

Exhibit A of Bylaw #17-02

This Agreement made effective on the 15th day of March, 2017.

BETWEEN:

RURAL MUNICIPALITY OF CAMBRIA No. 6, in the Province of Saskatchewan
(Hereinafter referred to as the "RM")

-AND-

THE VILLAGE OF TORQUAY, in the Province of Saskatchewan
(Hereinafter referred to as to "Village")

WHEREAS the RM and the Village wish to associate with each other for the purpose of constituting and creating a Board to be known as the "Torquay and District Fire Department Board";

AND WHEREAS the RM and the Village wish to set forth the role of the RM Council and the Village Council in relation to the Torquay and District Fire Department Board.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in, consideration of these premises, covenants, promises and agreements hereinafter set forth, and subject to the terms and conditions, hereinafter stated, the parties hereto jointly and severally agree as follows:

ESTABLISHMENT OF THE TORQUAY AND DISTRICT FIRE DEPARTMENT BOARD

1. Pursuant to the right of the delegation given to the RM under Section 8(1) of *The Municipalities Act*, the parties hereto agree to the establishment of the Torquay and District Fire Department Board (hereinafter referred to as the "Board")

POWERS, RESPONSIBILITIES AND OBLIGATIONS OF THE BOARD

2. The Board is entrusted with such powers, responsibilities, and obligations as are allowed by Section 8(1) of *The Municipalities Act* and the Board shall have the general power to:
 - a) Manage, operate, maintain and use the firefighting and/or emergency response equipment and storage facilities;
 - b) Set rates and levy charges on all service calls and other fees for specific services as the Board shall from time to time determine by resolution;
 - c) Make expenditures, not exceeding \$10,000, in connection with the operation and maintenance of the board and equipment;
 - d) Enter into reciprocal agreements with other municipalities to provide services;
 - e) Enter into fee for service agreements;
 - f) Enter into leasing agreements for equipment, vehicles and any other required equipment.

COMPOSITION OF THE BOARD

3. The Board shall consist of five (5) members, to be appointed by resolution of the Councils as follows:
 - a) Two (2) members from the R.M. Council;
 - b) Two (2) members from the Village Council;
 - c) One (1) Fire Chief;

TERM OF OFFICE

4. Board members shall be appointed to a 2 year term, ending on December 31st. Members of the Board shall be eligible for reappointment.
5. The seat of a member shall become vacant upon the receipt of a written notice of his or her resignation to the Administrator.
6. The Administrator shall bring to the attention of the Council at their next regular meeting any vacancies as they arise.
7. The Councils shall, by resolution at the first meeting following the receipt of the notice of vacancy, fill the vacancy by resolution.
8. The Councils may, by resolution, remove any person appointed and appoint another person to replace him or her.

MEETINGS

9. That one (1) member from each municipality and the fire chief shall constitute a quorum.

31. Borrowing funds and/or mortgaging of the Torquay and District Fire Department shall only transpire with the unanimous consent in writing of both Municipalities.

TERM OF AGREEMENT

32. The Councils agree that this Agreement shall be continuous and renegotiation of all terms may be initialled and undertaken at any time on recommendation of the Board and mutual agreement of the Councils.
33. In the event that either party desires to withdraw or otherwise terminate this Agreement, the party shall give at least one year written notice to that effect. Such notice shall be given on or before December 31, to be effective on December 31 in the year following.
34. In the event of the termination of this Agreement, a proper accounting shall be made of the capital and income accounts and the assets and liabilities of the Torquay and District Fire Department to the date of termination by the appointed accountants. The assets of Torquay and District Fire Department shall in a businesslike and orderly manner be liquidated and the proceeds of such liquidation shall then be distributed as follows, unless the Owners otherwise unanimously agree:
- a) Firstly, to pay all costs, debts, expenses, liabilities and obligations of Torquay and District Fire Department;
 - b) In the event that such liquidation proceeds shall not be sufficient to satisfy the liabilities of Torquay and District Fire Department, each of the Owners shall contribute an equal share of such further funds as shall be necessary to satisfy in full, the liabilities.
 - c) Any remaining assets shall be contributed equally between the RM and Village.

