

Bylaw
Amendments

No. 4-96 ✓ Sch B

No. 3-93 ← Sch A

No. 5-04 Sch C

No. Repealed

BYLAW NO. 5/84

A BYLAW OF THE RURAL MUNICIPALITY OF LUMSDEN NO. 189 AUTHORIZING
THE COUNCIL OF THE SAID MUNICIPALITY TO ENTER INTO AGREEMENTS FOR
INTER-MUNICIPAL FIRE PROTECTION

Bylaw
Amendments

No. 14/89 Sch C

No. 1/99 Sch C

No. 4/15 Sch A

No. Repealed

No. _____ No. _____

WHEREAS provision is made in the Rural Municipality Act, 1972,
Section 241, enabling the Council to pass bylaws entering into
agreements with any other municipality providing for the carrying out
of any service that each could lawfully carry out alone within its
own territorial limits, and

WHEREAS the Council of the Rural Municipality of Lumsden No. 189
deems it expedient to enter into inter-municipal fire protection
agreements;

Now THEREFORE the Council of the Rural Municipality of Lumsden
No. 189, in the Province of Saskatchewan enacts as follows:

(1) THAT the proposed agreements hereunto annexed and marked as
Schedules "A", "B", "C", to this Bylaw and which are deemed
to be part of this Bylaw, being duplicate agreements.

BETWEEN: THE RURAL MUNICIPALITY OF LUMSDEN NO. 189
(hereinafter called the R.M.)

OF THE FIRST PART

AND ~~"A" THE TOWN OF LUMSDEN~~
"B" THE VILLAGE OF CRAVEN
"C" THE TOWN OF REGINA BEACH

OF THE SECOND PART

BE and the same is hereby ratified and confirmed.

(2) THAT the Reeve and Administrator for the Rural
Municipality of Lumsden No. 189 be and they are hereby
authorized and empowered to sign the said agreements on
behalf of the said R.M. and affix thereto the corporate seal
of the R.M.

K. R. Busby
Reeve

J. E. Spies
Administrator

CERTIFIED A TRUE COPY
of Bylaw No. 5/84
passed by resolution
of Council on the 5th
day of November 1984.

J. E. Spies
Administrator.

Amd
4/15

Amd
4/15

"Schedule A"

Bylaw
Amendments

AGREEMENT made in duplicate this 26 day of November, 1984

No. 3/93

BETWEEN:

THE TOWN OF LUMSDEN
"hereinafter referred to as the Town"

No.

AND

THE RURAL MUNICIPALITY OF LUMSDEN #189
"hereinafter referred to as the R.M."

No.

Repealed

WHEREAS the Town of Lumsden is the owner of fire fighting equipment and agrees to supply one fire truck, normally equipped, and personnel to fight fires occurring within the boundaries of the Rural Municipality of Lumsden No. 189 whenever called upon to do so, on the understanding that all calls received will be responded to at the discretion of the Lumsden Fire Department.

No. 4/15

AND WHEREAS the Rural Municipality of Lumsden No. 189 agrees to pay for such services at the rate hereinafter set out.

THIS INDENTURE WITNESSETH AS FOLLOWS:

That both parties agree to operate in accordance with regulations issued under the Municipal Revenue Sharing Act, 1978, that in consideration of the foregoing and the mutual covenants, conditions and undertakings hereinafter contained to be observed and carried out by both parties covenant and agrees as follows:

1. The Town covenants and agrees that when requested, to respond at the discretion of the Lumsden Fire Department, to fires occurring within the boundaries of the R.M. by dispatching one fire truck with normal equipment accompanied by personnel.
2. The Town agrees that personnel accompanying such fire truck will use their best endeavour to control and suppress any fire to which they attend and to prevent it from spreading.
3. The R.M. agrees that it will upon receipt of a statement from the Town, pay to the Town Two Hundred Dollars (\$200.00) per fire call when ever the Town's fire truck and personnel is dispatched into the boundaries of the R.M.
4. For purposes of acquiring the grant under the Municipal Revenue sharing Act, 1978, the R.M. Agrees to allocate a population of 740 to this inter-municipal fire protection agreement and to annually pay to the Town the equivalent grant received for this purpose.
5. The Town agrees to use the funds received under the Municipal Revenue Sharing Act, 1978 and this agreement for the purpose of replacing hoses, pumps and other equipment on the fire trucks and for general maintenance and operation of the fire department. Any accumulated balance remaining may be used for the purpose of purchasing new fire fighting equipment.
6. This agreement shall be continuous but may be terminated by either party by giving one months notice in writing.

THE TOWN OF LUMSDEN

D.L. Holloway
Mayor

[Signature]
Town Administrator

THE RURAL MUNICIPALITY OF LUMSDEN NO. 189

K.R. Busby
Reeve

[Signature]
Administrator

"Schedule B"

Replaced
4-96

AGREEMENT MADE IN DUPLICATE THIS 10th day of December, 1984

Between: THE VILLAGE OF CRAVEN
"hereinafter referred to as the Village"

AND THE RURAL MUNICIPALITY OF LUMSDEN #189
"hereinafter referred to as the R.M."

WHEREAS the Village of Craven is the owner of fire fighting equipment and agrees to supply one fire truck, normally equipped, and personnel to fight fires occurring within the boundaries of the Rural Municipality of Lumsden No. 189 whenever called upon to do so, on the understanding that all calls received will be responded to at the discretion of the Village of Craven Fire Department.

AND WHEREAS the Rural Municipality of Lumsden No. 189 agrees to pay for such services at the rate hereinafter set out.

THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT both parties agree to operate in accordance with regulations issued under the Municipal Revenue Sharing Act, 1978, that in consideration of the foregoing and the mutual covenants, conditions and undertakings hereinafter contained to be observed and carried out by both parties covenant and agrees as follows:

1. The Village covenants and agrees that when requested, to respond at the discretion of the Village of Craven Fire Department, to fires occurring within the boundaries of the R.M. by dispatching one fire truck with normal equipment accompanied by personnel.
2. The Village agrees that personnel accompanying such fire truck will use their best endeavour to control and suppress any fire to which they attend and to prevent it from spreading.
3. The R.M. agrees that it will upon receipt of a statement from the Village, pay to the Village two Hundred Dollars (\$200.00) per fire call whenever the Village's fire truck and personnel is dispatched into the boundaries of the R.M.
4. For purposes of acquiring the grant under the Municipal Revenue Sharing Act, 1978, the R.M. agrees to allocate a population of 308 to this inter-municipal fire protection agreement and to annually pay to the Village the equivalent grant received for this purpose.
5. The Village agrees to use the funds received under the Municipal Revenue Sharing Act, 1978 and this agreement for the purpose of replacing hoses, pumps and other equipment on the fire truck and for general maintenance and operation of the fire department. Any accumulated balance remaining may be used for the purpose of purchasing new fire fighting equipment.
6. This agreement shall be continuous but may be terminated by either party by giving one month's notice in writing.

VILLAGE OF CRAVEN

Fred Koop Mayor

Sylvia Loweck Administrator

R.M. of LUMSDEN #189

K. R. Busby Reeve

J. G. Spicer Administrator

"Schedule C"

Bylaw
Amendments

Agreement

This agreement made this 29 day of November 1984

No. 14/89

No. 1/99

No. 5/04

BETWEEN:

The Town of Regina Beach

-and-

The Rural Municipality of Lumsden No. 189

No.

Repealed

WHEREAS occupants of rural residences in the Rural Municipality of Lumsden No. 189 from time to time request the assistance of the Village of Regina Beach Fire Department.

AND WHEREAS the remuneration paid to the volunteer firemen and the upkeep of the fire equipment is paid for by the Town of Regina Beach, it is deemed desirable for the Rural Municipality of Lumsden No. 189 to pay for the cost of attending fires in said rural municipality under the following conditions:

1. The Regina Beach Fire Department will attend fires in the Rural Municipality of Lumsden No. 189 on call at the discretion of the Regina Beach Fire Department's Fire Chief, or in his absence a Deputy Fire Chief, provided always that the fire equipment is not required at that time to attend a fire in the Town of Regina Beach.
2. The decisions as to when and how a fire will be fought will be at the discretion of the Regina Beach Fire Department's Fire Chief or in his absence a Deputy Fire Chief and his decision will be final.
3. The undertaking by the Town of Regina Beach to fight fires in the Rural Municipality of Lumsden No. 189 is not a guarantee, it is merely conferring a benefit and not a right.
4. The Town of Regina Beach and the Regina Beach Fire Department will be saved harmless from any action by the volunteer firemen providing they acted within the scope of their employment and under the supervision or direction of the fire chief or a deputy fire chief.
5. The Rural Municipality of Lumsden No. 189 will reimburse the Town of Regina Beach for each fire attended at the following rates:
 - (a) No. 1 Fire truck - \$20.00 per hour.
 No. 2 Fire truck - \$20.00 per hour.
 Firemen - \$ 5.00 per hour.
 Fire extinguishers - actual cost to have any fire extinguisher used recharged.
 Miscellaneous fire equipment - replacement of broken or damaged equipment.
 - (b) Time to be from time firemen reported to fire hall until equipment and men are back to fire hall.
6. This agreement may be cancelled by either party upon six months notice in writing. Such notice to be by personal delivery or by registered mail.

IN WITNESS WHEREOF the parties hereto have hereunder affixed their corporate seals.

Village of Regina Beach

B. B. Burns
Mayor

Geard Petrus
Administrator

The Rural Municipality of Lumsden No. 189

B. R. Busby
Reeve

J. E. Jones
Administrator