

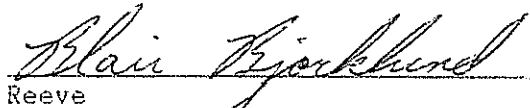
BYLAW 2-92

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR PROVIDING
JOINT FIRE FIGHTING SERVICES

The Council of the Rural Municipality of Bone Creek No. 108 in the
Province of Saskatchewan enacts as follows:

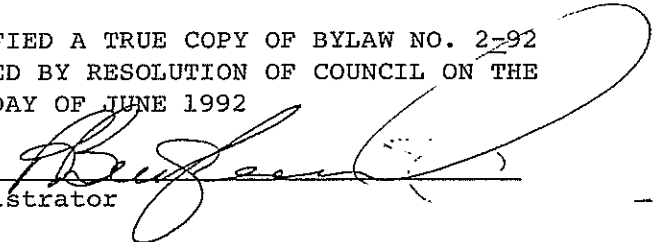
1. The Rural Municipality of Bone Creek No. 108 is hereby authorized to enter into an Agreement with the Council of the Rural Municipality of Webb #138, the terms of which are attached hereto and marked "Exhibit A", for the purpose of entering into each municipality to fight a fire.
2. The Rural Municipality of Bone Creek No. 108 is hereby authorized to enter into an Agreement with the Council of the Rural Municipality of Lac Pelletier #107, the terms of which are attached hereto and marked "Exhibit B" for the purpose of entering into each municipality to fight a fire.
3. The Rural Municipality of Bone Creek No. 108 is hereby authorized to enter into an Agreement with the Council of the Village of Admiral, the terms of which are attached hereto and marked "Exhibit C" for the purpose of entering into each municipality to fight a fire.
4. The Reeve and Administrator of the Rural Municipality of Bone Creek No. 108 are hereby authorized to sign and execute an Agreement, the terms of which are set out in "Exhibit A", "Exhibit B", "Exhibit C" hereto referred to and attached.

READ THREE TIMES BY UNANIMOUS CONSENT of the Council present and passed
at Shaunavon, Sask., this 15th day of June, 1992


Reeve


Administrator

CERTIFIED A TRUE COPY OF BYLAW NO. 2-92
ADOPTED BY RESOLUTION OF COUNCIL ON THE
15th DAY OF JUNE 1992


Administrator

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 15 day of June, A.D. 1992

BETWEEN:

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108
OR
THE MUNICIPALITIES
(as the case may be)

and

THE RURAL MUNICIPALITY OF LAC PELLETIER NO. 107, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE RURAL MUNICIPALITY OF LAC PELLETIER NO. 107
OR
THE MUNICIPALITIES
(as the case may be)

WHEREAS the Municipalities both maintain a Fire Department for provision of fire protection within it's boundaries; and

WHEREAS the parties named above wish to arrange for either party enter into their municipality to provide additional protection to residents both MUNICIPALITIES.

NOW THEREFORE in consideration of the conditions and provisions hereinafter contained and set forth, the Parties agree as follows

1. That, subject to the availability of fire fighting men equipment. the municipalities will provide fire fighting service to each other on a fee for service basis, but nothing in this Agreement shall require either municipality to respond.

2. In the event that fire occurs in either municipality necessary equipment will be dispatched then;

a) the fire in the "municipality" shall have precedence to the use of such equipment

and

b) the fire in the "municipality" fire chief shall have control to organize and control all the equipment at his discretion

3. The parties hereto agree to protect, indemnify and save harm to the Fire Chief and any volunteer fire fighters from any action by any party feels aggrieved as a result of any decision made by a Fire Chief

4. The fees to be charged by either municipality for fire fighting services shall be as follows:

\$100.00 for the initial call

\$75.00 per hour for each and every additional hour or part thereof until the truck is cleaned up/ setup and returned to its original place of housing

5. Fire fighting services to either municipality shall be rendered on a custom work basis and payable by the "municipality" within sixty days of billing. The billing municipality shall forward the custom work bill within thirty days.

6. This agreement shall be continuous. Either municipality wishing to withdraw from such agreement shall do so with written notice of its intention to withdraw.

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first written above.

RURAL MUNICIPALITY OF BONE CREEK NO. 108

Blair Bjorklund

REEVE

(Seal)

Thomas Sweeney

ADMINISTRATOR

RURAL MUNICIPALITY OF LAC PELLETIER NO. 107

Connie Stutz

REEVE

(Seal)

Dr. McLeod

ADMINISTRATOR

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 15 day of June, A.D. 1992

BETWEEN:

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108
OR
THE MUNICIPALITY
(as the case may be)

and

THE VILLAGE OF ADMIRAL, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE VILLAGE OF ADMIRAL
OR
THE VILLAGE
(as the case may be)

WHEREAS the Village and the municipality maintain a Fire Department for the provision of fire protection within it's boundaries; and

WHEREAS the parties named above wish to arrange for either party to enter into their jurisdiction to provide additional protection to residents of both jurisdictions.

