

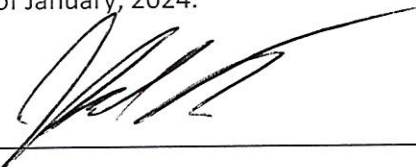
RESORT VILLAGE OF COCHIN

BYLAW 07-2023

A BYLAW OF THE RESORT VILLAGE OF COCHIN IN THE PROVINCE OF SASKATCHEWAN TO AUTHORIZE ENTERING INTO AN AGREEMENT REGARDING FIRE PROTECTION.

The Council of the Resort Village of Cochin in the Province of Saskatchewan, hereby enacts as follows:

1. The Resort Village of Cochin is hereby authorized to enter into an agreement as attached hereto and forming part of this bylaw, for the purpose of sharing costs and equipment in the provision of fire protection with the following:
 - i. Village of Meota
 - ii. Resort Village of Metinota
 - iii. RM of Meota
2. The Reeve and Administrator of the Rural Municipality of Meota #468 are hereby authorized to sign and execute the attached agreements, identified as Exhibit "A".
3. That Bylaw 06/06 to provide for fire fighting fees and Bylaw 10/01 to enter into a mutual agreement regarding fire protection, be repealed.
4. This bylaw shall take effect on the 1st day of January, 2024.



MAYOR / DEPUTY MAYOR



ADMINISTRATOR

Read a first time this 14th day of November, 2023.

Read a second time this 14th day of November, 2023.

Read a third time and adopted this 14th day of November, 2023.

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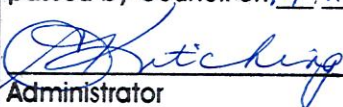
Certified a true copy of Bylaw 07-2023
passed by Council on 14/11/2023 A.D.

Administrator



Exhibit A

Memorandum of Agreement made effective this first day of January, 2024

Between:

The "**Resort Village of Cochin**"
a municipal corporation of and in the Province of Saskatchewan

-and-

The "**Resort Village of Metinota**"
a municipal corporation of and in the Province of Saskatchewan

-and-

The "**Village of Meota**"
a municipal corporation of and in the Province of Saskatchewan

-and-

The "**Rural Municipality of Meota No. 468**"
a municipal corporation of and in the Province of Saskatchewan,

WHEREAS the parties hereto are desirous of providing in this Agreement for the following:

- (a) An association of the parties hereto for the purpose of providing fire protection services to all residents within their municipal boundaries.
- (b) The constitution of a representative Governance Committee to administer the operation of the fire department (hereinafter called the "*Governance Committee*") in accordance with the boundaries as outlined in clause 2,
- (c) The constitution of a representative Fire Department to provide volunteer recruitment, training, and deliver fire protection services (hereinafter called the "*Meota & District Fire Department*") in accordance with the boundaries as outlined in clause 2,
- (d) The respective contribution of each party to the capital cost of furnishing the necessary equipment and storage facilities for providing fire protection.
- (e) The respective contribution of each party to the operating expenses incurred in providing fire protection.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

FIRE DEPARTMENT

1. The fire department shall be called the "*Meota & District Fire Department*".
2. The Meota & District Fire Department shall provide services to the area detailed below:
 - (a) The Resort Village of Cochin and all properties within its incorporated limits,
 - (b) The Resort Village of Metinota and all properties within its incorporated limits,
 - (c) The Village of Meota and all properties within its incorporated limits,
 - (d) The Rural Municipality of Meota No. 468 and all properties within its incorporated limits, excluding the Resort Village of Aquadeo, the Saulteaux Indian Reserve 159 and the Moosomin Indian Reserve 112B
3. It is agreed by the parties hereto, that the services provided by the Fire Department, shall be to contain and extinguish any fire occurring in the said municipalities.
4. The Meota & District Fire Department shall whenever possible and at the discretion of the Fire Chief or a designate, provide such fire-fighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area in the Meota & District Fire Department as outlined in the area described in clause

5. The Meota & District Fire Department may at the discretion of the Fire Chief or a designate, respond to requests for assistance made by another fire department outside the Rural Municipality of Meota No. 468, or from municipalities covered under Mutual Aid agreements.
6. The Meota & District Fire Department shall establish fees or rates, as set out in schedule "A", hereinafter referred to as *'fire call out fees'* to be charged to the respective municipality, when fire protection or rescue services are provided within the incorporated boundaries of the municipality.
7. The Meota & District Fire Department may respond to alarms or calls from the respective municipalities whether or not steps have been taken to authenticate or confirm that the reported emergency or hazard actually exists. The Meota & District Fire Department shall further be entitled to respond to calls from any person purporting to be located within the boundaries described in clause 2 whether or not this can be confirmed. In the event an alarm or call proves to be false, the Meota & District Fire Department shall nevertheless charge the amounts determined in accordance with schedule "A".

