

BYLAW NO. 1-1994

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE
PROVISION OF FIRE PROTECTION SERVICES

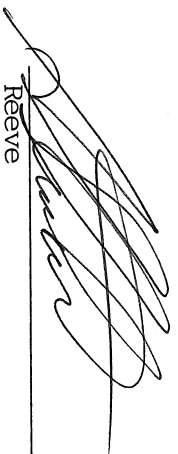
The Council of the Rural Municipality of Lake Lenore No. 399, in the
Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Lake Lenore No. 399 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, and identified as Exhibit A, with the following municipality:

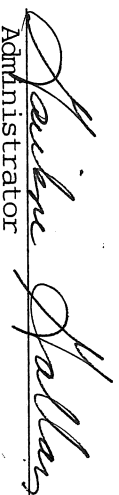
The Village of St. Brieux

for the purpose of providing and/or receiving fire protection services.

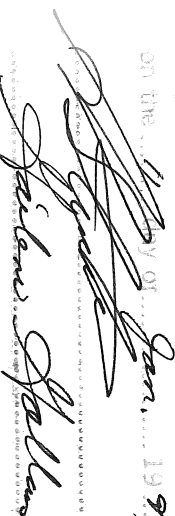
2. The Reeve and Administrator of the Rural Municipality of Lake Lenore No. 399 are hereby authorized to sign and execute the attached agreement identified as Exhibit A.



Reeve



Administrator

Carriage of true copy of the bylaw
adopted by resolution of the Council
on the 11th day of Jan. 1994


Clerk

Memorandum of Agreement made this 1st day of December, 1993 A.D.

Between:

The Village of St. Brieux
a municipal corporation of and
in the Province of Saskatchewan,

Hereinafter referred to as The Village of St. Brieux
THE PARTY OF THE FIRST PART

-and-

The R.M. of Lake Lenore No. 399
a municipal corporation of and
in the Province of Saskatchewan,

Hereinafter referred to as the R.M. of Lake Lenore
No. 399
THE PARTY OF THE SECOND PART

WHEREAS the parties hereto are desirous of providing in this Agreement for the following:

- (a) An association of the parties hereto for the purpose of establishing a "fire protection district" and to provide fire protection services to all residents within its boundaries, (hereinafter called the "District"), and other associate members.
- (b) The constitution of a representative association to administer the operation of fire protection in the District (hereinafter called the "Association") of said District in accordance with the boundaries outlined in section 2(a).
- (c) The respective contribution of each party to the capital cost of furnishing the requisite equipment and storage facilities for utilization in fire protection in the District.
- (d) The respective contribution of each party to the operating expenses incurred in providing fire protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

DISTRICT

1. The District shall be called the "St. Brieux and District Fire Protection District".
2. (a) The District shall encompass the following areas:
The R.M. of Lake Lenore No. 399,
The Village of St. Brieux.

ASSOCIATION

3. The Association shall be called the "St. Brieux and District Fire Association".
4. The Association shall be composed of at least three (3) representatives from each of the parties to this agreement and also to include the Fire Chief.
5. The term of office and qualifications of each member appointed to the Association shall be determined by the party appointing such member, but the term of office shall in no case be less than one (1) full calander year.
6. (a) The Association shall forthwith elect from amongst its members a Secretary-Treasurer and Chairperson.
 - (1) The Secretary-Treasurer shall hold office for one (1) calander year;
 - (2) The Chairperson shall hold office for one (1) calander year.

6. (b) The Association may delegate to the Secretary-Treasurer, the Fire Chief and Deputy Fire Chief such powers as the Association shall, from time to time, deem appropriate.
- (c) The procedure to be followed by the Association in conducting its business meetings shall be as set out in Schedule "A" to this Agreement.
7. (a) The Association shall, *inter alia* have the general power to conduct preliminary negotiations and to report back to the municipal councils of the municipalities first named in this agreement as to their findings; to operate, maintain and use the fire-fighting equipment; to provide training to fire fighters; and to recommend for payment, to the council or or designated council, first named all expenditures incurred in connection with the operation and maintenance of fire fighting equipment that is under the control of the Association.
- (b) The powers and duties of the Association may be broadened or abrogated from time to time as unanimously determined by the parties to this Agreement and evidenced by supplemental written agreements duly ratified by the councils of the respective parties to this Agreement but the council of the municipalities first named in this agreement shall be the parties that enter into all contracts and/or agreements and pass necessary bylaws in respect to the said District.

