

RURAL MUNICIPALITY OF HEART'S HILL NO. 352

BYLAW NO. 5/19

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

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 Village of Senlac
 - The Town of Macklin
 - The Rural Municipality of Eye Hill No. 382
 - The Rural Municipality of Senlac No. 411
 - The Macklin Lake Regional Park Authority

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

2. The Macklin 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.
3. The Macklin and District Fire Protection Board is hereby directed and empowered to charge a fee for firefighting and rescue services on behalf of the Rural Municipality of Heart's Hill No. 352, as per Section 8(1)(i) of the *Municipalities Act*.
4. This bylaw shall come into effect January 1, 2019.
5. Bylaw No. 1/14 is hereby repealed

Reeve

(SEAL)

Administrator

Read a third time and adopted this 7th day of November, 2019

APPENDIX "A"
To Bylaw No. 5/19
FIRE PROTECTION AGREEMENT

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

1. The Rural Municipality of Eye Hill No. 382, the Rural Municipality of Heart's Hill No. 352, the Rural Municipality of Senlac No. 411, the Village of Senlac, Macklin Lake Regional Park Authority, and the Town of Macklin (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" and "D", as annexed to and forming a part of this bylaw.
2. The Fire Protection area shall encompass the following area:
 - The entire Rural Municipality of Eye Hill No. 382,
 - Of the Rural Municipality of Senlac No. 411 - Townships 40, 41 and 42 in Range 27 and 28; and Townships 40 and 41 Range 26.
 - Of the Rural Municipality of Heart's Hill No. 352 - Township 35 Ranges 28 and 29; and Township 36 Ranges 28 and 29; and Sections 5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31 and 32 of Township 36 Range 27 and Sections 17, 18, 19, 20, 29, 30, 31, 32 of Township 35 Range 27.
 - The Village of Primate,
 - The Village of Senlac
 - The Town of Macklin,
 - Macklin Lake Regional Park (MLRP)
3. The area shall be known as "The Macklin and District Fire Protection Area" and shall be managed by a board to be known as "The Macklin and District Volunteer Fire Department Board." (Herein after referred to as the "Board")
4. The Board shall consist of the following representatives:
 - Two (2) members to be appointed by the R. M. of Eye Hill No. 382.
 - One (1) member to be appointed by the R. M. of Senlac No. 411.
 - One (1) member to be appointed by the R. M. of Heart's Hill No. 352.
 - One (1) member to be appointed by the Village of Senlac
 - Two (2) members to be appointed by the Town of Macklin.
 - One (1) member to be appointed by the Macklin Lake Regional Park Authority.
5. The contributing member's annual contribution to the Board operation shall be assessed as follows:

Contributing members agree to contribute funds to finance the annual operating expense of the board based on a percentage of the total membership of the fire protection district. The percentage to be used annually to calculate each member's contribution is as follows:

<u>Member</u>	<u>Funding</u>	<u>Total Levy</u>
R.M. of Eye Hill	37.33	
R.M. of Heart's Hill	13.73	
R.M. of Senlac	14.13	
Village of Senlac	01.96	
Town of Macklin	32.85	
<u>MLRP</u>	<u>00.00</u>	<u>\$ 2,440.56</u>
TOTALS	100.00	

6. Any deficits incurred by the Board in the operation of the fire protection district shall be shared proportionately by the contributing members.
7. Five of the six contributing members must approve the budget. Contributing members must report their acceptance or rejection of the budget to the chairman of the Board forthwith.
8. Each 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 the property taxes.
9. This agreement shall terminate on December 31, 2024. After termination of this agreement and where no new agreement can be resolved between the contributing members:
 - All assets to be disposed of and receipts shared on the basis of the funding (percentage) formula, excluding Macklin Lake Regional Park as per item No. 5.
 - A member opting out forfeits all contributions to that point in time.
10. Any member who wishes to make changes or amendments to the agreement shall give 30 day written notice to the board.
11. Any contributing member opting out of the agreement cannot do so until the end of the current year.

APPENDIX "B"
TO BYLAW No. 5/19

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, agrees 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 Macklin agrees to pay the construction costs of a new fire hall to be located on Lots 2-4, Block 23, Plan G857 in the Town of Macklin for storage of any firefighting equipment. The Board shall pay a monthly rental fee of \$800.00 to the Town of Macklin for a period not to exceed twenty (20) years commencing January 1, 2004 to cover the construction costs.
6. Once the capital construction costs are covered by the monthly rental fee no further rental payments are required and the building will be provided by the Town of Macklin to the fire board for their use. The board shall be responsible for all maintenance of the fire hall that is required.
7. A caveat shall be placed against the building in the name of The Macklin and District Fire Protection Board to ensure that the use of the building is the sole jurisdiction of the Macklin and District Fire Department until such time as determined by the board following the twenty (20) year rental period. Any subsequent rental of space within this building shall be at the approval of The Macklin and District Fire Protection Board.
8. A copy of the signed Building Lease Agreement is attached hereto as Schedule '1' to this Appendix "B".

APPENDIX "C"
TO BYLAW No. 5/19
CONSTITUTION OF THE BOARD

REGISTERED OFFICE

1. The registered office shall be situated within the fire protection area.

FISCAL YEAR AND FINANCIAL ARRANGEMENTS

2. The fiscal year of the Board shall be the calendar year.
3. There shall be established an account in either a chartered bank or credit union, for the purposes of depositing monies and paying expenditures of the Board. The signing officers for such account shall be the Chairman or Vice-Chairman 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 at 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 a 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.
7. A Board member's seat shall become vacant, if he or she is absent from (3) three consecutive meetings of the board. The group responsible for the board member shall appoint another member to fill the vacancy for the remainder of the term.

BUDGET

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

ANNUAL MEETING

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

AUDITOR

10. 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

11. The Board shall make the following annual appointments at its first meeting:

- 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, next, following appointment.

12. 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.

13. The Vice-Chairperson shall:

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

14. 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 to the Member Municipalities within 10 days following each meeting;
- prior to each Board meeting, prepare a statement of financial position showing: current receipts and payments up to and 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 the 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.

15. The Board shall purchase the necessary insurance to cover all equipment and firefighting personnel and shall purchase \$2,000,000.00 (Two Million) liability coverage.

16. The Board shall, by resolution, at the first meeting of 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.

17. 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.

APPENDIX "D"
TO BYLAW No. 5/19
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 RURAL MUNICIPALITY OF EYE HILL NO. 382**

(seal)

Reeve

Administrator

2. **THE RURAL MUNICIPALITY OF HEART'S HILL NO. 352**

(seal)

Reeve

Administrator

3. **THE MUNICIPALITY OF SENLAC NO. 411**

(seal)

Reeve

Administrator

4. **THE TOWN OF MACKLIN**

(seal)

Mayor

Administrator

5. **THE VILLAGE OF SENLAC**

(seal)

Mayor

Administrator

6. **MACKLIN LAKE REGIONAL PARK**

(seal)

Chairperson

Secretary/Treasurer