

BYLAW 2017-01

A BYLAW OF THE RM OF DUFFERIN #190 TO ENTER INTO AGREEMENT TO PROVIDE FIREFIGHTING SERVICES TO THE RESORT VILLAGE OF NORTH GROVE

WHEREAS the Village of Bethune and RM of Dufferin #190, via Agreement as the Bethune and District Fire Board, jointly own and operate the Bethune and District Fire Department;

WHEREAS Section 42 of the Municipalities Act, 2005, provides that Council may pass a bylaw to enter into an agreement for the provision of firefighting services with other municipalities or Indian Bands and permits for the charging of such services to other municipalities or Indian bands ;

NOW THEREFORE, the Council of RM of Dufferin #190 enacts as follows:

1. This Bylaw shall be known as the Resort Village of North Grove Fire Fighting Agreement Bylaw.
2. The RM of Dufferin #190 is hereby authorized to enter into an agreement with the Council of the Village of Bethune and the Resort Village of North Grove, the terms of which are attached and marked as Schedule "A".
3. This Bylaw and Agreement thereto shall come into effect and take force on July 1, 2017.

Introduced and read a first time the 24th day of May, 2017.

Read a second time this 24th day of May, 2017.

Read a third and final time on the unanimous consent of the Council this 24th day of May, 2017.

Reeve

Administrator

SEAL

Certified a true copy of the original bylaw passed by the unanimous consent of the Council present at their regular meeting held on the 24th day of May 2017.

Administrator

AGREEMENT

This agreement made this 24th day of May, 2017 between

(i) Village of Bethune and Rural Municipality of Dufferin #190

And

(ii) Resort Village of North Grove

Whereas the Village of Bethune and the R.M. of Dufferin #190 own and operate a fire protection service and fire department for the provision of fire-fighting service within their respective boundaries, hereafter known as the Bethune & District Fire Department;

And whereas the Resort Village of North Grove wants to allow the Bethune & District Fire Department to come to its aid in the event of a fire burning within its boundaries;

Now therefore, in consideration of the mutual covenants and undertakings herein contained, the parties agree as follows:

1. That, subject to the availability of firefighting personnel and equipment, the Bethune & District Fire Department may, if requested by the Resort Village of North Grove, provide firefighting services.
2. The Resort Village of North Grove shall make an annual payment to the Village of Bethune in the amount of \$5,000.00 for the provision of the firefighting services. Such payment shall be made by January 15th of the current year.
3. The fees to be charged to the residents of the Resort Village of North Grove shall be based upon the current firefighting charges set by bylaw by the Village of Bethune and RM of Dufferin #190.
4. Fire-fighting services shall be rendered on a custom work basis, with accounts being rendered within thirty (30) days of the service being provided and with accounts being payable within thirty (30) days of the same being rendered.
5. The Resort Village of North Grove agrees to indemnify and hold harmless the municipality providing the service, as well as its officials, employees, servants, agents or volunteers, from and against all claims which may be brought by any person, fire or corporation for any injury, death or loss suffered or alleged to be occasioned by the negligence of the municipality providing the service, its officials, employees, servants, agents or volunteers, or otherwise.

6. Notwithstanding the foregoing, the preceding clause shall have no application to claims for injury, death or loss occasioned by the gross negligence or intentional acts of the municipality providing the service, its officials, employees, servants, agents or volunteers.
7. This agreement shall continue until such time as it is terminated by either party. In order to terminate the agreement a party must provide the other party written notice 90 days in advance of termination date.

In witness whereof the parties hereto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first above written.

RURAL MUNICIPALITY OF DUFFERIN #190

S E A L

Per: _____

Per: _____

VILLAGE OF BETHUNE

S E A L

Per: _____

Per: _____

RESORT VILLAGE OF NORTH GROVE

S E A L

Per: _____

Per: _____