### BYLAW NO. 01/2021

## A BYLAW TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF MARYFIELD TO PROVIDE SERVICES OF A FIRE DEPARTMENT.

The Council of the Rural Municipality of Maryfield No. 91, in the Province of Saskatchewan, enacts as follows:

- 1. The Rural Municipality of Maryfield No. 91 is hereby authorized to enter into an Agreement attached hereto and forming part of this Bylaw, and identified as Schedule A with the Village of Maryfield.
- 2. That this bylaw come into force and take effect on the final passing thereof.
- 3. That Bylaw No. 07/2017 dated July 17, 2017 is hereby repealed.

SPAINTY OF MARKATCHEWAN ISOME

Read a third time and adopted this 8th day of April, 2021.

Chief Administrative Officer

Reeve/Deputy Reeve

Chief Administrative Officer

Certified a true copy of Bylaw No. 01/2021 Adopted by resolution of council on the 8 th day of April 2021.

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Reeve/Deputy Reeve

Chief Administrative Officer

#### **EXHIBIT A**

# Being an Agreement made in duplicate This 8th day of April 2021

#### Between:

# The Rural Municipality of Maryfield No. 91, of the Province of Saskatchewan And

# The Village of Maryfield, of the Province of Saskatchewan

WHEREAS, the parties hereto are desirous in co-operating to carry out a jointly funded service, namely the operation of a Volunteer Fire Department, in which they have a common interest.

## IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- The Village of Maryfield agrees to provide primary fire protection services throughout Townships 9, 10, and 11, Ranges 30 & 31 WPM in the Rural Municipality of Maryfield No. 91.
- 2. The Village of Maryfield agrees to provide secondary fire protection services throughout Township 12, Ranges 30 & 31 WPM in the Rural Municipality of Maryfield No. 91.
- 3. The Village of Maryfield shall pay the utilities of the Volunteer Fire Department throughout the calendar year and shall invoice the Rural Municipality of Maryfield No. 91 monthly for 50% of said costs.
- Capital Expenditures will be equally shared by the Village of Maryfield and the Rural Municipality of Maryfield No. 91 as mutually agreed upon, prior to the expenditure occurring.
- 5. The Village of Maryfield and the Rural Municipality of Maryfield No. 91 shall pay an annual grant to the Maryfield Volunteer Fire Department for day to day operation over and above shared costs referred to in Clause 3 and 4.
- 6. The Maryfield Volunteer Fire Department shall be responsible for the operation and maintenance of the firefighting equipment and for obtaining volunteer manpower.
- The fire equipment shall be for the exclusive use of the Maryfield Volunteer Fire Brigade to
  provide emergency services, as well as training purposes and public relations. The equipment
  shall not be used by others for any purpose.
- 8. The Rural Municipality of Maryfield No. 91 or the Village of Maryfield shall invoice their respective ratepayers fire calls as follows. Upon receipt of the *Fire Report* from the Fire Chief the rate shall be \$1250.00 for the first hour or part therefor and \$800.00 per hour thereafter plus consumables and damages to equipment. There shall be a minimum call out charge of \$500.
- 9. The Rural Municipality of Maryfield No. 91 or the Village of Maryfield shall invoice out all motor vehicle calls at the current rate provided by the insurance provider (SGI, MPI, etc.).
- Revenue from charges for any Fire Department responses shall be returned to the Fire
  Department once collected by either the Rural Municipality of Maryfield No. 91 or the Village of
  Maryfield.
- 11. The Rural Municipality of Maryfield No. 91 shall pay an annual sum of \$3.75 per day to the Village of Maryfield for Maintenance of the fire hall.
- 12. It is understood and agreed that this agreement will be continuous, and shall be reviewed jointly by all parties to the agreement annually. The agreement may be terminated by either party giving thirty (30) days written notice to the other party.



RURAL MUNICIPALITY OF MARYFIELD NO. 91

Tyler Adamson, Deputy Reeve

Daphne Brady, Chief Administrative Officer

VILLAGE OF MARYFIELD

Scott Eklund, Mayor

Christiane Moellmann, Chief Administrative Officer