



RM OF MARTIN NO 122

**BYLAW NO. 236 / 21**

***A BYLAW TO PROVIDE FOR ENTERING INTO AN  
AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES***

The Council of the Rural Municipality of Martin No. 122 in the Province of Saskatchewan, enacts as follows:

1. The Council of the Rural Municipality of Martin No.122 is hereby authorized to enter into an agreement with the Council of the Town of Wapella and the Council of the Rural Municipality of Silverwood No. 123, the terms of which are attached and marked Exhibit "A", for the purpose of providing fire protection services to be used throughout the Rural Municipality of Martin No. 122.
2. The Deputy Reeve and Administrator of the Rural Municipality of Martin No. 122 are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. Bylaw No. 200/15 is hereby repealed.



Peter Currie – Deputy Reeve

Cheryl Barrett – Chief Administrative Officer

**Exhibit "A"**

Memorandum of Agreement made this 13th day of January, 2020 A.D.

BETWEEN: The Rural Municipality of Martin No. 122 of the Province of Saskatchewan

**And**

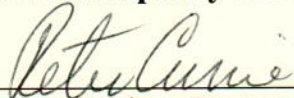
The Town of Wapella, of the Province of Saskatchewan.


This Indentive witnesseth as follows:

1. That the Town of Wapella agrees to provide fire protection services throughout the Rural Municipality of Martin No. 122 during the years 2021 to 2023.
2. That the Rural Municipality of Martin No. 122 agrees to pay to the Town of Wapella a grant of \$1,000.00 for General Fire Protection Costs in each year of the Agreement.
3. That the Rural Municipality of Martin No. 122 agrees to pay to the Town of Wapella a grant of \$2,000.00 for Capital Purchases in each year of the Agreement.
4. That the Town of Wapella will charge residents of the Rural Municipality of Martin No. 122 a fee for service, the amount to be determined for each fire attended by the Town of Wapella Fire Department as per the Town of Wapella's Bylaw 05-2019 "Recovery of Fire and Other Charges".
5. That in the event that a resident of the Rural Municipality of Martin No. 122 refuses payment of the fee for service mentioned in Section 4 of this Agreement, the Council of the Rural Municipality of Martin No. 122 will pay the fee for service to the Town of Wapella and then at the end of the calendar year, the Rural Municipality of Martin No. 122 shall add the amount owing to taxes on any parcel of land owned by the person or persons.

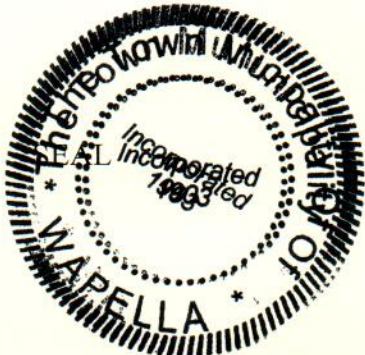
**The Rural Municipality of Martin No. 122**



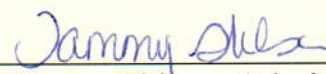
  
Peter Currie – Deputy Reeve

  
Cheryl Barrett – Chief Administrative Officer

**The Town of Wapella**



  
Sandy Hintz - Mayor

  
Tammy Skiba - Administrator

**FIRE PROTECTION**

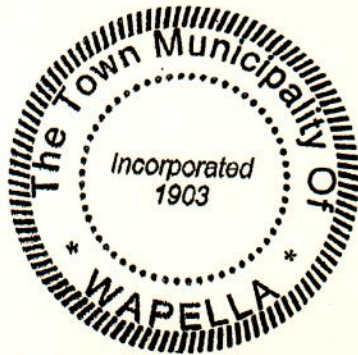
1-21  
BYLAW NO. ~~10-2020~~

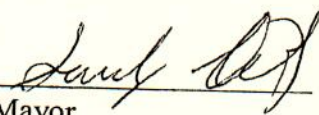
**A BYLAW OF THE TOWN OF WAPELLA**

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING  
FIRE PROTECTION**

The Council of the Town of Wapella, in the Province of Saskatchewan, enacts as follows:

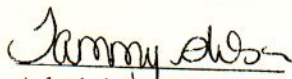
1. The Town of Wapella is hereby authorized to enter into an agreement with the RM of Martin No. 122, RM of Silverwood No. 123 attached hereto and forming part of this bylaw, and identified as Schedule "A" for the Establishment of a Fire Protection Agreement.
2. The Mayor and Administrator are hereby authorized to sign and execute the attached agreement identified as Schedule "A."
3. This Bylaw will come into effect February 1, 2021.
4. Bylaws No. 04-2012 and 07-2015 are hereby repealed.



