

BYLAW 9706

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 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 an agreement attached hereto and forming part of this bylaw and identified as "SCHEDULE A", with the Town of Vonda 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.

  
\_\_\_\_\_  
REEVE

S E A L

  
\_\_\_\_\_  
ADMINISTRATOR

Certified a true copy of Bylaw No. 9706

Adopted by Resolution No. 97227 of Council

on the 14th day of July, 1997

  
\_\_\_\_\_  
ADMINISTRATOR

IN WITNESS WHEREOF THE R.M. Of Aberdeen #373 hereto affixed its corporate seal and duly attests by the hands of its officers authorized in this behalf this

9th day of June [Month] A.D. 1997 [Year].

Justin Mayor, Reeve or Overseer

Mary E. Manister Clerk or Secretary-Treasurer

Certified a true copy of Bylaw No. 9705

Adopted by Resolution No. 97100 of Council

on the 9th day of June, 19 97

Mary E. Manister  
Administrator

SCHEDULE A

FIRE PROTECTION AGREEMENT

Memorandum of agreement this 2ND day of, JULY, 1997

Between the: Rural Municipality of Aberdeen #373

A N D

Town of Vonda

This agreement witnesses as follows:

1. The Town of Vonda hereby agrees to provide fire protection services to the residents of the Rural Municipality of Aberdeen #373 within the municipal limits.
2. Subject to Section 5, the Town of Vonda agrees to provide the use of Town of Vonda owned equipment to the scene of the fire, and that the Town of Vonda Fire Chief or his designate, will be responsible to act reasonable in dispatching to the scene of the fire.
3. Subject to Section 5, the Town of Vonda agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances.
4. The Town of Vonda 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 Town of Vonda, consequently, the Rural Municipality of Aberdeen #373 waives all claims, demands, suits, or actions that it may have at any time against the Town of Vonda that may occur or arise pursuant to the terms and conditions hereof.
5. The Rural Municipality of Aberdeen #373 agrees that in the event that a fire should arise in both the Town of Vonda and the Rural Municipality of Aberdeen #373, the Fire Department shall firstly attend the fire in the Town of Vonda or may withdraw from attending a fire in the Rural Municipality of Aberdeen #373 and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. The Town of Vonda agrees that when the Rural Municipality of Aberdeen #373 Fire Department arrives at the scene of a fire, the Town of Vonda's Fire Department shall transfer the fire fighting operations responsibility to the Rural Municipality of Aberdeen #373 Fire Department, and at the approval of the Rural Municipality of Aberdeen #373 Fire Chief, or his designate, shall withdraw from attending the fire in the Rural Municipality of Aberdeen #373.

SCHEDULE A

FIRE PROTECTION AGREEMENT

Memorandum of agreement this 2<sup>ND</sup> day of, July, 1997

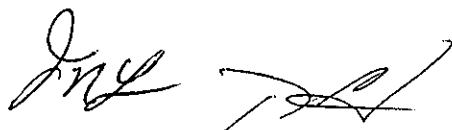
Between the: RURAL MUNICIPALITY OF ABERDEEN NO. 373

A N D

TOWN OF VONDA

This agreement witnesses as follows:

1. The Rural Municipality of Aberdeen, #373 hereby agrees to provide fire protection services to the residents of the Town of Vonda within the municipal limits.
2. Subject to Section 5, The Rural Municipality of Aberdeen No. 373 agrees to provide the use of Rural Municipality of Aberdeen #373 owned equipment to the scene of the fire, and that the Rural Municipality of Aberdeen #373 Fire Chief or his designate, will be responsible to act reasonable in dispatching to the scene of the fire.
3. Subject to Section 5, the Rural Municipality of Aberdeen No. 373 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 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, consequently, the Town of Vonda waives all claims, demands, suits, or actions that it may have at any time against the Rural Municipality of Aberdeen No. 373 that may occur or arise pursuant to the terms and conditions hereof.
5. The Town of Vonda agrees that in the event that a fire should arise in both the Rural Municipality of Aberdeen No. 373 and the Town of Vonda, the Fire Department shall firstly attend the fire in the Rural Municipality of Aberdeen No. 373, or may withdraw from attending a fire in the Town of Vonda 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 agrees that when the Town of Vonda's Fire Department arrives at the scene of a fire, the Rural Municipality of Aberdeen No. 373's Fire Department shall transfer the fire fighting operations responsibility to the Town of Vonda's Fire Department, and at the approval of the Town of Vonda's Fire Chief, or his designate, shall withdraw from attending the fire in the Town of Vonda.



SCHEDULE A

7. The Town of Vonda agrees that when the Rural Municipality of Aberdeen #373's Fire Chief or his designate, decides that backup or additional fire equipment is required and the Rural Municipality of Aberdeen No. 373's Fire chief, or his designate, calls for mutual assistance, the Town of Vonda will honour payment for any charges made by those respective departments.
8. Fire call out fees for the Rural Municipality of Aberdeen No. 373 will be as follows:  

Basic Flat Rate Call Out Fee \$500.00
9. The Town of Vonda further agrees that the Rural Municipality of Aberdeen N. 373 may charge for every fire call, made by the Rural Municipality of Aberdeen No. 373 Fire Department to residents of the Town of Vonda to whom service is provided, such charges may 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 Town of Vonda 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 intention to do so. The agreement shall terminate sixty days from receipt of notice of termination.

Town of Vonda

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Administrator

SEAL

Rural Municipality of Aberdeen #373

  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator


SEAL

SCHEDULE A

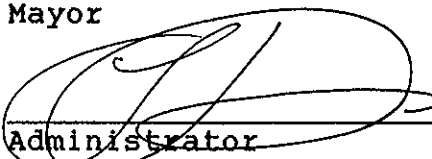
7. The Rural Municipality of Aberdeen #373 agrees that when the Town of Vonda's Fire Chief or his designate, decides that backup or additional fire equipment is required and the Town of Vonda's Fire Chief, or his designate, calls for mutual assistance, the Rural Municipality of Aberdeen #373 will honour payment for any charges made by those respective departments.
8. Fire call out fees for the Town of Vonda will be as follows:  

Basic Flat Rate Call Out Fee \$500.00
9. The Rural Municipality of Aberdeen 3373 further agrees that the Town of Vonda may charge for every fire call, made by the Town of Vonda Fire Department to residents of the Rural Municipality of Aberdeen #373 to whom service is provided, such charges may 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 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 intention to do so. The agreement shall terminate sixty days from receipt of notice of termination.

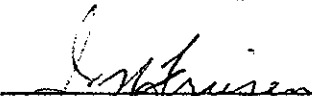
Town of Vonda

  
\_\_\_\_\_  
Mayor

S E A L

  
\_\_\_\_\_  
Administrator

Rural Municipality of Aberdeen #373

  
\_\_\_\_\_  
MARY E. REEVE

S E A L

  
\_\_\_\_\_  
Mary E. Blenister  
Administrator