

Rural Municipality of Eldon No. 471

BYLAW No. 137

**A BYLAW TO PROVIDE FOR ENTERING INTO
AN AGREEMENT WITH OTHER MUNICIPALITIES
TO PROVIDE FIRE PROTECTION.**

The Council of the Rural Municipality of Eldon No. 471, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Eldon No. 471 is hereby authorized to enter into an agreement with the following municipalities, the terms of which are attached hereto and marked Exhibit "A", for the purpose of providing fire protection as outlined in the agreement:
 - Town of Maidstone
 - R.M. of Hillsdale No. 440
 - R.M. of Paynton No. 470
 - Village of Waseca
2. The Reeve and Administrator of the Rural Municipality of Eldon No. 471 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A" herebefore referred to.
3. Bylaw No. 130 is hereby repealed.

Reeve

(S E A L)

Administrator

Certified a true copy of Bylaw No. 137
adopted by resolution of Council on the
14th day of March, 1997.

Administrator
Rural Municipality of Eldon No. 471

This Agreement made this 14th day of March, 1997.

BETWEEN:

The R.M. of Eldon No. 471
The Town of Maidstone
R.M. of Hillsdale No. 440
R.M. of Paynton No. 470
Village of Waseca

municipal corporations, in the Province of Saskatchewan, hereinafter referred to as municipalities or municipality (as the case may be)

1. Fire protection shall be proved within the boundaries of:

R.M. of Eldon No. 471 - the whole municipality

R.M. of Paynton No. 470:
- Section 7 and Sections 13 to 36 in Tp. 47, Rge. 22.

R.M. of Hillsdale No. 440:
- NW¹/₄ 19 and Sections 29 to 32 in Tp. 45, Rge. 23.
- N¹/₂ 21, Sections 22 to 28 & 32 to 36 in Tp. 45, Rge. 24.
- All Tp. 46, Rge. 23.
- Sections 1 to 5, Sections 8 to 17, Sections 19 to 36 in Tp. 46, Rge. 24.

And the corporate limits of the:

Town of Maidstone

Village of Waseca

This above area is hereafter referred to as the “fire protection area”.

2. (a) This Agreement hereby establishes the Maidstone Waseca and District fire board to administer the provision of fire protection services required in the fire protection area.

(b) The Maidstone Waseca and District fire Board shall appoint the Fire Chief and the Deputy Fire Chiefs for the fire protection area.

(c) The Maidstone Waseca and District Fire Board, hereafter in this Agreement referred to as the Board, shall be made up of the following members to be appointed annually in January:

Appointed Directors, with full voting privileges:

2 by the R.M. of Eldon
2 by the Town of Maidstone
1 by the Village of Waseca
1 by the R.M. of Hillsdale
1 by the R.M. of Paynton

(d) Other Members with no voting privileges:

The Emergency Measures Organization Co-ordinator from each of the urban and rural municipalities.

The Fire Chief and in his absence the Deputy Fire Chief or designate for the fire protection area.

A Secretary Treasurer appointed by the board annually. This person shall be any bondable person.

3. The board shall operate with its fiscal year being the calendar year. The Board shall also on or before March 1st each year finalize an annual budget and advise the municipalities of the requisition for the current year. A copy of the audited financial statement of the Board for the previous year shall be supplied to each of the municipalities no later than march 31 of each year.
4. The fire protection service being provided to the area shall be financed on a requisition and user fee basis. The user fee shall be set by the Maidstone Waseca and District fire Board. User fees shall include an hourly rate for services, fire fighting supplies and outside services contracted and approved by the fire chief or his designate. Hourly rates shall be subject to approval by the member municipalities. Any invoices unpaid by the user within 60 days shall be forwarded to the member municipality for payment.
5. (a) The Board's annual budget shall be divided into the following 3 components:

- (1) Capital:
Shall provide funds for the purchase and replacement of all capital assets necessary to provide fire protection. This shall include funding for:
 - (a) land and buildings.
 - (b) fire truck(s).
 - (c) fire fighting equipment.
 - (d) a Capital Replacement fund to allow for the accumulation of funds for the replacement of major capital assets.
 - (e) other capital assets identified by the Board.

The Capital component of the budget will be requisitioned from the member municipalities based on the following formula:

$$A's \text{ levy} = B \times \left(\frac{A's \text{ pop.}}{\text{Fire area pop.}} + \frac{A's \text{ assess.}}{\text{Fire area assess.}} \right) + 2$$

where: A = the member municipality.
B = the total Capital component of the budget less the transfer from the Variable Operations budget.
pop. = the population in the fire protection area as per the last Canadian census.
assess.=the member municipality's total assessment for taxation or grant-in-lieu purpose in the fire protection area as per the member municipality's previous years confirmed assessment roll.

- (2) Fixed Operations:
Shall provide funds for those operating costs which are not tied directly to fighting fires. The Fixed Operations budget shall include:
 - (a) fire alarm and fire phone costs.
 - (b) fire hall utility and maintenance costs.
 - (c) firemen's training costs.
 - (d) 50% of administration costs.
 - (e) insurance costs.
 - (f) other fixed costs identified by the Board.

