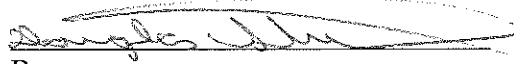


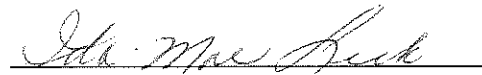
BYLAW No. 111-10

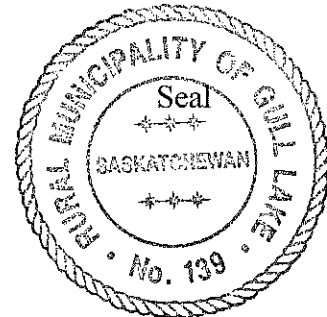
A Bylaw to provide for the entering into an agreement respecting the provision of fire protection services.

The Council of the Rural Municipality of Gull Lake No. 139 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Gull Lake No. 139 is hereby authorized to, jointly with the Rural Municipality of Webb No. 138 and the Rural Municipality of Carmichael No. 109 enter into the agreement, attached hereto and forming apart of this Bylaw and identified as Exhibit "A", with the Town of Gull Lake for the purposes stated within the agreement.
2. The Reeve and Administrator of the Municipality are hereby authorized to sign and execute and attached agreement identified as Exhibit "A".
3. Bylaw No. 85-2 is hereby repealed.


Reeve


Administrator



Certified a true copy of Bylaw No. 111-10
passed by resolution of Council April 2, 2010.
May 11, 2010 H.

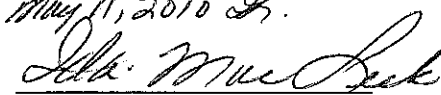

Administrator



Exhibit A to Bylaw No. 111-10

THIS AGREEMENT made this 13 day of April, 2010

BETWEEN:

THE TOWN OF GULL LAKE
a municipal corporation of and in the Province of Saskatchewan,

- and -

THE RURAL MUNICIPALITY OF CARMICHAEL NO. 109
a municipal corporation of and in the Province of Saskatchewan,

- and -

THE RURAL MUNICIPALITY OF WEBB NO. 138
a municipal corporation of and in the Province of Saskatchewan,

- and -

THE RURAL MUNICIPALITY OF GULL LAKE NO. 139
a municipal corporation of and in the Province of Saskatchewan,

WHEREAS the parties hereto are desirous of providing in this Agreement for the following:

- (a) An association of the parties hereto for the purpose of establishing a "fire protection district" and to provide fire protection services to all residents within its boundaries. (hereinafter called the "District"),
- (b) The constitution of a representative Committee to administer the operation of fire protection in the District (hereinafter called the "Committee") of said District in accordance with the boundaries as outlined in section 2.
- (c) The constitution of a representative Fire Department to provide volunteer recruitment, training, and deliver fire protection services in the District (hereinafter called the "Fire Department") of said District in accordance with the boundaries as outlined in section 2.
- (d) The respective contribution of each party to the capital cost of furnishing the requisite equipment for utilization on fire protection in the District,
- (e) The respective contribution of each party to the operating expenses incurred in providing fire protection in the said District.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

DISTRICT:

1. The District shall be called the "Gull Lake Fire District".
2. The District shall provide services to the area detailed below:
 - a) The Town of Gull Lake and all properties located within its incorporated limits,
 - b) All of the Rural Municipality of Carmichael No. 109,
 - c) All of the Rural Municipality of Webb No. 138,
 - d) All of the Rural Municipality of Gull Lake No. 139,
 - e) Any other areas as agreed to by the governing bodies entering into this agreement.
3. The District shall whenever possible and at the discretion of the Fire Chief or a designate, provide such fire fighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area in the District as outlined in the area described in clause 2.
4. The District may at the discretion of the Fire Chief or a designate, respond to requests for assistance made by another fire department outside the area described in clause 2.

Exhibit A to Bylaw No. _____

5. The District shall establish user fees or rates, as set out in Schedule "B", hereinafter referred to as "fire call out fees", to be charged for the provision of firefighting or rescue services within the boundaries of the District and outside of the boundaries of the District.
6. The District may respond to alarms or calls from the respective municipalities whether or not steps have been taken to authenticate or confirm that the reported emergency or hazard actually exists. The District shall further be entitled to respond to calls from any person purporting to be located within the boundaries of the District, whether or not this can be confirmed. In the event an alarm or call proves to be false, the District shall nevertheless charge the amounts determined in accordance with Schedule "B".

DISTRICT NOT LIABLE:

7. The District, the Town of Gull Lake, the Rural Municipality of Carmichael No. 109, the Rural Municipality of Webb No. 138 and the Rural Municipality of Gull Lake No. 139 shall not be liable for any damages or losses, which may be occasioned by the District's failure to respond to any alarm or call, relative to fire or other emergency in the District, or for any delay in responding to such alarms or calls.

