

TOWN OF VULCAN


BY-LAW No. 421

A By-Law of the Town of Vulcan to authorize the Council of the Town of Vulcan to enter into an agreement with the Vulcan Rural Fire Protection Co-Op Limited.

Under the authority and pursuant to the provisions of Section 303 (o) of the Town and Village Act, the Council of the Town of Vulcan enacts as follows:

That the Council of the Town of Vulcan be and is hereby authorized to enter into an agreement with the Vulcan Rural Fire Protection Co-Op Ltd. whereby the Town of Vulcan agrees to house and man the fire fighting unit of the Vulcan Rural Fire Protection Co-Op Ltd. in return for the use of the said unit in fighting and controlling fires within the Town of Vulcan, as set out in the agreement attached to, and forming part of this by-law.

Read a first, second, and third time and finally passed this 30th day of October 1961.

  
\_\_\_\_\_  
Mayor.

  
\_\_\_\_\_  
Secretary-Treasurer.

A G R E E M E N T

THIS AGREEMENT made in triplicate this 10th day of October, A.D. 1961.

BETWEEN:

THE TOWN OF VULCAN, a Municipal Corporation in the Province of Alberta

Hereinafter called  
THE PARTY OF THE FIRST PART

- and -

THE VULCAN RURAL FIRE PROTECTION ASSOCIATION of Vulcan in the  
Province of Alberta,

Hereinafter called  
THE PARTY OF THE SECOND PART

WHEREAS THE PARTY OF THE SECOND PART owns a fire pumper to be used for fire protection purposes for members of the said Association;

AND WHEREAS the Council of the PARTY OF THE FIRST PART has agreed to permit the said fire pumper to be housed in the Town of Vulcan Fire Hall;

AND WHEREAS the Council of the PARTY OF THE FIRST PART and the Directors of the PARTY OF THE SECOND PART have mutually agreed to certain conditions:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. THE PARTY OF THE FIRST PART will house the fire pumper in the Town Fire Hall and service the unit, the same as their own equipment, at no expense to the PARTY OF THE SECOND PART.
  
2. THE PARTY OF THE FIRST PART will receive fire calls, have the pumper unit ready at all times and will dispatch said unit as quickly as possible and at any time of the day or night; three members of the local fire brigade, one of whom will be authorized to act as Fire Chief, will take the

pumper unit to the scene of the fire.

3. IN THE EVENT of a duplicate fire or a major fire, THE PARTY OF THE FIRST PART will make available to the PARTY OF THE SECOND PART the secondary unit belonging to the said PARTY OF THE FIRST PART. THE equipment belonging to THE PARTY OF THE FIRST PART will not leave the Town of Vulcan except at the request of the <sup>Fire Chief R. Z.</sup> ~~officers of the PARTY OF THE SECOND PART.~~

~~4. THE PARTY OF THE FIRST PART'S FIRE CHIEF will not authorize the PARTY OF THE SECOND PART'S unit to leave the Town of Vulcan to attend non-member fires unless he has a reasonable guarantee from someone in authority to vouch for the payment of the non-member fee of the said Association's unit as established by the aforesaid PARTY OF THE SECOND PART.~~

5. THE FIRE CHIEF of the PARTY OF THE FIRST PART will not authorize or permit the pumper unit belonging to the PARTY OF THE SECOND PART to respond to a fire call for a non-member over a distance of 20 miles from the Town of Vulcan Fire Hall.

6. THE PARTY OF THE SECOND PART will be responsible for all major repairs to the subject fire pumper, as well as all gas, oil etc. respecting rural fire calls only.

7. THE PARTY OF THE SECOND PART'S fire unit will be available to the PARTY OF THE FIRST PART whenever deemed necessary by the Fire Chief.

8. THE PARTY OF THE SECOND PART will supply a card index system which will be in the Fire unit at all times giving complete details of each member's all-weather road and farmstead location.

9. THE PARTY OF THE SECOND PART will pay wages for the three men who bring the fire pumper out from the Town of Vulcan at a rate to be agreed upon.

10. IN CASE OF HIGHWAY FIRES, the PARTY OF THE FIRST PART will take out the unit belonging to the PARTY OF THE SECOND PART at the same price as to non-members.

11. THIS AGREEMENT shall be effective until terminated by either party on six months' notice in writing.

IN WITNESS WHEREOF the corporate seal of the PARTY OF THE FIRST PART has been affixed as attested by its proper officers in that behalf and the name of the PARTY OF THE SECOND PART has been affixed as attested by its officers.

THE TOWN OF VULCAN

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THE VULCAN RURAL FIRE PROTECTION ASSOCIATION

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