

THE CORPORATION OF THE DISTRICT OF SUMMERLAND

BYLAW NUMBER 90-073

A BYLAW OF THE CORPORATION OF THE DISTRICT OF SUMMERLAND TO PROVIDE FIRE PROTECTION TO LAND AND BUILDINGS OWNED AND OPERATED BY HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF AGRICULTURE, ADJACENT TO AND OUTSIDE THE BOUNDARIES OF THE CORPORATION OF THE DISTRICT OF SUMMERLAND

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WHEREAS, Her Majesty the Queen in the Right of Canada as represented in that behalf by the Minister of Agriculture (hereinafter referred to as "The Minister"), has made application to the Corporation of the District of Summerland requesting that the said District of Summerland provide fire protection to the lands and premises of the Minister adjacent to the Boundaries of the corporate limits thereof and known as The Research Station, Agriculture Canada, more particularly known and described as:

All and singular, those certain parcels or tracks of land situate, in and being in the Research Station within Indian Reserve Number 1, of the Province of British Columbia, and more particularly known and described as District Lots Numbers two thousand four hundred and ninety eight (2498), two thousand four hundred and ninety nine (2499), two thousand four hundred and ninety six (2496), four thousand eight hundred and ninety six (4896) four thousand eight hundred and ninety seven (4897), four thousand eight hundred and ninety eight (4898) four thousand eight hundred and ninety nine (4899) five thousand one hundred and forty six (5146), four thousand nine hundred and three (4903), four thousand nine hundred and one (4901), four thousand nine hundred and two (4902), and Parcel Three, Lot 4701, Osoyoos Division Yale District of the Province of British Columbia, which said land and buildings are hereinafter referred to as "the said Research Station",

AND WHEREAS, it is deemed advisable to provide fire protection for the the Minister pursuant to the request here and before recited and an agreement has been prepared between the Corporation of the District of Summerland and the Minister setting out the terms and conditions under which fire protection will be furnished, and providing for an annual charge to be paid to the Corporation of the District of Summerland as annexed to this bylaw and marked as Schedule "A", attached hereto;


NOW THEREFORE, the Municipal Council of the Corporation of the District of Summerland in open meeting assembled, enacts as follows:


1. That the Corporation of the District of Summerland be and is hereby authorized to enter into an Agreement in the form set out in "Schedule A" to this Bylaw with Her Majesty the Queen in the Right of Canada as represented in that behalf by the Minister of Agriculture to provide fire protection to the land and premises of the latter, here and before, more particularly described.
2. That the Mayor and Municipal Clerk be and are hereby authorized to execute form of Agreement set out as "Schedule A" to this Bylaw and to affix the Corporate Seal of the Corporation of the District of Summerland thereto.

3. This Bylaw may be cited for all purposes as the "Summerland Research Station Agriculture Canada Fire Protection Bylaw, 90-073".

READ A FIRST, SECOND AND THIRD times, by the Municipal Council of the Corporation of the District of Summerland, this 13th day of November 1990.

RECONSIDERED, FINALLY READ AND ADOPTED, by the Municipal Council of the Corporation of the District of Summerland, signed by the Mayor and Clerk and sealed with the corporate seal of the corporation this 26th day of November 1990.

  
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Mayor

  
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Municipal Clerk

THIS IS THE AGREEMENT REFERRED TO AS "SCHEDULE A" IN BY-LAW

NUMBER 90-073 OF THE CORPORATION OF THE DISTRICT OF

SUMMERLAND BUT ALTERED AS A RESULT OF PROVINCE OF B.C. ORDER IN COUNCIL

NO. 1302 DATED 31 AUGUST 1989

THIS MEMORANDUM OF AGREEMENT made the 16th day of May in the year of our Lord, one thousand nine hundred and ninety one

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SUMMERLAND, a duly incorporated District Municipality under the laws of the Province of British Columbia,

(hereinafter called "the Corporation")

OF THE ONE PART,

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF CANADA as represented in that behalf by the Minister of Agriculture,

(hereinafter called "The Minister")

OF THE OTHER PART.

