

TOWN OF EATONIA
BYLAW NO. 4/19

A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE
RURAL MUNICIPALITY OF CHESTERFIELD NO. 261 AND THE
RURAL MUNICIPALITY OF NEWCOMBE NO. 260 TO
ESTABLISH A DISTRICT FIRE DEPARTMENT BY AGREEMENT

WHEREAS it is deemed desirable by the Council of the Town of Eatonia to enter into an agreement with the Rural Municipality of Chesterfield No. 261 and the Rural Municipality of Newcombe No. 260 to establish a Fire Protection District to be known as the CEN. Fire Protection Association and to provide fire protection services to all residents within its boundaries.

NOW, THEREFORE, the Council of the Town of Eatonia in the Province of Saskatchewan enacts as follows:

1. The Mayor and Administrator are hereby authorized to execute under the seal of the Town of Eatonia an agreement in writing between the Town of Eatonia, Rural Municipality of Chesterfield No. 261 and Rural Municipality of Newcombe No. 260 for the purpose of establishing the CEN Fire Protection Association and to provide fire protection services to all residents within its boundaries.
2. The Memorandum of Agreement made between the Town of Eatonia, Rural Municipality of Chesterfield No. 261 and Rural Municipality of Newcombe No. 260 which agreement is attached hereto as Exhibit "A" to this bylaw, the terms of which agreement are hereby incorporated herein, adopted, ratified and confirmed.
3. Bylaw No. 4/06 is hereby repealed.

Read a first time this 10th day of December, 2019.

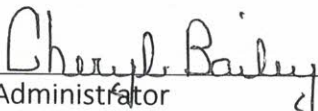
Read a second time this 10th day of December, 2019.

Read a third time this 10th day of December, 2019.



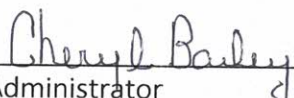


Mayor



Administrator

Certified a true copy of Bylaw No. 4/19
Adopted by resolution of Council on the
10 day of December, 2019.



Administrator



Exhibit "A" to Bylaw No. 4/19

Memorandum of Agreement made this 10th day of December, 2019 A.D.

Between:

Town of Eatonia

A municipal corporation of and in the Province of Saskatchewan,
Hereinafter referred to as
THE PARTY OF THE FIRST PART

-And-

Rural Municipality of Chesterfield No. 261

A municipal corporation of and in the Province of Saskatchewan
Hereinafter referred to as
THE PARTY OF THE SECOND PART

-And-

Rural Municipality of Newcombe No. 260

A municipal corporation of and in the Province of Saskatchewan
Hereinafter referred to as
THE PARTY OF THE THIRD PART

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

- a) An association of the parties hereto for the purpose of establishing a "fire protection district" and to provide fire protection services to all residents within its boundaries (hereinafter called the "Association").
- b) The constitution of a representative Committee to administer the operation of fire protection in the District (hereinafter called the "Committee") of said Association in accordance with the boundaries as outlined in section 2.
- c) The constitution of a representative 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 clause 2.
- d) The respective contribution of each party 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 party to the operating expenses incurred in providing fire protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ASSOCIATION:

1. The Association shall be called the "CEN Fire Protection Association".
2. The Association shall provide services to the area detailed below:
 - a) The Town of Eatonia and all properties within its incorporated limits;
 - b) The Rural Municipality of Chesterfield No. 261 and all properties within its incorporated limits;
 - c) An area in the Rural Municipality of Newcombe No. 260 shown in bold on the attached map in schedule "B", and hereinafter referred to as the CEN Fire Protection Area.
 - d) Further it is agreed by the parties hereto, that the services provided by the Association, shall be to contain any fire occurring in the said municipalities.
3. The Association 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 Association as outlined in the area described in clause 2.
4. The Association 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 Chesterfield No. 261 and Rural Municipality of Newcombe No. 260, the area known as the CEN Fire Protection Area, or from municipalities covered under Mutual Aid agreements.*
5. The Association shall establish fees or rates, as set out in Schedule "C", hereinafter referred to as "fire call out fees", to be charged to the respective municipality, subject to clause 23 and 24, when fire protection or rescue services are provided within the incorporated boundaries of the Association.