NOW THEREFORE in consideration of the conditions and provisions hereinafter contained and set forth, the Parties agree as follows

1. That, subject to the availability of fire fighting men and equipment the municipality and the village will provide fire fighting services to each other; on a fee for service basis; with terms and exceptions with Item 4 accepted. Nothing in this Agreement shall require either the municipality or the village to respond.

2. In the event that fire occurs in either the municipality or the village the necessary equipment will be dispatched then;

a) wherever the fire is within shall have precedence to the use of such equipment

and

b) wherever the fire is within the fire chief of "it" shall have control to organize and control all the equipment at his discretion

3. The parties hereto agree to protect, indemnify and save harmless the Fire Chief and any volunteer fire fighters from any action by any party who feels aggrieved as a result of any decision made by a Fire Chief

4. The fees to be charged by either municipality for fire fighting services shall be as follows:

The Rural Municipality of Bone Creek No. 108 shall pay a sum of \$400.00 per year to The Village of Admiral for specific fire protection coverage of Township Nine (9), Range Sixteen (16) West of the Third Meridian

Services to Township Nine (9), Range Sixteen (16) West of the Third Meridian shall not then be billed on a fee for service basis

Services by either party; with the exception above noted, will be charged at the following rates:

\$100.00 for the initial call

\$75.00 per hour for each and every additional hour or part thereof until the truck is cleaned up/ setup and returned to it's original place of housing

5. Fire fighting services to either the municipality or the villa shall be rendered on a custom work basis and payable by the receiving par within sixty days of billing. The billing "municipality" shall forward t custom work bill within thirty days.

6. This agreement shall be continuous. Either the municipality the village wish to withdraw from such agreement shall do so with writt notice of such intention to withdraw.

IN WITNESS WHEREOF the Parties hereunto have caused their respecti corporte seals to be affixed hereto, as attested by their proper respecti officers on the date and year first written above.

RURAL MUNICIPALITY OF BONE CREEK NO. 108

Blair Bjorklund

REEVE

(Seal)

Sharon Berglund

ADMINISTRATOR

THE VILLAGE OF ADMIRAL

Ivan (Pat) Spitz

MAYOR

(Seal)

M. Spatz

SECRETARY

MEMORANDUM OF AGREEMENT

HIS AGREEMENT made this 15 day of June, A.D. 1992

ETWEEN:

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE RURAL MUNICIPALITY OF BONE CREEK NO. 108
OR
THE MUNICIPALITIES
(as the case may be)

and

THE RURAL MUNICIPALITY OF WEBB NO. 138, in the Province of Saskatchewan, a municipal Corporation hereinafter referred to as

THE RURAL MUNICIPALITY OF WEBB NO. 138
OR
THE MUNICIPALITIES
(as the case may be)

WHEREAS the Municipalities both maintain a Fire Department for the provision of fire protection within it's boundaries; and

WHEREAS the parties named above wish to arrange for either party to enter into their municipality to provide additional protection to residents of both MUNICIPALITIES.

NOW THEREFORE in consideration of the conditions and provisions hereinafter contained and set forth, the Parties agree as follows

1. That, subject to the availability of fire fighting men and equipment the municipalities will provide fire fighting service to each other; on a fee for service basis, but nothing in this Agreement shall require either municipality to respond.

2. In the event that fire occurs in either municipality the necessary equipment will be dispatched then;

a) the fire in the "municipality" shall have precedence to the use of such equipment

and

b) the fire in the "municipality" fire chief shall have control to organize and control all the equipment at his discretion

3. The parties hereto agree to protect, indemnify and save harmless the Fire Chief and any volunteer fire fighters from any action by any party who feels aggrieved as a result of any decision made by a Fire Chief

4. The fees to be charged by either municipality for fire fighting services shall be as follows:

\$100.00 for the initial call

\$75.00 per hour for each and every additional hour or part thereof until the truck is cleaned up/ setup and returned to it's original place of housing

5. Fire fighting services to either municipality shall be rendered on a custom work basis and payable by the "municipality" within sixty days of billing. The billing municipality shall forward the custom work bill within thirty days.

6. This agreement shall be continuous. Either municipality wishing to withdraw from such agreement shall do so with written notice of such intention to withdraw.

IN WITNESS WHEREOF the Parties hereunto have caused their respective corporate seals to be affixed hereto, as attested by their proper respective officers on the date and year first written above.

