

THE VILLAG OF FORGET

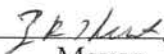
BYLAW NO. 3 - 14

BYLAW TO PROVIDE FOR ENTERING
INTO A FIRE PROTECTION CONTRACT

The Council of The Village of Forget in the Province of Saskatchewan, enacts as follows:

1. The Village of Forget is hereby authorized to enter into an agreement hereto and forming part of this bylaw and identified as "Exhibit A".
2. The Mayor and the Administrator of The Village of Forget are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. The new agreement will come into force when all parties have signed the agreement.
4. Bylaw No. 20/89 shall be repealed when the new agreement takes effect.
5. This bylaw comes into force upon third reading on this 7th day of May, 2014.





Mayor



Administrator

Certified a true copy of Bylaw No. 3-14
Adopted by resolution of Council on the
7th day of May, 2014.

Mayor



Administrator



FIRE PROTECTION CONTRACT

Memorandum of Agreement made this 5 day of November, 2014
Between:

The Town of Stoughton
The Rural Municipality of Tecumseh No.65
The Stoughton Tecumseh and District Fire Department


And

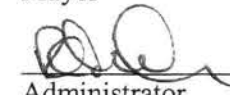
The Village of Forget

This Agreement Witness as follows:

1. The Town of Stoughton, the Rural Municipality of Tecumseh No.65 and the Stoughton Tecumseh and District Fire Department hereby agrees to provide fire protection services to the residents of the Village of Forget in accordance with the terms and conditions provided for in the Fire Protection Agreement dated December 4, 2013, between the Town of Stoughton and the Rural Municipality of Tecumseh No.65, attached as Exhibit "A" to this agreement.
2. The Village of Forget agrees to pay to the Stoughton Tecumseh and District Fire Department an annual grant as set annually at the Annual Fire Board Meeting.
3. The Village of Forget agrees to pay to the Stoughton Tecumseh and District Fire Department fire call charges, as set annually by the Stoughton Tecumseh And District Fire Board, which cannot be collected from either the Village of Forget ratepayers insurance company or the ratepayer.
4. It is understood and agreed that this agreement shall be continuous, the agreement may be terminated by either party by giving 90 days advance notice in writing.

Town of Stoughton



Mayor


Administrator

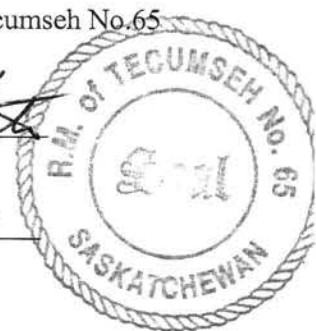


Rural Municipality of Tecumseh No.65



Reeve


Administrator



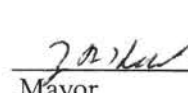
Stoughton Tecumseh and
District Fire Department

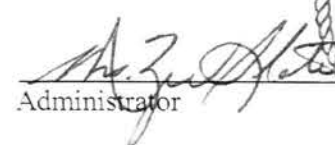


Fire Chief


Administrator

Village of Forget



Mayor


Administrator



FIRE PROTECTION AGREEMENT

This Agreement made the 4th day of December, 2013 between:

THE R.M. of TECUMSEH #65

And

THE TOWN OF STOUGHTON

WHEREAS the R.M. of Tecumseh #65 and The Town of Stoughton are desirous of providing Fire protection to their respective municipalities,
IN CONSIDERATION of the terms and conditions contained herein, the parties hereto agree as follows:

1. INTERPRETATION

- (a) **"FIRE DEPARTMENT"** shall mean the STOUGHTON-TECUMSEH and DISTRICT FIRE DEPARTMENT, established pursuant to this agreement.
- (b) The **"COUNCILS"** shall mean the council of the R.M. of Tecumseh #65 and the council of the Town of Stoughton.
- (c) **"FIRE EQUIPMENT"** shall mean the Fire Trucks, Rescue Unit & Equipment, pumps, hoses, fire suits and any and all other firefighting and rescue equipment owned by and provided by the councils for the use of the Fire Department, in the prevention and control of fires.
- (d) **"FIRE BOARD"** shall mean, "Representatives of Town of Stoughton and RM of Tecumseh No.65 according to Section 5, Sub-section (b) of this agreement.
- (e) **"FIRE HALL"** shall mean that portion of the Stoughton-Tecumseh and District Emergency Response Centre, located at 100 Main Street, in Stoughton, designated by the Fire Board to be used by the Fire Department for housing the Fire Trucks and all other equipment.
- (f) **"MUNICIPALITIES"** shall mean the RURAL Municipality of Tecumseh #65 and the URBAN Municipality of the Town of Stoughton. Contracting municipalities contracting our services shall be invited to the Annual Meeting but do not have voting rights.

