

BYLAW No. 5/2003


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

The Council of the Rural Municipality of Maryfield No. 91 in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Maryfield No. 91 is hereby authorized to enter into the agreement, attached hereto and forming a part of this bylaw, and identified as Exhibit "A" with the town of Moosomin for the purposes stated within the agreement.
2. The Reeve and Administrator of the Rural Municipality of Maryfield No. 91 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. Bylaw No. 1/98 dated June 11, 1998 is hereby repealed.




Reeve


Administrator (ASSISTANT)

Certified a true copy of
Bylaw No 5/2003 adopted
by Resolution of Council on the
13th day of November, 2003.


Reeve/Administrator



THIS IS EXHIBIT "A" TO BYLAW # 5/2003

MEMORANDUM OF: MOOSOMIN AND DISTRICT FIRE PROTECTION COMMITTEE
AGREEMENT AS OF JANUARY 1ST, 2002;

Between: The TOWN OF MOOSOMIN, of the Province of Saskatchewan
AND
1) The RURAL MUNICIPALITY OF MOOSOMIN NO. 121, of the Province of Saskatchewan
2) The RURAL MUNICIPALITY OF MARTIN NO. 122, of the Province of Saskatchewan
3) The RURAL MUNICIPALITY OF MARYFIELD NO. 91, of the Province of Saskatchewan
4) The RURAL MUNICIPALITY OF WALPOLE NO. 92, of the Province of Saskatchewan
5) The MOOSOMIN REGIONAL PARK, of the Province of Saskatchewan

WHEREAS, the parties hereto are desirous in co-operating to carry out a jointly funded service, namely the operation of a Fire Department, in which they have a common interest and which each of them could carry out alone within it's own territorial limits;

AND WHEREAS, by virtue of Section 136 of the Urban Municipality Act, 1984, Council is hereby authorized to enter into agreements with any other municipality or municipal government in another jurisdiction, department, organization or agency of the Government of Saskatchewan, or the Government of Canada, Indian Band, person or other properly constituted authority, organization or agency;

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

1. An annual Operating and Capital budget of the Fire Department, shall be presented to the Moosomin and District Fire Protection Committee for approval.
2. The Town of Moosomin shall pay for all expenses of the Moosomin Fire Department throughout the calendar year, and no later than February 28th, following the year in question forward an invoice to the participating municipalities or organizations, stating their share of the annual deficit which in turn shall be paid within 30 days.
3. Clause 1 as noted above shall not apply to Capital purchases exceeding \$10,000.00 per item or project in any one year. In cases of expenses costing over \$10,000.00, each participating municipality or organization shall pay their proportionate share, when the capital cost is disbursed by the Town of Moosomin.
4. Fire Department responses within the boundaries of the Municipalities or the Regional Park as indicated within this agreement, shall be performed free of charge, provided that particular person is a resident of the Municipality or Regional Park. Notwithstanding, each Municipality or Regional Park shall be provided with a copy of the Fire Department response report, and shall be allowed to charge their residents for the call provided legislation such allows, and that revenue shall remain with the billing party.
5. Any municipality receiving services of the Fire Department that is not part of this agreement and not part of a Mutual Aid Agreement, and any Fire Department responses for Highway accidents shall be charged a fee as determined by the Moosomin and District Fire Protection Committee.
6. Revenue from charges for any Fire Department responses shall be offset against any yearly deficits the Department may incur.
7. The Town of Fleming shall be provided services of the Fire Department free of charge for an annual grant to the Fire Department, which shall offset any yearly deficits which the Department may incur.

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8. The Moosomin and District Fire Protection Committee shall be represented as follows, of which one shall be chosen as Chairman:

- Town of Moosomin - 2 representatives
- R.M. of Moosomin - 1 representative
- R.M. of Martin - 1 representative
- R.M. of Maryfield - 1 representative
- R.M. of Walpole - 1 representative
- Moosomin Regional Park - 1 representative

9. Proportionate shares to this agreement are as follows, which shall be for both annual operating and capital expenses of the Fire Department:

- Town of Moosomin - 50.00%
- R.M. of Moosomin - 23.50%
- R.M. of Martin - 15.25%
- R.M. of Maryfield - 05.50%
- R.M. of Walpole - 03.50%
- Moosomin Regional Park - 02.25%
-
- 100.00%

10. This agreement shall take effect retroactive to January 1st, 2002, and may be terminated by any party to this agreement giving ninety (90) days written notice at which time the proportionate shares to this agreement must be reviewed by the members of the Moosomin and District Fire Protection Committee.

11. This agreement shall be continuous, and shall be reviewed jointly by the parties to the agreement on an annual basis. Notwithstanding, any member representative may request the Fire Chief, that a meeting of the Moosomin and District Fire Protection Committee be held, and such meeting will be scheduled.

12. IN WITNESS WHEREOF, the parties to the agreement have caused their respective Corporate Seals to be affixed hereto attested by the signatures of their proper officers in that behalf.

TOWN OF MOOSOMIN

Willie
 Mayor (SEAL)
Paul
 Administrator

R.M. OF MOOSOMIN NO. 121

R.S. Harrison
 Reeve (SEAL)
Day
 Administrator

R.M. OF MARTIN NO. 122

Mark Bateman
 Reeve (SEAL)
Day
 Administrator

R.M. OF MARYFIELD NO. 91

Bob
 Reeve
Paul Kovic
 Administrator



R.M. OF WALPOLE NO. 92

Chris
 Reeve (SEAL)
Shirley
 Administrator

MOOSOMIN REGIONAL PARK

Steve
 VICE Chairman (SEAL)
Day
 Secretary/Treasurer