RURAL MUNICIPALITY OF BONE CREEK NO. 108

Blair Bjorklund

REEVE

(Seal)

Laura Bengtson

ADMINISTRATOR

RURAL MUNICIPALITY OF WEBB NO. 138

W. G. Fiedler

REEVE

(Seal)

Donald R. Halsey

ADMINISTRATOR

A.D. 1992

BETWEEN: THE RURAL MUNICIPALITY of Grassy Creek No. 78
in the Province of Saskatchewan,
HEREINAFTER REFERRED TO AS THE "R.M. of Grassy Creek"

AND: THE RURAL MUNICIPALITY of White Valley No. 49
in the Province of Saskatchewan,
HEREINAFTER REFERRED TO AS THE "R.M. of White Valley"

MEMORANDUM OF AGREEMENT FOR SERVICES RENDERED

WHEREAS the R.M. of Grassy Creek owns a fire truck and has a volunteer fire department and which said fire truck and volunteer fire department attend the scenes of fires in order to extinguish or retain the same.

AND WHEREAS the R.M. of White Valley is desirous of retaining the services of the fire truck owned by the R.M. of Grassy Creek and employing the services of the volunteer fire department, from the R.M. of Grassy Creek.

AND WHEREAS the Parties hereto have mutually agreed, each with the other, that in consideration of the R.M. of White Valley paying compensation for the services of the volunteer fire department and the use of the fire truck owned by the R.M. of Grassy Creek and in the further consideration as herein provided, the R.M. of Grassy Creek undertakes and agrees to provide fire protection services, and including the use of the fire truck and services to be rendered by the volunteer fire department within the R.M. of White Valley as hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration on the premises and mutual covenants and agreements herein contained, each of the Parties hereto do hereby promise, covenant and agree to and with the other as follows:

RECITALS

1. The recitals hereto are made part of this Agreement and this Agreement shall be construed in light thereof.

SERVICES TO BE RENDERED

2. In consideration of the payment by the R.M. of White Valley to the R.M. of Grassy Creek as hereinafter set forth, the R.M. of Grassy Creek undertakes, promises and agrees to provide the use at the scene of a fire, the fire truck owned by the rural municipality.

3. The R.M. of White Valley agrees to pay the R.M. of Grassy Creek, in the event of a fire, compensation at the rate of \$150.00 for the first hour or portion thereof to a maximum amount of \$100.00 per hour for each additional hour while attending at the scene of a fire.

IT BE AGREED, that the fees as previously set out in the agreement shall be at the sole discretion of the R.M. of Grassy Creek and shall be based upon the number of hours involved travelling to, attending at the scene of the fire, and returning to the Town of Shaunavon; such discretion, shall be exercised by the R.M. of Grassy Creek in good faith and be fair and reasonable in accordance with what is custom and practice.

EFFECTIVE DATE

4. This Agreement, several undertakings, promises and agreements herein shall be effective from and after the 1st day of March, A.D. 1992.

TERM

5. This Agreement shall be automatically renewed from year to year unless one year's written notice is received by either party from the other party intending to terminate this Agreement, and such written notice to be received on or before the 1st day of March of the year prior to the following 1st day of March of the succeeding year, in which it is the intention of the Party to terminate this Agreement.

UNDERTAKING BY THE R.M. OF GRASSY CREEK

6. (a) To act reasonably and with due dispatch of the fire truck and the volunteer fire department when called to the scene of a fire in the R.M. of White Valley.

(b) To keep the fire truck in good operating order and maintain the same as may be necessary in the circumstances.

MUTUAL AGREEMENTS AND UNDERTAKINGS

7. The parties hereto mutually covenant and agree as follows:

(a) It is acknowledged and agreed that the R.M. of Grassy Creek has a similar contract with the Rural Municipalities of Arlington No. 79 and Bone Creek No. 108 and the Town of Shaunavon, consequently, in the event that fires should arise at the same time at different locations, that is, either in the R.M.'s of Arlington or Bone Creek or The Town of Shaunavon then in such event the Fire Chief or Deputy Fire Chief shall decide, at their discretion, which fire to attend and there shall be no liability attached for failure to attend at the scene of the fire covered by this Agreement.

(b) The R.M. of Grassy Creek makes no representations or warranties as to the condition and the adequacies of the fire truck and its ability, or the ability of the volunteer fire department of the R.M. of Grassy Creek, consequently, the R.M. of White Valley hereby waives all claims, demands, suits or actions that it may have at any time, against the R.M. of Grassy Creek that may occur or arise pursuant to the terms and conditions hereof, and further, undertakes and agrees to indemnify and save the R.M. of Grassy Creek harmless from any and all claims, suits, demands of whatsoever nature or kind arising out of or resulting from the undertakings herein.

(c) It is also acknowledged and agreed that should the R.M. of Grassy Creek require the services of the volunteer fire department from the R.M. of White Valley, the conditions and undertaking as contained in the said agreement shall apply in the same manner.

IN WITNESSETH WHEREOF the Parties hereto have hereunto caused their corporate seals to be hereunto affixed attested by the signature of its proper officers in that behalf on the day and year first above written.

R.M. of Grassy Creek No. 78

Per: *Ray L. Gaudin*
Reeve

(SEAL)

Per: *A. M. Welch*
Administrator

R.M. of White Valley No. 49

Per: *L. P. Pearson*
Reeve

(SEAL)

Per: *W. M. ...*
Administrator