CAPITAL & OPERATING COSTS:

8. Each of the parties hereto shall contribute to the capital costs incurred in obtaining necessary fire-fighting equipment as follows:
 - a) Town of Gull Lake 25%
 - b) Rural Municipality of Carmichael No. 109 25%
 - c) Rural Municipality of Webb No. 138 25%
 - d) Rural Municipality of Gull Lake No. 139 25%
9. In addition to contributing to the capital cost of fire-fighting equipment as set out in clause 8 and 9 above, each party shall share in the cost of the annual operating expenses of the Committee's operations in the District as follows:
 - a) Town of Gull Lake 25%
 - b) Rural Municipality of Carmichael No. 109 25%
 - c) Rural Municipality of Webb No. 138 25%
 - d) Rural Municipality of Gull Lake No. 139 25%

COMMITTEE:

10. The Committee shall be called the "Gull Lake Fire District".
11. The Committee shall be composed of two (2) representatives from each of the parties to this Agreement, but it is agreed that each party to this Agreement shall be entitled to additional non-voting representation on the Committee as follows: Administrator; Fire Chief, Deputy Fire Chief(s).
12. The term of office of each representative appointed, by the said municipalities, to the Committee shall be one (1) full calendar year.
13. The Committee shall appoint from the members of the fire department, an executive that consists of three (3) members as follows:
 - a) Fire Chief,
 - b) Two (2) Deputy Fire Chiefs,
 - c) Appointments shall be made based on consultations or recommendations from a majority of the members of the fire department,
 - d) The Committee may delegate to the Fire Chief such powers, as the Committee shall, from time to time, deem appropriate,
 - e) The procedure to be followed by the Committee in conducting its business meeting shall be as set out in Schedule "A" to this agreement,
 - f) The Committee shall annually develop and provide to each council a budget containing estimated operation and capital costs for the next three calendar years.
14. The Committee shall, inter alia have the general power to conduct preliminary negotiations and to report back to the municipal councils of the municipalities first named in this agreement as to their findings; to operate, maintain and use the fire-fighting equipment; to provide training to firefighters; and to recommend for payment, to the councils or designated council, first named, all expenditures incurred in connection with the operation and maintenance of firefighting equipment that is under the control of the Committee.

Exhibit A to Bylaw No. _____

- a) It is agreed by the parties to this agreement that the designated council shall be the Town of Gull Lake,
- b) The designated council shall be responsible for all related revenues, including billing and collection of fire fees, expenditures and their administration,
- c) The Administrator shall provide an annual financial report to each Council, and financial or other reports as requested by the Committee,
- d) The powers and duties of the Committee may be broadened or abrogated from time to time as unanimously determined by the parties to this Agreement and evidenced by supplemental written agreements duly ratified by the councils of the respective parties to this Agreement.

FIRE DEPARTMENT:

15. The fire department shall be called "Gull Lake & District Fire & Rescue".
16. The parties agree that the fire department whenever possible and at the discretion of the Fire Chief or his designate, provide such fire fighting equipment and manpower, or rescue services, or both, as are available to respond to fire alarms or other requests for assistance originating from the area described in clause 2.
17. The fire department shall be comprised of a minimum of fourteen (14) members to provide the level of fire protection service desired by the District.
18. The fire department members shall provide a recommendation to the Committee on which members may be appointed to a fire department executive. The executive shall consist of four (4) members that include a Fire Chief and one Deputy Fire Chief and two (2) Captains.

FIRE SERVICE/ RESPONSE FEES:

19. The parties agree that a fire call out fee shall be charged to the Town of Gull Lake when services are provided to any land within the said municipal boundaries. The call out fee shall be charged to the Town of Gull Lake, in accordance with the rates outlined in schedule "B",
20. The parties agree that a fire call out fee shall be charged directly on the person(s) who receive the service when services are provided to any land within the Rural Municipality of Carmichael No. 109, Rural Municipality of Webb No. 138, Rural Municipality of Gull Lake No. 139 or any other areas as agreed to by the governing bodies entering into this agreement in accordance with the rates outlined in Schedule "B".
21. The parties agree that the said fee revenue shall be applied against the payments required by clause 10 of this agreement; and it is further agreed that the parties will make payment for the balance of shared costs described in clause 10 as well as capital costs described in clauses 8 and 9.

