

# Village of Vibank

Village of Vibank

Bylaw 2019-09

## A BYLAW TO PROVIDE ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES

The Council of The Village of Vibank, in the Province of Saskatchewan, enacts as follows:

1. The Village of Vibank is hereby authorized to enter into the agreement attached hereto and forming part of this bylaw, and identified as Exhibit A, with the following Municipality:

THE RURAL MUNICIPALITY OF FRANCIS NO. 127

For the purpose of providing and/or receiving fire protection services.

2. The Mayor and Chief Administrative Officer of the Village of Vibank are hereby authorized to sign and execute the attached agreement identified as Exhibit A, the designated Area Map identified as Appendix A, and the Volunteer Fire Department RM Fire Call Response Form identified as Appendix B.
3. Bylaw No. 2016-02 is hereby repealed.



A true copy of Bylaw 2019-09  
adopted by the resolution of Council  
on the 23 day of July, 2019.  
Signed: [Signature]  
ADMINISTRATOR

[Signature]  
Mayor

[Signature]  
Chief Administrative Officer

## Volunteer Fire Department RM Fire Call Response Form

**FIRE DEPARTMENT NAME:** \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Type of Incident: \_\_\_\_\_

Land Location: Quarter \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Landowner Name (if known): \_\_\_\_\_

### CALL DETAILS:

Number of Responding Fire Fighters: \_\_\_\_\_

Equipment Used: \_\_\_\_\_

Time Call Received: \_\_\_\_\_

Time Left Station: \_\_\_\_\_

Time of Arrival: \_\_\_\_\_

Leaving Scene: \_\_\_\_\_

Return to Station: \_\_\_\_\_

Back in Service: \_\_\_\_\_

Total Number of Hours for Billing:

(Calculate hours based on "Time Left Station" to "Back in Service" only) \_\_\_\_\_

