

TOWN OF CORONACH

BYLAW NO. 1 of 1979

*amended
4/89*

A BYLAW OF THE TOWN OF CORONACH, IN THE PROVINCE OF SASKATCHEWAN TO PROVIDE FOR THE ESTABLISHMENT OF A FIRE PROTECTION ASSOCIATION.

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

1. Under the provisions of section 235 (1) of the Urban Municipalities Act 1970, it shall be lawful for the Town of Coronach to enter into an agreement with the Rural Municipality of Hart Butte No. 11 for the purpose of providing fire protection to the said Municipalities.
2. The terms and conditions shall be as set out in the agreement attached hereto and identified as "Exhibit A" to this bylaw.
3. The Mayor and Clerk of the Town of Coronach are hereby authorized to sign and execute the agreement hereinbefore referred to and identified as "Exhibit A".
4. This bylaw shall come into force on the date of the final passing thereof.



M. Szigutskaw
.....
Mayor

A. Thompson
.....
Town Clerk

Certified a True Copy of Bylaw No. 1/79 of the Town of Coronach as adopted by resolution of Council on the 9th day of January, 1979 A.D.

A. Thompson
.....
Town Clerk

M. Szigutskaw
.....
Mayor

[Handwritten signature]

BETWEEN:

THE RURAL MUNICIPALITY OF HART BUTTE NO. 11, IN THE PROVINCE OF SASKATCHEWAN, hereinafter referred to as "THE PARTY of the FIRST PART".

and

THE TOWN OF CORONACH, IN THE PROVINCE OF SASKATCHEWAN, hereinafter referred to as "THE PARTY of the SECOND PART".

WHEREAS the parties hereto are desirous of co-operating to carry out jointly the service of providing fire protection within the boundaries of said parties jurisdiction, in which they have a common interest and which each of them could lawfully carry out alone within its own territorial limits; and

WHEREAS, by virtue of Section 241 of the Revised Statutes of Saskatchewan, 1972 of the Rural Municipality Act, and, Subsection 1 of Section 235 of the Revised Statutes of Saskatchewan, 1970 of the Urban Municipality Act, respectively they have the power and authority to enter into such an agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

It is mutually agreed and understood that:

1. An Association shall be formed between the parties hereto for the purpose of carrying out fire protection within their respective boundaries.
2. The Association shall be denominated the CORONACH and DISTRICT FIRE PROTECTION ASSOCIATION.
3. There shall be appointed a Board to administer the affairs of the Fire Protection Association for the designated territory.
4. The said Board shall consist of 3 members appointed by the Party of the First Part and 3 members appointed by the Party of the Second Part.
5. The duties of the said Board shall be:
 - (a) To appoint a chairman from within the said Board.
 - (b) To engage a secretary-treasurer for the association and within expediency provide an annual honorarium for the required duties.
 - (c) To submit to the councils of the Parties of the Agreement an annual budget subject to approval of said councils and an annual financial statement.
 - (d) To prepare a policy manual, subject to the approval of the councils of the Parties of the Agreement, for the operation of the Fire Protection Association.
 - (e) To regularly, but not less than annually, inspect the property and equipment of the Association and submit a written copy of the report thereon to the Parties of the Agreement.
 - (f) To appoint a Fire Chief, who will be responsible to the Board.

.....Continued on 2.....

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6. The initial funding of the Association shall be as follows:

CAPITALIZATION -

Equipment:

S.P.C. Grant	25,000.00
R.M. of HART BUTTE Equipment 32,175.00 - 7175 rebate =	25,000.00
TOWN of CORONACH Equipment 11,500.00 + 13,500.00 cash =	<u>25,000.00</u>
Total	75,000.00

The Equipment Capital Fund shall be used only for the purchase of equipment and interest earned thereon shall remain in the said fund and become a part thereof.

Buildings & Property: - Initial Cost.

- 1/3 S.P.C. Grant.
- 1/3 Party of the First Part.
- 1/3 Party of the Second Part.

- 7. Expenditures, capital and operating, incurred subsequent to initial funding as hereinbefore set out, shall be shared 50 - 50 by the Parties of the agreement, less revenues received for this purpose, from any other source.
- 8. This agreement shall be subject to cancellation upon one years notice by either party.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals this 8th day of February, A.D. 1979.

THE RURAL MUNICIPALITY OF HART BUTTE NO. 11:

John R. Totten
.....
Reeve

[Signature]
.....
Secretary-Treasurer



THE TOWN OF CORONACH:

[Signature]
.....
Mayor

[Signature]
.....
Town Clerk



Certified a True Copy of "Exhibit A"
to Bylaw No. 1 of 1979

[Signature]
.....
Town Clerk



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CORONACH AND DISTRICT FIRE PROTECTION ASSOCIATION

AGREEMENT: DATED FEBRUARY 8TH., 1979

It is mutually agreed and understood that:

1. An Association shall be formed between the parties hereto for the purpose of carrying out fire protection within their respective boundaries.
2. The Association shall be denominated THE CORONACH AND DISTRICT FIRE PROTECTION ASSOCIATION.
3. There shall be appointed a Board to administer the affairs of the Fire Protection Association for the designated territory.
4. The said Board shall consist of 3 members appointed by the Party of the First Part and 3 members appointed by the Party of the Second Part.
5. The duties of the said Board shall be:
 - (a) To appoint a chairman from within the said Board.
 - (b) To engage a secretary-treasurer for the association and within expediency provide an annual honorarium for the required duties.
 - (c) To submit to the councils of the Parties of the Agreement an annual budget, subject to the approval of the said councils and an annual financial statement.
 - (d) To prepare a policy manual, subject to the approval of the councils of the Parties of the Agreement, for the operation of the Fire Protection Association.
 - (e) To regularly, but not less than annually, inspect the property and equipment of the Association and submit a written copy of the report thereon to the Parties of the Agreement.
 - (f) To appoint a Fire Chief, who will be responsible to the Board of the Association.

