BYLAW NO. 2024-05

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 AND FIRST RESPONDER SERVICES

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 purpose stated within the agreement.
- 2. The Reeve and 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 Bylaw 9502 is hereby repealed.

REEVE

ADMINISTRATOR



SCHEDULE A

Memorandum of Agreement made in duplicate this 15 day of 00 to 00, 2024

BETWEEN: THE RURAL MUNICIPALITY OF ABERDEEN NO. 373 (hereinafter referred to as "the RM)

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 and first responder services to the residents of the municipalities party to this agreement according to the following terms and conditions:
 - a. The Town and RM agree to provide fire protection and first responder services to residents of the Town and the RM. The services are to be rendered by the joint Aberdeen Volunteer Fire Department and the joint Aberdeen First Responders.
 - b. Financial Expenditures will be shared between the municipalities party to this agreement as follows:
 - Capital Expenditures: Each municipality shall contribute equally towards the cost of any capital purchases. Each share may include any capital grants which the respective municipality has access to.
 - ii. Operation Expenditures: The Town will contribute 50% and the RM will contribute 50% of the cost of the actual upkeep and maintenance of the emergency services building.
 - iii. 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 and Aberdeen First Responders.

c. Method of Payment:

- i. The Town of Aberdeen shall be responsible for purchase of all capital and operational items required for the Aberdeen Fire Department. The Town shall render accounts to the RM as follows:
 - a) Capital Purchase: All capital purchase shall be approved by both municipalities prior to the purchase. Upon purchase, the Town shall immediately submit an account to the RM
 - 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 RM by the Town.
- c) Storage of Equipment: All fire equipment existing or to be purchase will be housed in the emergency services building situated within the Town.
- ii. The RM of Aberdeen No. 373 shall be responsible for purchase of all capital and operational items required for the Aberdeen First Responders. The RM shall render accounts to the Town as follows:
 - a) Capital Purchase: All capital purchase shall be approved by both municipalities prior to the purchase. Upon purchase, the RM shall immediately submit an account to the Town.
 - b) Operating Expenses: Prior to January 31, an account of all First Responder revenue and expenditures for the previous year, together with the agreed cost share breakdown, shall be submitted to the Town by the RM.
 - c) Storage of Equipment: All equipment existing or to be purchase will be housed in the emergency services building situated within the Town.
- 2. The fire trucks, firefighting equipment, first responder vehicles, first responder's supplies and equipment may be utilized for fires, extrication rescues or medical first response to motor vehicle accidents on public highways within the boundaries of both municipalities.
- 3. The RM reserves the right to charge a fee per fire call to calls on private property within the RM The fee will be used as follows:
 - a. To cover all costs incurred by the RM in respect to fire calls within the RM responded to by other Fire Departments and charged to the RM
 - b. The cost of wages paid to RM employees while carrying out duties to assist in the firefighting efforts.
 - c. To cover the cost of water and other supplies incurred by the RM in respect to fire calls within the RM
 - d. Any amount left after expenses are covered will be placed into a reserve account to be used for the purchase of capital assets required by the Volunteer Fire Department as determined by the RM Council in consultation with the Volunteer Fire Department.
- 4. The Volunteer Fire Department shall report to the RM all calls attended to within the RM and shall indicate if possible:
 - a. Date and time call
 - b. Type of call attended
 - c. Name of person who gave the alarm

- d. The name of the owner of the property
- e. The land description
- f. In the case of a fire, the probable cause
- 5. 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 6 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 NO. 373

REEV/E

ADMINISTRATOR

TOWN OF ABERDEEN

ADMINISTRATOR

ABERDEEN IN SUSKATCHENING SIC

