

BYLAW NO. 6/77

A BYLAW TO PROVIDE FOR THE JOINT PURCHASE OF FIRE FIGHTING EQUIPMENT
AND IMPROVEMENT OF HOUSING SAME.

The Council of the Town of Hanley in the Province of Saskatchewan,
enacts as follows:

1. The Town of Hanley is hereby authorized to enter into an agreement attached hereto and identified as Schedule "A" with the Rural Municipality of Rosedale No.283 for the purposes stated therein.
2. The costs to the Town of Hanley incurred by entering into said agreement shall be paid by the Town of Hanley.
3. The Mayor and Town Clerk of the Town of Hanley are hereby authorized to sign and execute an agreement, the terms of which are set out in Schedule "A" hereinbefore referred to.

TOWN OF HANLEY



Mayor



Town Clerk

CERTIFIED a true copy of Bylaw
No.6/77 adopted by resolution of
the Council on the 4th day of
July A.D., 1977.



Mayor



Town Clerk

SCHEDULE "A" TO BYLAW No. 6/77

THIS AGREEMENT made this 5 day of July A.D. 1977

BETWEEN:

THE RURAL MUNICIPALITY OF ROSEDALE
NO. 283 a municipal corporation of
and in the Province of Saskatchewan,

Hereinafter referred to as "ROSEDALE"
THE PARTY OF THE FIRST PART

- and -

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

Hereinafter referred to as "HANLEY"
THE PARTY OF THE SECOND PART

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 called the "District").
- (b) The constitution of a representative Board to administer the operation of fire protection in the District (hereinafter called the "Board") and the delineation of the boundaries of 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 on-going expenses of the Board in providing fire protection in said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

DISTRICT

The District shall be called the "Hanley - Rosedale Fire Protection District".

2. (i) The District shall encompass the following areas:

- (a) The following areas only of the Rural Municipality of Rosedale No. 283:

Sections 3,4,5,6,7,8,9,10,15,16,17,18,19,20,21,22,
25,26,27,28,29,30,31,32,33,34,35 & 36 in Township 29,
Range 4, West of the Third Meridian;
Township 30, Range 4, West of the 3rd Meridian;
Township 29, Range 5, West of the 3rd Meridian;
Township 30, Range 5, West of the 3rd Meridian;
Township 30, Range 3, West of the 3rd Meridian;
Township 31, Range 3, West of the 3rd Meridian;
Township 31, Range 4, West of the 3rd Meridian;
Township 31, Range 5, West of the 3rd Meridian

- (b) The entire Town of Hanley
- (ii) It is agreed by the parties hereto that the Fire Chief decide use of equipment.

BOARD

- 3. The Board shall be called the "Hanley Rosedale Fire Protection District Board.
- 4. The Board shall be composed of:
 - (a) three (3) representatives from the Rural Municipality of Rosedale No.283
 - (b) two (2) representatives from the Town of Hanley.
- 5. The term of office and qualifications of each member appointed to the Board shall be determined by the party appointing such member, but the term of office shall in no case be less than one (1) full calender year and term of office of members of each party shall not be coterminous.
- 6. (a) The Board shall forthwith appoint a Secretary-Treasurer and a Fire Chief, and
 - (i) the Secretary-Treasurer shall hold office for one (1) calender year; and
 - (ii) the Fire Chief shall hold office for two (2) calender years.
 - (b) The Board shall delegate to the Secretary-Treasurer and Fire Chief such powers as the Board shall, from time to time, deem appropriate, other then power confired to Fire Chief in paragraph (ii) of clause 2.
 - (c) The procedure to be followed by the Board in conducting its business meetings shall be as set out in Schedule "A" to this Agreement, which may from time to time be added to as the Board shall determine by unanimous resolution.
- 7. The Board shall, inter alia have the general power to operate, maintain and use the fire-fighting equipment and storage facilities to levy charges on fire calls and such other 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 equipment; to enter into reciprocal agreements with other municipalities to provide fire prevention and fire fighting services; and to enter into leasing agreements for fire-fighting equipment and for the storage of fire-fighting equipment.
 - (a) The powers and duties of the Board 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.

EQUIPMENT

- 8. The Rural Municipality of Rosedale No.283 shall purchase a fire pumper chassis and related fire-fighting equipment by raising sums from an extraordinary assessment of twenty-five (25) mills levied against the lands falling within the boundary of the District, and the Town of Hanley shall construct storage facilites for the fire-fighting equipment. In the event of the dissolution of the Board and District each party hereto, shall retain its assets according to its initial contribution and may dispose of same in whatever manner it wishes to.

9. Once the fire pumper chassis and related fire-fighting equipment mentioned in clause 8 of this agreement have been constituted, the Board shall enter into a lease agreement with the Rural Municipality of Rosedale No.283, whereby the Board shall lease from the Rural Municipality Rosedale No.283 such pumper chassis and related fire-fighting equipment at the cost of One (\$1.00) Dollar per year.

10. Once the storage facilities mentioned in clause 8 of this Agreement have been constituted, the Board shall enter into a lease agreement with the Town of Hanley whereby the Board shall lease from the Town of Hanley such storage facilities and the existing pumper chassis and related fire-fighting equipment owned by the Town at a cost to the Board of One (\$1.00) Dollar per year.

11. (a) All of the parties hereto, shall share in the annual cost of the on-going expenses of the Board on a one-half share basis should deficits result from the Board's operations.

(b) Each party to this Agreement will repair its own equipment and facilities.

GENERAL

12. 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.

13. The parties agree to make payment of their share of the capital costs and operating expenses of the Board by levying an assessment on the population of their respective rural municipality or Town in an amount sufficient to cover their share of the said costs.

14. 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 municipality on a one-half share basis.

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 above written.

RURAL MUNICIPALITY OF ROSEDALE NO.283

(S E A L)

John Schilberg
Reeve
Paul
Secretary-Treasurer

TOWN OF HANLEY

(S E A L)

Roy Dietz
Mayor
Paul
Town Clerk

SCHEDULE "A"

BYLAWS OF THE HANLEY ROSEDALE FIRE PROTECTION DISTRICT BOARD

1. The Board 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 (1) member may be elected as Chairman.
2. The Secretary-Treasurer appointed by the Board shall record the minutes of all meetings of the Board and shall have charge of and possession of the Board's records.
3. The Secretary-Treasurer shall be responsible for providing each member of the Board with a copy of all minutes of all meetings of the Board within fifteen (15) days of the date of any of said meetings.
4. The Board shall have at least three (3) regular meetings in each year, commencing with the year 1977; one (1) meeting shall be held on or before the 1st day of February in each year commencing with 1978 and the other required meetings at such times as the Board shall from time to time determine.
5. The Chairman shall have the power to call for an extraordinary meeting of the Board at such times as he shall deem fit in addition to the regular meetings set out in paragraph four (4) hereof.
6. Any three (3) members of the Board shall have the power to call for an extraordinary meeting of the Board and shall do so by providing the Chairman of the Board with seven (7) days written notice of their intention to convene a meeting of the Board.
7. No business shall be conducted at a regular or extraordinary meeting of the Board unless there is a quorum of three (3) members of the Board present at the meeting when the meeting proceeds to business.
8. Any resolution of the Board requiring financial contribution by the Rural Municipality of Rosedale No.283 and the Town of Hanley shall require a majority of the membership of the Board approving said resolution, and shall be ratified by each of the parties hereinbefore referred to.
9. Any other resolution of the Board shall require a simple majority of the quorum present at the meeting where the resolution is passed.
10. The Board shall pass such other bylaws regulating the conduct of its meetings as the Board shall from time to time deem necessary.