EQUIPMENT

8. All of the parties hereto shall, at the request of the Association contribute to the capital costs incurred in obtaining necessary fire-fighting equipment as per schedule B.
9. In consideration of the parties first named and mentioned in Clause 7 and subject to Clause 8 of this Agreement purchasing the equipment mentioned therein, the Village of St. Brieux shall erect and maintain suitable storage facilities for the said equipment by January 1, 1995.
10. Notwithstanding Clause 8 and 9 of this Agreement, all parties shall share in the cost of the annual operating expenses of the Association's operations in the District as follows:
 - (a) The Fire Chief remuneration shall be shared equally by the Village of St. Brieux and the R.M. of Lake Lenore No. 399.
 - (b) The yearly cost of all operating expenses incurred by the Association to be cost shared 1/3 by the R.M. of Lake Lenore No. 399 and 2/3 by the Village of St. Brieux.
11. (a) The St. Brieux & District Fire Association will assist the fire brigade in the training of members or personnel to assist in the fighting of fire and maintenance of all fire-fighting equipment.
- (b) The St. Brieux Fire Department will be responsible for the cleaning, drying and taking inventory after each call or practice.
- (c) The Fire Chief or Deputy Fire Chief of the St. Brieux & District Fire Association shall use his discretion in the use of the fire truck and equipment in the event of simultaneous fires.
- (d) The Village of St. Brieux and the R.M. of Lake Lenore No. 399 shall be allowed to use the 1957 GMC fire truck and tanker to flush the sewage system and culverts at any time upon approval by the Fire Chief. Charges will be for fuel used and firemens wages.
- (e) The Parties hereto agree to protect, indemnify and save harmless the Fire Chief from any action by any party who feels aggrieved as a result of any decision made by the Fire Chief as provided.

GENERAL

12. The Fire Chief or Deputy Fire Chief and members of the St. Brieux & District Fire Association shall approve the application for membership by parties outside the established area.
13. The Village of St. Brieux shall be responsible for compensation coverage for the protection of fire fighters or others so directed by the Fire Chief or Deputy Fire Chief to fight fires.
14. The parties agree to perform and do all acts necessary in order to ratify and confirm this agreement. In particular, each of the parties agree to pass a bylaw ratifying the execution of this Agreement.
15. In the event for any reason, it may become necessary to cancel this Agreement, the assets that are available for distribution after paying all liabilities, shall be paid to the respective municipalities in proportion to the sums paid in respect to their capital investment.
16. Neither party shall have or assert any claim against the other party for loss, damage, or injury to persons or property attributable to the performance of this agreement.
17. It is understood and agreed that this agreement shall commence on December 1, 1993 and be continuous. This agreement may be terminated by any party to the Agreement giving one years notice in writing.
18. The fees charged for fire services shall be as follows:
 - (a) \$175.00 per hour for fire truck
 - (b) \$ 40.00 per hour for tanker
 - (c) \$ 13.00 per hour for Fire Chief
 - (d) \$ 10.00 per hour per fireman to a maximum of five men
 - (e) \$150.00 minimum charge for all fire calls
19. That fire fighting services outside the incorporated areas of the Village and Municipality be provided on a fee for services basis as follows:
 - (a) \$225.00 per hour for fire truck
 - (b) \$ 80.00 per hour for tanker
 - (c) \$ 18.00 per hour for Fire Chief
 - (d) \$ 15.00 per hour per fireman
 - (e) One hour minimum charge for all fire calls

SCHEDULE "A" attached to Exhibit a
and forms part of Bylaw No. 1-1994

BYLAWS OF THE ST. BRIEUX AND DISTRICT FIRE DISTRICT ASSOCIATION

1. The Association shall elect by secret ballot from amongst its members a Chairman who shall hold office for a period of one (1) year from the date of election; there being however no limitations on the number of terms to which any one (1) member may be elected as Chairperson.
2. The Secretary-Treasurer appointed by the Association shall record all the minutes of all meetings of the Association and shall have charge of and possession of the Association Records.
3. The Secretary-Treasurer shall be responsible for providing each municipal council of the municipalities first named in Exhibit A with a copy of all minutes of all meetings of the Association.
4. The Association shall have at least one regular meeting in each year, commencing with the year 1994, to be held on or before the 1st day of February in each year.
5. The Chairperson shall have the power to call for a special meeting of the Association at such times as he or she shall deem fit, in addition to the regular meeting set out in paragraph four (4) hereof.
6. Any three (3) members of the Association shall have the power to call for a special meeting of the Association and shall do so by providing the Chairperson of the Association with three (3) days written notice of their intention to convene a meeting of the Association.
7. No business shall be conducted at a regular or special meeting of the Association unless there is a quorum (a quorum constitutes a minimum of two from each municipality) present at the meeting when the meeting proceeds to business.
8. Any resolution of the Association requiring financial contributions by any or all of the Municipalities party to the agreement constituting the Association shall require a two-thirds (2/3) majority of the membership of the Association approving said resolution, and shall be ratified by each of the parties to the agreement previously referred to.
9. Any other resolutions of the Association shall require a simple majority of the quorum present at the meeting where the resolution is passed.

SCHEDULE B attached to Exhibit A
and forms part of Bylaw No. 1-1994

FIRE-FIGHTING EQUIPMENT CAPITAL COSTS

1. The R.M. of Lake Lenore No. 399 agrees to a contribution equal to a maximum cost of \$40,000.00 or 50% of the total capital cost to the Association which ever is the lessor.