

BYLAW NO. 35-96

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES IN THE TOMPKINS AREA.

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 enter into an agreement with the Village of Tompkins for the purpose of providing fire protection to the portion of the Rural Municipality as described and under the terms specified in Exhibit "A" hereto attached.
2. The reeve and administrator of the Rural Municipality of Gull Lake No. 139, are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".

DATED THIS 8th. day of October, 1996.

(seal)


REEVE


ADMINISTRATOR

Certified a true copy of
Bylaw No. 35-96 adopted by
resolution of council on
the 8th. day of October 1996.


Administrator

TOMPKINS FIRE AGREEMENT

THIS AGREEMENT MADE BETWEEN:

THE RURAL MUNICIPALITY OF GULL LAKE NO. 139
(Hereinafter referred to as the "R.M. of Gull Lake")

And

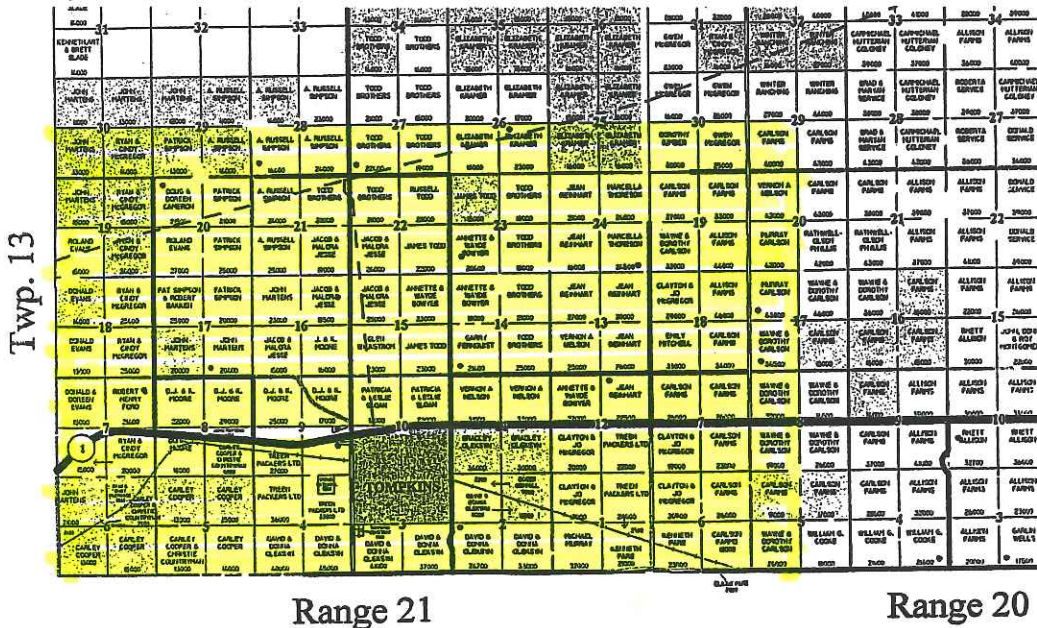
THE VILLAGE OF TOMPKINS
(Hereinafter referred to as the Village)

WHEREAS the parties hereto are desirous of carrying out the service of Fire Protection in which they have a common interest,

AND WHEREAS the Village desires to provide quick response fire services to a defined area of the R.M. of Gull Lake in consideration of monetary contributions made towards the capital costs of the Village of Tompkins Fire fighting equipment by rural ratepayers of the R.M. of Gull Lake who reside in close proximity to the Village of Tompkins.

NOW THEREFORE this agreement witnesseth as follows:

1. This agreement shall apply to the area defined as:
all that portion within the following perimeters, commencing west of the SE-5-13-20-W3M following the south boundary road west to the west boundary, then north to the northern edge of the SW-30-13-21-W3M and east to SE-29-13-20-W3M and then south to south boundary road, the point of commencement SE-5-13-20-W3M. The area highlighted in yellow on the map below.



2. The fire chief, or his deputy, as appointed by the R.M. of Gull Lake shall have full authority over all fires within the boundaries of the R.M. of Gull Lake.
3. The R.M. of Gull Lake shall have no financial obligations now or in the future for the capitalization, maintenance or operational costs of the Village Fire department.
4. Fees for services as determined by the Council of the Village of Tompkins shall apply, such fees shall be billed directly to the user except in the case where the Village and the Gull Lake and District fire departments are called out in which case clause 5 shall apply.
5. When both fire department, the Village of Tompkins fire department and the Gull Lake & District fire department, are called to respond to the same incident, the combined fees of

the two fire departments shall be invoiced through the Gull Lake Fire department to the user and the Gull lake Fire department will then pay the Village of Tompkins the fire call fee upon receipt of said fee.

6. The Village shall provide the following:
- a) Fire fighting services
 - Prairie fires
 - Structural suppression
 - Motor vehicle and implement fires
(Foam equipment required)
 - Fire related rescue services

Specific exclusions which are to be covered by the Gull Lake and District Fire department

- Highway related incidences
 - Oil filed fires
 - Investigation and inspection services
 - Incidences involving dangerous goods
- b) Public education and prevention programs
 - Occupational Health and Safety issues
 - Notification and information related to the service area and services provided by the Village Fire Department.
 - c) General and liability insurances
 - d) Occupational and or accident insurances
 - e) Communication equipment and systems
 - f) Proper training, certification and accreditation of the Village fire fighters.

7. The term of this agreement shall be ongoing until such time as either party to the agreement serves thirty day written notice of intent to terminate or revise the agreement.

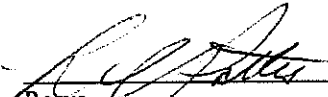
8. This agreement may be revised only by mutual agreement of both parties.

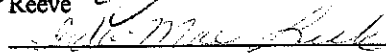
9. This agreement may be terminated by either party by submitting a minimum thirty day written notice to the other party.

IN WITNESS HEREOF the parties hereto have set their hand and affixed their seal this 13th day of April 2004.

R.M. OF GULL LAKE NO. 139

SEAL

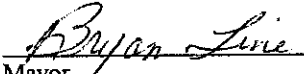


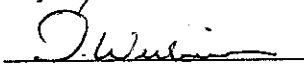
Reeve


Administrator

VILLAGE OF TOMPKINS

SEAL



Mayor


Administrator