



RM OF MARTIN NO 122

**BYLAW NO. 253 / 24**


***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 Bylaw No. 236/21 is hereby repealed.



  
\_\_\_\_\_  
Deputy Reeve

  
\_\_\_\_\_  
Chief Administrative Officer

## Exhibit "A"

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

THIS AGREEMENT MADE IN DUPLICATE THIS 04th DAY OF DECEMBER, 2024

BETWEEN:

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

AND

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

AND

THE RURAL MUNICIPALITY OF SILVERWOOD NO 123,  
hereinafter called "RM of 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 firefighting, 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;

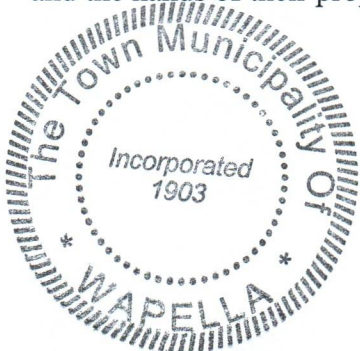
WHEREAS the Town, RM of Martin and RM of Silverwood have agreed to carry out the intent and purpose of the foregoing:

1. RM of Martin and RM of Silverwood agree to each pay the Town a grant of \$3,000 (three thousand dollars) per year for general fire protection costs;
2. RM of Martin and RM of Silverwood agree to each pay the Town a grant of \$2,000 (two thousand dollars) 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 RM of Martin, RM of Silverwood and the Town prior to purchase. RM of Martin and RM of 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 RM of Martin or the RM of Silverwood.
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 24-2024, "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 January 1, 2025. 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

*Jack Matheson*  
Mayor

*Joseph Brady*  
Chief Administrative Officer



RURAL MUNICIPALITY OF MARTIN #122

*Mark Smith*  
Deputy Reeve

*C. Barrett*  
Chief Administrative Officer



RURAL MUNICIPALITY OF SILVERWOOD #123

*Dee Macpherson*  
Reeve

*Jennifer Butler*  
Chief Administrative Officer