

BYLAW 2022-08

**A BYLAW TO PROVIDE ENTERING INTO AN AGREEMENT RESPECTING THE
PROVISION OF FIRE PROTECTION SERVICES**

The Council of the RM of Francis No. 127 in the Province of Saskatchewan enacts as follows:

The Council of the Rural Municipality of Francis No. 127, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Francis No. 127 is hereby authorized to enter into the agreements attached hereto and forming part of this bylaw, and identified as Exhibit A, with the following Municipalities:
- The Town of Francis, and
 - The Village of Odessa, and
 - The Village of Sedley, and
 - The Village of Vibank

for the purpose of providing and/or receiving fire protection services.

2. The Reeve and Administrator of the Rural Municipality of Francis No. 127 are hereby authorized to sign and execute the attached agreement identified as Exhibit A, with the designated Area Map identified as Appendix A and Fire Call Response form identified as Appendix B.

3. Bylaw 2019-10 is hereby repealed.





Reeve




Administrator

Read a first time this 15th Day of Spt, 2022
Read a second time this 15th Day of Sept, 2022
Read a third time and adopted this 15th Day of Spt, 2022



Certified to be a true copy of Bylaw No. 2022-08 adopted by the
Council of the Rural Municipality of Francis No. 127 on this
15th day of September 2022.



Administrator/Reeve

EXHIBIT A TO BYLAW 2022-08

Memorandum of Agreement made this 15th day of Sept, 2022 A.D.

Between: The Village of Odessa (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the "designated area" in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

- i. Township 14-13 W2 – all of sections 19-36
- ii. Township 15-13 W2 – all sections
- iii. Township 16-13 W2 – all sections
- iv. Township 14-14 W2 – all of sections 21-28 and all of sections 33-36
- v. Township 15-14 W2 – all of sections 1-4, 9-16, 21-27 and 34-36
- vi. Township 16-14 W2 – all of section 1-3, 10-12, 13, 24, 25 and 36

2. The parties to this agreement further agree to the following terms and conditions:
 - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31st of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
 - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village's minimum standard of training for their fire department.
 - iii. For fire calls that occur in the RM, there shall be a charge of \$980.45 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$980.45 will be charged for unproductive calls where the services of the responding fire department are not required.
 - iv. The fire department of the Village shall complete the "RM Fire Call Response Form" as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
 - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
 - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
 - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.

- viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.
- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
- x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
- xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
- xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.



