

BY-LAW NO:136
THE SUMMER VILLAGE OF ARGENTIA BEACH

BEING A BY-LAW OF THE SUMMER VILLAGE OF ARGENTIA BEACH TO PROVIDE FOR THE ESTABLISHMENT, LICENSING AND REGULATING OF AMBULANCE SERVICES AND THE ESTABLISHMENT OF AN AMBULANCE SERVICE BOARD

WHEREAS the Municipal Government Act, Chapter M-26.1, R.S.A., 1994, and amendments thereto, and the Ambulance Services Act, Chapter A40.5 and amendments thereto, provides:

1. That the Council may pass By-Laws for municipal purposes respecting the safety, health and welfare of people and the protection of people and property;
2. That the Council may pass By-Laws for municipal purposes respecting businesses; business activities and persons engaged in business;
3. The Council may be By-Law authorize the payment of a grant to the owner of an ambulance in the interest of safety, health and welfare of people;
4. The Council may enter into an agreement with one or more owners of ambulances to furnish certain ambulance services and to keep available the number of ambulances specified for serving inhabitants of the municipality;
5. The Council may set minimum standards of ambulance service, minimum requirements pertaining to vehicles used to provide the service, minimum qualifications of drivers and attendants and set the rates that may be charged for the service provided;
6. The Council may, by By-Law, appoint any Board that is considered desirable for managing, operating or advising in the management and operation of any branch or department of the municipalities services; and

WHEREAS the Council of the Summer Village of Argentia Beach deems it necessary and expedient to establish an Ambulance Services Board; and

WHEREAS it is further deemed necessary that the Summer Village of Argentia Beach enter into an Agreement with the County of Wetaskiwin No.10, the City of Wetaskiwin, the Town of Millet and member Summer Villages to provide joint ambulance services within the County of Wetaskiwin No.10 and establish rules and regulations under which an ambulance service and Ambulance Service Board shall operate;

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

1. There is hereby established an Ambulance Service Board to be know as the "Wetaskiwin & District Ambulance Authority" hereinafter referred to as the "Ambulance Authority " and the boundaries of the jurisdiction of the Ambulance Authority shall be coterminous with the boundaries of the County of Wetaskiwin No.10
2. The Board of Directors shall mean the Board of Directors of the Ambulance Authority.
3. The management, control and operation of all ambulance services within the County of Wetaskiwin No.10, the City of Wetaskiwin, the Town of Millet, the Summer Village of Argentia Beach and member Summer Villages must be authorized and supervised by the Ambulance Authority in accordance with the provisions of ambulance service as laid down in this By-Law.

4. The Ambulance Authority shall consist of seven voting members and one non voting member. The seven voting members shall be appointed by resolution of each of the participating municipalities, the Regional Health Authority and the local resident physicians in the following manner:

VOTING MEMBERS

- Two elected representatives of the City of Wetaskiwin Council
- Two elected representatives of the County of Wetaskiwin Council
- One elected representative of the Town of Millet
- One member who shall be a local resident physician appointed by the -
Wetaskiwin Hospital Medical Staff
- One elected representative of the Summer Villages

NON VOTING MEMBER

- One appointed representative of the Regional Health Authority.

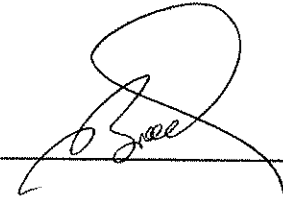
5. A quorum shall consist of four voting members.
6. Any member of the respective Council(s), or organizations who is a member of the Ambulance Authority who resigns from the respective Council(s) or organization shall be deemed to have resigned from the Ambulance Authority.
7. When a person ceases to be a member of the Ambulance Authority for any reason and leaves an uncompleted term, the replacement member shall be appointed only for the balance of the uncompleted term of such member.
8. The Ambulance Authority at its first meeting following the passing of this By-Law shall elect a Chairman and Vice Chairman from its members and appoint a Secretary-Treasurer and thereafter at its first meeting following the organizational meeting of the respective Councils belonging to the Ambulance Authority. The Secretary shall not be a voting member of the Ambulance Authority but shall attend all meetings.
9. The Ambulance Authority shall at its first meeting following the passing of this By-Law cause to be formulated a set of By-Laws. These By-Laws and all subsequent amendments shall be approved by the Ambulance Authority and submitted to the member Councils and organizations for their approval. These By-Laws and all subsequent amendments shall not be in effect until passed by all member Councils and/or organizations.
10. The Ambulance Authority may adopt such rules or procedures as its members may agree upon, providing such rules are not inconsistent with the authority conferred upon the Ambulance Authority by the respective municipalities and any other pertinent legislation pertaining to ambulance authorities.
11. Members of the Board may receive payment for duly constituted meetings at such rates as may be established by resolution of the Ambulance Authority from time to time.
12. The Ambulance Authority shall:
- a. be responsible for the quality of ambulance service provided throughout the participating members of the Wetaskiwin Ambulance Authority;
 - b. perform on behalf of the respective municipalities such functions as they assign to the Authority;
 - c. make reports to the respective municipalities from time to time, or on request; and
 - d. advise the respective municipalities on all policy matters required to maintain an efficient ambulance service within the municipalities.

