

RURAL MUNICIPALITY OF HEART'S HILL NO. 352

BYLAW NO. 4/24

**A BYLAW TO PROVIDE FOR THE ENTERING INTO AGREEMENT FOR THE
PURPOSE OF THE CONSTRUCTION OF A NEW FIRE HALL IN THE
TOWN OF LUSELAND**

The Council of the Rural Municipality of Heart's Hill No. 352, in the Province of Saskatchewan, enact as follows:

1. The Rural Municipality of Heart's Hill No. 352, is hereby authorized to enter into agreement with the following:

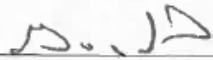
The Rural Municipality of Grass Lake No. 381

The Rural Municipality of Progress No. 351

For the purpose of the construction of a new Fire Hall in the Town of Luseland, terms of which are contained in Appendix "A", attached hereto and forming part of this bylaw.

2. This Bylaw shall come into effect April 4, 2024.





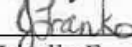
Reeve



Administrator

Read a third time and adopted this 4th day of April, 2024.

Certified a true copy of Bylaw No. 4/24
adopted by Resolution of Council on the
4th day of April, 2024.



Janelle Franko, Administrator



APPENDIX "A"

An Agreement between the Rural Municipality of Grass Lake No. 381, Rural Municipality of Heart's Hill No. 352 and Rural Municipality of Progress No. 351 to plan and oversee the construction of a fire hall for the Luseland and District Fire Protection Board.

Preamble:

Prior to 2021, the Town of Luseland provided Fire Protection services to the Town of Luseland and surrounding municipalities for a minimal annual service fee.

Through discussions between the Town of Luseland and the surrounding municipalities, it was felt that some major upgrades of fire protection vehicles and equipment were needed in order to provide continued quality service to the area.

As the cost of fire protection services, equipment, training, and vehicles have escalated dramatically over the years, it would be a huge financial burden for the Town of Luseland to carry alone.

Through continued discussion between the parties, it was decided that it would be advantageous for all parties to form a partnership to manage and meet the financial and future needs of the fire services for the area. January 1, 2021, the Luseland and District Fire Protection Board was formed.

Through discussions at the Luseland and District Fire Protection Board meetings, it was felt that one of the first steps to improving fire services in the town of Luseland and surrounding area would be to acquire a new hall. The old hall lacked space and was in need of general repairs and upgrades. A new hall would enhance the quality of service and keep the fire equipment protected and stored.

As not all members of the Luseland District Fire Protection Board were financially able to commit to the project in the near future, the members who were able to, with the consent of the non-contributing members, decided to form a Building Committee to finance and oversee the construction of a new fire hall in the Town of Luseland.

1. DEFINITIONS

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|----------------------|--|
| R.M. of Grass Lake | Shall mean the Rural Municipality of Grass Lake No. 381 as duly incorporated. |
| R.M. of Heart's Hill | Shall mean the Rural Municipality of Heart's Hill No. 352 as duly incorporated. |
| R.M. of Progress | Shall mean the Rural Municipality of Progress No. 351 as duly incorporated. |
| Municipalities | Shall mean the R.M. of Grass Lake No. 381, R.M. of Heart's Hill No. 352 and R.M. of Progress No. 351. |
| Committee | Shall mean the representatives appointed by the R.M. of Grass Lake No. 381, R.M. of Heart's Hill No. 352 and R.M. of Progress No. 351. |
| Administrator | Shall mean the Administrator of the R.M. of Progress No. 351. |

2. ESTABLISHMENT OF A BUILDING COMMITTEE

- a) Two representatives from each of the Municipalities shall be appointed to sit on a joint committee for the purpose of making decisions regarding the planning and construction of a fire hall for the Luseland and District Fire Protection Board.
- b) The Administrator of the R.M. of Progress No. 351 shall be appointed to the Committee as secretary-treasurer. The Administrator shall not have voting authority.
- c) All billing and payments are to be made by and to the R.M. of Progress No. 351.
- d) The Committee will have the authority to purchase land and construct a fire hall to a maximum of \$1,000,000. Any amount over \$1,000,000 shall require pre-approval by all three Municipalities.
- e) All purchases must be approved by 5 of the 6 Committee members. The Administrator shall accept an authorized approval from a Committee member through e-mail or in person with the Committee member initialing the purchase notification.
- f) All bills/invoices must be approved by one Committee member from each Municipality before they are paid. The Administrator shall accept an authorized approval from a Committee member through e-mail or in person with the Committee member initialing the bill/invoice.
- g) The Municipalities share all costs equally (33.3 percent).
- h) The costs will include, but are not limited to, appraisal of land, legal fees, survey fees, purchase of land, materials and construction cost.
- i) Any donations shall be passed on to the Luseland and District Fire Protection Board and not form any part of the Building Committee's revenue.
- j) The Administrator shall prepare an itemized financial statement reflecting the expenditures minus the GST and forward one copy to each of the 3 Municipalities quarterly.
- k) The Municipalities shall retain ownership of the property and fire hall and shall be listed as equal shareholders on the title.

3. INSURANCE

- a) Insurance shall be maintained at all times by the R.M. of Progress No. 351 on the main fire hall structure in the amount of 100% of the replacement value, including cleanup and disposal, of the building.
- b) The Municipalities shall at all times maintain comprehensive liability insurance in the amount of at least \$3,000,000.
- c) Annual insurance premiums shall be shared equally among the 3 participating Municipalities.
- d) In the event of a loss, the building shall be repaired or replaced as required or proceeds split between the three Municipalities equally.

4. MAINTENANCE, RENT AND MAJOR REPAIRS

- a) Maintenance, rent and major repairs will be dealt with in a future agreement.

5. CANCELLATION OF AGREEMENT

- a) If a Municipality wishes to exit from this Agreement, they may do so through the passing of a resolution of their Council. Upon the passing of the exit resolution, their Administrator shall give written notice to the Administrator of the Building Committee and the Administrators of the two remaining Municipalities.
- b) The exiting Municipality will be liable for their share of all purchases and expenditures made by the Building Committee up to and including the time and date of the Building Committee receiving written notice from the exiting Municipality.
- c) The exiting Municipality will forfeit all claims and rights to the property and fire hall.

12.1. 98

6. EXECUTION OF AGREEMENT

The parties hereby agree to the above terms in the Construction of a new Fire Hall:

- i. By having their authorized officials sign below;
- ii. By fixing their official seals; and
- iii. By dating this agreement.

THE RURAL MUNICIPALITY OF GRASS LAKE NO. 381



[Signature]
Reeve

[Signature]
Administrator

Date: April 2, 2024

THE RURAL MUNICIPALITY OF HEART'S HILL NO. 352



[Signature]
Reeve

[Signature]
Administrator

Date: April 4, 2024

THE RURAL MUNICIPALITY OF PROGRESS NO. 351



[Signature]
Reeve

[Signature]
Administrator

Date: April 11, 2024