

BYLAW -9903

**A BYLAW OF THE RURAL MUNICIPALITY OF
ABERDEEN, NO. 373 TO ENTER INTO AN AGREEMENT
TO PROVIDE FIRE PROTECTION SERVICES**

WHEREAS the Rural Municipality of Aberdeen, No. 373, pursuant to Section 214.1 (2) of the Rural Municipality Act, desires to provide fire protection service to the residents of the Rural Municipality of Blucher, No. 343.

AND WHEREAS the Rural Municipality of Aberdeen, No. 373, pursuant to Section 214.1 (2) of the Rural Municipality Act, desires to provide fire protection service to the residents of the Rural Municipality of Aberdeen, No. 373 by entering into an agreement with the Rural Municipality of Blucher, No. 343;

AND WHEREAS the terms of such association to be performed by each of the said municipalities have been set out in the said attached agreement to this Bylaw, and have been confirmed by Bylaw of each of the said municipalities.

NOW THEREFORE, the Rural Municipality of Aberdeen, No. 373 in the Province of Saskatchewan, hereby enacts as follows:


5. It shall be lawful for the Rural Municipality of Aberdeen, No. 373 to enter into the said agreement with the Rural Municipality of Blucher, No. 343 for the purpose as stated in the agreement to be incorporated as Schedule "A" to this Bylaw and forms part hereof and for the fees as stated and incorporated as Schedule "B" to this Bylaw and forms part hereof.
6. The Reeve and Administrator are hereby authorized, empowered and directed to execute the said agreement on behalf of the Rural Municipality of Aberdeen, No. 373 and to attach the corporate seal of the Rural Municipality of Aberdeen, No. 373 thereto and to do or cause to be done, all acts, matters and things which may be necessary for the due performance and fulfillment of the terms of the said agreement.
7. The Bylaw shall come into force and take effect from and after the day of final passing thereof.
8. Bylaw No. 9004 is hereby repealed.


Reeve

SEAL


Administrator

Certified a true copy of the bylaw 9903
adopted by resolution of the Council
on the 7th day of
July, 1999.


Administrator

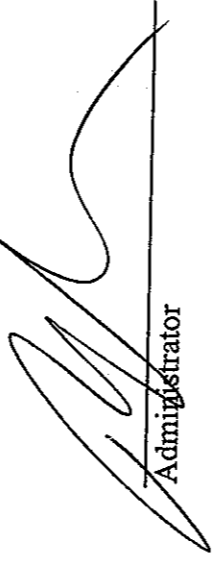
9. Blucher further agrees that Aberdeen may charge for every fire call, made by the Aberdeen Fire Department, to residents and property owners located within Blucher, to whom service is provided, such charges may be in accordance with the established rates, as herein stated, and in the event such charge is not paid within 30 days of invoicing, Blucher, 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.

The Rural Municipality of Blucher, #343


Reeve

SEAL


Administrator

Rural Municipality of Aberdeen, No.
373


Mayor

SEAL


Administrator

Certified a true copy of Bylaw No. 9903

Adopted by Resolution No. 9917 of Council

on the 24 day of July, 19 99


Administrator

**SCHEDULE 'A' TO BYLAW NO. 9903
FIRE PROTECTION AGREEMENT**

Memorandum of agreement made this 7th day of July, 1999,

Between: The Rural Municipality of Aberdeen, No. 373
 of Aberdeen, in the Province of Saskatchewan.

AND

The Rural Municipality of Blucher, No. 343
of Bradwell, in the Province of Saskatchewan.

This agreement witnessed as follows:

1. The Rural Municipality of Aberdeen, No. 373 ("Aberdeen") hereby agrees to provide fire protection services to the Rural Municipality of Blucher, #343 ("Blucher"), and to residents and property owners located within Blucher.
2. Subject to Section 5, Aberdeen agrees to provide the use of Aberdeen owned equipment to the scene of the fire, and that the Aberdeen Fire Chief, or his designate, will be responsible to act reasonably in dispatching to the scene of the fire.
3. Subject to Section 5, Aberdeen agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances.
4. Aberdeen makes no representation or warranty as to the condition or adequacy of the fire trucks, as to the ability of the fire trucks and related equipment or of the fire department of Aberdeen to extinguish any fire. Consequently, Blucher hereby releases Aberdeen from any liability claim that Blucher may possess with respect to the performance or non-performance of fire fighting services arising pursuant to the terms and conditions of this agreement. Blucher further indemnifies and saves harmless Aberdeen with respect to any claim, demand, suit or action that a third party may bring with respect to services provided by Aberdeen hereunder.
5. Blucher agrees, that in the event that a fire should arise in both Aberdeen and Blucher, the Aberdeen Fire Department shall firstly attend the fire in the Aberdeen, or may withdraw from attending a fire in Blucher, and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. Aberdeen agrees that when the Blucher Fire Department arrives at the scene of the fire, the Aberdeen Fire Department shall transfer the fire fighting operations responsibility to the Blucher Fire Department, and at the approval of the Blucher Fire Chief, or his designate, shall withdraw from attending the fire in Blucher.
7. Blucher, agrees that when the Aberdeen Fire Chief, or his designate, decides that back up or additional fire equipment is required and the Aberdeen Fire Chief, or his designate call for mutual assistance, Blucher will honor payment for any charges made by those respective departments.
8. Fire call out fees for Aberdeen shall be as stated in the attached Schedule "B" to this Agreement.

