

TOWN OF LUMSDEN
BYLAW No. 2022-07

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH
THE RURAL MUNICIPALITY OF LUMSDEN No. 189
TO ESTABLISH A DISTRICT FIRE DEPARTMENT BY AGREEMENT

WHEREAS it is deemed desirable by the Council of the Town of Lumsden to enter into an agreement with the Rural Municipality of Lumsden No 189 to establish a Fire Protection District to provide fire protection services to all residents within its boundaries;

NOW, THEREFORE, the Council of the Town of Lumsden 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 Lumsden an agreement in writing between the Town of Lumsden and Rural Municipality of Lumsden No. 189 for the purpose of establishing the Lumsden & District Fire Protection District and to provide fire protection services to all residents within its boundaries,
2. The Memorandum of Agreement made between the Town of Lumsden and Rural Municipality of Lumsden No 189, 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. Bylaws 1/93, 3-2001 and 03-2013 are hereby repealed.

Read a first time this 7th day of June, 2022.

Read a second time this 21st day of June, 2022.

Read a third time this 21st day of June, 2022.

SEAL



Mayor

Chief Administrative Officer

Memorandum of Agreement made this 21st day of June, 2022

Between:

The " **Town of Lumsden** "

a municipal corporation of and in the Province of Saskatchewan,
Hereinafter referred to as "The Town"

-and-

The " **Rural Municipality of Lumsden No. 189** "

a municipal corporation of and in the Province of Saskatchewan,
Hereinafter referred to as "The RM"

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 "District"),
- (b) The constitution of a representative Committee to administer the operation of fire protection in the District (hereinafter called the "Committee") in accordance with the boundaries as outlined in clause 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") in accordance with the boundaries as outlined in clause 2,
- (d) The respective contribution of each party to the capital cost of furnishing the necessary 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:

DISTRICT

1. The District shall be called the "Lumsden Fire Protection District".
2. The District shall provide services to the area detailed below:
 - (a) The Town of Lumsden and all properties within its incorporated limits,
 - (b) An area in the Rural Municipality of Lumsden No.189 shown in bold on the attached map in schedule "A", and hereinafter referred to as the "Lumsden Rural Fire Protection Area",
 - (c) Further it is agreed by the parties hereto, that the services provided by the District, shall be to contain any fire occurring in the said municipalities.
3. The District shall whenever possible and at the discretion of the Fire Chief or a designate, provide such fire-fighting 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 District as outlined in the area described in clause 2.
4. The District 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 Lumsden No. 189, the area known as the *Lumsden Rural Fire Protection Area*, or from municipalities covered under Mutual Aid agreements.
5. The District shall establish fees or rates, as set out in schedule "B", hereinafter referred to as "fire call out fees", to be charged to the respective municipality, subject to clause 22 and 23, when fire protection or rescue services are provided within the incorporated boundaries of the District.
6. The District 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 District shall further be entitled to respond to calls from any person purporting to be located within the boundaries of the District, whether or not this can be confirmed. In the event an alarm or call proves to be false, the District shall nevertheless charge the amounts determined in accordance with schedule "B".

DISTRICT NOT LIABLE

7. The District, the Rural Municipality of Lumsden No. 189, or the Town of Lumsden shall not be liable for any damages or losses, which may be occasioned by the District's failure to respond to any alarm or call, relative to

fire or other emergency in the District, or for any delay in responding to such alarms or calls.

CAPITAL & OPERATING COSTS

8. Each of the parties hereto shall contribute to the capital costs incurred in obtaining necessary fire-fighting equipment as follows:
 - a) **Town of Lumsden** **50%**
 - b) **Rural Municipality of Lumsden No.189** **50%**
9. In addition to contributing to the capital costs of fire-fighting equipment as set out in clause 8 above, each party shall share in the cost of the annual operating expenses of the Committee's operations in the District as follows:
 - a) **Town of Lumsden** **50%**
 - b) **Rural Municipality of Lumsden No.189** **50%**
10. It is recognized that both parties currently share the Fire Hall operating and capital costs.

COMMITTEE

11. The Committee shall fall under the umbrella of the Joint Administration Committee which is comprised of elected officials of the Town and the RM.
12. The Committee shall report back to the municipal councils as to their findings; to operate, maintain and use the fire-fighting equipment; and to provide training to firefighters.
13. The Town shall be designated for administration of financial matters related to revenues and expenditures. The Administrator shall provide an annual financial report to each Council, and financial or other reports as requested by the Committee.

FIRE DEPARTMENT

14. The fire department shall be called the "*Lumsden & District Fire Department*". The Fire Chief and his/her two (2) Deputy Fire Chiefs will be referred to as "*the executive*".
15. The parties agree that the fire department whenever possible and at the discretion of the Fire Chief or his designate, provide such fire-fighting 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 described in clause 2 and outlined on the map in schedule "A".
16. The fire department shall be comprised of a maximum of twenty-five (25) members to provide the level of fire protection service desired by the District.
17. The Fire Chief shall provide recommendations to the Committee regarding capital purchases, by way of a 5 Year Capital Plan.
18. The Fire Chief shall be chosen by the fire department and then put forward to the committee for ultimate approval. The Fire Chief shall hold office for a term of four (4) calendar years. Two (2) Deputy Fire Chiefs shall be appointed by the Fire Chief and hold office for the same four (4) year term as held by the Fire Chief.
19. The fire department shall review the Standard Operating Guideline "SOG" annually, which sets out specific fire-fighting procedures and levels of protection or rescue services the fire department will provide to the District.
20. The SOG shall be adopted by the Committee and ratified by each respective municipality. All future amendments to the SOG shall be adopted and ratified in the same manner. The Committee shall review the SOG every 5 years or when amendments are proposed by the fire department.
21. The fire department executive shall provide a copy of the SOG to each member of the fire department.

