

# RURAL MUNICIPALITY OF DUNDURN NO. 314

## BYLAW 09-2020

### A BYLAW TO ESTABLISH THE DUNDURN AND DISTRICT FIRE COMMISSION

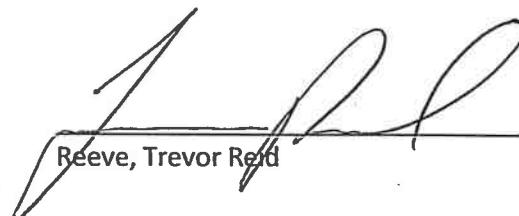
The Council of the Rural Municipality of Dundurn No. 314 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Dundurn No. 314 is hereby authorized to enter into an agreement, a copy which is attached hereto and forms part of the bylaw, and identified as Schedule "A", with the following:

Town of Dundurn  
Resort Village of Shields  
Resort Village of Thode

2. The Reeve and Administrator of the Rural Municipality of Dundurn No. 314 are hereby authorized to sign and execute the attached agreement identified as Schedule "A".
3. Bylaw No. 01/2017 is hereby repealed.

SEAL

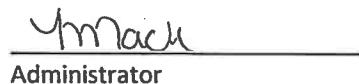


Reeve, Trevor Reid

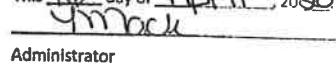


Administrator, Leanne Mack

Read a third time and adopted  
this 14<sup>th</sup> day of April, 2020.



Administrator

Certified a True Copy of the Original  
This 11<sup>th</sup> day of April, 2020  
  
Administrator

Schedule A to Bylaw 09-2020

**DUNDURN FIRE DEPARTMENT AGREEMENT  
DUNDURN AND DISTRICT FIRE COMMISSION**

THIS AGREEMENT made in quadruplicate this 27 day of June, 2019.

BETWEEN:

THE RURAL MUNICIPALITY OF DUNDURN #314, in the Province of Saskatchewan.  
(hereinafter referred to as the "RM")  
OF THE FIRST PART

-AND-

THE TOWN OF DUNDURN, in the Province of Saskatchewan,  
(hereinafter referred to as "TOWN")  
OF THE SECOND PART

-AND-

THE RESORT VILLAGE OF SHIELDS, in the Province of Saskatchewan,  
(hereinafter referred to as "SHIELDS")  
OF THE THIRD PART

-AND-

THE RESORT VILLAGE OF THODE, in the Province of Saskatchewan,  
(hereinafter referred to as "THODE")  
OF THE FOURTH PART

WHEREAS the RM, TOWN, SHIELDS and THODE wish to associate with each other for the purpose of constituting and creating a First Response and Fire Fighting Commission to be known as the "Dundurn and District Fire Commission" (hereinafter referred to as "the Commission").

AND WHEREAS the RM, TOWN, SHIELDS and THODE wish to set forth the role of the RM Council, Dundurn Council, Shields Council and Thode Council (hereinafter referred to as the "Members") in relation to the Commission;

## **1. ESTABLISHMENT OF THE DUNDURN FIRE DEPARTMENT COMMISSION**

**1.1 NOW THEREFORE THIS AGREEMENT WITNESSED** that in consideration of these premises, covenants, promises and agreements hereinafter set forth, and subject to the terms and conditions hereinafter stated, the Councils jointly and severally agree as follows:

Pursuant to Section 42 of *The Municipalities Act*, the parties hereto agree to the establishment of the Commission.

The Commission shall oversee the operations of the Dundurn Fire Department, (herein referred to as the “DFD”)

All obligations outstanding to the Dundurn Fire Department Board by the parties, and by third parties, as at the effective date of this agreement shall continue. All obligations outstanding by the Dundurn Fire Department Board as at the effective date of this agreement shall continue.

All actions undertaken by the Dundurn Fire Department Board pursuant to the previous agreement are approved and ratified. This approval includes all approved actions taken by any employee, agent or servant of the Dundurn Fire Department Board.

The Commission shall be an unincorporated association, formed for the purposes of providing firefighting and rescue equipment and personnel services to each of the Member Municipalities (herein referred to as Members), in accordance with the terms of this agreement.

## **2. GOVERNANCE OF THE COMMISSION**

**2.1 The Commission shall consist of voting members, to be appointed by resolution of the Councils as per Appendix “A”:**

Each member shall be entitled to appoint one alternate commissioner. The alternate commissioner shall observe only unless the appointee is absent.

On the effective date, each member shall notify the Commission as to which persons have been appointed Commissioners and Alternate Commissioners by that member.

