

RURAL MUNICIPALITY OF ABERDEEN NO. 373

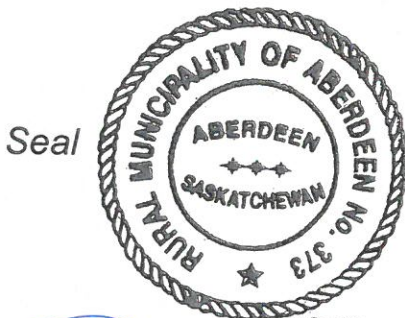
BYLAW NO. 2019 – 05

**A Bylaw Of The Rural Municipality of Aberdeen No. 373 To Provide For Entering Into An Agreement For The Purpose of Providing Fire Protection.**

The Council of the Rural Municipality of Aberdeen No. 373 in the Province of Saskatchewan enacts as follows:

1. The Rural Municipality of Aberdeen No. 373 is hereby authorized to enter into an agreement attached hereto and forming part of this bylaw and identified as "SCHEDULE A" and "SCHEDULE B" with the Rural Municipality of No. 372 for the purpose stated within the agreement.
2. The Reeve and the Administrator of the Rural Municipality of Aberdeen No. 373 are hereby authorized to sign and execute the attached agreement, identified as "SCHEDULE A".
3. The Reeve and the Administrator of the Rural Municipality of Aberdeen No. 373 are hereby authorized to sign and execute the attached agreement, identified as "SCHEDULE B".
4. This bylaw shall have force and effect on the date of mutual signing of the attached agreement.

Enacted this 13<sup>th</sup> day of June, 2019.



Reeve

Administrator

Certified a true copy of Bylaw 2019-05  
Adopted by the Council on June 13<sup>th</sup>, 2019.

Gary Dziadyk (Administrator)



**EXHIBIT "A"**

**MUNICIPAL MUTUAL AID FIRE PROTECTION AGREEMENT**

Memorandum of agreement this 13<sup>th</sup> day of June, 2019

THIS AGREEMENT between

RURAL MUNICIPALITY OF ABERDEEN NO. 373

& TOWN OF ABERDEEN

In the Province of Saskatchewan

AND

THE RURAL MUNICIPALITY OF GRANT NO. 372

In the Province of Saskatchewan

THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Rural Municipality of Grant No. 372 hereby agrees to provide fire protection services to the residents of the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen within the municipal limits.
2. Subject to Section 5, the Rural Municipality of Grant No. 372 agrees to provide the use of the Rural Municipality of Grant No. 372 owned equipment to the scene of the fire and that the Rural Municipality of Grant No. 372 Fire Chief or his designate will be responsible to act reasonable in dispatching to the scene of a fire.
3. Subject to Section 5, the Rural Municipality of Grant No. 372 agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances.
4. The Rural Municipality of Grant No. 372 makes no representation or warranties as to the condition and adequacies of the fire trucks and their ability, or ability of the fire department of the Rural Municipality of Grant No. 372, consequently, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen waives all claims, demands, suits or actions that it may have at any time against the Rural Municipality of Grant No. 372 that may occur or arise pursuant to the terms and conditions hereof.

*Ju MCB*

5. The Rural Municipality of Grant No. 372 agrees that in the event a fire should arise in both the Rural Municipality of Grant No. 372 and the Rural Municipality of Aberdeen No. 373 or the Town of Aberdeen, the Fire Department shall firstly attend the fire in the Rural Municipality of Aberdeen No. 373 and/or Town of Aberdeen or may withdraw from attending a fire in the Rural Municipality of Grant No. 372, and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen agrees that when the Rural Municipality of Grant No. 372 Fire Department arrives at the scene of a fire, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Department shall transfer the firefighting operations responsibility to the Rural Municipality of Grant No. 372 Fire Department, and at the approval of the Rural Municipality of Grant No. 372 Fire Chief or his designate shall withdraw from attending the fire in the Rural Municipality of Grant No. 372.
7. The Rural Municipality of Grant No. 372 agrees that when the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Chief or his designate decides that backup or additional fire equipment is required and the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Chief or his designate call for mutual assistance, the Rural Municipality of Grant No. 372 will honor payment for any charges made by those respective departments.
8. Fire call out fees for the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen will be as follows:  

\*\*\* Basic Flat Call Out Fee \$1,000.00
9. The Rural Municipality of Grant No. 372 further agrees that the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen may charge for every fire call, made by the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Department, directly to the Rural Municipality of Grant No. 372, such charges shall be in accordance with the established rates, as herein stated.
10. It is understood and agreed between the parties hereto that this agreement shall be continuous, but that either party may terminate this agreement upon sixty days notice in writing to the other party of such termination to do so. The agreement shall terminate sixty days from the receipt of notice of termination.
11. This agreement shall come into force and take effect from and after June 13, 2019.

