### THE RURAL MUNICIPALITY OF PROGRESS NO. 351

#### BYLAW NO. 02/2019

# A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES

The Council of the Rural Municipality of Progress No. 351 in the Province of Saskatchewan enacts as follows:

- 1. The Rural Municipality of Progress No. 351 is hereby authorized to enter in an Agreement for the purpose stated within the agreement, said agreement attached hereto and forming a part of this bylaw:
  - Exhibit "A": Between the Town of Kerrobert and the Rural Municipality of Progress No. 351.

Exhibit "B": Between the Town of Luseland and the Rural Municipality of Progress No. 351.

- 2. The Reeve and Administrator of the Rural Municipality of Progress, No. 351 shall be authorized to sign and execute the attached agreement identified as Exhibits "A" and "B" as modified and updated from year to year.
- 3. Bylaw 07/2014 is hereby repealed.



Kim Adams

Administrator

CERTIFIED A TRUE COPY of Bylaw 02/2019 adopted by resolution of council on this this 13th day of June 2019.

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MEMORANDUM OF AGREEMENT made this 1st day of Jondan, 2019

BETWEEN: The TOWN OF KERROBERT (herein after referred to as the Town)

and;

The RURAL MUNICIPALITY OF MARIPOSA No. 350
The RURAL MUNICIPALITY OF OAKDALE No. 320
The RURAL MUNICIPALITY OF PROGRESS No. 351
(herein after referred to as the Rural Municipalities)

WHEREAS the Town maintains and operates a Fire Department for the purpose of providing fire protection and rescue services within its boundaries; and

AND WHEREAS the Rural Municipalities is desirous of obtaining the services of the fire fighting and resous services from the Town;

NOW THEREFORE in consideration of the premises, conditions, covenants and provisions hereinafter contained and set forth, the parties hereto agree as follows:

All relevant municipal, provincial, and federal legislation will be adhered to during the term of this Agreement,

- 1. The Town covenants and agrees to provide fire fighting services to the Rural Municipalities, commencing from January 1, 2019 to December 31, 2023.
- 2. The fire fighting and rescue services as provided by this agreement shall be subject to the availability of manpower and equipment, and the Town will provide such services to the Rural Municipalities as far as is feasible, on a fee for service basis.
- 3. The Fire Chief of the Town shall have the sole discretion to determine what assistance can be given, including what the number of firemen to be dispatched and what equipment and assistance can be made available, in accordance with Occupational Health and Safety regulations, and shall have the right to withdraw such assistance when and to the extent that, in his judgment, circumstances and his responsibilities require him to do so.
- 4. The Pire Chief or his designate shall be considered the Officer in Charge of the Fire/Rescue scene.
- 5. Response of the Fire Department to a fire or rescue call shall be deemed to begin when the call is received by the Kerrobert Volunteer Fire Department, and costs for manpower and equipment shall be charged until all equipment is deemed "back in service" at the Fire Hall. "Back in Service" is deemed to mean all fire fighting and rescue equipment is cleaned, services and ready to be used in response to a call, if needed.

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6. a. An Annual Agreement Fee shall be invoiced and forwarded to the Rural Municipality of Mariposa No. 350, Rural Municipality of Oakdale No. 320 and the Rural Municipality of Progress No. 351, regarding the Expenditures as follows:

The TOWN OF KERROBERT(31%) - \$8680.00
The RURAL MUNICIPALITY OF MARIPOSA No. 350(27%) - \$7560.00
The RURAL MUNICIPALITY OF OAKDALE No. 320(21%) - \$5880.00
The RURAL MUNICIPALITY OF PROGRESS No. 351(21%) - \$5880.00

b. These percentages are based on population, assessment, coverage area, call volumes and required equipment.

 c. Chief/Deputy will visit all the Rural Municipalities and Council meetings once per calendar year.

d. Bach Member of this agreement is responsible to have \$25000.00 to go towards the new truck on Dec 31, 2023.

e. All Municipalities hereby agree that all Fire donations received for a specific purpose during the term of this agreement shall be placed in the Kerrobert Fire Account and remain there until applied to the specific purpose, as approved by committee.

f. All revenue created yearly will be placed within the Kerrobert Fire Account to assist at the committee's discretion on purchases/deficit years and must be voted on by the committee.

g. The Town of Kerrobert and the Rural Municipalities are responsible to supply available equipment that may be required within their jurisdiction.

h. Any Fire bills not paid within the Town or the Rural Municipalities must be paid by Dec 1 each calendar year.

 Each of the Rural Municipalities shall have their Annual Agreement Fee Payment to the Town of Kerrobert by Feb 28th each year, and will be involced on or about January 1 of each year.

 Negotiations for a new fire agreement will begin one year prior to expiration of the current agreement.

- 7. If an invoice to the Rural Municipalities remains outstanding for more than sixty (60) days from the date of the invoice, or if payment of an Annual Agreement fee is not received by the Town by the date indicated in Section 7(1) above, the Town reserves the right to refuse to attend any further calls to the Rural Municipalities until the respective fees are paid.
- The Town of Kerrobert will circulate, each year in February, a preliminary budget to
  each contributing municipality for their review and approval. Approval must be
  received by the Town no later than March 15.
- 9. All yearly rate changes to be approved by the Town of Kerrobert and the RM's.

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IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested by their property officers in that behalf on the day and year first written.

