

RURAL MUNICIPALITY OF VISCOUNT NO. 341
BYLAW NO. 2018-03

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING
THE FORMATION OF THE "VISCOUNT AND DISTRICT FIRE ASSOCIATION"

THE COUNCIL OF THE RURAL MUNICIPALITY OF VISCOUNT NO. 341, in the
Province of Saskatchewan, enacts as follows:

The Council of the Rural Municipality of Viscount in the Province of Saskatchewan
enacts as follows:

1. This bylaw may be cited as the "Viscount and District Fire Association Bylaw".
2. The Rural Municipality of Viscount No. 341 is hereby authorized to enter into the
agreement attached hereto and forming part of this bylaw which is to be identified
as EXHIBIT "A" with the following municipalities:

Village of Viscount
Viscount, Saskatchewan


- and -

Village of Plunket
Plunkett, Saskatchewan

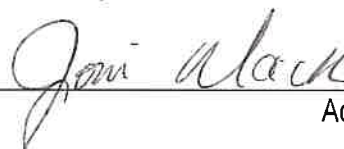
for purposes stated within the agreement.

3. The Reeve and Administrator of the Rural Municipality of Viscount No. 341 are
hereby authorized to sign and execute the attached agreement identified as
EXHIBIT "A"
4. Bylaw No. 4-97 is hereby repealed.





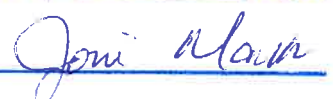
Mayor



Administrator



Certified a true copy of Bylaw 2018-03
of the Rural Municipality of Viscount No. 341
passed by resolution of Council on the
8th day of MARCH, 2018



Administrator

EXHIBIT "A" TO BYLAW NO. 2018-03

THIS AGREEMENT made in triplicate this ____ of MARCH, 2018 between the **Rural Municipality of Viscount No. 341** a body corporate under the laws of the Province of Saskatchewan hereinafter called the "RM of Viscount"

COPY

OF THE FIRST PART, -AND-

The **Village of Viscount** a body corporate under the laws of the Province of Saskatchewan hereinafter called the "Village of Viscount,"

OF THE SECOND PART -AND-

The **Village of Plunkett** a body corporate under the laws of the Province of Saskatchewan hereinafter called the "Village of Plunkett,"

OF THE THIRD PART -AND-

WHEREAS the parties hereto are desirous of providing for the following in this agreement;

- a) An agreement of the parties hereto for the purpose of establishing and operating a "fire protection and first response district" (hereinafter called the "District")
- b) The constitution of a representative Committee to administer the operations of fire protection and first response in the district.
- c) Delineation of the boundaries of the said district.
- d) The respective contribution of each party to the capital costs of furnishing the required equipment and the storage facilities for utilization in the fire protection and first response in the said district.
- e) The respective contributions of each party to the operating expense of the Committee in providing fire protection and first response in the district.

NOW THEREFORE, this agreement witnesses as follows:

DISTRICT

1. The district shall be called the "Viscount and District Fire Association"
2. The district shall encompass the following areas:
 - I) the legal boundaries of the Village of Viscount;
 - II) the legal boundaries of the Village of Plunkett;
 - III) the legal boundaries of the RM of Viscount; and
 - IV) the portion of the RM of Wolverine, as follows:
 - all of sections 5, 6, 7, 8, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 & 36, NW-14, N½-15, W½ of the SE-15, SW-15, W½-24, W½-25 and W½-36 in township 34, range 24;
 - all of sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 in township 35, range 24; All west of the second meridian and located in the RM of Wolverine #340.

COMMITTEE

3. The committee shall be called the "Viscount and District Fire Association Committee".
4. The Committee shall be composed of at least one representative from each of the parties to this agreement, but it is agreed that each party shall also be entitled to additional representation on the committee as follows:
 - Fire Chief- Village of Plunkett
 - Fire Chief- Viscount Volunteer Fire Department
 - Chief Fire Ranger- RM of Viscount
 - 1 non-voting member
5. The term of office and qualification 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 calendar year.