Rural Municipality of Francis No. 127



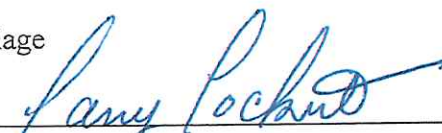
Reeve



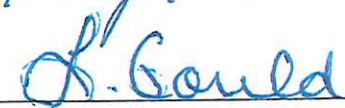
Administrator



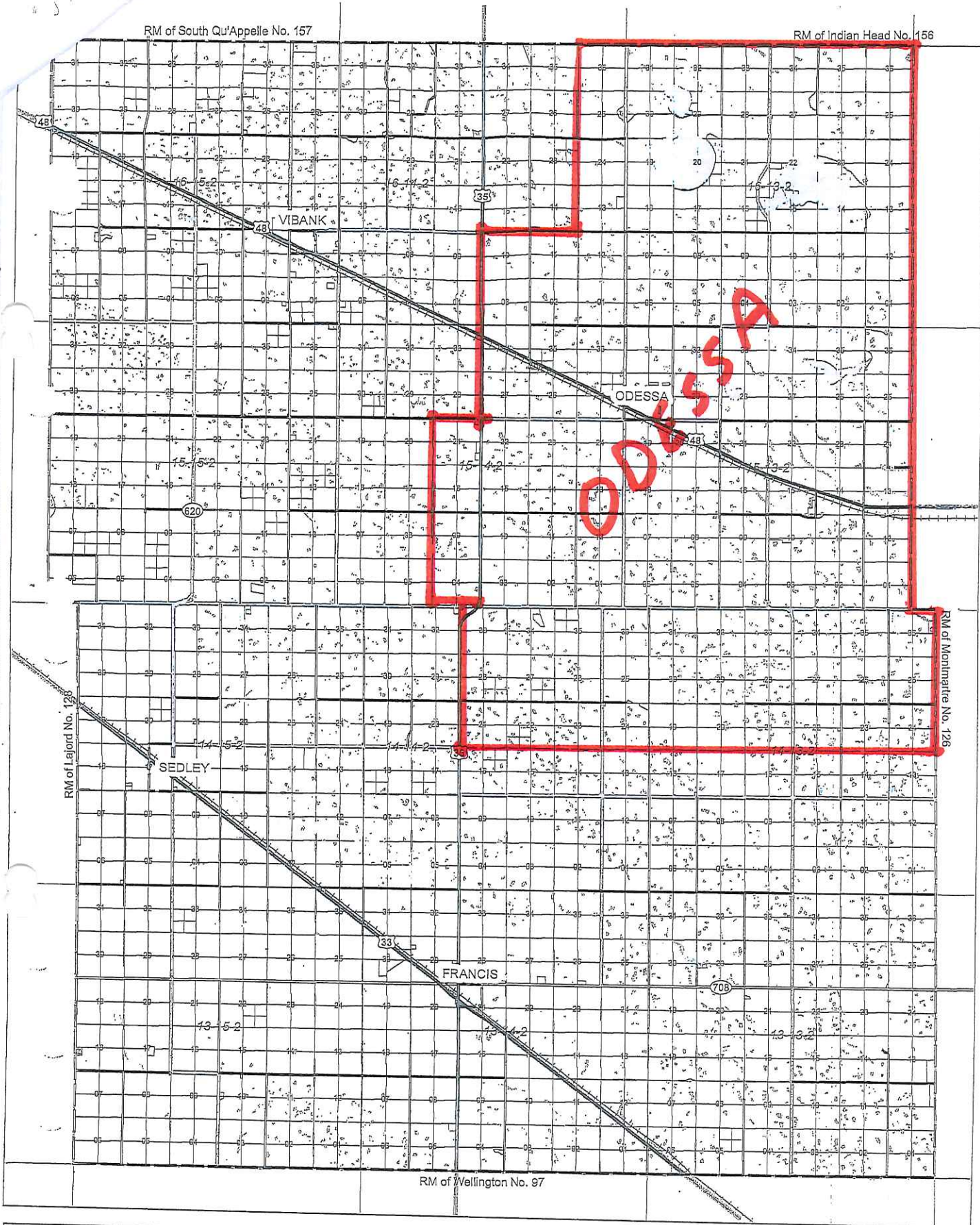
Village



Mayor



Administrator



- | | |
|----------------------|--------------------------------------|
| Municipal Boundaries | Railways |
| Urban Municipality | Provincial Highway - Paved |
| Waterbody/Drainage | Primary Grid - Clearing the Pad Road |
| | Main Farm Access Road |
| | Gravel Road |
| | Grid Road |
| | Dirt Road |

Rural Municipality of Francis No. 127

Map 3. Transportation



0 1.25 2.5 5 KM

Odessa
Fire Protection Services Agreement
Appendix A

EXHIBIT A TO BYLAW 2022-08

Memorandum of Agreement made this 15th day of Sept., 2022 A.D.

Between: The Village of Sedley (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the "designated area" in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

- i. Township 13-15 W2 – all sections
 - ii. Township 14-15 W2 – all sections
 - iii. Township 14-14 W2 – all of sections 19, 20, 29, 30, 31 and 32
 - iv. Township 15-15 W2 – all of sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12
2. The parties to this agreement further agree to the following terms and conditions:
 - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31st of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
 - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village's minimum standard of training for their fire department.
 - iii. For fire calls that occur in the RM, there shall be a charge of \$980.45 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$980.45 will be charged for unproductive calls where the services of the responding fire department are not required.
 - iv. The fire department of the Village shall complete the "RM Fire Call Response Form" as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
 - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
 - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
 - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
 - viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
- x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
- xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
- xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.