13. The Ambulance Authority may operate all or part of the ambulance service directly or contract all or part of the service out to third parties.
14. The member Councils, prior to commencing operations, shall establish a funding agreement for the Ambulance Authority.
15. Neither the Ambulance Authority or any member shall pledge the credit of any member municipality or organization in connection with any matters whatsoever, nor shall the Board nor any member thereof have any power to authorize any expenditure to be charged against the participating municipalities or organization.
16. Pursuant to Section 13, the Ambulance Authority shall submit to all member Councils and/or organizations an annual Audited Financial Statement for the past years activities and both a capital and operational budget for the coming year. These are to be submitted by March 1st of each year.
17. The fiscal operating year for the Ambulance Authority shall be the calendar year.
18. Membership of participating municipalities pursuant to Section 3
- a. Cessation of membership of participating municipalities and organizations or substantial change of the terms and conditions of membership by any Council and/or organization in the Ambulance Authority shall require one year's notice. Such notice shall be in writing to the Chairman of the Ambulance Authority and shall take effect one year from the date of receipt of such notice.
 - b. Membership of participating municipalities and organizations in the Ambulance Authority beyond those specifically mentioned in this By-Law shall be established by a written application of municipal Council and/or organization to the Ambulance Authority. The Ambulance Authority shall consider the request and make a recommendation on membership to all contributing municipalities and/or organizations for their approval prior to any new membership being accepted.
 - c. In the event that any municipality gives notice of its intention to withdraw from this Authority, the withdrawing party acknowledges that it has no interest whatsoever in or to any of the assets of the Ambulance Authority and the absolute ownership of all the assets of the Ambulance Authority shall remain in the Authority.
19. All parties acknowledge and agree that in the event of the termination of this Agreement by all parties for any reason, the Board shall attempt to obtain a private operator for the service and to sell or lease the assets of the said Authority to such private operator. The rental, in the case of a lease, or the sale price, in case of a sale of the assets, shall be distributed to the then municipalities still parties to this Agreement on a pro rata basis, using the calculations for each Authority that were last used for payment calculation under this Agreement.
20. This By-Law comes into effect upon the date of third reading.

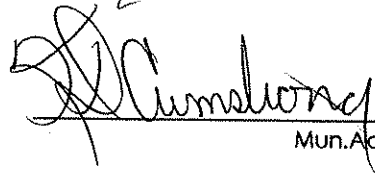
READ a first time this 3rd day of October, 1995.

READ a second time this 3rd day of October, 1995.

READ a third time and finally passed this 3rd day of October, 1995.



Mayor



Mun. Administrator

FUNDING AGREEMENT

ITEM NO. 11a(ii)
DATE: JUL 0 4 1995

This agreement made this 3rd day of October, 19 95.