6. The Association 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 Association shall further be entitled to respond to calls from any person purporting to be located with the boundaries of the Association, whether or not this can be confirmed. In the event an alarm or call proves to be false, the Association shall nevertheless charge the amounts determined in accordance with Schedule "C".

ASSOCIATION NOT LIABLE:

7. The Association, the Rural Municipality of Chesterfield No. 261, the Rural Municipality of Newcombe No. 260, or the Town of Eatonia shall not be liable for any damages or losses, which may be occasioned by the Association's failure to respond to any alarm or call, relative to fire or other emergency in the Association, or for any delay in responding to such alarms or calls.

CAPITAL AND OPERATING COSTS:

8. Each party shall pay annually a percentage of the levy requested by the Association to contribute towards capital costs incurred in obtaining necessary fire-fighting equipment as follows:
 - a) Town of Eatonia 17%
 - b) Rural Municipality of Chesterfield No. 261 55%
 - c) Rural Municipality of Newcombe No. 260 28%The Association shall invest this levy in a savings account for future capital purchases.
9. In addition to contributing to the capital costs of fire-fighting equipment as set out in clause 8 above, each party shall pay annually a percentage of the levy requested by the Association to cover operating expenses of the said Association as follows:
 - a) Town of Eatonia 17%
 - b) Rural Municipality of Chesterfield No. 261 55%
 - c) Rural Municipality of Newcombe No. 260 28%

TOWN OF EATONIA:

10. Make space available in the fire hall owned by the Town of Eatonia to house the pumper truck, equipment and appurtenances owned by the Association.

COMMITTEE:

11. The Committee shall be called the "CEN Fire Protection Association Committee".
12. The Committee shall be composed of the following four (4) voting representatives from the parties to this Agreement:
 - a) One (1) council member from the Town of Eatonia
 - b) One (1) council member from the R.M. of Newcombe No. 260
 - c) Two (2) council members from the R.M. of Chesterfield No. 261
13. Additional non-voting representation on the Committee is as follows:
 - a) One (1) administrative staff member from one of the parties to this Agreement
 - b) Fire Chief or in his absence the Deputy Fire Chief of the Eatonia Fire Brigade
 - c) Available members from the Eatonia Fire Brigade as needed or as set by the Chair
14. The term of office of each representative appointed, by the said municipalities, to the Committee shall be one (1) full calendar year.
15. The Committee may delegate to the Fire Chief such powers, as the Committee shall, from time to time, deem appropriate.
16. The procedure to be followed by the Committee in conducting its business meetings shall be as set out in Schedule "A" to this Agreement.
17. The Committee shall annually develop and provide to each council a budget containing estimated operation and capital costs for the next three calendar years.
18. All finances shall be under the control and custody of the Committee.
19. The Committee shall ensure that all revenue received for fees, donations and grants to the Association are made payable to the CEN Fire Protection Association and used for fire protection.
20. The Committee is responsible for the following expenses:
 - a) Wages to members of the Eatonia Fire Brigade for operating the truck and equipment in answer to calls, and otherwise assisting in fighting fires originating from the area described in clause 2.
 - b) Cost of the fire alarm telephone and siren.
 - c) Pay to the Town of Eatonia 45% of the total annual cost of power, energy and building insurance for the fire hall and town shop.
 - d) Costs to service the equipment, make necessary repairs, supply engine fuel, lubricants and any other supplies required to keep the equipment in operating condition.

FIRE DEPARTMENT:

- 21. The fire department shall be called the "Eatonia Fire Brigade".
- 22. The parties agree that the Eatonia Fire Brigade 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 calls or other requests for assistance originating from the area described in clause 2 and outlined on the map in Schedule "B".

