

BYLAW NO. 5-90

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 the agreement, attached hereto and forming a part of this bylaw, and identified as Exhibit A, with the following municipalities:

THE RURAL MUNICIPALITY OF PLEASANTDALE NO. 398

THE RURAL MUNICIPALITY OF SPALDING NO. 368

THE VILLAGE OF PLEASANTDALE AND

THE TOWN OF NAICAM

for the purposes stated within the agreement.


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.

3. Bylaw No. 4-1979 is hereby repealed.

seal


Reeve

Certified a true copy of the bylaw adopted by resolution of the Council on the 11 day of December 19 90


REVEE
D. L. Bernard
ADMINISTRATOR


Administrator

Memorandum of Agreement made this 1st day of January, 1990 A.D.

Between: #1 R.M. of Pleasantdale # 398; and
 #2 R.M. of Lake Lenore # 399; and
 #3 R.M. of Spalding # 368; and
 #4 Village of Pleasantdale ; and
 #5 Town of Naicam.

This Agreement Witnesseth as Follows:

- The parties to this agreement agree to jointly provide fire protection services to all residents residing within the designated area for each of the municipalities party to the agreement, in accordance with the regulations issued under the Municipal Revenue Sharing Act, 1979, to form a Inter-Municipal NAICAM & RURAL FIRE PROTECTION DISTRICT.

In this Agreement the designated area covers the following area:

R.M. of Pleasantdale #398 -

All of Sections 1 to 36 in Township 40, Range 16 - W2
 All of Sections 1 to 36 in Township 40, Range 17 - W2
 All of Sections 1 to 36 in Township 40, Range 18 - W2

All of Sections 1 to 33 in Township 41, Range 16 - W2
 All of Sections 1 to 36 in Township 41, Range 17 - W2
 All of Sections 1 to 36 in Township 41, Range 18 - W2

Section 34-41-16-W2, lying South and West of the Lake.
 South $\frac{1}{2}$ of Section 35-41-16-W2, lying South of the Lake.
 South West $\frac{1}{4}$ of Section 36-41-16-W2, lying South of the Lake.

All of Sections 1 to 18 in Township 42, Range 18 - W2
 All of Sections 1 to 18 in Township 42, Range 17 - W2

South West of Section 3 in Township 42, Range 16 - W2
 South $\frac{1}{2}$ of Section 4 in Township 42, Range 16 - W2
 South $\frac{1}{2}$ of Section 5 in Township 42, Range 16 - W2
 North $\frac{1}{2}$ of Section 8 in Township 42, Range 16 - W2

All of Sections 6,7,17 & 18 in Township 42, Range 16 - W2

R.M. of Lake Lenore #399 -

All of Sections 1 to 36 in Township 40, Range 19 - W2
 All of Sections 1 to 18 in Township 41, Range 19 - W2

All of Sections 1,2,11,12,13,14,23,24,25,26,35 & 36
 in Township 40, Range 20 - W2

All of Section 1,2,11,12,13 & 14 in Township 41, Range 20 - W2

R.M. of Spalding #368 -

All of Sections 1 to 36 in Township 38, Range 18 - W2
 All of Sections 1 to 36 in Township 38, Range 17 - W2
 All of Sections 1 to 36 in Township 39, Range 16 - W2
 All of Sections 1 to 36 in Township 39, Range 17 - W2
 All of Sections 1 to 36 in Township 39, Range 18 - W2

Village of Pleasantdale -

All of the Village of Pleasantdale.

Town of Naicam -

All of the Town of Naicam.

The Parties to this agreement further agree that:

- They will appoint a Fire Protection Board of Directors consisting of one (1) member from each participating municipality and one (1) member from the Naicam Fire Department. This Board of Directors shall be called the NAICAM & RURAL FIRE PROTECTION DISTRICT COMMITTEE. This committee shall hold office during the pleasure of the municipal Councils.