TOWN OF KERROBERT

	يراما شنوست سنمورك
SEAL	Mayor
R.M. of MARIPOSA No. 350	Administrator  Dele New Lithur  Reeve
SEAL	Reeve Kaxley Williams
R.M. of OAKDALB No. 320	Administrator PALIT
SBAL	Regve PROVINCE BASKATCH ILL
RM of PROGRESS No. 351	Administrator No. 820
SBAL	Reeve Kim Adamo Administrator

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#### FIRE AGREEMENT

#### SCHEDULE "A"

# FIRE/RESCUE SERVICE CHARGES:

The following fire and rescue service charges shall be charged for all services provided under this agreement:

## KERROBERT FIRE AND RESCUE

#### **2019 RATES**

PUMPER 1 \$700.00/HOUR **PUMPER 2** \$500.00/HOUR QUICK RESPONSE \$350.00/HOUR WILDLAND \$350.00/HOUR RESCUE 1 \$600.00/HOUR WATER TRUCK/TANKER \$300.00/HOUR **FALSE ALARM** \$300.00/HOUR **FALSE ALARM ARRIVED** \$500.00/HOUR **CLEAN UP** \$280.00/HOUR SGI MVA RATE \$918.00/HOUR

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IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested by their property officers in that behalf on the day and year first written.

TOWN OF KERROBERT	
SEAL	Mayor
R.M. of MARIPOSA No. 350	Admithistrator  Admithistrator  Reeve  Reeve
SEAL	
R.M. of OAKDALB No. 320	Administrator Administrator
SBAL	Reeve PROVINCE BASKATCHA 1
RM of PROGRESS No. 331	Administrator No. 820  Administrator No. 820
SBAL	Administrator  No. 820  Reeve  Administrator  Resve  Administrator  Resve  Administrator

Exhibit "B"

#### MEMORANDUM OF AGREEMENT

THIS AGREEMENT made in duplicate, this 10 iday of October, A.D., 2017

**BETWEEN:** 

THE RURAL MUNICIPALITY OF PROGRESS NO. 351 in the Province of Saskatchewan.

HEREINAFTER referred to as the Party of the First Part.

AND

TOWN OF LUSELAND, in the Province of Saskatchewan,

HEREINAFTER referred to as the Party of the Second Part.

WHEREAS THE TOWN OF LUSELAND maintains a Fire Fighting Unit, facilities and volunteers who engage in the process of combating fires;

AND WHEREAS THE RURAL MUNICIPALITY OF PROGRESS NO. 351 is desirous of obtaining services of the Fire Fighting Unit, facilities and volunteers operated and maintained by the TOWN OF LUSELAND;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements herein contained, the RURAL MUNICIPALITY OF PROGRESS NO. 351 and the TOWN OF LUSELAND hereby agree as follows:

- 1. THAT the TOWN OF LUSELAND will supply Fire Fighting Unit or Units, equipment and personnel to the RURAL MUNICIPALITY OF PROGRESS NO. 351 upon request of any resident of the Rural Municipality of Progress No. 351.
- 2. THAT, in consideration for the said service, the RURAL MUNICIPALITY OF PROGRESS NO. 351 will pay an annual sum unto the TOWN OF LUSELAND in the amount of FIVE THOUSAND FIVE HUNDRED (\$5,500.00) DOLLARS, payable on or before the 30th day of June, 2018 and each subsequent June 30 until termination of this Agreement.
- 3. THAT, in further consideration for the said service, the TOWN OF LUSELAND shall invoice the owner of any damaged premises or property who uses the services herein before mentioned on a fee for services basis as set out below:
  - (a) The sum of SEVEN HUNDRED DOLLARS (\$700.00) per hour or portion thereof for use of the pumper truck;
  - (b) The sum of FOUR HUNDRED DOLLARS (\$400.00) per hour or portion thereof for use of the secondary pumper truck;
  - (c) The sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per hour or portion thereof for use of the rescue vehicle;
  - (d) Firemen's wages;
  - (e) A flat fee of \$250.00 for a false alarm.
- 4. THAT the RURAL MUNICIPALITY OF PROGRESS NO. 351 undertakes to make payment of the said fee for services to the TOWN OF LUSELAND in the event of non-payment by the owner of any damaged premises or property within its municipality who uses the services herein mentioned.
- 5. THAT the TOWN OF LUSELAND will not charge any mileage for the above services.
- 6. THAT the RURAL MUNICIPALITY OF PROGRESS NO. 351 will pay to the TOWN OF LUSELAND a portion of the costs of any training modules for the volunteer firemen, the amount payable to be mutually agreed upon.
- 7. THAT the RURAL MUNICIPALITY OF PROGRESS NO. 351 will pay to the TOWN OF LUSELAND a portion of the costs of any repairs to the fire-fighting equipment, the amount payable to be mutually agreed upon.

IN CONSIDERATION of the covenants and premises herein contained, the Parties hereto further agree between themselves, as follows:

Notwithstanding any of the foregoing provisions, the Party of the Second Part shall be relieved of all liability, obligation or duty to the Party of the First Part or any person resident within the RURAL MUNICIPALITY OF PROGRESS NO. 351 at a time when the fire fighting equipment and personnel of the Party of the Second Part are engaged in fire fighting duties within its own corporate limits, or in the event

that the fire fighting facilities are already engaged at a location within the Village of Denzil, the Rural Municipality of Grass Lake No. 381, the Rural Municipality of Heart's Hill No. 352, or elsewhere within the Rural Municipality of Progress No. 351.

This Agreement shall be of force and effect from the effective date, and shall continue in effect until terminated by either Party upon thirty days written notice of such effect delivered to the other party.

This agreement shall be binding upon the parties hereto, their representatives, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part has hereunto caused its seal to be affixed hereunto, duly attested to be the hands of its proper officers this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ . A.D. 2017.



RURAL MUNICIPALITY OF PROGRESS NO. 351 Per:

Reeve

Administrator

IN WITNESS WHEREOF the Party of the Second Part has hereunto caused its seal to be affixed hereunto, duly attested to be the hands of its proper officers this \_\_\_\_\_\_\_ day of

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TOWN OF LUSELAND

Per:

Administrator