POLICY

Board

1. The Association shall hold a minimum of four meetings per year.
2. The minutes of all board meetings shall be forwarded to the office of the respective parties to the Agreement.
3. The dates for the holding of regular board meetings shall be the second (2nd) Wednesday of each month of January, April, July & October and all meetings shall commence at 8:00 P.M. Special Meetings of the board shall be called by the Chairman when required.
4. The fiscal year end of the Association shall be December 31st in each year.

- 5. An audited financial statement shall be prepared annually.
- 6. A budget for the ensuing year shall be prepared by February 28th for submission to the two parties to the agreement for their approval.

Fire Brigade

- 1. Pursuant to section 5 (f) of the agreement, the Association shall appoint a Fire Chief subject to the approval of both councils.
- 2. The duties of the Fire Chief shall be as follows:
 - (a) A monthly inspection of all equipment.
 - (b) A bi-weekly inspection of trucks to ensure running condition.
 - (c) A monthly inspection of the building as to neatness and cleanliness.
 - (d) To submit a written report of above inspections at all regular Board meetings.
- 3. (a) The Fire Chief shall be authorized to make urgent repairs or replacement of the fire fighting equipment to a maximum of \$500.00.
- (b) Purchases in excess of \$500.00 shall be authorized by the Association.
- 4. The Fire Chief shall be responsible for the following:
 - (a) Training of Firemen.
 - (b) Holding regular practices.
 - (c) Education programs.
 - (d) Selecting a Deputy Fire Chief.
 - (e) Ensuring that members of the fire brigade act in a responsible manner when attending a fire.
 - (f) Recruitment of fire fighters.
- 5. The Fire Chief shall strive to maintain a balance between rural and urban firemen with attention to their individual location of employment, availability and capability of responding to an alarm.
- 6. The Fire Chief shall ensure that an adequate fire fighting force is available at all times.
- 7. It shall be the responsibility of the Association to ensure that Firemen are covered by adequate insurance and Workers' Compensation.
- 8. Firemen Service Recognition Awards:
The Board will provide awards to the members of the Fire Brigade as follows:

Years of Service

Award

5 years	Certificate
10 years	Plaque
20 years	Suitable Gift to be Chosen when required.

A fireman in good standing leaving the fire brigade with years of service which are between those stated above (i.e. 1-4 yrs.; 6-9 yrs; 11-19 yrs.) will be presented with a suitable certificate indicating years of service in addition to any award previously received.

Equipment

1. All equipment shall be the property of the Fire Association.
2. Equipment shall be used where required in a fire situation at the discretion of the Fire Chief or the Deputy Fire Chief.
3. One pumper shall remain in the Town of Coronach at all times.
4. The Board shall ensure that the equipment is adequately insured at all times.

Finance

Capital and Operating Funds:

1. The equipment capital fund shall be used only for the purchase of equipment and interest earned thereon shall remain in the said fund and become a part thereof.
 - (a) Equipment shall mean trucks, hose, pumps, extinguishers, axes, and uniforms.
 - (b) Capital funds shall be invested so as to maximize the return on investment and shall not be invested at a fixed rate of interest for a term exceeding one year.
2. Operating Fund:
 - (a) The operating fund shall be used for the day to day operations of the Association and the maintenance of equipment and buildings.
 - (b) Grants from participating organizations will ensure sufficient revenue to cover operating expenses.
 - (c) Operating expenses incurred, less revenues received from any other source, shall be shared equally by the R.M. of Hart Butte #11 and the Town of Coronach.
 - (d) Any surplus in the operating fund at the year end shall, ~~_____~~ be carried forward to the ensuing year and become a part of that years budget. ~~_____~~
 - (e) Bills are to be sent out by the secretary-treasurer.
 - (f) The secretary-treasurer shall present a financial report to all regular meetings of the Association.

Fees & Remuneration

1. Fees:

- (a) Fire Calls within the District (except Licenced Vehicles):
Urban & Rural Residents - No Charge
- (b) Fire Calls Without the District (except Licenced Vehicles):
\$400.00 for the first hour and actual costs incurred thereafter.
- (c) Licenced Vehicles -
Actual Costs incurred with a \$200.00 minimum charge.
- (d) Where it appears that there are special circumstances for any particular situation the charging of the above fees may, at the discretion of the Board, be reviewed and the decision of the Board in any such review shall be final.
- (e) In all cases, fees for the above will be based on the original location of the fire or, failing this, on the location as best determined by the Fire Chief.
- (f) Rental Rates for equipment are to be determined annually by resolution of the Board.

2. Remuneration:

- (a) Fire Chief and Firemen - rates to be set annually be resolution of the Board.
- (b) Association Board Members -
 - (i) Chairman's position to rotate annually between the R.M. of Hart Butte No. 11 and the Town of Coronach, with the Town having the odd years and the R.M. having the even years.
 - (ii) Remuneration for chairman and board members is to be set annually by resolution of the Board.
 - (iii) The honorarium payable to the secretary-treasurer shall be set annually by resolution of the Board.
- (c) Expenses of Board members and/or Fire Brigade Members to attend conventions, seminars, etc., shall be paid by the Association and the Association shall encourage attendance at same.

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3. Signing Authority:

All cheques issued by the Association shall be signed by the Secretary-Treasurer and the Chairman or the Vice-Chairman.

In all cases it shall be the policy of this Association to provide the residents of the District with the best possible fire protection within our means and to this end the policy of the Association shall be reviewed annually.

August 10, 1983