

# Buckland Fire & Rescue



Governing Documents  
**THE BUCKLAND C0-OPERATIVE VOLUNTEER FIRE FIGHTERS**  
Revised May, 2017

# **BUCKLAND FIRE AND RESCUE**

**Revision May, 2017**

## **MISSION:**

Buckland Fire and Rescue is dedicated to provide emergency protective services to the RM of Buckland and surrounding area. These protective services will be delivered professionally in a safe, accountable manner. This is accomplished by providing the volunteer members quality training, comprehensive leadership, operational equipment, and a dedication to safe operations.

## **VALUES:**

- Buckland Fire and Rescue values honesty, integrity, respect and equal treatment of all members; on active emergency response or otherwise.
- Buckland Fire and Rescue believes it is important to work as a team, provide opportunities, maintain strong leadership, working towards continual improvement and to recognize achievements and milestones.

## **VISION:**

Buckland Fire and Rescue will be measured by our ability to meet our program objectives, while fostering a culture built on respect, trust, honesty, equality, accountability, communication and professionalism. Each person within the organization accepts individual responsibility to ensure his or her conduct will promote a safe, healthy, respectful, and harassment free work environment.

## **Schedule 1**

### **OBJECTIVES:**

The objectives or purposes the cooperative is intended to fulfill:

- A. Acquire by purchase or otherwise suitable emergency services equipment for the control of fire spread and for the extinguishment of fire.
- B. To operate or cause to be operated emergency services equipment acquired by the cooperative for the benefit of the community.
- C. To acquire lands or buildings by purchase, rental, or otherwise for housing the firefighting equipment of the cooperative.
- D. To maintain or to provide for maintaining the emergency services equipment of the cooperative.
- E. To encourage, foster and develop amongst its members a recognition of the importance of fire safety in the community and in national life.

## **Interpretation and Application**

**Legal Name:** The Buckland Co-operative Volunteer Firefighters

**Operating As:** Buckland Fire & Rescue

**Fiscal Year End:** December 31

## **Definitions**

**Act-** The Saskatchewan Co-operatives Act 1996

**Board-** The board of directors is a group of individuals that are elected as, or elected to act as, representatives of the members and is responsible for managing and supervising the affairs of the Co-operative.

**Commercial-** Property in which the primary use is for business operations. May or may not also include occupied buildings (s) or residence. ie: someone living on site, multi-unit residential complex, etc..

**Directors-** Individuals elected by the members to serve on the Board.

**Fire Chief-** Individual appointed or elected by the directors. Under the direction of The Board, the Fire Chief is responsible for managing the operations of Buckland Fire & Rescue and is the sole authority and incident command at the scene of a fire or emergency situation.

**General Meeting-** includes an annual or special meeting of the Members.

**High Risk -** Property where it is not feasible for the potential risks of an operation to be covered by a residential or commercial membership.

**Levy-** Annual Due's as set by the Board of Directors from time to time.

**Members-** A person who has met the conditions of membership set forth in the bylaws of a co-operative and has been accepted as a member by the directors of the co-operative.

**Officers-** a) Chairman, Vice Chairman, Secretary, Treasurer

b) Appointed by the directors to assume a position of responsibility in the management of the affairs of the Co-operative.

**Operations-** Day to day activities relating to rescue, fire suppression, and special operations, and may include but not limited to, the response to the scene of an incident and all functions performed at the scene, training, and equipment maintenance.

**Regular Meeting-** Regularly scheduled meetings on the Board of Directors.

**Residential-** Property in which the primary use is for a single family residence or farming operation.

## **BY-LAWS**

### **II. BUSINESS OF THE CO-OPERATIVE**

#### **Registered Office**

2.01 The registered office of the Co-operative shall be located in the Rural Municipality of Buckland in the Province of Saskatchewan.

