

BYLAW NO 1 - 2021

A BYLAW OF THE DUNDURN RURAL WATER UTILITY TO PROVIDE FOR ENTERING INTO A MEMORANDUM OF AGREEMENT WITH OTHER MUNICIPALITIES FOR THE PROVISION OF MUTUAL AID FOR DAILY WATER SAMPLING

THE Board of the Dundurn Rural Water Utility, in the Province of Saskatchewan enacts as follows:

1. PURPOSE

The purpose of this bylaw is to enable the Utility to enter a memorandum of agreement with neighboring municipalities for the provision of mutual aid for daily water sampling.

2. MUNICIPAL MEMBERS

- a) The Dundurn Rural Water Utility is hereby authorized to create a mutual aid agreement in conjunction with the following municipalities:

Town of Dundurn
Town of Hanley
Resort Village of Shields
Resort Village of Thode

- b) The mutual aid created pursuant to subsection 2 (a) shall be known as the Regional Mutual Aid Agreement for Water Sampling.

3. TERMS OF AGREEMENT

THE terms of the agreement are defined and are identified as Schedule "A" and is attached to and forms part of this bylaw.


Board Chair or Vice-Chair




Administrator

Dundurn Rural Water Utility
SCHEDULE "A"
TO BYLAW NO. 1-2021

This memorandum of agreement is entered into between Dundurn Rural Water Utility, the Town of Dundurn, the Town of Hanley, the Resort Village of Shields and the Resort Village of Thode in the Province of Saskatchewan.

This agreement is entered into under the authority of the Councils of the Town of Hanley, Town of Dundurn, Resort Village of Shields, Resort Village of Thode and the Dundurn Rural Water Utility.

1. Each of the parties owns and maintains equipment for the purpose of water sampling. Each of the parties also retains personnel who are trained to complete any required water sampling. Each party will use their own equipment.
2. In the event of an emergency, each of the parties may need the assistance of the other party to complete daily water sampling.
3. Each of the parties has the necessary equipment and personnel to enable it to provide such service to the other party in the event of such an emergency.
4. The geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid service to the other. Each party will coordinate training in their facilities.

The parties, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the parties, agree as follows:

1. **Request for Assistance.** The Maintenance Supervisor of the water department or the officer in charge is authorized to request assistance from the other party when confronted with an emergency situation at which the requesting party has need for equipment or personnel in excess of that available at the requesting party's water department.
2. **Response to Request.** Upon receipt of such a request, the officer of the party receiving the request shall immediately take the following action:
 - A. Determine if the responding party has personnel available to respond to the requesting party and determine if personnel is available.
 - B. Determine what available equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the parties.
 - C. In the event the needed equipment and personnel are available, to dispatch such equipment and personnel to the designated water plant or pump house.
 - D. In the event the needed equipment and personnel are not available, to immediately advise the requesting party of such fact.
3. **Liability.**
Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel only and to save and hold the other party, its employees, and officials, harmless from all costs, expenses, losses, and damages, including cost of defense, incurred because of any acts or omissions of the party's employees relating to the performance of this agreement.

4. **Insurance.**

Each party agrees to maintain adequate insurance coverage for its own equipment, personnel, and public liability.

5. **Compensation.**

Each party agrees that compensation shall be based on a minimum of one hourly charge or actual time plus mileage

6. **Non-Exclusive Agreement.**

The parties to this agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.

7. **Termination.**

This agreement may be terminated by any party giving to the other party a thirty (30) day notice of termination in writing.

8. **Effective Date:**

This bylaw becomes effective when all member municipalities have passed it by bylaw of council. This agreement may be signed in counterparts and all shall be deemed one original instrument.

IN WITNESS WHEREOF, the Parties hereby have caused their respective corporate seals to be affixed hereto attested thereto by their proper officers in that behalf by:

Dundurn Rural Water Utility on the 24th day of March, 2021.

The Town of Dundurn on the 11th day of May, 2021.

The Town of Hanley on the 12th day of April, 2021.

The Resort Village of Shields on the 21st day of April, 2021.

The Resort Village of Thode on the 22nd day of April, 2021.

Signed and Sealed:



Dundurn Rural Water Utility – Chair



Dundurn Rural Water Utility – Administrator





Resort Village of Shields – Mayor



Resort Village of Shields – Administrator



Resort Village of Thode – Mayor

SEAL

Resort Village of Thode – Administrator

Town of Dundurn – Mayor

SEAL

Town of Dundurn – Administrator

Town of Hanley – Mayor

SEAL

Town of Hanley – Administrator

Signed and Sealed:

[Handwritten Signature]

Dundurn Rural Water Utility – Chair

[Handwritten Signature]

Dundurn Rural Water Utility – Administrator



Resort Village of Shields – Mayor

SEAL

Resort Village of Shields – Administrator

[Handwritten Signature]

Resort Village of Thode – Mayor

Resort Village of Thode – Administrator



Town of Dundurn – Mayor

SEAL

Town of Dundurn – Administrator

Town of Hanley – Mayor

SEAL

Town of Hanley – Administrator

Signed and Sealed:

Dundurn Rural Water Utility – Chair

SEAL

Dundurn Rural Water Utility – Administrator

Resort Village of Shields – Mayor

SEAL

Resort Village of Shields – Administrator

Resort Village of Thode – Mayor

SEAL

Resort Village of Thode – Administrator



Town of Dundurn – Mayor



Town of Dundurn – Administrator



Town of Hanley – Mayor

SEAL

Town of Hanley – Administrator

Signed and Sealed:



Dundurn Rural Water Utility – Chair



Dundurn Rural Water Utility – Administrator



Resort Village of Shields – Mayor

SEAL

Resort Village of Shields – Administrator

Resort Village of Thode – Mayor

SEAL

Resort Village of Thode – Administrator

Town of Dundurn – Mayor

SEAL

Town of Dundurn – Administrator



Town of Hanley – Mayor



Town of Hanley – Administrator

SEAL

