


**TOWN OF BIG RIVER
BYLAW 2021-02**

A BYLAW OF THE TOWN OF BIG RIVER TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF BIG RIVER NO. 555 FOR THE FORMATION AND ONGOING OPERATION OF A BIG RIVER AND DISTRICT FIRE DEPARTMENT AND TO RECOVER PROTECTIVE SERVICES COSTS OUTSIDE OF THE TOWN OF BIG RIVER AND RURAL MUNICIPALITY OF BIG RIVER NO. 555.

The Council of the Town of Big River, in the Province of Saskatchewan enacts as follows:

1. The Mayor and the Town Administrator of the Town of Big River are hereby authorized, empowered and directed to execute the agreement between the Town of Big River and the Rural Municipality of Big River No. 555, the terms of which are attached hereto and marked as Exhibit "A" to this bylaw.
2. Bylaw No. 2019-08 and 2021-01 are hereby repealed.




Mayor



Administrator

Read a first time this 21st day of June, 2021.
Read a second time this 21st day of June, 2021.
Read a third time and adopted this 21st day of June, 2021.



Certified A True Copy
of Bylaw # 2021-02


Town Administrator



EXHIBIT "A" TO BYLAW NO. 2021-02

Memorandum of Agreement made this 1st day of June, 2021.

BETWEEN:

THE RURAL MUNICIPALITY OF BIG RIVER NO. 555, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as the R.M.,

and

THE TOWN OF BIG RIVER, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as the Town.

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 department" and to provide fire protection and Jaws of Life services to all residents within its boundaries, (hereinafter called the Fire Department).
- (b) The constitution of a representative Committee to administer the operation of the Fire Department (hereinafter called the Committee) of the District in accordance with the boundaries outlined in Section 1 (2).
- (c) The respective contribution of each party to the capital cost of furnishing the requisite equipment and storage facilities for utilization in fire and jaws of life protection in the District.
- (d) The respective contribution of each party to the operating expenses incurred in providing fire and jaws of life protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. FIRE DEPARTMENT.

1. The Department shall be called the "Big River & District Fire Department".
2. The Department shall provide fire and jaws of life protection to the following areas:
 - (a) All property within the municipal boundaries of the Town of Big River.

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(b) The following Townships within the R.M.

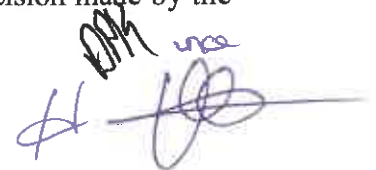
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2. FIRE COMMITTEE.

1. The Committee shall be called the "Big River & District Fire Committee".
2. The Committee shall comprise of a minimum of: two members appointed from the town, one of which shall be an elected official, two members appointed from the R.M., one of which shall be an elected official, the Fire Chief and a Secretary Treasurer.
3. The term of office and qualifications of each member appointed to the Committee shall be determined by the party appointing such member, but the term of office shall in no case be less than one year.
4. The Committee shall at its first meeting of each year elect a Chairperson and Vice-Chairperson.
5. The Committee shall meet at least four times a year.
6. The Town Administrator shall be the Secretary Treasurer of the Committee and shall not have any voting powers.
7. The Committee shall be responsible to oversee the operations of the Fire Department.
8. The Committee shall prior to February 28th of each year meet to prepare an operating budget for that year, to be submitted to the participating Councils for their approval.
9. The Committee shall also maintain a five-year Capital Budget which shall accompany their operating budget each year when being submitted for approval.
10. Any expenditure which may be required in excess of the budget must be approved by both Councils.
11. The Committee shall recommend fees to be charged by the Department which shall be approved by the respective Councils:
 1. Any cost of services provided by the Fire Department for fire prevention, suppression and emergency response services on any property within the R.M. of Big River No. 555 shall be charged directly to the owner of the property, in accordance with the rates contained within Schedule "A" of this Bylaw, which may be revised from time to time.