#### **Fiscal Year**

2.02 The fiscal year of the Co-operative shall end on the 31<sup>st</sup> day of December in each year.

#### **Execution of Instruments**

- 2.03
- a) Contracts, documents or instruments in writing requiring execution by the Co-operative shall be signed on behalf of the Co-operative by two persons; and, subject to clause (b), either the President or the Secretary shall sign such contracts, documents or instruments in writing on behalf of the Co-operative.
  - b) The Board is authorized, from time to time, to appoint, by resolution, any officer or officers or any persons on behalf of the Co-operative either to sign contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing.

#### **Surplus**

2.04 Any surplus arising from the yearly operation of the Co-operative shall be transferred to reserve for future use and no part of the surplus shall inure to any member.

#### **Applicable Annual Levies**

- 2.05
- a) Each member of the Co-operative shall be required to pay applicable levies, the amount of which shall be fixed by the directors from time to time.
  - b) The amounts shall be determined by Board motion and recorded in the minutes.
  - c) The annual levies are non-refundable.
  - d) Failure to pay annual levies by any member may be cause for the Directors to terminate the membership of that member.
  - e) Members eligible under 3.03 b(i), Shall pay an annual levy as determined by board motion and recorded in the minutes

## Service to Members

- 2.06 a) In the case of an emergency situation at a member's property such member shall be supplied with basic emergency services at no extra charge to the member, unless otherwise stipulated in these By-laws or by any Policy of the Co-operative adopted at a general meeting of the members.
- b) Services that may be required that are *not included* in the residential & commercial members coverage are:
- i) Mutual Aid resources
  - ii) Incident Investigation
  - iii) On site security
  - iv) Any additional resources deemed necessary during the emergency.
  - v) Responding to controlled burns for which we have not received advanced notification.
- c) High risk members shall be invoiced for any emergency services provided in excess of \$10,000.00. High Risk members will be required to have Buckland Fire & Rescue perform an annual inspection as a condition of their membership. The cost of such inspections shall be at the members expense.

Services that may be required that are *not included* in the High Risk members coverage are:

- i) Mutual Aid resources
  - ii) Incident Investigation
  - iii) On site security
  - iv) Any additional resources deemed necessary during the emergency
  - v) Responding to controlled burns for which we have not received advanced notification.
- d) Emergency Service Resources may be reallocated in the event of multiple calls.
- e) Each member whose property the emergency services has been called to, shall be expected to render all possible assistance as directed by the incident command. Such service shall be rendered without remuneration to the member.

## Claims for Damages

- 2.07 Under no circumstances, shall a member have any claim against the Co-operative of the Board of Directors, or any individual operating the equipment of the Co-operative if:
- a) For any reason the equipment fails to arrive when called out by the property owner, or,
  - b) For any reason the equipment fails to operate or function properly after arrival, or,
  - c) Damage is caused during the attempt to put out the fire by use of the fire fighting equipment or firemen on the pursuit of their duties, while under the orders of the Fire Chief in charge of the fire fighting equipment operations; excluding from the foregoing such claims as may be normally made in the event the person making the claim has such insurance, namely truck insurance, or public insurance, as may cover the circumstances.

## Service to Non-Members

- 2.08 Non-members within the Rural Municipality of Buckland will be aided in emergency services. Such calls shall be subject to a fee of an amount that may be set from time to time by the Directors. Such fee is due and payable upon submission of a bill of account for the same.

### **III. SHARES AND MEMBERSHIP**

#### **Who May Apply**

- 3.01 a) No person may become a member of the Co-operative unless that person has submitted a written application or membership and until the said application has been approved by the Board of Directors.
- b) There shall be no joint membership.

