

BYLAW NO. 05-2014

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT  
WITH THE TOWN OF PENSE TO ESTABLISH A  
FIRE PROTECTION DISTRICT

The council of the Rural Municipality of Pense No. 160, in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Pense No. 160 is hereby authorized to enter into an agreement with the Town of Pense, the terms of which are attached hereto and marked Exhibit "A".
2. The Reeve and Administrator of the Rural Municipality of Pense No. 160 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.
3. Bylaw No. 5-96 and Bylaw No. 07-2011 are hereby repealed.

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Reeve

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Administrator

**EXHIBIT A TO BYLAW NO 05-2014**

Memorandum of Agreement made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2015 A.D.

**Between:**

**The Town of Pense**

A municipal corporation of and in the Province of Saskatchewan,

-and-

**The Rural Municipality of Pense No.160**

A municipal corporation of and in the Province of Saskatchewan,

**WHEREAS** the parties hereto are desirous of providing in this Agreement for the following:

- a) An association of the municipalities hereto for the purpose of establishing a "fire protection district" and to provide fire protection services to all residents within its boundaries. (herein after called the "*District*")
- b) The constitution of a representative Committee to administer the operation of fire protection in the District (herein after called the "*Committee*") of said District in accordance with the boundaries as outlined in Section 2.
- c) The constitution of a representative Volunteer Fire Department to provide volunteer recruitment, training, and deliver fire protection services in the District (hereinafter called the *Fire Department*) OF SAID District in accordance with the boundaries as outlined in Section 2.
- d) The respective contribution of each municipality to the capital cost of furnishing the requisite equipment and storage facilities for utilization in fire protection in the District.
- e) The respective contribution of each municipality to the operating expenses incurred in providing fire protection in the said District.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**DEFINITIONS**

***District*** – shall be called the Pense Fire District (herein after called the District), comprised of the physical boundaries.

***Committee*** means the Pense District Volunteer Fire Department Committee which is comprised of two (2) Council members of the Town of Pense and two Council members of the Rural Municipality of Pense No 160.

***Executive*** shall be called the Pense District Volunteer Fire Department Executive and consists of the Fire Chief, two (2) deputy fire chiefs and a secretary.

***Municipalities*** shall refer to the Town of Pense and the Rural Municipality of Pense No 160.

***Fire Department*** means the Fire Chief and/or any other member of the Pense District Volunteer Fire Department.

**DISTRICT**

1. The District shall be called the *Pense District Volunteer Fire Department*.
2. The District shall provide services to the area detailed below:
  - a) The Town of Pense and all properties within its incorporated limits,
  - b) An area in the Rural Municipality of Pense No. 160 and all properties within its incorporated limits including the Hamlets of Keystown and Stony Beach as shown in bold on the attached map in Schedule A, and hereafter referred to as the *Pense Rural Fire Protection Area*,
  - c) Further it is agreed by the parties hereto, that the services provided by the District, shall be to contain any fire occurring in the said municipalities.
3. The District shall whenever possible and at the discretion of the Fire Chief or a designate, provide such firefighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area in the District as outlined in the area described in clause 2.
4. The District may at the discretion of the Fire Chief or a designate, respond to requests for assistance made by another fire department outside the Rural Municipality of Pense No 160, the area known as the Pense Rural Fire Protection Area, or from Municipalities covered under Mutual Aid Agreements.
5. The District shall establish fees or rates, as set out in Schedule B, hereinafter referred to as *fire call out fees*, to be charged to the respective municipality, when fire protection or rescue services are provided within the incorporated boundaries of the District.

6. The District may respond to alarms or calls from the respective municipalities whether or not steps have been taken to authenticate or confirm that the reported emergency or hazard actually exists. The District shall further be entitled to respond to calls from any person declaring to be located within the boundaries of the District, whether or not this can be confirmed. In the event an alarm or call proves to be false, the District shall nevertheless charge the amounts determined in accordance with schedule B.

#### **DISTRICT NOT LIABLE**

7. The District, the Rural Municipality of Pense No. 160, or the Town of Pense shall not be liable for any damages or losses, which may be occasioned by the District's failure to respond to any alarm or call, relative to fire or other emergency in the District, or for any delay in responding to such alarms or calls.

#### **CAPITAL & OPERATING COSTS**

8. Each of the parties hereto shall contribute to the **capital costs** incurred in obtaining necessary fire-fighting equipment as follows:
  - a) **Town of Pense** 50%
  - b) **Rural Municipality of Pense No. 160** 50%
9. In addition to contributing to the capital costs of fire-fighting equipment as set out in clause 8 above, each party shall share in the cost of the annual **operating expenses** of the Committee's operations in the District as follows:
  - a) **Town of Pense** 50%
  - b) **Rural Municipality of Pense No. 160** 50%
10. The parties to this agreement recognize that the Town of Pense and the Rural Municipality of Pense No. 160 own existing fire-fighting equipment and that a detailed listing of this equipment is attached on Schedule C. Further, it is recognized that both parties currently share the Fire Hall operating and capital costs.

