

BYLAW NO. 663

**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;

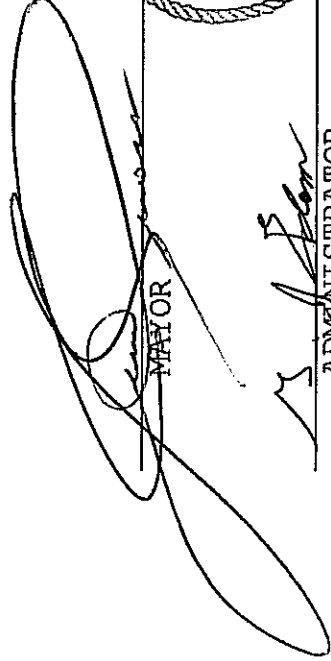
NOW, THEREFORE, the Council of the Town of Davidson in open meeting assembled enacts as follows:


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 cause to be done all acts which may be necessary for the due performance and fulfillment of the terms of the said agreement.
3. This Bylaw shall come into force and take effect on the day of final passing thereof
4. Bylaws 550, 552 and 566 are hereby repealed.

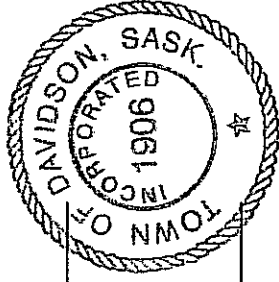
INTRODUCED and READ a first time this 13th day of June, 2002.

READ a second time this 13th day of June, 2002.

READ a third time by unanimous consent and PASSED this 13th day of June, 2002.

  
MAYOR

  
ADMINISTRATOR



Certified to be a true copy  
of Bylaw No. 663 of the  
Town of Davidson passed on  
June 13, 2002

  
ADMINISTRATOR



**HIGHWAY 11 EMERGENCY RESPONSE AREA**

THIS AGREEMENT made the            day of            ,

BETWEEN:

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 FIRST 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 SECOND PART

-and-

THE VILLAGE OF GIRVIN a municipal corporation of  
and in the Province of Saskatchewan,

Hereinafter referred to as Girvin  
THE PARTY OF THE THIRD PART

-and-

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

Hereinafter referred to as Davidson  
THE PARTY OF THE FOURTH 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 FIFTH PART

WHEREAS the parties are desirous of providing in this Agreement  
for 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 operation of the 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 252  
and
  - (b) A portion of the Rural Municipality of Willner 253  
as outlined on enclosed maps
  - (c) The entire Village of Girvin
  - (d) The entire Town of Davidson
  - (e) A portion of the Rural Municipality of Wood Creek 281  
as outlined on enclosed maps
  - (f) 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:  
  
Davidson three (3), Arm River two (2), Willner two (2), and one (1) representing both Girvin and Wood Creek.
5. The term of office of 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 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 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.

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

Town of Davidson	-	62.4%
R.M. of Willner	-	16.3%
R.M. of Arm River	-	18.0%
Village of Girvin	-	2.3%
R.M. of Wood Creek	-	<u>1.0%</u>
		100.0%

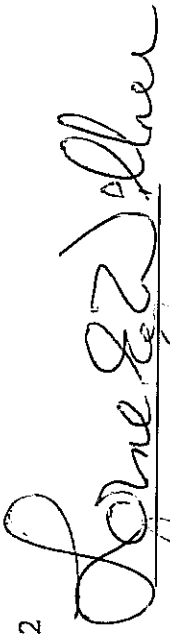
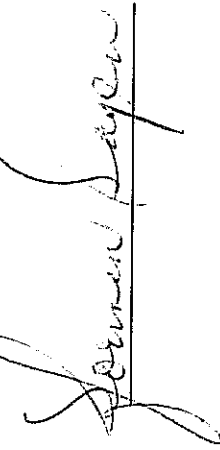
- (b) The Town of Davidson shall pay all Board operating costs and bill participants yearly.
9. (a) The R.M.'s of Willner and Arm River agree to give their water truck to the Board.
- (b) The Town of Davidson agrees to provide the storage facilities for the water truck, the 1986 Ford Fire Truck and Emergency Response Van.
- (c) The 1966 Mercury Fire Truck will remain the property of the Town of Davidson.
- (d) One fire truck shall remain in town at all times.
- (e) With the exception of the equipment listed in a, b and c any capital purchases must be approved by the participating councils.

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 252

RURAL MUNICIPALITY OF WILLNER NO. 253

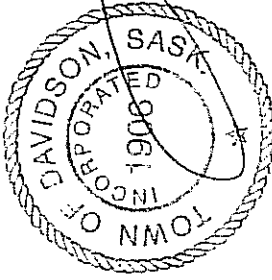
*Davidson*  
*Sherrill Davidson*

VILLAGE OF GIRVIN

*[Signature]*

*Sherrill Davidson*

TOWN OF DAVIDSON

*[Signature]*  
  
*Sherrill Davidson*

RURAL MUNICIPALITY OF WOOD CREEK 281

*Walter Smith*

*Walter Smith*