

**TOWN OF ST. WALBURG****BYLAW NO. 3-2015****A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING FIRE SERVICE TO BRIGHT SAND REGIONAL PARK BY ST. WALBURG AND DISTRICT FIRE AND RESCUE ASSOCIATION.**

The Council of the Town of St. Walburg in the Province of Saskatchewan, enacts as follows:

1. The Town of St. Walburg is hereby authorized through Section 8(1) of the Municipalities Act, to enter into agreement, attached hereto and forming part of this bylaw, and identified as "Exhibit A", with **RURAL MUNICIPALITY OF MERVIN No. 499, RM OF FRENCHMAN BUTTE NO. 501, and BRIGHT SAND REGIONAL PARK AUTHORITY** to provide for fire service to the Regional Park Authority through the Fire Association.
2. This Bylaw shall be continuous and come into effect on date of final passing by all parties to the agreement.
3. The Mayor and Administrator of the Town of St. Walburg are hereby authorized to sign and execute the attached agreement identified as Exhibit A.

Bylaw of 2009 is hereby repealed



  
\_\_\_\_\_  
Mayor, Town of St. Walburg

  
\_\_\_\_\_  
ASSISTANT - Administrator, Town of St. Walburg

Read a third time and adopted  
this 24th day of March 24, 2015.

  
\_\_\_\_\_  
Assistant Administrator, Town of St. Walburg

**Certified a True Copy**

  
\_\_\_\_\_  
Chief Administrative Officer  
Town of St. Walburg, Saskatchewan

**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.

**Certified a True Copy**

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**Chief Administrative Officer  
Town of St. Walburg, Saskatchewan**

*AS SB*

## 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

(SEAL)

\_\_\_\_\_  
Administrator

**Certified a True Copy**

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\_\_\_\_\_  
Chief Administrative Officer  
Town of St. Walburg, Saskatchewan

*AS*

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 \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Reeve

(SEAL)

\_\_\_\_\_  
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 \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Chairman

(SEAL)

\_\_\_\_\_  
Administrator

**Certified a True Copy**

\_\_\_\_\_  
Chief Administrative Officer  
Town of St. Walburg, Saskatchewan

*K. SB*