
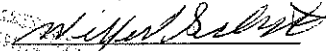
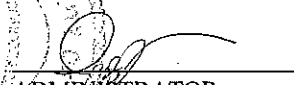


BYLAW NO 1:2009

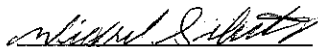
A BYLAW OF THE RURAL MUNICIPALITY OF GRAYSON NO. 184 IN THE PROVINCE OF SASKATCHEWAN TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF GRAYSON IN THE PROVINCE OF SASKATCHEWAN FOR THE ESTABLISHMENT OF A FIRE AGREEMENT.

The Council of the Rural Municipality of Grayson No. 184 in the Province of Saskatchewan, enacts as follows:

1. Under the provision of Section 42 of *The Municipalities Act*, it shall be lawful for the Rural Municipality of Grayson No. 184 to enter into an agreement with the Village of Grayson for the purpose of providing fire protection to the said municipalities.
2. The terms of this agreement shall be set out in the attached agreement and marked Exhibit "A" to this bylaw.
3. The Reeve and Administrator of the Rural Municipality of Grayson No. 184 are hereby authorized to sign and execute this bylaw and the attached agreement identified as "Exhibit "A".
4. This Bylaw shall come into force and take effect on the date of final passing thereof.
5. Bylaw No. 13-1996 (65) is hereby repealed.



REEVE

ADMINISTRATOR

Certified a true copy of Bylaw 1:2009
Adopted by resolution of council on
the 10th day of February, 2009.


REEVE


ADMINISTRATOR

MEMORANDUM OF AGREEMENT MADE IN DUPLICATE THIS
day of

BETWEEN:

THE VILLAGE OF GRAYSON , as a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as

THE VILLAGE

and

THE RURAL MUNICIPALITY OF GRAYSON NO.184, as municipal corporation of and in the Province of Saskatchewan, hereafter referred to as

THE MUNICIPALITY

WHEREAS the Village and the Municipality have jointly purchased a 1988 GMC Fire Truck equipment with a 1,000 gallon tank, a 625 GPM pump and a 16 HP portable pump, a 1997 4WD Ford F250 Support Truck, equipped with a water tank and pump for grass fire extinguishing (this equipment may be updated periodically), used to assist in fire protection in the corporate limits of the Village and the corporate limits of the Municipality; and

WHEREAS the Village and the Municipality have jointly purchased the building known as the Fire Hall, in the Village of Grayson, which provides adequate housing for the fire truck and equipment owned by the Village and the Municipality, as well for the operations of the Grayson Volunteer Fire Department.

WHEREAS it is considered advisable to enter into an agreement with respect to the use and maintenance and acquisition of said equipment and buildings.

WHEREAS this agreement will be administrated by a mutually agreed upon Administrator, hereon in this agreement noted as the Administrator.

NOW THEREFORE in consideration of the promise, conditions, covenants and provisions hereinafter contained and set forth, the Village and the Municipality agree as follows:

Protection is subject to the men and equipment available to the Village of Grayson and the R.M. of Grayson No. 184 at the time of any fire and to the water conditions prevailing at the time of any fire.

SCHEDULE OF FEES

1. That the Parties hereby agree that the rates for fire protection are as follows:
 - a) \$750.00 for the first hour and \$400.00 for each hour thereafter be charged for one fire truck and the appropriate number of fire fighters at a cost of \$20.00 per hour/person.
 - b) the support truck to be provided at a cost of \$400.00 for the first hour and \$200.00 for each hour thereafter with fire fighters at a cost of \$20.00 per hour/person.
 - c) Any mutual aid shall be charged at actual costs.
 - d) All above costs shall be borne by the property owner.

2. That for the purpose of this agreement, charges shall be calculated from the time the fire equipment leaves the fire hall, returns from the fire and is put back into service.

3. It is understood and agreed by the parties to this agreement that the Administrator will levy a fee pursuant to Section 1 of this agreement to non-ratepayers in the cost of fire suppression and actual fire fighting. In the event fire suppression is required the Administrator will levy a charge in accordance with rates as prescribed by the "Municipal Rescue Services Fund" as administered by SGI.
4. It is understood and agreed by the parties to this agreement that the Village and Municipality shall set up a separate bank account know as the "Fire Account" and further that the Mayor and Reeve and/or Deputy Mayor and Deputy Reeve have signing authority over the account.
5. It is understood and agreed by the parties to this agreement that all fees received from fire calls referred to in Section 1 and 3, of this agreement, and all funds received by the Administrator from response of said truck to municipalities outside the boundaries shall be placed in an account known as the "Fire Account".
6. Fire rates for outside the boundaries are as follows or as per agreement:
 - a) \$750.00 for the first hour and \$400.00 for each hour thereafter be charged for one fire truck and the appropriate number of fire fighters at a cost of \$20.00 per hour/person..
 - b) the support truck to be provided at a cost of \$400.00 for the first hour and \$200.00 for each hour thereafter with fire fighters at a cost of \$20.00 per hour.

