

**BYLAW No. 2019 - 4**

**A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE VILLAGE OF  
MONTMARTRE AND RURAL MUNICIPALITY OF MONTMARTRE NO. 126 REGARDING  
FIRE FIGHTING SERVICES**

Subject to and in accordance with s. 13(e) of *The Regional Parks Act, 2013*:

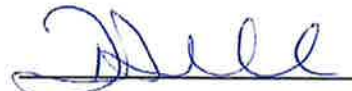
The Kemoca Regional Park Authority of Montmartre in the Province of Saskatchewan enacts as follows:

1. The Kemoca Regional Park Authority is hereby authorized to enter into a Fire Services Agreement with the Village of Montmartre, Saskatchewan, and Rural Municipality of Montmartre No. 126, Montmartre, Saskatchewan, hereafter called the "Montmartre Volunteer Fire Department" and the Kemoca Regional Park Authority of Montmartre, Saskatchewan, hereinafter called the "Regional Park", attached hereto and forming a part of this bylaw, and identified as Exhibit A".
2. The Chairperson and the Secretary/Treasurer of Kemoca Regional Park are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".

Read a third time and adopted  
this 2<sup>nd</sup> day of April, 2019



Chairperson



Secretary/Treasurer

Exhibit "A"

**FIRE PROTECTION SERVICES AGREEMENT**

**BETWEEN:** The Village of Montmartre and Rural Municipality of Montmartre No. 126, Montmartre, Saskatchewan, hereafter called the "Montmartre Volunteer Fire Department",

**AND;** THE KEMOCA REGIONAL PARK AUTHORITY of Montmartre, Saskatchewan, hereafter 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. MONTMARTRE VOLUNTEER FIRE DEPARTMENT:**

- 1) The Montmartre Volunteer Fire Department will provide fire protection services, as hereinafter set out to the corporate limits of the Regional Park, as designated as SouthEast Section 33, Township 14, Range 11, West of Second Meridan and Legal Subdivision 5 of Section 34, Township 14, Range 11, West of the Second Meridan, as outlined on the attached map marked as Appendix "A".
- 2) When the Montmartre Volunteer Fire Department responds to a fire call within the Regional Park, the Montmartre Department will invoice the Regional Park for the service provided.
- 3) Fire fighting fees will be charged by the Montmartre Volunteer Fire Department to all calls attended to within the Regional Park as follows:
  - At initial call (first hour) charge within the R.M. as established by the Department
  - At additional per hour for each additional hour for trucks to standby plus fireman wages as established by the Department
  - At additional hour for trucks when in service plus firemen wages and actual costs of material used as established by the Department
- 4) The Montmartre Volunteer Fire Department will be responsible for their own equipment when providing the fire protection services in the said area.

- 5) The Montmartre Volunteer Fire Department will provide a copy of the fire report to the Regional Park, when it responds to a call within the said area.
- 6) The Montmartre Volunteer Fire Department will be responsible to respond to only one fire at a time.

**B. KEMOCA REGIONAL PARK AUTHORITY:**

- 1) The Regional Park guarantees the Montmartre Volunteer Fire Department, providing fire protection within the boundaries of the Regional Park, will pay for that service, including any additional equipment required to be called in for assistance.
- 2) 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 Montmartre Volunteer Fire Department.

**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 and be continuous with either party able to terminate the contract within ninety days written notice.


In WITNESS WHEREOF the Kemoca Regional Park Authority has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 2<sup>nd</sup> day of April, 2019.

Ron Wuschel  
Chairperson

[Signature]  
Secretary/Treasurer



In WITNESS WHEREOF the Village of Montmartre has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 13 day of February, 2019.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_

Administrator



In WITNESS WHEREOF the Rural Municipality of Montmartre No. 126 has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this 19 day of March, 2019.

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_

Administrator



Appendix "A"

KEMOCA REGIONAL PARK

