

R.M. OF FRENCHMAN BUTTE NO. 501

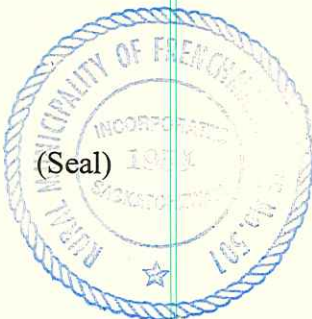
BYLAW NO 2015-06


**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH
THE BRIGHT SAND REGIONAL PARK AUTHORITY REGARDING FIRE
FIGHTING SERVICES**

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 Services Agreement with the Town of St. Walburg, Saskatchewan, the Rural Municipality of Frenchman Butte No. 501, Paradise Hill, Saskatchewan, and the Rural Municipality of Mervin No. 499, Turtleford, Saskatchewan, hereinafter called the "St. Walburg & District Fire & Rescue Association" and the Bright Sand Regional Park Authority of St. Walburg, Saskatchewan, hereinafter called the "Regional Park", 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".


Read a third time and adopted
this 26th day of March, 2015





Reeve


Administrator

Certified a true copy of Bylaw No. 2015-06


Reeve


Administrator



FIRE PROTECTION SERVICES AGREEMENT

BETWEEN: Town of St. Walburg, Saskatchewan, the Rural Municipality of Frenchman Butte No. 501, Paradise Hill, Saskatchewan, and the Rural Municipality of Mervin No. 499, Turtleford, Saskatchewan, hereinafter called the "St. Walburg & District Fire & Rescue Association",

AND; THE BRIGHT SAND REGIONAL PARK AUTHORITY of St. Walburg, Saskatchewan, hereinafter called the "Regional Park".

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. ST. WALBURG & DISTRICT FIRE & RESCUE ASSOCIATION:

- 1) The St. Walburg & District Fire & Rescue Association will provide fire protection Services, as hereinafter set out to the corporate limits of the Regional Park, as outlined on the attached map marked as Appendix "A".
- 2) When the St. Walburg & District Fire & Rescue Association responds to a fire call within the Regional Park, the St. Walburg & District Fire & Rescue Association will invoice the property owner for that service. In the event that the fire occurs on property owned or leased by the Regional Park, the Regional Park will be invoiced for the service provided.
- 3) Fire Fighting Fees will be charged by the St. Walburg & District Fire & Rescue Association to all calls attended to within the Regional Park as follows:
 - At per hour charge as established by the Association.
 - All additional equipment called in (i.e. crawler tractors, graders, Water trucks, other Fire Departments will be billed to the Fire Association, who in turn will invoice each property owner effected by the call.
- 4) The St. Walburg & District Fire & Rescue Association will be responsible for their own equipment when providing the fire protection services in the said area.
- 5) The St. Walburg & District Fire & Rescue Association will provide a copy of the fire report To the Regional Park, when it responds to a call within the said area.
- 6) The St. Walburg & District Fire & Rescue Association will be responsible to respond to only one fire at a time.

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FIRE PROTECTION SERVICES AGREEMENT

Page 2:

B. BRIGHT SAND LAKE REGIONAL PARK AUTHORITY:

- 1) The Regional Park agrees to pay a yearly standby fee of \$840.00, based on \$10.00 per cottage, to the St. Walburg & District Fire & Rescue Association, upon receipt of invoice from the St. Walburg & District Fire & Rescue Association.
- 2) The Regional Park guarantees that the St. Walburg & District Fire & Rescue Association, providing fire protection within the boundaries of the Regional Park will pay for that service, including all additional equipment required to be called in for assistance.
- 3) The Regional Park agrees that if the property owner does not pay for the fire call within six months of the billing date the Regional Park will pay the outstanding balance to the St. Walburg & District Fire & Rescue Association.

C. DEFINITIONS:

In this Agreement

- a) "Property Owner" means any person who is the owner, occupant or lessee of property which is deemed to have received fire fighting protection for their property.
- b) "Property" means land or improvements.

It is understood and agreed that this agreement will commence on signing of this agreement to replace the previous agreement, and be continuous with either party able to terminate the contract within ninety days written notice.

IN WITNESS WHEREOF the Town of St. Walburg has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 24 day of MARCH, 2015.



Mayor



Administrator



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FIRE PROTECTION SERVICES AGREEMENT

Page 3:

IN WITNESS WHEREOF the Rural Municipality 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 26th day of March, 2015.

Bruce Midgley
Reeve

B. J. J. J.
Administrator



IN WITNESS WHEREOF the Rural Municipality 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 26th day of APRIL, 2015.

Tom Brown
Reeve

2 Ryan D.
Administrator



IN WITNESS WHEREOF the Bright Sand Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 1 day of May, 2015.

Ed Schell
Chairman

Scott Denny
Administrator

(SEAL)

Appendix "A"

FIRE PROTECTION SERVICES AGREEMENT

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AND; THE BRIGHT SAND REGIONAL PARK AUTHORITY of St. Walburg, Saskatchewan, hereinafter called the "Regional Park".

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:

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 - At per hour charge as established by the Association.
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- b) "Property" means land or improvements.

It is understood and agreed that this agreement will commence on signing of this agreement to replace the previous agreement, and be continuous with either party able to terminate the contract within ninety days written notice.

IN WITNESS WHEREOF the Town of St. Walburg has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 24th day of MARCH, 2015.



Mayor



Assistant - Administrator



(SEAL)

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IN WITNESS WHEREOF the Rural Municipality 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 26th day of March, 2015.

Bonnie Nudgey
Reeve

B. Nudgey
Administrator



IN WITNESS WHEREOF the Rural Municipality 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 21st day of APRIL, 2015.

Tom Brown
Reeve

L. Ryan Brown
Administrator



IN WITNESS WHEREOF the Bright Sand Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 28 day of July, 2015.

G. Schell
Chairman

Stella L. Denny
Administrator Book Keeper

(SEAL)

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