

**TOWN OF BLAINE LAKE**

Bylaw Number: 2018-04

**BEING A BYLAW TO ENTER INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF BLAINE LAKE NO. 434, FOR THE FORMATION OF THE BLAINE LAKE AND DISTRICT FIRE DEPARTMENT.**

The Council for the Town of Blaine Lake, in the Province of Saskatchewan enacts as follows:

1. The Mayor and Town Administrator of the Town of Blaine Lake are hereby authorized, empowered and directed to execute the agreement between the Town of Blaine Lake and the Rural Municipality of Blaine Lake No. 434, the terms of which are attached hereto and marked as Exhibit "A" to this bylaw.
2. All previous Bylaws regarding fire services are hereby repealed.



A handwritten signature in black ink, appearing to read "Alan Jensen", written over a horizontal line.

Mayor

A handwritten signature in blue ink, written over a horizontal line.

Administrator

Read a third time and adopted this 8 day of November, 2018.

EXHIBIT "A" TO BYLAW NO.

Memorandum of Agreement made the 8 day of November, 2018.

BETWEEN:

The Town of Blaine Lake, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as the Town.

And

The Rural Municipality of Blaine Lake No. 434, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as the R.M.

WHEREAS the parties hereto are desirous of providing in the Agreement for the following:

- a) An Association of the parties hereto for the purpose of establishing a fire department and to provide fire protection services to all residents within its boundaries. (hereinafter called the Fire Department).
- b) The constitution of a representative Committee to administer the operation of the Fire Department (hereinafter called the Committee) of the District.
- c) The respective contribution of each party to the capital cost of furnishing the requisite equipment and storage facilities for utilization in fire in the District.
- d) The respective contribution of each party to the operating expenses incurred in providing fire protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. FIRE DEPARTMENT

1. The Department shall be called the "Blaine Lake & District Fire Department"
2. The Department shall provide fire protection to the following areas.

- (a) All property within the municipal boundaries of the Town of Blaine Lake and the R.M. of Blaine Lake.
- (b) AND, other agreements entered into by the respective councils bylaw.

2. FIRE PROTECTION

1. The Committee shall be called the "Blaine Lake & District Fire Committee".
2. The Committee shall comprise of a minimum of 2 members appointed from the town, one of which shall be an elected official, 2 members appointed from the R.M., one of which shall be an elected official, the Fire Chief, the deputy Fire Chief and a Secretary Treasurer.

3. The term of office and qualifications 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 year.
4. The Committee shall at its first meeting of each year elect a Chairperson and Vice-chairperson.
5. The Committee shall meet at least 4 times a year.
6. The Town Administrator shall be the Secretary Treasurer of the Committee and shall not have any voting powers.
7. The Committee shall be responsible to oversee the operations of the Fire Department.
8. The Committee shall prior to February 28<sup>th</sup> of each year meet to prepare an operating budget for that year, to be submitted to the participating Councils for their approval.
9. The Committee shall also maintain a 5 year Capital Budget which shall accompany their operating budget each year when being submitted for approval.
10. Any expenditure which may be required in excess of the budget must be approved by both Councils.
11. The Committee shall recommend fees to be charged by the Department to residents with the R.M. for firefighting which shall be approved by the respective Councils.
12. The Committee may complete an annual review of this agreement and present their recommendations to their respective Councils.

### 3. FIRE CHIEF

1. The Fire Chief or his designate, for the Town shall be the Fire Chief of the R.M. of Blaine Lake & District Fire Department.
2. The Fire Chief, or in his absence his designate, shall have the sole authority to dispatch whatever fire protection equipment he feels necessary within the Town or the R.M.

### 4. FIRE BRIGADE

1. The Town's Fire Brigade shall provide firefighting services within the areas as designated in Section 1

### 5. FIRE HALL

1. Any capital costs incurred by the Fire Department building shall be cost shared on a 50-50 basis between the R.M. and the Town.

2. All operating costs of the Fire Hall shall be cost shared on a 50-50 basis between the R.M. and Town.

#### FIRE EQUIPMENT

1. All fire fighting equipment that is owned by the Town and R.M. shall be under the direction of the Fire Committee unless otherwise stated.

#### 7. ADMINISTRATION

1. All revenue expenditures of the Department shall be processed through Town books.

2. The Secretary Treasurer 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 at their discretion each month requisition from the R.M. an amount equal to 50% of the operating costs of the Department.

4. The Secretary Treasurer shall also prepare a Statement of Revenue and Expenditures, accounting for all the transactions of the Department which shall be submitted to each Committee.

5. The Secretary Treasurer shall perform any other duties within reason as directed by the Committee.

6. The Secretary Treasurer shall keep separate detailed records of all capital purchases made for each truck and for the fire department. These records shall include the cheque number, amount, description of purchase and to whom it was paid. The Secretary Treasurer shall also prepare an inventory of the equipment that each respective municipality is providing to the fire department.

7. The Town will receive compensation each year in the amount of \$1500.00 for Secretary /Treasurer duties.

#### 8. Fire Equipment contributed to the Fire Department at signing of this agreement:

Fargo Fire Truck 1955      SN 93504912C      Owner: Town of Blaine Lake

GMC Fire Truck 1977      SN TCE67N600935      Owner: RM of Blaine Lake

Chev C70 Fire Truck      SN 1GDL7DIEDV502997      Owner: RM of Blaine Lake

Bush Truck F250 Ford 2006      SN 1FTSW21P46EC51677      Owner: 50/50

Ford Emergency Ambulance 2001      SN 1fDSS34F41HA61983  
Owner: Donated to Fire Department

9. DISOLUTION.


1. It is agreed that any party may withdraw from this agreement upon giving the other party 3 years written notice unless otherwise agreed by both Councils.
2. In the event that this agreement is terminated, all capital assets shall be disposed of in the following manner:
  - a) Each municipality shall retrieve their respective fire trucks as recorded in Section 8.
  - b) The capital purchases of the fire department as recorded in Section 8 may be purchased by either party however, in the event that either party is interested in the assets or both parties are interested in purchasing the assets, will be sold and the money split equally between both parties.
  - c) The fire hall will remain the property of the Town of Blaine Lake.

This agreement shall come into force effective immediately.

  
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R.M. of Blaine Lake – Reeve

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Town of Blaine Lake- Mayor

  
\_\_\_\_\_  
Administrator



Dated this 8 day of November, 2018