

# OUTSTANDING FIRE ACCOUNTS

## BYLAW NO. 1-2021

### A BYLAW TO ENTER INTO AN AGREEMENT WITH THE TOWN OF CENTRAL BUTTE FOR THE PAYMENT OF OUTSTANDING FIRE ACCOUNTS.

The Council of the RM of Eyebrow, in the Province of Saskatchewan, enacts as follows:

1. The RM of Eyebrow is hereby authorized to enter into an agreement, attached hereto and forming a part of this Bylaw, and identified as Exhibit A with the Town of Central Butte for the purpose stated within the agreement.
2. This Bylaw shall come into force and take effect upon final signing thereof.
3. Bylaw No. 03/02 is hereby repealed.

Read a third time and adopted this day of October 13, 2021.



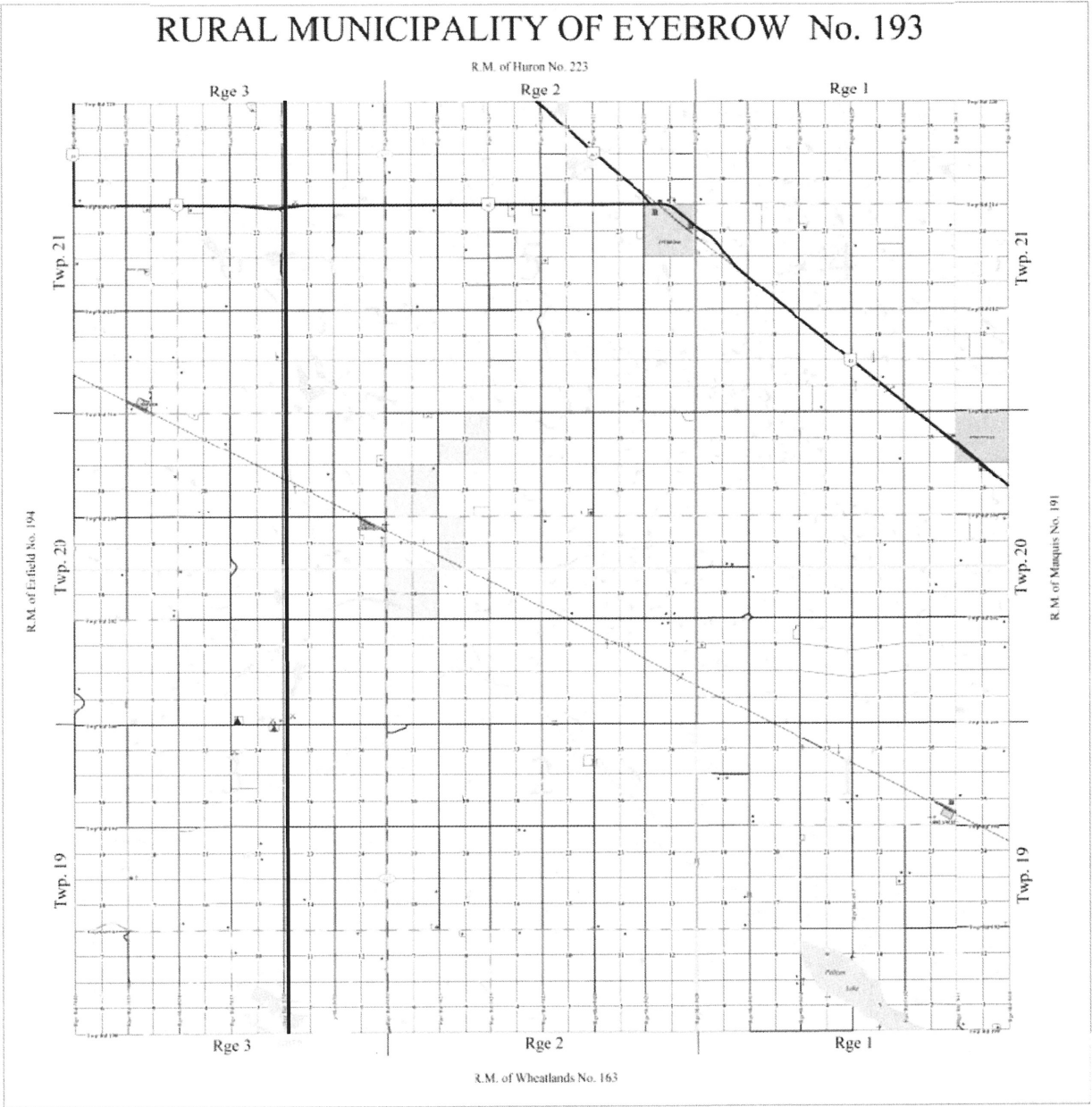
Michael Cave  
(Reeve)

Chris Bueckert  
(Administrator)

*Certified a True Copy of the Bylaw 1-2021  
adopted by Resolution of Council of the Rural  
Municipality of Eyebrow No. 193  
on the 13<sup>th</sup> day of October, of the year 2021.*

Appendix “A” to Bylaw No. 1-2021

FIRE PROTECTION AGREEMENT



**CENTRAL BUTTE**  
**FIRE DEPARTMENT** ← **↑** **→** **EYEBROW**  
**FIRE DEPARTMENT**

RANGE ROAD 3032 IN THE RM IS THE DIVIDING BOUNDARY  
BETWEEN THE CENTRAL BUTTE FIRE DEPARTMENT AND THE  
EYEBROW & DISTRICT FIRE PROTECTION SOCIETY.

