

TOWN OF LUMSDEN

BYLAW No. 3-2001

**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 be known as the *Lumsden & District Fire Protection District* and 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:

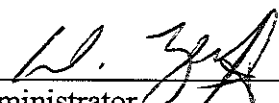
1. The Mayor and Administrator are hereby authorized to execute under the seal of the Town of Lumsden an agreement in writing between the Town of Lumsden and Rural Municipality of Lumsden No. 189 for the purpose of establishing the Lumsden & District Fire Protection District and to provide fire protection 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.

Read a first time this 24th Day of September , 2001.
Read a second time this 24th Day of September , 2001.
Read a third time this 9th Day of October , 2001.

(SEAL)



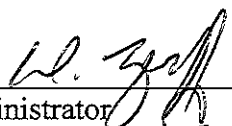
Mayor



Administrator

Certified a true copy of Bylaw No. 3-2001
adopted by resolution of Council on the
9th day of October, 2001.

(SEAL)



Administrator

Exhibit A to Bylaw No. 3-2001

Memorandum of Agreement made this 9th day of Oct, 2001 A.D.

Between:

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

THE PARTY OF THE FIRST PART

-and-

The "**Rural Municipality of Lumsden No. 189**"
a municipal corporation of and in the Province of Saskatchewan,
Hereinafter referred to as

THE PARTY OF THE SECOND PART

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*") of said District in accordance with the boundaries as outlined in section 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*") of said District in accordance with the boundaries as outlined in section 2.
- (d) The respective contribution of each party to the capital cost of furnishing the requisite 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 "B", 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 "C", hereinafter referred to as "*fire call out fees*", to be charged to the respective municipality, subject to clause 23 and 24, 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 "C".

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. The parties to this agreement recognize that the Town of Lumsden owns existing fire fighting equipment and that a detailed listing of this equipment is attached on Schedule "D". Further, it is recognized that both parties currently share the Fire Hall operating and capital costs.

COMMITTEE

11. The Committee shall be called the "*Lumsden Fire District Committee*".
12. The Committee shall be composed of at least three (3) representatives from each of the parties to this Agreement, but it is agreed that each party to this Agreement shall be entitled to additional non-voting representation on the Committee as follows:
Administrator, Fire Chief, Deputy Fire Chief(s)
13. The term of office of each representative appointed, by the said municipalities, to the Committee shall be one (1) full calendar year.
14. The Committee shall every two (2) years appoint from the members of the fire department, an executive that consists of three (3) members as follows:

- a) Fire Chief,
 - b) Two (2) Deputy Fire Chiefs,
 - c) Appointments shall be made based on consultations or recommendations from a majority of the members of the fire department,
 - d) The Committee may delegate to the Fire Chief such powers, as the Committee shall, from time to time, deem appropriate,
 - e) The procedure to be followed by the Committee in conducting its business meetings shall be as set out in Schedule "A" to this Agreement,
 - f) The Committee shall annually develop and provide to each council a budget containing estimated operation and capital costs for the next three calendar years.
15. The Committee shall, inter alia have the general power to conduct preliminary negotiations and to report back to the municipal councils of the municipalities first named in this agreement as to their findings; to operate, maintain and use the fire-fighting equipment; to provide training to firefighters; and to recommend for payment, to the councils or designated council, first named, all expenditures incurred in connection with the operation and maintenance of firefighting equipment that is under the control of the Committee.
- a) It is agreed by the parties to this agreement that the designated council shall be the first named (*Town of Lumsden*),
 - b) The designated council shall be responsible for all related revenues, expenditures and their administration,
 - c) The Administrator shall provide an annual financial report to each Council, and financial or other reports as requested by the Committee,
 - d) The powers and duties of the Committee may be broadened or abrogated from time to time as unanimously determined by the parties to this Agreement and evidenced by supplemental written agreements duly ratified by the councils of the respective parties to this Agreement but the councils of the municipalities first named in this agreement shall be the parties that enter into all contracts and/or agreements and pass all necessary bylaws in respect to the said District.