FIRE SERVICE/RESPONSE FEES:

- 23. A call for the truck and equipment to fight more than one fire originating at the same time within the area described in clause 2 shall be at the discretion of the Fire Chief or a designate as to which fire takes precedence.
- 24. The parties agree that a fire call out fee shall be charged to the party where services are provided to any land within the said municipal boundaries. The call out fee shall be charged to the municipality, in accordance with the rates outlined in Schedule "C". The municipality may add to the taxes of the property where the services was provided any amount which remains unpaid at the end of the calendar year as per Section 369 of *The Municipalities Act*.

GENERAL:

- 25. The parties agree to perform and do all acts necessary in order to ratify and confirm this Agreement. In particular, each of the parties agrees to pass a bylaw ratifying the execution of this Agreement.
- 26. In the event for any reason, it may 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, 2020 and be continuous. Any party to this Agreement giving 90 days' notice in writing may terminate the Agreement. Any termination of this Agreement shall not nullify any prior commitments, passed by resolution of the Committee or ratified by the three 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 Eatonia



Mayor

Cheryl Bailey

Administrator

Rural Municipality of Chesterfield No. 261



K. Desouin

Reeve

Joshua McCulling

Administrator

Rural Municipality of Newcombe No. 260



Reeve

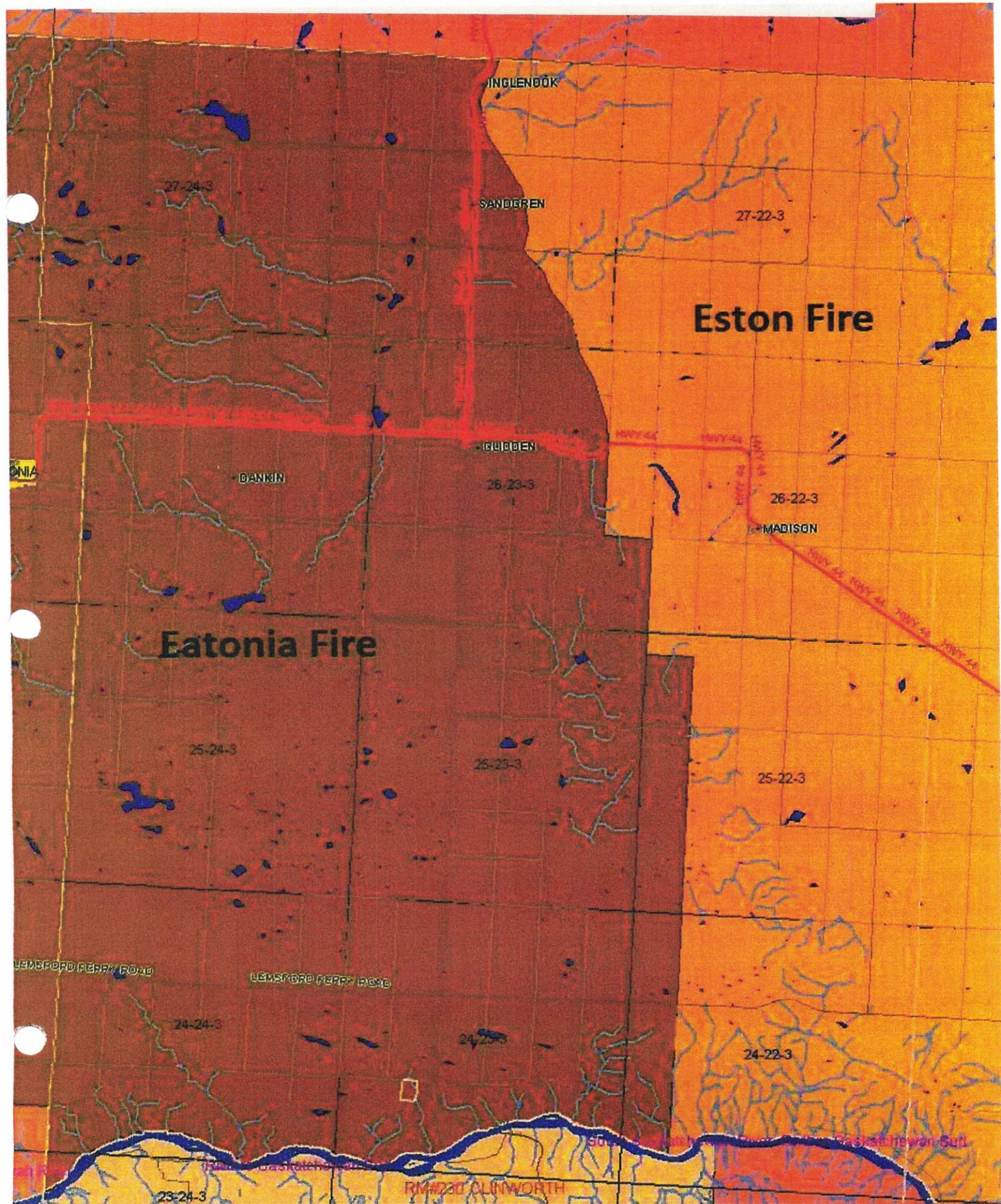
Buddecke

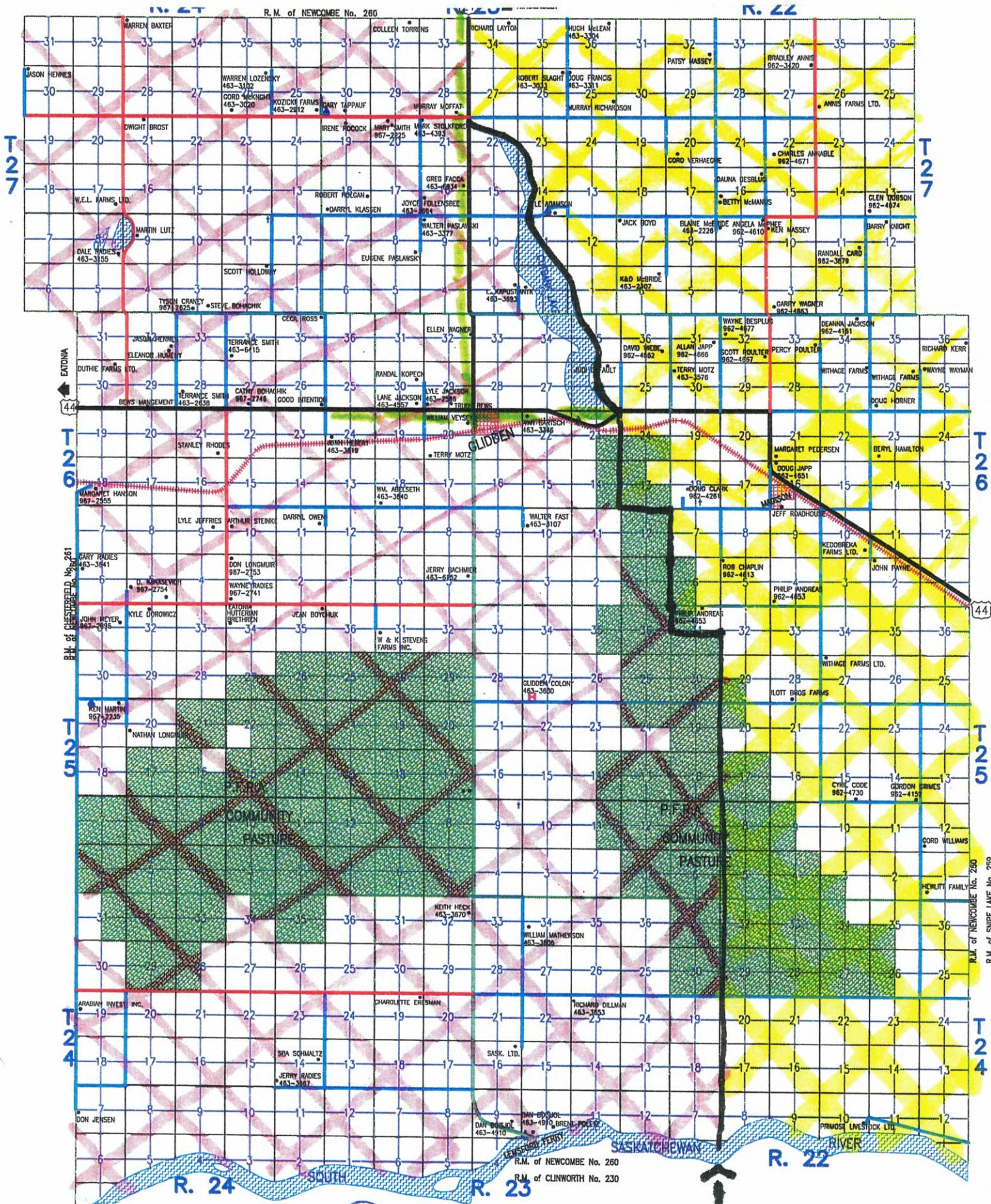
Administrator

Schedule "A" attached to Exhibit "A" and forms part of Bylaw No. 4/19

Bylaw of the "CEN Fire Protection Association Committee"

1. The Committee shall elect by vote, a Chairman, who shall hold office for one (1) year.
2. The administrative staff member shall whenever possible be present and record the minutes of all meetings of the Committee and shall have charge of and possession of the Committee records but shall have no voting powers.
3. The administrative staff member shall provide each member of the Committee and their respective Council with a copy of all minutes of all meetings of the Committee.
4. The Committee shall have at least one (1) regular meeting in each year held on or before the 1st day of April with all other meetings at such time as a majority of the Committee or the Chairman shall from time to time determine.
5. The Committee may by motion set regular meeting dates and times.
6. The administrative staff member shall call a special meeting of the Committee whenever requested to do so by the Chairman or by a majority of the members of the Committee.
7. No business shall be conducted at a regular meeting or special meeting of the Committee unless there is a quorum of three (3) voting members of the Committee present at the meeting when the meeting proceeds to business.
