

VILLAGE OF CHASE
BYLAW NO. 526

Being a Bylaw to authorize a fire services agreement with the Chase Irrigation District

NOW THEREFORE the Council of the Village of Chase in open meeting assembled, enacts as follows:

1. This Bylaw may be cited as "Fire Services Agreement Bylaw No. 526, 1995".
2. The Mayor and Administrator are hereby authorized to execute, on behalf of the Village of Chase, an agreement with the Chase Irrigation District for the provision of fire services attached as Schedule "A" and forming part of this Bylaw.

READ A FIRST TIME THIS **23rd** DAY OF **May** , 1995.

READ A SECOND TIME THIS **13th** DAY OF **June** , 1995.

READ A THIRD TIME THIS **13th** DAY OF **June**, 1995.

RECONSIDERED, PASSED AND FINALLY ADOPTED THIS **15th** DAY OF **June**, 1995.

"Lee Fraser"

MAYOR




ACTING CLERK

Certified a true copy of Bylaw No. 526
as adopted.



ACTING CLERK

A true copy of By-Law No. 526
registered in the office of the Inspector
of Municipalities this **22nd** day of
June 1995.


Deputy Inspector of Municipalities

VILLAGE OF CHASE

SCHEDULE "A"

BYLAW NO. 526

FIRE SERVICES AGREEMENT

Made this ____ day of _____, 1995

BETWEEN:

CORPORATION OF THE VILLAGE OF CHASE, a body corporate under the *Municipal Act*, R.S.B.C. 1979, c. 290 and having its offices at 809 Shuswap Avenue, Chase, B. C., V0E 1M0

(the "Village")

OF THE FIRST PART

AND:

CHASE IRRIGATION DISTRICT, a body corporate under the *Municipal Act* R.S.B.C. 1979 c. 290.

(the "District")

OF THE SECOND PART

WHEREAS

- A. The Council of the Village may make agreements for the furnishing of fire protection and assistance response on behalf of the owners or occupiers of property situated outside the municipality with any properly constituted authority, and for collecting of agreed charges for it;
- B. The District has requested the Village to provide fire fighting and prevention services to all land within the District outside of the Village boundary;

(2)
FIRE SERVICES AGREEMENT

Made this _____ day of _____, 1995

NOW THEREFORE this Agreement witnesses that in consideration of the premises and the mutual covenants hereinafter exchanged, and the payment to the Village by the District of the charges referred to herein, the parties agree as follows:

I. Definitions

1. In this Agreement:

“Fire Chief” means as the context requires, the Chief of the Village of Chase Volunteer Fire Department present at a fire;

“Fire Fighter” means a member of the Village of Chase Volunteer Fire Department;

“Pumper Truck” means a fire fighting vehicle approved by the Underwriters Laboratory of Canada and rated for fire fighting purposes;

“Fire Protection Area” means that area of the Chase Irrigation District not within Boundaries of the Village of Chase.

II. Fire Fighting Service

2. The Village will provide to the Fire Protection Area, during the term of this Agreement, fire fighting services of the Village of Chase Volunteer Fire Department equivalent to those provided within the boundaries of the Village, subject to paragraph 3.

3. Nothing in this agreement obliges the Village to provide fire fighting services to the Fire Protection Area in excess of the services of five Fire Fighters, and one Pumper Truck. The Fire Chief may, in his sole discretion order the attendance of additional personnel and fire fighting apparatus at a fire in the Fire Protection Area. In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of the personnel and apparatus of the Fire Department.

(3)
FIRE SERVICES AGREEMENT

Made this _____ day of _____, 1995

4. The Fire Chief will have control, direction and management of all fire fighting personnel and apparatus and of all fire suppression and safety measures at a fire in the Fire Protection Area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of premises in the Fire Protection Area in an emergency arising from a fire or risk of explosion, where in his sole discretion he considers that there is a danger to life or property, and he may order the demolition of any building or part of a building in order to prevent spread of fire or damage to persons or property.
5. The Fire Chief may order suspension of the use of water in the Fire Protection Area for purposes other than fire fighting during a fire emergency.
6. The Village will be responsible to post adequate signage to denote the Fire Protection Area boundary.

III. Fire Prevention

7. The Fire Chief of Fire Fighter may, upon being requested to do so by the owner or occupier of real property in the Fire Protection Area, inspect premises for conditions which may cause a fire or increase the danger of fire, and may make recommendations to the owner or occupier in respect of such conditions.

IV. Indemnification

8. The District releases, indemnifies and saves harmless the Village, its officers and employees, the Fire Chief and members of the Village of Chase Volunteer Fire Department for any and all claims, actions for loss, injury, damages or compensation by any person or corporation whatsoever by reason of or in any way attributable to any fire fighting or prevention service provided pursuant to this Agreement, or any failure to provide such services.

V. Term, Renewal and Cancellation

9. The term of this Agreement is from the date first above written to December 31, 1995.
10. Either party wishing to renew this Agreement will advise the other before October 1, 1995 of the intention to renew, and the terms on which the renewal is sought.

FIRE SERVICES AGREEMENT

Made this ____ day of _____, 1995

- 11. Either party may terminate this Agreement in writing, such termination to take effect on December 31, 1995, provided that notice of the intention to terminate is provided to the other party before November 1, 1995.

VI. Charges

- 12. The District shall pay the Village One-Thousand Five Hundred Dollars (\$1,500.00) for the term of this Agreement within thirty (30) days after this agreement takes effect.
13. The District shall also provide payment to the Village for one-hundred percent (100%) of the costs to purchase a bladder or other portable water supply system to provide the fire protection service to the Fire Protection Area. The terms of the repayment schedule shall be agreeable to the Village.
14. Nothing in this agreement shall be construed as to eliminate any financial consideration owed by the District to the Village.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

The Corporate Seal of VILLAGE OF CHASE was hereunto affixed in the presence of:))))

Mayor

c/s

Administrator

The Corporate Seal of the CHASE IRRIGATION DISTRICT was hereunto affixed in the presence of:))))

Chairperson

c/s

Secretary