

BYLAW NO. 1-2002.

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT TO ESTABLISH THE STURGIS AND DISTRICT RURAL FIRE CO-OPERATIVE LTD.

1. The purpose of this bylaw is to enable the council to enter into an agreement to establish the Sturgis and District Rural Fire Co-operative Ltd.
2. The council of the Rural Municipality of Clayton No. 333, by this bylaw voluntarily enters into an inter-municipal agreement with the following municipalities:

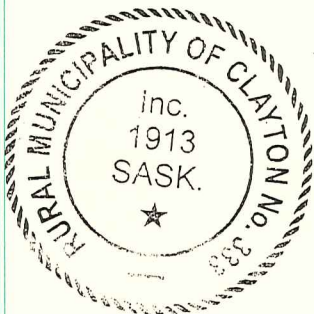
 The Rural Municipality of Preeceville No. 334
 The Rural Municipality of Buchanan No. 304
 The Rural Municipality of Keys No. 303
 The Town of Sturgis
3. The terms of the agreement to establish the Sturgis and District Rural Fire Co-operative Ltd. shall be defined in the attached Exhibit A, the Memorandum of Agreement.
4. The Rural Municipality of Clayton No. 333 shall financially contribute to the operating costs of the Sturgis and District Rural Fire Co-operative Ltd. established according to Exhibit A, the Memorandum of Agreement:
 1. in the financial amount defined in Exhibit A.
5. The council of the Rural Municipality of Clayton No. 333 hereby authorizes the Reeve and the Municipal Administrator to sign and execute Exhibit A, the Memorandum of Agreement to establish the Sturgis and District Rural Fire Co-operative Ltd.

Gust Koroluk

Mr. Gust Koroluk, Reeve

[Signature]

Mr. Douglas W. Ferder, Administrator



Certified a true
 copy of the Original
 Date: April 20, 2012
 Signature:

AGREEMENT

This agreement made in six copies this 24 day of April, 2002.

BETWEEN

The *Sturgis and District Rural Fire Cooperative Ltd.*, a body corporate having its office at Sturgis, in the Province of Saskatchewan, (hereinafter referred to as the Cooperative)

OF THE FIRST PART

AND

The *Town of Sturgis*, and the *Rural Municipalities of Preeceville No.334; Buchanan No. 304; Keys No. 303; and Clayton No. 333*

OF THE SECOND PART

WITNESSETH that, in consideration of the mutual agreements and undertakings herein, the parties hereto covenant and agree, each with the other, as follows:

1. The Sturgis and District Fire area (hereinafter referred to as the area) shall contain the following areas:
 - a) The Town of Sturgis
 - b) The Rural Municipality of Preeceville No. 334
 - c) The Rural Municipality of Buchanan No. 304
 - d) The Rural Municipality of Keys No. 303 as to Division No.6 and the organized hamlet of Crystal Lake.
 - e) The Rural Municipality of Clayton No. 333, as to all that area in Range 3, West of the road running north from Highway No. 49 that is 2 miles west of the Village of Hvas access road off Highway 49, 8 miles North, 3 miles East and 13 miles north to the R.M. North boundary, including the Hamlet of Danbury.
2. The cooperative agrees to provide fire protection services to all residents residing within the area insofar as the same may reasonably be provided by the operation of its fire-fighting equipment.
3. The Cooperative agrees to inspect and test its fire-fighting equipment and accessories to ensure, as far as possible, that it will be in a state of readiness for fighting fires at all times, and to supply a sufficient number of duly qualified members to man the fire truck on call, who will proceed with all possible speed to any fire in the area to assist in every way in fighting the fire.
4. No person shall call upon the fire fighting equipment without just cause.
5. Each person whose property the fire-fighting equipment has been called to, shall be expected to render all possible assistance to the operating crews in performance of their duties, and should it be necessary, shall assist the fire chief and the crew as far as possible to get the fire-fighting equipment back to the fire hall, and such service shall be rendered by the person without remuneration.
6. In case of fire in the Sturgis District Fire area, the resident owner or his representative shall have the right to call upon whoever is in charge of the fire fighting equipment to have such equipment brought to the resident's property, provided the road and weather conditions make it possible to do so, and to have such equipment used to the resident's advantage for as long a time as necessary to control the spread of, or to extinguish the fire. Such services rendered are to be charged for, in accordance to the schedule rate of fees that the Board is empowered to set and authorized to alter such rates from time to time. All calls from within the area shall have priority over fires outside the area.

- 7. In the event that a second call should be made on the fire fighting equipment before it has left the fire hall, the first call shall have precedence, regardless of the relative value of the premises endangered by such reported fire, except that calls from any publicly owned and operated building such as school, hospital, or public hall, each when occupied shall have precedence over private calls.
- 8. The Board shall forward to the respective Municipality, for collection, any fire accounts that have become delinquent.
- 9. This agreement shall remain in force for ten (10) years, but, by unanimous consent and agreement of the parties hereto, it may be amended or replaced with another agreement.

IN WITNESS WHEREOF the parties have hereunto set their corporate seals, attested by the signatures of the proper officers in that behalf the day and year set out above:

STURGIS AND DISTRICT RURAL FIRE COOPERATIVE LTD.

Edward P. Swartz
President

Bois Bartelski
Secretary/Treasurer



SEAL

TOWN OF STURGIS

David Olson
Mayor

Bois Bartelski
Administrator

SEAL

RURAL MUNICIPALITY OF PREECEVILLE NO. 334

Carl W. Soole
Reeve

Kevin Larson
Administrator

SEAL

RURAL MUNICIPALITY OF BUCHANAN NO. 304

Bernard Bigoraj

Reeve

Tom J. Hark

Administrator

SEAL

RURAL MUNICIPALITY OF KEYS NO. 303

John Steyniva

Reeve

Bill

Administrator

SEAL

RURAL MUNICIPALITY OF CLAYTON NO. 333

Mark Loveluck

Reeve

[Signature]

Administrator



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FORMULA OF FINANCIAL RESPONSIBILITY

The following formula of financial responsibility has been accepted by the Municipalities for the purchase of a fire truck, additional equipment, operation and maintenance of the truck, equipment and supplies, including the fire wages and administration costs of the area:

The Town of Sturgis	One unit
The Rural Municipality of Preeceville # 334	Seven units
The Rural Municipality of Clayton # 333	Three units
The Rural Municipality of Buchanan # 304	Six units
The Rural Municipality of Keys # 303	One unit
Crystal lake Resort	One unit