Between:

WETASKIWIN & DISTRICT AMBULANCE AUTHORITY
(hereinafter called the "Authority")
Party of the First Part

- and -

SUMMER VILLAGE OF Argentia Beach
in the Province of Alberta
(hereinafter called the "Municipality")
Party of the Second Part

WHEREAS: the Authority and the Summer Village recognize the need for continued ambulance service for the protection of the inhabitants of the municipality; and

WHEREAS: the municipality has been empowered to pass by-laws respecting the safety, health and welfare of people and the protection of people and property by virtue of section 7(a) of the Municipal Government Act of Alberta; and

WHEREAS: the municipality has been empowered to pass by-laws respecting businesses, and persons engaged in business by virtue of section 7(e) of the Municipal Government Act; and

WHEREAS: the municipality desires that the Authority own and operate and/or contract for a community ambulance service within their boundaries; and

WHEREAS: the municipality recognizes that operational and capital monies are required each year by the Authority to carry out its mandate;

NOW THEREFORE: in consideration of the premises and of the mutual covenants hereinafter expressed, the parties hereto agree together as follows:

- I. The Municipality agrees:
 - A. That each Municipality, as a member of the Ambulance Authority, shall bear its proportionate share of the full cost of establishing and maintaining the Authority and such ambulance service, owned and operated or contracted by the Ambulance Authority, including the cost of operations and capital.
 - B. Each Municipality's share of such cost shall be determined by the Authority in accordance with the attached Schedule 1.

- C. That it will pay to the Authority on or before the 1st day of January, 50% of the requisition and the balance on the 1st day of July, the municipality's share, calculated and determined by the Authority based on the budget for the current year, submitted by the Authority to the municipality.
- D. That it will pay to the Authority, the municipality's share, calculated and determined by the Authority as aforesaid, of the Authority's estimated cost of acquisition of ambulances, other related equipment, requisitions and operating expenses.
- E. In the event that the Authority deems it necessary to acquire an additional ambulance or additional ambulance equipment, that it shall have the sole authority to do so, and all Local Authorities hereto covenant and agree with the Authority that they shall share the cost of purchasing any further ambulance and equipment on a pro rata basis, using the calculations for each Municipality as provided annually by the said Municipality. (Equalized assessment)
- F. That the Authority shall have full control of the operation and management of the ambulance service including the rates to be charged to residents of the member municipality and others for such service. A schedule of such rates and any amendments thereto from time to time shall be filed with the Secretary of each of the member Municipality.

II. The Ambulance Authority agrees:

- A. That a full and proper set of books covering all financial transactions of the ambulance service are maintained and are available for review of each Municipality.
- B. That on or before the 1st day of March in each year after this agreement is accepted, to supply each member Municipality with an audited financial statement for the preceding year and a budget for the current year indicating the level of service and equipment complement, including the amount to be contributed by the Municipality calculated and determined as aforesaid, and such amount shall be paid by the Municipality to the Authority on or before the 1st day of January, 50% of the requisition and the balance on the 1st day of July.
- C. That adequate public liability insurance is in place with respect to the operation of the ambulance services, and the Authority hereby agrees to indemnify and save harmless the Municipality from any claim arising out of the operation by the Authority of the community ambulance services.
- D. To retain ownership of all capital assets paid for by the Municipality except those which may be agreed upon ahead of time or clearly identified in each budget submission.

- E. The member withdrawing from this agreement shall have no interest in or claim against any assets of the Authority from and after the said effective date of withdrawals.
- III. This agreement shall commence on the date hereof and shall continue in full force until terminated as hereinafter provided. Any municipality may withdraw from this agreement upon such party giving written notice to the Chairman of the Authority of its intention to withdraw, and the date of its withdrawal from this agreement shall be effective one year from the date that the notice is received by the Chairman of the Authority.
- IV. That the municipality withdrawing from this agreement shall be responsible for and pay to the Authority its proportionate share of the requisition as determined for the notice period.
- V. Subject to the unanimous approval of the member municipality and the approval of a majority of 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, in which case liabilities of the Authority shall be divided between the Municipalities using Schedule 1 (IV).

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above mentioned.