MEOTA & DISTRICT FIRE DEPARTMENT NOT LIABLE

8. The Rural Municipality of Meota No. 468, the Resort Village of Cochin, the Resort Village of Metinota or the Village of Meota shall not be liable for any damages or losses, which may be occasioned by the Fire Departments failure to respond to any alarm or call, relative to fire or other emergency in the District, or for any delay in responding to such alarms or calls.

CAPITAL & OPERATING COSTS

9. Each of the parties hereto shall contribute to the capital costs incurred in obtaining necessary fire-fighting equipment and assets based on the relative percentage of taxable assessment as follows:

a) Resort Village of Cochin	13.4%
b) Resort Village of Metinota	6.4%
c) Village of Meota	10.7%
d) Rural Municipality of Meota No. 468	69.5%

10. In addition to contributing to the capital costs of fire-fighting equipment and assets as set out in clause 8 above, each party shall share in the cost of the annual operating expenses of the Committee's operations in the Meota & District Fire Department as follows:

a) Resort Village of Cochin	13.4%
b) Resort Village of Metinota	6.4%
c) Village of Meota	10.7%
d) Rural Municipality of Meota No. 468	69.5%

11. The percentage of contribution based on taxable assessment will be updated effective the year following a SAMA re-valuation year.

OWNERSHIP OF ASSETS

12. Ownership of the tangible capital assets will continue to be recognized by the RM of Meota, the Village of Meota and the Resort Village of Metinota as per the current ownership % described in Schedule B at December 31, 2023.
13. Resort Village of Cochin will contribute a 2001 FTLR FL80 Vehicle to the Village of Meota valued at \$65,000.00 effective January 1, 2024
14. Resort Village of Cochin will contribute a 2004 Ford F350 Vehicle to the Resort Village of Metinota valued at \$15,000.00 effective January 1, 2024
15. Ownership of the equipment assets described in Schedule C will remain jointly owned by the RM of Meota 60%, Village of Meota 30%, Resort Village of Metinota 10%.
16. Ownership of the equipment assets described in Schedule D will remain the ownership of the Resort Village of Cochin.
17. Ownership of any non-capital tangible assets purchased after the date of this agreement will be owned based on the based on the percentage of ownership described in section 10 of this agreement or the adjusted value based on section 11 of this agreement.
18. Ownership of the financial assets will be recognized by the RM of Meota, the Village of Meota and the Resort Village of Metinota as per the new ownership % described in in section 8 of

this agreement effective January 1, 2024 applied to the Net Financial Asset value in the audited 2023 Financial Statements.

19. Each of the parties hereto shall proportionately own any additional tangible capital assets acquired after January 1, 2024 based on percentage of capital cost contribution described in section 8 of this agreement.
20. Each of the parties hereto shall proportionately own any additional tangible capital assets acquired after January 1, 2026 as adjusted every four years based on percentage of capital cost contribution as amended by section 11 of this agreement.
21. The land and fire hall in Meota will remain a jointly owned asset between the RM of Meota, the Village of Meota and the Resort Village of Metinota.
22. The fire hall in Cochin will remain owned by the Resort Village of Cochin.

ASSET INSURANCE

23. Insurance for all vehicle assets will be in the name of the Meota & District Fire Department C/O the Rural Municipality of Meota No. 468, the Resort Village of Cochin, the Resort Village of Metinota and the Village of Meota and paid for by the Meota & District Fire Department.
24. Firefighter insurance will be in the name of the Meota & District Fire Department C/O the Rural Municipality of Meota No. 468, the Resort Village of Cochin, the Resort Village of Metinota and the Village of Meota and paid for by the Meota & District Fire Department.
25. Insurance for the building and equipment assets located at the Meota Fire Hall will be in the name of the Village of Meota and paid for proportionately by the Village of Meota 30%, Resort Village of Metinota 10% and RM of Meota 60%
26. Insurance for the building and equipment assets located at the Cochin Fire Hall will be in the name of the Resort Village of Cochin and paid for proportionately by the Resort Village of Cochin 50% and the RM of Meota 50%.

