

# **BYLAW 1-2004**

## **RM OF DUFFERIN 190**

**A Bylaw of the Rural Municipality of Dufferin No. 190 to provide for entering into an agreement respecting the provisions of Fire fighting services pursuant to Section 254 and 214.2(2) of the Rural Municipalities Act 1989**

**The Council of the Rural Municipality of Dufferin No. 190 in the Province of Saskatchewan enacts as follows:**

- 1. This Bylaw shall be known as the Findlater Fire Agreement Bylaw.**
- 2. The R.M. of Dufferin No. 190 is hereby authorized to enter into an agreement with the Councils of the Village of Bethune, and Findlater, the terms of which are attached as Schedule A**
- 3. The Council has reviewed the contents of the Agreement and consents to its terms.**



  
**Reeve**

  
**Administrator**

**Certified a true copy of Bylaw No. 1-2004  
Adopted by Council of the R.M. of Dufferin No. 190  
this 7<sup>th</sup> Day of January, 2004.**

  
**ADMINISTRATOR**

# Schedule A

## MEMORANDUM OF AGREEMENT

This agreement made this 7 day of January, 2004 between

(i) The Rural Municipality of Dufferin No. 190 and the Village of Bethune

And

(ii) The Village of Findlater

Whereas the R.M. of Dufferin No. 190 and the Village of Bethune own together a fire department for the provision of fire-fighting service within their respective boundaries, hereafter known as the Bethune & District Fire Department;

And whereas the Village of Findlater wants to allow the Bethune & District Fire Department to come to its aid in the event of a fire burning within its boundaries;

Now therefore, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. That, subject to the availability of fire-fighting personnel and equipment, the Bethune & District Fire Department may, if requested by the Village of Findlater, provide fire fighting services.
2. The fees to be charged to the Village of Findlater shall be \$500.00 per call.
3. Fire-fighting services shall be rendered on a custom work basis, with accounts being rendered within thirty (30) days of the service being provided and with accounts being payable within thirty (30) days of the same being rendered.
4. The Village of Findlater agrees to indemnify and hold harmless the municipality providing the service, as well as its officials, employees, servants, agents or volunteers, from and against all claims which may be brought by any person, fire or corporation for any injury, death or loss suffered or alleged to be occasioned by the negligence of the municipality providing the service, its officials, employees, servants, agents or volunteers, or otherwise.
5. Notwithstanding the foregoing, the preceding clause shall have no application to claims for injury, death or loss occasioned by the gross negligence or intentional acts of the municipality providing the service, its officials, employees, servants, agents or volunteers.

6. This agreement shall continue until such time as it is terminated by either party. In order to terminate the agreement a party must provide the other written notice of the same.

In witness whereof the parties hereto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first above written.



RURAL MUNICIPALITY OF DUFFERIN NO. 190

Per: Donald J. Donald

Per: [Signature]



VILLAGE OF BETHUNE

Per: [Signature]

Per: [Signature]

VILLAGE OF FINDLATER

Per: [Signature]

Per: [Signature]

SEAL