WETASKIWIN & DISTRICT AMBULANCE AUTHORITY

[Handwritten Signature]

Chairman

[Handwritten Signature]

Secretary

SUMMER VILLAGE OF Argentina Beach

[Handwritten Signature]

Mayor

[Handwritten Signature]

Municipal Administrator

"Schedule 1"

I. AMBULANCE ZONE 1: Funding Allocation will be by Equalized Assessment, as provided by the Alberta Equalized Assessment Board, within the defined zone which includes the following municipality:

City of Wetaskiwin
Town of Millet
County of Wetaskiwin No. 10

II. AMBULANCE ZONE 2: Funding Allocation will be by Equalized Assessment, as provided by the Alberta Equalized Assessment Board, within the defined zone which includes the following municipality:

County of Wetaskiwin No. 10
S. V. of Argonia Beach
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____

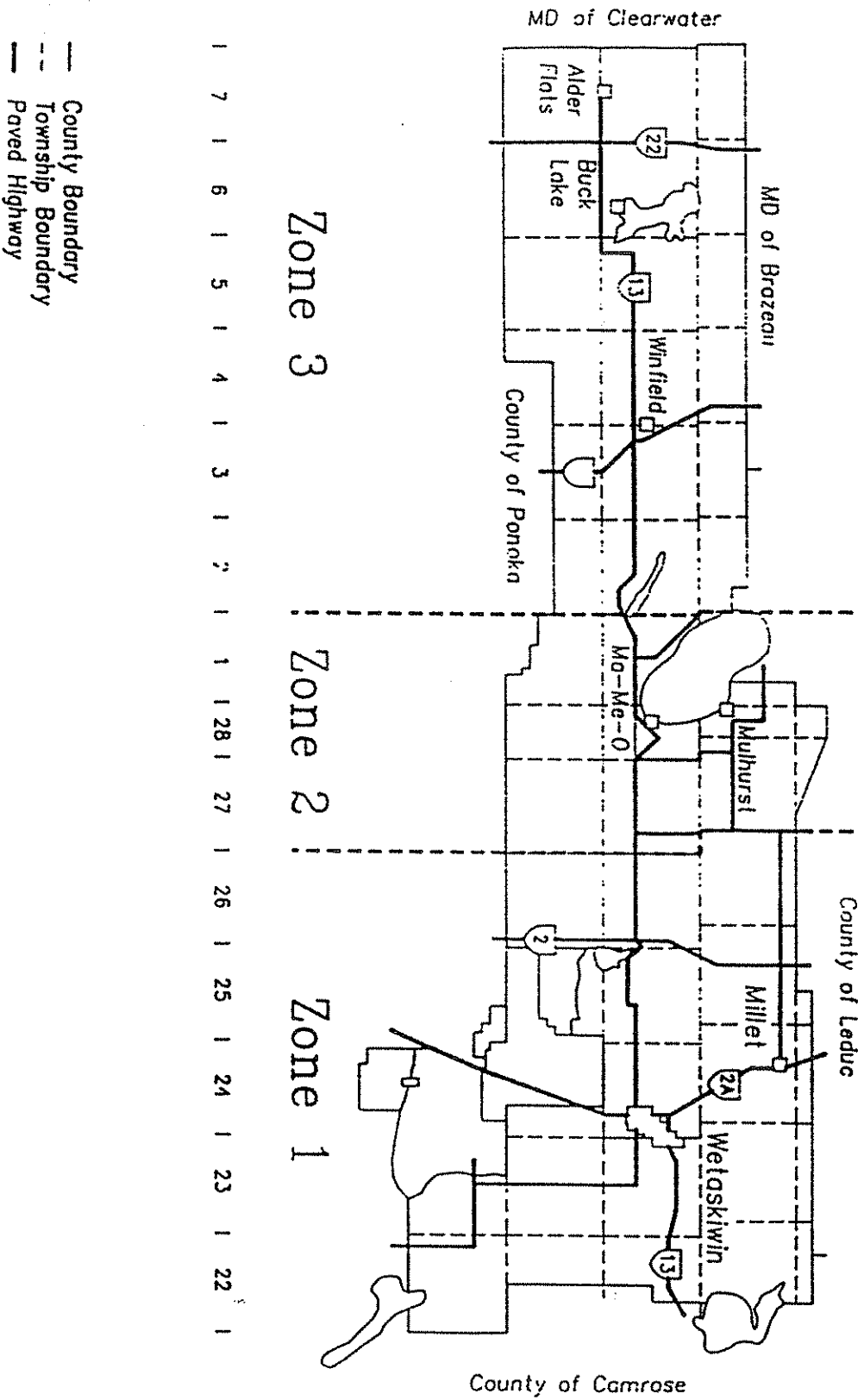
III. AMBULANCE ZONE 3: Funding Allocation will be by Equalized Assessment, as provided by the Alberta Equalized Assessment Board, within the defined zone which includes the following municipality:

