

RURAL MUNICIPALITY OF PAYNTON NO. 470

BYLAW NO. 04 - 2015

PAYNTON DISTRICT FIRE BOARD BYLAW

THE COUNCIL FOR THE RURAL MUNICIPALITY OF PAYNTON NO. 470 IN THE PROVINCE OF SASKATCHEWAN ENACTS AS FOLLOWS:

Title

1. This Bylaw shall be cited as the "Rural Municipality of Paynton No. 470 – Paynton District Fire Board Bylaw".

Purpose

2. The purpose of this Bylaw is to provide for the entering into an agreement to establish the Paynton District Fire Board and provide fire protection services to the member municipalities, as attached and called Schedule A, and as made between the Rural Municipality of Paynton No. 470 and the Village of Paynton.

Agreement

3. The Council of the Rural Municipality of Paynton No. 470 is hereby authorized to enter into agreement with the Village of Paynton, the terms of which are attached hereto and marked Schedule A, for the purpose of establishing the Paynton Fire Board.
4. The Reeve and Administrator of the Rural Municipality of Paynton No. 470 are hereby authorized to sign and execute the Agreement, the terms of which are set out in Schedule 'A' attached hereto and forming a part of this Bylaw.


Repeal of Former Bylaws

5. Bylaw No. 1, 2008 is hereby repealed.

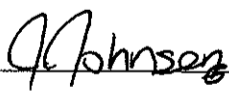
Coming Into Force

6. This Bylaw shall come into force on the first day of January 2015.



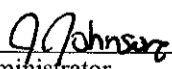


Reeve

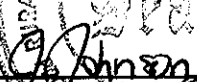


Administrator

Read a third time and adopted
this 4 day of March



Administrator

CERTIFIED A TRUE COPY
Dated this 4 day of March, 2015.


Administrator

SCHEDULE A

THIS AGREEMENT made this 10 day of MARCH, 2015

BETWEEN:

The Rural Municipality of Paynton No. 470 and
The Village of Paynton.

Municipal corporations, in the Province of Saskatchewan, hereinafter referred to as "municipalities" or "municipality".

1. SERVICE AREA BOUNDARIES

1.1. Fire Protection shall be provided within

1.1.1 The boundaries of the Rural Municipality of Paynton No. 470; and

1.1.2 The corporate limits of the Village of Paynton.

1.2. Mutual Aid fire protection shall also be provided within the Rural Municipality of Eldon No. 471, Town of Maidstone and Village of Waseca as stated and agreed upon under separate Agreement.

1.3. The area stated in section 1 of this Bylaw shall be referred to as the "Paynton Fire Protection Area".

2. ESTABLISHMENT OF FIRE BOARD

2.1. This Agreement hereby establishes the Paynton District Fire Board to administer the provision of fire protection services required in the Paynton Fire Protection Area.

2.2. The Paynton District Fire Board, hereinafter referred to as "the Board", shall be made up of the following members to be appointed annually in January, with full voting privileges:

- Two (2) from the Rural Municipality of Paynton No. 470 Council
- One (1) from the Village of Paynton Council
- Two (2) Ratepayers from the municipalities
- One (1) appointed by the Rural Municipality of Eldon No. 471
- Two (2) Emergency Measures Organization (EMO) Coordinator for Paynton & District

2.3. The Board shall also consist of the following with no voting privileges:

- Administrator of the Rural Municipality of Paynton No. 470, as Secretary to the Board
- Paynton Fire Chief, and in his absence the Deputy Fire Chief or designate for the Paynton Fire Protection Area

3. FINANCIAL, BUDGET, REQUISITION, USER FEES

3.1. The Board shall operate with its fiscal year being the calendar year.

3.2. The Paynton Fire Protection Service shall be financed on a requisition and user fee basis. The user fee shall be initially set by this Agreement and can be adjusted only by the recommendation of the Paynton District Fire Board and approval by the member municipalities.

3.3. The Board shall on or before March 1st in each year finalize an annual budget and advise the municipalities of the requisition for the current year.

3.4. The hourly rates for services are as follows:

Fire Truck	\$500.00 per hour
Fire Personnel	\$ 20.00 per hour (discretionary charge)
False Alarm Fee	\$ 50.00
Actual Costs Incurred	

3.5. The Fire chief or his/her designate shall approve the call-outs to which the user fees specified in section 3.3 shall be applied and invoiced. Any invoices unpaid by the user within 60 days shall be forwarded to the member municipality for payment.

[Handwritten Signature]
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- 3.6 The Board shall on or before July 1st in each year, provide a copy of the Audited Financial Statement to the municipalities for the previous year.
- 3.7 The Board's annual budget shall be divided into the following 2 components:

CAPITAL – providing funds for the purchase and replacement of all capital assets necessary to provide fire protection, and includes:

- Land and buildings;
- Fire truck(s);
- Firefighting equipment;
- Capital Replacement Fund to allow for the accumulation of funds for the replacement of major capital assets;
- Other capital assets identified by the Board.