GOVERNANCE COMMITTEE

27. The Governance Committee shall operate under a "Terms of Reference" policy which outlines the Committee's Authority, Procedures and Accountabilities and the respective Partner Municipality Accountabilities. The "Terms of Reference" Policy must be adopted by resolution of each member municipality.
28. The Governance Committee representatives shall report back to the municipal councils as to the operations of the Meota & District Fire Department.

FIRE DEPARTMENT

29. The fire department shall be called the "Meota & District Fire Department".
30. The parties agree that the fire department whenever possible and at the discretion of the Fire Chief or his designate, provide such fire-fighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area described in clause 2.
31. The fire department shall be comprised of a Fire Chief, Fire Hall Captains and volunteer members to provide the level of fire protection service desired by the partner municipalities. The organizational structure of the Fire Department shall be determined by the Governance Committee.
32. The Fire Chief shall provide recommendations to the Committee regarding capital and equipment purchases.
33. The Fire Chief shall be chosen by the fire department and then put forward to the Governance Committee for recommendation of appointment by each of the municipal Councils on an annual basis.



FIRE SERVICE/RESPONSE FEES

- 34. Charges for fire calls shall be invoiced from the Meota & District Fire Department to the Village of Meota, Resort Village of Metinota, Resort Village of Cochin and the R.M. of Meota No. 468 as per Schedule "A" which was made a part of this agreement based on the location of the call for service.
- 35. Each municipality will be responsible for invoicing property owners of the Village of Meota, Resort Village of Metinota, Resort Village of Cochin and the R.M. of Meota No. 468 as per Schedule "A" which was made a part of this agreement.
- 36. Charges for fire calls to backup any fire department which is not party to this agreement shall pay as per Schedule "A" which was made a part of this agreement with the exception of any other prior agreements made with other Fire Departments.

GENERAL

- 37. The parties agree to perform and do all acts necessary in order to ratify and confirm this Agreement. In particular, each of the parties agrees to pass a bylaw ratifying the execution of this Agreement.
- 38. The parties agree to make payment of their share of the capital and operating contributions.
- 39. In the event for any reason, it may become necessary to cancel this Agreement, the financial assets that are available for distribution after paying all liabilities, shall be paid to the respective municipalities in proportion to the percentage allocations described in section 9 and 10 as amended by section 11.

TERMINATION PROVISIONS

- 40. The agreement will continue in effect unless terminated in accordance with section 37.
- 41. Any party may terminate this agreement by giving 5 years notice and paying a \$100,000 agreement termination fee.
- 42. The party requesting agreement termination will be responsible for completing an asset appraisal for any tangible capital equipment assets acquired after the effective date of the agreement.
- 43. The terminating party will forfeit ownership of all assets described in section 38 of the agreement and will receive payment for their portion of the asset based on the valuation multiplied by the percentage of ownership described in section 9 of this agreement or the adjusted value based on section 11 of this agreement.
- 44. The terminating party will be eligible for a payment of their share of the financial assets based on the percentage of ownership described in section 10 of this agreement or the adjusted value based on section 11 of this agreement.

ADDITIONAL PARTNER PROVISIONS

- 45. Any additional partners to this agreement must be by unanimous consent.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their proper signing officers.



Reeve *Sherry Jimmy*

Administrator *Mike Matheson*



Mayor *[Signature]*

Administrator *[Signature]*

Resort Village of Metinota

SEAL



Mayor

Administrator

[Handwritten signature]

[Handwritten signature]

Resort Village of Cochin

SEAL



Mayor

Administrator

Deputy *[Handwritten signature]*

[Handwritten signature]

SCHEDULE "A" attached to Exhibit A

SCHEDULE A

FIRE CALL OUT FEES

The parties agree that the fees for services provided pursuant to Exhibit A be as follows:

Fire Truck	(First hour)	\$500.00/hr
	(Each hour thereafter)	\$250.00/hr
Water Truck	(Single Axle)	\$200.00/hr
	(Tandem Axle)	\$300.00/hr
Rescue Vehicle		\$200.00/hr
Fire Chief	(First hour)	\$60.00/hr
	(Each hour thereafter)	\$30.00/hr
Fire Fighters	(First hour)	\$40.00/hr
	(Each hour thereafter)	\$20.00/hr
Mileage for personal vehicles		\$0.55/km

Motor Vehicle Accidents

- The Meota & District Fire Department will invoice SGI directly for Extrication and/or Traffic Control services as per the current rates set out by the Province. In the event that SGI will not pay the invoice for any reason the Municipality in which the event occurs agrees to take responsibility for payment of the invoice.

