THE RURAL MUNICIPALITY OF PROGRESS NO. 351

BYLAW NO. 02-2020

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT TO PROVIDE FIRE FIGHTING PROTECTION.

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 into agreement with the following:

   The Rural Municipality of Heart's Hill No. 352
   The Rural Municipality of Grass Lake No. 381
   The Town of Luseland
   The Village of Denzil

   To provide for fire protection to the members, terms of which are contained in Appendix "A", "B", "C", "D" and "E", attached hereto and forming part of this bylaw.

2. The Luseland and District Fire Protection Board is hereby directed and empowered to purchase and operate the required equipment for the purpose of providing fire protection services and to expand, in the future, to include rescue services.

3. The Luseland and District Fire Protection Board is hereby directed and empowered to charge a fee for firefighting and rescue services on behalf of the Town of Luseland, as per Section 8(1)(i) of the Municipalities Act.

4. This bylaw shall come into effect January 1, 2021.

RURAL MUNICIPALITY OF PROGRESS No. 351
PROVINCE OF SASKATCHEWAN

Reeve

Kim Adams

Administrator

CERTIFIED A TRUE COPY of Bylaw 02/2020
adopted by resolution of Council on this
2nd day of September, 2020

Kim Adams

Administrator

RURAL MUNICIPALITY OF PROGRESS No. 351
PROVINCE OF SASKATCHEWAN

Appendix "A"

To Bylaw No. 02-2020

Fire Protection Agreement

An Agreement to Provide Fire Protection and Therefore Form a Fire Protection Area.

1. The Town of Luseland, the Rural Municipality of Progress No. 351, the Rural Municipality of Grass Lake No. 381, the Rural Municipality of Heart's Hill No. 352 and the Village of Denzil (herein after referred to as "Contributing Members") hereby agree to enter into an agreement for the purpose of providing fire protection in accordance with the terms and conditions of this Appendix and Appendix "B", "C" , "D" and "E" as annexed to and forming part of this bylaw.

2. The Fire Protection area shall encompass the following area:

   The Town of Luseland;
   Of the Rural Municipality of Progress No. 351 – All of Divisions 6, 5, 4, 3, everything north of Hwy 51 in Division 2;
   Of the Rural Municipality of Grass Lake No. 381 – all of 38-25, all of 37-25, all of 37-24, all of 38-24, except sections 22, 23, 24, 25, 26, 27, 34, 35 and 36. All of 37-23, except sections 21, 22, 23, 24, 25, 26, 27, 28, 31, 32, 33, 34, 35 and 36;
   Of the Rural Municipality of Heart's Hill No. 352 – Everything east of Rge Rd 3274 (Highway 317), and everything north of Twp Rd 352
   The Village of Denzil

3. The area shall be known as "The Luseland & District Fire Protection Area" and shall be managed by a board to be known as "The Luseland & District Volunteer Fire Department Board." (Herein after referred to as the "Board")

4. The Board shall consist of the following representatives:

   -Three (3) members to be appointed by the Town of Luseland
   -Three (3) members to be appointed by the Rural Municipality of Progress No. 351
   -Two (2) members to be appointed by the Rural Municipality of Heart's Hill No. 352
   -Two (2) members to be appointed by the Rural Municipality of Grass Lake No. 381
   -One (1) member to be appointed by the Village of Denzil

5. The contributing members' annual contribution to the Board operation shall be assessed as follows:

Contributing members agree to allocate funds to finance the annual operating expense of the Board based on a percentage of the total membership of the fire protection district. The contribution figure is calculated using an assessment plus percentage of population in the fire protection district model. Total assessment was used as opposed to taxable assessment. The percentage to be used annually to calculate each member's contribution is as follows: See Appendix B – Funding Formula. Appendix B is an example only – an excel spreadsheet with calculations using 2019 Assessment figures and 2016 Census population data.

6. The funding excel spreadsheet will be used at the first Board meeting each year with previous year assessment figures and population given by member municipalities to calculate each member's annual operating contribution.

