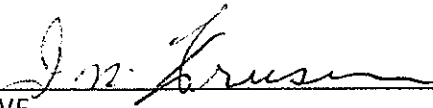


BYLAW NO. 9502

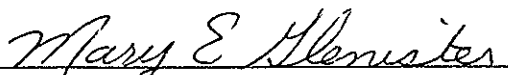
A BYLAW OF THE RURAL MUNICIPALITY OF ABERDEEN NO. 373 IN THE PROVINCE OF SASKATCHEWAN TO PROVIDE FOR ENTERING INTO AN AGREEMENT FOR THE PURPOSES OF FIRE PROTECTION

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", with the Town of Aberdeen for the purposes 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. This bylaw shall have force and effect on the date of mutual signing of the attached agreement.
4. Bylaw 8902 is hereby repealed.


REEVE


SEAL


ADMINISTRATOR

Certified a true copy of Bylaw No. 9502

Adopted by Resolution No. 95102 of Council

on the 12th day of June, 19 95


Administrator

SCHEDULE A

Memorandum of Agreement made in duplicate this 13th day of June, 1995

BETWEEN: THE RURAL MUNICIPALITY OF ABERDEEN # 373
(hereinafter referred to as "the R.M.")

AND: THE TOWN OF ABERDEEN
(hereinafter referred to as "the Town")

Witnesseth as follows:


In consideration of the mutual promises herein expressed and the payments to be made, the parties hereto agree:

1. To provide fire protection services to the residents of the municipalities party to this agreement according to the following terms and conditions:
 - A. The Town and R.M. agree to provide fire protection services to residents of the Town and R.M., including the use of the fire truck. The services are to be rendered by the joint Aberdeen Volunteer Fire Department.
 - B. Financial Expenditures will be shared between the municipalities party to this agreement as follows:
 - 1) Capital Expenditures: The Town and the R.M. shall share equally on the cost of any capital purchases. Each share may include any capital grants which the respective municipality has access to.
 - 2) Operation Expenditures: The Town will contribute 75% and the R.M. will contribute 25% of the cost of actual upkeep and maintenance of the Fire Hall building, with the assumption that 50% of the Fire Hall is used as a Town shop.
 - 3) Fire Equipment & Vehicle Repair: Each municipality shall contribute equally towards the cost of maintenance and repair of all equipment owned and operated by the Aberdeen Volunteer Fire Department.
 - C. Method of Payment:
 - 1) The Town of Aberdeen shall be responsible for purchase of all capital and operational items required. The Town shall render accounts to the R.M. as follows:
 - a. Capital Purchases: All capital purchases shall be approved by both municipalities prior to the purchase. Upon purchase, the Town shall immediately submit an account to the R.M..
 - b. Operating Expenses: Prior to January 31, an account of all Fire Department revenue and expenditures for the previous year, together with the agreed cost share breakdown, shall be submitted to the R.M. by the Town.

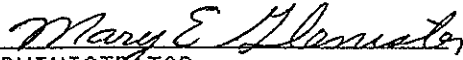
- D. Storage of Equipment - All fire equipment existing or to be purchased will be housed in the Fire Hall situated within the Town.
2. The fire truck and fire fighting equipment may be utilized for fires, extrication rescues or medical first responses to motor vehicle accidents on public highways within the boundaries of the R.M.
 3. A flat rate fee of \$500.00 per fire call will be charged by the R. M. to calls on private property within the R. M. of Aberdeen No. 373. The \$500.00 will be used as follows:
 - A. to cover all costs incurred by the R. M. in respect to fire calls within the R.M. responded to by other Fire Departments and charged to the R.M.
 - B. the cost of wages paid to R.M. employees while carrying out duties as fire chief during regular working hours
 - C. any amount left after expenses are covered will be used for the purchase of capital assets required by the Volunteer Fire Department as determined by the R.M. council in consultation with the Volunteer Fire Department
 4. The Volunteer Fire Department shall report to the R.M. all fire calls attended to within the R.M. and shall indicate if possible:
 - A. date and time of fire call
 - B. name of person who gave the alarm
 - C. the name of the owner of the property
 - D. the land description
 - E. probable cause of the fire
 6. This agreement shall be continuous unless terminated by either party to the agreement. Notice of termination must be served to the other party by registered mail at least six months prior to the termination date of the agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, attested by the signatures of authorized officers, on the day and year first written above.

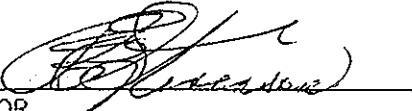
RURAL MUNICIPALITY OF ABERDEEN #373


REEVE

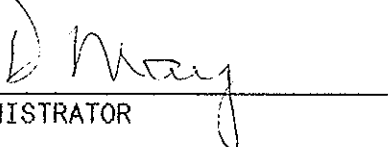
SEAL


ADMINISTRATOR

TOWN OF ABERDEEN


MAYOR

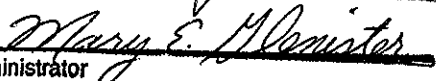
SEAL


ADMINISTRATOR

Certified a true copy of Bylaw No. 9502

Adopted by Resolution No. 512 of Council

on the 12th day of June, 19 95


Administrator