

VILLAGE OF CHASE
BYLAW NO. 566-1997

Being a Bylaw to authorize a fire services agreement with
the Thompson-Nicola Regional 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. 566-1997".
2. Fire Services Agreement Bylaw No. 526,1995 is hereby repealed in its entirety.
3. The Mayor and Administrator are hereby authorized to execute, on behalf of the Village of Chase, the agreement with the Thompson-Nicola Regional District for the provision of fire services attached as Schedule "A" and forming part of this Bylaw.

READ A FIRST TIME THIS 13th DAY OF May, 1997.


READ A SECOND TIME THIS 13th DAY OF May, 1997.

READ A THIRD TIME THIS 13th DAY OF May, 1997.

RECONSIDERED, PASSED AND FINALLY ADOPTED THIS 15th DAY OF May, 1997.

"Martin Koppes"

MAYOR



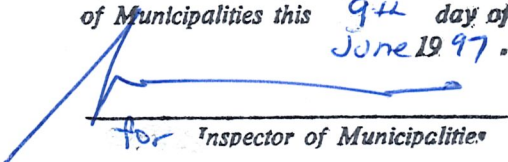
ACTING CLERK

Certified a true copy of Bylaw No. 566-1997
as adopted.



ACTING CLERK

A true copy of By-law No. 566-1997
registered in the office of the Inspector
of Municipalities this 9th day of
June 1997.



for Inspector of Municipalities

VILLAGE OF CHASE

SCHEDULE "A"

BYLAW NO. 566-1997

FIRE SERVICES AGREEMENT

Made this ____ day of _____, 1997

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:

THOMPSON-NICOLA REGIONAL DISTRICT, a body corporate under
the *Municipal Act* R.S.B.C. 1979 c. 290 and having its offices at 2079 Falcon
Road, Kamloops, B. C.

(the "TNRD")

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 TNRD has requested the Village to provide fire fighting and prevention services to lands within the TNRD pursuant to TNRD Bylaw No. 1606;

(2)
FIRE SERVICES AGREEMENT

Made this _____ day of _____, 1997

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 TNRD 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;

“Fire Protection Area” means that area of the TNRD as defined by TNRD Bylaw No. 1606.

II. Fire Fighting Service

2. The Village will provide to the Fire Protection Area depicted in TNRD Bylaw No. 1606 attached to and forming part of this agreement, 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, noting that the Fire Protection Area does not currently have a water distribution system with fire hydrants. Deployment of Manpower and Equipment shall be in accordance with the applicable Bylaws of the Village of Chase.

3. 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.

(3)
FIRE SERVICES AGREEMENT

Made this _____ day of _____, 1997

4. 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.

5. The Village will be responsible to post adequate signage to denote the Fire Protection Area boundary.

III. Fire Prevention

6. The Fire Chief or 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

7. The TNRD 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

8. The term of this Agreement is from the date first above written and continues on an annual basis until this agreement is terminated as hereinafter provided.

9. Either party may request that a joint review of the terms of the agreement be conducted by the parties on or before May 1st of any year to consider amendments which may be desired by either party. Should the parties be unable to reach mutual agreement on any proposed amendments to the agreement, both parties further agree to the appointment of a mutually agreed upon arbitrator to settle the issue.

10. Either party may terminate this agreement upon delivery of written notice to the other party of its desire to do so on or before May 1st of any year. Unless the notice to terminate is withdrawn beforehand, this agreement shall cease and be null and void on May 31st of that year.

(4)
FIRE SERVICES AGREEMENT

Made this _____ day of _____, 1997

VI. Charges

11. The TNRD agrees to pay the Village the sum of Ten Thousand Dollars (\$10,000.00) on or before January 15th of each year commencing in 1998.
12. Nothing in this agreement shall be construed as to eliminate any financial consideration owed by the TNRD 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)
THOMPSON-NICOLA REGIONAL)
DISTRICT was hereunto affixed)
in the presence of:)

_____)
Chairperson)

c/s

_____)
Secretary)

SCHEDULE "A" TO BYLAW NO. 565-1997

GENERAL CAPITAL FUND	1997	1998	1999	2000	2001	TOTAL
ADMINISTRATION	\$300,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$304,000.00
PROTECTIVE SERVICES	\$13,000.00	\$9,500.00	\$8,000.00	\$8,000.00	\$360.00	\$38,860.00
MACHINERY AND EQUIPMENT	\$200,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00
STORM SEWER	\$58,250.00	\$24,400.00	\$16,000.00	\$10,000.00	\$0.00	\$108,650.00
CEMETERY	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
ROADS	\$226,500.00	\$112,000.00	\$68,500.00	\$56,000.00	\$0.00	\$463,000.00
PARKS AND RECREATION	\$10,000.00	\$88,750.00	\$10,000.00	\$30,625.00	\$0.00	\$139,375.00
TOTAL	\$810,250.00	\$238,650.00	\$102,500.00	\$104,625.00	\$360.00	\$1,256,385.00
SOURCE OF FUNDS						
SURPLUS	\$303,950.00	\$228,650.00	\$102,500.00	\$104,625.00	\$360.00	\$740,085.00
GRANTS	\$254,300.00	\$10,000.00				\$264,300.00
BORROWING	\$53,000.00					\$53,000.00
RESERVES	\$199,000.00					\$199,000.00
TOTAL	\$810,250.00	\$238,650.00	\$102,500.00	\$104,625.00	\$360.00	\$1,256,385.00

SCHEDULE "A" TO BYLAW NO. 566-1997

1997 TAX RATES

TAX RATES (DOLLARS OF TAX PER \$1,000 OF TAXABLE VALUE)

		A	B	C	D	E
<u>MUNICIPAL RATIO</u>	<u>PROPERTY CLASS</u>	<u>GENERAL MUNICIPAL</u>		<u>REGIONAL HOSPITAL</u>		<u>REGIONAL DISTRICT</u>
1.00 : 1	RESIDENTIAL	3.9800		0.3156		0.9702
10.0423 : 1	UTILITIES	39.9684		1.1047		3.3957
3.6357 : 1	LIGHT INDUSTRY	14.4700		1.0731		3.2987
2.1231 : 1	BUSINESS & OTHER	8.4500		0.7733		2.3770
2.1432 : 1	REC/NON PROFIT	8.5300		0.3156		0.9702
1.4397 : 1	FARM	5.7300		0.3156		0.9702