

Authorize Agreement

Town of Craik

Bylaw No 2016- 02

A BYLAW TO PROVIDE FOR THE MUNICIPALITY TO ENTER INTO AN AGREEMENT RESPECTING FIRE PROTECTION FOR CRAIK AND DISTRICT

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

1. This bylaw shall be referred to as the Fire Protection Bylaw.
2. In this bylaw:
 - a. "Administrator" shall mean the administrator of the municipality;
 - b. "Council" shall mean the Council of the municipality;
 - c. "Head of Council" shall mean the mayor of the municipality;
 - d. "Municipality" shall mean the Town of Craik.
3. The Town of Craik is hereby authorized to enter into an agreement with the Rural Municipality of Craik #222 and the Village of Aylesbury for the purpose(s) stated within the Agreement.
4. The Agreement is attached hereto and forms a part of this Bylaw, and is identified as "Exhibit A".
5. The head of Council and the administrator are hereby authorized to sign and execute the Agreement described in Exhibit A.



Richard Argen.
Mayor

Colle Wells.
Administrator

Read a third time and adopted
this 11th day of February, 2016

Colle Wells.
Administrator

FIRE PROTECTION AGREEMENT

Schedule "A" to Bylaw No. 2016-02

THIS AGREEMENT made in triplicate this 11th day of FEBRUARY, 2016.

BETWEEN:

The Town of Craik

AND

The Rural Municipality of Craik, No. 222

AND

The Village of Aylesbury

WHEREAS the Town of Craik, the R.M. of Craik and the Village of Aylesbury are agreeing to provide fire protection to their respective municipalities.

IN CONSIDERATION of the terms and conditions contained herein, the parties hereto agree as follows:

1. INTERPRETATION

- a. "Fire Department" specifically, the Craik & District Fire Department established pursuant to this agreement.
- b. The "Councils" shall mean the Council of the Town of Craik, the Council of the R.M. of Craik and the Council of the Village of Aylesbury.
- c. "Fire equipment" shall mean the fire trucks, pumps, hoses, suits, and any and all other firefighting equipment and lifesaving equipment for the use of the Fire Department in the prevention and the control of fires.
- d. "Fire Board" shall mean the joint Board appointed by the Councils.
- e. "Fire Hall" shall mean the East half of the building situated on lots one (1) to four (4) inclusively, block eleven (11), plan B415 in the Town of Craik, designated as a Fire Hall housing all the fire trucks and all other equipment.

2. COMMITMENTS OF:

COUNCILS: (a) will share the operating costs of the Craik and District Fire Department as follows:

Town of Craik	\$12,000. for 2016
R.M. of Craik	\$12,000. for 2016
Village of Aylesbury	\$ 1,200. for 2016

Levies will be established annually and shared as per above distribution.

- (b) Annual funding will be paid quarterly in equal payments starting January 1st.

FIRE PROTECTION AGREEMENT

- (c) The Councils have participated in the capital budget as outlined below:

As of January 1, 2011:

- Town of Craik \$19,000
- R.M. of Craik \$26,500.
- Village of Aylesbury Original contribution of \$3,500.

As of January 1, 2016:

- Fire Board Ownership \$360,000.00

- (d) Board members shall be appointed as follows:
- Two (2) members delegated from the Town of Craik
 - Two (2) members delegated from the R.M. of Craik
 - One (1) member from the Village of Aylesbury
 - Two (2) members at large
 - one appointed by the Fire Board
 - one appointed by the Fire Fighters
- (e) Councils shall ensure that bylaws are in place to allow the billing of ratepayers.
- (f) The rate to be billed to ratepayers shall 'not be less than the rate' set out in the current rates and formula information from SARM.

FIRE BOARD:

- (a) Will convene at least six times annually with the purpose of ensuring efficient operation of the Fire Department and to review Fire Department activity.
- (b) Will ensure firefighters received qualified instruction and training.
- (c) Will provide a budget to Councils by January 31st annually including an audited Financial Statement.
- (d) Will undertake the billing for fire/emergency services performed by the Craik and District Fire Department and the collection of revenues for such. Any invoices outstanding at December 31st of the year the invoice was issued, shall be forwarded to the appropriate Council (Town of Craik, R.M. of Craik or Town of Aylesbury) for payment.
- (e) Shall ensure that adequate personal injury, death and liability insurance be maintained for the Fire Department.

FIRE PROTECTION AGREEMENT

- (f) Will provide annual updates to communities.
- (g) Shall determine how the funds provided by the municipalities are to be used, with due consideration to the National Fire Code regulations, recommendations of the Fire Chief, recommendations of the Councils.
- (h) Shall control, supervise and manage the premises known as the Fire Hall and all the fire equipment contained therein.
- (i) Shall define the duties of the Fire Chief and encourage establishment of Standard Operating Procedures for volunteers and the Fire Department.

FIRE DEPARTMENT:

- (a) Will respond to all emergencies as required.
- (b) To promote fire safety in the community.

GENERAL:

- (a) This Agreement will be reviewed every five (5) years.
- (b) If a Council opts out of the Agreement, all assets remain with the Fire Board.

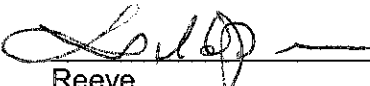
IN WITNESS WHEREOF the parties hereto have hereunder affixed their respective corporate seals, duly attested to under the hands of the proper Officers on the _____ day of _____, 20__.

TOWN OF CRAIK

R.M. OF CRAIK, No. 222




Mayor



Reeve



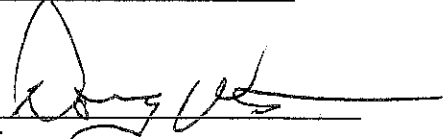
Town Administrator



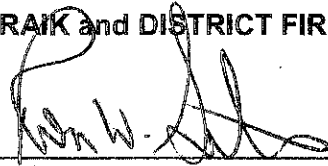
Administrator

VILLAGE OF AYLESBURY

CRAIK and DISTRICT FIRE BOARD



Mayor



Chairman



Village Administrator