

RURAL MUNICIPALITY OF WEYBURN NO. 67

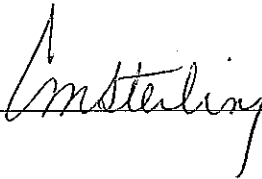
BYLAW NO. 1-2017


A BYLAW TO PROVIDE FOR ENTERING INTO A FIRE PROTECTION AGREEMENT BY AND BETWEEN THE RURAL MUNICIPALITY OF WEYBURN NO. 67 AND THE CITY OF WEYBURN

The council of the Rural Municipality of Weyburn No. 67 in the Province of Saskatchewan enacts as follows:

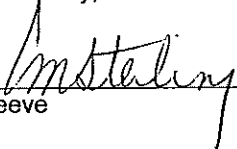
1. The Rural Municipality of Weyburn No. 67 is hereby authorized to enter into a fire agreement with the City of Weyburn, the terms of which are attached hereto and marked Exhibit "A" for the purpose of providing fire protection services to residents of the Rural Municipality of Weyburn No. 67.
2. The Reeve and Administrator of the Rural Municipality of Weyburn No. 67 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. Bylaw No. 4-2013 is hereby repealed.




  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Certified a true copy of  
Bylaw No. 1-2017 adopted  
by Council on the 11<sup>th</sup> day  
of January, 2017.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



THIS AGREEMENT MADE IN DUPLICATE THIS 24<sup>th</sup> DAY OF January, A.D., 2016  
BETWEEN:

CITY OF WEYBURN  
P.O. Box 370  
Weyburn, Saskatchewan, S4H 2K6  
(hereinafter referred to as the "City")

OF THE FIRST PART

- AND -

RURAL MUNICIPALITY OF WEYBURN NO. 67  
23 - 6<sup>th</sup> Street N.E.  
Weyburn, Saskatchewan, S4H 1A7  
(hereinafter referred to as the "R.M.")

OF THE SECOND PART

WHEREAS, the City of Weyburn has established and maintains a fire department for the provision of fire fighting and fire prevention services for the City and its residents;

AND WHEREAS, the City is prepared to provide fire fighting services, as hereinafter set out, to the R.M.;

AND WHEREAS, the R.M. is desirous of the City providing it with fire fighting services, as hereinafter set out, and the R.M. is prepared to reimburse the City for the cost of providing same;

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

1. The City agrees to provide the R.M. with fire fighting services on the following terms and conditions:
  - (a) The fire fighting services to be provided by the City to the R.M. shall consist of such fire fighting equipment, vehicles and fire fighting personnel as the Fire Chief of the City's Fire Department, or his delegate, may in his sole discretion decide is advisable to send to the location of a fire in the R.M., keeping in mind the primary obligation of the City's Fire Department is to provide fire fighting services to the inhabitants of the City of Weyburn.
  - (b) The City shall answer all calls received by its Fire Department for support to the R.M. in the following manner:
    - (i) All calls for fire fighting assistance shall be made to the Fire Department of the City either directly or through the 9-1-1 system and the City shall be required to answer only those calls received by its Fire Department or 9-1-1 dispatch centre.

(ii) All calls for fire fighting assistance shall be answered by the City regardless of the time of day or the day of the week when calls are made during the term of this agreement.

(iii) The City shall dispatch to the location of the fire such fire fighting equipment, vehicles and fire fighting personnel as the Fire Chief of the City's Fire Department, or his delegate, in his sole discretion, may decide, considering the availability of such equipment, vehicles and personnel, and the nature of the fire and the primary obligation of the City's Fire Department to provide fire fighting services to the inhabitants of the City of Weyburn.

(iv) In the event the City's Fire Department is engaged in the fighting of a fire in the City or other location when a call for fire fighting assistance is received by the City for a fire in the R.M., then, in such event, the Fire Chief of the City's Fire Department, or his delegate, may dispatch such fire fighting equipment, vehicles and fire fighting personnel then at his disposal or none at all; AND in such event the City shall not be liable to provide fire fighting services as provided otherwise in this agreement.