Rural Municipality of Francis No. 127






Reeve




Administrator



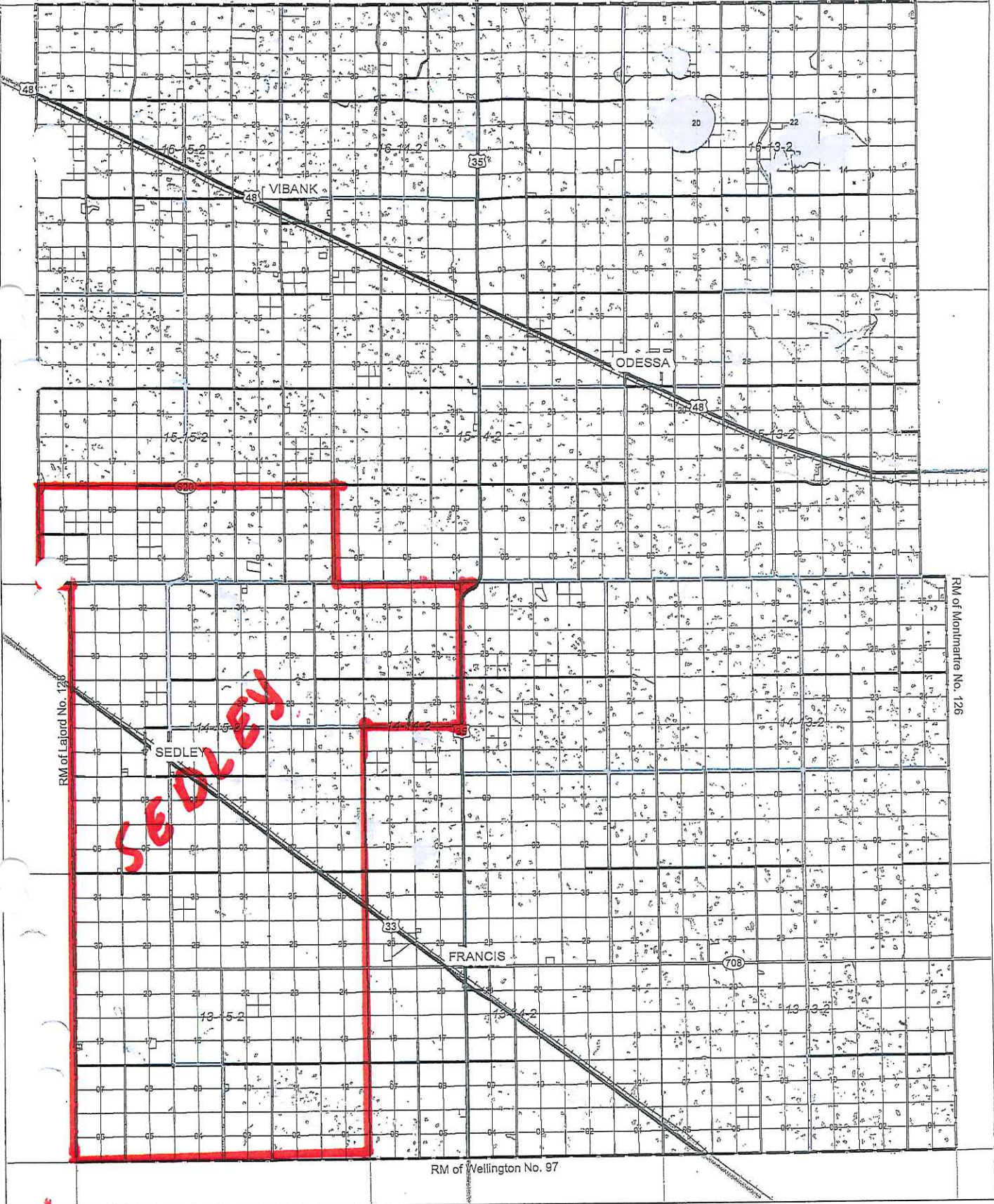
Village



Mayor



Administrator



- Municipal Boundaries
- Urban Municipality
- Waterbody/Drainage

- Railways
- Provincial Highway - Paved
- Primary Grid - Clearing the Pad Road
- Main Farm Access Road
- Gravel Road
- Grid Road
- Dirt Road

Rural Municipality of Francis No. 127

Map 3. Transportation



0 1.25 2.5 5 KM

Sedley
Fire Protection Services Agreement
Appendix A

EXHIBIT A TO BYLAW 2022-08

Memorandum of Agreement made this 23 day of August, 2022 A.D.