FIRE DEPARTMENT

16. The fire department shall be called the "*Lumsden & District Fire Department*".
17. 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 "B".
18. The fire department shall be comprised of a minimum of eighteen (18) members to provide the level of fire protection service desired by the District.
19. The fire department members shall provide a recommendation to the Committee on which members may be appointed to a fire department executive. The executive shall

- consist of three (3) members that include a Fire Chief and two Deputy Fire Chiefs.
20. The Fire Chief and each Deputy Fire Chief shall hold office for a term of two (2) calendar years,
 21. The fire department executive shall work with the Committee to develop and implement a standard operating procedures manual, hereinafter referred to as the "SOP", which sets out specific fire fighting procedures and levels of protection or rescue services the fire department will provide to the District.
 22. The SOP manual shall be adopted by the Committee and ratified by each respective municipality. All future amendments to the SOP manual shall be adopted and ratified in the same manner.
 23. The fire department executive shall provide a copy of the SOP manual and amendments to each member of the fire department.

FIRE SERVICE/RESPONSE FEES

24. The parties agree that the Town of Lumsden will be exempt from the charges set out in schedule "C"; 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 uniform mill rate.
25. The parties agree that a fire call out fee shall be charged to the second named (Rural Municipality of Lumsden No. 189), 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 "C".
26. The parties agree that the said fee revenue shall be applied against the payments required by the second named party (Rural Municipality of Lumsden No.189), under Clause 8 and 9 of this agreement; and It is further agreed that the Rural Municipality of Lumsden No. 189 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 uniform mill rate.

GENERAL

27. 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.
28. 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.
29. 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 shall commence on, January 1st, 2002 and be continuous. 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 corporate seals attested to by the hands of their proper signing officers.

Town of Lumsden

SEAL

Barber
Mayor

W. Zell
Administrator

Rural Municipality of Lumsden No. 189

SEAL

James R. Reppin
Reeve

W. Zell
Administrator

Certified to be a True Copy of **Bylaw No. 3-2001**
Adopted by council on the 9th day of October, 2001.

W. Zell
Administrator

SCHEDULE "A" attached to Exhibit A and forms part of Bylaw No. 3-2001

Bylaws of the "LUMSDEN FIRE DISTRICT COMMITTEE"