County of Wetaskiwin No. 10

IV. ADMINISTRATION COSTS: Funding Allocation by Equalized Assessment of all the contributing municipalities within the Wetaskiwin Ambulance Authority:

City of Wetaskiwin
Town of Millet
County of Wetaskiwin No. 10
S. V. of Argonia Beach
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____
S. V. of _____

Wetaskiwin Ambulance Authority



- County Boundary
- - - Township Boundary
- == Paved Highway

7 | 6 | 5 | 4 | 3 | 2 | 1 | 28 | 27 | 26 | 25 | 24 | 23 | 22 |

47 | 46 | 45 | 44 |

Approved 1996 Budget

Wetaskiwin & District Ambulance Authority

Ambulance Service Subsidy	1996 Budget
Zone 1 - W.E.M.S.	\$22,681
Zone 2 - W.E.M.S.	\$45,000
Zone 3 - P.V.R.A.A.	\$24,590
SubTotal	\$92,271

Administration

Audit/Bank Fees	\$4,500
Insurance	\$1,650
Supplies	\$100
Members - Per Diem	\$1,600
Convention/Seminar Fees	\$2,000
Administration Fees	\$675
SubTotal	\$10,525
Total 1996 Budget	\$102,796

Requisition Detail

Municipality	Zone	1995 Equalized Assessment	Per Cent	Requisition
Town of Millet	Zone 1	57,142,259	7.33%	\$1,662.63
City of Wetaskiwin	Zone 1	439,486,121	56.38%	\$12,787.46
County of Wetaskiwin	Zone 1	282,884,010	36.29%	\$8,230.90
Total Zone 1		779,512,390	100.00%	\$22,681.00
County of Wetaskiwin	Zone 2	253,093,030	74.55%	\$33,546.86
S.V. of Silver Beach	Zone 2	12,418,865	3.66%	\$1,646.09
S.V. of Grandview	Zone 2	15,192,825	4.48%	\$2,013.77
S.V. of Argentia Beach	Zone 2	11,863,885	3.49%	\$1,572.53
S.V. of Crystal Springs	Zone 2	12,106,807	3.57%	\$1,604.73
S.V. of MaMeO Beach	Zone 2	16,086,695	4.74%	\$2,132.25
S.V. of Poplar Bay	Zone 2	14,283,521	4.21%	\$1,893.25
S.V. of Norris Beach	Zone 2	4,455,139	1.31%	\$590.52
Total Zone 2		339,500,767	100.00%	\$45,000.00

County of Wetaskiwin	Zone 3	157,462,260	100.00%	\$24,590.00
Total Zone 3		157,462,260	100.00%	\$24,590.00

Administration Allocation

	1995 Equalized Assessment	Per Cent	Requisition
Town of Millet	57,142,259	4.48%	\$471.16
City of Wetaskiwin	439,486,121	34.43%	\$3,623.72
County of Wetaskiwin	693,439,375	54.32%	\$5,717.66
S.V. of Silver Beach	12,418,865	0.97%	\$102.40
S.V. of Grandview	15,192,825	1.19%	\$125.27
S.V. of Argentia Beach	11,863,885	0.93%	\$97.82
S.V. of Crystal Springs	12,106,807	0.95%	\$99.82
S.V. of MaMeO Beach	16,086,695	1.26%	\$132.64
S.V. of Poplar Bay	14,283,521	1.12%	\$117.77
S.V. of Norris Beach	4,455,139	0.35%	\$36.73
Total Administration	1,276,475,492	100.00%	\$10,525.00

Total Summary Costs

Town of Millet	\$2,133.79
City of Wetaskiwin	\$16,411.18
County of Wetaskiwin	\$72,085.43
S.V. of Silver Beach	\$1,748.49
S.V. of Grandview	\$2,139.04
S.V. of Argentia Beach	\$1,670.35
S.V. of Crystal Springs	\$1,704.55
S.V. of MaMeO Beach	\$2,264.89
S.V. of Poplar Bay	\$2,011.02
S.V. of Norris Beach	\$627.25
Total 1996 Budget	\$102,796.00