The Fixed Operations component of the budget shall be funded by using the same formula as used for the Capital component of the budget with “B” in the formula being the Fixed Operations annual budget.

- (3) Variable Operations;
Shall provide funds for those operating costs which are tied directly to fighting fires. The Variable Operations budget shall include:
- (a) firemen’s wages for fighting fire.
 - (b) 50% of administration costs.
 - (c) fire truck(s) operation, maintenance and repair costs.
 - (d) fire fighting equipment operation, maintenance and repair costs.
 - (e) a sum equal to 5% of the Variable Operations budget shall be transferred to the Capital component of the budget.
 - (f) other costs identified by the Board.

The Variable Operations component of the budget shall be funded from user fees collected for services provided outside the fire protection area with the balance of the Variable Operations budget being funded by a levy on the member municipalities according to the following formula:

$$A's\ levy = C \times D + E$$

where: A = the member municipality.

C = the total Variable Operations component of the budget less user fees from outside the fire protection area.

D = A’s total fire fighting man hours in the preceding 5 years.

E = the total fire fighting hours within the fire protection area in the preceding five years.

- (b) The maximum accumulation in the Capital Replacement Fund shall be \$100,000 unless agreed to by resolution by all member municipalities.
 - (c) To establish each municipalities share of the Variable Budget for the Board’s initial year of operation the fire fighting hours for the preceding 10 years shall be used in the formula in Section 5.(a)(3) instead of the five years referred to in that Section. Thereafter the formula in Section 5.(a)(3) shall be used using the preceding five years fire fighting man hours.
 - (d) The minimum contribution by any municipality shall be 1/4 of 1% of each Budget.
 - (e) The maximum annual total of all three Budget components shall be 1 mill on the total assessment of the fire protection area unless agreed to by resolution by all member municipalities.
6. The parties agree that ownership of all the existing fire fighting equipment owned by the Town of Maidstone, Village of Waseca and R.M. of Eldon, and currently used by the Maidstone Volunteer Fire Department and the Waseca Volunteer Fire Department, will transfer to the Board. This will include the fire halls, and the land on which they are situated, in the Town of Maidstone and the Village of Waseca.
7. User fees collected for hourly rate charges for the current year shall be submitted to the municipalities before March 1st of each year.
User fees collected from areas other than those covered by this agreement shall be retained by the Board.

8. (a) The Parties to the agreement may accept additional areas into the agreement upon

application by the municipality in which the area is located. The municipality wishing to join the fire protection area shall make a capital contribution to the Board as determined by the member municipalities.

- (b) Any areas that are not included in a fire protection area will be entered only at the request of the Rural Municipal Councillor for that division or the Administrator of that Rural Municipality and that Rural Municipality is responsible for the cost of the service.
- 9. (a) The Board shall make provision for manpower to operate the fire fighting equipment. The fire fighting manpower shall consist of a minimum of 30 members plus a fire chief.
- (b) The fire fighting manpower shall remain under the direction of the Fire Chief, and in his absence, his Deputy or any other person designated who is discharging his duties and responsibilities for the time being.
- 10. The board agrees to pay for the training of people in each municipality to assist in fire fighting.
- 11. In the event that fires occur simultaneously in a Town, village, Municipality or Municipalities, the Fire Chief shall have the sole discretion to determine what assistance can be given and what men and equipment can be made available for such fires.
- 12. For the purpose of the Agreement, the period of assistance shall be deemed to commence after the departure of the fire fighting unit directly to the fire, and end after the return of the fire fighting unit therefrom, taking into account any cleanup and/or setup/ takedown time required.
- 13. The Board shall endeavor to maintain reciprocal agreements with surrounding fire Protection areas to provide backup if required.
- 14. The Board shall protect, indemnify and save harmless the Fire Chief (or his designate), the Deputy Fire Chief and any person performing duties authorized by them from any action by any parties who feel aggrieved as a result of any decision made by them as provided for in this agreement.
- 15. This agreement shall be continuous but by unanimous consent of the parties hereto it may be amended or replaced by another agreement.
- 16. This agreement shall be reviewed by the parties of this agreement at least every 5 years.
- 17. This agreement shall come into force as of the date shown on this agreement.
- 18. It is further agreed that any one party may withdraw from this agreement by giving 1 clear calendar year notice in writing.
- 19. It is further agreed that in the event of a municipality withdrawing from this agreement, the initial capital contribution and any subsequent capital contributions made by the withdrawing party shall be subject to the following prorated system of forfeiture.

APPENDIX "A" TO BYLAW NO. 137 (cont.)

Complete years since
Capital Contribution
1

Percentage Repayable
0

2	0
3	0
4	60
5	50
6	40
7	30
8 and thereafter	0

20. It is further agreed that in the event of termination of this agreement the assets of the Board shall be distributed among the municipalities, which are a party to the agreement at the time of termination, in the same proportion as their capital contributions to the Board in the last five years.

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first written above.

R.M. of Eldon No. 471

Reeve

Administrator

Town of Maidstone

Mayor

Administrator

R.M. of Hillsdale No. 440

Reeve

Administrator

R.M. of Paynton No. 470

Reeve

Administrator

Village of Waseca

Mayor

Administrator