TOWN OF CARLYLE

BYLAW NO. 2026-03

A BYLAW FOR THE PURPOSE OF ENTERING INTO AN INTER-MUNICIPAL FIRE PROTECTION AGREEMENT

WHEREAS the Council of the Town of Carlyle is desirous of entering into an agreement with the Rural Municipality of Moose Mountain No. 63, to establish an inter-municipal fire protection area for the purpose of providing fire protection by means of a municipal force;

THEREFORE, the Council of the Town of Carlyle, in the Province of Saskatchewan, enacts as follows:

1. The Town of Carlyle is hereby authorized to enter into an agreement with the Rural Municipality of Moose Mountain No. 63, the terms of which are attached hereto and form part of this bylaw and marked as Appendix “A”.

2. This bylaw shall come into force and take effect on the 1st day of July, 2026.

3. Bylaw No. 2017-05 is hereby repealed.

_____
Mayor

_____
Administrator

S E A L

APPENDIX "A"

To Bylaw No. 2026-03

THIS AGREEMENT MADE IN DUPLICATE THIS 24 DAY OF June, 2026.

BETWEEN:

THE TOWN OF CARLYLE

IN THE PROVINCE OF SASKATCHEWAN
(hereinafter referred to as the "Town")

OF THE FIRST PART

AND

THE RURAL MUNICIPALITY OF MOOSE MOUNTAIN NO. 63

IN THE PROVINCE OF SASKATCHEWAN
(hereinafter referred to as the "R.M.")

OF THE SECOND PART

WHEREAS, it is deemed expedient and in the public interest to jointly provide a firefighting service within their territorial limits, both parties hereby agree that,

1. The territorial limits of this agreement shall include:
   a) The Town of Carlyle
   b) The Rural Municipality of Moose Mountain No. 63

2. An operating Board be appointed consisting of:
   a) Three elected officials from the Town Council
   b) Three elected officials from the R.M. Council
   c) The Mayor of Carlyle and the Reeve of the R.M. as ex-officio members
   d) Voting privileges shall be extended to three officials from Town Council and three officials from the R.M.
   e) A Secretary → R.M. or Town Administrator

3. A Board Chairman shall be appointed by the Board at the first meeting to hold office for two (2) years.

4. The Secretary shall call regular meetings of the Board every two (2) months. Meetings shall generally be held on the first Tuesday of the month, unless otherwise determined by the Board.

5. A quorum shall consist of a majority of board members, that being four (4).

6. It shall be the duty of the Board to:

   a) Draw up regulations and conditions for use, operation and maintenance of the equipment.

   b) To make recommendations from time to time as to the upkeep, maintenance and operation of equipment owned by the participating parties.

   c) To deal with any other matters that may be delegated to it, that are referred by unanimous vote of the parties to this agreement.

   d) Present an annual budget to the Board for approval as soon as possible and provide an annual audited statement of revenues and expenditures.

   e) Provide a copy of the minutes of all Board meetings to both Councils and each Board member within 15 days.

f) Appoint a Fire Chief and Deputy Fire Chief(s) as recommended by the Fire Department. The Fire Department shall be responsible for the recruitment, selection, and approval of its members, including determining the number of members required. The Fire Department shall select from among its members a Fire Chief and Deputy Chief(s) for recommendation to the Board.

g) The Fire Chief and/or Deputy Fire Chief(s) shall attend each Board meeting to provide a report on Fire Department operations.

7. The annual operating costs of the Board as well as the capital cost of all approved equipment shall be shared on a 50-50 basis.

8. Out of area calls shall be permitted only after a signed agreement with the other jurisdiction is received and the rate for such call established.

9. The Fire Chief and/or Deputy Fire Chief and/or Captain plus four (4) other qualified firemen shall proceed to a fire call within the R.M.

10. The Fire Chief and/or Deputy Fire Chief and/or Captain plus four (4) other qualified firemen shall proceed to a fire call within the Town.

11. In the event for any reason, it may become necessary to cancel this agreement, the Assets that are available for distribution after paying all Liabilities, shall be paid to the parties in proportion to the sum paid in respect to their capital investment.

12. This agreement will be reviewed annually as to the terms and conditions, but will remain in effect until such time as it is mutually revised or cancelled by either party giving the other party (60) days written notice.

IN WITNESS WHEREOF the parties hereto have set their signatures and corporate seals on the day and year first above written.

TOWN OF CARLYLE

Mayor

Administrator

TOWN OF CARLYLE (SEAL) CANADA SASKATCHEWAN

R.M. OF MOOSE MOUNTAIN NO. 63

Reeve

Administrator

RURAL MUNICIPALITY OF MOOSE MOUNTAIN NUMBER 63 INCORPORATED 1912 SASKATCHEWAN