2. SCOPE OF THE AGREEMENT

The Councils shall by resolution appoint Fire Department personnel for the following purposes:

- (a) To maintain and operate the Fire Trucks & Rescue Equipment for the prevention and extinguishing of fires within the Municipalities.
- (b) Under the direction of the Fire Board, supervise and manage the Fire Hall and all the fire and rescue equipment contained therein.
- (c) To ensure to the Councils' satisfaction that adequate fire and rescue protection be provided for the safety and welfare of the Municipalities.
- (d) To promote and encourage preventive fire measures in the Municipalities.
- (e) To regulate the conduct and assistance of persons present at fires and rescue within the municipalities.
- (f) To maintain and operate the firefighting and rescue equipment in extinguishing fires and rescue services outside the municipalities where a request for such service is made by another municipality, urban or rural, or any of its officers or by any person outside the municipalities of Stoughton and the R.M. of Tecumseh #65.

FIRE PROTECTION AGREEMENT

3. COMPOSITION OF THE FIRE DEPARTMENT

- (a) The Fire Department shall consist of a Fire Chief and Firefighters as appointed by the municipalities.
- (b) The Fire Chief may appoint up to four (4) Deputy Fire Chiefs from among the volunteer firefighters. Any Senior member of the Fire Department may take charge at a fire in the event that the Fire Chief and Deputy Chiefs are absent from a fire.
- (c) All members of the Fire Department shall be appointed by the Councils. The Councils shall accept recommendations for such appointments from the existing Fire Department Chief or members.

4. POWERS, DUTIES and RESPONSIBILITIES OF THE FIRE CHIEF and FIRE DEPARTMENT

- (a) The Fire Chief and volunteers shall meet monthly for an instruction and/or training session.
- (b) The Fire Chief shall report all activities and meetings to the councils in writing and shall include a report regarding any fires occurring since the previous report as requested.
- (c) The Fire Chief shall, before the 31st day of December each year, prepare an inventory of all fire equipment of the Department and shall indicate on such inventory the working condition of each piece of equipment. One copy of the annual inventory shall be sent to each Municipality to be held in their records and one copy shall be held in the records of the Fire Department.
- (d) The Fire Chief shall, upon completion of the annual inventory, prepare an Operating and Capital Budget for the following year, copy of proposed budget should be sent to respective councils for discussion before being brought to the Fire Board.
- (e) The Fire Chief shall try to maintain a list of standby volunteers who may be called upon by the Fire Department for assistance should additional people be require in the extinguishing of Fires, rescue, fire prevention campaigns, fire education and so forth.
- (f) No volunteer shall vote on Fire Department matters unless appointed to the Fire Department by the Councils.
- (g) The Fire Department may, by fund raising campaigns, assist the Municipalities in the purchase of additional equipment as deemed necessary in the opinion of the Fire Board and the Fire Chief.
- (h) The Fire Chief and Designated members under the supervision of the Fire Chief, shall control, manage and operate the fire equipment and facilities as listed in Section 2, within the budgetary allowances approved by the Fire Board.
- (i) The Fire Department shall provide fire fighting and rescue training to all Fire Department members, within budgetary allowances approved by the Fire Board.
- (j) The Fire Board shall not enter into any contracts or lease agreements for service to another municipality. All such contracts and lease agreements must be approved and signed by the R.M. of Tecumseh #65 and the Town of Stoughton.

Powers, Duties and Responsibilities of the Fire Chief and Fire Department - (continued)

- (k) The Fire Chief shall ensure that all fees, fund raising events, contract payments and fire call fees are recorded in the accounts of the Fire Department and applied to the current year's operating budget.
- (l) The Fire Chief shall ensure that all donations are made payable to the R.M. of Tecumseh #65 or the Town of Stoughton for Income Tax receipting. Any donations made for operating will be turned over to the Fire Department. Donations made for Capital purposes will be held in trust for the Fire Department and such account will accumulate interest at the current savings rates.
- (m) The Fire Chief and Fire Board shall mutually agree upon a sum of money deemed sufficient to cover any necessary emergency repairs to the Fire Truck or pumping equipment. It shall be the responsibility of the Fire Chief to maintain equipment in working order as provided in the budgetary allowance.
- (n) To prevent damage to Fire Department equipment, should the municipalities wish to use the equipment for purposes other than fire fighting, the type of work the equipment may be used for will be at the discretion of the Fire Chief.