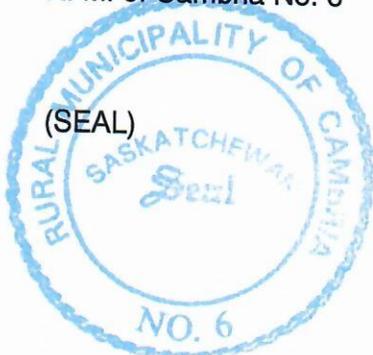
AVAILABILITY OF EMERGENCY RESPONSE SERVICES

35. The parties to this Agreement agree that the Emergency Response Services and programs be available to all residents of each of the parties hereto on an equal opportunity basis.

The Fire Agreement made between the Village and the RM in 1983 is hereby repealed.

IN WITNESS WHEREOF the RM and the Village have hereunto affixed their corporate seals and duly attested by the hands of their officers authorized in this behalf, all on the day and year written above.

R. M. of Cambria No. 6



Village of Torquay



Reeve

Administrator

Mayor

Administrator

10. The Fire Chief shall be the chairperson of the meetings.
11. The Board shall meet at least two times per year, at a time and place as set by resolution of the Board at the first meeting of the Board each year.
12. The Administrator shall at the request of the chairperson or two (2) of the members, call a special meeting at the date specified in the request.
13. All members of the Board present shall vote on each question.
14. The Chairperson shall preside at all meeting.
15. If the Chairperson should be unable to attend the meeting, the Vice-Chairperson shall preside.
16. All actions of the Board shall be entered in the minute book, to be kept for this purpose and signed by the presiding officer and the Administrator.
17. Upon approval of the minutes, at the next regular meeting of the Board, the Chairperson and the Administrator shall initial each page.

COMMITTEES OF THE BOARD

18. The Board may constitute such committees as it sees fit to carry out its purpose and duties, comprised of such persons as it sees fit, whether members of the Board or not. Notwithstanding, the Board shall appoint a Board member to be the Chairperson of any committee constituted by the Board.
19. The duties of such committees shall be those from time to time designated by the Board.

EMPLOYEES OF THE BOARD

20. The position of Administrator of the board shall be the RM's Administrator.

FINANCIAL RECORDS

21. The Fiscal year of the Board shall be January 1 to December 31 of each year
22. The Board shall adopt and maintain banking arrangements and accounting practices that are acceptable to the designated Auditor. In particular, the Board shall do the following:
 - a) Establish a bank account in a credit union or chartered bank;
 - b) Designate the Fire Chief and the Administrator as the signing officers of the Board;
 - c) The Administrator shall provide a written statement of cash receipts and payments to the Board at each meeting.

FUNDING AND FUND RAISING

23. The Board will have no right to appropriate public monies, but it is authorised to raise funds necessary for the carrying on of its functions, by any legal means at its disposal, and all revenues earned by the Board shall accrue to the Board.
24. Any surplus of funds held by the Board at the end of any fiscal year shall be retained and administered by the Board.

LIABILITY INSURANCE

25. The Councils agree to purchase liability insurance to cover the Boards activities.

AUDIT AND AUDITOR

26. The records of the Board shall be audited annually, by the RM's appointed Auditor, at the end of each fiscal year in accordance with *The Municipalities Act*.
27. Pursuant to Section 185 *The Municipalities Act*, the books of account and records of the Board, must be examined by the auditor, the cost of which will be borne equally by the RM, Village and/or Board.

ANNUAL REPORT OF THE BOARD

28. On or before the 1st day of July in each year the Board shall submit a written detailed annual report of the preceding year's activities to the Councils, and that report shall include a duly audited and certified financial statement of its affairs, with balance sheet and revenue and expenditure statements.

FINANCIAL CONTRIBUTIONS

29. A capital contribution in the sum of \$5,000.00 per year shall be made by each the Village and RM annually on or before the 1st day of April each year.
30. Expenses over \$10,000.00 will be paid equally by each municipality upon a resolution from the Village and RM councils.