2. The District Committee shall appoint one of their members as Chairman, one as Vice-Chairman and one as Secretary-Treasurer.
3. Each Municipality will make application to the Province of Saskatchewan for the Grant payable for the Fire Protection service.
4. All Parties hereto except the Town of Naicam shall contribute to the Capital, Operating and Maintenance costs incurred in operating the following equipment:
Inter-Municipal Tank Truck.
5. The Town of Naicam will be responsible for the storage and housing of the equipment.
6. The budgeting and arrangements for Financial Funding - Capital and operating shall be the responsibility of the District Committee.
7. The Naicam Fire Department will be responsible for the Manpower, the operation of and the distribution of the stated equipment and the Naicam Fire Chief or his alternate will determine the priority in the case of simultaneous fires.
8. The cost of operating the stated equipment will be as follows:
For MEMBERS of the District - \$ 100.00 - flat rate plus \$ 12.00 per hour per man for 2 men.
For NON - MEMBERS - \$ 200.00 per hour for the first hour and \$ 100.00 per hour thereafter plus \$ 12.00 per hour per man for 2 men.

It is understood and agreed that this agreement shall commence on January 1st, 1990 and shall be reviewed annually by the District Committee and if recommended by this committee, changes will be made, otherwise this agreement shall be continuous. This agreement may be terminated by any party to the agreement giving ninety (90) days notice in writing to the District Committee.

R.M. of Pleasantdale # 398

Jaime Melby
Reeve

R.M. of Lake Lenore # 399

Joelle Papan
Administrator

Paul Kennedy
Reeve

D. J. Bernard
Administrator

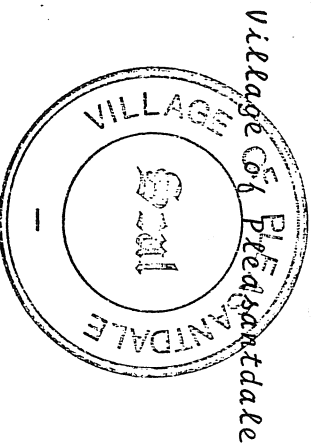
R.M. of Spalding # 368

Ed Letts
Reeve

Pat Sherman
Administrator

Paul Olson
Mayor

Ernest Hill
Administrator



Town of Malcam

William H. Steiner
Mayor

Jackie O'Leary
Administrator

Certified a true copy of Memorandum of Agreement marked as EXHIBIT "A" to each Municipal Bylaw as approved under agreement on the 1st day of January, 1990.

Jackie O'Leary
Town Administrator - Town of Malcam

BYLAWS OF THE NAICAM & DISTRICT FIRE PROTECTION DISTRICT COMMITTEE

1. The Committee shall elect by secret ballot from its members a Chairman who shall hold office for a period of one (1) year from the date of election; there being however no limitation on the number of terms to which any one (1) member may be elected as Chairman.
2. The Secretary-Treasurer appointed by the Committee shall record the minutes of all meetings of the Committee and shall have charge of and possession of the Committee records.
3. The Secretary-Treasurer shall be responsible for providing each member of the Committee with a copy of all minutes of all meetings of the Committee within fifteen (15) days of the date of any said meetings.
4. The Committee shall have at least one regular meeting in each year, commencing in 1990; this meeting shall be held prior to March 1st in each year.
5. The Chairman shall have the power to call for a special meeting of the Committee at such times as he shall deem fit, in addition to the regular meeting set out in paragraph four(4) hereof, upon giving the members of the Committee notice as follows:
By telephone at least 48 hours before the Special Meeting.
6. Any two (2) members of the Committee shall have the power to call for a special meeting of the Committee and shall do so by providing the Chairman of the Committee with Seven (7) days written notice of their intention to convene a meeting of the Committee.
7. No business shall be conducted at a regular or special meeting of the Committee unless there is a quorum of three (3) members of the committee present at the meeting when the meeting proceeds to business.
8. Any resolution of the Committee requiring financial contributions by any or all of the Municipalities party to the agreement constituting the Committee shall require a two-thirds (2/3) majority of the membership of the Committee approving said resolution, and shall be ratified by each of the parties to the agreement previously referred to.
9. Any other resolution of the Committee shall require a simple majority of the quorum present at the meeting where the resolution is passed.