

TOWN OF BIRCH HILLS

BYLAW 5/01

A BYLAW TO PROVIDE FOR THE ENTERING INTO AN AGREEMENT RESPECTING FIRE PROTECTION FOR THE RURAL MUNICIPALITY OF ST. LOUIS, NO. 431.

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

1. The Town of Birch Hills is hereby authorized to enter into an agreement, attached hereto and forming part of this bylaw and identified as Exhibit "A", with the following Corporation.

Rural Municipality of St. Louis, No. 431

Rural Municipality of Birch Hills, No. 460

for the purpose stated within the agreement.

2. The Mayor and the Administrator of the Town of Birch Hills are hereby authorized to sign and execute the attached agreement identified as EXHIBIT "A".

INTRODUCED AND READ A FIRST TIME THIS 26th DAY OF JULY 2001

READ A SECOND TIME THIS 26th DAY OF JULY 2001

READ A THIRD TIME BY UNANIMOUS VOTE OF ALL MEMBERS OF THE COUNCIL PRESENT AND PASSED THIS 26th DAY OF JULY A.D. 2001


Mayor


Administrator

Certified a true copy of
Bylaw 5/01 passed by Council on
the 26th day of July 2002

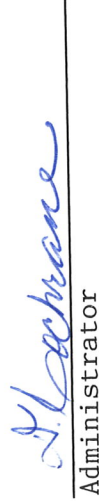

Administrator

EXHIBIT "A"

FIRE PROTECTION AGREEMENT BETWEEN THE TOWN OF BIRCH HILLS
AND THE RURAL MUNICIPALITY OF BIRCH HILLS NO. 460
AND THE RURAL MUNICIPALITY OF ST. LOUIS NO. 431

This agreement made in triplicate this 26th day
of July, A.D. 2001.

BETWEEN

THE TOWN OF BIRCH HILLS, a body corporate with head
office at the Town of Birch Hills in the Province of
Saskatchewan hereinafter called the Party of the First Part.

AND

THE RURAL MUNICIPALITY OF BIRCH HILLS NO. 460, a body
corporate with head office at the Town of Birch Hills in
the Province of Saskatchewan and hereinafter called the
Party of the Second Part.

AND

THE RURAL MUNICIPALITY OF ST. LOUIS NO. 431, a body
corporate with the head office at the village of St. Louis
in the Province of Saskatchewan and hereinafter called the
Party of the Third Part.

WITNESSETH AS FOLLOWS:

WHEREAS the Town of Birch Hills and the Rural Municipality
of Birch Hills No. 460 have entered into an agreement to
provide adequate fire protection within the boundaries of their
municipal corporations; and whereas the Rural Municipality of
St. Louis No. 431 has made a request to the Town of Birch Hills
and the Rural Municipality of Birch Hills No. 460 to provide
adequate fire protection for Division Four (4) and North part of
Division One (1) with Highway 320 as Boundary.

THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

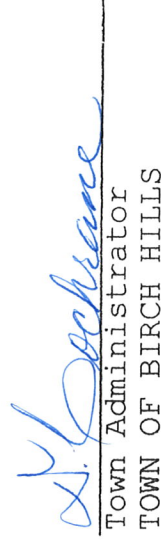
1. The fire trucks and equipment owned by the Town of Birch
Hills and the Rural Municipality of Birch Hills No. 460
may be called upon to answer fire calls within Division 4
and the north part of Division One.

2. There shall be a charge for truck and men for time spent on calls and charged to the land owner in the Rural Municipality of St. Louis No. 431.
3. The Rural Municipality of St. Louis No. 431 shall pay an annual charge of Three Thousand Dollars (\$3,000) to the Town of Birch Hills and the Rural Municipality of Birch Hills No. 460 on or before the first day of January of each year this agreement is in force.
The \$3,000 annual charge includes \$2,000 for Division 4 and \$1,000 for the north part of Division 1.
4. This agreement shall be deemed to be continuous for three years but may be terminated by either party by giving thirty days advance written notice of the intention before January 1st of any year.
5. This agreement shall come into force and take effect from and after the day of final signing of this agreement.

IN WITNESS WHEREOF the Councils of the Town of Birch Hills and the Rural Municipality of Birch Hills No. 460 and the Rural Municipality of St. Louis No. 431 have affixed their respective seal and official signatures this 26th day of July, A.D. 2001.



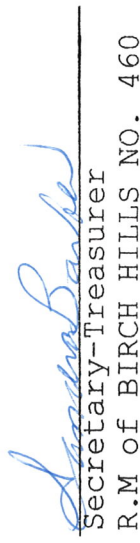
Mayor



Town Administrator
TOWN OF BIRCH HILLS



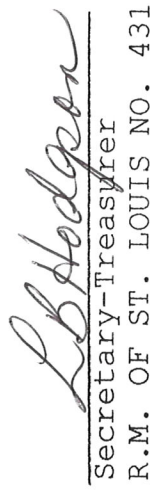
Reeve



Secretary-Treasurer
R.M of BIRCH HILLS NO. 460



Reeve



Secretary-Treasurer
R.M. OF ST. LOUIS NO. 431