



BYLAW NO. 10/2026

**A BYLAW OF THE TOWN OF PENSE
AUTHORIZING COUNCIL TO ENTER INTO
AN AGREEMENT FOR THE ESTABLISHMENT OF A MUTUAL AID AREA**

WHEREAS; provision is made in sections 8 and 42 of *The Municipalities Act*, enabling Council to enter into agreements with other municipalities for the furnishing of fire-fighting services and fire-fighting equipment beyond municipal boundaries, on any terms that may be agreed on; and

WHEREAS; the Council of the **Town of Pense** deems it expedient to enter into an agreement for the purpose of establishing a Municipal Mutual Aid Area, to pool the resources of participating municipalities and improve their emergency response capabilities;

NOW THEREFORE; the Council of the **Town of Pense** in the Province of Saskatchewan enacts as follows:

1. The **Town of Pense** is hereby authorized to enter into an agreement with the councils of:

- 1). The Town of Lumsden, and
- 2). The Town of Regina Beach, and
- 3). The Town of Southey, and
- 4). The Town of Strasbourg, and
- 5). The Rural Municipality of Lumsden No. 189, and
- 6). The Rural Municipality of Dufferin No. 190, and
- 7). The Rural Municipality of Longlaketon No. 219, and
- 8). The Rural Municipality of McKillop No. 220, and
- 9). The Rural Municipality of Sherwood No. 159, and
- 10). The Rural Municipality of Pense No. 160, and
- 11). The Village of Bethune, and
- 12). The Village of Buena Vista, and
- 13). The Village of Disley, and
- 14). The Village of Craven, and
- 15). The Village of Sifton, and
- 16). The Village of Earl Grey, and
- 17). The Resort Village of Lumsden Beach, and
- 18). The Resort Village of Saskatchewan Beach, and
- 19). The Resort Village of Kannata Valley

the terms of which are attached hereto and marked as Exhibit "A".

2. The Mayor and Administrator of the **Town of Pense** are hereby authorized to sign and execute an agreement, the terms of which are set out in Exhibit "A" here before referred to.

3. Bylaw 1/2004 is hereby repealed.

Municipal Mutual Aid Agreement

4. This bylaw shall come into force and take effect on the final passing thereof.

Read a first time this day of , 2026.

Read a second time this day of , 2026.

Read a third time this day of , 2026

S E A L

Mayor

Administrator

MUTUAL AID AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

The Town of Pense, and
The Town of Lumsden, and
The Town of Regina Beach, and
The Town of Southey, and
The Town of Strasbourg, and
The Rural Municipality of Lumsden No. 189, and
The Rural Municipality of Dufferin No. 190, and
The Rural Municipality of Longlaketon No. 219, and
The Rural Municipality of McKillop No. 220, and
The Rural Municipality of Sherwood No. 159, and
The Rural Municipality of Pense No. 160, and
The Village of Bethune, and
The Village of Buena Vista, and
The Village of Disley, and
The Village of Craven, and
The Village of Siltou, and
The Village of Earl Grey, and
The Resort Village of Lumsden Beach, and
The Resort Village of Saskatchewan Beach, and
The Resort Village of Kannata Valley, and
(hereinafter referred to as "participating Municipalities")

1. PURPOSE

The purpose of this agreement is to formalize a Municipal Mutual Aid Area to enable cooperation between the Participating Municipalities in the event of an emergency. Each municipality agrees to provide assistance to others through the sharing of resources, personnel, and equipment when available, especially when local resources are overwhelmed.

This agreement is authorized under Section 42(2) of *The Municipalities Act*.

2. DEFINITIONS

- 2.1. *Assisting Party*:** The municipality requested to provide Fire Services, whether or not assistance is actually given.
- 2.2. *Fire Chief*:** The person responsible for the operation and management of the fire department, including anyone officially acting on their behalf.
- 2.3. *Fire Services*:** Includes fire fighting and rescue services. Depending on the fire department and first responders, it may also include first-line medical aid and response to hazardous materials discharges, explosions, spills, or other accidents.
- 2.4. *Requesting Party*:** The municipality responsible for providing fire and emergency services within a municipal district, which requests assistance from another municipality.

3. MUTUAL AID COMMITMENTS

- 3.1.** Each participating municipality with an active fire department may assist others with fire suppression or emergency response services.
- 3.2.** In the event of a major disaster, all municipalities may request and provide aid to one another.
- 3.3.** The mutual aid system aims to ensure an effective and coordinated response, supported by available expertise and resources.