### DETAILS OF WORK PERFORMED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

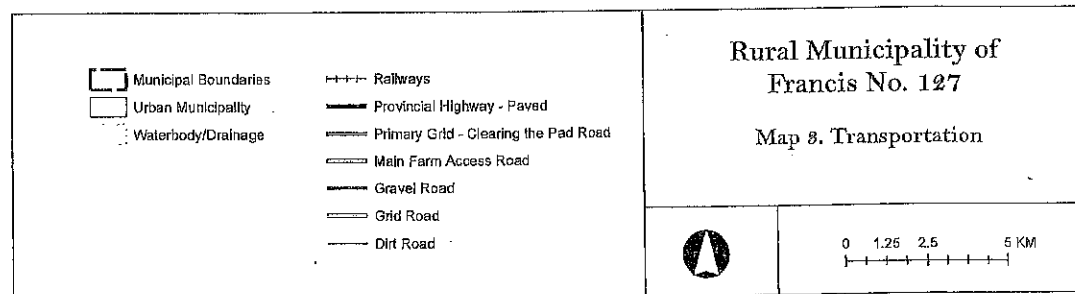
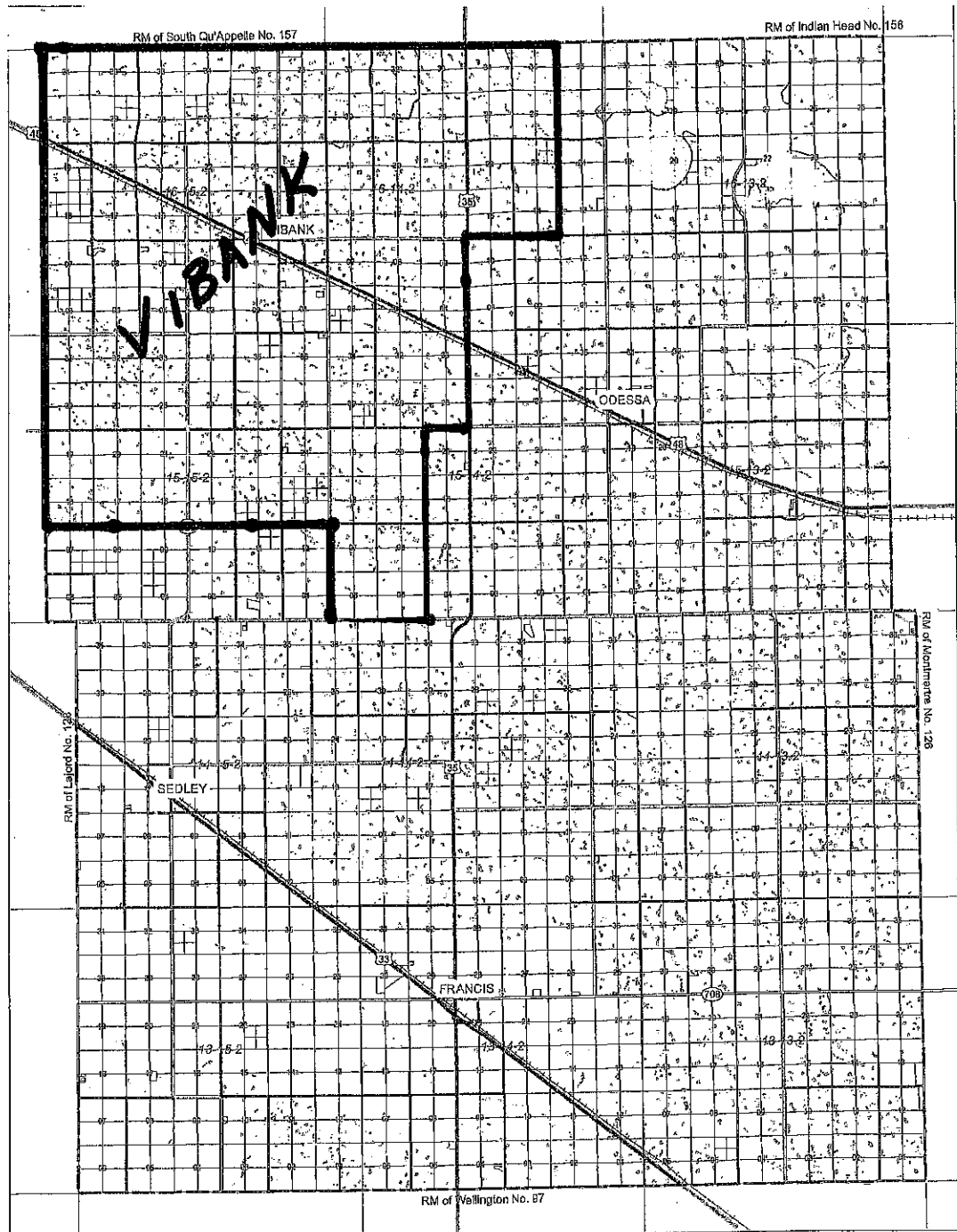
\_\_\_\_\_

