

BYLAW NO. 2011-5

**A BYLAW OF THE TOWN OF LAMPMAN
TO AUTHORIZE THE ENTERING INTO AN
AGREEMENT TO PROVIDE INTER-MUNICIPAL
FIRE AND RESCUE PROTECTION SERVICE WITH
THE RURAL MUNICIPALITY OF BENSON NO. 35**

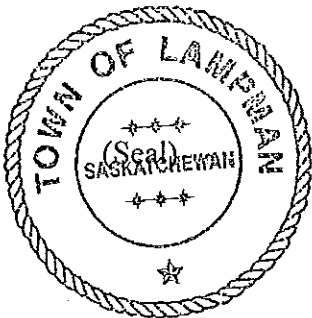
The Council of the Town of Lampman, in the Province of Saskatchewan, enacts as follows:


1. The Town of Lampman is hereby authorized to enter into an Agreement with the Council of the Rural Municipality of Benson No. 35, the terms of which are attached and marked as Exhibit "A" hereto, for the purpose of providing fire and rescue protection services to the Rural Municipality of Benson No. 35.
2. The Mayor and Administrator of the Town of Lampman are hereby authorized to sign and execute the Agreement, the terms of which are set out in Exhibit "A", as referred to herein.
3. This Bylaw shall come into force and take effect on the 3rd day of Nov, 2011.

INTRODUCED AND READ A FIRST TIME THIS 3rd DAY OF NOVEMBER, 2011.

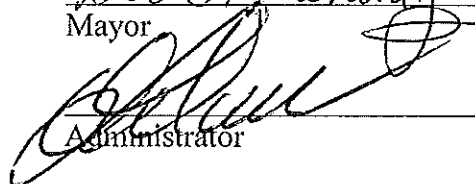
READ A SECOND TIME THIS 3rd DAY OF NOVEMBER, 2011.

READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE COUNCIL PRESENT THIS 3rd DAY OF NOVEMBER, 2011.






Mayor



Administrator

Certified a true copy of Bylaw No. 2011-5
passed by resolution of the Council present
at their regular meeting on Nov 3, 2011.



Administrator

Exhibit "A" to Bylaw No. 2011-~~5~~

**AGREEMENT BETWEEN THE TOWN OF LAMPMAN
AND
THE RURAL MUNICIPALITY OF BENSON NO. 35
FOR THE PROVISION OF FIRE AND RESCUE PROTECTION SERVICES**

THIS AGREEMENT MADE IN DUPLICATE WITH EFFECT FROM AND AFTER THE
1ST DAY OF JANUARY, 2012.

BETWEEN:

TOWN OF LAMPMAN, of Box 70, Lampman, in the Province of Saskatchewan;

(hereinafter referred to as "the Town")

AND

RURAL MUNICIPALITY OF BENSON NO. 35, of Box 69, Benson, in the
Province of Saskatchewan;

(hereinafter referred to as "the Rural Municipality")

WHEREAS the Town and the Rural Municipality are desirous of entering into an agreement regarding the provision of fire and rescue protection services by the Town to the Rural Municipality;

AND WHEREAS the Rural Municipality is prepared to reimburse the Town for the cost of providing fire and rescue protection services as set out herein;

NOW, THEREFORE, this Agreement witnesses in consideration of the mutual covenants on behalf of the parties hereto as follows:

1. The Town covenants and agrees to provide the Rural Municipality with fire and/or rescue protection services on the following terms and conditions:
 - a. The fire and/or rescue protection services to be provided by the Town to the Rural Municipality shall consist of such fire suppression equipment, rescue equipment, vehicles and fire and rescue personnel as the Fire Chief of the Town's Fire and Rescue Department, or his delegate, may in his sole discretion decide is necessary or advisable to send to the location of a fire or rescue situation in the Rural Municipality.
 - b. The Town shall respond to all calls for fire and rescue protection services received by its Fire and Rescue Department for fire and rescue located in the areas outlined on the map, Exhibit "B", as attached to, forming part of this agreement.

- c. In the event that the Rural Municipality wishes to extend the fire and/or rescue protection services to parts of the Rural Municipality other than those parts outlined on the attached Exhibit "B" map on a regular basis, the Rural Municipality shall apply, in writing to the Town Council. The fire and/or rescue protection services to be provided by the Town shall apply to the fire and/or rescue located in such additional division, divisions or parts of divisions approved by the Town. Such amendments shall be made by Bylaw of the Town.
 - d. The Town agrees to provide fire and/or rescue protection services based upon the agreement that the choice of fire and/or rescue equipment to be used shall be at the discretion of the Fire Chief or his delegate, after taking into consideration the type, severity, and location of the fire or accident.
 - e. In the event of inclement weather or poor road conditions existing, all attempts shall be made by the fire and rescue department to reach the fire or accident. In the event that these efforts fail, the Town shall not be liable to provide fire suppression services as provided otherwise in this agreement.
 - f. Not all of the volunteer members of the Lampman Fire and Rescue Department shall respond to a fire located outside the boundaries of the Town.
 - g. The Fire Chief, or his delegate, is authorized to summon another fire department for additional assistance, when in his opinion, additional assistance is required. The charges relative to the response of additional fire and/or rescue department services shall be the responsibility of the Rural Municipality.
2. The Rural Municipality covenants and agrees to pay the Town for the provision of fire and/or rescue protection services as provided in the agreement as follows:
- a. For each and every response for fire and/or rescue protection services by the Town for a fire or accident located in the Rural Municipality:
 - i. For the fire and/or rescue vehicles and equipment at the Town's then current rates. These rates shall be as determined by the Council of the Town from time to time, and shall be effective no sooner than thirty (30) days after notification is sent to the Rural Municipality of the then current rates.
 - ii. For each member of the Lampman Fire and Rescue Department attending at the location of the fire and/or accident in the Rural Municipality, the wages of such members of the Lampman Fire and Rescue Department at the Town's then current rates.
 - iii. An amount equal to the cost of all fire suppression chemicals consumed by the Town's fire and rescue department in suppressing a fire located the Rural Municipality.

