

Agreement to Bylaw No. 3-2025

Memorandum of Agreement made this _____ day of _____, 202__ A.D.

Between:

The **Village of Loreburn**, a municipal corporation
In the Province of Saskatchewan, (hereinafter referred to as “the Village”)

-and-

The **Rural Municipality of Willner No. 253**, a municipal corporation
in the Province of Saskatchewan, (hereinafter referred to as “the R.M.”)

WHEREAS the Village has established a Fire Department within the Village of Loreburn;

AND WHEREAS the R.M. is desirous to continue to contract with the Village for the provision of Fire Services with respect to fires occurring within a portion of the existing boundaries of the R.M. as described and depicted in Schedule “B” to this agreement (hereinafter referred to as “the Land”);

AND WHEREAS the Village is prepared to continue to provide fire-suppression services for the R.M. on the terms and conditions set forth in this Agreement;

AND WHEREAS under provisions of *The Municipalities Act*, the Village may enter into an agreement with another municipality for the furnishing of fire fighting, fire prevention and emergency services to that other municipality, upon such terms that may be agreed upon, including setting of payment of charges;

NOW, THEREFORE. THIS AGREEMENT WITNESSETH THAT in consideration of the mutual terms, covenants and agreements herein contained, the Village and the R.M agree as follows:

SECTION 1: DEFINITIONS

1.1 In this Agreement, the following terms shall have the definitions set forward below:

- (a) “Alarm” means any call routed to the Village of Loreburn Fire Department with a request for Fire Services.
- (b) “Defensive suppression” means a fire attack from the exterior of a structure focused on the protection of exposures, the confinement of the fire to the fire building and subsequently extinguishing the fire.
- (c) “Emergency” means any situation to which the Village of Loreburn Fire Department would respond to provide fire, and/or rescue to the R.M.
- (d) “Existing agreements” means the contracts as renewed from time to time.
- (e) “Fire Chief” means the person appointed as Fire Chief for The Village of Loreburn or anyone acting or authorized by the Village Mayor or the Fire Chief or his designate in charge at the time of a request for fire-suppression services pursuant to this Agreement.
- (f) “Fire Department” means the equipment, vehicles, and fire fighting personnel of the Village of Loreburn Fire Department normally used in responding to emergency incidents.

(g) "Fire Services" means Firefighters and equipment ready to respond in order to perform fire suppression and/or rescue.

(h) "Jurisdiction of the Village" means the area within corporate boundaries of The Village of Loreburn.

SECTION 2: PROVISION OF SERVICES

2.1 The parties agree that this agreement shall be of force and take effect from the effective date, and shall continue in effect until the expiration of thirty (30) days following notice of termination by the Council of either Party in accordance with the provision of Section 6.

Section 3: FIRE/DISASTER SERVICES MUTUAL AID

3.1 As and from the effective date, the Village Fire Department may request Fire/Disaster Services from a Mutual Aid partner at the sole discretion of the Fire Chief.

3.2 The R.M. acknowledges that the Village's response of equipment, vehicles and personnel of the Village of Loreburn Fire Department, pursuant to this Agreement is subject to the primary obligation of the Village to ensure that fire and rescue services are provided within the jurisdiction of the Village of Loreburn.

3.3 Fire/Disaster Services may be requested either where the Village Fire Department is unable to respond to a call with manpower or equipment adequate, in the opinion of the Fire Chief, to address the emergency. OR Fire/Disaster Services may be requested if, in the opinion of the Fire Chief more help is needed for the emergency situation.

3.4 It shall be within the sole discretion of the Fire Chief to withdraw all or such of the fire fighting equipment, vehicles and fire fighting personnel which may have been dispatched to provide Fire Services pursuant to this Agreement as he deems appropriate in the event of fire or threat of fire within the jurisdiction of the Village.

3.5 The RM acknowledges that the Village's response capabilities is limited to "defensive suppression" capabilities, which will not permit an interior attack of a structure.

3.6 The Village Fire Department may consider, in determining whether response will be made or what level of response will be provided, in the following factors:

- (a) Emergencies within the Village of Loreburn,
- (b) Weather conditions, road condition or other hazards which may jeopardize the safety of personnel or place equipment at risk,
- (c) The availability of manpower and the state of readiness of equipment in the Village
- (d) The suitability of road access to the emergency site, and the nature and location of the reported emergency.

3.7 All Fire Services provided by the Village Fire Department and the response of equipment, vehicles and personnel pursuant to this Agreement shall at all times be under and subject to the exclusive control, direction and general supervision of the Fire Chief.

SECTION 4: FURTHER CONDITIONS OF SERVICE

4.1 All requests for fire-suppression services provided pursuant to this Agreement shall be made to the 9-1-1 Emergency Communications Centre. Neither the Village nor its officials, employees, agents or the Fire Department shall be under any obligation to answer calls made to any other telephone number.

SECTION 5: PAYMENT

5.1 The R.M. shall pay an annual retainer fee, which sum includes the R.M. contribution to equipment replacement costs, as follows:

- (a) EIGHT HUNDRED DOLLARS (\$800.00) payable January 1 each year.
- (b) In addition, the R.M. shall pay the Village for fire suppression, fire suppression attendances and for other services provided fees in the amounts and determined on the basis outlined in Schedule "A".
- (c) Where the Village incurs charges or costs on behalf of the R.M. with regards to Mutual Aid or the Saskatchewan Public Safety Agency or other related charges in connection with fire suppression services, or other services, the R.M. will on demand provide the Village with full reimbursement and indemnification with respect to these charges.
- (d) Following the provision of services the R.M. agrees to make payment of the sums due pursuant to the Agreement within sixty (60) days when invoiced for services rendered by the Village Fire Department.

SECTION 6: TERMINATION

6.1 Any Party to this agreement may withdraw from the Agreement upon thirty (30) days written notice to such effect from the Council of the Terminating Party.

IN WITNESS WHEREOF The Village of Loreburn has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this _____ day of _____, A.D. 2025.

VILLAGE OF LOREBURN

(municipal seal)

MAYOR

ADMINISTRATOR

IN WITNESS WHEREOF The Rural Municipality of Willner No. 253 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this _____ day of _____, A.D.2025.

**THE RURAL MUNICIPALITY OF
WILLNER NO. 253**

(municipal seal)

REEVE

ADMINISTRATOR

SCHEDULE "A"

SERVICE

FEE

Emergency Response Charges

Fire and any other Emergency Response

Fire Call – Request for Response:

\$900.00 (total for first and second hour) plus;
\$200.00/hour (from the third hour on)

Response to burning during Fire Caution

Additional charge of \$650.00 per attendance

False Alarm Calls

False Alarm calls will be charged for as per rates above, unless otherwise decided to be waived by the Fire Chief.

Controlled Burn Calls

Controlled Burns that are not called in to the Controlled Burn Hotline and are responded to by the Fire Department, will be charged for as per rates above.

STARS Calls

STARS calls will be dealt with on a case-by-case basis.

SCHEDULE "B"

Description of boundaries for Fire Services

The Village is responsible for providing Fire Services within the existing boundaries of the R.M., save and except for the southern portion of the R.M., from road/ road (the "Southern Boundary") as outlined in the attached fire services map, which is included in this Schedule.