

BYLAW NO. 2024-07

Rural Municipality of Rocanville No. 151

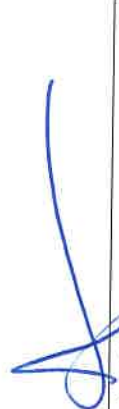
**A BYLAW OF THE RURAL MUNICIPALITY OF ROCANVILLE NO.151 TO
PROVIDE FOR THE ENTERING INTO AN AGREEMENT WITH THE VILLAGE
OF TANTALLON RESPECTING THE PROVISION OF FIRE PROTECTION
SERVICES.**

The Council of the Rural Municipality of Rocanville No. 151 in the Province of Saskatchewan enacts as follows:

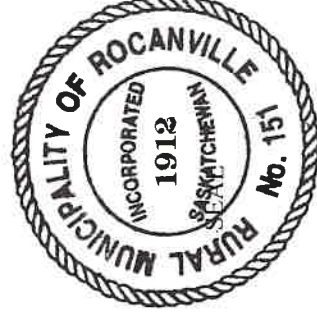
1. The Rural Municipality of Rocanville No.151 is hereby authorized to enter into an agreement attached hereto and forming part of this bylaw, and identified as Exhibit "A", with the Village of Tantallon for the purpose of providing Fire Protection Service.
2. The Reeve and Administrator of the Rural Municipality of Rocanville No.151 are hereby authorized to sign and execute the attached Agreement identified as Exhibit "A".
3. That this bylaw shall come into force and take effect on the 12th day of September, 2024 and shall remain in effect for that period of time as established in the agreement hereto.
4. Exhibit "A" be updated and form part of this bylaw, 07-2024, and remain as the agreement date of 08 October, 2020.
5. That Bylaw 5-2020 be hereby repealed.




Reeve


Administrator

Read a Third Time and Adopted
This 12th day of September, 2024.



A Certified Copy of Bylaw 2024-07


Administrator

This is Exhibit "A" referred to in Bylaw No. ⁵3-2020
MEMORANDUM OF AGREEMENT MADE THIS 8TH DAY OF October
2020.

Between: The Village of Tantallon, in the Province of Saskatchewan.,

and

The Rural Municipality of Rocanville No. 151, and the Town of
Rocanville, in the Province of Saskatchewan,

This Indenture Witnessed as follows:

1. That the Rocanville Fire Brigade, agrees to provide fire protection services for the Village of Tantallon.
2. That the Rural Municipality of Rocanville No.151 will charge the Village of Tantallon, a fee for service, for each fire attended by the Rocanville Fire Department for the fire coverage. The Fee shall be four hundred (\$400.00) dollars for the first hour, plus two hundred and fifty (\$250.00) dollars for each hour thereafter.
3. The Rocanville Fire Brigade shall have precedence over calls received from the 911 System for the Village of Tantallon, in the Rural Municipality of Spy Hill No.152.
4. Notwithstanding anything to the contrary in this agreement, the Rocanville Fire Brigade, or it's Municipal Government creators shall under no circumstances be liable for any damages or injury for failing to respond to any call or for delay in responding to any call or as a result of the failure of the equipment to attend to the incident scene if the circumstances are beyond our control. Each party agrees to remise and release the other party in respect of damage to or loss of property and in respect of personal injury (including death) occurring in the course of requesting or providing assistance under this agreement, and each expressly waives any right or cause of action in respect of such loss or injury as against the other party, whomsoever arising.
5. Other than for breach of the written agreement, no action or other proceeding lies or shall be instituted against the Rocanville Fire Brigade or it's municipal government creator or a person assisting in firefighting for any loss or damage suffered by reason of anything in good faith done, caused, permitted or authorized to be done, attempted to be done or admitted to be done, by any of them, in the course of firefighting under the within agreement.
6. The Rocanville Fire Chief or Deputy Fire Chief shall have absolute discretion as to the number of men and type of equipment to be utilized on calls within the Village of Tantallon limits.
7. The parties to this agreement agree that the sponsoring government agencies and the Rocanville Fire Brigade will provide fire protection services within the boundaries of the fire coverage territorial limits, for a retainer fee of Five Hundred (\$500.00) Dollars to the Rural Municipality of Rocanville No.151.
8. It is understood and agreed that this agreement shall be continuous but the agreement may be terminated by either party to the agreement, giving 90 days' notice in writing.


CWC



VILLAGE OF TANTALLON

[Signature]
Mayor

Susan Hargrave
Administrator



RURAL MUNICIPALITY OF ROCANVILLE
NO. 151

[Signature]
Reeve

Anderson
Administrator



TOWN OF ROCANVILLE,

Darryl Ingas
Mayor

[Signature]
Administrator