\_\_\_\_\_

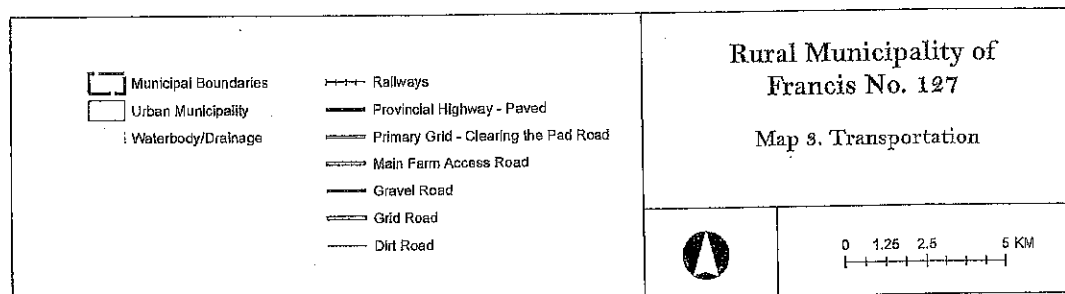
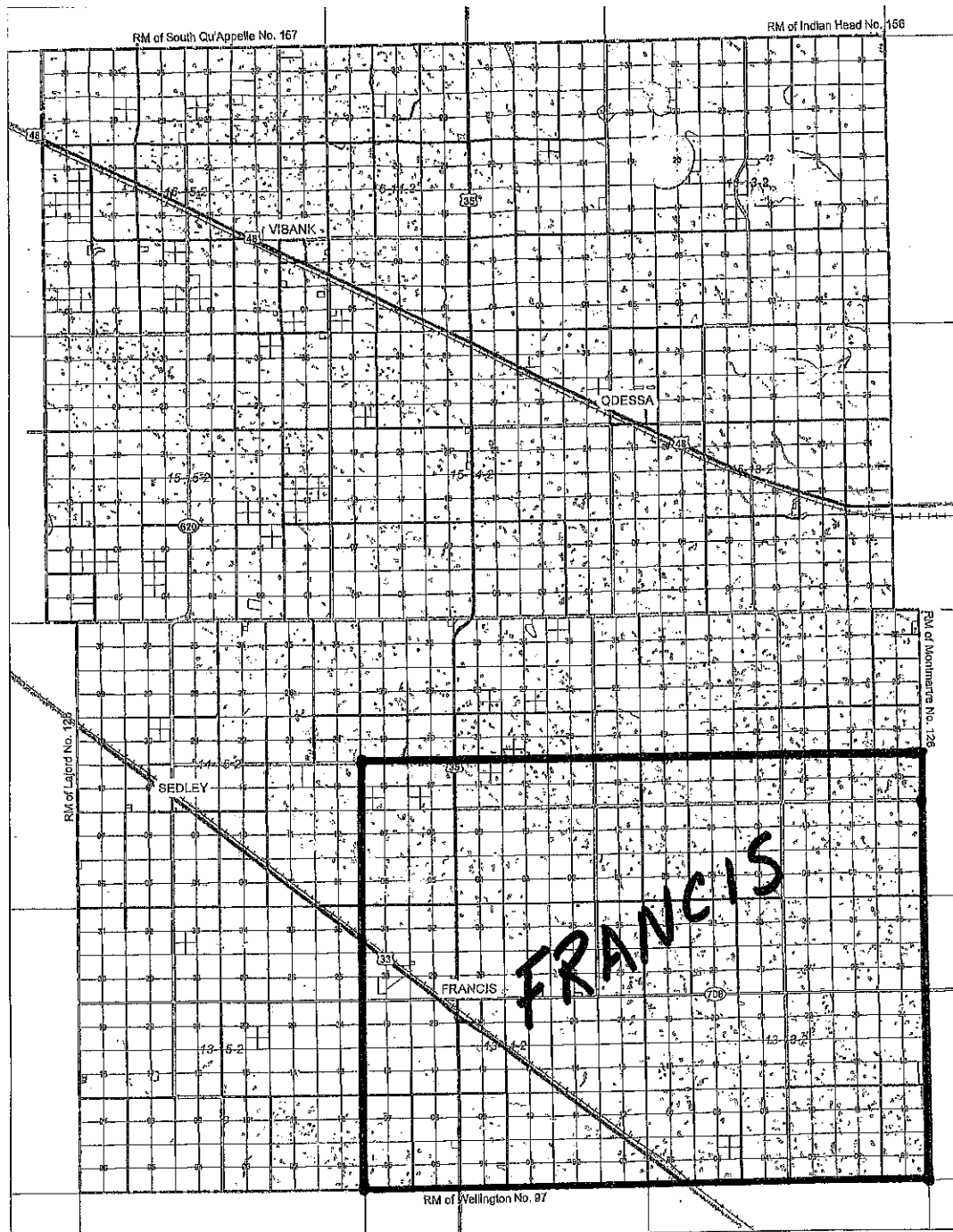
Report submitted by:

(Please Print Name) \_\_\_\_\_

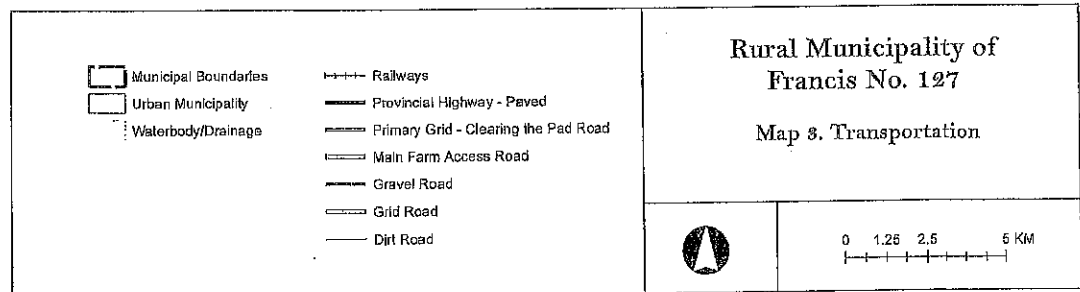
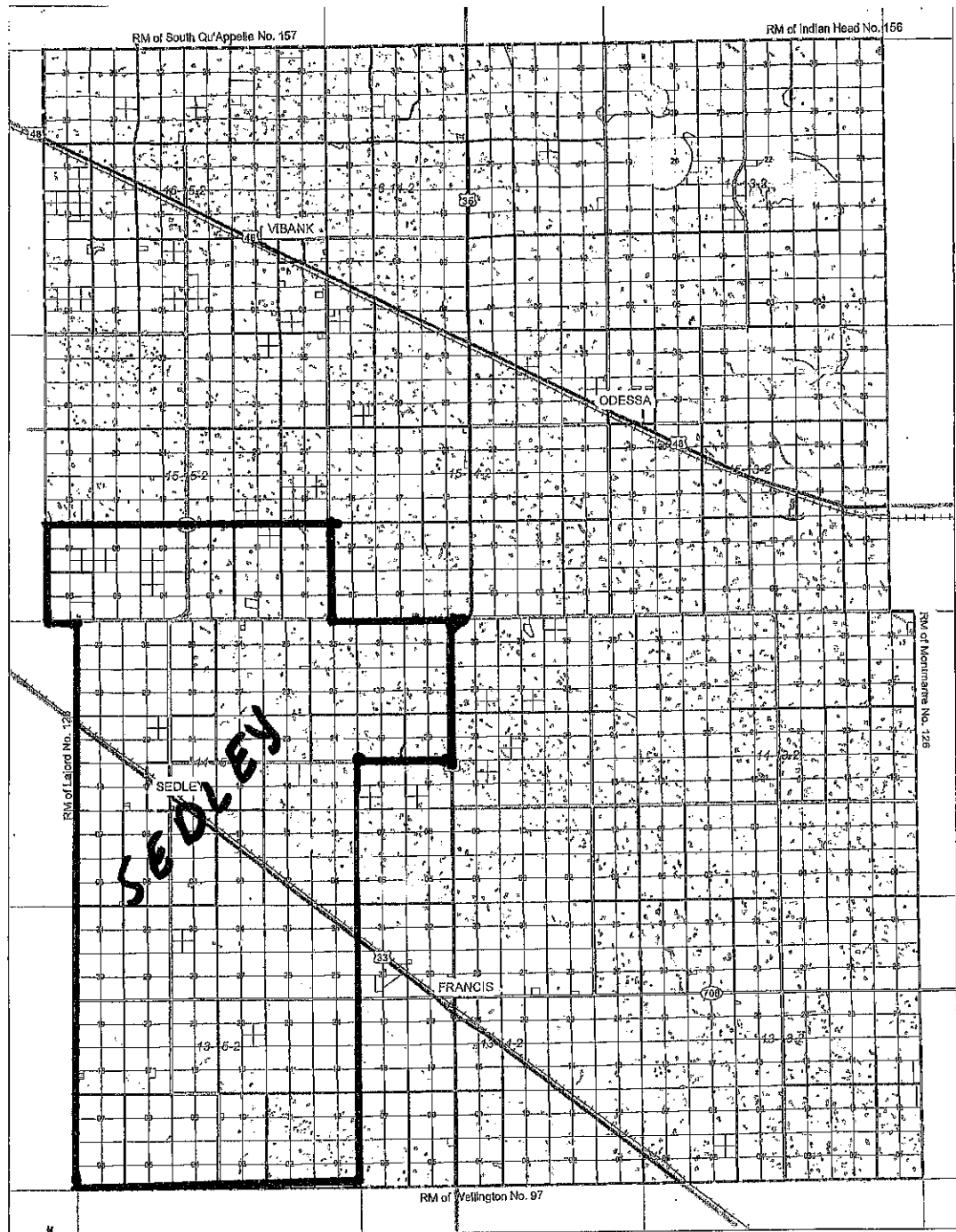
Signature: \_\_\_\_\_