**WHEREAS** the Minister owns and operates lands and buildings as an Agriculture Research Station within and immediately adjacent to the Corporation and which may be described as follows, namely ALL AND SINGULAR those certain parcels or tracts or land situate, lying and being in the Research Station within Indian Reserve No. One (1), of the Province of British Columbia, and more particularly known and described as District Lots Numbers four thousand seven hundred one (4701), four thousand seven hundred two (4702), four thousand eight hundred eighty-four (4884), two thousand four hundred ninety-six (2496), two thousand four hundred ninety-eight (2498), two thousand four hundred ninety-nine (2499), four thousand eight hundred ninety-six (4896), four thousand eight hundred ninety-seven (4897), four thousand eight hundred ninety-eight (4898) and four thousand eight hundred ninety-nine (4899), Osoyoos Division, Yale District, of the province of British Columbia, which said lands and buildings are hereinafter referred to as "the said Research Station.

**AND WHEREAS** the said Research Station is partly situate outside the corporate limits of the Corporation. (Lots 4701 Parcel 3, 4901, 4902, 5146, 4899, 4898, 4897, 2496, 4896, 2499, and 2498).

AND WHEREAS the Minister has requested the Corporation to provide fire protection to the said Research Station, and the Corporation has agreed to furnish fire protection to the said Research Station subject to the terms, conditions and agreements hereinafter set out:

AND WHEREAS the Council of the Corporation has by By-Law numbered 819, authorized the Corporation to provide fire protection to the said Research Station in accordance with the terms, conditions and agreements hereinafter set out:

NOW THEREFORE THIS INDENTURE OF AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree with each other as follows:

1. The Corporation agrees to provide fire protection to the said Research Station with the same fire protection facilities, in the same manner, to the same extent as the Corporation would furnish fire protection to the said Research Station if the latter were totally within the corporate limits of the Corporation. The covenant for the provision of fire protection to the said Research Station as hereinbefore set out shall not be deemed to give to the Minister in respect to the said Research Station any right to receive from the Corporation greater or better fire protection service than is provided other owners of property within the corporate limits of the Corporation, or to impose on the Corporation any greater obligation to furnish fire protection than the obligation of the Corporation to furnish fire protection to property situate within the corporate limits of the Corporation. In particular, the Corporation shall be bound to furnish fire protection only to the extent of the availability of fire fighting equipment at the time that fire fighting equipment may be required for the said Research Station, and the Corporation shall have complete discretion as to what fire fighting equipment shall, on the occasion of any fire or threat of fire on the said Research Station, be sent to the said Research

Station and the Corporation shall have complete discretion as to whether any fire fighting equipment shall be sent to the said Research Station if at the time of a fire or threat of a fire at the said Research Station there is another fire or threat of fire elsewhere within the corporate limits of the Corporation, or any fire or threat of a fire on property outside the corporate limits of the Corporation with respect to which the Corporation has agreed to provide fire protection. If in the exercise of the discretion hereinbefore given the Corporation sends to the said Research Station none or a part only of the fire fighting equipment of the Corporation, the Corporation shall not be held responsible or liable for any damage which may be sustained by the Minister as a result of the Corporation exercising such discretion.

2. The Minister, shall, during the continuance of this Agreement, make available to the Summerland Volunteer Fire Brigade, in case of need, fire fighting equipment owned by the Minister for use within the corporate limits of the Corporation subject to the following limitations. The Minister, or his delegates, shall have complete discretion as to what fire fighting equipment shall be sent to the Corporation, but at no time shall all the fire fighting equipment owned by the Minister on the said Research Station be made available to the Summerland Volunteer Fire Brigade for use within the corporate limits of the Corporation, other than that portion of the Research Station within the Corporation other than that portion of the Research Station within the Corporation.

3. The Minister covenants and agrees with the Corporation to pay to the Corporation in each year during the continuance of this Agreement the sum of \$1.00 (one dollar) per annum, payable by the first day of January in each year, the first payment to be due and payable the first day of January, 1990.

4. This Agreement may be terminated by either party hereto delivering to the other party a notice of termination six months before any anniversary date of this Agreement, and such notice of termination shall give notice of termination of this Agreement on the anniversary date of this Agreement next following the

delivery of such notice of termination and in the event of any such notice being given by either party this Agreement and everything herein contained shall wholly cease and determine on the said anniversary date.

IN WITNESS WHEREOF the Corporation of the District of Summerland has caused its corporate seal to be hereunto affixed in the presence of the Reeve and Clerk of the Corporation, they being first duly authorized on that behalf.

SIGNED, SEALED AND DELIVERED

BY THE SAID MINISTER

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Agriculture Canada

in the presence of :

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B. Cloney

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SIGNED, SEALED AND DELIVERED

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BY THE MUNICIPALITY

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THE CORPORATION OF THE DISTRICT OF  
SUMMERLAND,

in the presence of :

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M. Schmidt

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Per:

