


BYLAW NO. 64/2023

**A BYLAW OF THE RESORT VILLAGE OF GLEN HARBOUR, IN THE PROVINCE
OF SASKATCHEWAN, TO PROVIDE FOR ENTERING INTO AN AGREEMENT
RESPECTING FIRE SUPPRESSION AND RESCUE SERVICES**

The Council of the Resort Village of Glen Harbour, in the Province of Saskatchewan enacts as follows:

1. The Resort Village of Glen Harbour is hereby authorized to enter into an Agreement attached hereto and forming part of this bylaw as Exhibit "A", with the Town of Strasbourg for the purpose as stated on the agreement.
2. The Mayor and Administrator of the Resort Village of Glen Harbour are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".
3. Bylaw 57/2019 adopted on the 21st day of December, 2019 is hereby repealed


Mayor


Administrator



(SEAL)

Certified a true copy of Bylaw 64/2023
Adopted by resolution of Council on the 18th
Day of February, 2023


Administrator

Town of Strasbourg



FIRE SUPPRESSION AGREEMENT WITH THE RESORT VILLAGE OF GLEN HARBOUR

THIS AGREEMENT is made in duplicate effective on this 18th day of February 2023;

BETWEEN:

The Resort Village of Glen Harbour
P.O. Box 302
Silton, Saskatchewan S0G 4L0
(in this Agreement referred to as the "Resort Village")

AND

The Town of Strasbourg
P.O. Box 369
Strasbourg, Saskatchewan S0G 4V0
(in this Agreement referred to as the "Town")

WHEREAS the Resort Village requires fire suppression and rescue services for its ratepayers in the Resort Village;

WHEREAS the Town has agreed to provide fire suppression and rescue services to the Resort Village through utilization of the Strasbourg & District Fire & Rescue (hereinafter referred to as "SDFR") upon the request of the Resort Village and for which the Resort Village has agreed to pay;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREAMBLE

1.1 The Town does hereby agree to provide fire suppression and rescue services to the Resort Village when called upon to do so, subject to the limitations and conditions hereinafter set forth.

1.2 Fire suppression services and rescue services are offered as one blended service by the SDFR, and the Resort Village cannot select to pay or utilize these services independently of each other.

2. FINANCIAL

2.1 Financial contributions will be utilized for the purposes of:

- a. The general operation of the fire department, including providing training for firefighters, payment of wages to firefighters, and purchase of insurance coverage.
- b. The purchase and maintenance of fire equipment, including communications equipment, fire suits, fire boots, and fire gloves.
- c. The cost of upgrading capital equipment, including but not limited to the Fire Pumper Truck, the Tanker/Pumper Truck, the Rescue Truck, and the Jaws of Life.
- d. The maintenance of upgrading the Fire Hall building located in Strasbourg, Saskatchewan, and all utilities related thereto.

2.2 The Resort Village shall pay to the Town on account of such services an annual fire suppression and rescue levy as particularized in Schedule "A" to this Agreement, subject to amendment by the parties in writing every two (2) years for the express purpose of updating the total assessment. For the purposes of this Agreement, the fire suppression levy and the rescue levy are separated out for more description and transparency, but the levies are merged and paid as one.

2.3 All invoices for fire call-out fees, mutual aid fees, and any other charges as particularized in Schedule "B" to this Agreement shall be billed directly to the Resort Village, and paid by the Resort Village. Fees shall be paid within forty-five (45) days of the date of invoice.

2.4 The Town reserves the right to discontinue fire suppression and rescue services to the Resort Village from non-payment of any and all fees, forty-five (45) days from the invoice due date.

2.5 The annual fire suppression and rescue levy shall be paid by February 15 of each year.

2.6 The Town reserves the right to discontinue fire suppression and rescue services to the Resort Village from non-payment of the annual levy, ninety (90) days after invoice date of issue.

3. EQUIPMENT & CAPABILITIES

3.1 The provision of fire suppression and rescue services by the Town at any given time shall be subject to availability of equipment, volunteer firefighters, and supply of water at the time of the fire.

3.2 At the signing of this Agreement, the SDFR has equipment, inventory, and personnel available for fire suppression and rescue services, as included in Schedule "C" of this Agreement.

3.3 At the signing of this Agreement, the SDFR can offer the capabilities and services as included in Schedule "C" of this Agreement.

4. ADMINISTRATIVE

4.1 The Town shall provide annual written updates and host a minimum of two (2) collaborative planning meetings with all entities the SDFR provides fire suppression and rescue services for as a means to provide transparency and enhancement of the fire services region.

4.2 Each entity is required to appoint at least one (1) representative to attend said collaborative planning meetings.

4.3 Representation at the collaborative planning meetings do not constitute any form of control in managing or regulating the SDFR. Collaborative planning meetings are for the entities to provide input on the following items:

- a. Capital equipment purchases;
- b. Enhancements for regional fire and rescue capacity, e.g. water sources, municipal bylaw changes, on-site practice exercises, etc.

4.4 If, in the event of a fire or other emergency within the Resort Village, the SDFR shall debrief with the Resort Village Council no later than one (1) month after the emergency, if requested by the Resort Village Council or the SDFR.

5. FIRE BANS

5.1 If the Resort Village wishes to implement and remove a fire ban, the SDFR and Town shall be notified first by e-mail and then by phone.

5.2 It is recommended that the Fire Chief of the SDFR be contacted and consulted first prior to implementing the ban.

6. ROAD CLOSURES

6.1 If the Resort Village is needing to close a road, or a road becomes closed within the Resort Village due to reasons beyond the Resort Village's control, the SDFR and Town shall be notified as soon as reasonably practicable, first by e-mail and then by phone.

7. AGREEMENT TERMS & TERMINATION

7.1 This Agreement cancels all, if any, previous agreements for the provision of fire suppression and rescue services to the parties hereto.

7.2 This Agreement shall be reviewed every two (2) years for the purposes of updating total assessment numbers and levy charges.

7.3 This Agreement shall be continuous but may be terminated by either party by giving one (1) year's notice in writing to the other party.

8. DISPUTE RESOLUTION

8.1 The Resort Village and Town will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives from each of the Councils with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either the Town or Resort Village has served written notice on the other of the dispute, then the remaining provisions of Subsection 8.2 shall apply.

8.2 In the event of a dispute between the Resort Village and Town (other than a matter to be resolved pursuant to Subsection 8.1) concerning the interpretation of any provision of this Agreement or the performance of any of the terms of this Agreement, such matter or matters in dispute shall be finally settled by mediation.

9. GENERAL

9.1 It is expressly understood and agreed by the parties hereto that the Town, its councillors, employees, and the SDFR volunteers, shall not in any manner be liable for its failure to respond to any fire or rescue calls, or be liable for damage to property or persons occasioned by fire, water, or for any other reason whatsoever, including misfeasance, nonfeasance, or negligence on the part of the Town and its councillors, employees and the SDFR and its volunteers while attending a fire or rescue call or travelling to or from a fire or rescue call.

9.2 It is expressly understood and agreed by the parties that the Town, its councillors, employees, and the SDFR volunteers are governed by *The Saskatchewan Fire Safety Act* and any and all *Regulations* hereto.

9.3 This Agreement shall inure to the benefit of and be binding upon the heirs, successors, administrators, and permitted assigns of the parties.

9.4 This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. The following schedules shall form a part of this Agreement:



LEVY CALCULATION

SCHEDULE "A" TO FIRE AGREEMENT WITH THE RESORT VILLAGE OF GLEN HARBOUR

1. FIRE SUPPRESSION SERVICES LEVY FORMULA

1.1 The Resort Village shall make an annual financial contribution to the Town of Strasbourg for fire suppression services by the following formula:

$$\left(\frac{\text{Total Assessment of Resort Village}}{\text{Combined Total Assessment of Total Fire Suppression Service Area}} \times \text{Annual Fire Suppression Operating \& Capital Budget} \right) = \text{Levy}$$

1.2 The total assessment for fire suppression services in the Resort Village at the signing of this Agreement is \$33,250,300.

1.3 The combined total assessment of the total area serviced by the SDFR for fire suppression services is \$626,225,249.

1.4 The annual operating and capital budget for fire suppression services as set by the Town of Strasbourg for necessary operation of the SDFR is \$146,400 (60% operating, 40% capital).

2. RESCUE SERVICES LEVY FORMULA

2.1 The Resort Village shall make an annual financial contribution to the Town of Strasbourg for rescue services by the following formula:

$$\left(\frac{\text{Total Assessment of Resort Village}}{\text{Combined Total Assessment of Total Rescue Service Area}} \times \text{Annual Rescue Operating \& Capital Budget} \right) = \text{Levy}$$

2.2 The total assessment for rescue services in the Resort Village at the signing of this Agreement is \$33,250,300.

2.3 The combined total assessment of the total area serviced by the SDFR for rescue services is \$1,311,931,190.

2.4 The annual operating and capital budget for rescue services as set by the Town of Strasbourg for necessary operation of the SDFR is \$36,600 (60% operating, 40% capital).

3. TOTAL LEVY

3.1 The fire suppression levy for the Resort Village is \$7,773.31 and the rescue levy is \$927.61, for a combined total of **\$8,700.92**.



SERVICE FEES

SCHEDULE "B" TO FIRE AGREEMENT WITH THE RESORT VILLAGE OF GLEN HARBOUR

Service	Fee
Fire/Rescue Call-outs	\$7,000.00 for the first 3 hours (<i>minimum charge</i>) \$2,000.00 for every additional hour (<i>Computation of time charged shall be based on departure from the Fire Hall until back in service at the Fire Hall</i>)
Extrication Services	Current Saskatchewan Government Insurance (SGI) Rate.
Additional Town Water Usage	If the SDFR has to return to the Town of Strasbourg for additional fills from the Town's treated water system, it will be billed at \$6.00/100 gallons.
Ambulance Call-outs	As per current rate from Emergency Medical Services (EMS). Will be billed in addition to fire call-out fees if EMS attends a fire call with the SDFR and bills the Town of Strasbourg.
Foam Usage	Billed at current pail replacement cost if used during a fire or rescue emergency. Billed in addition to fire call-out fees.
Third Party Equipment Usage	Billed at invoice cost of equipment contractor providing the service during a fire or rescue emergency.
False Alarms	\$500.00 minimum call-out, plus \$6.00/km travelled.
Mutual Aid Fees	Varied - Fees set by each attending fire department to a mutual aid call, and billed in addition to the SDFR call-out fees and any other associated fees.
STARS Landing	\$500.00 flat rate. Billed directly to the municipality.