- 3.4. A shared resource list (equipment, personnel, etc.) will be maintained and updated annually.
- 3.5. The following parties operate fire departments and provide fire fighting services to their communities:

Lumsden & District Fire Department
Regina Beach/Buena Vista Fire Department
Pense District Volunteer Fire Department
Craven Fire Department
Bethune Fire Department
Silton Fire Department
Earl Grey/Longlaketon Fire Department
Southey Fire Department
Strasbourg & District Fire Rescue

4. AUTHORIZED REPRESENTATIVES

- 4.1. A participating municipality may request aid if it is unable respond to an emergency in its area, or it does not have enough resources to address the emergency.
- 4.2. The following officials are authorized to call for aid through this agreement:
 - Emergency Dispatch Services (911)
 - E.M.O Coordinator
 - Mayor or Reeve, including their named designates
 - Councillors
 - Fire Chiefs, including their named designates

5. RESPONSE AND COMMAND PROTOCOL

- 5.1. The Assisting Party will operate under the direction of the Requesting Party unless command is formally transferred.
- 5.2. If the Assisting Party is first on the scene, they will follow their own operational procedures until relieved.
- 5.3. Fire Chiefs may agree on command transfer protocols as needed.

6. RIGHT TO DECLINE

- 6.1. The Fire Chief of any party may decline a request based on resource availability, competing emergencies, or other priorities.
- 6.2. The Fire Chief of any party may divert their resources to respond to another emergency.
- 6.3. No liability will be incurred by a party that declines to respond to a request for assistance.

7. REQUEST PROCESS

- 7.1. The Fire Chief or other authorized representative (see Section 4) of the Requesting Party may initiate a mutual aid request.
- 7.2. The Fire Chief of the Assisting Party is granted full authority to provide or, in their discretion, decline to provide Fire Services to the Requesting Party.
- 7.3. The Fire Chief of the Assisting Party is also authorized to determine the level of response provided based on available resources.
- 7.4. The parties agree to work together to create procedures for verifying the identify of the person requesting assistance in order to prevent false alarms or fake requests for assistance.

8. COST AND COMPENSATION

- 8.1. Fees for Fire Services will be charged as per the Assisting Party's bylaw, policy, resolution, or the current SGI Vehicle Fire and Accident callout rate.
- 8.2. Changes to fees must be communicated among the parties.
- 8.3. The Assisting Party will invoice the Requesting party within thirty (30) days after service. Payment for services is due within ninety (90) days of receipt of the invoice.

9. INSURANCE

Each participating municipality agrees to maintain property and general liability insurance to commercially reasonable levels.

10. INDEMNIFICATION

Each party agrees to indemnify the other for any damage or claims of any nature due to any act done in good faith pursuant to this agreement. This will include, but not be limited to, all claims, losses, costs, and expenses by reason of any injury to any person or damage to any property. This responsibility continues even after the agreement ends, for any issues that arose while it was in effect.

11. EMERGENCIES INVOLVING HAZARDOUS MATERIALS

This agreement does not override obligations to report hazardous materials incidents as required by law.

12. TERM AND TERMINATION

12.1. This agreement takes effect upon execution by all parties.

12.2. Any participating municipality may terminate this agreement with sixty (60) days written notice.

13. GENERAL PROVISIONS

13.1. This agreement is governed by the laws of the Province of Saskatchewan.

13.2. Changes to this agreement must be made in writing and signed by all parties.

13.3. Any term deemed unenforceable will not affect the validity of the remainder.

13.4. Time is of the essence in the execution of all terms.

13.5. Notices must be delivered in person or via registered mail.

13.6. This agreement binds all parties and their successors.

IN WITNESS WHEREOF, the undersigned municipalities agree to the above terms:

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Pense
Box 125
Pense, SK S0G 3W0

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Lumsden
Box 160
Lumsden, SK S0G 3C0

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Regina Beach
Box 10
Regina Beach, SK S0G 4C0

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Southey
Box 248
Southey, SK S0G 4P0

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Town of Strasbourg
Box 369
Strasbourg, SK S0G 4V0

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of Lumsden No. 189
Box 160
Lumsden, SK S0G 3C0

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of Dufferin No. 190
Box 67
Bethune, SK S0G 0H0

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of Longlaketon No. 219
Box 100
Earl Grey, SK S0G 1J0

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of McKillop No. 220
Box 220
Bulyea, SK S0G 0L0

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**R.M. of Sherwood No. 159
Box 40029 Grasslands PO
Regina, SK S4W 0L3**

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

R.M. of Pense No. 160
Box 190
Pense, SK S0G 3W0

Reeve

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Village of Bethune
Box 209
Bethune, SK
S0G 0H0

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Village of Buena Vista
1050 Grand Ave
Buena Vista, SK S2V 1A2**

Mayor

SEAL

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Village of Disley
Box 60, R.R. 1
Lumsden, SK S0G 3C0**

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Village of Craven
Box 30
Craven, SK S0G 0W0

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Village of Siltion
Box 1
Siltion, SK S0G 4L0**

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Village of Earl Grey
Box 100
Earl Grey, SK S0G 1J0**

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Resort Village of Lumsden Beach
Box 704
Regina Beach, SK S0G 4C0**

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

**Resort Village of Saskatchewan Beach
Box 220
Silton, SK S0G 4L0**

SEAL

Mayor

Administrator

Exhibit "A" to Bylaw NO. _____

Municipal Mutual Aid Agreement

Resort Village of Kannata Valley
Box 166
Silton, SK
S0G 4L0

SEAL

Mayor

Administrator