

BYLAW NO. 1, 1995.

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

The Council of the Rural Municipality of
Hillsdale No. 440 in the Province of Saskatchewan,
enacts as follows:-

1] The Rural Municipality of Hillsdale No. 440 is
hereby authorized to enter into an agreement,
attached hereto and forming part of this bylaw and
identified as Exhibit "A", with The Rural
Municipality of Eldon No. 471, The Town of
Maidstone, The Rural Municipality of Paynton
No. 470, The Rural Municipality of Manitou Lake
No. 442 and The Village of Waseca for the purpose
stated in the agreement.

2] The Reeve and Administrator of the Rural
Municipality of Hillsdale No. 440 are hereby
authorized to sign and execute the attached
agreement identified as Exhibit "A".


Reeve


Administrator

Certified a true copy of
Bylaw No. 1, 1995 adopted by
Resolution of Council on
the 6th day of April, 1995.


Administrator

APPENDIX "A" TO BYLAW NO. 1, 1995

This Agreement made this 22th day of November, 1995.

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 provided 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:
- NW $\frac{1}{4}$ 19 and Sections 29 to 32 in Tp. 45, Rge. 23.
- N $\frac{1}{2}$ 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 Chief 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

- 2.(c) 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.

An Administrator of a municipality appointed by the
Board who shall serve as Secretary of the Board.

3. The Board shall operate with its fiscal year being the calendar year. The Board shall also on or before March 1st in 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 Board but shall be subject to final approval by the Parties of this Agreement. Before any change can be made to user fees, the Board must obtain approval from the municipalities.
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:

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

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:

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

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 five 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 in the fire protection area in the current year shall be remitted to the municipality, in which they were collected, before March 1st of the following year. User fees collected from outside the fire protection area 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.

Complete years since Capital Contribution	Percentage Repayable
1	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

Donald C. Young
Reeve

John L. Schultz
Administrator

Town of Maldstone

Paul J. Smith
Mayor

Donna Bendig
Administrator

R.M. of Hillsdale No. 440

Mike M'Kee
Reeve

Quinn Snyder
Administrator

R.M. of Paynton No. 470

H. Ron Curcio
Reeve

[Signature]
Administrator

Village of Waseca

Herbert J. [Signature]
Mayor

[Signature]
Administrator