#### **Share Purchase Requirement**

- 3.02 a) All applicants are required to purchase a share in the co-operative as indicated in 3.02 (c).
- b) Applicants for residential, commercial and/or high risk memberships that are located on the same property, are required to purchase a share for each type of membership in the Co-operative and pay the applicable levy/levies.
- c) The rates are as follows:
- i) Residential Membership Shares- \$30.00
    - Property in which the primary use is for a single family residence or farming operation.
  - ii) Commercial Membership Shares- \$50.00
    - Property in which the primary use is for business operations. May or may not also include occupied buildings (s) or residence. ie: someone living on site, multi-unit residential complex, etc..
  - iii) High Risk Membership Shares-\$50.00
    - Property where it is not feasible for the potential risks of an operation to be covered by a residential or commercial membership, the board at its discretion, may deem a property to be high risk.
- d) Special/Industrial Service Agreement:  
For properties that are not covered by any of the above memberships in 3.02 ( c ) the department may enter into a special service agreement with that organization.
- e) No interest shall be paid on common shares.
- f) The Co-operative is not required to issue share certification for common shares, but shall make available upon request a statement of a member's shares and other amounts held to his credit.

#### **Eligibility of Membership**

- 3.03 a) Applicants for membership must be at least 16 years of age to be eligible to become a member.
- b) All applicants:
- i) Must own, rent or lease property in the areas served by the Co-operative  
OR
  - ii) Be an active volunteer for the Co-operative.

### **Withdrawal of Membership**

- 3.04 a) A member may apply to withdraw his membership from the Co-operative by giving to the Secretary of the Co-operative ONE month's notice of intention to withdraw.  
The Board, by resolution, may accept any application to withdraw upon shorter notice.
- b) The notice of intention to withdraw shall be sent via registered mail to the Secretary of the Co-operative.
- c) The Board of Directors may issue an order for the termination of membership when the member can no longer use the services of the Co-operative.

### **Cessation or Termination of Membership**

- 3.05 Membership ceases when the Board of Directors approves withdrawal or issues an order of termination.

### **Member Termination Order**

- 3.06 a) The Directors by a two-thirds majority vote at any Director's meeting may order the termination of a membership.
- b) When a membership is terminated, the Secretary shall within 10 days from the date on which the order is made, notify the member in writing of the order.

### **Appeal of Membership Termination Order**

- 3.07 a) A member may appeal the termination order at the next general meeting of the Co-operative by giving notice of his/her intention to appeal to the secretary within 30 days from the date of receiving the notice of termination order.
- b) At a meeting called for the purpose of hearing the appeal, the order can be rescinded only by a majority of at least two-thirds of the members present and casting votes at such meeting.

## **IV. PAYMENT TO MEMBER**

- 4.01 a) Upon withdrawal of a member from the Co-operative, the Co-operative shall within ONE year, purchase from the Member, at par value all shares of the capital stock of the Co-operative held by that Member, **and** pay to the Member all his Member loans, and any other amounts held to the credit of the Member, as shown in the records of the Co-operative, less any amounts owing to the Co-operative by the Member.
- b) Where the Co-operative terminates the membership of a Member, pursuant to the Act, the Co-operative shall; within a period of ONE year, purchase from the Member at par value all shares of the capital stock of the Co-operative held by the Member, pay to the Member, as shown in the records of the Co-operative, less any amounts owing to the Co-operative by the Member.

## **V. GENERAL MEETINGS**

### **Requirements**

- 5.01 a) General meetings of the Co-operative shall be held at such locations in Saskatchewan as may be determined by the Board of Directors.
- b) A quorum at a general meeting of the membership shall be the number of the Board of Directors, plus one.

### **Appointment of Auditor**

- 5.02 a) The members shall, by ordinary resolution at the first annual general meeting of members, and at each succeeding annual general meeting, appoint an auditor to hold office until the close of the next annual general meeting.
- b) Notwithstanding clause (a), where an auditor is not appointed at an annual general meeting of members, the incumbent Auditor continues in office until the successor is appointed.

## **VI. DIRECTORS**

### **Number of Directors**

- 6.01 a) The number of Directors required to constitute a full board shall be a minimum of (8) to a maximum of (13)
- b) Maximum of (4) Buckland Fire Fighters can be on the Board of Directors at one time.
- c) The Fire Chief, Deputy Fire Chief, and Battalion Chief shall not be eligible to be a Director on the Board.
- d) Directors hold office until the conclusion of the next Annual General Meeting at which their successors are elected, and are eligible for re-election.

