

BYLAW NO. 3-95

A BYLAW TO PROVIDE FOR THE ESTABLISHMENT OF A FIRE PROTECTION ASSOCIATION AND FOR THE ENTERING INTO AN AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES.

The Council of the Rural Municipality of Cana No. 214, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Cna No. 214, is hereby authorized to enter into an agreement with the Councils of:
City of Melville
Village of Bangor
Village of Duff
Village of Fenwood
Village of Goodeve
Village of Waldron
Rual Municipality of Stanley No. 215
Rural Municipality of Garry No. 245

the terms of which are attached hereto and form part of this bylaw, and identified as Exhibit "A".

2. The Rural Municipality of Cana No. 214, is also hereby authorized to enter into an agreemnt with the City of Melville, the terms of which are attached hereto and form part of this bylaw, and identified as Exhibit "B".
3. The Reeve and Administrator are hereby authorized to sign and execute the attahced agreements identified as Exhibit "A" and Exhibit "B" as attached hereto.
4. Bylaw No. 8-84 is hereby repealed.



S E A L



Reeve



Administrator

CERTIFIED a true copy of Bylaw No. 3-95, adopted by Resolution of Council on the 18th day of September 1995.



Reeve



Administrator



BETWEEN: City of Melville
Village of Duff
Village of Fenwood
Village of Goodeve
Village of Waldron
Village of Bangor
Rural Municipality of Cana No. 214
Rural Municipality of Stanley No. 215
Rural Municipality of Garry No. 245

to form a Fire Protection Association.

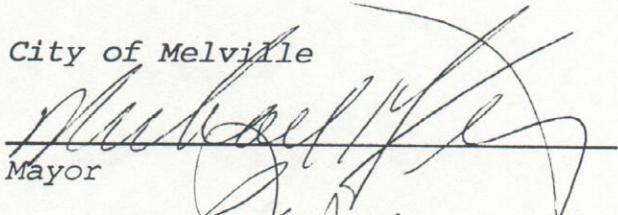
THIS INDENTURE WITNESSETH AS FOLLOWS:

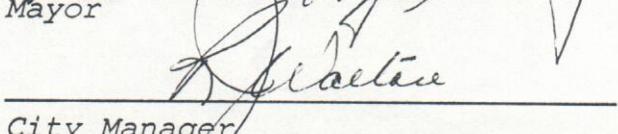
- (1) That the above named participating municipalities agree to form a Municipal Fire Protection Association to be known as the Melville and District Fire Protection Association.
 - (2) That they will appoint a Fire Protection Association Board of Representatives consisting of twelve (12) persons who shall hold office during the pleasure of the Council.
- That representation of the Melville and District Fire Protection Association Board of Representatives be as follows:
- Two (2) Representatives shall be appointed by the City of Melville.
 - One (1) Representative shall be appointed by the Village of Duff.
 - One (1) Representative shall be appointed by the Village of Fenwood.
 - One (1) Representative shall be appointed by the Village of Goodeve.
 - One (1) Representative shall be appointed by the Village of Waldron.
 - One (1) Representative shall be appointed by the Village of Bangor.
 - Two (2) Representatives shall be appointed by the Rural Municipality of Cana No. 214.
 - Two (2) Representatives shall be appointed by the Rural Municipality of Stanley No. 215.
 - One (1) Representative shall be appointed by the Rural Municipality of Garry No. 245.
- That the Board shall appoint one their members as Chairman of the Board.
 - (5) That the Board shall appoint a Secretary.
 - (6) That the Board of Representatives shall make recommendations to all participating municipalities regarding the passing of Bylaws and Resolutions as it may deem necessary on all matters connected with any rural fire protection activities, areas, facilities, maintenance and equipment, in which the participating municipalities have involvement.
 - (7) It is understood and agreed that the Agreement shall be continuous but may be terminated by any Party giving one year notice in writing prior to the anniversary date of the contract to withdraw from or terminate the Agreement.

(SEAL)

Dated October 26, 1995

City of Melville


Mayor


City Manager

Village of Duff

(SEAL)

Dated Oct 26, 1995

David Hollinger
Mayor

Keta Schick
Secretary-Treasurer

Village of Fenwood

(SEAL)

Dated Oct 26, 1995

Betty Ulmer
Mayor

Doreen Dahms
Secretary-Treasurer

Village of Goodeve

(SEAL)

Dated Oct 26, 1995

Robert Johnson
Mayor

Luise Kothgaster
Secretary-Treasurer

Village of Waldron

(SEAL)

Dated October 26, 1995

Jim Smith
Mayor

Karen Handke
Secretary-Treasurer

Village of Bangor

(SEAL)

Dated Oct. 26, 1995

David Jakubowski
Mayor

Jan C. Bombardieri
Secretary-Treasurer

Rural Municipality of
Cana No. 214.

(SEAL)

Dated OCTOBER 26, 1995

Joe Klewick
Reeve

Barney
Administrator

Rural Municipality of
Stanley No. 215.

(SEAL)

Dated Oct 26., 1995

Albert Steffen
Deputy Reeve
D. J. Meier (Steuer)
Administrator

Rural Municipality of
Garry No. 245.