GENERAL:

22. The parties agree to perform and do all acts necessary in order to ratify and confirm this Agreement. In particular, each of the parties agree to pass a bylaw ratifying the execution of this Agreement.
23. In the event for any reason, it may become necessary to cancel this Agreement, the assets that are available for distribution after paying all liabilities, shall be paid to the respective municipalities in proportion to the sums paid in respect to their capital investment.

It is understood and agreed that this agreement shall commence on March 21, 2010 and be continuous. Any party to this agreement giving 90 days notice in writing may terminate the Agreement. Any termination of this agreement shall not nullify any prior commitments, passed by resolution of the Committee or ratified by both Councils.

IN WITNESS WHEREOF the parties have hereunto fixed their respective corporate seals attested to by the hands of their proper signing officers.

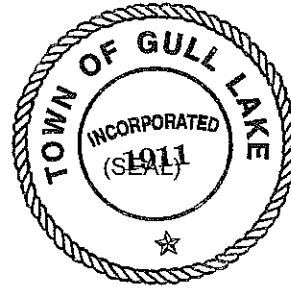
Exhibit A to Bylaw No. _____

THE TOWN OF GULL LAKE

Blake Campbell
Mayor

D Peterson
Administrator

June 9, 2010
Date

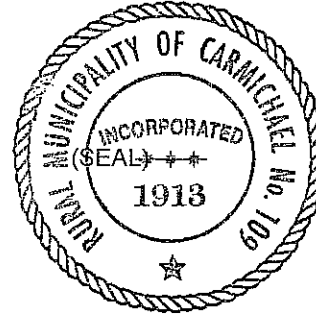


THE RURAL MUNICIPALITY OF CARMICHAEL NO. 109

Howard Wadlock
Reeve

[Signature]
Administrator

April 9, 2010
Date



THE RURAL MUNICIPALITY OF WEBB NO. 138

W. W. Fiddler
Reeve

Linda Baser
Administrator

May 6, 2010
Date



THE RURAL MUNICIPALITY OF GULL LAKE NO. 139

[Signature]
Reeve

[Signature]
Administrator

March 29/2010
Date

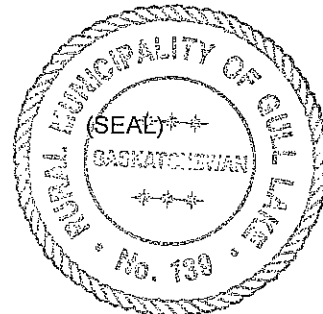


Exhibit A to Bylaw No. _____

SCHEDULE "A" attached to Exhibit A and forms part of Bylaw No. _____

Bylaws of the "Gull Lake Fire District Committee"

1. The Committee shall elect by vote, a Chairman who shall hold office for one (1) year.
2. The Administrator shall whenever possible be present and record the minutes of all meetings of the Committee and shall have charge of and possession of the Committee records but shall have no voting powers.
3. The Administrator shall provide each member of the Committee and their respective Council with a copy of all minutes of all meetings of the Committee.
4. The Committee shall have at least four (4) regular meetings in each year; one (1) meeting being held on or before the 1st day of April in each year with all other meetings at such time as a majority of the Committee or the Chairman shall from time to time determine.
5. The Committee may by motion set regular meeting dates and times.
6. The Chairman shall have the power to call for a special meeting of the Committee at such times as he shall deem fit, in addition to the regular meeting set out in paragraph four (4) hereof, upon giving the members of the Committee seven (7) days written notice issued to the respective municipal offices.
7. Any three (3) members of the Committee shall have the power to call for a special meeting of the Committee and shall do so by providing the Chairman of the Committee with seven (7) days written notice of their intention to convene a meeting of the Committee.
8. No business shall be conducted at a regular meeting or special meeting of the Board unless there is a quorum of five (5) members of the Committee present at the meeting when the meeting proceeds to business.
9. Any resolution of the Committee requiring financial contribution by any or all of the municipalities party to the agreement constituting the Committee shall require a two thirds (2/3) majority of the membership of the Committee approving said resolution, and shall be ratified by each of the parties to the agreement previously referred to.
10. Any other resolutions of the Committee shall require a simple majority of the quorum present at the meeting when the resolution is passed.
11. Each municipality shall have two votes.

Exhibit A to Bylaw No. _____

SCHEDULE "B" attached to Exhibit A and forms part of Bylaw No. _____

Schedule of Rates for "FIRE CALL OUT FEES"

1. The rate to be charged for attending fires in the Gull Lake Fire District shall be \$400.00 per hour, with a maximum charge of 3 hours per fire. Computation of time charged shall be based on time of departure from the Firehall until return to the Firehall.
2. The rate to be charged for attending fires outside of the Gull Lake Fire District shall be \$604.00 per hour, with no maximum. Computation of time charged shall be based on time of departure from the Firehall until return to the Firehall.