Exhibit "A" to Bylaw No. 1-2021

**FIRE PROTECTION AGREEMENT**

Memorandum of Agreement made this

Between:

**TOWN OF CENTRAL BUTTE**

hereinafter referred to as "The Town" and

**RURAL MUNICIPALITY OF EYEBROW #193**

hereinafter referred to as the "R.M."

**WHEREAS;** the Town is a duly incorporated Town in the Province of Saskatchewan.

And Whereas the Rural Fire Association is a group of farmers within an area likely to be served by the Town of Central Butte Volunteer Fire Department.

**AND WHEREAS;** the parties to this Agreement wish to provide for the prevention and suppression of fires and services rendered in connection therewith regarding fire protection to the residents of the municipality and/or said other persons and municipalities or legal entities as may become a party to this agreement.

**AND WHEREAS;** the R.M. has the authority, pursuant to section 8 of *The Municipalities Act*, to impose a fee for services, which would include firefighting services, and the authority, pursuant to section 369 of *The Municipalities Act*, to add such fees to the tax roll if unpaid.

**THIS AGREEMENT WITNESSETH:**

1. The Town hereby agrees to provide fire protection services to the residents of the R.M. within the R.M. as shown in the attached map marked Appendix "A".
2. Subject to Section 5, the Town agrees to provide the use of Town owned equipment to the scene of the fire.
3. Subject to Section 4, the Town agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances to the best of their ability.
4. The Town makes no representation or warranties as to the condition and adequacies of the fire truck, fire equipment and its ability, or ability of the Fire Department of the Town, consequently, the R.M. hereby waives all claims, demands, suits, or actions that it may have at any time against the Town that may occur or arise pursuant to the terms and conditions hereof, save and except for negligence on the part of the Town or its agents and employees.
5. The R.M. agrees, that in the event that a fire should arise in both the Town and the R.M., the Fire Department shall firstly attend the fire in the Town or may withdraw from attending a fire in the R.M. and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. The R.M. agrees that when the Town Fire Chief or his designate, decides that back-up or additional fire equipment is required and the Town Fire Chief, or his designate call for mutual assistance, the R.M. will honor payment for any reasonable charges made by those respective departments.
7. The R.M. further agrees that the Town may, subject to the exception hereinafter set forth in paragraph 8, charge for every call, made by the Town Fire Department, to residents of the R.M., to whom service is provided, such charges may be in accordance with the rates established by the Town of Central Butte, and in the event such charge is not paid within the year of invoicing, the R.M. shall render payment of such account.

The rates charged for fire fighting are \$1,000.00 per hour or part thereof with a 1-hour minimum charge.

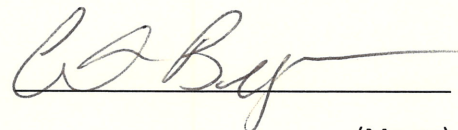
Any change to the rates charged for fire fighting will be communicated to the R.M. within 30 days of the change being made.

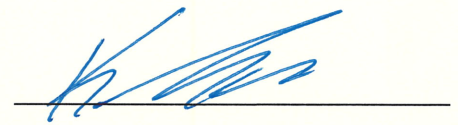
8. The Town shall not charge for fire calls made to any resident of the R.M. who is a current paid up member of the Rural Fire Association in the year such call is made.
9. The R.M. agrees to indemnify the Town for all claims, losses, costs and expenses by reason of injury to any person or damage to property arising from the operation of the fire truck, and auxiliary firefighting equipment owned by the Town except where such injury and/or damage is caused by the negligence of The Town and/or its agents or employees. This clause will be in effect from the time the fire truck enters the boundaries of the R.M. and until it returns to the Town Limits.
10. The Rural Fire Association may set the rates and terms and conditions of its membership from time to time as it shall see fit.
11. It is understood and agreed between the parties hereto that this agreement shall be continuous, but that either party may terminate this agreement upon sixty days notice in writing to the other party of such intention to do so. The agreement shall terminate sixty days from receipt of notice of termination.

**IN WITNESS WHEREOF** the Town of Central Butte and the Rural Municipality of Eyebrow No. 193 have caused their corporate seal to be hereunto affixed, attested by the signatures of their proper officers and/or duly appointed representatives in their behalf on the date herein written before.

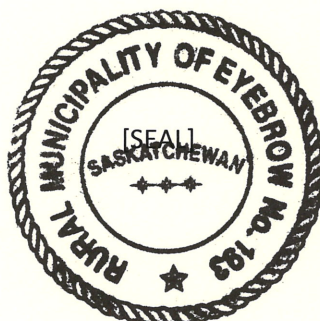
**FOR THE TOWN OF CENTRAL BUTTE**




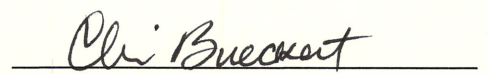
  
(Mayor)

  
(Administrator)

**FOR THE RURAL MUNICIPALITY OF EYEBROW NO. 193**



  
(Reeve)

  
(Administrator)