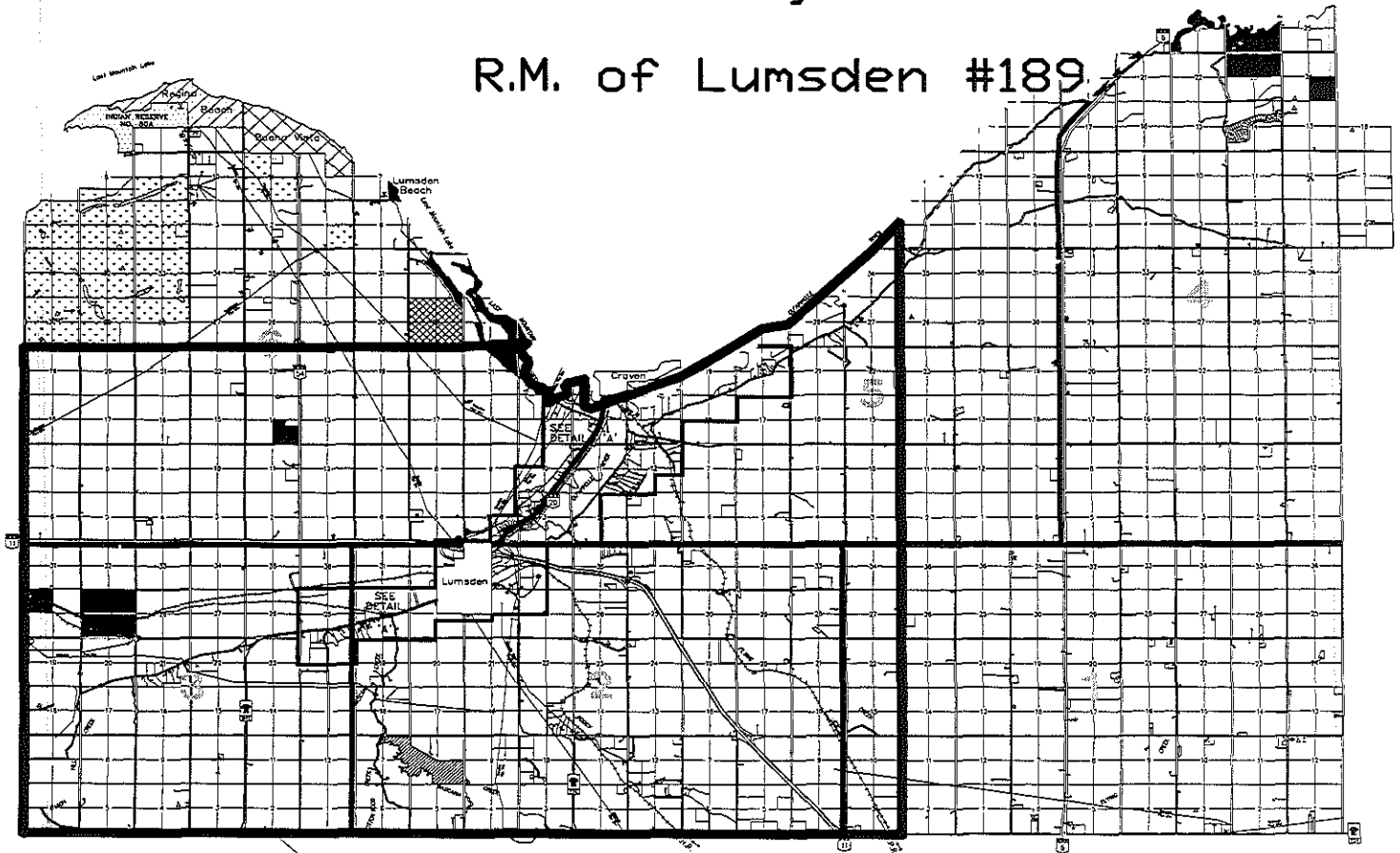
1. The Committee shall elect by vote, a Chairman who shall hold office for one (1) year.
2. The Administrator shall whenever possible be present and record the minutes of all meetings of the Committee and shall have charge of and possession of the Committee records but shall have no voting powers.
3. The Administrator shall provide each member of the Committee and their respective Council with a copy of all minutes of all meetings of the Committee.
4. The Committee shall have at least one (1) regular meeting in each year, commencing with the year 2001; one (1) meeting being held on or before the 1st day of April in each year with all other meetings at such time as a majority of the Committee or the Chairman shall from time to time determine.
5. The Committee may by motion set regular meeting dates and times.
6. The Chairman shall have the power to call for a special meeting of the Committee at such times as he shall deem fit, in addition to the regular meeting set out in paragraph four (4) hereof, upon giving the members of the Committee notice as follows:
7. Any three (3) members of the Committee shall have the power to call for a special meeting of the Committee and shall do so by providing the Chairman of the Committee with seven (7) days written notice of their intention to convene a meeting of the Committee.
8. No business shall be conducted at a regular meeting or special meeting of the Board unless there is a quorum of four (4) members of the Committee present at the meeting when the meeting proceeds to business.
9. Any resolution of the Committee requiring financial contribution by any or all of the municipalities party to the agreement constituting the Committee shall require a two-thirds (2/3) majority of the membership of the Committee approving said resolution, and shall be ratified by each of the parties to the agreement previously referred to.
10. Any other resolutions of the Committee shall require a simple majority of the quorum present at the meeting when the resolution is passed.

