

M-11

BYLAW NO. 4/2019

**A BYLAW TO PROVIDE FOR ENTERING INTO AN
AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES**

The Council of the Rural Municipality of Brock No. 64, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Brock No. 64 is hereby authorized to enter into an agreement with the Council of the Town of Arcola, and the Council of the Village of Kisbey the terms of which are attached hereto and marked Exhibit "A", for the purpose of providing fire protection services.
2. The Reeve and Administrator of the Rural Municipality of Brock No. 64 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. Bylaw No's 2012 -123 and 2012-124 are hereby repealed.

Reeve

Administrator



Read a third time and adopted this 11th day of June, 2019.

Certified a true copy of Bylaw No. 4/2019
Adopted by resolution of the Council on the
11th day of June, 2019.

Miranda Debusschere



Fire Protection Agreement

This agreement made in duplicate this 11th day of June 2019

Between:

The R.M. of Brock No. 64
in the Province of Saskatchewan
(herein-after referred to as the R.M.)

and

The Town of Arcola
in the Province of Saskatchewan
(herein-after referred to as the Town)

and

The Village of Kisbey
in the Province of Saskatchewan
(herein-after referred to as the Village)

WHEREAS the R.M., the Town, and the Village are desirous to enter into an agreement providing for the joint operation of the Arcola Volunteer Fire Department and the Kisbey Volunteer Fire Department, and for the joint provision of fire protection services;

WHEREAS the R.M. is agreeable to manage for Financial Activities for the joint agreement, the Town and the Village are agreeable to provide an annual grant for fire protection services as set as follows;

Town of Arcola - Six Thousand Dollars (\$6,000.00)
Village of Kisbey – Four Thousand Dollars (\$4,000.00)
R.M. of Brock No. 64 – Ten Thousand Dollars (\$10,000)

NOW THEREFORE, this agreement witnesses in consideration of the mutual covenants on behalf of the parties hereto as follows:

1. That a fire protection advisory committee shall be formed, consisting of the following members:
 - a) One (1) member appointed by the R.M. of Brock No. 64
 - b) The Fire Chief from the Arcola Volunteer Fire Department
 - c) The Fire Chief from the Kisbey Fire Department
 - d) One (1) member appointed by the Town of Arcola
 - e) One (1) member appointed by the Village of Kisbey
2. The R.M. will be responsible to receive and deposit the proceeds of all revenues, grants or other monies, as well as billing and collecting all fire and rescue calls as per the rates within this agreement, accounts outstanding for service to the Town residence, as of December 31, in any year shall be billed to the Town. Accounts outstanding for service to the Village residence, as of December 31, in any year shall be billed to the Village.



3. The R.M. agrees that all future capital expenditures which are deemed necessary subject to approval in the budgets of the R.M. will be the responsibility of the R.M.
4. The fire protection committee shall submit to the R.M. prior to February 1st, of each year, a budget of the estimated expenses for capital expenditures.
5. The following fee will be levied for each and every fire fighting call out and service:
 - a) A Fee of \$1,000.00 will be charged as a base call out and \$1000.00 for each hour or part of an hour that the fire truck and volunteers are on active duty;
 - b) A Rate of \$50.00 an hour shall be charged for the side by side
 - c) A Rate of \$30.00 pe hour shall be charged for the leaf blower
 - d) A Rate of \$100.00 per hour shall be charged for the Water Tanker
 - e) A rate of \$200.00 per jug shall for foam where require
 - f) Volunteer firefighters will be paid \$20.00 per hour while attending a fire call out. The volunteer must be a member of the Arcola Volunteer Fire Department or the Kisbey Volunteer Fire Department. Payment will be made by the RM in December of each year.
 - g) Fees shall be paid by the R.M. to the volunteers upon receipt of the signed call out paper verified by the fire chief.
6. It is understood and agreed between the parties hereto that the term of this agreement commences on the 1st day of July, 2019 and will terminate upon either party providing the other party with twelve months written notice prior to the anniversary date of this agreement of its intention to withdraw from or terminate the agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Corporate Seals attested to by the hand of their duty authorized officers:



Reeve – Paul Cameron



Administrator – Miranda Debusschere



Mayor – Keith Erick

Administrator – Christie Hislop

Mayor – Calvin Nankivell

Administrator – Miranda-Debusschere