

**RURAL MUNICIPALITY OF COLONSAY NO 342
BYLAW NO 4/2020**

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

The Council of the Rural Municipality of Colonsay No 342, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Colonsay No. 342 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 Lost River, No 313
The Town of Allan
The Rural Municipality of Blucher No. 343
The Rural Municipality of Morris No. 312

2. The Reeve and Administrator of the Rural Municipality of Colonsay No. 342 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. Bylaw No. 01/99 is hereby repealed.

Reeve

SEAL

Administrator

Read a third time and adopted
this ____ day of _____, _____.

Administrator

Certified a true copy of the bylaw
adopted by resolution of the Council
on the _____ day of
_____, 2020.

Administrator

Exhibit “A” to Bylaw No. 04/2020

Memorandum of Agreement made this _____ day of _____, 2020

Between: The Rural Municipality of Blucher No. 343, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as “RM 343”

And

The Rural Municipality of Lost River No. 313, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as “RM 313”

And

The Town of Allan, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as “Allan.”

And

The Rural Municipality of Colonsay No. 342, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as “RM 342”

And

The Rural Municipality of Morris No. 312, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as “RM 312”

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 and operating a fire protection district, hereinafter referred to as the “District”.
- b) The constitution of a representative Committee to administer the operation of fire protection in the District (hereinafter called the “Committee”) and the delineation of the boundaries of the said district.
- 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 of the Committee in providing fire protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

DISTRICT

- 1. The District shall be called the “Blucher – Lost River Fire Protection District”, hereinafter referred to as the “District”.
- 2. The District shall encompass the following areas:

The whole of the Rural Municipality of Blucher No. 343, nine (9) townships.

A portion of the Rural Municipality of Lost River No. 313 described as follows:

- Township 33, Range 1, West of the 3rd Meridian
- Township 33, Range 2, West of the 3rd Meridian
- Township 32, Range 1, West of the 3rd Meridian, excluding Sections 6 and 7
- Township 32, Range 2, West of the 3rd Meridian, excluding Sections 1 – 12 and 17 – 20
- Township 31, Range 1, West of the 3rd Meridian, excluding Sections 1 –24, 30 and 31.

A portion of the Rural Municipality of Colonsay No. 342 described as follows:

- Township 34, Range 29, West of the 2nd Meridian, excluding Sections 13 and 14, 23 – 26, and 35 and 36
- Township 34, Range 28, West of the 2nd Meridian, excluding Sections 1 to 5, and 08-36.

A portion of the Rural Municipality of Morris No. 312 described as follows:

- Township 33, Range 29, West of the 2nd Meridian, excluding Sections 1 and 2, and 11 and 12
- Township 33, Range 28 West of the 2nd Meridian, excluding Sections 1 – 14, 23 – 26, and 35 and 36.

Response areas shall be delineated by the map attached as Schedule "C".

COMMITTEE

3. The Committee shall be called the "Blucher – Lost River Fire District Committee", hereinafter referred to as the "Committee".
4. The Committee shall be composed of five (5) members as follows:

Three (3) members representing the Rural Municipality of Blucher, No, 343.

One (1) member representing the Rural Municipality of Lost River, No. 313.

One (1) member representing the Town of Allan.
5. Term of office and qualification of each member appointed to the Committee shall be determined by the party appointing such member, but the term of office shall in no case be less than one (1) full calendar year.
 - a) The Committee may delegate to the Secretary Treasurer and Fire Chief such powers as the Committee shall, from time to time, deem appropriate.
 - b) The Procedure to be followed by the Committee in conducting its business meetings shall be as set out in Schedule "A" to this Agreement.
6.
 - a) The Committee 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; and to recommend for payment, to the Councils or to the 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 Committee.
 - b) The powers and duties of the Committee 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 Councils of the municipalities first named in this agreement shall be the parties that enter into all contracts and/or agreements and pass all necessary bylaws in respect to the said District.

EQUIPMENT

7. All the parties hereto, except Allan, RM 342 and RM 312 shall contribute, as indicated on attached Schedule "B", to the capital and annual operating costs incurred in operating and maintaining the necessary fire fighting equipment.
8. Allan shall provide and maintain suitable storage facilities to the Committee for the said equipment and shall be reimbursed, by the other parties (except RM 342 and RM 312), an amount equivalent to 50 % of the annual maintenance costs.

GENERAL

9. 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.
10. 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 the capital investment.
11. It is understood and agreed that this agreement shall be continuous but the agreement may be terminated by either party to the agreement giving twelve (12) months' notice in writing.
12. It is agreed that all costs for fighting fires in RM 312 shall be charged according to Schedule B to Bylaw 7-99 (which was amended with Bylaw 7-2008) and shall be paid by the Municipality.
13. It is agreed that all costs for fighting fires in RM 342 shall be charged according to Schedule B to Bylaw 9-99 (which was amended with Bylaw 6-2008) and shall be paid by the Municipality.

SCHEDULE "A" ATTACHED TO EXHIBIT "A"

and forms part of Bylaw 4/2020

**BYLAWS OF THE BLUCHER-LOST RIVER FIRE
PROTECTION DISTRICT COMMITTEE**

1. The Committee shall elect 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 limitation on the number of terms to which any one 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 a copy of all minutes of all meetings of the Committee within fifteen (15) days of the date of any of said meetings.
4. The Committee shall have at least one (1) regular meeting in each year, at such time as the Committee shall from time to time determine.
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.
6. Any three (3) 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 unless there is a quorum of three (3) members of the Committee present at the meeting when the meeting proceeds to business.
8. All resolutions of the Committee 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 4/2020

Annual capital and operating contribution:

1. RM 343 agrees to annually contribute to the district an amount equivalent to 2.0 % of its annual levy.
2. RM 313 agrees to annually contribute to the district an amount equivalent to 15.0 % of RM 343's annual contribution to the district.

SCHEDULE "C" ATTACHED TO EXHIBIT "A"
and forms part of Bylaw 4/2020

[MAP]