- iv. An annual standby payment towards the cost of maintenance of fire and rescue protection services equipment and operating the Lampman Fire and Rescue Department, which shall be established at Seventy-Five (\$75.00) Dollars per section covered under this agreement, as shown on the attached Exhibit "B" map, payable the thirty-first day of January of each year. The annual standby payment may be subject to change annually to an amount to be determined by the Town upon thirty (30) days written notice to the Rural Municipality.
 - v. An amount equal to the percentage (%) of the Rural Municipality's share of the total land covered by the Lampman Fire and Rescue Department, for capital costs. This capital cost is payable to the Town when the capital expenses for fire and/or rescue equipment for the Town's fire and rescue department is incurred by the Town.
 3. The Rural Municipality covenants and agrees to indemnify and save harmless the Town, its officers, servants and employees, including members of the Town's Fire and Rescue Department against all actions, suits, claims, damages, costs and liabilities arising out the Town, its officers, servants and employees, including the Town's fire and rescue department carrying out the terms of this agreement including but so as not to restrict the generality of the foregoing, any damage to property and any injury to or death of any person occasioned by the Town, its officers, servants and employees, including members of the Town's fire and rescue department, rendering fire and/or rescue protection services at a fire or accident located in the Rural Municipality.

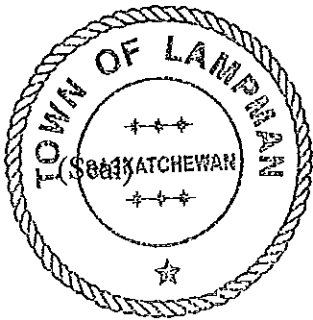
IT IS UNDERSTOOD AND AGREED between the parties hereto that the term of this Agreement shall commence of the 1st day of **January, 2012** and terminating on the 31st day of **December, 2016**.

IT IS FURTHER UNDERSTOOD and agreed between the parties hereto that either party may terminate the within agreement upon giving ninety (90) days notice in writing to the other party of such intention to terminate the within agreement, and the within agreement shall terminate upon the expiration of ninety (90) days from the date of giving such notice to terminate.

AND FURTHER UNDERSTOOD that unless written notification is received from either party at least ninety (90) days prior to the date of termination, stating that the party does not agree to the renewal of the agreement, OR where either party has identified amendments which, in their opinion, is necessary to the agreement, this agreement shall automatically be renewed for a like term. In the event that either party identifies necessary amendments to the agreement, these amendments, once agreed to by both Councils, shall be adopted by amending bylaw, and the amending bylaw, together with this Agreement shall serve as the agreement for the next period.

IN WITNESS WHEREOF the Town of Lampman has set its hand and seal by its proper officers this 3rd day of November, 2011, and the Rural Municipality of Benson No. 35 has set its hand and seal by its proper officers this day of , 2011.

TOWN OF LAMPMAN



Scott Greenidge
Mayor

[Signature]
Administrator

RURAL MUNICIPALITY OF
BENSON NO. 35



[Signature]
Reeve

[Signature]
Administrator

Certified a true copy of Bylaw No. 2011-5
passed by resolution of the Council present
at their regular meeting on Nov 3, 2011.

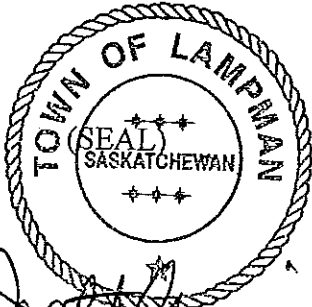
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Administrator

SCHEDULE 1
To Fire Protection Agreement Between
The Town of Lampman
And
The Rural Municipality of Benson No. 35

The Town of Lampman will advise all contributing parties on a yearly basis of any capital purchases planned for its Fire and Rescue Department.

If there is a capital purchase of an urgent nature (eg. "blown" motor in fire truck), all contributing parties will be notified as soon as the Town is made aware of this situation.

The Mayor of the Town of Lampman will endeavour to meet with the Reeves of each contributing party in January of each year to advise them of any planned capital purchase for Lampman Fire and Rescue.



Scott Greenery

Mayor

David Hart

Reeve



TOWN OF LAMPMAN

[Signature]

Administrator

R.M. OF BENSON NO. 35

Laureen Keating

Administrator

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R.M. of BROWNING No. 34

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