SCHEDULE "B" attached to Exhibit A and forms part of Bylaw No. 3-2001

Map of the "LUMSDEN RURAL FIRE PROTECTION AREA"

Schedule "B" to Bylaw 3-2001

R.M. of Lumsden #189



Lumsden Rural Fire Protection Area

SCHEDULE "C" attached to Exhibit A and forms part of Bylaw No. 3-2001

Schedule of Rates for "FIRE CALL OUT FEES"

	<u>Basic Rate</u>	<u>Plus</u>	<u>Hourly Rate</u>
<u>Equipment Rates</u>			
Emergency Response Vehicle	\$500.00	+	\$100.00 /hr.
Fire Pumper Vehicle	\$300.00	+	\$100.00 /hr.
Fire Truck Vehicle	\$300.00	+	\$100.00 /hr.
<u>Firefighter Rates</u>			
Fire Chief		+	\$15.00 /hr.
Deputy Fire Chief		+	\$10.00 /hr.
Firefighters		+	\$ 8.00 /hr.

SCHEDULE "D" attached to Exhibit A and forms part of Bylaw No. 3-2001**Listing of Equipment and Buildings and Respective Owner**

<u>Equipment Description</u>	<u>Party Owned By</u>
1) Fire Hall -2 Bays attached to Town/RM Office	Town of Lumsden / RM of Lumsden No.189
2) Equipment located at Fire Hall, as follows:	Town of Lumsden
a) 1 - 20' Extension Aluminum Ladder	
b) 16 sets of turnout gear, including helmet, boots, gloves, balaclavas	
c) 100' garden hose	
d) 2 - squeegees	
e) 2 - brooms	
f) 2 - 1" fill (hoses) assemblies	
g) grass fire fighting backpacks: 4 hard packs (need parts); 1 softpack	
h) 1 cut-off saw - 14" - jointly purchased by Town of Lumsden & Lumsden Fire Department	
i) 3 - Scott Self Contained Breathing Apparatus w/ air bottles	Town of Lumsden
j) 3 - spare bottles for Breathing Apparatus	
k) Hose:	
i) 7 - 2 1/2" Canvas, 50' lengths	
ii) 5 - 1/2" Canvas, 50' lengths	
l) 2 - water jugs	
m) 1 old television	
n) 2 - 1 gallon jerry cans	
o) 1 - 2 1/2 gallon jerry can	
p) 1 - 35 mm automatic camera	
q) 2 - Houligan Bars (new)	
r) 2 - battery chargers	
s) 2 - stand alone nozzle, c/w 2 - 2 1/2" hose connectors	
t) 1 - Multi Max Gas Detector, jointly purchased by Town of Lumsden & Lumsden Fire Dept.	
u) 2 - stretchers	Town of Lumsden
v) 1 - hose washer	
w) 2 VHF Radios (need repair)	
x) 1 cell phone - 731-8004	
y) 7 - "Essentials of Fire Fighting IV" Manuals	
z) Miscellaneous Supplies:	
i) 1 - 20 l purple K; F. Ext. Powder	
ii) 1 - 20 l ansulite 3% foam	
iii) 1 - box shag sorb	
iv) 6 - oil filters	
v) 6 - octane booster	
vi) 5 - int. cleaners	
vii) 2 - wax	
viii) 18 - cans paint	
aa) 1 - coffee maker and cups	
bb) 1 - trouble light	Town of Lumsden
cc) 1 - 20' extension cord	
dd) 1 - 10' extension cord	
3) 1954 Bickle Seagrave (No.2) Pumper Unit	Town of Lumsden
c/w vhf radio, siren, lights & equipment as follows:	
a) Hose -	
i) 4" Hard suction 20'	
ii) 2 1/2 " hard suction 20'	
iii) 1 1/2 hard suction 20'	
iv) 2 1/2 hard suction 20'	
v) 2 - 100' lengths of 1" high pressure hose, each c/w Akron 1" combination nozzles	
vi) 4" rubber hose - 25' length	
vii) 1 - Stop Flow Device	
b) 2 - axes	
c) Hose wrench	
i) 2 - 2 1/2" / 1 1/2" combination	