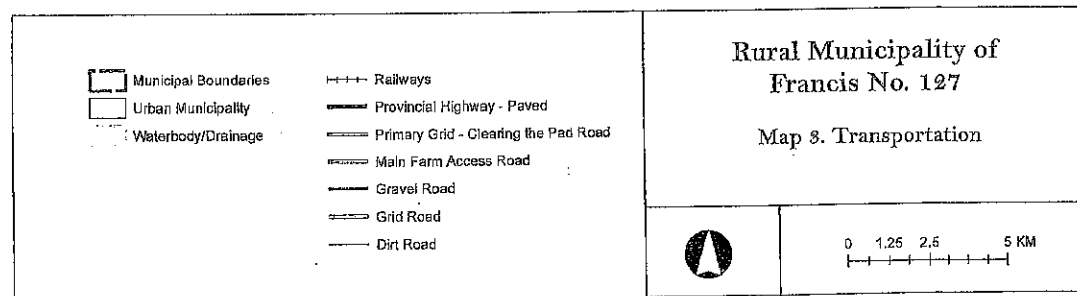
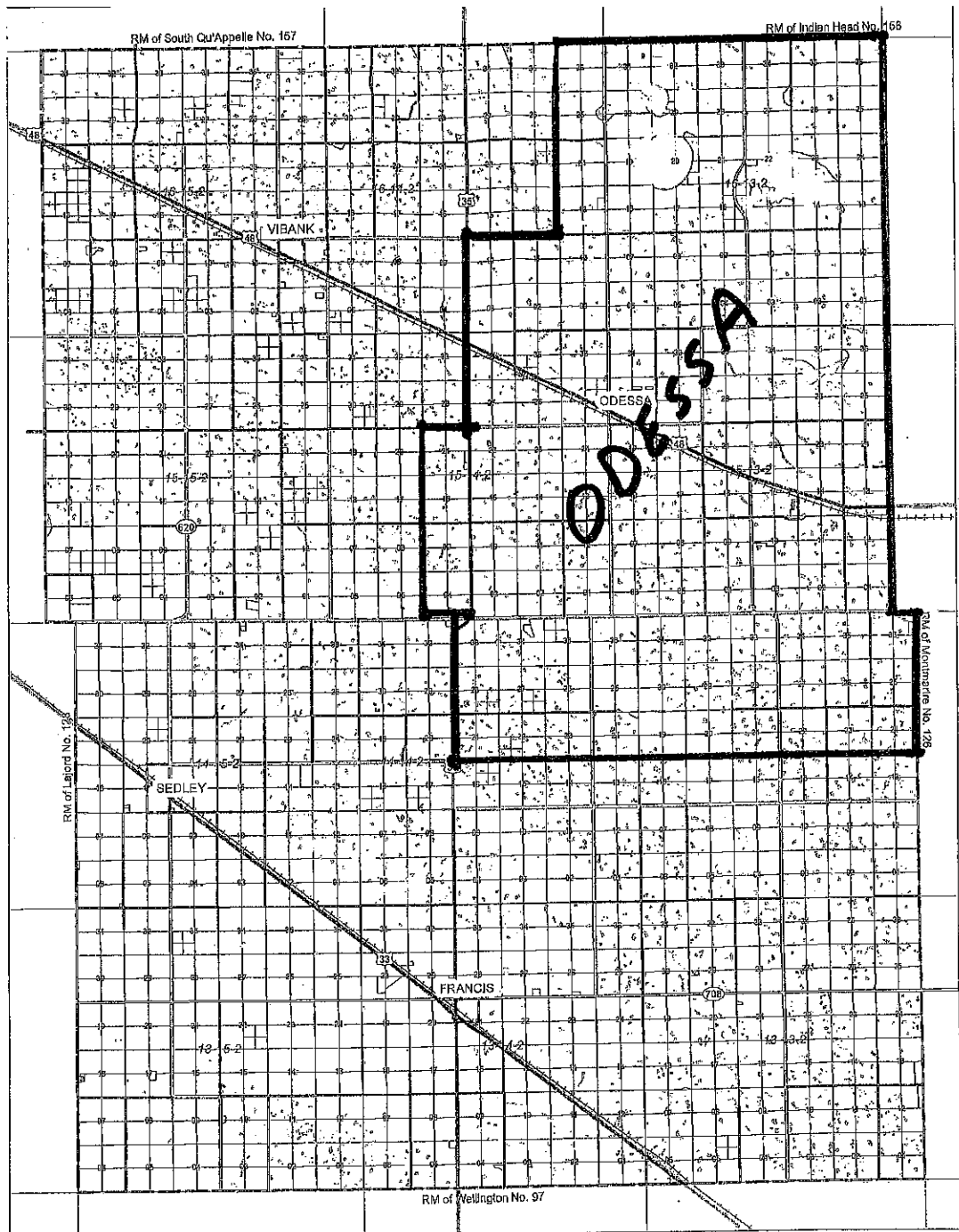
Vibank  
Fire Protection Services Agreement  
Appendix A



