

THE CORPORATION OF THE VILLAGE OF BURNS LAKE

BY-LAW NO. 725

Being a By-law to provide Fire Protection to the Burns Lake Rural Fire Protection Local Service Area.

WHEREAS, the Regional District of Bulkley-Nechako has established the Burns Lake Rural Fire Protection Local Service Area for the provision of Fire Protection,

AND WHEREAS the Regional District of Bulkley-Nechako has applied to the Corporation of the Village of Burns Lake to provide Fire Protection to the Burns Lake Rural Fire Protection Local Service Area,

AND WHEREAS, the Corporation of the Village of Burns Lake may, pursuant to section 517, of the Municipal Act being Chapter 323 R.S.B.C. 1996, enter into an agreement for the furnishing of Fire Protection;

NOW THEREFORE, the Council of the Corporation of the Village of Burns Lake, in open meeting assembled, enacts as follows:

1. This By-law may be cited as " The Corporation of the Village of Burns Lake Rural Fire Protection Local Service Area Agreement By-law No. 725, 1997".
2. The Corporation of the Village of Burns Lake agrees to provide fire protection to the Burns Lake Rural Fire Protection Local Service Area in accordance with the terms of an agreement between the Corporation of the Village of Burns Lake and the Regional District of Bulkley-Nechako attached hereto as Schedule "A" and forming part of this By-law.

3. The Village of Burns Lake Fire Protection Agreement By-law No. 281, 1971 is hereby repealed.

4. This By-law shall take effect on the date of its registration in the office of the Inspector of Municipalities.

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 9th day of December, 1997.

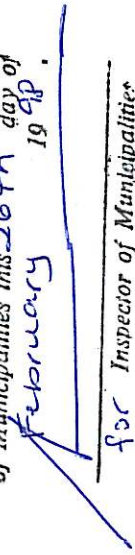
RECONSIDERED and adopted this 9th day of December, 1997.


MAYOR


CLERK/TREASURER

Certified to be a true copy of the "Corporation of The Village of Burns Lake Rural Fire Protection Local Service Area Agreement By-Law # 725, 1997".


CLERK/TREASURER

A true copy of By-law No. 725 registered in the office of the Inspector of Municipalities this 26th day of February 1997.

for Inspector of Municipalities

SCHEDULE "A"

BYLAW NO. 725

THIS AGREEMENT , made the _____ day of _____ in the year of our Lord One Thousand Nine Hundred and Ninety Seven.

BETWEEN:

THE CORPORATION OF THE VILLAGE OF BURNS LAKE,
Box 570, Burns Lake, B.C. V0J 1E0
(hereinafter referred to as "the Village")

AND:

OF THE FIRST PART

THE REGIONAL DISTRICT OF BULKLEY NECHAKO,
Box 820, Burns Lake, B.C., V0J 1E0
(hereinafter referred to as "the Regional District")

OF THE SECOND PART

WHEREAS:

- A. The Regional District has adopted the "Burns Lake Rural Fire Protection Local Service Establishment Bylaw No 939, 1996, which provides for the provision of fire protection for a portion of Electoral Area "B" by the Village of Burns Lake.
- B. The Regional District and Village wish to specify the means of allocating funds and providing fire protection by way of a contractual agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of mutual covenants and agreements herein contained, the parties hereto covenant and agree each with the other as follows:

1. The Village undertakes to provide fire suppression services to the residents of the Burns Lake Rural Fire Protection Local Service Area shown on Schedule "A", to "Burns Lake Rural Fire Protection Local Service Area Bylaw No 939, 1996" in the same manner and to the same extent as is provided to the residents of the Village of Burns Lake except as provided in this agreement and taking into account that differing supplies of water may exist (ie. fire hydrants within the Village).
2. The Regional District, on behalf of the local service area, undertakes to pay the Village an annual sum in compensation for the provision of the said service (annual operating, capital costs and contributions to reserves) during the lifetime of this Agreement as hereinafter determined. The Regional District shall be responsible for paying all of the cost of any necessary signage in the local service area.
3. The formula for the calculation of the amount due in Section 2, shall be the Net Taxable Converted Assessed Values for Land and Improvements under the Hospital District Act in the local service area, divided by the Total Net Taxable Converted Assessed Values for Land and Improvements under the Hospital District Act in both the Village and the local service area, multiplied by the total costs (annual operating, capital costs and contributions to reserves) to the Village for providing fire protection service to both the Village and the local service area.

(2)

4. The Electoral Area "B" Director of the Regional District shall be invited to participate in the formation of the Village's Fire Department Annual Provisional Budget, the annual costs as defined in 3 above of which shall be furnished to the Regional District in time to be included in the District's Annual Budget for that year, no later than March 1st. The approval of the fire department budget is the sole responsibility of the Village Council.
5. The Fire Department is to keep a record of fires within the Village of Burns Lake and the local service area for the benefit and information of both the Village and Regional District. The Regional District shall supply detailed maps of the local service area as per the instructions of the Fire Chief, said maps to be updated as requireu.
6. In the event that costs are incurred above and beyond the resources of the fire department, the property owner may be required to pay such costs.
7. The Village shall indemnify and save harmless the Regional District from any and all liability arising out of the provision by the Village of the fire suppression service contemplated by the agreement and arising from or contributed to by the negligence of the Village, its officers, employees, agents or contractors.
8. The Regional District shall indemnify and save harmless the Village from any and all liability arising from the provision by the Village of the fire suppression service contemplated by this agreement and arising out of or contributed to by the Regional District, its officers, employees, agents or contractors.
9. This agreement comes into force and takes effect on January 1, 1998
10. The procedures outlined in this Agreement shall apply to each succeeding year during the lifetime of this agreement.
11. This agreement may be terminated at the end of any calendar year by giving at least twelve months notice, in writing by either party to the other. Should the Agreement be terminated by the Regional District, both parties agree that all assets of the Fire Department shall remain the property of the Village of Burns Lake.