#### **COMMITTEE**

11. The Committee shall be called the *Pense District Volunteer Fire Department Committee*.
12. The Committee shall be composed of at least two (2) representatives from each of the municipalities to this Agreement. It is agreed that the Executive shall be entitled to nonvoting representation on the Committee.
13. The term of office of each representative appointed, by the said municipalities, to the Committee shall be one (1) full calendar year.
14. The Committee shall every two (2) years appoint from the members of the fire department, an **executive** that consists of four (4) members as follows:
  - a) Fire Chief,
  - b) Two (2) Deputy Chiefs,
  - c) Secretary
  - d) Appointments shall be made based on consultations or recommendations from a majority of the members of the fire department,
  - e) The Committee may delegate to the Fire Chief such powers, as the Committee shall, from time to time, deem appropriate,
  - f) The Committee and the Executive shall have at least one annual meeting, being held on or before April 1<sup>st</sup> in each year The Executive shall present to the Committee a preliminary operating budget for the current fiscal year and a three (3) year capital budget.
15. The Committee shall have the general power to conduct preliminary negotiations and to report back to the municipal councils of the municipalities named in this agreement as to their findings; to operate, maintain and use the fire-fighting equipment; to provide training to firefighters; and to recommend for payment.

#### **FIRE DEPARTMENT**

16. The fire department shall be called the *Pense District Volunteer Fire Department*
17. The municipalities agree that the fire department whenever possible and at the discretion of the Fire Chief or his designate, provide such firefighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area described in clause 2 and outlined on the map in schedule B.
18. The fire department shall be comprised of a minimum of 15 trained volunteer members with minimum standard training as set out by the executive, to provide the level of fire protection service desired by the District.

19. The fire department members shall provide a recommendation to the Committee on which members may be appointed to a fire department executive. The executive shall consist of four (4) members that include a Fire Chief, two Deputy Fire Chiefs and a secretary.
20. The Fire Chief, each Deputy Fire Chief and secretary shall hold office for a term of two (2) calendar years.
21. The fire department executive shall work with the Committee to develop and implement a standard operating procedures manual, hereinafter referred to as the *SOP*, which sets out specific fire fighting procedures and levels of protection or rescue services the fire department will provide to the District.
22. The *SOP* manual shall be adopted by the Committee and adopted by resolution of Council for each municipality. All future amendments to the *SOP* manual shall be adopted and ratified in the same manner.
23. The fire department executive shall provide a copy of the *SOP* manual and amendments to each member of the fire department.
24. The secretary to fire department executive shall whenever possible be present and record the minutes of all meetings and shall have charge of and possession of the Executive records. The secretary shall provide each member of the Committee a copy of all minutes of the Executive.

**FIRE SERVICE/RESPONSE FEES**

25. The Town of Pense shall be liable to pay only for those fires which take place within the incorporated boundaries and shall be charged in accordance with the rates outlined in Schedule B.
26. The Rural Municipality of Pense No 160 shall be liable to pay only for those fires which take place within their incorporated boundaries as Section 2 (b) and shall be charged in accordance with the rates outlined in Schedule B.
27. If the Pense District Volunteer Fire Department calls in a third party fire department any total costs incurred will be invoiced to the municipality of origin.
28. The municipalities shall agree that any surplus from the fire operating budget be reserved specifically for the Pense District Volunteer Fire Department.

**GENERAL**

29. The Town of Pense and the Rural Municipality of Pense No 160 agree to perform and do all acts necessary in order to ratify and confirm this Agreement. In particular, each municipality agrees to pass a bylaw ratifying the execution of this Agreement.
30. The municipalities agree to make payment of their share of the operating expenses of the Committee by levying an assessment on the population of their respective municipality in an amount sufficient to cover their share of the said costs.
31. In the event for any reason, it maybe become necessary to cancel this Agreement, the assets that are available for distribution after paying all liabilities, shall be paid to the respective municipalities in proportion to the sums paid in respect to their capital investment.

It is understood and agreed that this agreement shall commence on January 1, 2015 and be continuous. Any party to the Agreement may terminate the Agreement by giving 90 days' notice in writing. Any termination of this agreement shall not nullify any prior commitments, passed by resolution of the Committee or ratified by both Councils.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their proper signing officers.

**Town of Pense**

{SEAL}

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

{SEAL}

\_\_\_\_\_  
Administrator

**SCHEDULE A attached to Exhibit A**

**MAP OF THE PENSE RURAL FIRE PROTECTION AREA**

**SCHEDULE B attached to Exhibit A**

**Schedule of Rates for FIRE CALLOUT FEES**

1. \$750.00 for the first hour and \$250.00 for every hour after.
2. One hour minimum will be applied.
3. Time shall be calculated from the time a unit leaves the Pense Fire Hall until it returns. Any time lost through malfunction of firefighting equipment shall be deducted.

**SCHEDULE C attached to Exhibit A**

**Listing of Equipment**

1. Fire Fighting Equipment consisting principally of but not limited to hoses, pumps and motors, tools and gas masks.
2. 1966 Cab Over Chassis s/n G70U793153 including Thibault Built Fire Pumper Manufacturer #16652
3. First Responders Kit Supplies
4. Portable Water Tank (Plastic) and Carrying Case
5. 1980 GMC Van used as a Fire Fighting Emergency Vehicle
6. Portable Defibrillator – Life Pak 500, Bisphasic with Voice DE-0180, including 2 non rechargeable Battery Paks and quick combo electrodes
7. 1989 Ford Firefighting Equipment Bus s/n 1FDJ437H6kHA65941
8. 1980 Western Star 4864 Model Water Truck s/n LONC1VG904920
9. 1987 Spartan Superior Fire Truck s/n 159BT6D07HC185114