### **Notice of Meetings**

- 6.02 a) Director's meetings may be called on 3 days' notice.
- b) The notice may be delivered personally, by mail, telephone, or electronically.
- c) If all members are present and give consent, notice can be waived.

### **Quorum for Director's Meetings**

- 6.03 The quorum necessary for the transaction of business by the Directors at any Board meeting shall be a majority of the Directors.

### **Term of Office**

- 6.04 The term of office for Directors shall be *three* years: provided that there shall be a rotation of terms to require the election of one-third of the Directors to office each year.



### **Removal of Directors-Filling of Vacancy**

- 6.05 a) Any Director who is absent from three consecutive regular meetings of the Board without Board approval, may be removed from office by a majority vote of all the remaining Directors.
- b) The Directors of the Co-operative may remove any Director of the Board from office by two thirds majority vote, with just cause.
- c) The term of office of a Director elected to fill a vacancy shall be for the unexpired term of that vacancy.

### **Transaction of Business at Director's Meetings**

- 6.06 a) At regularly and legally constituted meetings of the Board or any Committee of the Board, all questions may be decided by a simple majority vote.
- b) The President or other presiding officer shall have the deciding vote in case of a tie (except in the case of election of officers, or ballot voting)
- c) A resolution of the Board may be passed without a meeting where:
- i) All the Directors consent in writing to the resolution: AND
  - ii) The consent is filed with the minutes of the proceedings of the Directors;

Except that no resolution of the Board involving the expenditure of money may be passed without a meeting of Directors being held.

### **Directors' Duties and Powers**

- 6.07 The Directors shall carry out the duties and may exercise the powers given to them in the Act.

### **Duties of the Officers of the Board**

- 6.08 a) No Director shall hold more than one office except that the offices of the Secretary and the Treasurer may be combined.
- b) After the next board of directors meeting, following the conclusion of the Annual General Meeting in each year, the Board shall appoint:
- i) From among the Directors, a President and First Vice President; AND
  - ii) A Secretary and Treasurer who may, but need not, be a Director. AND
  - iii) Two Directors to the Executive Committee
- c) **The President Shall:**
- i) Preside as Chairman at all general meetings of the Co-operative and all meetings of the Directors, unless some other Member is appointed by the meeting to do so;
  - ii) Be an Ex-Officio Member of all Committees appointed.
  - iii) Perform such other duties and exercise such other powers as are incidental to such office or as may be required, from time to time, by the Board.
- d) The **First Vice- President**, in the absence of the President, shall discharge the duties of the President.

