

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2021-09

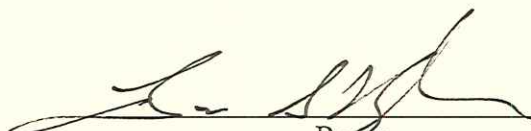
**A BYLAW TO PROVIDE FOR ENTERING INTO A FIRE PROTECTION
SERVICES AGREEMENT WITH THE TOWN OF TURTLEFORD AND THE
RM OF MERVIN NO. 499**

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into A Fire Protection Services Agreement with the Town of Turtleford and the R.M. of Mervin No. 499, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Chief Administrative Officer of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw #2018-14 is hereby repealed.

Read a third time and adopted
this 27th day of October, 2021.




Reeve


Chief Administrative Officer

FIRE PROTECTION SERVICES AGREEMENT

BETWEEN: **TOWN OF TURTLEFORD** and the **RURAL MUNICIPALITY OF MERVIN NO. 499** of Turtleford, Saskatchewan, hereinafter called the **"Fire Association"**

and

RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501 of Paradise Hill, Saskatchewan, hereinafter called the **"R.M. of Frenchman Butte No. 501"**

THIS AGREEMENT witnesses that in consideration of the covenants, terms and conditions hereinafter set out by the aforementioned parties do hereby agree to the following:

A. **DEFINITIONS**

In this Agreement:

- (1) "Property Owner" means any person who is the owner or occupant of property which is deemed to have received the fire fighting protection for their property.
- (2) "Property" means land or improvement.
- (3) "Call-Out" means each separate incident or call received by the Fire Association from 911 dispatch that the Fire Association sends fire responders to the fire or accident scene.

B. **FIRE ASSOCIATION:**

- (1) Fire Association will provide fire protection services, as hereinafter set out, to the R.M. of Frenchman Butte No. 501, as per the attached map.
- (2) When the Fire Association responds to a fire call within the R.M. of Frenchman Butte No. 501, the Fire Association will bill the property owner for that service.
- (3) Fire Fighting Fees shall be charged by the Fire Association to all calls attended within the 911 area, as per the attached map, at the rate schedule, established by the Fire Association.



- (4) The total fees for services referenced in Section 3 shall be the responsibility of the property owner(s) receiving the services, to a maximum of \$10,000.00, per call-out. Fire Association will invoice the R.M. of Frenchman Butte No. 501 directly any amount that exceeds \$10,000.00.
- (5) Where the cause of the fire cannot be ascertained, or where the cause of the fire is not the fault of the property owner(s), the total billing for the fire call shall be invoiced proportionately to each property owner affected by the call.
- (6) The Fire Association will provide a copy of the fire report, to the R.M. of Frenchman Butte No. 501, when it responds to a call within the said area.
- (7) The Fire Association will be responsible to respond to only one fire at a time.

C. R.M. OF FRENCHMAN BUTTE NO. 501

- (1) The R.M. of Frenchman Butte No. 501 agrees to pay a yearly standby fee of \$6,500.00 to the Fire Association.
- (2) The R.M. of Frenchman Butte No. 501 guarantees that the Fire Association, providing fire protection within the boundaries shown on the attached map, will be paid for that service, including all additional equipment required to be called in for assistance.
- (3) The R.M. of Frenchman Butte No. 501 agrees that, if the property owner does not pay for the call or false alarm call within six months of the billing date, the R.M. of Frenchman Butte No. 501 will pay the outstanding balance to the Fire Association.
- (4) The R.M. of Frenchman Butte No. 501 agrees that fire charges, to a maximum of \$10,000.00, per-callout, shall be invoiced directly to the property owner(s) receiving the services of the Fire Association. Any charges in excess of \$10,000.00, shall be invoiced directly to the R.M. of Frenchman Butte No. 501.
- (5) The R.M. of Frenchman Butte No. 501 agrees that fees for False Alarms shall be charged by the Fire Association to all false alarm calls to the same location within 365 days as follows: \$500.00 for the 2nd false alarm, \$750.00 for the 3rd false alarm and \$1,000.00 for the 4th false alarm and shall be invoiced directly to the property owner(s).

A handwritten signature in black ink, appearing to be 'JMS' followed by a flourish.

It is understood and agreed that this agreement will commence on January 1, 2022 and be continuous with either party able to terminate the agreement within ninety days written notice.

IN WITNESS WHEREOF the **Town of Turtleford** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 21st day of September, 2021.

TOWN OF TURTLEFORD



Mayor

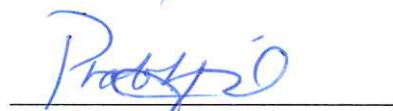

Administrator



IN WITNESS WHEREOF the **R.M. of Mervin No. 499** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 29 day of September, 2021.

R.M. OF MERVIN NO. 499



Reeve


Administrator



IN WITNESS WHEREOF the **R.M. of Frenchman Butte No. 501** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 27 day of October, 2021.

R.M. OF FRENCHMAN BUTTE NO. 501


Reeve


Administrator