The Secretary/Treasurer of the Commission shall within a reasonable time after January 1 of each year obtain the most recent assessed owner count for each of

the members and shall calculate entitlements for each Member to appoint Commissioners based on Appendix "A".

The Secretary/Treasurer shall circulate to each Member and to the Commissioners and Alternate Commissioners, no later than the next February 15, the calculation with respect to entitlement.

In the event that the entitlement for any Member shall change as a result of the above mentioned calculation, then the Member shall immediately inform the Commission with respect to who shall be the Commissioners and Alternate Commissioners for that Member as a result of the redistribution of the entitlement.

2.2 Commissioners are to govern the Commission in accordance with the terms of this agreement and any applicable legislation, municipal, provincial or federal. In fulfilling that mandate, Commissioners are to act honestly, and in good faith.

Appointed and alternate members shall not be members of the Dundurn Fire Department.

### **3. TERM OF OFFICE**

The term of each member's appointment to the Commission shall be determined by the Council making the appointment. Members of the Commission shall be eligible for reappointment.

### **4. QUORUM**

A majority of the appointed Members shall constitute a quorum.

### **5. OFFICERS OF THE COMMISSION**

#### **5.1 CHAIR**

At the first meeting of the Commission, the Chair shall be elected from within the appointed Members for a maximum of 2 years in which the chair position will automatically rotate to the next municipalities appointed Member in order to provide each an opportunity to Chair.

## **5.2 SECRETARY TREASURER**

The Secretary Treasurer shall be hired by the Commission.

The Secretary Treasurer shall receive remuneration as determined by the Commission.

The Secretary Treasurer shall record all minutes and prepare financial records and a financial statement to present monthly and at each Commission meeting.

The Secretary Treasurer shall, at the request of the Chairperson, or no less than half of the Commission members, call a special meeting at a date specified in the request.

All financial transactions will be handled by the Secretary Treasurer who will maintain banking arrangements and good accounting practices that are acceptable to all Members and shall keep such books of account and submit such statements from time to time as the Commission requires. The Secretary Treasurer shall do the following:

- (a) establish a bank account in a credit union or chartered bank;
- (b) the cheque and bank signing authority shall be set by the Commission;
- (c) provide a monthly bank reconciliation for operating and capital accounts, listing of accounts payable, outstanding accounts receivable, income and expense financial activities report and balance sheet with respect to the Commission's previous month's activities.

The Secretary Treasurer shall maintain records respecting Capital Assets held by the Commission.

## **5.3 FIRE CHIEF**

The Fire Chief shall be the chief officer of the Dundurn Fire Department for firefighting and rescue matters for the Commission, and for each of the members. The Fire Chief shall be responsible for all aspects of the day to day operation of the Commission including:

- a) recruitment
- b) training
- c) succession planning
- d) Conformity to government standards
- e) statistical reporting; and
- f) such other duties as may be customarily discharged by the Fire Chief, including such duties as may be assigned to the Fire Chief by resolution of the Commissioners.

The Fire Chief shall receive compensation as determined by the Commissioners.

## 6. MEETINGS

The Commission shall meet quarterly or as required, at a time and place as set by resolution of the Commission at the first meeting of the Commission each year.

The Fire Chief, other staff and/or management may attend the meetings upon request of the Commission. Any individual from the Fire Department attending a meeting at the invitation of the Commission shall not have the right to vote.

All voting members of the Commission present shall vote on each question.

If the Chairperson is not in attendance at a meeting of the Commission, the members in attendance shall nominate a chairperson for that meeting.

All actions of the Commission shall be entered in the minute book, to be kept for this purpose and signed by the chair/presiding officer and Secretary Treasurer.

Draft copies of the minutes shall be forwarded to each Commissioner and to member municipalities to be presented at the first Council meeting following the Commission meeting. The items that require the action of the Members shall be noted in the draft minutes.

Upon approval of the minutes, at the next regular meeting of the Commission, the Chairperson and Secretary Treasurer shall initial each page.

## 7. POWERS, RESPONSIBILITIES AND OBLIGATIONS OF THE COMMISSION

7.1 The Commission is formed under Section 8 and 42 of *The Municipalities Act* and shall have the general power to oversee each of the following:

- (a) operation of the Dundurn Fire Department, maintenance and use of the fire fighting and or emergency response equipment, storage facilities and personnel matters;
- (b) set rates and levy charges on all service calls and other fees for specific services or call outs, including false alarm calls as the Commission shall from time to time determine. The rates will be reviewed in November of each year, with a 30-day written notice to all parties effected by a rate change;
- (c) develop a yearly budget in conjunction with the DFD Fire Chief for Councils approval;
- (d) make approved expenditures in connection with the operation and maintenance of the Commission and department;
- (e) adopt a Constitution for the Policies and Procedures of the members of the DFD as approved by the unanimous consent of the Councils.