(SEAL)

Dated October 26, 1995

Donald B. Lurichak
Reeve
[Signature]
Administrator

MEMORANDUM OF AGREEMENT

EXHIBIT "B"

TO BYLAW NO. 3/95

BETWEEN:

THE CITY OF MELVILLE, Saskatchewan a
Municipal Corporation, hereinafter
referred to as

THE PARTY OF THE FIRST PART

- and -

RURAL MUNICIPALITY OF CANA NO. 214,
Saskatchewan a Municipal Corporation,
hereinafter referred to as

THE PARTY OF THE SECOND PART

WHEREAS the Party of the First Part maintains a Fire Department in concurrence with Saskatchewan Fire Prevention Act for fire protection within its boundaries; and

WHEREAS the parties wish to arrange for the Fire Department to provide fire protection services to the residents of the Party of the Second Part.

NOW THEREFORE, in consideration of other premises, conditions, covenants and provisions hereinafter contained and set forth, the parties agree as follows:

1. That subject to availability of fire fighting men and equipment, the Party of the First Part will provide fire fighting services to the residents of the Second Part, on a fee-for-service basis, as is herein indicated. Fire calls within the City of Melville shall have priority over all calls received. The Senior Fire Officer or his designate of the Party of the First Part shall have discretion as to the number of men and type of equipment to be utilized and shall have the right to withdraw such assistance when and to the extent that, in his judgement, the circumstance is under control, he is specifically requested to do so by the property owner (see Exhibit "A"), or his responsibilities require him to do so.

2. In this Agreement, the expression "Senior Fire Officer" means specifically the Fire Chief of the Party of the First Part and that, in his absence, his Deputy Chief or any other person designated the responsibilities of discharging the duties of the Fire Chief.

3. That as further consideration of the Party of the First Part agreeing to provide fire fighting services to the resident(s) of the Party of the Second Part, in addition to the actual fee-for-service to be charged by the Party of the First Part, the party of the Second Part will pay over to the Party of the first Part an annual housing and maintenance grant on a per capita basis, equal to one dollar (\$1.00) per capita.

4. Fire fighting services to the resident(s) of the Party of the Second Part shall be billed for at cost. The Party of the Second Part shall be responsible for the payment of the fire fighting services within 30 days of billing.

5. The fees for fire fighting services will be as follows:

Fire Truck &
Equipment

- \$150.00 per hour or part thereof. These rates may change from time to time by recommendation of the Fire Protection Association and agreed to by resolution of each Council of each Party. Fees charged for fire truck(s) and equipment will be from the time of departure from the Fire Hall until the time of return of the fire truck(s) and equipment to the Melville Fire Hall.

Fire Protection
Personnel

- the fee charged shall be the same as the City of Melville pay for fire personnel. These fees are to be approved by resolution of Council of the Party of the First Part. Notification of fee charges for fire protection personnel by the Party of the First Part shall be sent to the Parties of the Second Part. Fees will be charged for fire fighter personnel (at the rate set by the City of Melville) to bring the fire truck(s) and equipment back to a state of readiness after their return to the Melville Fire Hall.

Extinguishments - Extinguishments, when necessarily used, shall be charged for at the same rate as the City of Melville's replacement cost.

6. It is understood and agreed that this Agreement shall be continuous but may be terminated by the Party of the Second Part giving to the Party of the First Part one year notice in writing prior to December 31st. of any year of the contract to withdraw from or terminate the Agreement. It is also understood and agreed that this Agreement may be terminated by the Party of the First Party giving to the Party of the Second Part one year notice in writing prior to December 31st. of any year of the contract; plus repayment of portion of the original municipal grant as hereafter set forth: Prior to first anniversary date, 50% of original municipal grant; after the first anniversary, the portion of the municipal grant repayable shall be reduced by 10% annually.

7. All municipalities entering into this Agreement shall agree to adopt and recognize the Melville Fire Department's Fire Chief or his designate as their Fire Chief.

8. The City shall take all reasonable precautions to prevent unnecessary damage to property and to avoid accidents to workers or other persons. In the event of injury to workers or other third parties or the unnecessary damage of third parties' property, the Municipality shall indemnify and save harmless the City from any and all actions, causes of actions, claims, demands and remedies received or sustained by any third party or to the property of any third party resulting from the rendering of fire fighting services by the City under this Agreement and the Municipality shall provide to the City annually a Certificate of Insurance specifying a minimum liability coverage limit of ONE MILLION (\$1,000,000.00) DOLLARS.

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED }
 on behalf of the Party of the }
 First Part this 26 Day of }
 October A.D., 1995 } (SEAL)
 in the presence of }
 Bonnie Isobel }
 Witness }

THE CITY OF MELVILLE

..... Michael
 Mayor
 D. Saulton
 City Manager

SIGNED, SEALED AND DELIVERED }
 on behalf of the Party of the }
 Second Part this Day of 26 }
 October A.D., 1995 } (SEAL)
 in the presence of }
 Bonnie Isobel }
 Witness }

THE RURAL MUNICIPALITY OF
 CANA NO. 214

..... Joe
 Reeve
 P. Henry
 Administrator