

RURAL MUNICIPALITY OF WHEATLANDS NO. 163

BYLAW NO. 02-2023

A BYLAW TO ENTER INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF CARON NO. 162 TO FURNISH THE RURAL MUNICIPALITY OF WHEATLANDS NO. 163 WITH FIRE FIGHTING OR EMERGENCY SERVICES

The Council of the Rural Municipality of Wheatlands No. 163 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Wheatlands No. 163 is authorized to enter in an agreement with the Rural Municipality of Caron No. 162 for the furnishing of fire-fighting or emergency services according to the terms and conditions as set out in the agreement marked as Exhibit "A", which is attached to and forms part of this Bylaw.
2. Bylaw No. 1/99 is hereby repealed
3. Bylaw No. 60 is hereby repealed.



Kurtis Hill
Reeve

Molde
Administrator

Read a third time and adopted

this 12th day of July, 2023

Molde
Administrator

"certified true copy of the original"

BYLAW No. 02-2023 adopted
by Resolution of Council for
the Rural Municipality of Wheatlands
No. 163 on this 12th day of
July, 2023

Molde
Administrator.


Rural Municipality of Caron No. 162


Bylaw No. 2/23

A BYLAW OF THE RURAL MUNICIPALITY OF CARON NO. 162 TO ENTER INTO AN AGREEMENT TO FURNISH THE RURAL MUNICIPALITY OF WHEATLANDS NO. 163 WITH FIRE FIGHTING OR EMERGENCY SERVICES

The Council of the Rural Municipality of Caron No. 162 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Caron No. 162 is authorized to enter in an agreement with the Rural Municipality of Wheatlands No. 163 for the furnishing of fire-fighting or emergency services according to the terms and conditions as set out in the agreement marked as Exhibit "A", which is attached to and forms part of this Bylaw.
2. Bylaw No. 7/15 is hereby repealed.


Reeve


Administrator

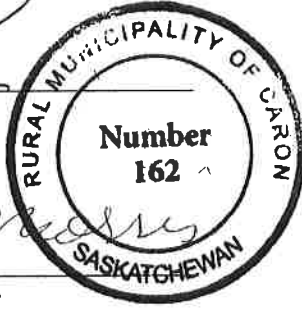


EXHIBIT "A"

THIS AGREEMENT made this day of , 2023.

BETWEEN:

THE RURAL MUNICIPALITY OF WHEATLANDS NO. 163
(“ Wheatlands”)
OF THE FIRST PART

AND:

THE RURAL MUNICIPALITY OF CARON NO. 162
And
THE VILLAGE OF CARONPORT
(“Caron/Caronport”)
OF THE SECOND PART

WHEREAS Wheatlands desires to provide fire-fighting or emergency services for its ratepayers;

AND WHEREAS Caron/Caronport is willing to provide such services;

AND WHEREAS the parties are empowered by *The Municipalities Act*, to enter into an agreement for furnishing fire-fighting or emergency services and the use of fire-fighting or other emergency response equipment or facilities;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Subject to the discretion of the Fire Chief or his designate and the availability of fire-fighting personnel and equipment, Caron/Caronport will respond to any call for assistance to any fire located within the boundaries of the RM of Wheatlands No. 163.
2. Wheatlands agrees to pay Caron/Caronport an annual levy of \$20,000.00 due and payable in two equal installments during the calendar year, due in May and October of each year.
3. In addition to clause 2, Wheatlands agrees to pay to Caron/Caronport for each call for assistance the sum of;

a) \$750 for the first hour or portion thereof (one pumper and crew) and thereafter \$750 per hour.

Caron/Caronport shall provide to Wheatlands a statement of account detailing the time and/or materials or manpower expended relative to each call and payment as provided herein shall be made to Caron/Caronport no later than 30 days after receipt by Wheatlands of the statement of account.

4. The number of hours responding pursuant to clause 3 will be calculated from the time of dispatch to the time the equipment and apparatus dispatched are restored to a sufficient state of readiness to respond to a subsequent alarm.

5. The Caron/Caronport Fire Chief or his/her designate may exercise discretion in determining whether equipment and personnel is available for deployment and may consider, without limiting the generality of the foregoing;

a) fire or threats of fire to which Caron/Caronport has responded or may be obliged to respond;

b) weather conditions, road conditions or other hazards which may unduly jeopardize equipment or the health or safety of fire fighters;

c) the state of readiness of fire-fighting equipment;

d) availability of personnel or equipment;

e) the nature and severity of the fire or other hazards to which the call for assistance relates;

f) any other factor which, in the opinion of the Fire Chief or his/her designate is relevant.

6. The Caron/Caronport Fire Chief or his designate 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 to withdraw such assistance when and to the extent that, in the judgement of the Chief or his/her designate, the circumstances and his/her responsibilities require him/her to do so.


7. Caron/Caronport shall not be liable for any damages or losses whatsoever which may be occasioned by its inability to respond to any alarm or call for assistance under this agreement, or for any delay in responding to such alarms or calls.

8. This agreement shall not apply to motor vehicle accidents located within the said boundaries of Wheatlands, including extrication of persons from motor vehicles.


9. This agreement shall remain in force from the date first above written until April 30, 2026, and it may be terminated at any time by either party giving to the other a written notice naming therein a date at least a year from the giving of such notice, and on the date so named this agreement shall be at an end.

IN WITNESS WHEREOF the Parties have executed these presents as evidenced by the signatures of their respective authorized signing officers in this regard and by their respective seals.


THE RURAL MUNICIPALITY OF WHEATLANDS NO. 163



Reeve




Administrator




The seal is circular with a rope-like border. The outer ring contains the text "RURAL MUNICIPALITY OF WHEATLANDS No. 163" at the top and "SASKATCHEWAN" at the bottom, separated by a small star. The center of the seal features the word "Seal" in a stylized font.


THE RURAL MUNICIPALITY OF CARON NO. 162



Reeve



Administrator



The seal is circular with a rope-like border. The outer ring contains the text "RURAL MUNICIPALITY OF CARON" at the top and "SASKATCHEWAN" at the bottom. The center of the seal features the word "Number" above the number "162".

THE VILLAGE OF CARONPORT



Mayor



Administrator



The seal is circular with a rope-like border. The outer ring contains the text "VILLAGE OF CARONPORT" at the top and "SASKATCHEWAN" at the bottom. The center of the seal features the word "Seal" in a stylized font.

(Reference 2/23)