## 7.2 Services Provided

The Commission shall provide firefighting and rescue equipment and personnel services to each of the Members, in accordance with the terms of this agreement.

It is understood and agreed that the resources available to provide such services may not permit full provision of all services at all times, particularly where service calls should occur at the same time. Accordingly, the members agree that the Commission shall resolve competing calls for its resources by way of policies adopted by the Commission from time to time.

The Commission may, in its discretion, offer services to other municipalities than the Members, provided that first call on resources shall be reasonably maintained for the Members.

## 7.3 Duties of the Commission

The Commission shall assist the Fire Chief in recruiting, training and retaining those persons necessary to provide reasonable service to the Members. The Commission shall be responsible for payment of any compensation to any Officer, Fire Chief or other servant of the Commission.

The Commission shall be responsible for the acquisition, maintenance, repair and disposition of all supplies, equipment and buildings as shall be required to provide reasonable service to Members. The Commission owns (either by title absolute or as lessee) all supplies, equipment and buildings acquired and not disposed of pursuant to this agreement. Improvements or betterments made to the buildings owned as outlined in Appendix 'B' shall become the property and asset of the owner

The Commission shall further be responsible for insuring against loss and damage all property owned by the Commission, and for acquiring, through the Members or otherwise, reasonably sufficient liability insurance to protect all servants of the Commission, the Commissioners & Officers, and the Members.

The Commission shall obtain Volunteer Fire Fighter and First Responder Insurance through Saskatchewan Urban Municipalities Association ("SUMA") on behalf of the Dundurn Fire Department

## 7.4 Duties of the Members

The Members shall be responsible for paying all sums owing to the Commission in a timely fashion.

The Members shall be responsible for assisting the Commission in the acquisition or disposition of any supplies, equipment, or buildings in a cost effective fashion.

The Members shall be responsible for all unpaid invoices owing by property owners of their respective municipalities. The members may choose to collect these invoices as per Subsections 8(1)(i) and 369(2)(b) of the Municipalities Act.

The Members, to the extent permitted by law, shall further indemnify and save harmless the Commission, the Commissioners, the Officers and any other servant of the Commission with respect to any third party claim not otherwise covered by insurance placed by the Commission.

## **8. COMMITTEES OF THE BOARD OF COMMISSIONERS**

The Commission may constitute such committees as it sees fit to carry out its purpose and duties, comprised of such persons as it sees fit, whether members of the Commission or not. The Commission shall appoint one member to be the Chairperson of any committee constituted by the Commission.

The duties of such committees shall be determined by the Commission.

The Chairperson of each committee shall annually submit a written report of the activities related to his or her respective committee to the Commission at its last meeting in each fiscal year, along with any suggestions or recommendations for the ensuing fiscal year.

## **9. ASSESSED PROPERTY OWNERS**

Each Member shall provide to the Commission a count of their municipal assessed property owners as at November 1<sup>st</sup>, effective from the starting year of this agreement.

If a Member makes an agreement for fire services/coverage with another provider besides the DFD and that service is for the exclusive use of specific assessed owners, those owner counts for capital and operations may be removed from the annual DFD assessed owner count with a one (1) year notice starting from November 1<sup>st</sup> of any year. Assessed owners removed from the DFD levy counts may have their levy fees changed in accordance to the requirements of the new service provider as they are no longer under the DFD agreement.

## **10. BUDGET AND OTHER FINANCIAL MATTERS**

The Commission shall submit to the Members for their approval a draft budget for the year by January 1 of each calendar year.

Upon unanimous approval by the Members of the budget, the Members shall submit to the Commission their operation and capital levy contribution for that budget year in two installments upon receipt of an invoice from the Secretary Treasurer.

Upon unanimous approval of a budget by the Members, the Commission may approve the Fire Chief or other DFD designate the authority to purchase on behalf of the Commission for up to \$10,000 per budgeted expense;

- a) Prior Approval is required from the Commission by the purchasing designate for any budgeted item over \$10,000.00;

Any non-budgeted operating or capital expense over \$5,000 shall require the unanimous consent of the Councils;

Any non-budgeted operating or capital expense under \$5,000 does not require unanimous approval by the Members provided there are reserve funds available;

The capital asset threshold shall be set at \$5,000;

The DFD will ensure that a detailed inventory is maintained and available for review at the request of a Member or the Commission;

The Secretary Treasurer shall administer the acquisition and disposal of equipment and materials in accordance with the directions of the Commission.

