

**AMENDING AGREEMENT TO THE  
MEMBERSHIP AGREEMENT  
ESTABLISHING THE PINCHER CREEK EMERGENCY SERVICES  
COMMISSION**

made as of the 14 day of March, 2017.

AMONG:

TOWN OF PINCHER CREEK  
a municipal corporation  
in the Province of Alberta,  
(hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
a municipal corporation  
in the Province of Alberta,  
(hereinafter referred to as the "MD")

OF THE SECOND PART

AND:

PINCHER CREEK EMERGENCY SERVICES COMMISSION  
a Regional Services Commission enacted pursuant  
to the *Pincher Creek Emergency Services Commission Regulation*, A.R. 230/2014  
(hereinafter referred to as the "Commission")

OF THE THIRD PART

WHEREAS:

- A. The Town and MD executed the Pincher Creek Emergency Services Commission Establishment and Membership Agreement as of August 27, 2013 (hereinafter referred to as the "Membership Agreement");
- B. At the time that the Membership Agreement was made, the Commission had not yet been created and, therefore, could not be a signatory to the Membership Agreement;
- C. Section 8(h) of the Membership Agreement contemplates the Town and MD, upon creation of the Commission by Regulation, amending the Membership Agreement to, among other things, permit the Commission to become a party to the Membership Agreement;
- D. The Commission was established by the *Pincher Creek Emergency Services Commission Regulation*, Alta Reg 230/2014;

E. The Parties agree to amend the Membership Agreement to add the Commission as a signatory and party.

NOW THEREFORE in consideration of the payment of the sUM of Ten (\$10.00) Dollars by each Party to the other, and premises and mutual covenants hereinafter contained, (the receipt and sufficiency of which is hereby acknowledged) the Parties hereto agree as follows:

#### INTERPRETATION

1. Save and except for as specifically defined or amended within this Amending Agreement, all capitalized terms utilized throughout this Amending Agreement shall have the same meaning as is defined within the Membership Agreement.
2. Reference to "the Amending Agreement" means this Amending Agreement to the Membership Agreement.

#### COMMISSION'S AGREEMENT TO BECOME SIGNATORY AND PARTY

3. The Commission hereby agrees to become a signatory and party to the Membership Agreement, as amended herein, and to comply with all terms and conditions of the Membership Agreement which, by their nature and context, apply to the Commission.

#### AMENDMENTS

4. The Parties agree and acknowledge that the Membership Agreement attached hereto as Schedule "A" is amended as follows:
  - a. the portion of the Membership Agreement, at its outset, that identifies the parties to the Membership Agreement, is deleted in its entirety and replaced with the following:

AMONG:

TOWN OF PINCHER CREEK  
a municipal corporation  
in the Province of Alberta,  
(hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9  
a municipal corporation  
in the Province of Alberta,  
(hereinafter referred to as the "MD")

OF THE SECOND PART

AND:

PINCHER CREEK EMERGENCY SERVICES  
COMMISSION

aRegional Services Commission enacted pursuant  
to the *Pincher Creek Emergency Services Commission Regulation*,  
A.R.230/2014 (hereinafter referred to as the "Commission")

OF THE THIRD PART

- b. at the end of the recitals to the Membership Agreement, the phrase "therefore be it resolved that the Municipalities mutually agree to the following covenants, promises, conditions and actions", is amended by deleting the word "Municipalities " and replacing it with "Parties";
- c. in the definition of "Interest Rate" in Section 2 of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties";
- d. the following definition is inserted into Section 2 of the Membership Agreement, between the definitions of "Other Capital Assets" and "Pincher Creek Emergency Services":

"Parties" means collectively the Members and the Commission, and  
"Party" means any one of them;
- e. in Section 13(d) of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties";
- f. in Section 19 of the Membership Agreement, the words "The Municipalities shall cause the Commission to permit" are deleted and replaced with the words "The Commission shall permit";
- g. in the first line of Section 24 of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties";
- h. in the first line of Section 26 of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties";
- i. in Section 26(b) of the Membership Agreement, the words "they shall cause the Commission to" are deleted and replaced with the words "the Commission shall";
- j. in Section 27 of the Membership Agreement, the words "The Municipalities agree that they shall cause the Board to" are deleted and replaced with the words "The Board shall";
- k. in Section 28 of the Membership Agreement, the words "The Municipalities shall cause the Commission to" are deleted and replaced with the words "The Commission shall";

