

**TOWN OF NEEPAWA
BY-LAW NO. 3164-16**

BEING A BY-LAW OF THE TOWN OF NEEPAWA TO AUTHORIZE THE TOWN OF NEEPAWA TO ENTER INTO A FIRE PROTECTION SERVICES AGREEMENT WITH THE RURAL MUNICIPALITY OF NORTH CYPRESS-LANGFORD.

WHEREAS *The Municipal Act* provides in part as follows:

- 250 (2) ...a municipality may...
- (d) enter into agreements with...
- (vi) another municipality in Manitoba...
- 260 (1) A municipality that provides a service or other thing within its own boundaries may provide it in or to another municipality, with the agreement of the other municipality.
- 260 (2) The municipality providing the service or thing under subsection (1) may set the terms and conditions, including fees or other charges , for providing the service...
- 264 Every municipality must provide fire protection services within its boundaries...
- 266 For the purpose of providing fire protection services, a municipality may enter into an agreement with a person, another municipality or an agency or department of the Government of Manitoba or the Government of Canada.


AND WHEREAS Council deems it to be in the best interest of the Town of Neepawa to enter into a Fire Protection Services Agreement with the Rural Municipality of North Cypress-Langford;

NOW THEREFORE BE IT AND IT IS HEREBY ENACTED as a By-Law of the Town of Neepawa duly assembled as follows:

1. THAT the Town of Neepawa do hereby enter into an Agreement with the Rural Municipality of North Cypress-Langford to provide for fire protection services within a designated part of the municipality.
2. THAT the Agreement known as Schedule "A" be hereby attached to and form part of this By-Law.
3. THAT the Agreement shall come into force and effect January 1, 2016.
4. THAT the Mayor and CAO of the Town of Neepawa be authorized to execute the Agreement on behalf of the Town of Neepawa.
5. THAT By-Law No. 3122 be and the same is hereby repealed.

PASSED AND ENACTED as a By-Law of the Town of Neepawa by the Council thereof duly assembled in Neepawa, Manitoba this 20th day of September A.D., 2016.

TOWN OF NEEPAWA


MAYOR


CAO

Read a first time this 6th day of September, A.D., 2016
Read a second time this 20th day of September, A.D., 2016
Read a third time this 20th day of September, A.D., 2016

SCHEDULE "A" TO BY-LAW NO. 3164-16

AGREEMENT made in duplicate this _____ day of _____, 2016.

BETWEEN:

THE TOWN OF NEEPAWA
(hereinafter referred to as the "Town")

-AND-

THE RURAL MUNICIPALITY OF NORTH CYPRESS-LANGFORD
(hereinafter referred to as the "Municipality")

WHEREAS the Rural Municipality (RM) of North Cypress-Langford is desirous of obtaining from the Town of Neepawa, protection and assistance in the prevention of fires within the municipality.

AND WHEREAS the Town of Neepawa and the Rural Municipality of North Cypress-Langford have reached an agreement whereby the Rural Municipality of North Cypress-Langford will pay the Town of Neepawa to provide fire protection services to the lands designated herein;

AND WHEREAS the parties deem it to their mutual interest to enter into this agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenant and agreement herein contained the sufficiency which is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

"Agreement" means this agreement, including the recitals and any schedules hereto.

"Lands" means the lands outlined in Schedule "A-1" and includes anything within the boundaries of those lands.

"Services" means fire protection services provided by the Town of Neepawa to the lands and buildings for the benefit of the Rural Municipality of North Cypress-Langford.

2.0 TERM & TERMINATION

2.1 This Agreement commences on January 1, 2016 and shall be automatically renewed from year to year thereafter, until terminated or significant changes in service delivery warrant amendments or modifications.

2.2 The parties agree to review this Agreement and the formula contained in Schedule "A-2", at least every three (3) years, the first of which reviews shall occur prior to December 31, 2018. Such review shall be for the purposes of considering and making decisions about any amendments or modifications based on fairness and equity for both parties.

2.3 This Agreement may only be terminated upon the mutual agreement of both parties with consideration given to a notice period of one (1) calendar year.

2.4 The RM of North Cypress-Langford agrees to the terms and conditions of the Agreement and shall endeavour to maintain good financial standing with the Town to ensure continuity of services.

2.5 This Agreement shall ensure to the benefit of, and is binding upon, the RM of North Cypress-Langford and the Town of Neepawa, and their successors, and may not be assigned by either party.

3.0 SERVICES

3.1 The Town of Neepawa Fire Department shall be responsible for providing the initial response to the lands as identified in Schedule "A"-1" where practicable, in accordance with standards of fire prevention, suppression, safety, rescue and emergency services per the most current Town of Neepawa Fire Prevention By-Law and any amendments thereto.

3.2 Response by the Town of Neepawa for services within the lands identified in Schedule "A-1" shall be under the sole control of the Fire Chief of the Town of Neepawa or his/her designate.

3.3 The Fire Chief shall report to Council annually on matters pertaining to the provision of fire protection services by the Neepawa Fire Department as related to fulfilling the terms and conditions of this Agreement.

