

RURAL MUNICIPALITY OF ORKNEY No. 244

BYLAW No. 5/2024

A BYLAW TO ENTER INTO AN AGREEMENT WITH THE TOWN OF SPRINGSIDE FOR FIRE PREVENTION, PROTECTION AND EMERGENCY SERVICES

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

1. Authorization for Agreement

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 Town of Springside respecting Fire Prevention, Protection and Emergency.

2. Authorization to Sign

The Reeve and the Administrator are hereby authorized and directed to sign and execute the attached addendum agreement identified as "Exhibit A"

3. Repealing of Bylaw

Bylaw No. 1/2023 is hereby repealed.

4. Coming Into Force

This Bylaw shall come into force and take effect May 1, 2024.





Reeve – Randy Trost



Administrator – Bridgette Rushkewich

Read a third time and adopted

This 11th day of April, 2024



Certified a true copy of Bylaw No. 5/2024 adopted by the Council of the Council of the R.M. of Orkney No. 244 on the 11th day of April, 2024.



Bridgette Rushkewich, Administrator

Exhibit A

MUNICIPAL FIRE PROTECTION AGREEMENT dated this 11th day of April,
2024.

BETWEEN:

THE TOWN OF SPRINGSIDE,
in the province of SASKATCHEWAN,
a Municipal Corporation, hereinafter referred to as the Town
And

THE RURAL MUNICIPALITY OF ORKNEY NO. 244,
in the province of SASKATCHEWAN,
a Municipal Corporation, hereinafter referred to as the Rural Municipality
(as the case may be)

WHEREAS, the Town maintains a fire department for fire protection within its boundaries,

And Whereas, the parties to this agreement wish to arrange for the Town Fire Department to provide fire suppression and rescue services to the Rural Municipality;

NOW THEREFORE, in consideration of the conditions, mutual covenants, and provisions herein after contained and set forth, the Parties to this agreement agree as follows:

1. Definitions and Schedules

1.1 In this Agreement,

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

1.2 The following schedules are attached hereto and form part of this Agreement:

- a) Schedule A – Fire and Rescue Service Area
- b) Schedule B – Annual Contribution and Fire Department Fees

2. Operational

2.2 Subject to the availability of firefighting personnel and equipment, the Town will provide fire suppression services to the Rural Municipality on a fee-for-service basis, as hereinafter indicated, but nothing in this agreement shall require the Town to respond to a call for firefighting.

2.3 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 judgment, circumstances and his responsibilities require him to do so. At the scene of the fire, the Fire Department of the Town shall remain under the direction of its Fire Chief.

2.4 The Town shall be responsible for the cost of operating the fire department and adequately housing all firefighting equipment.

3. Administration

3.1 The Town shall be responsible for administering the provisions of this agreement.

4. Annual Contributions

4.1 It is agreed by the parties hereto that as further consideration of the Town agreeing to provide suppression to the Rural Municipality, the Rural Municipality will pay to the Town a yearly grant of the amount defined in Schedule B. The grant shall be paid by each Rural Municipality to the Town on or before May 15th in each year during the term of this agreement with an invoice from the Town to be received by the R.M. prior to March 30 each year.

5. Fees, Billing and Costs of Operation

5.1 Fire suppression services shall be rendered on a custom work basis to the Rural Municipality. The cost of fire suppression services shall be billed by the Town to the Rural Municipality. If the bill remains unpaid after sixty (60) days or by December 31st in the year in which the fire occurred, whichever comes first, the Rural Municipality shall add the costs as outstanding taxes. The fees to be charged shall be indicated on Schedule B.

5.2 For the purpose of this agreement, the period of assistance shall be deemed to commence after the departure of the fire fighting unit directly to the fire and ending after the return of the firefighting unit(s) there from, taking into account any cleanup and/or setup/takedown time required.

5.3 The Town agrees to provide the Rural Municipality having a fire call with a copy of the billing, a detailed breakdown of the charges and other pertinent information including the location, nature and origin of the fire within 30 days of the call occurring.

6. Actions and Liabilities

6.1 The Town shall take all necessary and sufficient precautions and steps to prevent and avoid accidents or injuries to firefighters and shall institute proven methods and practices to minimize damage to property. The Rural Municipality shall and will indemnify and save harmless the Town from any and all actions, causes of actions, claims, demands, and any injuries or damages received or sustained by any person, persons, or property as a result of fire suppression or rescue services being provided by the Town or its firefighters unless such actions are the result of gross negligence by the Town or its firefighters in providing fire suppression or rescue services.

6.2 The Rural Municipality agrees that they will carry a minimum of Two Million Dollars (\$2,000,000.00) liability insurance coverage for the term of this agreement.

7. Term

7.1 This agreement shall come into effect upon signing by the parties and shall remain in force shall remain in force until May 30, 2025.

8. General

8.1 Both Parties agree that any party may withdraw in whole or in part from this agreement by giving the other party six (6) months written notice of their intention to withdraw.

8.2 Any notices shall be sufficiently given if delivered or sent by prepaid registered mail or facsimile and addressed or sent as specified below:

If to the Town of Springside:
Town of Springside
Box 414
Springside, SK. S0A 3V0

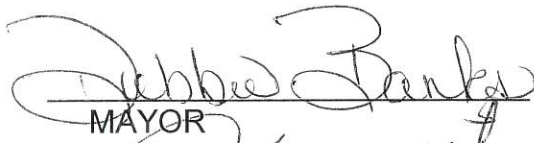

Fax: 306-792-2210

If to the Municipality:
R.M. of Orkney No. 244
137 George Avenue
R.M. of Orkney No. 244, SK. S3N 4K1

Fax: 306-782-5177

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto attested by their proper officers in that behalf. This agreement has been signed and agreed to this 11th day of April, 2024.