1. in Section 30 of the Membership Agreement, the words "The Municipalities shall cause the Commission to" are deleted and replaced with the words "The Commission shall";
- m. in Section 37 of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties", and the word "Municipality" is, in all instances, deleted and replaced with the word "Party";
- n. in Section 38 of the Membership Agreement, the word "Municipalities" is deleted and replaced with the word "Parties";
- o. in Section 42 of the Membership Agreement, the words "The Municipalities agree that and further that they shall cause the Commission to agree that" are deleted and replaced with the words "The Parties agree and acknowledge that".
- p. throughout Article 11 of the Membership Agreement (Sections 43 to 65), excluding Section 44, the word "Municipality" shall, in all instances, be deleted and replaced with the word "Party", and the word "Municipalities" shall, in all instances, be deleted and replaced with the word "Parties";
- q. Section 44 of the Membership Agreement is deleted in its entirety and replaced with the following:
  44. This Agreement shall not be assignable by any of the Parties, without the other Parties' prior written consent.
- r. the following is inserted into Section 54(a) of the Membership Agreement:
  - iii. if to the Commission:

Pincher Creek Emergency Services Commission  
P.O. Box 1086  
Pincher Creek AB T0K 1W0  
Attention: \_\_\_\_\_
- s. throughout Schedule "G" of the Membership Agreement, the word "Municipality" shall, in all instances, be deleted and replaced with the word "Party", and the word "Municipalities" shall, in all instances, be deleted and replaced with the word "Parties".

#### GENERAL PROVISIONS

5. Except where the foregoing is amended, the Membership Agreement remains in full force and effect.
6. The Parties further acknowledge and agree that each is bound by the provisions of the Amending Agreement and that the Membership Agreement and this Amending Agreement together constitute a single agreement hereinafter to be read together as one.

In the event of a conflict between any term in the Membership Agreement and this Amending Agreement, the Amending Agreement shall prevail.

7. The validity and interpretation of this Amending Agreement and of each clause and part hereof shall be governed by the laws of the Province of Alberta. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.
8. The Parties to this Amending Agreement shall execute and deliver all further documents and assurances necessary to give effect to this Amending Agreement.
9. A waiver by any party hereto of the strict performance by another of any covenant or provision of this Amending Agreement shall not, of itself, constitute a waiver of any subsequent breach of such covenant or provision of any other covenant or provision of this Amending Agreement.
10. This Amending Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns. This Amending Agreement shall not be assignable by any of the Parties, without the other Parties' prior written consent.
11. Time shall in all respects be and remain of the essence in this Amending Agreement and the Membership Agreement.
12. The Parties agree that this Amending Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts shall be construed together to be an original and shall constitute on and the same agreement.

IN WITNESS WHEREOF the parties have executed this Amending Agreement, as of the day and year first above written.

TOWN OF PINCHER CREEK

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

MUNICIPAL DISTRICT OF PINCHER CREEK NO. 9

Per:  \_\_\_\_\_

Per:  \_\_\_\_\_

**PINCHER CREEK EMERGENCY  
SERVICES COMMISSION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_



P.O. BOX 279  
PINCHER CREEK, ALBERTA  
T0K 1W0  
phone 627-3130 • fax 627-5070  
email: info@mdpincercreek.ab.ca  
www.mdpincercreek.ab.ca

March 7, 2017

David Cox  
Pincher Creek Emergency Services Commission  
P.O. Box 1086  
Pincher Creek, AB T0K 1W0

Dear Chief Cox:

Reference: Pincher Creek Emergency Services Commission Membership Agreement Amendment

Enclosed are three (3) signed copies of the Amending Agreement to the Membership Agreement Establishing the Pincher Creek Emergency Services Commission.

Please kindly execute these agreements with the Pincher Creek Emergency Services Commission authorized signing officers.

Once executed, please return an original to our office for our records.

Should further information or clarification be required, do not hesitate to contact us.

Sincerely,

Wendy Kay,  
Chief Administrative Officer