

Village of Marengo

Bylaw 3 - 2002

A Bylaw of the Village of Marengo authorizing the entering into an agreement with the Town of Kindersley regarding fire protection.

The Village of Marengo, in the Province of Saskatchewan enacts as follows:

- 1. An agreement with the Town of Kindersley, setting out terms for fire protection and fees which is attached to and forms part of this bylaw, is authorized.**

M. Reichert
Mayor

Smoke for Bev Dahl
Administrator



This is a certified true copy
of Bylaw ~~3.2002~~ adopted
by council on ~~Dec 11, 2002~~

Smoke
Shelley Mohr - Administrator



Fire Services Agreement



Town of Kindersley
Fire Department

MEMORANDUM OF AGREEMENT

BETWEEN:

The Town of Kindersley, Saskatchewan,
a Municipal Corporation,
hereinafter referred to as

The Town

- and -

The Village of Marengo,
a Municipal Corporation,
hereinafter referred to as

The Municipality

WHEREAS the Town maintains a Volunteer Fire Department in concurrence with the Saskatchewan Fire Prevention Act for fire protection within its boundaries; and

WHEREAS the Municipality wishes to arrange for the Town Fire Department to provide fire prevention, protection and emergency services within its boundaries.

NOW THEREFORE, in consideration of the other premises, conditions, covenants and provisions hereinafter contained and set forth, the parties agree as follows:

DEFINITIONS

1. "Senior Fire Officer" means specifically the Fire Chief of the Town and that, in their absence, this may be the Deputy Chief or any other person designated the responsibilities of discharging the duties of the Fire Chief.
2. "Fire Department Services" means services provided by the Kindersley Fire Department to the Town including fire suppression, vehicle extrication services and / or any emergency, real or perceived to be real.
3. "Fire Service Area" shall mean the entire geographical area of the Municipality excluding all right-of-way of "Provincial Highways" as defined in The Highways & Transportation Act, 1997, unless otherwise indicated in a Schedule to this Agreement.
4. "Alarm" means any call to the Kindersley Fire Department in connection with any emergency or request for Fire Department Services.


TERMS

5. That subject to availability of fire fighters and equipment, the Town will provide Fire Department Services within the Fire Service Area, on a fee-for-service basis, as is herein indicated. Emergency calls within the Town of Kindersley or the Kindersley Rural Fire Association shall have priority over all calls received. The Senior Fire Officer shall have discretion as to the number of firefighters and type of equipment to be utilized and shall have the right to withdraw such assistance when and to the extent that, in judgement, the circumstances are under control, they are specifically requested to do so by the property owner signing a form marked Schedule "A", hereto attached, or other responsibilities require them to do so.
- 6.i. The Municipality acknowledges that the Town has a primary obligation to provide Fire Department Services within the boundaries of the Town and the Kindersley Rural Fire Association, and that the provision of aid to the requesting Municipality may not be advisable, on a call by call basis, having regard to such factors as the state of available resources, the nature of the incident giving rise to the request for aid, the traveling distance involved, and the existence or apprehension of emergencies or potential emergencies within the Town's primary boundaries. Accordingly, the Senior Fire Officer that receives a request to assist another Municipality shall have the sole and unfettered discretion to decline to authorize Fire Department Services to the requesting Municipality and may exercise such discretion without stating reasons. Further, the Town may divert personnel and equipment to another scene notwithstanding a response in aid of the requesting municipality or may withdraw from a scene if in the sole discretion of the Senior Fire Officer another alarm, emergency or location should be afforded a higher priority, and may exercise such discretion without stating reasons.
- 6.ii. Notwithstanding anything to the contrary in this Agreement, the Town 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.
7. In consideration of this Agreement and of Fire Department Services provided hereunder the Municipality convenants and agrees to pay to the Town:
 - i) an annual fee, calculated in accordance with Schedule "B" to this Agreement, on or before April 1 of each year during the currency of this Agreement. Payment not made prior to April 1 of the current fiscal year will render this Agreement null and void.
 - ii) for each alarm to which the Kindersley Fire Department respond, a further sum calculated in accordance with Fire Department Services fees set in Schedule "B" to this Agreement.
 - iii) It is acknowledged that the annual fee and Fire Department Services fees are reviewable from time to time by the respective parties. Fees may be amended, by bylaw, on or before April 1, for the ensuing year, for so long as this Agreement remains in force.
8. If the Municipality requests the Town to be their agent, the Town hereby agrees to invoice the Municipality, at the established fees for the Fire Department Services, and the Municipality shall pay the invoiced amount within thirty (30) days of receipt of such invoice. Payments not made within ninety (90) days will render this Agreement null and void.

