

**RURAL MUNICIPALITY of EXCEL NO. 71**

**BYLAW NO 10-2018**

**A BYLAW TO ENTER INTO AN AGREEMENT WITH THE ASSINIBOIA  
RURAL FIRE PROTECTION ASSOCIATION INC.**

The Council of the Rural Municipality of Excel No. 71 in the Province of Saskatchewan enacts as follows:

That the following bylaws be repealed as they are no longer valid:

1. The Rural Municipality of Excel No. 71 is hereby authorized to enter into an agreement with The Assiniboia Rural Fire Protection Association Inc. for the purpose of providing fire fighting service.
2. The terms of this agreement are attached hereto and marked Exhibit 'A'.
3. The Reeve and the Administrator of the Rural Municipality of Excel No. 71 are hereby authorized to sign and execute the attached agreement.
4. Bylaw No. 90-8 is hereby repealed.
5. This Bylaw shall come into force and take effect on the date of final passing thereof.



  
Reeve

  
Administrator

Read a first time this 1st day of May, 2018  
Read a second time this 1st day of May, 2018  
Read a third time this 1st day of May, 2018  
Adoption this 1st day of May, 2018

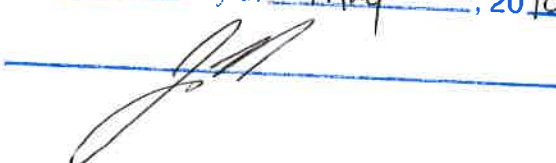
**CERTIFIED A TRUE COPY**  
this 1<sup>st</sup> day of May, 2018  


EXHIBIT 'A' TO BYLAW NO. 10-2018

Memorandum of Agreement made this 1st day of May, 2018

BETWEEN:

ASSINIBOIA RURAL FIRE PROTECTION ASSOCIATION INC.

(hereinafter referred to as 'the Association')

AND:

RURAL MUNICIPALITY OF WILLOW BUNCH NO. 42

RURAL MUNICIPALITY OF EXCEL NO. 71

RURAL MUNICIPALITY OF LAKE OF THE RIVERS NO. 72

RURAL MUNICIPALITY OF STONEHEDGE NO. 73

(hereinafter referred to as 'the Municipalities')

MEMORANDUM OF AGREEMENT

WHEREAS the Association provides fire fighting services to the Rural Municipality of Lake of The Rivers No. 72 and portions of the Rural Municipalities of No.42, 71 and 73 as assigned by the Provincial Emergency Communications Centre (PECC) (911);

AND WHEREAS the parties wish to clarify the relationship of the Association and the residents of the Municipalities;

1. THAT the area of the Municipalities served by the Association as agreed upon by all parties and registered with PECC (911). All individuals residing in the registered area are protected either on a membership basis and/or a fee for service basis.
2. THAT if an attendance is made by the Association at premises of a member or non-member, a fee shall be payable to the Association by the member or non-member at a rate specified by the Association from time to time. Members of the Association are those persons who have applied for membership, have been accepted and remain in good standing as members pursuant to the Articles and Bylaw of the Association. All residents of the area served are not necessarily members.
3. THAT any existing members in good standing of the Association who are outside the designated area full membership privileges so long as they remain members in good standing. The Association is not obligated to accept members from outside the designated area, but at the sole discretion of the Board of Directors of the Association, such persons may be accepted as members.
4. THAT neither the Association, nor any of its members, nor any person assisting the Association of using its equipment shall have any liability to any person for any act done or decision made in good faith with the exception of any claim which

is covered by an insurance policy or policies which the Association or any other party may maintain or be covered by from time to time, including The Workers' Compensation Act.

5. THAT this agreement shall commence on May 1, 2018 and be continuous. The agreement may be terminated by any party to the agreement giving 30 day notice in writing.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals attested to by the hands of their proper signing officers.

R.M. of Lake of The Rivers No. 72



  
Reeve

  
Administrator

R.M. of Excel No. 7



  
Reeve

  
Administrator

R.M. of Willow Bend No. 42



  
Reeve

  
Administrator

R.M. of Stonehenge No. 73



  
Reeve

  
Administrator

IN WITNESS WHEREOF the ASSINIBOIA RURAL FIRE PROTECTION ASSOCIATION INC. has hereunto affixed the hands and seals of its proper officers this 19 day of Sept, 2018.

SIGNED, SEALED AND DELIVERED

In the presence of

  
Witness

  
President

  
Vice-President