Between: The Village of Vibank (hereinafter referred to as the Village)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Village agrees to provide fire protection services throughout the "designated area" in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

- i. Township 15-14 W2 – all of sections 5-8, 17-20, and 28-33
 - ii. Township 16-14 W2 – all of sections 4-9, 14-23, and 26-35
 - iii. Township 15-15 W2 – all of sections 13-36
 - iv. Township 16-15 W2 – all sections
2. The parties to this agreement further agree to the following terms and conditions:
 - i. The RM shall provide a yearly grant to the Village in the amount of \$4,500.00 payable by December 31st of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Village.
 - ii. Training of volunteer fire fighters shall be responsibility of the Village. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Village's minimum standard of training for their fire department.
 - iii. For fire calls that occur in the RM, there shall be a charge of \$980.45 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$980.45 will be charged for unproductive calls where the services of the responding fire department are not required.
 - iv. The fire department of the Village shall complete the "RM Fire Call Response Form" as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Village Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
 - v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Village.
 - vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Village where a recommended minimum of \$5,000,000 fire coverage liability is carried.
 - vii. The Village shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
 - viii. The Village shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

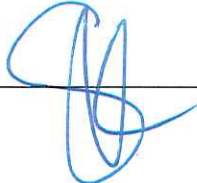
- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
- x. In case of simultaneous fires in the RM and the Village, precedence will be given to the Village.
- xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
- xii. In the case of simultaneous fires in the RM and the Village, precedence for the RM fire water truck will be given to the RM.
3. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.



