VILLAGE OF LUCKY LAKE

BYLAW NO. 2/2001

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR FIRE PROTECTION.

The Council of the Village of Lucky Lake, in the Province of Saskatchewan, enacts as follows:

1. The Village of Lucky Lake is hereby authorized to enter into an agreement for the purpose of fire protection with the Councils of the following municipalities:

Rural Municipality of Coteau No. 255 Rural Municipality of Canaan No. 225 Village of Birsay

- 2. The terms of the agreement, for the purpose of fire protection, are attached hereto and marked Exhibit "A".
- 3. The mayor and administrator of the Village of Lucky Lake are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" herebefore referred to.

SEAL

Mayor

Administrator

Certified a true copy of Bylaw No. 2/2001, adopted at the regular Council Meeting of the Village of Lucky Lake on November 12, 2001.

SEAL

Administra

SCHEDULE "A"

BETWEEN:

The Rural Municipality of Canaan No. 225
The Village of Lucky Lake
The Rural Municipality of Coteau No. 255
The Village of Birsay

This indenture made in quadruplicate this 12th day of November, A.D., 2001.

1. In this agreement, the following words shall mean:

a) "Municipality" shall mean any or all the above named municipal corporations and can be in the singular or plural;

b) "Municipal Fire Fighting Unit" shall mean i) the fire departments of any of these municipalities whether owned alone or jointly; ii) any other fire fighting unit called into the municipality by any of the above corporations; and/or iii) any volunteers who have come to the aid of the above fire fighting units;

c) "Fight Fire" shall include, but not be limited to, scouting an area, actually fighting fire, and

doing prevention work.

2. Municipal Fire Fighting Units shall be authorized to enter into and fight fires in other municipalities as listed in this agreement.

- 3. For the purposes of this agreement only, if any Regional Park or any Saskatchewan Provincial Park has a written fire protection agreement with any of the above municipalities, they shall be treated as part of that municipality.
- 4. Any municipality going to fight fire in an area outside of its own boundaries shall, as soon as is possible, advise the Fire Chief of the area the fire is located that such is the case. The first municipal fire fighting unit arriving at the scene shall take command of the operation until such time as jurisdiction can be transferred in an orderly fashion.
- 5. Any municipality fighting a fire outside of its municipal boundaries shall bill the costs of the fire to the municipality in which the fire occurred, using the rates and charges that the municipality doing the fire fighting would normally charge for its fire fighting units, and the municipality which is billed may then re-bill and collect for its fire fighting costs, to the persons or corporations who should be billed for the fire.
- 6. As soon as is possible in each year, the participating municipalities shall advise the other participating municipalities of the following:
 - a) names and telephone numbers of all its Chiefs, Assistant Chiefs, Hamlet Fire Chiefs, Prairie Fire Wardens and other persons who might be appropriately included in the list;

b) an inventory list of fire fighting equipment; and

- c) a list of fees and rates for fighting equipment, as they apply to all areas within these municipalities.
- 7. It is understood and agreed that this agreement shall be continuous in nature but this agreement may be terminated by any party thereto giving six months notice to all other parties.

THE RURAL MUNICIPALITY OF CANAAN NO. 225 (SEAL) THE VILLAGE OF LUCKY LAKE (SEAL) THE RURAL MUNICIPALITY OF COTEAU NO. 255 (SEAL) THE VILLAGE OF BIRSAY (SEAL)