

R.M. OF FRENCHMAN BUTTE NO. 501

BYLAW NO 2021-10

A BYLAW TO PROVIDE FOR ENTERING INTO A FIRE PROTECTION SERVICES AGREEMENT WITH THE VILLAGE OF PARADISE HILL

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 Village of Paradise Hill, attached hereto and forming a part of this bylaw, and identified as "Exhibit A".
2. The Reeve and the Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".
3. Bylaw #2014-08 is hereby repealed.

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




Reeve


Administrator

FIRE PROTECTION SERVICES AGREEMENT

BETWEEN: **RURAL MUNICIPALITY OF FRENCHMAN BUTTE NO. 501**
Box 180, Paradise Hill, Saskatchewan S0M 2G0
hereinafter referred to as the "R.M. of Frenchman Butte No. 501"

---and---

VILLAGE OF PARADISE HILL
Box 270, Paradise Hill, SK S0M 2G0
hereinafter referred to as the "Village"

THIS AGREEMENT witnesseth 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 improvements.
3. "Call-Out" means each separate incident or call received by the Village from 911 dispatch, that the Village sends fire responders to the fire or fire scene.

B. VILLAGE:

1. The Village 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 Village responds to a fire call within the R.M of Frenchman Butte No. 501, the Village will bill the property owner for that service.
3. Fire fighting fees shall be charged by the Village 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. The Village 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 Village 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 Village 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 \$28,500.00 to the Village.
2. The R.M. of Frenchman Butte No. 501 guarantees that the Village, providing fire protection within the boundaries shown on the attached map, will be paid for that service.
3. The R.M. of Frenchman Butte No. 501 agrees that, if the property owner does not pay for the fire call within six months of the billing date, the R.M. of Frenchman Butte No. 501 will pay the outstanding balance to the Village.

4. The R.M. of Frenchman Butte No. 501 agrees that fire charges, to a maximum of \$10,000.00 per call-out, shall be invoiced directly to the property owner(s) receiving the services of the Village. Any charges in excess of \$10,000.00, shall be invoiced directly to the R.M. of Frenchman Butte No. 501.

TERM OF AGREEMENT

It is understood and agreed that this agreement will commence on January 1, 2022, and be continuous until such time as either party terminates the agreement with at least 90 days written notice, provided by the withdrawing party to the other party.

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






Reeve




Chief Administrative Officer

IN WITNESS WHEREOF the Village of Paradise Hill has hereunto affixed its corporate seal, duly attested to by the hands of its proper officers in that behalf, duly authorized this 9th day of November 2021.





Mayor



Administrator