- e) **The Secretary Shall:**
- i) Attend all General Meetings of the Co-operative and all Directors' Meetings and keep or cause to be kept correct minutes of same;
  - ii) Have charge of the seal, if any, of the Co-operative;
  - iii) Conduct the correspondence of the Co-operative and, subject to the order of the Board, have charge of all non-financial corporate records, books, papers and documents of the Co-operative;
  - iv) Perform such other duties and exercise such other powers as are incidental to the office or as may be required, from time to time, by the Board.
  - v) The Secretary/Treasurer is to be remunerated for their services that the amount of which shall be reviewed by the board of directors as necessary.
- f) The Board may appoint and delegate powers and duties to such Officers, in addition to the President, First Vice-President and Secretary, as it deems necessary to properly conduct the affairs of the Co-operative.
- g) The Board, in its discretion, may remove any Officer of the Co-operative and elect or appoint another individual to fill the unexpired portion of that individual's term.
- h) Subject to clause (g) each Director appointed by the Board as an Officer shall hold office until the conclusion of the next following Annual Meeting or until resigning, whichever first occurs.
- i) The Board may enter into an agreement with a Municipal Body to provide fire prevention and firefighting equipment and services.
- j) The Board shall cause the property of the Co-operative to be properly and adequately insured against loss and that sufficient liability insurance is carried.
- k) **Committees:**
- i) The Board may establish any committee it determines necessary for the execution of the Fire Departments responsibilities. The committee may consist of directors, firefighters, members and volunteers. The committee must have a director as committee chair whom reports the committee's recommendations to the full Board of Directors at the next regular meeting of the Board, or sooner if necessary. The recommendation shall be passed by receiving majority vote of the full board as warranted. The Board shall determine the roles and responsibilities for any such committee. The board may dissolve any committee by resolution at any time.
- l) **Executive Committee:**
- i) Consist of President, Vice- President, Secretary/Treasurer, and two Directors.
  - ii) The Executive Committee makes "justifiable emergency decisions" in between regular Board of Directors meetings. All decisions are to be reported to the full Board of Directors at the next regular meeting, or sooner if necessary, and recorded in the minutes.
  - iii) Notice of Executive meetings are to be given preferably by telephone and scheduled as soon as all members are able to attend. Meetings should be held in physical person if able, but if not conference calls/emails may be used, but must be documented, presented and attached to regular Board of Directors minutes.
  - iv) All Executive Committee Members must be in agreement for a decision to be made, if not then a special meeting of the Board of Directors is to be held with a majority vote.
  - v) Executive Committee Members are removed when their term of office is expired or resigning, which ever may come first.

## **The Fire Chief**

6.09 Following the direction of the Board of Directors, the Fire Chief has the authority for managing the operations of Buckland Fire & Rescue and has command at emergency situations unless otherwise delegated. The Fire Chief is also responsible for ensuring that emergency equipment is inspected on a regular basis and is in good working order.

### **a) Terms and Conditions of Fire Chief**

- i) The term for the Fire Chief will be for a period of three (3) years, ending on December 31 of the expiry year. Three months prior to the expiration of the term, the board shall post the position of the Fire Chief for a new (3) year term.  
There shall be no limit on the number of terms an individual may serve.
- ii) The Board of Directors shall review and appraise the position of the Fire Chief annually. This review shall be in accordance with the procedures established by the Board of Directors. The Fire Chief will have a minimum of two weeks' notice prior to the review.
- iii) Should the office of Fire Chief become vacant during a term, the Board of Directors shall appoint an interim chief to fill the vacancy. Following the appointment of an interim Fire Chief, the Board of Directors shall immediately post the position of Fire Chief, in accordance to the conditions in a) i).
- iv) The Fire Chief and President shall sign an Agreement clearly identifying the term of office and duties expected of them.
- v) The Board in its discretion, at any time may remove the Fire Chief of the Co-operative, with just cause and elect or appoint another individual to fill the unexpired portion of that individual's term.
- vi) In the event the Fire Chief intends to resign from the position during the term of this Agreement, the Fire Chief shall give the Board of Directors (2) weeks written notice in advance, unless both parties agree otherwise.
- vii) The Fire Chief is to be remunerated for their services that the amount of which shall be reviewed by the Board of Directors as necessary.
- viii) The expected duties of the Fire Chief are set out in the attached "Roles and Responsibilities of the Buckland Fire Chief" and are reviewed by the Board of Directors.

## **VII. ENACTMENT, AMENDMENT AND REPEAL OF BY-LAWS**

7.01 The members may, at any annual or special meeting called for the purpose, enact, amend, repeal or replace any By-laws where written notice of the proposed enactment, amendment, repeal or replacement is:

- i) Sent to the members with the notice of the meeting at which the enactment, amendment, repeal or replacement is to be considered, by a simple majority or the votes cast at the meeting:  
OR:
- ii) Not forwarded to each member with the notice described in clause (a), by a unanimous vote of the votes cast at the meeting.

## **VIII. DISSOLUTION**

### **Statement of Dissolution**

8.01 Upon the dissolution of the Co-operative, the distribution of the property shall be in accordance with the Resolution to Dissolve.