Rural Municipality of Francis No. 127




Reeve




Administrator



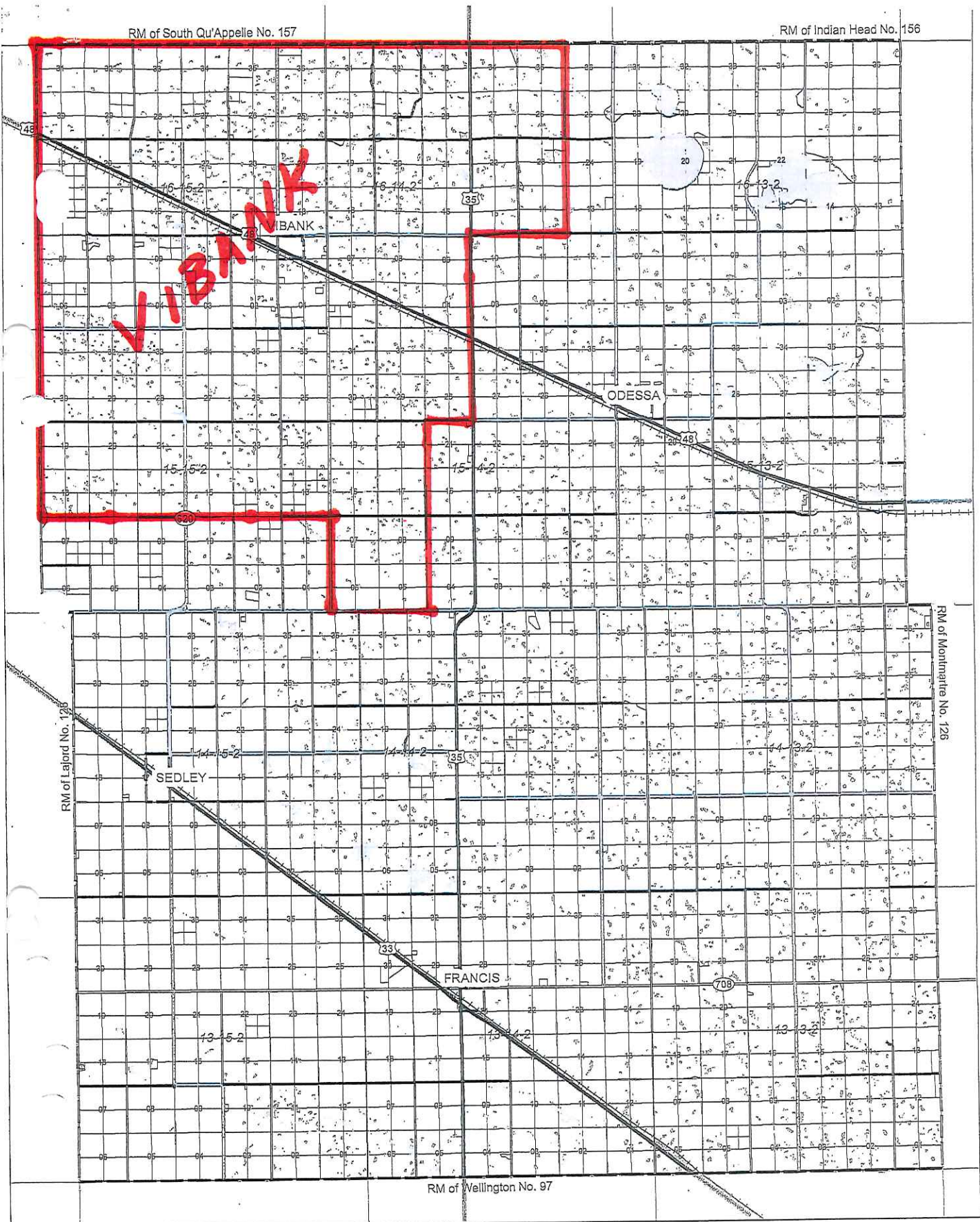
Village



Mayor



Administrator



- Municipal Boundaries
- Urban Municipality
- Waterbody/Drainage

- Railways
- Provincial Highway - Paved
- Primary Grid - Clearing the Pad Road
- Main Farm Access Road
- Gravel Road
- Grid Road
- Dirt Road

Rural Municipality of Francis No. 127

Map 3. Transportation



0 1.25 2.5 5 KM

Vibank
Fire Protection Services Agreement
Appendix A

EXHIBIT A TO BYLAW 2022-08

Memorandum of Agreement made this 15th day of Sept., 2022 A.D.

Between: The Town of Francis (hereinafter referred to as the Town)

and

The Rural Municipality of Francis No. 127 (hereinafter referred to as the RM)

1. That the Town agrees to provide fire protection services throughout the "designated area" in the RM, as affixed as Appendix A, and that all residents within the designated area are protected under this agreement.

In this agreement the designated area includes:

- i. **Township 13-13 W2 – all sections**
- ii. **Township 14-13 W2 – all of sections 1-18**
- iii. **Township 13-14 W2 – all sections**
- iv. **Township 14-14 W2 – all of sections 1-18**

The parties to this agreement further agree to the following terms and conditions:

- i. The RM shall provide a yearly grant to the Town in the amount of \$4,500.00 payable by December 31st of each year of the agreement in return for the commitment of fire protection service provided by the fire department of the Town.
- ii. Training of volunteer fire fighters shall be responsibility of the Town. The RM recommends that Fire 1000 Basic Training, as offered through the Saskatchewan Volunteer Fire Fighters Association, is set as the Town's minimum standard of training for their fire department.
- iii. For fire calls that occur in the RM, there shall be a charge of \$980.45 for the first hour and \$350.00 per hour for every hour thereafter to a maximum of \$15,000.00 total as combined by responding fire departments. A call-out charge of \$980.45 will be charged for unproductive calls where the services of the responding fire department are not required.
- iv. The fire department of the Town shall complete the "RM Fire Call Response Form" as affixed to this agreement as Appendix B detailing all pertinent information required for billing purposes. Appendix B will be provided to the Town Administration to directly bill the RM as the contracting party of fire protection services. The RM shall be responsible to collect the fire call charge from the affected landowner in accordance with Sections 42(3) and 405 of *The Municipalities Act*.
- v. Operating and capital costs of the volunteer fire department shall be the responsibility of the Town.
- vi. Insurance coverage for firefighters and equipment shall be the responsibility of the Town where a recommended minimum of \$5,000,000 fire coverage liability is carried.
- vii. The Town shall be responsible for storing and conducting regular maintenance on the fire equipment, ensuring that all necessary equipment is certified and operational.
- viii. The Town shall be responsible for dispatching equipment and manpower as dispatched by 911 Dispatch.

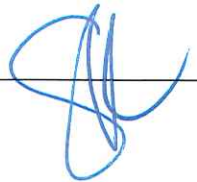
- ix. Shall more than one fire department respond to a RM fire call, the Fire Chief or Deputy Fire Chief of the first volunteer fire department to arrive at the scene will have total control and authority at that fire.
- x. In case of simultaneous fires in the RM and the Town, precedence will be given to the Town.
- xi. The RM will provide the availability of a fire water truck which shall be the responsibility of the responding Fire Chief or Deputy Fire Chief to request through 911 Dispatch if not initially sent.
- xii. In the case of simultaneous fires in the RM and the Town, precedence for the RM fire water truck will be given to the RM.
2. It is understood that this agreement shall commence on the date of signing and be in effect for a term of three years. This agreement may be terminated by either party to this agreement by giving ninety (90) days notice in writing.