6. The committee shall forthwith elect from amongst its members a District Fire Chief and a Secretary/Treasurer who shall hold office for no less than one calendar year.
7. a) The Committee shall, among other things, have the general power to operate, maintain and use the fire-fighting equipment and recommend for payment to the councils all expenditures incurred in connection with the operation and maintenance of fire-fighting equipment that is under the control of the Committee. These recommendations are to be made in the form of an Annual Budget to be presented to each municipal council prior to their February meeting. This budget is to receive approval by the councils before being implemented.
- b) The powers and duties of the Committee 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. The councils of the municipalities first named in this agreement shall be the parties that enter into all contracts and/or agreements and pass all necessary bylaws in respect to the said district.
- c) The Committee shall be responsible for the payment of the following expenses:
 - I) All materials and supplies used in the training of firemen and first responders;
 - II) Convention and seminar expenses for 2 members from each Fire Department including mileage for the Saskatchewan Fire Chiefs Convention and the Canadian Fire Chiefs Convention when it is held in Saskatchewan. Additional members may be sent at the discretion of the Committee. Costs for spouses to attend shall not be covered by the Association.
 - III) Convention and seminar expenses for 2 members from the first responders including mileage for the Response Convention.
 - IV) Compensation to firemen and first responders in the amount of \$250.00 per day for wages lost due to fire fighting or first responders call.
 - V) Cost of bottled breathing air for the cascade system for filling air pack cylinders.
 - VI) Premium for the Volunteer Fire Fighter Insurance.
 - VII) Honorarium paid to the Volunteer Firemen in the amount of \$125.00 per fireman on the Plunkett Fire Department to a maximum of 09 Firemen, \$425.00 per fireman on the Viscount Fire department to a maximum of 16 members, and \$275.00 per first responder to a maximum of 10 members.
8. All parties to this agreement shall share in the cost of the Committee's operation on an equal 1/3 split as set out in the Committee's annual budget, prorating the payment on a per-capita basis for dispatch fees.
9. a) All parties to this agreement shall charge a fee for service to the owner of the property on which the initial fire call was requested, or in the case of an automobile accident, to the registered owner of the vehicle/vehicles. The amount of the charge will be whatever is set out in the responding municipalities bylaw regarding fire fighting charges.
- b) All monies collected in 9(a) shall be turned over to the committee prior to December 31, of the year in which it is collected and shall form part of the general operating funds of the committee.

EQUIPMENT

10. All parties herein named shall maintain at their own expense fire fighting equipment and first responders supplies and equipment that is of equivalent quality as that of the other parties to this agreement. Each party to this agreement shall be responsible for insuring their own equipment.
11. The storage facilities and maintenance of these facilities for fire fighting equipment and first responders equipment, will be as follows:
 - a) The Village of Plunkett will be totally responsible for their own facilities.
 - b) The Village of Viscount and the RM of Viscount will jointly maintain the Viscount Fire Hall.

- 12. In the case of a fire alarm the responding fire chief will provide sufficient men and equipment to combat the fire. This fire chief will remain responsible for the fire fighting operation until the fire chief and the fire truck of the municipality in which the fire occurred arrives on the scene. From that point on the responsibility for the fire fighting operation will be delegated to the municipality in which the fire occurred.
- 13. In the case of a first responder call-out one responder shall take charge and oversee the call until such a time as the ambulance attendants arrive on the scene and take over the responsibility for the call.
- 14. 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.
- 15. In the event that it may become necessary to cancel this agreement, the assets that are available for distribution after paying all liabilities shall be paid in proportion to the sums paid into the operating fund.
- 16. It is understood and agreed that this agreement shall be continuous but the agreement may be terminated by any party to the agreement giving sixty days written notice to the other parties at the following addresses:

VILLAGE OF PLUNKETT
 BOX 149
 PLUNKETT, SASK. S0K3J0

VILLAGE OF VISCOUNT
 BOX 99
 VISCOUNT, SASK. S0K 4M0

R.M. OF VISCOUNT
 BOX 100
 VISCOUNT, SASK. S0K 4M0

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the and year first written above.



THE RURAL MUNICIPALITY OF VISCOUNT

 REEVE

 ADMINISTRATOR



THE VILLAGE OF VISCOUNT

 MAYOR

 CHIEF ADMINISTRATIVE OFFICER

THE VILLAGE OF PLUNKETT

 MAYOR

 CLERK