The Commission may also, at any time during the year, submit to the Members for their approval, estimates for extraordinary expenses.

Members will be provided copies of monthly financial statements and bank reconciliations including copies of bank balances.

Any surplus of funds at the end of any fiscal year shall remain in the operating account. A minimum balance of \$50,000 shall be retained in the Operating Account. Any surplus over the \$50,000 threshold shall be used to reduce the levy for the following year.

The records of the Commission shall be audited annually at the end of each fiscal year in accordance with *The Municipalities Act*.

## 11. CAPITAL CONTRIBUTIONS

The annual Budget will include an allocation to TCAR which will replace the annual capital contribution levy.

If unanimously agreed upon by resolution of the Members, Capital Contributions may be required from time to time for the acquisition of specific equipment.

Capital required for an expense(s) that will be for the *exclusive use* of any one municipality, must be paid for and managed by that municipality unless other management arrangements are made with the Dundurn and District Fire Commission..

## **12. LIMIT ON EXPENDITURES AND INDEBTEDNESS**

The DFD and Commission shall not incur any indebtedness or liability in any manner or for any purpose exceeding in any year the income and revenue provided for such year, without the assent of the Members.

## **13. FISCAL YEAR**

The fiscal year of the Commission shall be the calendar year, January 1 to December 31.

## **14. GIFTS AND DONATIONS**

Gifts and donations, monetary or otherwise, made to the Dundurn Fire Department shall become property of the Commission. Equipment or other materials purchased by Fire Fighters for use at the fire department, shall become property of the Commission.

## **15. TERM OF AGREEMENT**

The Members mutually agree that this Agreement shall be continuous, and renegotiation of all terms may be initiated and undertaken at any time on recommendation of the Commission and mutual agreement of the Members.

## **16. WITHDRAWAL FROM MEMBERSHIP**

In the event that either party desires to withdraw from or otherwise terminate this Agreement, that party shall give at least one-year written notice to that effect. Such notice shall be given on or before December 31, to be effective on December 31 in the year following.

All assets and credits will remain with the Commission except as described in **Appendix "B"**.

Should the Commission cease to exist or function for any cause whatsoever, any liabilities will be deducted from the assets (except as described in **Appendix "B"**), with any remaining surplus funds or losses to be distributed to the RM, Town, Shields, and Thode by percentage of their contribution as of the year the board ceases to exist.

## 17. DISPUTE RESOLUTION

Any Disputes between the parties relating to any matter under this Agreement shall, pursuant to Section 43(2) of *The Municipalities Act*, be submitted to the Saskatchewan Municipal Board to be determined pursuant to Part VIII of the Act.

**IN WITNESS, WHEREOF** the RM, Dundurn, Shields and Thode have hereunto affixed their corporate seals and duly attested by the hands of their officers authorized in this behalf, all on the day and year first above written.

The R.M. of Dundurn No. 314

Per. \_\_\_\_\_

Per. \_\_\_\_\_

Seal:

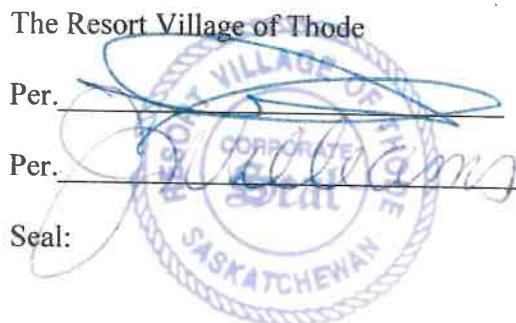


The Resort Village of Thode

Per. \_\_\_\_\_

Per. \_\_\_\_\_

Seal:



The Resort Village of Shields

Per. \_\_\_\_\_

Per. \_\_\_\_\_

Seal:



The Town of Dundurn

Per. \_\_\_\_\_

Per. \_\_\_\_\_

Seal:



**APPENDIX "A"**

**TO BYLAW NO. \_\_\_\_\_**

<b>ASSESSED OWNER COUNT</b>	<b>NUMBER OF COMMISSIONERS</b>
0 - 250	1
251 - 500	2
501 and over	3

## APPENDIX "B"

<u>PROPERTY DESCRIPTION</u>	<u>OWNER</u>	<u>PERCENTAGE OF OWNERSHIP</u>
<u>LAND</u>	Town of Dundurn	100%
<u>BUILDINGS</u>		
Fire Hall (main building)	Town of Dundurn	100%
Fire Hall Garage	RM of Dundurn	100%