9. The Municipality, by entering into this Agreement, shall adopt and recognize the Town's Senior Fire Officer as their Senior Fire Officer.
10. This Agreement shall be continuous but may be terminated by either party giving the other notice in writing not less than one year prior to December 31 of any year of this Agreement.
11. The Town shall take all reasonable precautions to prevent unnecessary damage to property and to avoid accidents to workers or other persons. In the event of injury to workers or other third parties or the unnecessary damage of third parties' property, the Municipality shall indemnify and save harmless the Town from any and all actions, causes of actions, claims, demands and remedies received or sustained by any third party or to the property of any third party resulting from the rendering of Fire Department Services by the Town under this Agreement and the Municipality shall provide to the Town annually a Certificate of Insurance specifying a minimum liability coverage limit of Five Million (\$5,000,000.00) Dollars.


IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto attested by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED)
 on behalf of the Town of Kindersley)
 this 14TH day of JANUARY, 2002)
 in the presence of)
Nancy Dixie)
 Witness

THE TOWN OF KINDERSLEY

 MAYOR
R. X. Hanta
 ADMINISTRATOR

SIGNED, SEALED AND DELIVERED)
 on behalf of the VILLAGE of MARENGO)
 this 11 day of DEC, 2002)
 in the presence of)
Barbara Purcell)
 Witness



THE VILLAGE OF MARENGO

 MAYOR/REEVE
B. Dahl
 ADMINISTRATOR

SCHEDULE "A"

WITHDRAWAL OR REFUSAL OF EMERGENCY FIRE SERVICES

This is to certify that, _____, of
(print name of landowner or tenant)

_____, am hereby refusing to
(complete postal address)

accept _____, or am releasing _____ the services of the Kindersley Fire Department on behalf of _____ against the advise of the attending senior officer in charge. I acknowledge that I have been informed of the risk(s) involved and hereby release the above mentioned Fire Department and its personnel from any and all claims in connection with this refusal _____ or release _____.

Time: _____ Signed this _____ day of _____, _____.

Signature of owner, tenant / person authorized to for
either person)

Read over and explained to the above signatory who acknowledges that he / she understands the content fully and who signed his / her name in my presence.

Witness

Witness

~~~~~  
The landowner was requested to read and sign the above form and refused.

Time: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, 20 \_\_\_\_\_.  
day month year

**Signature of officer in charge** \_\_\_\_\_

## **SCHEDULE "B"**

The Municipality will pay an annual fee on a per capita basis, equal to one dollar and fifty cents (\$1.50) per capita. Payments not made prior to April 1 of the current fiscal year will render this Agreement null and void.

In addition to the annual fee to be charged by the town, the following charges may be applicable:

### **FIRE DEPARTMENT SERVICES FEES**

- |                              |                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fire Services                | <ul style="list-style-type: none"><li>- \$800.00 per hour or part thereof per fire truck (includes 6 members)</li><li>- \$30.00 per hour for each additional member over the basic 6</li><li>- \$50.00 plus \$0.50 per kilometer per support vehicle</li><li>- extinguishment and disposables (ie: foam, air) as used</li></ul> |
| Vehicle Extrication Services | <ul style="list-style-type: none"><li>- \$500.00 per hour or part thereof plus cost of materials used</li></ul>                                                                                                                                                                                                                 |
| Fire Inspection Service Fees | <ul style="list-style-type: none"><li>- \$40.00 per hour plus administration fee of \$20.00 and applicable mileage; GST extra</li></ul>                                                                                                                                                                                         |