Rural Municipality of Francis No. 127



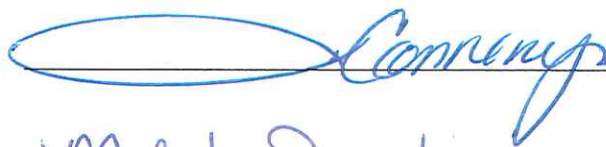
Reeve




Administrator



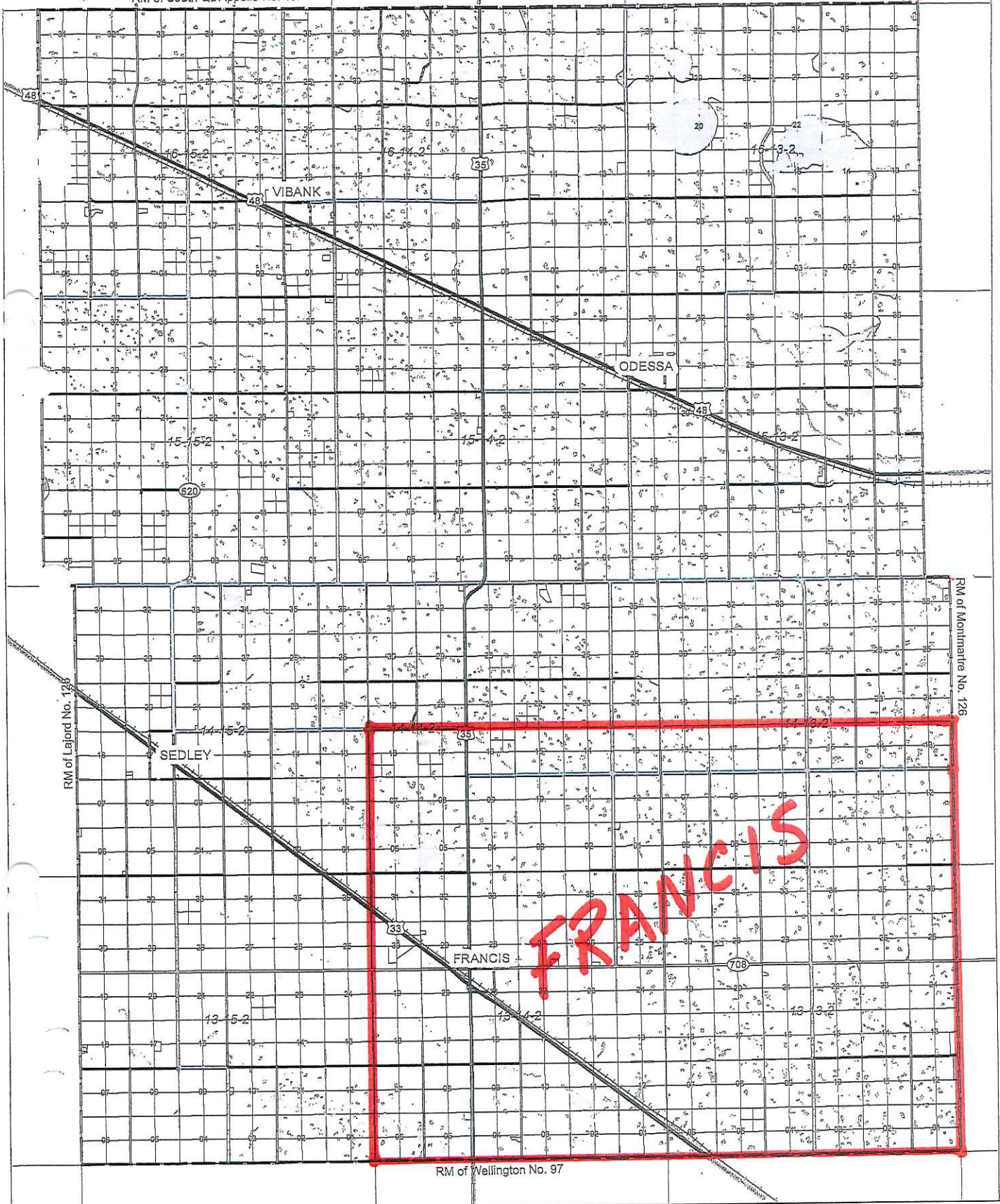
Town



Mayor



Administrator



- Municipal Boundaries
- Urban Municipality
- Waterbody/Drainage

- Railways
- Provincial Highway - Paved
- Primary Grid - Clearing the Pad Road
- Main Farm Access Road
- Gravel Road
- Grid Road
- Dirt Road

Rural Municipality of Francis No. 127

Map 3. Transportation



0 1.25 2.5 5 KM

Francis
Fire Protection Services Agreement
Appendix A