<u>Equipment Description</u>	<u>Party Owned By</u>
ii) 2 - 4" wrenches	
d) Nozzles	
i) 2 - 1 1/2" Akron combination	
ii) 1 - 2 1/2" fire wall	
iii) 1 - 1 1/2" Phome Aire foam nozzle	
iv) 1 - 2 1/2" Select-O-Matic combination nozzle	
e) Coupler	
i) 1 - female/male straight	
ii) 2 - female/male swivel coupler	
iii) 1 - regular Fire Department Thread/ Quick Connect	
iv) 1 - Canadian Western Thread / Quick Connect	
f) pry bar - 1	
g) pike pole	
i) 1 - 6'	
ii) 1 - 14'	
h) ladders	
i) 1 - 16' Aluminum	
ii) 1 - 16' extension aluminum	
iii) 1 - 12' collapsible wood	
i) flashlights - 3	
j) water jug - 1	
k) mitts - 4 pairs	
l) fire extinguishers	Town of Lumsden
i) 1 - 30 lb. BC	
ii) 1 - 10 lb. CO2	
iii) 1 - 20 lb. C	
m) 2- grass fire fighting back packs	
n) 1 - Scott Self-Contained Breathing Apparatus	Town of Lumsden
o) 1 - spare air bottle for Breathing Apparatus	
p) tool box - 1	
q) brooms - 3	
r) hose bed	
i) 1 - Y 2 1/2" x 1 1/2" x 1 1/2" valve	
ii) 2 - 2 1/2" Gated Valve	
iii) 2 - 1 1/2" Akron combination nozzles	
iv) 400' - 2 1/2" canvas hose	
v) 150' - 2 1/2" canvas hose	
vi) 150' - 2 1/2" rubber hose	
vii) 150' - 1 1/2" rubber hose	
viii) 150' - 1 1/2" canvas hose	
4) International No. B-61-4200 Dec. 20, 1961 Pumper Truck ,	Town of Lumsden
Model 1706, sn cw-41134-F-8	
W/ 625 gpm @ 150 PSI pump & equipment as follows:	
a) VHF radio, 2 flashlights, 1 pr. Mitts. 1 pr gloves, 1 water jug	
b) Nozzles - 2 - 2 1/2" combination	
c) 1 - 1 1/2" VIPER combination nozzle	
d) 1 - 1 1/2" Akron combination nozzle	
e) Couplers	
i) 2 - swivel Male/Female	
ii) 1 - 1 1/2" combination nozzle	
iii) 2 1/2" x 1 1/2" x 1 1/2" y/valve	
iv) 2 1/2" x 1 1/2" reducer coupler	
v) 4" Canadian Western Thread/Quick Connect	
vi) Fire Department Thread/Quick Connect coupler	
f) Hose	
i) 2 - 10' X 4" hard suction	
ii) 1 - 20' X 2" hard suction	
iii) 4" X 20' rubber hose Quick connect	
iv) 150' - 2 1/2" rubber hose	
v) 800' - 2 1/2" Canvas Line	
vi) 50' - 1 1/2" rubber hose	

<u>Equipment Description</u>	<u>Party Owned By</u>
vii) 200' - 1 1/2" Canvas Line	
viii) 100' - 1 1/2" rubber hose	
ix) 100' - 1 1/2" Canvas Line	
x) 2 - 100' high pressure hose each w/Akron 1" combination nozzles	
g) axes	
i) 2 Fibreglass - new	
h) 2 - Scott Self Contained Breathing Apparatus	
i) 2 - spare bottles for Breathing apparatus	
j) 1 - prybar	
k) Ladders	Town of Lumsden
i) 1 - 12' extension ladder	
ii) 1 - 14' ladder	
iii) 1 - 10' Collapsible Aluminum ladder	
l) Fire Extinguishers	
i) 1 - 20 lb BC Dry Chem	
ii) 1 - 20 lb. BC CO	
iii) 1 - 30 lb. ABC Dry Chem	
m) 1 - 1 1/2 Honda Pump motor	
n) 2 - 50' 1 1/2" hose	
o) 1 - 2 gallon jerry can	
p) 1 - rope cutters	
q) 1 - Wheel cock	
r) 1 - 20' 4" Quick Connect Hose	
s) 1 - tool box	
t) 1 - first aid kit	
u) Wrenches	
i) 1 - 4" hose w.	
ii) 2 - Fire Hydrant wrenches	