(v) In the event of inclement weather prevailing or poor road conditions existing, the Fire Chief of the City's Fire Department, or his delegate, may in his sole discretion decide not to dispatch any fire fighting equipment, vehicles or fire fighting personnel in answer to a call for fire fighting assistance received by the City for a fire located in the R.M.; AND in such event the City shall not be liable to provide fire fighting services as provided otherwise in this agreement.

(vi) In the event a fire occurs in the City or other location while the City's Fire Department is engaged in fighting a fire in the R.M., then, in such case, the Fire Chief of the City's Fire Department, or his delegate, may withdraw such fire fighting equipment, vehicles, and fire fighting personnel as he, in his own discretion, may need to fulfill his primary responsibilities to the City or to manage the incident deemed, in his sole discretion, to be the most serious in nature; AND in such event the City shall not be liable to provide fire fighting services as provided otherwise in this agreement.

(vii) Upon extinguishment of the fire, the City's Fire Department shall investigate, or cause to be investigated, the fire to determine the cause and origin and circumstances surrounding the fire and report the fire to the Office of the Fire Commissioner in accordance with *The Fire Safety Act*, said investigation to be included in the fee charged for fire fighting AND should the investigation be unusually complex, or exceed two hours of investigation time, or require multiple trips to the scene, or be criminal in nature, and additional fee shall be paid as set out in Schedule "A".

(viii) In addition to fire fighting services, the City's Fire Department shall, where they have the training, equipment and expertise, respond to the following types of incidents within the R.M. for which a call for assistance is received under the same terms and conditions which apply to requests for fire fighting assistance:

- Motor vehicle accident casualty extrication
- Farm equipment entrapment casualty extrication
- Technical Rescue including high angle, building collapse and confined space
- Water Rescue
- Dangerous Goods spills and incidents

(ix) In addition to fire fighting services, upon receiving a written request from the Administrator of the R.M. or the Local Assistant to the Fire Commissioner for the R.M., the City's Fire Department may provide the following services on a fee for service basis as listed in Schedule "A" which is attached to and is part of this agreement:

- inspection of buildings and facilities for compliance with the National Fire Code of Canada, and
- fire prevention classes in the schools.

(x) It is understood that, with the exception of the wildland fire truck, the City's equipment is designed, purchased and maintained to operate mainly on roads and from hydrant supplied water and that services in the R.M. will be limited to the carrying capacity of existing equipment and that the City will not acquire or provide water carrying equipment, however, will use available water on site suitable for use with the equipment and that the equipment will not travel over rough off-road terrain to obtain water or to fight fires.

(xi) The R.M. agrees to provide an up to date map(s), attached hereto as Schedule B, defining the Fire Area.

(xii) The R.M. shall be responsible for establishing and notifying residents and occupants of the Fire Area, in a manner and to the extent necessary, the procedures for reporting the Fire Protection Services provided by the Fire Department.

(xiii) The R.M. agrees to provide a list of any other Fire Protection Agreements it has entered into with other municipalities, including the contact name and telephone number of each other municipality.

2. The R.M. covenants and agrees to pay to the City for the provision of fire fighting services as provided in this agreement, as follows:

(a) An annual fee as set out in Schedule "A" of this agreement to aid in Fire Department Capital Expenditures.

(b) For each and every call for fire fighting assistance received by the City for a fire located in the R.M.:

(i) For each hour that the City's Fire Department vehicles, equipment and personnel are engaged in fighting a fire in the R.M., a fee as set out in Schedule "A".

(ii) An amount equal to the cost of all material used while fighting a fire in the R.M., excluding firefighting equipment that may be damaged as a result of firefighting.

(iii) Such additional amounts as may be agreed upon by the City and the R.M. to defray the cost of providing fire fighting services as provided in this agreement in addition to those items set out in paragraphs (i) and (ii).