7. Annual operating fees will be paid no later then February 28 of the calendar year.

8. The Board shall develop a capital plan and any additional funds required for capital expenditures will be levied using the same formula as the operating levy.

9. The Town of Luseland shall surrender all fire equipment and supplies to the Luseland & District Volunteer Fire Department Board upon signing of this new fire agreement.

10. The Town of Luseland shall retain $60,000 from the current Town of Luseland fire reserve and turn over $32,739.43 to the Luseland & District Volunteer Fire Department Board upon formation and signing of this agreement; this will dissolve the Luseland fire reserve upon formation of the Board.

11. Any deficits incurred by the Board in the operation of the fire protection district shall be shared proportionally by the contributing members.

12. Nine of the eleven contributing members must approve the budget. Contributing members must report their acceptance or rejection of the budget to the chairperson of the Board forthwith.

13. Each contributing member agrees that all unpaid fees for service to taxable property shall be charged back to the municipality in which the property is located and the enforcement mechanisms provided under Section 369(2)(b) of *The Municipalities Act* may be used, adding the unpaid charges to property taxes.

14. This Agreement shall terminate on December 31, 2026. After termination of this agreement and where no new agreement can be resolved between the contributing members:
    -All non-financial assets will become the property of the Town of Luseland

    -All financial assets will be redistributed on the basis of the funding formula.

    -A member opting out forfeits all contributions to that point in time.

15. Any member who wishes to make changes or amendments to the agreement shall give 30 days written notice to the Board.

16. Any contributing member opting out of the agreement cannot do so until the end of the current year.

APPENDIX "C"

TO BYLAW NO. 02-2020

WORKING ARRANGEMENTS

1. The Board shall provide the equipment for the suppression of fires within the fire protection area.
2. In the case of fire in two locations the use of the equipment is at the discretion of the Fire Chief.
3. The Board consents to reciprocal agreements with other fire protection areas in the general area.
4. The participants, either jointly or independent of one another, agree to assign to the Board any grants they receive relating to fire protection. Any grants, so assigned, shall not form part of the contribution of one or the other.
5. The Town of Luseland owns the current fire hall, located at 201 A Griffin Street, in the Town of Luseland. The Luseland & District Volunteer Fire Board agrees to pay the Town of Luseland a monthly rental fee, as part of a negotiated rental agreement, to be determined upon the passing of this bylaw. The Luseland & District Volunteer Fire Board agrees that any future new fire hall shall be constructed within the Town of Luseland limits.
6. The Town of Luseland will maintain the insurance of the existing building until such time The Luseland & District Volunteer Fire Board builds a new fire hall.

APPENDIX "D"

TO BYLAW NO. 2-2020

CONSTITUTION OF THE BOARD

REGISTERED OFFICE

1. The registered office shall be situated in the Town of Luseland.

FISCAL YEAR END AND FINANCIAL ARRANGEMENTS

2. The fiscal year of the Board shall be the calendar year.
3. There shall be established an account in the Luseland Credit Union, for the purposes of depositing monies and paying expenditures of the Board. The signing officers for such account shall be the Chairperson or Vice-Chairperson and the Secretary/Treasurer. THE BOARD SHALL NOT HAVE THE POWER TO BORROW MONEY.

MEETINGS OF THE BOARD

4. The Board shall have a meeting a least once in every two months. The annual meeting shall not be considered a meeting of the Board.
5. A quorum at any meeting, except the annual meeting, shall be the majority of the Board members.
6. At regular and legally constituted meetings of the Board, all questions shall be decided by a simple majority and where:

   - in case of equality of votes, the motion shall be considered lost.

   -The Chairperson or other presiding officer shall vote on every motion, but shall not have a second or casting vote in the event of a tie.

   1. A Board member's seat shall become vacant, if he or she is absent from (3) three

   a. consecutive meetings of the Board. The group responsible for the Board member

   b. shall appoint another member to fill the vacancy for the remainder of the term.

