

BYLAW NO. 2/95

A BYLAW OF THE TOWN OF LUMSDEN AUTHORIZING THE COUNCIL OF THE SAID TOWN TO ENTER INTO AN AGREEMENT FOR INTER-MUNICIPAL FIRE PROTECTION

WHEREAS provision is made in the Urban Municipality Act, 1984, Section 136 (2), enabling the Council to pass bylaws entering into an agreement with any other municipality for the furnishing of fire fighting services or the use of fire fighting equipment of the municipality in extinguishing fires outside of the municipality, and

WHEREAS the Council of the Town of Lumsden deems it expedient to enter into an inter-municipal fire protection agreement;

NOW THEREFORE the Council of the Town of Lumsden, in the Province of Saskatchewan enacts as follows:


(1) THAT the proposed agreement hereunto annexed and marked as Schedule "A" to this Bylaw and which is deemed to be part of the Bylaw, being a duplicate agreement

BETWEEN: THE TOWN OF LUMSDEN  
(hereinafter called "the Town")  
OF THE FIRST PART

AND THE VILLAGE OF DISLEY  
(hereinafter called the "Village.")  
OF THE SECOND PART

be and the same is hereby ratified and confirmed.

(2) THAT the Mayor and Town Administrator for the Town of Lumsden be and they are hereby authorized and empowered to sign the said agreements on behalf of the said Town and affix thereto the corporate seal of the Town.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Administrator

CERTIFIED A TRUE COPY  
of Bylaw No. 2/95 passed  
by resolution of Council  
on the 27th day of February, 1995.

  
\_\_\_\_\_  
Town Administrator

THIS IS SCHEDULE "A" TO BYLAW NO. 2/95

AGREEMENT made in duplicate this 27 day of FEBRUARY 1995.

BETWEEN:

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

AND

THE VILLAGE OF DISLEY  
"hereinafter referred to as the  
Village."

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 Village of Disley when ever called upon to do so, on the understanding that all calls received will be responded to at the discretion of the Lumsden Volunteer Fire Department.

AND WHEREAS the Village of Disley agrees to pay for such services at the rate hereinafter set out.

THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Town covenants and agrees that when requested, to respond, at the discretion of the Lumsden Volunteer Fire Department, to fires occurring within the boundaries of the Village 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 endeavor to control and suppress any fire to which they attend and to prevent it from spreading.
3. The Village agrees that it will upon receipt of a statement from the Town, pay to the Town the amount of FIVE HUNDRED -- (\$500.00) 00/100 -- DOLLARS per fire call when ever the Town's fire truck and personnel is dispatched into the boundaries of the Village.
4. The Village further agrees to annually pay to the Town a grant in the amount of SEVENTY FIVE -- (\$75.00) -- 00/100 DOLLARS to be used for general maintenance and/or capital purchase of fire equipment.
5. This agreement shall be continuous but may be terminated by either party by giving one months notice in writing.

THE TOWN OF LUMSDEN

D. Koppstein  
Mayor

[Signature]  
Town Administrator

THE VILLAGE OF DISLEY

[Signature]  
Mayor

[Signature]  
Village Clerk