Stand down

- minimum of 1 hr charge for equipment and personnel.

False Alarms

- first offence \$500
- Second Offence and each offence thereafter is actual Costs of fire call.

STARS

- The cost of attending to any STARS landing within the fire protection service area will be paid for by the Meota & District Fire Department.

SCHEDULE "B" attached to Exhibit A

New Fire Truck	\$	45,000
2015 Ford F550	\$	175,000
1997 GMC 3500	\$	30,000
1983 Ford Front mount	\$	10,000
1993 International tanker	\$	20,000
1979 Chev Van Rescue	\$	4,500

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SCHEDULE "C" attached to Exhibit A

Equipment			
1		LG Flat Screen TV 48"	48"
1		Amana	Fridge
1		Panasonic	Microwave
1			Training Room Tables and Chairs
1			Board Room Table and Chairs
1			Office Desks. And chairs
2		Honda 5.5	Water Pump
1		Omega Pro	Air Compressor
1		Honda 190	Pressure Washer
1		Napa 200A	Battery Charger 90-155
1			Hand Tools
6			Backpack Sprayers
1			Rescue Boat
2			Ice Rescue Suits
4			Life Jackets
2			Throw ropes over the ice rescue ones
1			Stars Pucks
1			Traffic Kit
2			Stars Landing Kits
1			Rescue Basket
1			Back Board
2			Emergency Signs and Stands
1			Exhaust Fan - Gas
1			Portable Tank Old
1			Portable Tank - New
2			Slow Stop Signs
5			Radios
4			Family Radios
6		MSA	Harness
6		MSA Nighthawk	Masks
24			Tanks
2		NOTES	Chainsaws
2		Stihl BG50	Blowers
4		Streamlight	Litebox Flashlight
18			Gear
		15 new 18 old	Helmets
			Helmet Lights
3			P25 Radios - Mounted
2			P25 Radios - Handheld
5			UHF Radios - Mounted
4			Networks Radios - Mounted
1		Flir TG165	Thermal Camera
2		Bushnell 10X50	Binoculars
2			First Aid Kit
2			Burn Kit
6			Man Down alarms
2			AED
1			Traffic Triangles
2		Ventis MX4	Gas Detector 4 Head
1			Collapsable Ladder
2			Strechers
4			Paddles
1			Engineered Collapsable Ladder

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SCHEDULE "D" attached to Exhibit A

Equipment

6	MSA SCBA Harness	
6	MSA SCBA Mask	
25	MSA SCBA Tanks	
2	STIHL	BLOWERS BG50
4	Back Pack sprayers	
3	Celestron	Binoculars 15x70
1	Lifepack Defib	Lifepack 500
9	Flashlights (rechargeable)	Survivor Streamlight
1	Hyundia Generator	3500W
1	Portable Electric Fan	
2	Reciprocating saw 110V	
1	Johnsred Chainsaw	2054 Turbo
1	Husquvarna DemoSaw	375k
1	First responder first aid kit	
1	Lukas Hydraulic pump	
1	Lukas Spreader	
1	Lukas Cutter	
1	Lukas Ram	
1	Holmatro Hydraulic pump	
2	Holmatro Spreader	
1	Holmatro Cutters	
2	Holmatro Rams	
2	Water Rescue suits	
4	Life Jackets	
2	Backboards	
2	Rescue Baskets	
1	Battery Charger	
1	20 gal Air compressor	
1	Gas Pressure Washer	
1	42" LG TV	
	Misc Shop Hand tools	
1	5 gal shop vac	
6	Vertex handheld radio	
1	Handheld P25 radio	
3	Truck mounted P25 radio	
1	TIC	Seekthermo
1	Portable Canvas Tank	
1	Piercing Nozel	
2	Stop/Slow 5' paddle	
1	8' pike pole	
2	Rechargeable flairs	
1	flair pucks	

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