When fire protection is provided pursuant to paragraph 6 it will be provided when requested by Medcom, the Village or R.M. Council or by a person designated by the council of the municipality being served, providing equipment is available. Payment for service at the rate stipulated in paragraph 6 being the responsibility of the municipality served.

7. The Village and the Municipality shall place in the "Fire Account" \$60.00 per household for 2009 and for future years to be reviewed annually, and approved by the municipal councils. This money is to be placed into the fire account on a semi-annual basis (January 1, and July 1) from which all expenses and capital costs are to be paid.

In the event that there is any outstanding accounts on December 31st then the amount owing shall be added to the taxes of the landowner of either the Village or Municipality and further that the amount shall be paid by that Village or Municipality to the "Fire Account"

It is understood and agreed upon by the parties that if any capital purchases are done outside of this fund, costs will be shared as mutually agreed upon at the time of purchase.

In the event a surplus is realized in the Fire Account at year end, that amount shall be carried forward as a reserve and used for the following years expenditures as set out in this section.

8. It is understood and agreed between the parties to this agreement that all accounts and records will be maintained by the Administrator. It is further understood and agreed that the Administrator will provide a financial statement of said account to the Municipalities by February 1st of each year.

Insurance

9. It is understood that the Village of Grayson shall ensure that the members of the Grayson Volunteer Fire Department are covered adequately with respect to disability insurance and liability insurance while performing duties as members fo the Fire Department and expenses shall be reimbursed through the "Fire Account".

It is understood that the Administrator shall ensure that there is adequate insurance and any maintenance that is needed to be done on the building know as the Fire Hall and expenses shall be reimbursed through the "Fire Account".

Use of Equipment

- 10. It is understood and agreed between the parties to this agreement that the Grayson Volunteer Fire Department be permitted to use said equipment on any fire call. In the event of any fire that occurs or fires that occur simultaneously, within the boundaries of the Village or Municipality, the Fire Chief, Deputy Fire Chief or officer's of the Grayson Fire Department shall have sole discretion to determine the use of the equipment and members of the Grayson Volunteer Department in order to best fight the fire or fires.
- 11. Mutal Aid boundaries - territories will be established as per agreements reached with adjoining municipalities and first nation reserves.

Fire Protection Committee

- 12. A committee shall be appointed annually and shall be known as the "Fire Protection Committee" hereinafter referred to as "The Committee" consisting of 2 members from the Village and 2 members from the municipality.

It is also agreed and understood by the parties to this agreement that the Mayor of the Village and the Reeve of the Municipality shall be ex-officio members of the committee, with full voting privileges.

It is further understood and agreed that the Fire Chief, Deputy Fire Chief and secretary of the Grayson Fire Department shall also be members of the committee in an **advisory** capacity.

The committee shall meet annually by March 1st of each year to establish a budget for each fiscal year, as well the committee will review the annual household levy fee. Any changes to this levy fee will be subject to review and approval by the Municipal councils.

The committee shall deal with all matters that it deems appropriate that may arise from time to time, through the execution of this agreement.

The Administrator shall be compensated as per agreement by the Fire Committee.

Indemnity rates for committee members for meetings will be the responsibility of the individual municipalities.

- 13. This agreement will renew from year to year unless notice is given to the parties to agreement by November 30th of each year.

Any notice required to be given under the terms of this agreement shall be given to the following:

Village of Grayson
Box 9, Grayson, Sask. S0A 1E0

R.M. of Grayson No. 184
Box 69, Grayson, Sask. S0A 1E0


- 14. This agreement takes effect January 1, 2009.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE CAUSED THEIR RESPECTIVE CORPORATE SEALS TO BE AFFIXED HERETO, AS ATTESTED TO BY THE SIGNATURE OF ITS PROPER OFFICER ON THE DATE AND YEAR WRITTEN ABOVE.

Village of Grayson No. 184

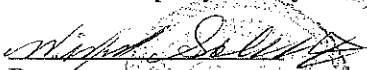


Mayor

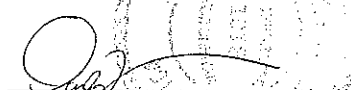


Administrator

Rural Municipality of Grayson No. 184



Reeve



Administrator

