

RURAL MUNICIPALITY OF DUFFERIN NO.190
BYLAW NO. 9-2004

A Bylaw of the Rural Municipality of Dufferin No. 190 to provide for entering into an agreement respecting the provision of fire protection services pursuant to section 254 and 214.2(2) of The Rural Municipalities Act 1989.

COUNCIL OF THE R.M. OF DUFFERIN NO. 190 HEREBY ENACTS AS FOLLOWS:

- 1. This bylaw shall be known as the fire protection services bylaw.**
- 2. The R.M. of Dufferin No. 190 is hereby authorized to enter into an agreement with the council of the Village of Bethune, the terms of which are attached and marked as schedule "A".**
- 3. Bylaw no. 5-2002 is hereby repealed.**
- 4. The council has reviewed the contents of the agreement and consents to its terms.**

REEVE

ADMINISTRATOR

SEAL

**Certified a true copy of Bylaw 12/04,
Passed by a resolution of Council on
The 12th day of May, 2004.**

ADMINISTRATOR

SCHEDULE A

**This agreement made this 14th. day of July , 2004
BETWEEN
The Rural Municipality of Dufferin No. 190
AND
The Village of Bethune**

WHEREAS it has been deemed advisable to share in the ownership and operation of fire fighting equipment to provide protection for the residents of the areas mentioned above.

NOW THEREFORE THIS AGREEMENT WITNESSETH

**DESIGNATED
AREA**

1. Includes all the Village of Bethune and all of the Rural Municipality of Dufferin No. 190 including the Hamlet Of North Shore Estates, Ross Subdivision, Bell Subdiviaion, Deer Ridge Golf Valleyview, Kedleston Beach, Highwood Beach and Marion Heights Resorts, Weisbrod Place

ASSOCIATION:

2. The parties hereto agree to co-operate in the operation Of the BETHUNE AND DISTRICT FIRE CONTROL BOARD, a body Corporate.

BOARD

CONSTITUTION:

3. It is further agreed by the above parties that the Personnel of the Board shall be made up as follows: Rural Municipality of Dufferin No. 190 – two members, The Village of Bethune – two members, that the Members are to be appointed by the Member Municipalities at the first council meeting of each year.

QUORUM

4. When a Board meeting is held, all members shall be duly notified at least twenty four hours prior thereto of the time and place of the mention. A meeting may be held upon shorter notice if all members of the Board give their consent to such notice before the commencement of the meeting. No meeting shall be held with less than 3 members present.

**CHAIRMAN,
SECTRETARY:**

5. The Chairman shall be elected annually by the

Members of the Bethune and District Fire Control Board, at their First meeting of any year and that the Secretary/treasurer shall be the Village Clerk.

MEETINGS:

6. The board must meet at least three times during each year, one of such meetings to be held on or before the first day of February. All meetings of the Board shall be called by the Chairman. At the February Board meeting the Board shall determine the budget required or any expenditures required, and submit this to both Councils by April 1st for their approval.

PURPOSE:

7. The Board shall be responsible for the following:
- a) Administering all fire protection services within the designated area.
 - b) Making recommendations to the respective Councils on the disposal and purchase of new equipment required.
 - c) Ensuring the Brigade is adequately staffed and trained.
 - d) Ensuring the Fire Department establishes guidelines (Standard Operating Procedures) to cover all aspects of the services they perform, or are responsible for within their jurisdiction. The guidelines need to be sufficiently detailed to cover common situations that may come up in relation to the service they provide.
 - e) Any other matter mentioned in the agreement.
 - f) Provide service to Non member Municipalities on a fee for service by agreement.
 - g) Appointing a Fire Chief at the 1st meeting of the year.
 - h) Ensuring the Fire Protection Service provided is operating within the scope of all legislation pertaining to fire protection service including the Fire Prevention Act 1992, the Occupational Health and Safety Act etc.

REGULAR BUSINESS:

8. All resolutions of the Board shall require a simple majority vote of the members present at the meeting.

EXPENDITURES:

9. The Board will be authorized to make any emergency expenditures without Councils approval in the amount \$300.00 dollars.

GENERAL FUNDINGS:

10. All costs of operating the Bethune & District Fire Department shall be shared equally by the two Councils. Among other costs this will include the purchase of fire clothing, charges such as insurance

power, phones, repair and maintenance of fire equipment, maintenance of fire hall and training.

CAPITAL FUNDING:

11. All capital costs of purchasing equipment, vehicles and storage shall be shared as follows:
R.M. of Dufferin No. 190 – 50%
Village of Bethune - 50%
Equipment purchases over \$1000.00 must be on the recommendation of the Fire Board, and must have the approval of both Councils prior to any purchases having been made.

SOCIAL CLUB FUNCTION:

12. The Volunteer Fire Department may be permitted to fund raise on their behalf, for such things as identity apparel, subject to the following:
Approval must be obtained from the Board.

FIRE CHARGES:

13. Effective June 1st, 2008 the following rates will be Charged by the Bethune and District fire Board:
- In the Designated Area Clause Section 1 \$ 1500.00
 - Out of the Area 1500

MUTUAL AID AGREEMENTS:

14. It is agreed by the respective councils that any costs incurred by invoking a mutual aide agreement, will be borne by the municipality where the fire originated.

ACCOUNTING:

15. The Village of Bethune Clerk will administer the fire protection services accounts on a yearly basis. Statements of Invoices shall be submitted to the Rural Municipality. Financial statements if requested will be provided to the Board.

FIRE BRIGADE:

16. It is agreed that there be a fire brigade to a maximum of 25 members, to be appointed by the Fire Committee.

FIRE CHIEF:

17. a) The fire chief and deputy fire chief shall have full operating control of the equipment and personnel for fire fighting purposes.

- b) The fire chief and deputies shall be directly responsible to the Board.
- c) The fire chief shall provide adequate documentation for the purposes of the Board and the administration.
- d) Shall, at an appointed time, attend Fire Board meeting to give his report.

EQUIPMENT:

18. It is agreed that the Equipment presently located at the Fire Hall is as follows:

- a) Fire Hall- the costs shared at 50%
- b) 1982 Chev Truck with P75 pump &1000 gal tank
- c) 1958 Fire truck purchased by the Village of Bethune.

**AGREEMENT
REVIEW:**

19. It is agreed that this agreement shall be reviewed yearly.

**MUTUAL
AGREEMENT
TERMINATION:**

20. In the event there is a mutual agreement between the R.M. of Dufferin No. 190 and the Village of Bethune to terminate this agreement and dissolve the Board, all equipment and supplies jointly owned shall be sold and the proceeds thereof shall be divided equally between the two parties.

**AGREEMENT
TERMINATION :**

21. In the event that either the R.M. of Dufferin No. 190 or the Village of Bethune wishes to terminate this agreement they may do so by giving written notice of such termination to the other party one year in advance of the date in which such termination is to become effective. In the event of such termination of the agreement the fair market value of all equipment and supplies that are jointly owned shall be determined and the party to whom the notice is given shall have the first right to purchase the share of the other party at one-half of the market value so determined.

SEAL

REEVE

ADMINISTRATOR

MAYOR

CLERK