4.0 FEE FOR SERVICE - CAPITAL & OPERATING COSTS

- 4.1 The RM of North Cypress-Langford shall contribute annually to the Neepawa Fire Department on a fee for service basis, taking into account:
- a) current and historical service call data*;
 - b) a proportionate share (based on actual fire service usage) of the previous year's annual operating and fire related overhead expenditures required to host the Neepawa Fire Department and enable the provision of an acceptable level of fire service.
 - c) a proportionate share of a contribution to the fire equipment reserve, as recommended by the Public Safety Committee and approved by the Council of the Town of Neepawa. Such amount in relation to meeting the capital equipment needs of the Neepawa Fire Department by way of an approved asset management plan. Such reserve contribution to be included as part of b) above.

Further, it shall be recognized that this Agreement relates solely to fee for service; The Town of Neepawa is recognized as the sole owner of existing capital equipment and infrastructure, and unless contemplated as an amendment or modification to this Agreement:

- 4.2 Using a running ten (10) year average to eliminate the potential for extreme fluctuations, invoicing shall take into account the cumulative average of service usage related to the actual number of calls, hours and man hours respective of providing fire services to the lands identified in Schedule "A-1", averaged over the previous 10 year period. The formula of which is outlined in Schedule "A-2".
- 4.3 Applicable fire hydrant charges shall be borne by each party independently, and in the case of North Cypress-Langford, shall be in addition to the actual annual charge for services (currently \$1,400.00).
- 4.4 Any cost recovery revenue received through Manitoba Public Insurance shall be directly appropriated to the Town of Neepawa's fire equipment reserve and dedicated for investment in capital equipment.

**NOTE: For the purposes of this Agreement and based on the availability of accurate historical data, the 2016 calculation will be premised on 8 years, the 2017 calculation will be premised on 9 years, and subsequent years based on the 10 year cumulative averages indicated herein.*

PAYMENT OF SERVICES

- 4.1 The annual fee for service payment made to the Town of Neepawa under this Agreement shall be accepted by the Town of Neepawa as full compensation for all annual operational services rendered for fire protection.
- 4.2 For services provided under the terms of this agreement on provincial highways supported by a cost recovery program, the Town of Neepawa and the RM of North-Cypress-Langford agree that any costs recovered through Manitoba Public Insurance Corporation shall be transferred on an annual basis into the Town of Neepawa's fire equipment reserve.

5.0 COMMITTEE

- 5.1 The Public Safety Committee of the Town of Neepawa shall hold the responsibility for the review referenced in Article 2.2 and may bring forward recommendations to the Council of the Town of Neepawa at an earlier date as necessary.
- 5.2 The Public Safety Committee shall consult with the Fire Chief and respective Fire Department members, as necessary on an annual basis for purposes of planning, budgeting and to determine any required current and future capital expenditures.
- 5.3 The RM of North Cypress-Langford shall designate a member of Council to represent the RM of North Cypress-Langford in discussions with the Public Safety Committee related to annual operations, equipment purchase and/or capital planning for the Neepawa Fire Department. Meeting intervals to be at least annually, or as circumstances or activity dictates.

6.0 GENERAL

- 6.1 The RM of North Cypress-Langford shall notify the Town of Neepawa CAO & Fire Chief when deemed necessary to declare and/or subsequently lift a burning ban, as per the applicable prevention and control of outdoor fires by-law for the RM of North Cypress-Langford.
- 6.2 The Town shall be responsible for the maintenance, operation and training requirements of the Fire Department including equipment purchases.
- 6.3 The Town reserves the right to refuse to answer a fire call from the Municipality where due to road or weather conditions the Fire Chief or his/her designate considers it hazardous or unsafe to provide the required services, or in the instance where the Town's equipment is already employed fighting fires within the Town (or another jurisdiction).
- 6.4 The Chief or his/her designate shall keep detailed records of each location, type of fire or call for service, duration of call and number of personnel. Such particulars to support the annual fee for service charge, and shall be made available to the RM of North Cypress-Langford.
- 6.5 The Town of Neepawa shall make available to the RM of North Cypress-Langford, as part of the annual billing, a summary of all fire department revenues and expenses, including information identifying any purchase of fire equipment made in the reference year.

7.0 LIABILITY & INDEMNITY

- 7.1 The RM of North Cypress-Langford shall indemnify the Town against any claim for liability, claim, cost, lawsuit or action in respect of any property damage or personal injury, including death, howsoever caused or related in any way whatsoever to the provision of, or failure to provide fire services by the Town of Neepawa, or the Fire Chief, or arising directly or indirectly from this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement by affixing their seals attested by the proper officers on that behalf the day and year first above written.