TOWN OF SPRINGSIDE


MAYOR

ADMINISTRATOR



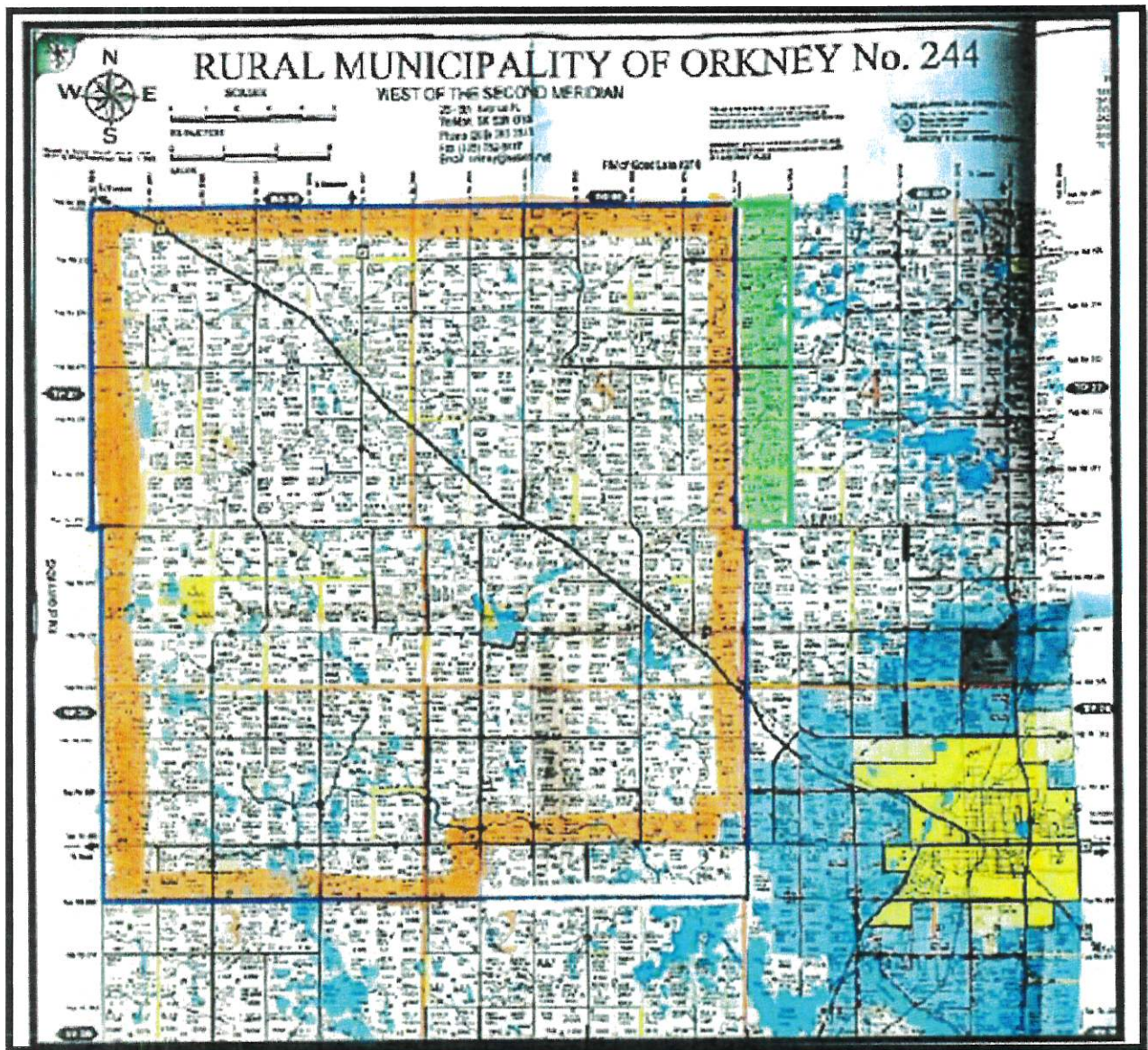
**RURAL MUNICIPALITY OF
ORKNEY NO. 244**


REEVE

ADMINISTRATOR



“Schedule A” to
Exhibit A - MUNICIPAL FIRE AGREEMENT, in Accordance with Section 1.2 a) Fire Service
Area



NOTE:

Area outlined in orange is fire and rescue service area. Area outlined in green is rescue service area only.

"Schedule B" to
Exhibit A – MUNICIPAL FIRE AGREEMENT, in Accordance with Section 1.2 b) Fire
Department Fees

And Sections

4 Annual Contributions

4.1 The annual amount paid by the Rural Municipality to the Town is to be
fourteen thousand and six hundred dollars (\$14,600).

5 Fees, Billing and Costs of Operation

5.1 The sum of \$2,500.00 for the initial call out fee

5.2 After the first hour, the following costs associated with providing manpower to
maintain fire protection for the Town necessitated by the providing of firefighting
services to the Rural Municipality apply:

- a) Rescue 1 - \$600.00/hour
- b) Rescue 2 - \$600.00/hour
- c) Engine 1 - \$600.00/hour
- d) Rescue 2 - \$200.00/hour
- e) Tanker 1 - \$600.00/hour
- f) Firefighter Hourly Rate \$30.00/hour per responding member
- g) Incidental Supplies (ie; firefighting foam)
- h) Any mutual aid fees from other fire departments will be added to the billing.