

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

**BYLAW NO 2014-09**

**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 Administrator of the R.M. of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".



*B. M. Midgley*  
Reeve

*B. J. [Signature]*  
Administrator

Certified a true copy of Bylaw No. 2014-09 adopted by resolution of Council on the 06<sup>th</sup> day of MARCH, 2014.



*B. M. Midgley*  
Reeve

*B. J. [Signature]*  
Administrator



Bylaws

2014-09

memo 2014-03-06-058

## Town of Turtleford & R.M. of Mervin Fire Association

Box 38  
Turtleford, Sask  
S0M 2Y0

Phone: 306-845-2156 Fax: 306-845-3320

May 14, 2014

RECEIVED  
MAY 27 2014

R.M. of Frenchman Butte No. 501  
Box 180  
Paradise Hill, Sk  
S0M 2G0

Dear Bryson Leganchuk:

### RE: Fire Protection Services Agreement

Please seal and sign the enclosed copies of the Fire Protection Services Agreement and return to the Town of Turtleford and the R.M. of Mervin. The Town and the R.M. each require a copy returned to them at your earliest convenience.

Should you have any questions regarding this invoice please contact me at 306-845-2156.

Yours Truly

*D Kahl Lundberg*

Deanna Kahl Lundberg R.M.A  
Secretary

## FIRE PROTECTION SERVICES AGREEMENT

BETWEEN: TOWN OF TURTLEFORD AND THE R.M. 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 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 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 fire seen.

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 \$5,000.00, per call-out. Fire Association will invoice the R.M. of Frenchman Butte No. 501 directly any amount that exceeds \$5,000.00.
- (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

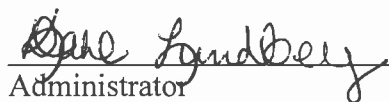
- (1) The R.M. of Frenchman Butte No. 501 agrees to pay a yearly standby fee of \$6,500.00 to the Fire Association.
- (2) The R.M. of Frenchman Butte No. 501 guarantees that the Fire Association, providing fire protection within the boundaries shown on the attached map, will be paid for that service.
- (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 Fire Association.
- (4) The R.M. of Frenchman Butte No. 501 that fire charges, to a maximum of \$5,000.00, per-callout, shall be invoiced directly to the property owner(s) receiving the services of the Fire Association. Any charges in excess of \$5,000.00, shall be invoiced directly to the R.M. of Frenchman Butte No. 501.

It is understood and agreed that this agreement will commence on January 1, 2014 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 15<sup>th</sup> day of April, 2014.

TOWN OF TURTLEFORD


  
\_\_\_\_\_  
Mayor

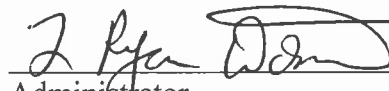
  
\_\_\_\_\_  
Administrator

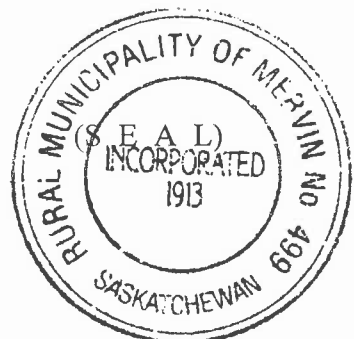


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IN WITNESS WHEREOF the **R.M. of Mervin No. 499** has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 22nd day of APRIL, 2014.

R.M. OF MERVIN NO. 499

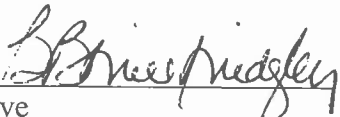
  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
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 06 day of March, 2014.

R.M. OF FRENCHMAN BUTTE NO. 501

  
Reeve

  
Administrator



## FIRE PROTECTION SERVICES AGREEMENT

BETWEEN: TOWN OF TURTLEFORD AND THE R.M. 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 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 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 fire seen.

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 \$5,000.00, per call-out. Fire Association will invoice the R.M. of Frenchman Butte No. 501 directly any amount that exceeds \$5,000.00.
- (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

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- (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.
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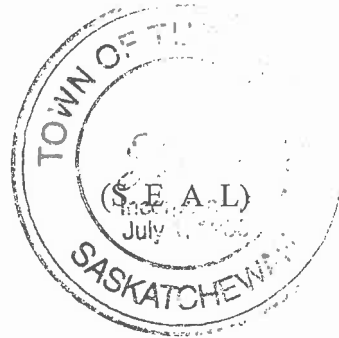
It is understood and agreed that this agreement will commence on January 1, 2014 and be continuous with either party able to terminate the agreement within ninety days written notice.

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 15<sup>th</sup> day of April, 2014.

TOWN OF TURTLEFORD

[Signature]  
Mayor

[Signature]  
Administrator



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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 2nd day of APRIL, 2014.

R.M. OF MERVIN NO. 499

[Signature]  
Reeve

[Signature]  
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 06 day of MARCH, 2014.

R.M. OF FRENCHMAN BUTTE NO. 501

B. B. Nesbitt  
Reeve

B. J. J. J.  
Administrator