8. Any resolution of the Committee requiring financial contribution by any or all of the municipalities party to the Agreement constituting the Committee shall require a two-thirds (2/3) majority of the membership of the Committee approving said resolution, and shall be ratified by each of the parties to the agreement previously referred to.
9. Any other resolutions of the Committee shall require a simple majority of the quorum present at the meeting when the resolution is passed.





green line indicates minimum coverage for vehicle incidents Kindersley Department should be first call out.

↑ indicates new boundary Proposal

comments: indicates C.E.N. Fire District Proposed area indicates new Eston Fire District Proposed Area

RM of Newcombe proposed Incident Response

Schedule "C" attached to Exhibit "A" and forms part of Bylaw No. 4/19

Schedule of Rates for "Fire Call out Fees"

SERVICES PROVIDED	FEES CHARGED
Rural Call Out for the 1 st Hour	\$1,000.00
Urban Call Out for the 1 st Hour	\$1,000.00
Extra Call Out Hours Prorated After 1 st Hour	\$500.00 per hour prorated
Man Hours	\$15.00 per man per hour prorated
Extrication for the 1 st Hour	\$500.00
Extrication After the 1 st Hour	\$500.00 per hour prorated
Oil Field Call Out to Industrial Site	\$1,800.00
Non Production Call Out After 1 st Hour	\$450.00 per hour prorated
False Alarm Call Out	\$500.00
Single Engine Aircraft Tanker (SEAT)	As invoiced by the Provincial Government