

BYLAW NO. 2006-20

A Bylaw of the Rural Municipality of Browning No. 34, in the Province of Saskatchewan, being a Bylaw to Authorize the Entering into an Agreement to Provide Inter-Municipal Fire Protection and Rescue Services with the Town of Lampman

The Council of the R.M. of Browning No. 34, in the Province of Saskatchewan, enacts as follows:

1. The R.M. of Browning No. 34 is hereby authorized to enter into an Agreement with the Council of the Town of Lampman, the terms of which are attached and marked as Exhibit "A" hereto, for the purpose of providing fire and rescue protection services within the Rural Municipality of Browning No. 34.
2. The Reeve and Administrator of the R.M. of Browning No. 34 are hereby authorized to sign and execute the Agreement, the terms of which are set out in Exhibit "A", as referred to herein.
3. Bylaw No. 3-89 is hereby repealed.
4. This Bylaw shall come into force and take effect on the 6th day of December, 2006.

INTRODUCED AND READ A FIRST TIME THIS 6TH DAY OF DECEMBER, 2006.

READ A SECOND TIME THIS 6TH DAY OF DECEMBER, 2006.

READ A THIRD AND FINAL TIME ON THE UNANIMOUS CONSENT OF THE COUNCIL PRESENT THIS 6TH DAY OF DECEMBER, 2006.





Reeve



Administrator

Certified a true copy of the Bylaw No. 2006-20 passed by a resolution of the Council present at their regular meeting held on the 6TH day of December, 2006.



Administrator



**EXHIBIT "A" ATTACHED TO AND FORMING PART
BYLAW NO. 2006-20 OF THE R.M. OF BROWNING NO. 34**

FIRE AND RESCUE PROTECTION AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE WITH EFFECT FROM AND AFTER THE 6TH DAY OF DECEMBER, 2006.

BETWEEN:

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

(hereinafter referred to as "the Town")

- and -

RURAL MUNICIPALITY OF BROWNING NO. 34, of Box 40,
Lampman, in the Province of Saskatchewan;

(hereinafter referred to as "the Rural Municipality")

WHEREAS the Rural Municipality and the Town are desirous of entering into an agreement providing for the joint operation of the Lampman Fire and Rescue Department and for the joint provision of fire and rescue protection services;

AND WHEREAS the Town and the Rural Municipality are agreeable to sharing the revenues and costs 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 agrees to pay to the Rural Municipality one-half of the proceeds of all revenues, grants or other monies received by the Town regarding the provision of fire and rescue protection services, such proceeds to be deducted from the total costs of providing fire and rescue protection services in each year.

Fire Protection and Rescue Agreement

2. (a) Subject to Paragraphs 2(c), the Town and the Rural Municipality agree to each pay one-half of all operating costs for the provision of fire and rescue fighting or fire and rescue protection services by the Lampman Fire and Rescue Department to the parties hereto or any other party with whom a fire and rescue protection services agreement exists.

(b) The Town and the Rural Municipality agree to each pay one-half of all future capital expenditures which are deemed necessary by both parties hereto, subject to approval in the budgets of the Town and the Rural Municipality.

(c) The Town and the Rural Municipality agree to pay Fire Hall utilities and building maintenance as follows:

(i) The Town and the Rural Municipality each agree to pay one-half of the cost of the said utilities and maintenance.

3. It is acknowledged and agreed by both parties hereto that this Agreement is a Fire and Rescue Protection Services Agreement as contemplated by *The Municipal Revenue Sharing Act* and the regulations thereto.

4. Each party hereto agrees to apply for any grant or other monies to which it may be entitled for fire and rescue protection services pursuant to *The Municipal Revenue Sharing Act* and any regulations issued pursuant to the said Act.

5. It is understood and agreed between the parties hereto that the term of this Agreement commences on the 6th day of December, 2006, and terminates upon either party providing the other party with twelve (12) months' written notice prior to the anniversary date of this Agreement of its intention to withdraw from or terminate the Agreement.

Fire Protection and Rescue Agreement

6. It is further agreed that this Agreement and all the covenants and stipulations contained herein shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors in office, successors and assigns, as the case may be, of each and every of the parties hereto.

IN WITNESS WHEREOF the Town has set its hand and seal by its proper officers this 6th day of December, 2006, and the Rural Municipality of Browning No. 34 has set its hand and seal by its proper officers this 6 day of Dec, 2006.



TOWN OF LAMPMAN

[Handwritten Signature]

Mayor

[Handwritten Signature]

Administrator



RURAL MUNICIPALITY OF BROWNING NO. 34

[Handwritten Signature]

Reeve

[Handwritten Signature]

Administrator