(iv) Fees for services other than fire fighting services as set out in Schedule "A" when these services have been requested in writing by the Administrator of the R.M. or the Local Assistant to the Fire Commissioner for the R.M.

(c) For the purposes of determining those sums referred to in paragraph (b)(i) above, it is acknowledged and agreed by the R.M. that the period of time or times referred to shall commence at the point of time the Fire Chief of the City's Fire Department, or his delegate, the City Fire Department equipment, vehicles or personnel depart from the City's Fire Department premises and shall continue until such time as the aforesaid have returned to the City's Fire Department premises and are returned to service.

(d) The R.M. acknowledges and agrees that sums payable by it to the City as provided in this agreement are payable regardless whether or not fire fighting assistance is required to be rendered in answer to a call received by the City for a fire or alleged fire located in the R.M.

(e) The R.M. agrees to pay those sums payable by it to the City within 30 days of receipt of the invoice for those services provided by the City. The City will process and invoice the R.M. within 30 days (unless invoicing from outside service providers has not been received) of the event. If payment is not received within the 30 day time period, interest will be applied to any outstanding amounts. If the invoice has not been provided by the City to the R.M. within the 30 days interest will not be applied to those days outstanding.

3. IT IS UNDERSTOOD AND AGREED that the this agreement shall apply to motor vehicle fires involving licensed motor vehicles operated on public roadways, however the City will be responsible for billing the licensed motor vehicles or SGI directly.
4. IT IS UNDERSTOOD AND AGREED that the R.M. shall appoint a Local Assistant to the Fire Commissioner and that they shall notify the City's Fire Department of the name, address, and phone number of this person and that the City's Fire Department shall notify him or his delegate when a fire occurs in the R.M. in which there is a large loss, the fire

is of a suspicious nature, or there is a death or injury as a result of the fire and that the R.M.'s Local Assistant shall respond to all fire scenes to which he is called and he shall be responsible for conducting all investigations to determine the cause and origin of the fire except as arranged in accordance with Paragraph 1.(b)(vii) and in the event that the R.M.'s Local Assistant to the Fire Commissioner is unable to be contacted, the Fire Chief of the City's Fire Department, or his delegate, shall conduct such security and/or investigation procedures that are required to protect the scene and evidence for a proper investigation and the R.M. shall pay the appropriate fees as set out in Schedule "A".

5. The R.M. may appoint the Fire Chief of the City's Fire Department as their Local Assistant to the Fire Commissioner and in such case, he shall be responsible for and have full authority over conducting all duties of inspections, investigations, and fire prevention as required in *The Fire Safety Act*, and the R.M. shall pay to the City a retainer fee as set out in Schedule "A" as well as all fees for service as set out in Schedule "A".
6. IT IS UNDERSTOOD AND AGREED THAT:
  - (a) At the scene of a fire for which fire fighting assistance has been requested, the firefighting equipment, vehicles and fire fighting personnel dispatched by the City's Fire Department shall remain under the control of the Fire Chief of the City's Fire Department, or his delegate.
  - (b) The City Fire Chief or his delegate will provide the R.M. with a report(s) or all calls, additional services, and any other information that the Fire Chief or delegate deem appropriate to provide on a monthly basis.
7. IT IS UNDERSTOOD AND AGREED that the R.M. shall require residents to phone the City's Fire Department when conducting controlled burns in order to eliminate unnecessary responses, and in the event a controlled burn is not called in, the R.M. shall be responsible for all charges related to a response.
8. The R.M. covenants and agrees to indemnify and save harmless the City, its officers, servants and employees, against all actions, suits, claims, damages, costs and liabilities arising out of any act or omission on the part of the City, its officers, servants and employees, for negligence in carrying out the terms of this agreement, including but as not to restrict the generality of the foregoing, for damage to property and injury to or death of any person occasioned by the City, its officers, servants and employees, while engaged in the rendering of the fire fighting assistance to the R.M. unless the liability of loss arises from the gross negligence of the City, its officers, servants and employees.
9. IT IS UNDERSTOOD AND AGREED between the parties hereto that the term of this agreement shall be from January 1, 2017 to December 31, 2021, subject to Section 11, and that the charges set out in Schedule "A". Any differences in regarding to the application of the fees set out in this agreement and schedules shall endeavor to be settled between the Fire Chief and the parties of the claim. In the event of unsatisfactory conclusion the R.M. or City may defer to a committee of the respective councils for adjudication.

