

Rural Municipality of Loreburn No. 254


Bylaw No. 03-2011

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT
WITH THE VILLAGE OF ELBOW
RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES**

The council of the Rural Municipality of Loreburn No. 254, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Loreburn No. 254 is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Schedule 1, with the Village of Elbow for the purpose of providing and/or receiving fire protection services.
2. The Reeve and Administrator of the Rural Municipality of Loreburn No. 254 are hereby authorized to sign and execute the attached agreement identified as Schedule 1.
3. Bylaw No. 01/2001 shall be repealed.




REEVE


ADMINISTRATOR

Certified to be a true copy of
Bylaw No. 03/2011 adopted by the
Rural Municipality of Loreburn No. 254
On the 6th day of April, 2011


Administrator



Schedule 1 of Bylaw No. 03-2011

Memorandum of Agreement made this 6 day of April, 2011.

Between: the Rural Municipality of Loreburn No. 254
(hereinafter referred to as the 'Rural Municipality')
and
the Village of Elbow
(hereinafter referred to as the 'Village')

This agreement witnesses as follows:

WHEREAS with the implementation of the 9-1-1 system it is desirable to have an agreement with local fire departments to provide fire protection services to every area in Saskatchewan.


WHEREAS the Village has agreed to provide fire protection service for a fee, within an area surrounding the Village of Elbow, whose boundaries have been agreed to with neighbouring fire departments.

WHEREAS the Rural Municipality has the option of putting a charge for service on the taxes of land owners within the Rural Municipality on December 31st of each year.

THEREFORE

1. The Village agrees to provide fire protection services within the area designated on the attached appendix 'A' in the Rural Municipality, and that all residents and property within this designated area are protected under this agreement.
2. The parties to this agreement further agree to the following terms and conditions:
 - a) The Village will provide training for its fire department members.
 - b) The Village will provide for storage and maintenance of its equipment.
 - c) The Village Fire Chief or his designate is responsible for prioritizing fire calls.
 - d) The Village will charge the land owner a \$750.00 call out fee plus \$120.00 for the first hour and \$100.00 per hour or part thereof for fire calls outside the Village of Elbow corporate limits.
 - e) The Village will be responsible for providing insurance on its fire fighting equipment.
 - f) The Rural Municipality will make an annual grant of \$800 to the Village for maintenance and purchase of fire fighting equipment.
 - g) The Rural Municipality will enforce the collection of any fire call charges that have been incurred by the Village within the Rural Municipality and are still outstanding at the end of the year, by adding them on December 31st of that year to the tax roll. Upon collection, the charges plus interest accrued will be forwarded to the Village in payment for the service.

3. It is understood and agreed that his agreement shall commence on January 1, 2011 and be continuous. This agreement may be terminated by either party to the agreement giving thirty days notice in writing.



Mayor, Village of Elbow



Administrator, Village of Elbow



Reeve, R.M. of Loreburn



Administrator, R.M. of Loreburn

