READ A FIRST TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A SECOND TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 17th DAY OF JUNE, A.D. 1996.

MAYOR

ADMINISTRATOR

APPENDIX H:
WABAMUN BYLAW NO. 06-96: EMERGENCY SYSTEM BYLAW

BY-LAW NO. 06-96
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA

THIS IS A BY-LAW OF THE VILLAGE OF WABAMUN TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WABAMUN AND PARKLAND COUNTY TO PROVIDE THE CALL ANSWER AND DISPATCH LEG OF AN EMERGENCY CALLING SYSTEM.

WHEREAS, section 7 of the Municipal Government Act RSA 1994 CM-26.1 allows a municipality to enter into an agreement for the performance of any matter or thing judged to be of benefit to them; and

WHEREAS, the Village of Wabamun considers it beneficial to enter into an agreement to provide a system to answer emergency calls of the residents and dispatch emergency response agencies on their behalf;

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF WABAMUN; IN THE PROVINCE OF ALBERTA; DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. A memorandum of agreement with Parkland County. A copy which is attached hereto, is hereby ratified and approved; and the Mayor and Municipal Administrator are hereby authorized to execute the said agreement for and on behalf of the Village of Wabamun.
2. This By-Law shall come into full force and effect upon third reading.

READ A FIRST TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A SECOND TIME IN COUNCIL THIS 17th DAY OF JUNE, A.D. 1996.

READ A THIRD TIME IN COUNCIL AND FINALLY PASSED THIS 17th DAY OF JUNE, A.D. 1996.

MAYOR

ADMINISTRATOR

APPENDIX I:
WABAMUN BYLAW NO. 12-83: MILK PASTEURIZATION

BY-LAW NO. 12-83

OF THE

VILLAGE OF WABAMUN

IN THE PROVINCE OF ALBERTA

BEING A BYLAW OF THE VILLAGE OF WABAMUN REQUIRING MILK SOLD, OFFERED FOR SALE OR DELIVERED WITHIN THE LIMITS OF SAID VILLAGE TO BE PASTEURIZED BEFORE BEING SOLD, OFFERED FOR SALE OR DELIVERED.

WHEREAS

It is provided by Section 9 of the Public Health Act that the council of any municipality may pass a By-law for the purpose of requiring milk sold, offered for sale or delivered within the limits of the municipality to be pasteurized before being sold, offered for sale or delivered; and

NOW THEREFORE, THE COUNCIL OF THE VILLAGE OF WABAMUN IN COUNCIL ASSEMBLED ENACTS AS FOLLOWS:

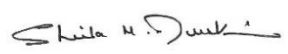
1. For the purpose of this bylaw, "pasteurization" and "pasteurized" shall have the meaning given to these words in Section 9 of the Public Health Act.
2. No person shall sell, offer for sale or deliver within the limits of the Village of Wabamun milk which has not been pasteurized.
3. Section 2 of this bylaw shall not apply to milk brought into the Village by the producer and sold by wholesale to a distributor, a milk processing plant, a creamery or a cheese factory, nor to products of milk prepared in a plant and by methods approved by the Provincial Board of Health.
4. This bylaw shall take effect on the date of the final passing thereof.
5. Any person who contravenes any of the provisions of this bylaw shall be guilty of an offence and liable on summary conviction to a fine not exceeding Five Hundred Dollars (\$500.00) exclusive of costs, and in default of payment of the fine and cost, to imprisonment for a term not exceeding sixty days.

READ A FIRST TIME AND PASSED PROVISIONALLY IN COUNCIL THIS 2nd DAY OF AUGUST, A.D. 1983.


MAYOR


ADMINISTRATOR

APPROVED THIS 17 DAY OF AUGUST, A.D. 1983



CHAIRMAN, PROVINCIAL BOARD OF HEALTH

Page Two
By-Law No. 12-83
Village of Wabamun
Province of Alberta

READ A SECOND TIME THIS 3rd DAY OF OCTOBER , A.D. 1983

READ A THIRD TIME AND FINALLY PASSED AND ADOPTED BY THE COUNCIL THIS
3rd DAY OF OCTOBER , A.D. 1983.


MAYOR


ADMINISTRATOR

EAP:mai

APPENDIX J:**WABAMUN BYLAW NO. 07-2018: ADVERTISING BYLAW**

**BYLAW NO. 07-2018
OF THE
VILLAGE OF WABAMUN
IN THE PROVINCE OF ALBERTA**

A BYLAW of the Village of Wabamun in the Province of Alberta to establish alternate methods for advertising statutory notices

WHEREAS, pursuant to section 606 of the Municipal Government Act, a council must give notice of certain bylaws, resolutions, meetings, public hearings or other things by advertising in a newspaper or other publication circulating in the area, mailing or delivering a notice to every residence in the affected area or by another method provided for in a bylaw under section 606.1;

AND WHEREAS, pursuant to section 606.1(1) of the Municipal Government Act, a council may, by bylaw, provide for one or more methods, which may include electronic means, for advertising proposed bylaws, resolutions, meetings, public hearings and other things referred to in section 606;

AND WHEREAS Council is satisfied that the advertising method set out in this Bylaw is likely to bring matters advertised by that method to the attention of substantially all residents in the area to which the bylaw, resolution or other thing relates or in which the meeting or hearing is to be held;

NOW THEREFORE the Council of the Village of Wabamun, in the Province of Alberta, duly assembled, enacts as follows:

1. Short Title - This Bylaw may be referred to as the "Advertising Bylaw"

Advertising Method

Any notice required to be advertised under section 606 of the *Municipal Government Act* of a bylaw, resolution, meeting, public hearing or other thing may be given, in accordance with the timelines prescribed in section 606,

a. electronically by posting the notice prominently on the Village of Wabamun official website.

and

b. electronically by posting the notice prominently on any of the Village of Wabamun's official social media sites.

and

c. by posting the notice prominently on the bulletin board provided for that purpose in the Village Office or on the back of the monthly utility billings if timing allows.

READ a First time the 17th day of July, 2018.

PUBLIC HEARING held on the 21st day of August, 2018

READ a Second time this 21st day of August, 2018.

READ a Third time this 21st day of August, 2018.

Signed by the CEO this date

CHIEF ELECTED OFFICIAL – C. SMYLLIE

Signed by the CAO this date

CAO – S. PATIENCE