Francis  
Fire Protection Services Agreement  
Appendix A



*Sedley  
Fire Protection Services Agreement  
Appendix A*



Odessa  
Fire Protection Services Agreement  
Appendix A

## **EXHIBIT A TO BYLAW 2016-04**

**Memorandum of Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 A.D.**

Between: The Village of Vibank (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the “designated area” in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

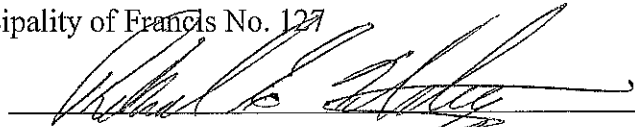
In this agreement the designated area includes:

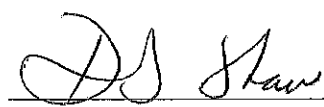
- i. Township 15-14 W2 – all of sections 5-8, 17-20, and 28-33
  - ii. Township 16-14 W2 – all of sections 4-9, 14-23, and 26-35
  - iii. Township 15-15 W2 – all of sections 13-36
  - iv. Township 16-15 W2 – all sections
2. The parties to this agreement further agree to the following terms and conditions:
    - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31<sup>st</sup> of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
    - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village’s minimum standard of training for their fire department.
    - iii. For fire calls that occur in the RM, there shall be a charge of \$800.00 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$800.00 will be charged for unproductive calls where the services of the responding fire department are not required.
    - iv. The fire department of the Village shall complete the “RM Fire Call Response Form” as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
    - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
    - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
    - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
    - viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
  - x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
  - xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
  - xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.

Rural Municipality of Francis No. 127

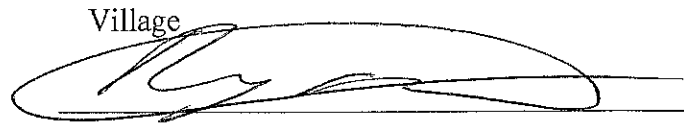
[SEAL]

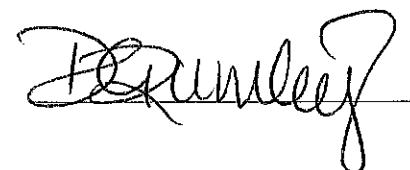
  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



Village

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator



## **EXHIBIT A TO BYLAW 2016-04**

**Memorandum of Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 A.D.**

Between: The Village of Odessa (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the “designated area” in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

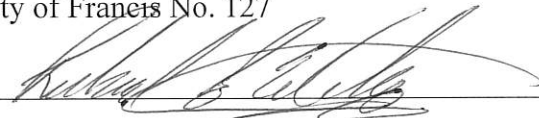
In this agreement the designated area includes:


- i. Township 14-13 W2 – all of sections 19-36
  - ii. Township 15-13 W2 – all sections
  - iii. Township 16-13 W2 – all sections
  - iv. Township 14-14 W2 – all of sections 21-28 and all of sections 33-36
  - v. Township 15-14 W2 – all of sections 1-4, 9-16, 21-27 and 34-36
  - vi. Township 16-14 W2 – all of section 1-3, 10-12, 13, 24, 25 and 36
2. The parties to this agreement further agree to the following terms and conditions:
    - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31<sup>st</sup> of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
    - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village’s minimum standard of training for their fire department.
    - iii. For fire calls that occur in the RM, there shall be a charge of \$800.00 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$800.00 will be charged for unproductive calls where the services of the responding fire department are not required.
    - iv. The fire department of the Village shall complete the “RM Fire Call Response Form” as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
    - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
    - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
    - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.

- viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.
- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
- x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
- xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
- xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.

Rural Municipality of Francis No. 127

[SEAL]


  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



Village

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

## EXHIBIT A TO BYLAW 2016-04

Memorandum of Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 A.D.

Between: The **Town of Francis** (hereinafter referred to as the Town)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Town agrees to provide fire protection services throughout the “designated area” in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

- i. **Township 13-13 W2 – all sections**
- ii. **Township 14-13 W2 – all of sections 1-18**
- iii. **Township 13-14 W2 – all sections**
- iv. **Township 14-14 W2 – all of sections 1-18**

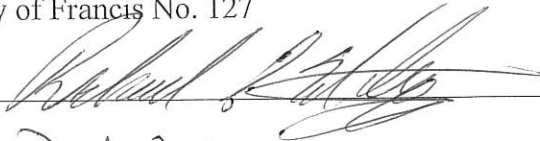
The parties to this agreement further agree to the following terms and conditions:


- i. The RM shall provide a yearly grant to the Town in the amount of \$4,500.00 payable by December 31<sup>st</sup> of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Town.
- ii. Training of volunteer fire fighters shall be responsibility of the Town. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Town’s minimum standard of training for their fire department.
- iii. For fire calls that occur in the RM, there shall be a charge of \$800.00 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$800.00 will be charged for unproductive calls where the services of the responding fire department are not required.
- iv. The fire department of the Town shall complete the “RM Fire Call Response Form” as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Town Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
- v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Town.
- vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Town where a recommended minimum of \$5,000,000 fire coverage liability is carried.
- vii. The Town shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
- viii. The Town shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
  - x. In case of simultaneous fires in the RM and the Town, precedence will be given to the Town.
  - xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
  - xii. In the case of simultaneous fires in the RM and the Town, precedence for the RM fire water truck will be given to the RM.
2. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.

Rural Municipality of Francis No. 127


[SEAL]


  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator



Town

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

## **EXHIBIT A TO BYLAW 2016-04**

**Memorandum of Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2016 A.D.**

Between: The Village of Sedley (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the “designated area” in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

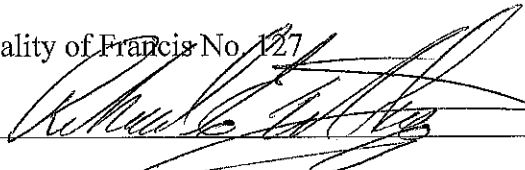
- i. Township 13-15 W2 – all sections
  - ii. Township 14-15 W2 – all sections
  - iii. Township 14-14 W2 – all of sections 19, 20, 29, 30, 31 and 32
  - iv. Township 15-15 W2 – all of sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12
2. The parties to this agreement further agree to the following terms and conditions:
    - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31<sup>st</sup> of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
    - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village’s minimum standard of training for their fire department.
    - iii. For fire calls that occur in the RM, there shall be a charge of \$800.00 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$800.00 will be charged for unproductive calls where the services of the responding fire department are not required.
    - iv. The fire department of the Village shall complete the “RM Fire Call Response Form” as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
    - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
    - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
    - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
    - viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

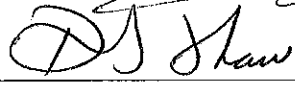


- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
  - x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
  - xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
  - xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.

Rural Municipality of Francis No. 127

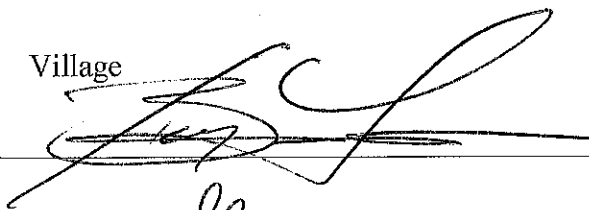
[SEAL]

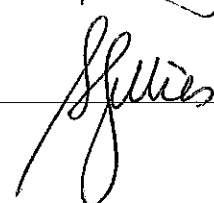
  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Village

[SEAL]

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator