

BYLAW NO. 5-2004

A BYLAW TO AMMEND BYLAW NO. 1/99

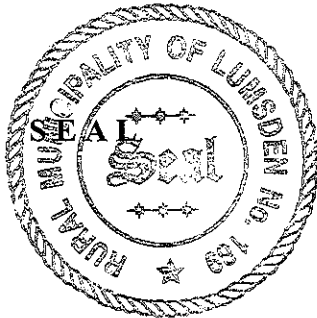
The Council of the Rural Municipality of Lumsden No. 189 in the Province of Saskatchewan enacts as follows:

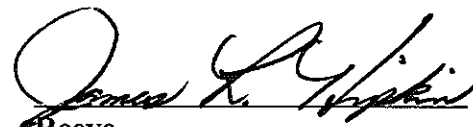
1. That Bylaw No. 1/99, being a Bylaw to amend Bylaw No. 5/84, a Bylaw Authorizing Council to enter into agreements for Inter-Municipal Fire Protection be amended in the following manner:

by replacing *Schedule "C"* with a new *Schedule "C"* as attached hereto.

Readings

Read a first time this	<u>11th</u>	Day of <u>August</u> ,	2004.
Read a second time this	<u>11th</u>	Day of <u>August</u> ,	2004.
Read a third time this	<u>16th</u>	Day of <u>September</u> ,	2004

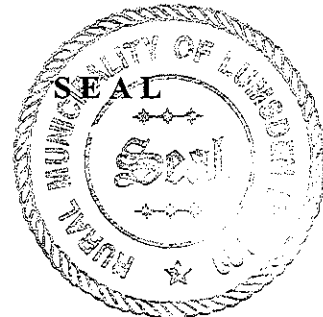



Reeve


Administrator

Certified to be a true copy of Bylaw No. 5-2004 adopted by Council on the 16th day of September, 2004.


Administrator



Schedule C

FIRE AGREEMENT

This agreement made this 9 day of August, 2004.

BETWEEN:

TOWN OF REGINA BEACH

- and -

RURAL MUNICIPALITY OF LUMSDEN NO. 189

WHEREAS the Rural Municipality of Lumsden has requested the assistance of the Town of Regina Beach Fire Department.

AND WHEREAS the remuneration paid to the volunteer firefighters, the upkeep and replacement of the fire equipment and the purchase of new equipment are paid for by the Town of Regina Beach, it is deemed desirable for the Rural Municipality of Lumsden to contribute towards these costs under the following conditions:

1. The Regina Beach Fire Department will attend fires in the Rural Municipality of Lumsden 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 decision 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 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 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 firefighters provided they act within the scope of their employment and under the supervision or direction of the Fire Chief or Deputy Fire Chief.
5. (a) The Rural Municipality of Lumsden will pay to the Town of Regina Beach a flat charge of \$75.00 per month, to be billed quarterly in advance.

(b) The Rural Municipality of Lumsden will reimburse the Town of Regina Beach for each fire attended at the following rates:

Rapid Response Vehicle - \$350./call plus \$150./hr.
Pumper - \$350./call plus \$150./hr.
Firefighters - \$20./hr.
Bus is free

(c) Time to be from time firefighters reported to the fire hall until equipment and firefighters are back at fire hall and equipment is put away.

6. This agreement may be amended at any time by mutual agreement.
7. This agreement may be canceled by either party upon six months notice in writing. Such notice to be by personal delivery or by registered mail.
8. This agreement to take effect upon signing and to continue in effect thereafter until canceled, as provided in paragraph 7.

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

SIGNED AND SEALED BY the Town of
Regina Beach in the presence of:

Judy Heroux
Witness

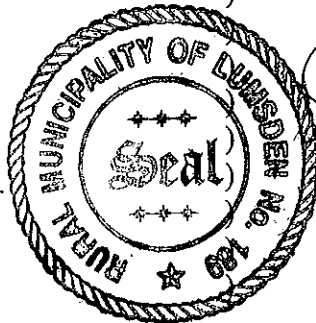


J. C. Schaba
MAYOR

Paul Peters
ADMINISTRATOR

SIGNED AND SEALED BY the Rural
Municipality of Lumsden in the
presence of:

Judy Heroux
Witness



James R. Hupkin
REEVE

W. Z. [Signature]
ADMINISTRATOR