OPERATIONS – providing funds for operating costs and includes:

- Fire alarm and fire phones;
- Fire hall utility and maintenance;
- Firemen's training;
- Administration;
- Insurance;
- Firemen's wages for fighting fire;
- Fire truck(s) operation, maintenance and repair; and
- Other costs identified by the Board.

- 3.8 Capital and Operations components of the budget will be requisitioned from the member municipalities based on the following formula:

$$A's \text{ levy} = B \times \left(\frac{A's \text{ Population}}{\text{Fire Area Population}} + \frac{A's \text{ Assessment}}{\text{Fire Area Assessment}} \right) / 2$$

WHERE:

A	=	The member municipality
B	=	Total Capital & Operations Components of Budget
Population	=	As of the last census
Assessment	=	Per previous year's confirmed assessment roll

- 3.9 In the first year operation, to establish each municipalities share of the Budget, the total previous year's actual capital and operations for the Paynton Fire Department shall be applied to the formula stated in section 3.8. The municipalities' levy amounts will be invoiced by the Board and is payable within 30 days in the first year and by February 28th of each following year.
- 3.10 The parties agree that ownership of the fire hall and all the existing firefighting equipment owned by the Village of Paynton and Rural Municipality of Paynton No. 470, will transfer to the Board.
- 3.11 User fees collected for hourly rate charges for the current year shall be submitted to the member municipalities before April 1st of each year. User fees collected from areas other than those covered by this Agreement shall be retained by the Board.
- 3.12 Existing monies in the Credit Union iSave – Paynton Fire Services account at December 31, 2007 shall be held in Trust until resolution of each Council approves release for a "specified" capital project.

4. FIRE FIGHTING MANPOWER

- 4.1 The Board shall make provision for manpower to operate the firefighting equipment.
- 4.2 The firefighting manpower shall remain under the direction of the Fire Chief, and in his absence, his Deputy or any other person designated who is discharging his duties and responsibilities for the time being.
- 4.3 The Board agrees to pay for the training of people in each municipality to assist in fire fighting. All training must be pre-approved by the Board.
- 4.4 At the discretion of the Fire Board, or Fire Chief if designated by the Fire Board, the Paynton Fire Department may attend a call out outside the boundaries of the Paynton Fire Protection Service Area.

4.5 In the event that fires occur simultaneously in the Village of Paynton and the Rural Municipality of Paynton, the Fire Chief shall have the sole discretion to determine what assistance can be given and what men and equipment can be made available for such fires.

5. PERIOD OF ASSISTANCE

5.1 For the purpose of this Agreement, the period of assistance shall be deemed to commence after the departure of the firefighting unit directly to the fire, and end after the return of the firefighting unit, taking into account any cleanup, setup or takedown, and refuelling required.

6. RECIPROCAL AGREEMENTS

6.1 The Board shall endeavour to maintain reciprocal agreements with surrounding Fire Protection areas to provide backup if required.

7. INDEMNIFICATION

7.1 The Board shall protect, indemnify and save harmless the Fire Chief, or his designate, the Deputy Fire chief, and any person performing duties authorized by them from any action by any parties who feel aggrieved as a result of any decision made by them as provided for in this Agreement.

8. AGREEMENT

8.1 This Agreement shall be continuous but by unanimous consent of the parties hereto it may be amended or replaced by another agreement.

8.2 This Agreement shall be reviewed by the member municipalities of this Agreement at least every 5 years.

8.3 This Agreement shall come into force as of the date shown on this Agreement.

8.4 It is further agreed that any one municipality may withdraw from this Agreement by giving 1 clear calendar year notice in writing.

8.5 It is further agreed that in the event of a municipality withdrawing from this Agreement, the initial capital contribution and any subsequent capital contributions made by the withdrawing party shall be forfeited.

8.6 It is further agreed that in the event of termination of this Agreement, the assets of the Board as of the date of the signing this Agreement shall be distributed to the member municipalities on a 50:50 joint ownership basis, and the any assets of the Board accumulated after the date of the signing of this Agreement shall be distributed to the member municipalities on a 20 Village: 80 RM basis.

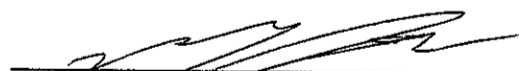
IN WITNESS WHEREOF the Parties have affixed their respective corporate seals, as attested by their proper respective officers.

RURAL MUNICIPALITY OF PAYNTON NO. 470 .

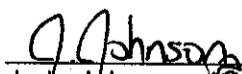
VILLAGE OF PAYNTON



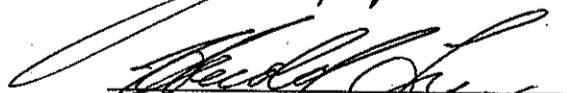
Kevin Garrett, Reeve



Deputy Mayor



Jade Johnson, Administrator



Harold Trew, Administrator