FIRE SERVICE/RESPONSE FEES

22. The parties agree that the Town of Lumsden will be exempt from the charges set out in schedule "B", with the exception of charges for false alarms; and It is further agreed that the Town of Lumsden will make payment for shared costs described in clause 8 and 9, by levying an assessment on the population of their respective municipality, through the mill rate.
23. The parties agree that a fire call out fee shall be charged to the RM, when 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 "B".
24. The parties agree that the fee revenue as stated in clause 23 shall be applied against the payments required by the RM, under clause 8 and 9 of this agreement; and it is further agreed that the RM will make payment for the balance of shared costs described in clause 8 and 9, by levying an assessment on the population of their respective municipality, through the mill rate.



GENERAL

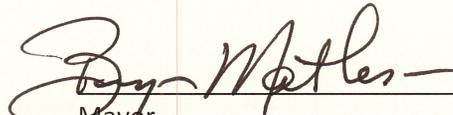
- 25. The parties agree to perform and do all acts necessary in order to ratify and confirm this Agreement. In particular, each of the parties agrees to pass a bylaw ratifying the execution of this Agreement.
- 26. The parties agree to make payment of their share of the operating expenses of the Committee by levying an assessment on the population of their respective municipality in an amount sufficient to cover their share of the said costs.
- 27. 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 originally commenced on January 1, 2002 and that the purpose of Bylaw 2022-07 is simply to update the contents, rather than changing the original intention of the municipalities to act in partnership.

Any party to the 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 both Councils.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporateseals attested to by the hands of their proper signing officers.





Mayor



Chief Administrative Officer





Reeve

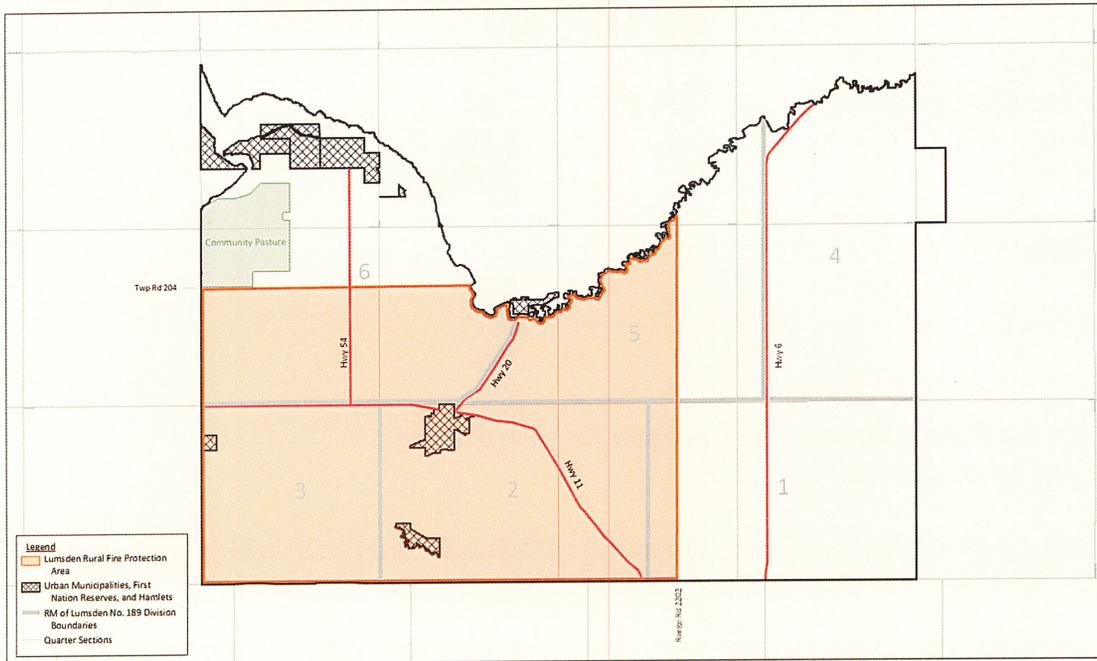


Chief Administrative Officer

Map of Lumsden Rural Fire Protection Area:

SCHEDULE "A"

The Lumsden Rural Fire Protection Area within the RM of Lumsden No. 189, as shown shaded on the drawing below:



[Handwritten signature and initials]

SCHEDULE "B" attached to Exhibit A and forms part of Bylaw No. 2022-07

Schedule of Rates for "Fire Call Out Fees":

	<u>Rate</u>	<u>Plus</u>	<u>Rate</u>	<u>Base</u>	<u>Hourly</u>
<u>Equipment Rates</u>					
Emergency Response Vehicle	\$750.00	+	\$300		
Fire Apparatus		+	\$300		
Support Vehicle		+	\$200		
<u>Firefighter Rates</u>					
Fire Chief		+	\$45		
Deputy Fire Chief		+	\$40		
Captain		+	\$35		
Firefighters		+	\$30		

Minimum Call out is the Base Rate plus One Hour for each piece of equipment and personnel that responded.

SGI will be invoiced for response provided to motor vehicle incidents occurring within the Town of Lumsden and the Rural Municipality of Lumsden No. 189

Town of Lumsden Only:

Response to False Alarm: 1st Response - No Charge
2nd and Subsequent Response - \$250."

Definition of "Response to False Alarm":

When 4 or more members have arrived at the hall prior to the call being cancelled.

These rates shall come into effect upon final passing of this bylaw by each municipality.

Equipment Rates will increase by 3% each January 1, commencing in 2024.

