

RURAL MUNICIPALITY OF ORKNEY NO 244

BYLAW 1-2021

A BYLAW TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF
EBENEZER FOR FIRE PROTECTION SERVICES

The Council of the Rural Municipality of Orkney No. 244, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Orkney No. 244 is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw, identified as "Exhibit A" with the Village of Ebenezer respecting fire suppression and rescue services.
2. The Reeve and the Administrator are hereby authorized and directed to sign and execute the attached addendum agreement identified as "Exhibit A"
3. Bylaw No. 2-2019 is hereby repealed.



Reeve



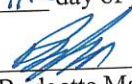
Administrator



Read a third time and adopted
This 11th day of February, 2021



Certified a true copy of Bylaw No. 1-2021 adopted by the
Council of the Council of the R.M. of Orkney No. 244 on the
11th day of February, 2021.



Bridgette MacDonald - Administrator

Exhibit "A"
MEMORANDUM OF AGREEMENT MADE IN DUPLICATE

THIS _____ DAY OF _____, 2021

Re: Fire Protection Services

Between:

THE VILLAGE OF EBENEZER, a municipal corporation of and in the Province of Saskatchewan, herein referred to as **The Village**

-AND-

THE RURAL MUNICIPALITY OF ORKNEY NO. 244, a municipal corporation of and in the Province of Saskatchewan, herein referred to as **The Rural Municipality**.

The Village and the Rural Municipality agree as follows:

WHEREAS, the Village maintains a Fire Department for fire protection within its boundaries; and

WHEREAS, the parties to this agreement wish to arrange for the Village Fire Department to provide fire suppression services to the residents of the Rural Municipality under the terms and conditions hereafter specified:

NOW THEREFORE, in consideration of the promises, conditions and provisions hereinafter contained and set forth, the parties to this agreement agree as follows:

DEFINITIONS

1. In this agreement

- a) "Parties" means the Village of Ebenezer and the Rural Municipality of Orkney No. 244;
- b) "Fire Chief" means the Fire Chief of the Village as appointed by the Council or the firefighter acting on his/her behalf.

OPERATIONAL

- 2. Subject to the availability of fire fighting personnel and equipment, the Village will provide fire suppression services to the residents of the Rural Municipality on a fee-for-service basis, as hereinafter indicated, but nothing in this agreement shall require the Village to respond to a call for firefighting.
- 3. The Village shall be responsible for the cost of operating the fire department and housing all firefighting equipment.
- 4. The Village shall be responsible for administering the provisions of this agreement.

.../2

R.T.

PM.

Exhibit "A"
MEMORANDUM OF AGREEMENT
Re: Fire Protection Services

5. It is agreed by the parties hereto, that as further consideration of the Village agreeing to provide fire suppression services to the residents of the Rural Municipality, the Rural Municipality shall, on or before September 30th of each year during the term of this agreement, pay an annual levy of \$8,000 to the Village of Ebenezer.
6. The Fire Chief shall have the sole discretion to determine what assistance can be given and what personnel and equipment can be made available, and shall have the right not to respond or to withdraw such assistance when, and to the extent that, in his judgement, circumstances and his responsibilities require him to do so. The Senior Fire Officer of the Village shall also have sole discretion to determine whether to call on another fire department for assistance.
7. At the scene of the fire, the Fire Department of the Village shall remain under the direction of the Fire Chief.
8. For the purpose of this agreement, the period of assistance shall be deemed to commence after the departure of the firefighting unit(s) directly to the fire and ending after the return of the firefighting unit(s) directly from the location of the fire.

FEES, BILLING AND COSTS OF OPERATION

9. It is agreed that the person(s) or organization who receive firefighting services shall be responsible for payment of the fees as outlined in this agreement, and that the Rural Municipality guarantees payment. The Village agrees to provide the Rural Municipality with a copy of the invoice including a detailed breakdown of the charges and other pertinent information including the location and nature of the fire within thirty (30) days of the fire occurring. If, after sixty (60) days, payment for services rendered has not been received, the Rural Municipality will be billed for immediate payment.
10. The fees for firefighting services shall be as follows:
- a) the sum of \$953.00 per hour for firefighting equipment;
 - b) \$500.00 per hour for the rescue unit;
 - c) \$25.00 per hour for each firefighter;
 - d) the cost of extinguishment supplies plus
 - e) the cost of any additional equipment required to help with the firefighting.
11. In the event that another fire department with which the Village has a mutual aid agreement is called to assist, the rates for their services shall be \$953.00 per hour for equipment and \$25.00 per hour for each firefighter.

R.T.

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Exhibit "A"
MEMORANDUM OF AGREEMENT
Re: Fire Protection Services

12. The fees for firefighting services may be reviewed annually.

13. The Village shall take all necessary and sufficient precautions to prevent and avoid accidents to workmen or other persons, or damage to property. In the event of injury being suffered by any workmen or other person(s) or any damage to property, the Rural Municipality shall and will indemnify and save harmless the Village from any and all actions, claims, or demands resulting from such injury or damage received or sustained by any person(s) or property as a consequence of the rendering of firefighting services by the Village under this written agreement. The Rural Municipality shall maintain a minimum of two million (\$2,000,000) dollar liability coverage for this purpose.

14. It is agreed that either party to this agreement may withdraw from this agreement by giving the other party one year written notice of their intention to withdraw.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE CAUSED THEIR RESPECTIVE CORPORATE SEALS TO BE AFFIXED HERETO, AS ATTESTED TO BY THE SIGNATURES OF ITS PROPER OFFICERS.

The Rural Municipality of Orkney No. 244



Reeve



Administrator



The Village of Ebenezer

(Seal)

Mayor: Braden Ferris

Administrator: Joyce Palagian

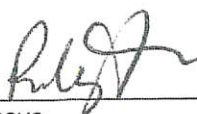
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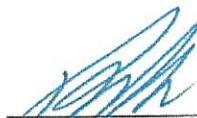
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The Rural Municipality of Orkney No. 244



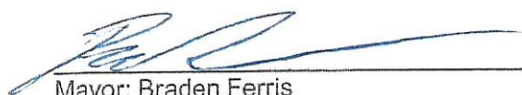
Reeve




Administrator



The Village of Ebenezer



Mayor: Braden Ferris



Administrator: Joyce Palagian

