

BYLAW NO. 2021- 01

Bylaw for Recovery of Fire Protective Service Costs

LAC PELLETIER REGIONAL PARK

TABLE OF CONTENTS

PART I	INTRODUCTION	1
PART II	DEFINITIONS	2
PART III	BYLAWS	3
	A. GENERAL	3
PART IV	EFFECTIVE DATE OF BYLAW	3

BYLAW NO. 2021-19

Recovery of Fire Protective Service Costs

**LAC PELLETIER REGIONAL PARK
PART I: INTRODUCTION**

1. Authority

- (a) Pursuant to Section 13 of The Regional Parks Act, 2013, the Lac Pelletier Regional Park Authority, hereby enacts Recovery of Fire Protective Service Costs Bylaw.

2. Title

- (a) This Bylaw shall be known as the "Recovery of Fire Protective Service Costs" of the Lac Pelletier Regional Park.

3. Scope

- (a) This Recovery of Fire Protective Service Costs Bylaw shall apply to the whole of the Lac Pelletier Regional Park.

4. Purpose

- (a) The purpose of the Recovery of Fire Protective Services Costs shall be:
- (i) That upon Fire Protective Services being provided on a campsite, facilities-use area, lease, leased lot or within the Regional Park boundaries, the Park Authority may in its sole and absolute discretion invoice Fire Protective Services Charges to any of all of the following persons, namely:
 - (a) The person or persons causing or contributing to the fire; or
 - (b) The lessee or occupant who received fire protection services

PART II: DEFINITIONS

In this Bylaw, the following words and terms shall have the indicated meaning, unless otherwise indicated elsewhere in the Bylaw:

BYLAW means the Lac Pelletier Regional Park Bylaws.

CAMPSITE means an area within a public campground, designed and developed to accommodate a family or a specified number of persons in one camping unit.

FACILITY-USE AREA means a location within the Park where development of fixtures, buildings and facilities for public use are found.

LEASE means a contract whereby the Park Authority rents a residential lot for a specified period to a lessee.

LEASED LOT means a lot within the Park leased or rented to persons pursuant to the terms of their lease or rental agreement and the Bylaws of the Park and shall include but not be limited to trailer park lots and residential lots and does not include campsites.

LESSEE means persons to whom the Park Authority grants the lease or rent of a leased lot.

OCCUPANT means to reside in, to hold or dwell in, or on, or to use an area for any period.

PARK means the area that is designated as Lac Pelletier Regional Parks Authority.

PARK AUTHORITY means the people who are, from time to time, appointed for the purpose of carrying out the management and administration of the Lac Pelletier Regional Park.

PERSON or PERSONS means any individual, business, partnership, firm, corporation, or occupant of the Park.

PART III: BYLAWS

A. GENERAL

1. The cost of fire prevention, suppression and emergency response services shall be invoiced to the leaseholder who receives the service in the amount invoiced to the Lac Pelletier Regional Park Authority as per the terms of the Fire Services Agreement between the R.M. of Lac Pelletier #107, the R.M. of Swift Current No. 137 and the Lac Pelletier Regional Park Authority.
2. Fire Protective Service Costs shall be paid within sixty (60) days of receipt of invoice.
3. Collection of unpaid Fire Protective Service Costs may be undertaken by a civil action in a court of competent jurisdiction, and any civil action does not invalidate any lien that the Park Authority is entitled to on the property in respect of which the indebtedness incurred.
4. The Park Authority may cancel the lessee lease for unpaid Fire Protection Service Costs.

PART IV: EFFECTIVE DATE OF BYLAW

1. Park Authority Readings and Adoption

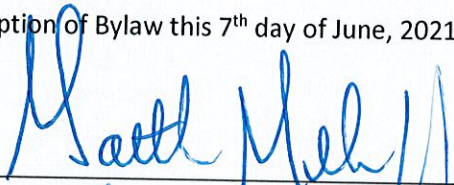
Introduction this 19th day of April, 2021

Read a first time this 19th day of April, 2021

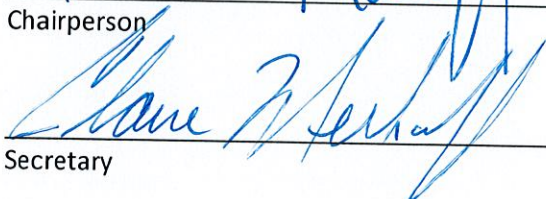
Read a second time this 19th day of April, 2021

Read a third time this 7th day of June, 2021

Adoption of Bylaw this 7th day of June, 2021



Chairperson



Secretary