Schedule B to Bylaw No. 9903
Fire Protection Agreement
Fee Schedule

1. Fees will be based on an alarm basis, not on the number of units responding.
 - * 1 alarm fire (ie: small grass fire, auto fire, fire monitoring)
 - * 1st hour - 1st hour fee
 - * additional hours or part thereof - hourly fee for one unit
 - * 2 alarm fire (ie: large grass fire, major highway accident, non-interior structural incident)
 - * 1st hour - 1st hour fee plus one additional unit's hourly fee
 - * additional hours or part thereof - two times additional hourly fee
 - * 3 alarm fire (ie: major grass fire, interior structural incident)
 - * 1st hour - 1st hour fee plus two additional unit's hourly fee
 - * additional hours or part thereof - three times additional hourly fee
2. Fee:

* 1st hour:	\$300.00
* Each additional hour or part thereof (per unit)	\$150.00
3. The fire chiefs shall consult and make a determination as to what level of alarm each fire is. An appeal may be made by any concerned party, in writing, to the R.M. Council of the municipality where the fire takes place.

Verified a true copy of Bylaw No. 9903 Schedule B

Adopted by Resolution No. 9917 of Council

on the 7th July, 19 99

Mary E. Hamaker
Administrator

SCHEDULE 'A' TO BYLAW NO 7-99
FIRE PROTECTION AGREEMENT

Memorandum of agreement made this 17 day of Nov, 1999

Between: The Rural Municipality of Blucher, No. 343
of Bradwell, in the Province of Saskatchewan.

AND

The Rural Municipality of Aberdeen, No. 373
of Aberdeen, in the Province of Saskatchewan.

This agreement witnessed as follows:

1. The Rural Municipality of Blucher, #343 ("Blucher"), hereby agrees to provide fire protection services to the Rural Municipality of Aberdeen, No. 373 ("Aberdeen") and to residents and property owners located within Aberdeen.
2. Subject to Section 5, Blucher agrees to provide the use of Blucher owned equipment to the scene of the fire, and that the Blucher Fire Chief, or his designate, will be responsible to act reasonably in dispatching to the scene of the fire.
3. Subject to Section 5, Blucher agrees to keep the fire equipment in good operating order and maintain the same as may be necessary in the circumstances.
4. Blucher makes no representation or warranty as to the condition or adequacy of the fire trucks, as to the ability of the fire trucks and related equipment or of the fire department of Blucher to extinguish any fire. Consequently, Aberdeen hereby releases Blucher from any liability claim that Aberdeen may possess with respect to the performance or non-performance of fire fighting services arising pursuant to the terms and conditions of this agreement. Aberdeen further indemnifies and saves harmless Blucher with respect to any claim, demand, suit or action that a third party may bring with respect to services provided by Blucher hereunder.
5. Aberdeen agrees, that in the event that a fire should arise in both Blucher and Aberdeen, the Blucher Fire Department shall firstly attend the fire in the Blucher, or may withdraw from attending a fire in Aberdeen, and there shall be no liability attached for failure to attend at the scene of the fire covered by this agreement.
6. Blucher agrees that when the Aberdeen Fire Department arrives at the scene of the fire, the Blucher Fire Department shall transfer the fire fighting operations responsibility to the Aberdeen Fire Department, and at the approval of the Aberdeen Fire Chief, or his designate, shall withdraw from attending the fire in Aberdeen.
7. Aberdeen, agrees that when the Blucher Fire Chief, or his designate, decides that back up or additional fire equipment is required and the Blucher Fire Chief, or his designate call for mutual assistance, Aberdeen will honor payment for any charges made by those respective departments.
8. Fire call out fees for Blucher shall be as stated in the attached Schedule "B" to this Agreement.


9. Aberdeen further agrees that Blucher may charge for every fire call, made by the Blucher Fire Department, to residents and property owners located within Aberdeen, 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 30 days of invoicing, 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.

The Rural Municipality of Blucher, #343


Reeve

SEAL


Administrator

Rural Municipality of Aberdeen, No.
373


Mayor

SEAL


Administrator