

**BYLAW NO. 724**

**A BYLAW OF THE TOWN OF DAVIDSON, IN THE PROVINCE OF SASKATCHEWAN, FOR THE PURPOSE OF GIVING APPROVAL TO ENTER INTO AN AGREEMENT TO PROVIDE EMERGENCY RESPONSE SERVICES.**

WHEREAS the Town of Davidson deems it desirable to enter into an agreement with neighbouring municipalities to provide emergency response service;

NOW THEREFORE, the Council of the Town of Davidson in open meeting assembled enacts as follows:

1. It shall be lawful for the Town of Davidson to enter into an agreement, the terms of which are incorporated as Schedule "A" to this Bylaw, with the associate municipalities listed in the said schedule.
2. The Mayor and Administrator are hereby authorized, empowered and directed to execute the said agreement on behalf of the Town of Davidson, and to attach the Corporate Seal of the Municipality thereto, and to do, or done, all acts which may be necessary for the due performance the terms of said agreement. and cause to be and fulfillment of
3. This Bylaw shall come into force and take effect on the day of final passing thereof.
4. Bylaw No. 663 is hereby repealed.

INTRODUCED and READ a first time this 17<sup>th</sup> day of August, 2010

READ a second time this 17<sup>th</sup> day of August, 2010.

READ a third time by unanimous consent and passed this 17<sup>th</sup> day of August, 2010.

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Mayor, Mary Jane Morrison

(SEAL)

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Administrator, Gary Edom

**HIGHWAY 11 EMERGENCY RESPONSE AREA**

THIS AGREEMENT made the 1st day of January, 2010

BETWEEN:

THE TOWN OF DAVIDSON a municipal corporation of and in the Province of Saskatchewan,

Hereinafter referred to as Davidson

THE PARTY OF THE FIRST PART

-and-

THE RURAL MUNICIPALITY OF ARM RIVER NO. 252 a municipal corporation of and in the Province of Saskatchewan,

Hereinafter referred to as Arm River

THE PARTY OF THE SECOND PART

-and-

THE RURAL MUNICIPALITY OF WILLNER NO. 253 a municipal corporation of and in the Province of Saskatchewan,

Hereinafter referred to as Willner

THE PARTY OF THE THIRD PART

-and-

THE RURAL MUNICIPALITY OF WOOD CREEK NO. 281 a municipal corporation of and in the Province of Saskatchewan,

hereinafter referred to as Wood Creek

THE PARTY OF THE FOURTH PART

**WHEREAS** the parties are desirous of providing in this Agreement the following:

- (a) An association of the parties hereto for the purpose of establishing and operating an emergency response area (hereinafter called the "Area");
- (b) That each party to the agreement will assist any other party to the agreement in the event of a disaster;
- (c) The constitution of a representative Board to administer the operation of fire protection and emergency response in the area (hereinafter called the "Board") and the delineation of the boundaries of said Area;
- (d) The respective contribution of each party to the capital cost of furnishing the requisite equipment and storage facilities for utilization in the operation of said Area;
- (e) The respective contribution of each party to the on-going expenses of the Board in providing fire protection and emergency response in said Area.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**AREA**

1. The Area shall be called the "Highway 11 Emergency Response Area".
2. The Area shall encompass the following:
  - (a) All of the Rural Municipality of Arm River No. 252,

- (b) A portion of the Rural Municipality of Willner No. 253, as outlined on attached map,
- (c) The entire Town of Davidson,
- (d) A portion of the Rural Municipality of Wood Creek 281, as outlined on attached map,
- (e) Any other areas as agreed to by the governing bodies entering into this Agreement.

**BOARD**

- 3. The Board shall be called the **“Highway 11 Emergency Response Area Board”**.
- 4. The Board shall be composed of elected representatives of each Council as follows:  
Town of Davidson - three (3); RM of Arm River - two (2); and RM of Willner - two (2).
- 5. The term of office for each member appointed to the Board shall be determined by the Council appointing such member.
- 6. (a) The Board shall forthwith appoint a Fire Chief and E.M.O. Co-ordinator.
  - (i) Any further appointment shall be at the discretion of the Board.
  - (ii) All appointments must be given final approval by the Town of Davidson.
- (b) The Board shall determine job descriptions for the Fire Chief and E.M.O. Co-ordinator which shall be set out in an appendix to this Agreement.
- (c) The procedure to be followed by the Board in conducting its business meetings shall be determined by the Board by unanimous resolution.
- 7. (a) The Board shall have the general power to operate, maintain, and use the fire-fighting and emergency equipment; to levy charges on fire and emergency calls and other such fees for specific services as the Board shall from time to time determine; to make expenditures in connection with the operation and maintenance of fire fighting and emergency equipment.
- (b) The powers and duties of the Board may be determined 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.

**BILLING**

- 8. (a) All of the parties hereto, shall share in the annual cost of the ongoing expenses of the Board in the following percentages\*:

Town of Davidson	-	65.0%
R.M. of Arm River	-	17.0%
R.M. of Willner	-	17.0%
R.M. of Wood Creek	-	<u>1.0%</u>
		100%

*\*Percentages will be based on the most current population census.*

- (b) The Town of Davidson shall undertake the billing for fire/emergency services performed by the Davidson Volunteer Fire Department and the collection of revenues for such on behalf of the Board. Any invoices for rural calls outstanding at December 31<sup>st</sup> of the year the invoice was issued, shall be forwarded to the appropriate R.M. for payment.
- (c) The Town of Davidson shall pay all Board operating costs. After taking into account all revenues collected and expenditures incurred on

behalf of the Board for the year, each participating municipality will be invoiced for its portion of the operating loss for the year, based on the set out percentages in Section 8 (a).

9. (a) The R.M.'s of Willner and Arm River agree allow the Fire Department to use their water truck (Tanker 482 -1968 F600).
- (b) The Town of Davidson agrees to provide storage facilities for the following equipment:
  - Engine 481J: 1986 Ford F600 (Joint owned)
  - Engine 482J: 1993 Pierce Custom Chassis (Joint owned)
  - Rescue 481J: 2006 F550 Extended Cab (Joint owned)
  - Tanker 481J: 2007 GMC C7500 (Joint owned)
  - Tanker 482: 1968 F600 (Joint owned)
- (c) One fire truck shall remain in Town at all times.
- (d) With the exception of the equipment listed in a, b, and c, any capital purchases outside of the approved current budget, must be approved by the participating Councils prior to purchase.

**GENERAL**

10. 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.
11. 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 their capital investment.
12. The fire-fighting and emergency equipment listed in paragraph (9)b will be allowed to leave the District at a rate determined by the Board.
13. This Agreement shall be reviewed every five (5) years.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their proper signing officers in that behalf, the day and year first written above.

RURAL MUNICIPALITY OF ARM RIVER NO. 252

(S E A L)

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RURAL MUNICIPALITY OF WILLNER NO. 253

(S E A L)

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TOWN OF DAVIDSON

(S E A L)

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RURAL MUNICIPALITY OF WOOD CREEK NO. 281

(S E A L)

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