

BYLAW NO. 2026-03

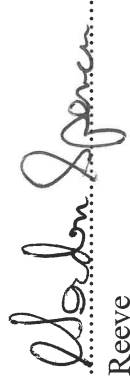
**A BYLAW OF THE RURAL MUNICIPALITY OF MERVIN NO. 499
TO PROVIDE FOR ENTERING INTO AN AGREEMENT
RESPECTING THE TOWN OF TURTLEFORD
AND RM OF MERVIN NO. 499 FIRE ASSOCIATION**

The Council of the Rural Municipality of Mervin No. 499, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Mervin No. 499 is hereby authorized to enter into an agreement with the Town of Turtleford to provide a jointly funded Fire Association.
2. This Bylaw shall be continuous and come into effect on date of final passing by both parties to the agreement.
3. The Reeve and Administrator of the Rural Municipality of Mervin No. 499 are hereby authorized to sign and execute the attached agreement identified as Exhibit 'A'.
4. Bylaw #2021-18 is hereby repealed in its entirety.

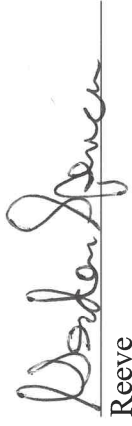
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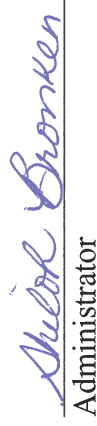



Reeve


Administrator

Certified a true copy of
Bylaw No. 2026-03 adopted by
resolution of Council this 13th
day of January, 2026.


Reeve


Administrator

(S E A L)



TOWN OF TURTLEFORD AND R.M. OF MERVIN #499
FIRE ASSOCIATION AGREEMENT

Certified a True Copy

Dated this 23 day of January 26

THIS AGREEMENT MADE EFFECTIVE the 1ST day of January, 2026.

BETWEEN:

THE TOWN OF TURTLEFORD, in the Province of Saskatchewan

AND:

THE RURAL MUNICIPALITY OF MERVIN No. 499, in the Province of
Saskatchewan

WHEREAS:

- A. The Parties are each authorized by law to provide protective services in the nature of fire protection and vehicle extrication services, both within and outside their municipal boundaries.
- B. The Parties have determined that such powers respecting the forgoing and other related matters may best be exercised jointly.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. Terminology

1.1 For the purposes of this Agreement:

- (a) “Act” shall mean *The Municipalities Act*;
- (b) “Advisory Board” shall have the meaning ascribed in Section 5.4;
- (c) “Annual Meeting” shall mean the meeting held pursuant to Section 5.2;
- (d) “Association” shall mean the Town of Turtleford and R.M. of Mervin #499 Fire Association established by this agreement;
- (e) “Fire Chief” shall mean the Chief, (inclusive of gender) as elected pursuant to Section 3;
- (f) “Contribution Costs” shall have the meaning ascribed in Schedule "B";
- (g) “Department” shall mean the Fire Department;
- (h) “Deputy Chief” shall mean the Deputy Chief elected pursuant to Section 3;
- (i) “Fire Protection Services” shall mean those services set forth in Schedule "A" as well as any service ancillary thereto;
- (j) “Municipality” shall mean one of the towns, villages, resort villages or rural municipalities receiving Fire Protection Services from the Association;
- (k) “Operating Budget” shall have the meaning ascribed in Section 6;
- (l) “Parties” shall mean the parties to this Agreement;
- (m) “Five Year Budget” shall have the meaning ascribed in Section 6;

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2. Fire Protection Services

- 2.1 The Association agrees to provide to the Municipalities Fire Protection Services referenced in Schedule "A" to this Agreement.
- 2.2 The Association shall be responsible for recruiting, training and retaining those persons necessary to provide reasonable service to the Municipalities.
- 2.3 The Association shall be responsible for the acquisition, maintenance, repair and disposition of all supplies and equipment as shall be required to provide reasonable service to the Municipalities. The Association shall own (either by title absolute or as lessee) all supplies and equipment acquired and not disposed of pursuant to this agreement.
- 2.4 The Parties agree that:
 - (a) The Association may provide services by way of mutual assistance to other Municipalities.
 - (b) It is understood and agreed that the resources available to provide the foregoing services may not permit full provision of all services at all times, particularly where service calls should occur at the same time.

3. Election and Responsibility of Senior Officers of the Association

- 3.1 On a two-year rotation, the Fire Department shall hold an election by secret ballot to select a Fire Chief and two (2) Deputy Chiefs for a two-year term of office.
- 3.2 The Fire Chief shall be the Chief Operating Officer of the Association and responsible for all day-to-day operations.
- 3.3 All Deputy Chiefs shall report to the Fire Chief, and the Fire Chief shall be responsible for all staff decisions.
- 3.4 The election rules shall be:
 - (a) To be eligible to vote a Firefighter must be 18 years of age and have been a member of the department for a minimum of 6 months prior to the election.
 - (b) To be eligible to run for either office, a Firefighter must be eligible to vote.
 - (c) The election of the Fire Chief will be conducted first. If more than one person is nominated to run for Fire Chief, the unsuccessful candidate(s) shall be able to be nominated to run for one of the Deputy Fire Chiefs' positions if nominated.
 - (d) The Town Administrator shall conduct the election at a regular Fire Department meeting.
- 3.5 The Municipalities will approve the election of officers at their regular meeting following the election.

4. Firefighters

- 4.1 The Department shall provide Fire Protection Services for each Municipality, and each Municipality shall ensure that it has taken all necessary steps to ensure that the Department enjoys that status within the Municipality.
- 4.2 All Firefighters shall sign an oath of confidentiality annually.



5. Governance, Advice, and Consultation

5.1 The Department is managed by the Fire Chief, subject to the provisions of this Agreement.

5.2 Annual Meeting

A meeting shall be convened annually prior to June 30th on a date selected by the Fire Chief after consultation with the Parties to this Agreement (the "**Annual Meeting**"), to which the senior officers of the department and the councils of each party shall be invited. Each party to this agreement will use its best efforts to obtain a full turnout of all persons invited. The Fire Chief shall notify the Advisory Board of the date of the Annual Meeting once it has been set. The agenda for each annual meeting shall consist of the following (with personnel matters to be discussed in the absence of the affected volunteer of Association):

- (a) Such report or reports as the Fire Chief shall consider appropriate;
- (b) Any proposed changes to this Agreement;
- (c) The Five-Year Budget for Association;
- (d) The Annual Budget for Association;
- (e) Personnel matters

5.3 Reports to Council

The Fire Chief shall report to a council meeting of each Party up to three times per year at such times as may be mutually agreed upon.

5.4 Advisory Board

Each Party shall, no later than January 31st each year, appoint 2 elected officials to an Advisory Board, which shall meet to provide advice to the Fire Chief respecting the better provision of service to each of the Parties. The CAO of the R.M. of Mervin #499 and the Administrator of the Town of Turtleford along with the Fire Chief and Deputy Chiefs will be non-voting members of the Advisory Board. The Advisory Board will meet four times per year, when the Fire Chief considers it appropriate. The Advisory Board may meet at other times during the year. Each Municipality shall use its best efforts to ensure that all its appointees attend each meeting.

6. Funding and Financial Management

6.1 The operating and capital costs of the Association shall be funded in accordance with the formula set out in Schedule "B".

6.2 At the initial Annual Meeting held pursuant to this agreement, and every year thereafter, the Parties to this agreement shall review and provide comment on:

- (a) The Five-Year Asset Management Plan, together with the associated cost projections; and
- (b) Current Operating Budget

The operating budget shall consist of separate line items for the Association's operations, inclusive of:

- (A) Revenue from Contributions and Calls;
- (B) Building Expenses including the Lease;
- (C) Remuneration;

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- (D) Professional Services;
- (E) Material and Supplies;
- (F) Equipment Repairs;
- (G) Amortization
- (H) Insurance;
- (I) Memberships and Licenses;
- (J) Fire Prevention;
- (K) Awards and Celebrations;
- (L) Equipment Costs;
- (M) Capital Purchases

6.3 The Association will, save in the case of unforeseen circumstances, adhere to the budget set at the Annual Meeting.

6.4 The Advisory Board has explicit discretion, with respect to capital purchases, to authorize additional acquisitions so long as the item is listed on the approved 5-Year Asset Management Plan and does not exceed fifty (50%) percent of the current funds in savings and investments.

7. Insurance and Indemnity

7.1 The Association shall be responsible for insuring against loss and damage of all property owned by the Association.

7.2 The Association shall be responsible for acquiring and maintaining, through the Parties or otherwise, reasonably sufficient liability insurance to protect all volunteers, employees, agents and servants of the Association, and volunteers appointed to the Association, and for the Parties and their representatives.

7.3 The Parties, to the extent permitted by law and by their insurers, shall further indemnify and save harmless the Association, the members of the Advisory Board, and any volunteers, employees agents or servants of the Association with respect to any third party claim not otherwise covered by insurance placed by the Association.

8. Financial Records Reporting and Audit

8.1 Financial Records

(a) The Town of Turtleford will maintain the financial records for the Association.

(b) The Association shall be responsible for ensuring that its financial records are maintained in accordance with good accounting practice.

8.2 Financial Statements

(a) Prior to the Annual Meeting, the Association shall circulate for consideration the most recent audited financial statements and other financial documents to the Parties:

- (i) Statement of Revenue and Expenditure;
- (ii) Statement of Variance from Budget;
- (iii) Proposed Operating Budget for the next following year;
- (iv) Proposed Amendments to the Five-Year Budget; and
- (v) Such other statements as may be required by agreement of the Parties.

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8.3 Audit

(a) The Financial Statements of the Association shall be audited in accordance with *The Municipalities Act*.

(b) The auditor of either the Town of Turtleford or the R.M. of Mervin #499 shall make an examination of the books, accounts, and records, at least once each year.

9. Use of Equipment and Building

9.1 Each Party shall be entitled to use certain facilities operated by the Association at its main location specifically the boardroom, training room and/or kitchen provided that a prior booking is made with the Fire Chief.

9.2 There shall be no charge made for the use of equipment or building as provided above.

10. Service Charges

10.1 Fire Protection Service Fees shall be charged by the Association for all calls attended within the R.M. of Mervin No. 499 as follows: at the hourly rate set by Saskatchewan Government Insurance (SGI). Property owners where the service was provided will be invoiced to a maximum total charge set by the R.M. of Mervin No. 499 by bylaw and any service fees that exceed that maximum total charge, shall be invoiced to the R.M. Additional response services such as water trucks, graders, other emergency agencies including other fire services, etc. shall be charged on a cost recovery basis and included as part of the invoice for service provision.

10.2 Fire Protection Service Fees shall be charged by the Association for all calls attended within the Town of Turtleford as follows: at the hourly rate set by Saskatchewan Government Insurance (SGI). Property owners where the service was provided will be invoiced to a maximum total charge set by the Town of Turtleford by bylaw and any service fees that exceed that maximum total charge, shall be invoiced to the Town. Additional response services such as water trucks, graders, other emergency agencies including other fire services, etc. shall be charged on a cost recovery basis and included as part of the invoice for service provision.

10.3 Fees for False Alarms shall be charged by the Association to all false alarm calls to the same location within 365 days as follows: \$500.00 for the 2nd false alarm, \$1,000.00 for the 3rd false alarm and \$2,000.00 for the 4th false alarm and each subsequent false alarm.

10.4 Fire Protection Service Fees shall be charged by the Association to all calls attended outside the boundaries of the Town of Turtleford and R.M. of Mervin #499 boundaries (e.g., Village of Mervin, Resort Village of Kivimaa-Moonlight Bay, and R.M. of Frenchman Butte #501) as follows: at the hourly rate set by Saskatchewan Government Insurance (SGI). Additional response services such as water trucks, graders, and other emergency agencies including fire services, etc. shall be charged on a cost recovery basis. The Association will send the invoice to the municipality where the callout occurs.

10.5 Fire Protection and/or Vehicle Extrication Services for Motor Vehicle Incidents shall be charged by the Association to all rescue calls at the hourly rate set by SGI for fire protection and/or vehicle extrication.

11. Term of Agreement

It is understood and agreed that this agreement will commence on January 1, 2026 and be continuous with either party able to terminate the contract with ninety-day written notice.

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12. Amendment

This Agreement may be amended by way of written agreement bearing the signatures of all Parties.

13. Notice

1. For the purpose of any notice provided herein, the following addresses shall be used, unless and until a Party shall provide the other Parties with written notice of change.

(a) To the Rural Municipality of Mervin #499:

Chief Administrative Officer
R.M. of Mervin #499
Box 130
TURTLEFORD SK S0M 2Y0

(b) To the Town of Turtleford:

Administrator
Town of Turtleford
Box 38
TURTLEFORD SK S0M 2Y0

2. Notice sent to the foregoing addresses shall be deemed to be given three business days after the date of mailing.

14. Dispute Resolution

- (a) Where a dispute arises with respect to this Agreement or any other matter involving the Association, the Parties agree that all reasonable efforts will be made to negotiate a solution to the dispute.
- (b) Where a dispute arises with respect to this Agreement or any other matter which is not expressly or implicitly dealt with herein, such dispute shall be resolved based on what the reasonable expectation of the Parties would have been, had they addressed their minds to the matter at the time of the making of this Agreement.
- (c) Where any dispute arises, and cannot be resolved by agreement, the Parties hereby agree that the matter will be referred to the Ministry of Justice Dispute Resolution Office.

15. Dissolution

A Party may withdraw from the Association by providing at least one hundred & eighty (180) days written notice to the other Party. The withdrawing Party's interest in the Association shall be valued as of the effective date of withdrawal, and the other Party shall have the option to purchase the withdrawing Party's interest. The purchase price, to be paid within 90 days of the valuation date, shall be the fair market value of the assets, less liabilities, and the withdrawing Party shall be released from any further liability. This clause is subject to the condition that the withdrawal does not cause a breach of any existing partnership agreements or obligations.

16. General

- (a) These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.



- (b) Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- (c) All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- (d) This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

THE RURAL MUNICIPALITY OF MERVIN NO. 499



SEAL

Per: Gordon Spencer
Reeve

Per: Mike Gronker
CAO

THE TOWN OF TURTLEFORD



Per: [Signature]
Mayor

Per: [Signature]
Administrator

SCHEDULE “A”

1. Fire Protection Services

The Association shall provide the Municipalities the following "Fire Protection Services":

- (a) Fire Suppression, including structural fires, wildland fires, equipment and vehicle fires;
- (b) Motor Vehicle Incident response, including extrication, and traffic control;
- (c) Assist with the landing of STARS helicopters;
- (d) Public Education services, including fire prevention programs and safety programs;
- (e) Upon request assist with ground search and rescue services for missing persons.

Don P.D.
R.D. AB

SCHEDULE "B" FUNDING

1. Municipal Contributions

The Association shall provide **Fire Protection Services** to the following municipalities, provided each pays the **per parcel rate of \$45.00**, based on parcel counts as determined by the **Saskatchewan Assessment Management Agency (SAMA)**:

Name	SAMA Parcels	Rate/Parcel	Yearly Contribution
Village of Mervin	172	\$45.00	\$7,740.00
R.M. of Mervin #499	3473	\$45.00	\$156,285.00
Town of Turtleford	326	\$45.00	\$14,670.00
R.M. of Frenchman Butte #501	486	\$45.00	\$21,870.00
Totals	4457	\$45.00	\$200,565.00

2. Party Contributions

Any additional contributions required to balance the budget exceeding the established per parcel rate shall be shared equally between the Parties, with each Party responsible for 50% of the excess amount.

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