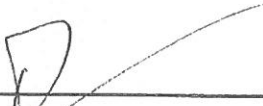




IN WITNESS WHEREOF the Councils of the respective parties have hereto agreed by affixing their respective seals and signatures of the officials this 13th Day of June, 2019



RURAL MUNICIPALITY OF GRANT NO. 372

  
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Mayor Reeve

  
\_\_\_\_\_

Administrator



RURAL MUNICIPALITY OF ABERDEEN NO. 373

  
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Reeve

  
\_\_\_\_\_

Administrator



TOWN OF ABERDEEN

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Administrator





**EXHIBIT "B" BYLAW**

**MUNICIPAL MUTUAL AID FIRE PROTECTION AGREEMENT**

Memorandum of agreement this 13<sup>th</sup> day of June , 2019

**THIS AGREEMENT between**

**RURAL MUNICIPALITY OF ABERDEEN NO. 373**

**& TOWN OF ABERDEEN**

**In the Province of Saskatchewan**

**AND**

**THE RURAL MUNICIPALITY OF GRANT NO. 372**

**In the Province of Saskatchewan**

**THIS AGREEMENT WITNESSES AS FOLLOWS:**

1. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen hereby agrees to provide fire protection services to the residents of the Rural Municipality of Grant No. 372 within the municipal limits.
2. Subject to Section 5, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen agrees to provide the use of the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen owned equipment to the scene of the fire and that the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Chief or his designate will be responsible to act reasonable in dispatching to the scene of a fire.
3. Subject to Section 5, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances.
4. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen makes no representation or warranties as to the condition and adequacies of the fire trucks and their ability, or ability of the fire department of the Rural Municipality of Aberdeen No.373 and the Town of Aberdeen, consequently, the Rural Municipality of Grant No. 372 waives all claims, demands, suits or actions that it may have at any time against the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen that may occur or arise pursuant to the terms and conditions hereof.

5. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen agrees that in the event a fire should arise in both the Rural Municipality of Grant No. 372 and the Rural Municipality of Aberdeen No. 373 and/or the Town of Aberdeen, the Fire Department shall firstly attend the fire in the Rural Municipality of Grant No. 372 or may withdraw from attending a fire in the Rural Municipality of Aberdeen No. 373 and/or the Town of Aberdeen, and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. The Rural Municipality of Grant No. 372 agrees that when the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Department arrives at the scene of a fire, the Rural Municipality of Grant No. 372 Fire Department shall transfer the firefighting operations responsibility to the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Department, and at the approval of the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen Fire Chief or his designate shall withdraw from attending the fire in the Rural Municipality of Aberdeen No. 373 and/or the Town of Aberdeen.
7. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen agrees that when the Rural Municipality of Grant No. 372 Fire Chief or his designate decides that backup or additional fire equipment is required and the Rural Municipality of Grant No. 372 Fire Chief or his designate call for mutual assistance, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen will honor payment for any charges made by those respective departments.
8. Fire call out fees for the Rural Municipality of Grant No. 372 will be as follows:  

\*\*\* Basic Flat Call Out Fee \$1,000.00
9. The Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen further agrees that the Rural Municipality of Grant No. 372 may charge for every fire call, made by the Rural Municipality of Grant No. 372 Fire Department to residents of the Rural Municipality of Aberdeen No. 372 and the Town of Aberdeen to whom service is provided, such charges shall be in accordance with the established rates, as herein stated and in the event such charge is not paid within 90 days of invoicing, the Rural Municipality of Aberdeen No. 373 and the Town of Aberdeen shall render payment of such account.
10. It is understood and agreed between the parties hereto that this agreement shall be continuous, but that either party may terminate this agreement upon sixty days notice in writing to the other party of such termination to do so. The agreement shall terminate sixty days from the receipt of notice of termination.






11. This agreement shall come into force and take effect from and after June 13, 2019.

IN WITNESS WHEREOF the Councils of the respective parties have hereto agreed by affixing their respective seals and signatures of the officials this 13th Day of June, 2019.



RURAL MUNICIPALITY OF GRANT NO. 372

  
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Mayor *Reeve*

  
\_\_\_\_\_

Administrator



RURAL MUNICIPALITY OF ABERDEEN NO. 373

  
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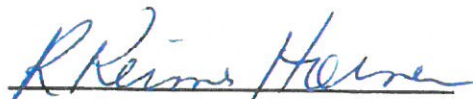
Reeve

  
\_\_\_\_\_

Administrator



TOWN OF ABERDEEN

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Administrator