  
Mayor

  
Administrator

Read a third time and adopted  
This 15 day of December 2020.

  
Administrator

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SCHEDULE "A" TO BYLAW NO. ~~2020~~

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING  
FIRE PROTECTION**

THIS AGREEMENT MADE IN DUPLICATE THIS 15 DAY OF December, 2020  
BETWEEN:

THE TOWN OF WAPELLA, hereinafter called the "Town" of the first part

AND

THE RURAL MUNICIPALITY OF MARTIN NO. 122, hereinafter called "Martin" of the  
second part

AND

THE RURAL MUNICIPALITY OF SILVERWOOD NO. 123, hereinafter called "Silverwood"  
of the third part

WHEREAS by *The Municipalities Act*, Section 8, the Town is empowered to establish a fire-fighting service, enter into an agreement with another municipality to provide the same, establish fees for providing the service and establish how the costs of such an agreement will be recovered and

WHEREAS by *The Municipalities Act*, Section 42(2), the Town is empowered to provide and charge for any fire-fighting, fire prevention, or emergency service outside the municipality, or for the use of the equipment or facilities outside the municipality, in the absence of an agreement with the other municipality, if a request for the service or for the use of the equipment is made and

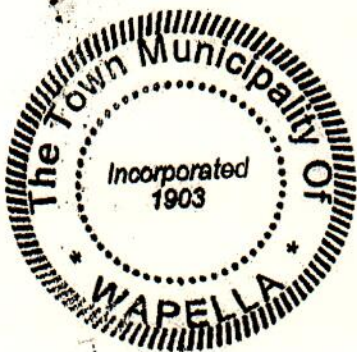
WHEREAS by subsection three thereof, on the request of the Town, any service provided to a person as above, the Town may request that any amount so levied that remains unpaid at the end of the year in which the municipality the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes and

WHEREAS the Town and Martin and Silverwood have agreed to carry out the intent and purpose of the foregoing:

1. Martin and Silverwood agree to pay the Town a grant of \$1,000 per year for general fire protection costs;

2. Martin agrees to pay the Town a grant of \$2,000 per year, Silverwood agrees to pay the Town a grant of \$1,500 per year. These amounts are to be put into a term account for capital purchases and the Town agrees to transfer \$1,500 per year into a capital term. All capital purchases are subject to approval by Martin and Silverwood prior to purchase. Martin and Silverwood share is payable at the end of each year.
3. The Town will maintain the Wapella Fire Department in a state of thorough efficiency including repairs and maintenance as required and maintain a sufficient number of trained firemen in readiness to provide proper fire protection and shall arrange for the proper answering of fire calls in the areas of the municipality designated and shall furnish a storage building to adequately house said fire-fighting equipment.
4. The areas of the Municipality to be serviced by the fire equipment of the Town shall be any place in the Rural Municipality of Martin No. 122 or the Rural Municipality of Silverwood No. 123.
5. In the event that an outbreak of fires within the designated areas of the municipality for the extinguishing of which fire equipment and fighters are required, notice must be given to the Fire Chief of the Town or his authorized agent who shall upon receipt of such notice dispatch the fire equipment to the scene of such fire with the utmost speed possible, in all respect fully equipped and fully manned as far as circumstances permit.
6. Fire Department responses within the Town or Municipalities as indicated within this agreement shall be charges as laid out in the Town of Wapella's Bylaw No.05-2019, "Recovery of Fire and Other Charges." The area in which the service was provided will be provided with an incident report that will allow them to charge their residents for the call provided as legislation such allows and that revenue shall be forwarded to the service provider when collected.
7. Any amount so levied as in Section 6 that remains unpaid at the end of the year in which the service was provided may be added to the taxes on any property owned by the person and collected in the same manner as taxes.
8. This agreement shall be for a term of three (3) years and take effect February 1, 2021. All the above terms are open to negotiation every year if requested.

**IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals and the hands of their proper officers duly authorized in that behalf.**



TOWN OF WAPELLA

Mayor

Administrator



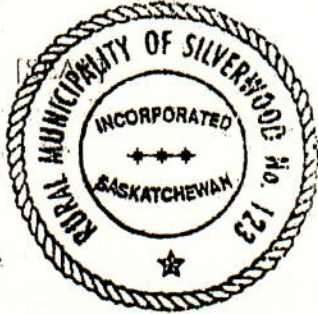
RURAL MUNICIPALITY OF MARTIN #122

Peter Curme

Reeve

A. Barrett

Administrator



RURAL MUNICIPALITY OF SILVERWOOD #123

Lee MacPherson

Reeve

Jennifer Bittel

Administrator