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2. As of June 1, 2021, any cost of services provided by the Fire Department for fire prevention, suppression and emergency response services on any property within the Town of Big River shall be charged directly to the owner of the property, in accordance with the rates contained within Schedule "A" of this Bylaw, which may be revised from time to time.
 3. The cost of services provided by the Fire Department for fire prevention, suppression and emergency response services provided outside of the municipalities of the Town of Big River shall be charged directly to the person who receives the service in accordance with Schedule "A" of this Bylaw, which may be revised from time to time.
 4. Vehicles/Automobiles: (any vehicle listed in *The Automobile Accident Insurance Act*, *The All-Terrain Vehicles Act*, *The Traffic Safety Act*, *The Snowmobile Act*, and *The Highways and Transportation Act*) Fire suppression services will be charged to the vehicle/property owner or their insurer(s) and for all vehicle accidents, Jaws of Life services, vehicle fires, and fires caused by a vehicle fire occurring within the boundaries of the Town of Big River, Rural Municipality No. 555 and all other areas which the Fire Department responds.
 5. Any amount which remains unpaid by the person referenced in Section 11(1) and 11(3) of this bylaw at the end of the calendar year, shall be forwarded to the respective municipality in accordance with Subsection 42(3) of *The Municipalities Act*, to be added to the taxes on any property owned by the person and collected in the same manner as taxes.
 6. Any amount which remains unpaid by the person referenced in Section 11(2) of this bylaw at the end of the calendar year, shall be applied to the taxes of the property in accordance with Subsection 369 of *The Municipalities Act*.
 12. The Committee shall review this agreement annually and present their recommendations to their respective Councils.
3. FIRE CHIEF.
1. The Fire Chief or his designate, for the Town shall be the Fire Chief of the Big River & District Fire Department.
 2. The Fire Chief, or in the absence of the Fire Chief, the designate, shall have the sole authority to dispatch whatever fire protection or Jaws of Life equipment that is necessary within the Town or the R.M.
 3. The parties hereto agree to protect, indemnify and save harmless the Fire Chief from any action by any party who feels aggrieved as a result of any decision made by the Fire Chief as provided for within this agreement.



4. FIRE BRIGADE.

1. The Town's Fire Brigade shall provide fire fighting and Jaws of Life services within the areas as designated in Section 1 (2).
2. The R.M. shall provide three trained personnel from each Division in the R.M. The cost of training shall be borne by the Fire Department.

5. FIRE HALL.

1. The Town agrees to provide the property, for which the fire hall shall be erected upon, known as Lots "A", "B", and "C", Block 15, Plan CB325, as defined in the Certificate of Title numbers 91B16001, 64B06891, in the Town of Big River.
2. Notwithstanding Section 5 (1), the Committee shall recommend for approval to their respective Councils, a portion of property to be allocated to the Town to be used at their discretion.
3. The R.M. agrees to pay 60% of the cost for the construction of a fire hall and the Town shall pay the remaining 40%.
4. Any capital costs incurred by the Fire Department beyond the initial cost of the building shall be cost shared on a 50-50 basis between the R.M. and the Town.
5. All operating costs of the Fire Hall shall be cost shared on a 50-50 basis between the RM. and Town.

6. FIRE EQUIPMENT.

1. All fire fighting equipment that is owned by the Town and RM. shall not be under the direction of the Fire Committee unless otherwise stated.

7. ADMINISTRATION.

1. All revenue and expenditures of the Department shall be processed through the Town Books.
2. The Secretary Treasurer shall record the minutes of all meetings of the Committee and shall have charge of and possession of the Committee records.
3. The Secretary Treasurer shall at the end of each year requisition from the R.M. an amount equal to 50% of the operating costs of the Department.
4. The Secretary Treasurer shall also prepare a Statement of Revenue and Expenditures, accounting for all the transactions of the Department which shall be submitted to each Council.

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5. The Secretary Treasurer shall perform any other duties as directed by the Committee.
6. The Secretary Treasurer shall keep separate detailed records of all capital purchases made for each truck and for the fire department. These records shall include the cheque number, amount, description of purchase and to whom it was paid. The Secretary Treasurer shall also prepare an inventory of the equipment that each respective municipality is providing to the fire department.

8. DISSOLUTION.

1. It is agreed that any party may withdraw from this agreement upon giving the other party three years written notice unless otherwise agreed by both Councils.
2. In the event that this agreement is terminated, all capital assets shall be disposed of in the following manner:
 - (a) Each municipality shall retrieve their respective fire trucks and their equipment as recorded in Section 7 (6).
 - (b) The capital purchases of the fire department as recorded in Section 7 (6) may be purchased by either party, however, in the event that neither party is interested in the assets or both parties are interested in purchasing the assets, the assets will be sold and the money split equally between both parties.
 - (c) The fire hall may be purchased by either party at current market value and in the event the parties cannot agree to a price, or if both parties are interested in purchasing the fire hall building and the property, known as Lots "A", and "B" as described in Certificate of Title 91B16001, would be sold and the money would be split 60 - 40. The R.M. receiving 60% and the Town 40%.
 - (d) Notwithstanding Section 8 (2) c, if renovations to the building exceeded 50% of the initial cost of purchasing the building, the interest in the building would be 55-45. The R.M. receiving 55% and the Town 45%.

This agreement shall come into force retroactive to June 1, 2021.

R.M. OF BIG RIVER

TOWN OF BIG RIVER

Deputy Reeve

Mayor

Acting Administrator

Administrator