5. POWERS, DUTIES and RESPONSIBILITIES OF THE COUNCILS:

- (a) The Councils shall agree upon and appoint the Fire Chief annually.
- (b) The R.M. of Tecumseh #65 and the Town of Stoughton will share the operating and capital cost of the Stoughton-Tecumseh and District Fire Department and each Municipality will appoint two (2) representatives from their council and two (2) exoficio members (Mayor and Reeve) to the Fire Board.
- (c) Each Council shall prior to Fire Board Meeting approve the amount to be set aside as the municipal portion of Municipal Revenue for Fire Protection.
- (d) The Stoughton-Tecumseh and District Fire Department will be maintained at a standard to include two (2) Fire Trucks, one (1) Rescue Unit, three (3) utility trucks, equipment and a Fire Hall to meet the needs of both the R.M. of Tecumseh #65, the Town of Stoughton and Municipalities served by contract.
- (e) The Town of Stoughton shall, provide personnel for the purpose of providing fire protection services during the term of this agreement, subject to the following proviso:
 - (i) Both Fire Trucks may be used to combat fires within the Town of Stoughton, however, should a fire call come from the R.M. of Tecumseh #65 or a contracting municipality, the Primary Unit (Engine 1) will be dispatched immediately to the call. Engine 2 shall remain in the Town of Stoughton at all times.
 - (ii) The priority of Fire calls outside of the Town of Stoughton will be determined by the Fire chief or in his absence by the Deputy Chief or Senior member in charge.
 - (iii) The Fire Chief or Deputy Chief in charge shall, have absolute discretion as to the number of firefighters and type of equipment to be utilized on calls within the area serviced by the Stoughton-Tecumseh and District Fire Department.

FIRE PROTECTION AGREEMENT

Powers, Duties and Responsibilities of the Councils - (continued)

- (f) Should either of the Municipalities forming this agreement require the use of a Fire Truck for municipal purposes, other than fire fighting, they shall pay the Current Rate of \$100.00 per Hour for the use of the truck to the Stoughton-Tecumseh and District Fire Department. Only qualified Fire Department personnel may operate the Fire Trucks and the Municipality is responsible to pay the operator his requested wage. The Municipality is responsible to pay the gas used in the truck.
- (g) The operating and capital budgets be based on estimated costs. The Municipalities agree to pay equally 50% each of the net costs of the Fire Department annually. The Municipalities agree to set aside an amount determined by Councils upon recommendation by the Fire Board, each in their respective accounts annually, to meet the current and future Capital Expenditures of the Fire Department. These funds may be drawn on annually for the Capital Budget. The Municipalities will each advance their portion of the approved Operating and Capital Budget to the Fire Department by March 31st, each year. Should the actual costs of operating the Fire Department be lower or higher than the estimated costs, such amounts are to be carried forward into the operating budget for the next following year.
- (h) The Municipalities each agree to pay for fire calls within their boundaries, if the fire call cannot be collected from the owner's insurance.
- (i) 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 R.M. of Tecumseh #65 and the Town of Stoughton equally.

6. POWERS, DUTIES AND RESPONSIBILITIES OF THE FIRE BOARD.

- (a) The Fire Board, together with the Fire Chief is responsible for the efficient operation of the Fire Department. Establishes policy for the Department and makes recommendations to the Councils for amendments to this agreement.
- (b) The Fire Board shall, determine how the funds provided by the Municipalities are to be used, but still shall give due consideration to the National Fire Code Regulations, recommendations of the Fire Chief, recommendations of the Councils and to the general financial position of the Municipalities, in arriving at a decision regarding such revenues and expenditures.
- (c) The Fire Board shall, ensure that adequate personal injury, death and liability insurance be maintained for the Fire Department. Such coverage to be provided out of the Fire Department approved Budget.
- (d) *The Municipalities Act* section 357 (2)
A firefighter shall be indemnified by the municipality for reasonable legal costs incurred:
 - (a) in the defence of a civil action arising out of the performance of his or her duties, if the firefighter is found not liable
 - (b) in the defence of a criminal prosecution arising out of the performance of his or her duties, if the firefighter is found not guilty; and
 - © with respect to any other proceeding in which the performance of the duties of the firefighter is in issue, if the firefighter acted in good faith.

FIRE PROTECTION AGREEMENT

Powers, Duties and Responsibilities of the Fire Board - (continued)

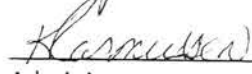
- (e) The Fire Board with the Fire Department acting in an advisory capacity shall, meet a minimum of twice (2) a year, March and November for the purpose of reviewing the operation, equipment and housing needs of the Fire Department with the Fire Chief. The Annual Operating and/or Capital Budget is to be submitted to the Councils by the Fire Board in March of each year.
- (f) The Fire Board shall meet with the non voting Municipalities contracting services with the Stoughton-Tecumseh and District Fire Department annually in March to provide information to the Municipalities regarding the Fire Department and negotiate contracts.
- (g) The Fire Board shall, control, supervise and manage the premises known as the Stoughton-Tecumseh and District Emergency Response Centre and all the fire equipment contained therein, taking into consideration the needs of the Stoughton and District Volunteer Ambulance Inc.
- (h) Failure to comply with the regulations of this agreement shall make any or all members of the Fire Department liable to dismissal from the Fire Department, entirely at the discretion of the Fire Board.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective Corporate Seals, duly attested to under the hands of their proper officers in that behalf, the day and year first above written.

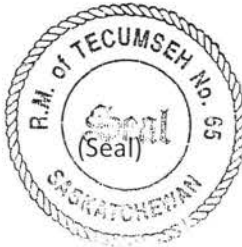
R.M. of Tecumseh #65




Reeve




Administrator



Town of Stoughton



Mayor



Administrator