TOWN OF NEEPAWA

Mayor

CAO

THE R.M. OF NORTH CYPRESS-LANGFORD

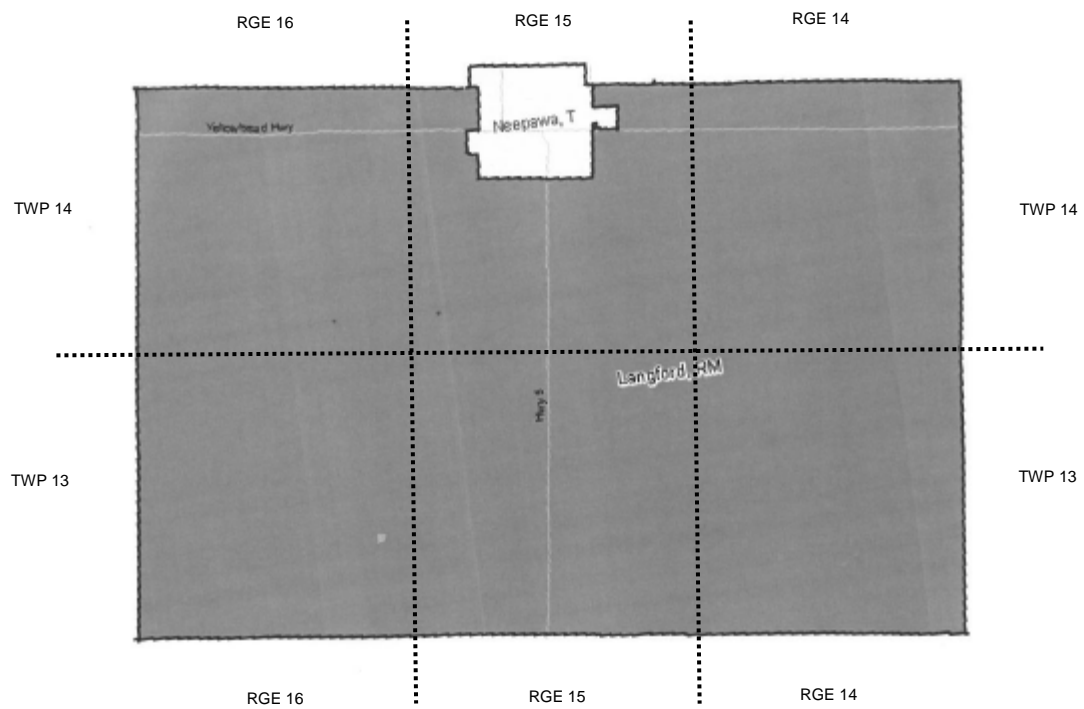
Reeve

CAO

SCHEDULE "A-1" - LANDS

The "Lands" covered under this Fire Agreement shall include:

- Township 13, Range 14 W.P.M
- Township 14, Range 15 W.P.M.
- Township 14, Range 15 W.P.M.
- Township 13, Range 14 W.P.M
- Township 14, Range 15 W.P.M.
- Township 14, Range 15 W.P.M.



SCHEDULE "A-2" - FORMULA

FORMULA

Step 1
(Specific to the previous year)

$$\frac{\text{Total Annual Fire Expenses}}{\text{Total Number of Calls}} = \text{(a) Rate Per Call} \times \text{Actual \# of Calls Per Municipality} = \text{(d) Total Portion of Expense Based on Calls}$$

$$\frac{\text{Total Annual Fire Expenses}}{\text{Total Number of Hours}} = \text{(b) Rate Per Hour} \times \text{Actual \# of Hours Per Municipality} = \text{(e) Total Portion of Expense Based on Hours}$$

$$\frac{\text{Total Annual Fire Expenses}}{\text{Total Number of Man Hours}} = \text{(c) Rate Per Man Hour} \times \text{Actual \# of Man Hours Per Municipality} = \text{(f) Total Portion of Expense Based on Man Hours}$$

Step 2
(Links values per Step 1 to a ten (10) year cumulative avg)

Values identified in (d), (e) & (f) are input into a running table to determine a 10 year average specific to appropriating expenses on the basis of calls, hours and man hours.

BASED ON ACTUAL STATISTICS & EXPENSES			
Chart depicts 2008 - 2017 for the onset of this Agreement. Chart to be annually updated to reflect the most current 10 years of data (i.e. when 2018 is added, 2008 is removed)			
Year	Municipality		
	\$ Calls	\$ Hours	\$ Man Hours
2008	(d)	(e)	(f)
2009	(d)	(e)	(f)
2010	(d)	(e)	(f)
2011	(d)	(e)	(f)
2012	(d)	(e)	(f)
2013	(d)	(e)	(f)
2014	(d)	(e)	(f)
2015	(d)	(e)	(f)
2016	(d)	(e)	(f)
2017	(d)	(e)	(f)
10 Year Cumulative Total	"Sum of (d)"	"Sum of (e)"	"Sum of (f)"

Step 3
(Calculates a 10 year average on a call, hour and man hour basis, then averages that value and adds applicable fire hydrant rental)

10 year average	X = "Sum of (d)" 10	Y = "Sum of (e)" 10	Z = "Sum of (f)" 10
Total Annual Fee for Fire Services	=	$\frac{\text{Sum of X + Y + Z}}{3}$	+ Hydrant Rental