

Rural Municipality of North Battleford No. 437

BYLAW No. 3-2023

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE FURNISHING OF FIRE FIGHTING SERVICES AND EQUIPMENT

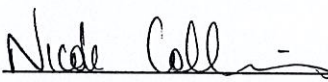
The Council of the Rural Municipality of North Battleford No. 437, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of North Battleford No. 437 is hereby authorized to enter into agreements that are attached hereto and forming part of this bylaw identified as EXHIBIT A with:
 - R.M. of Round Hill No. 467
2. The Reeve and Fire Chief of the Rural Municipality of North Battleford No. 437 are hereby authorized to sign and execute the attached agreement identified as EXHIBIT A



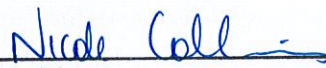


Reeve



Administrator

Certified a true copy of Bylaw No. 3-2023
adopted by resolution of Council on the 9 day of
August 2023.



Administrator



EXHIBIT A

This Agreement made the 14 day of July, 2023.

BETWEEN: R.M. of North Battleford No. 437 Volunteer Fire Department
(Hereinafter referred to as "the Fire Department")

AND: R.M of Round Hill No. 467

WHEREAS: The Fire Department and the R.M. of Round Hill wish to arrange an agreement for Fire Protection Services and agree as follows:

1. The Fire Department does hereby agree to assist with fire protection services within the boundaries of the R.M. of Round Hill subject to limitations and conditions hereinafter set forth.
2. The Fire Department shall provide firefighters for the purpose of providing fire protection services during the terms of this agreement subject to the following provisions:
 - a) The priority of calls of simultaneous fires will be determined by the Fire Chief, or in his absence the senior member in charge.
 - b) The Fire Chief or senior member in charge, have absolute discretion as to the number of firefighters and type of equipment to utilize on calls within the area served by the Fire Department.
 - c) In the case of wildfires the Fire Chief or senior member in charge shall have absolute discretion as to contracting additional equipment and services if needed.
3. The R.M. of Round Hill shall not have nor assert any claim against the Fire Department for loss, damage or injury to persons or property in the performance of this agreement. The Fire Department agrees to indemnify and save harmless the R.M. of Round Hill from and against any claims for personal injury to the Fire Department personnel.
4. It is understood and agreed to the by the R.M. of Round Hill that the fire protection services to be performed by the Fire Department as set out in paragraph 1, shall be subject to the availability of the firefighters and equipment to the department at the time of the fire in the R.M. of Round Hill. The Fire Department accepts no liability for response times due to unforeseen delays.

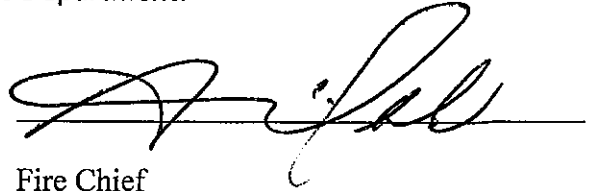
5. The R.M. of Round Hill on receipt of a detailed statement of account agrees to be responsible for and to pay the service charges as per the rates set by the Fire Department. The period of assistance shall commence on receipt of the call for assistance and shall end on the return to service.
6. It is agreed that once the Fire Department arrives at the fire scene that all firefighting operations will be under the direction of its own Fire Chief or senior member in charge. The member in charge of the Fire Department may request assistance from community members or other Fire Departments.
7. The Fire Chief or senior member in charge shall have control over regulating the conduct of persons present for the preservation of property at the fire; and further that they may enter any building with equipment necessary to extinguish the fire or prevent it from spreading.
8. The Fire Chief or senior member in charge, may order the pulling down or demolition of buildings or other structures when deemed necessary to prevent the spread of fire.
9. The laws of the Province of Saskatchewan in the Dominion of Canada shall govern this agreement and the interpretation thereof.
10. It is mutually agreed that the terms and conditions of this agreement shall be binding upon each of the parties, their respective successors and permitted assigns and shall remain in effect until terminated. Either party may terminate the agreement by giving the other party three (3) months written notice.

IN WITNESS WHEREOF the parties have hereto affixed their corporate seals and signed by the authorized officers.

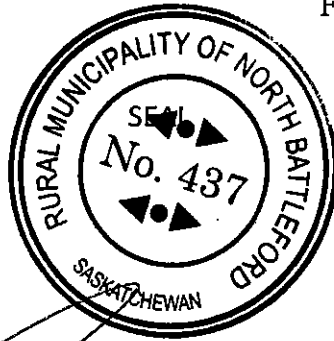
R.M. of North Battleford No. 437 Volunteer Fire Department:



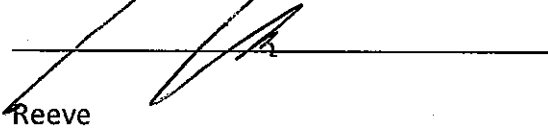
Reeve



Fire Chief



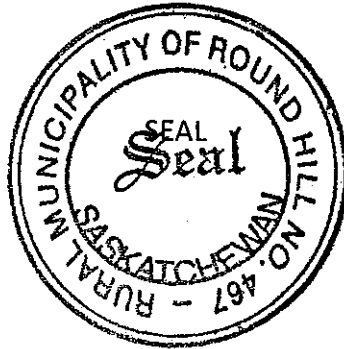
R.M. of Round Hill:



Reeve



Administrator



SCHEDULE A

RATES FOR FIRE SUPPRESSION AND EMERGENCY RESPONSE SERVICES

Base Rate	\$500.00/call
E371R – Engine 1	\$500.00/hour
E372R – Engine 2	\$500.00/hour
C371R – Command Vehicle	\$250.00/call
R371R – Rescue Vehicle	\$250.00/hour
T371R – Tender 1	\$500.00/hour
T372R – Tender 2	\$500.00/hour
U371R – Utility 1	\$250.00/hour
U372R – Utility 2	\$250.00/hour
U373R – Utility 3	\$250.00/hour
W371R – Wildland Unit	\$250.00/hour
Fire Chief	\$30.00/hour
Firefighters	\$25.00/firefighter/hour
Foam	\$200.00/pail prorated
False Alarms	\$250.00 first; \$500.00 second; Actual Cost Incurred thereafter
Outside Services Contracted	Actual Cost Incurred
Billings for Ratepayers:	
Residential Assessment	\$3,000.00 maximum*/call
Agricultural Assessment	\$3,000.00 maximum*/call
Commercial/Industrial Assessment	\$10,000.00/maximum*/call
Elevator Assessment	Actual Cost Incurred
Railway/Pipeline Assessment	Actual Cost Incurred

*Not including mutual aid received