BUDGET

7. Prior to February 1st of each year, the Board shall prepare an annual budget and submit same to participating members for approval of all revenue and expenditures proposed for the current year.

ANNUAL MEETING

8. Prior to April 30th of each year, the Board shall have an Annual Meeting of the ratepayers of all participating members.

AUDITOR

9. The Board shall appoint an auditor, whose qualification shall not be less than a Certified Management Accountant, who shall perform an audit review engagement of the board financial records prior to April 1st in each year. This appointment shall be at the pleasure of the Board.

DUTIES AND POWERS OF THE BOARD

10. The Board shall make the following annual appointments at its first meeting of each calendar year:

-Chairperson

-Vice Chairperson

-Secretary/Treasurer, who shall not be a Board Member.

Each appointee shall serve the office at the pleasure of the Board and shall serve in that capacity until his/her successor is appointed at the first meeting of the following calendar year.

11. The Chairperson shall:

-preside as chairperson at all meetings;

-be an ex-officio member of all appointed committees; and

-perform such duties and exercise such other powers as incidental to such office or as may be required, by the Board.

12. The Vice-Chairperson shall:

-in the absence of the chairperson discharge the duties of the chairperson.

13. The Secretary-Treasurer shall:

-attend all meetings of the Board and keep, or cause to be kept, correct minutes of same;

-enter in the minutes of every Board meeting, the names of the members of the Board present.

-submit copies of all minutes and statements of financial position showing: current receipts and payments up to an including the month just ended, the accumulated balance of each item from the beginning of the fiscal year, the reconciled bank and cash balanced to the end of that month and budgeted amounts after the adoption of the current budget.

-submit an audited financial statement to the participating members within 30 days of the audit;

-conduct all correspondence of the Board and have charge of all financial records, books, papers and documents of the Board.

-perform such other duties and exercises such other powers as are incidental to the office or as may be required by the Board, from time to time.

-shall not be a representative or employee of one of the Contributing members.

14. The Board shall purchase the necessary insurance to cover all equipment and firefighting personnel and appropriate liability coverage.
15. The Board shall, by resolution, at the first meeting each year set the service fees to be charged for ALL FIRES within the fire protection area for the use of all equipment at their disposal and revise such fees as they deem necessary from time to time.
16. Upon recommendation from the fire department, the Board shall appoint members to the fire department, including the ranking of officers, as they consider necessary to maintain the service to the residents in the fire protection area.

TOWN OF LUSELAND

Box 130, Luseland, Sask. S0L 2A0
Phone: 306-372-4218
Fax: 306-372-4700
Email: luseland@sasktel.net

November 27, 2020

RM of Grass Lake No. 381
PO Box 547
Luseland SK S0L 2A0

RM of Heart's Hill No. 352
PO Box 458
Luseland SK S0L 2A0

RM of Progress No. 350
PO Box 460
Luseland SK S0L 2A0

Village of Denzil
PO Box 100
Denzil SK S0L 0S0

Dear Councillors

RE: FIRE PROTECTION AGREEMENT

Enclosed for your records is a copy of a fully-executed Appendix E to the Fire Protection Agreement we have all entered into.

Sincerely,

Karyl Y. Richardson
Administrator
Town of Luseland

Enclosure

APPENDIX "E"

TO BYLAW NO.2-2020

AGREEMENT OF EXECUTION

The parties hereby agree to this FIRE PROTECTION AGREEMENT:

(i) By having their authorized officials sign below

(ii) By fixing their official seals, and

(iii) By dating this agreement.

1. THE TOWN OF LUSELAND

Mayor

Administrator

2. THE R.M. OF PROGRESS

Reeve

Administrator

3. THE RM OF GRASS LAKE

Reeve

Administrator

4. THE R.M. OF HEART'S HILL

Reeve

Administrator

5. THE VILLAGE OF DENZIL

Mayor

Administrator Nov 19/20