10. IT IS UNDERSTOOD AND AGREED between the parties hereto that, notwithstanding Paragraph 10 of this agreement, either party may terminate the within agreement upon giving one hundred and eighty (180) days notice in writing to the other party of such intention to terminate the within agreement and the within agreement shall terminate upon the expiration of one hundred and eighty (180) days from the date of the giving of such notice to terminate.
  
11. IT IS FURTHER AGREED that this agreement and all covenants and stipulations contained herein shall be binding upon and insure to the benefit of the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of both parties hereto.

IN WITNESS WHEREOF the City has affixed its seal and attested by the hands of its proper officers in that behalf this 26 day of January, 2017.



CITY OF WEYBURN

\_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 Anette Richter  
 City Clerk

IN WITNESS WHEREOF R.M. has affixed its seal and attested by the hands of its proper officers in that behalf this 11 day of January, 2017



RURAL MUNICIPALITY OF WEYBURN NO. 67

\_\_\_\_\_  
 Reeve  
 \_\_\_\_\_  
 Administrator

## SCHEDULE "A" TO FIRE SERVICES AGREEMENT

The following fees shall be charged for services as set out in the agreement:

YEAR

2017 - 2021

Annual Levy:

1. The Rural Municipality will pay the City an annual fee to be paid on a semi-annual basis for each year of the term of this agreement, as acknowledgement of fire fighting services provided by the City to Rural Municipality residents.
2. The annual fee structure commencing January 1, 2017 will be as follows:
  - 2017 - \$30,000
  - 2018 - \$60,000
  - 2019 - \$90,000
3. Commencing January 1, 2020, the annual levy will be established based on a formula using the previous years taxable assessment (Example: in 2019, if the total taxable assessment was \$300,000,000, a millrate would be established based on the "initial" \$90,000:  $\$90,000/300,000,000 \times 1,000 = 0.3$  mills). Each year after the previous years' total taxable assessment (increase or decrease), as shown on the confirmed assessment roll of the RM of Weyburn, will then be multiplied by the established millrate as calculated above.
4. In the years in which a revaluation of assessment is performed by SAMA in the Rural Municipality, the percentage increase will be calculated using the previous year's percentage for the revaluation year only. The calculation described in item 3. above will be used for all other years.

(Example: in a revaluation year and the assessment goes from \$300,000,000 to \$350,000,000 the fee will be calculated by using the previous years' annual fee divided by the 350,000,000 to establish a new millrate to be used for the revaluation year).
5. The semi-annual payments will be made on January 15<sup>th</sup>, and July 15<sup>th</sup> of each year.
6. The terms of this agreement will be five (5) years commencing on January 1, 2017 and ending December 31, 2021.
7. In recognition of the RM of Weyburn, generous contribution to recreation services in the City of Weyburn, the City will provide a 10% reduction in the annual levy amount commencing in 2019.



In addition to the annual levy the following fees will apply:

Fire Fighting Service, Response to Dangerous Goods incidents,  
heavy rescue or disasters - will be based on SGI Productive rate  
per hour (which may be adjusted from time to time by SGI) \$887

Fire Investigations - per hour plus mileage \$75

Fire Inspections - per hour plus mileage \$75

Fire Prevention Class Visits - per class visit plus mileage \$75

Mileage \$.49 per kilometer

Local Assistant Annual Retainer Fee \$1,200

(If 100% of the RM is covered by this agreement the annual Retainer fee for the Local Assistant will be waived)

NOTE:

All fees except the per annual levy are subject to the addition of the Goods and Services Tax (GST) or any other applicable taxes as set by the Federal or Provincial Governments from time to time.