IN WITNESS THEREOF the said parties hereto have hereunto affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED)
on this day of)
by the Regional District of Bulkley Nechako)

Chairperson

) seal

Administrator

SIGNED, SEALED AND DELIVERED)
on this day of)
by the Village of Burns Lake)

Mayor

) seal

Clerk-Treasurer

THIS AGREEMENT , made the 18th day of December in the year of our Lord One Thousand Nine Hundred and Ninety Seven.

BETWEEN:

THE CORPORATION OF THE VILLAGE OF BURNS LAKE,
Box 570, Burns Lake, B.C. V0J 1E0
(hereinafter referred to as "the Village")

AND:

OF THE FIRST PART

THE REGIONAL DISTRICT OF BULKLEY NECHAKO,
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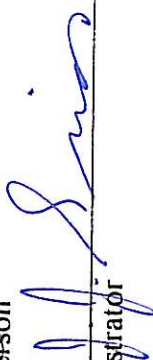
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IN WITNESS THEREOF the said parties hereto have hereunto affixed their seals the day and year first above written.


SIGNED, SEALED AND DELIVERED)
on this 18th day of December, 1997.)
by the Regional District of Bulkley Nechako)




Chairperson) seal


Administrator)

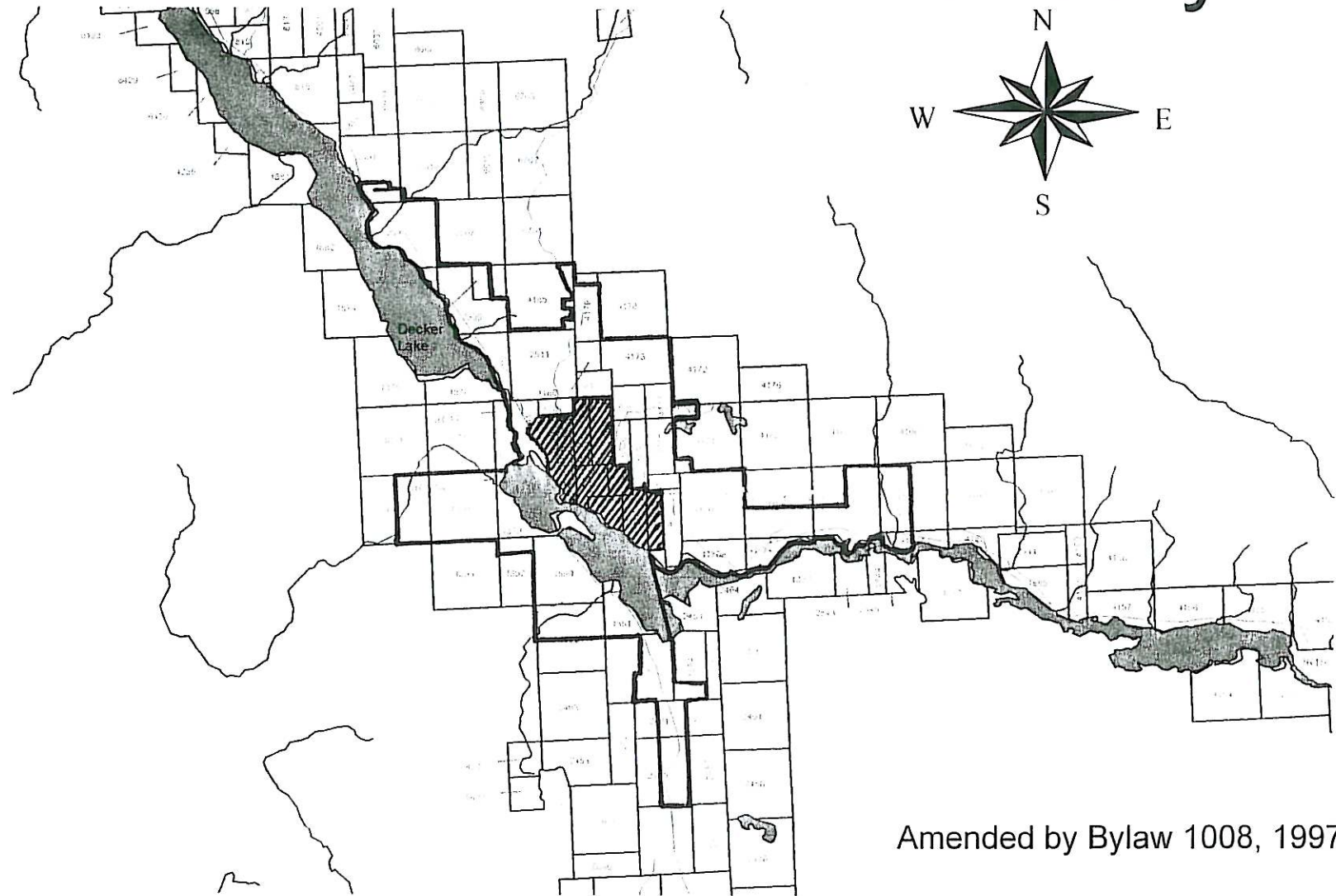
SIGNED, SEALED AND DELIVERED)
on this _____ day of _____)
by the Village of Burns Lake)



Mayor) seal


Clerk-Treasurer)

Burns Lake Rural Fire Protection Local Service Area Boundary



Amended by Bylaw 1008, 1997

