

Rural Municipality of Marriott No. 317

MUTUAL AID AREA AGREEMENT BYLAW

BYLAW NO. 02-2016

A BYLAW TO ENTER INTO A MUTUAL AID AREA AGREEMENT WITH THE TOWN OF ROSETOWN AND THE RURAL MUNICIPALITY OF ST. ANDREWS NO. 287, RURAL MUNICIPALITY OF PLEASANT VALLEY NO. 288 AND THE RURAL MUNICIPALITY OF MOUNTAIN VIEW NO. 318 TO PROVIDE FOR SHARED FIRE PROTECTION.

The Council of the Rural Municipality of Marriott, in the Province of Saskatchewan, enacts as follows:

1. Approval is hereby authorized to enter into an agreement with the Town of Rosetown and the Rural Municipality of St. Andrews No. 287, Rural Municipality of Pleasant Valley No. 288, and the Rural Municipality of Mountain View No. 318 to provide shared fire protection services within the boundaries of the before mentioned municipalities.
2. The terms of the agreement are defined in the "Mutual Aid Area Agreement" between the parties involved, being attached to and marked as Schedule "A." to this bylaw.
3. The Reeve and the Administrator of the Rural Municipality of Marriott No. 317 are hereby authorized to sign the agreement on behalf of the municipality and affix thereto the corporate seal of the Municipality.
4. That Bylaw No. 1-02, Bylaw No. 5-98, Bylaw No. 3-98, Bylaw No. 2-95, Bylaw No. 1-92, Bylaw No. 5-90, Bylaw No. 2-89, and Bylaw No. 1-85 are hereby repealed.

Read a first time this

09 day of August, 2016


Read a second time this

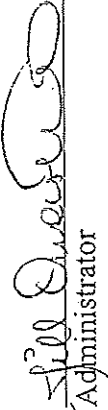
09 day of August, 2016

Read a third time and passed this


09 day of August, 2016




Reeve


Administrator

Certified a true and correct copy of Bylaw No. 2-2016
passed by the Council of the Rural Municipality of
Marriott No. 317 on the 9 day of August


Reeve


Administrator



MUTUAL AID AREA AGREEMENT

Schedule "A"

This agreement made in quintuplicate this 19th day of July, 2016.

BETWEEN:

The Town of Rosetown
(herein after called the Party of the First Part)

AND:

The Rural Municipality of St. Andrews No. 287;
The Rural Municipality of Marriott No. 317;
The Rural Municipality of Pleasant Valley No. 288; and
The Rural Municipality of Mountain View No. 318
(herein after called the Parties of the Second Part)

WHEREAS the parties of the second part are the owners of a fire truck and the party of the first part is the owner of the fire hall used for the purpose of housing said truck;

AND WHEREAS the manning of the said fire truck in the event of fires within the boundaries of the Parties of the second part has been arranged by mutual agreement between the parties to this agreement in the past,

Therefore; this agreement witnessed as follows:

1. The parties of the second part agree to pay to the party of the first part of the sum of Three Thousand Dollars (\$3,000.00) per annum for the rental of the fire hall station to be located with the Town of Rosetown's fire fighting equipment, and the town agrees to supply the necessary utilities including heat and light, and to provide janitorial services hereafter.
2. It is agreed between the parties hereto that the said annual rental shall be payable from the first day of January and until the 31st day of December, of each year, and shall be payable annually.
3. It is further agreed between the parties hereto that each member of the Rosetown Fire Department answering a fire alarm with respect to a fire in either the Rural Municipality of St. Andrews No. 287 or the Rural Municipality of Marriott No. 317 or the Rural Municipality of Pleasant Valley No. 288 or the Rural Municipality of Mountain View No. 318 shall be paid at the approved hourly rate for answering the call. Those members who actually attend the fire be paid the approved hourly rate per hour for the first hour, and the approved per hour for each subsequent hour. The above rates are subject to change to a maximum of the same rate as the general yearly wage increase given by council to town employees.
4. It is agreed and understood between the parties of this agreement that no more than five (5) members of the Rosetown Fire Department shall be required to attend to fire fighting in either of the above named municipalities at any one time.

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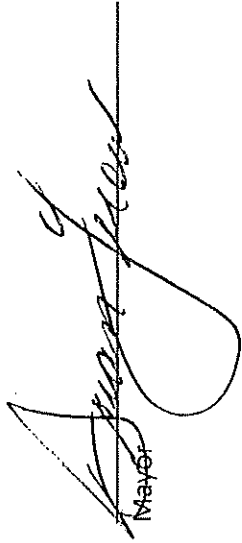
5. The parties of the second part agree that the monies payable to the members of the fire department should be paid by the parties of the second part within thirty (30) days after a statement of account has been received by them from the Rosetown Fire Department.
6. It is understood between the parties hereto that the party of the first part is required to pay the members of its Fire Department for practice meetings and for standby pay, the approved hourly rates per man for practice meetings and the approved hourly rate per man per day for standby pay for the five (5) long weekends, to a maximum of fifteen (15) man days per year. It is agreed between the parties to this agreement that the parties for the second part shall reimburse the party of the first part four-twentieths (4/20) of the costs to the Town of Rosetown for such practice meetings, at the above rate, or by mutual consent of the parties of the second part, or any revised rate, during the currency of this agreement, and standby pay, the standby rate will remain the same during the lift of the agreement.
7. The parties of the second part further covenant and agree to pay the party of the first part four-twentieths (4/20) of the cost to the party of the first part of training costs, and the alarm system. It is understood that the parties of the second part pay the costs of maintenance entirely, including gas, oil, batteries, repairs, etc., on their own truck.
8. The party of the first part agrees to pay the total levy for Workers' Compensation annually and to bill the parties for the Second part with four-twentieths (4/20) thereof, which the parties of the second part hereby agree to assume and pay.
9. The parties of the second part covenant and agree that liability insurance shall be the responsibility of the parties of the second part once their fire truck leaves the garage for the purpose of fighting a fire outside the limits of the Town of Rosetown, and the parties for the second part agree to indemnify and save harmless the party of the first part from any and all liability in connection therewith when such truck is used by personnel of the Rosetown Fire Department when attending a fire in either of the said Municipalities.
10. It is further agreed between the parties hereto that at the discretion of the Fire Chief, or Deputy Fire Chief of the Rosetown Fire Department the party of the first part shall have the use of the said truck for fighting a fire within the said Town of Rosetown free of charge. The party of the first part agrees to advise the parties of the second part whenever their truck has been used by the Rosetown Fire Department for the fighting of a fire in the Town of Rosetown. It is further agreed between the parties hereto that at the discretion of the Fire Chief or Deputy Fire Chief of the Rosetown Fire Department the party of the second part shall have the use of the Town Fire Truck for fighting a fire within the boundaries agreed to between the R.M. of St. Andrews No. 287, the R.M. of Marriott No. 317, the R.M. of Pleasant Valley No. 288, and the R.M. of Mountain View No. 318 free of charge. The Fire Chief or Deputy Fire Chief agrees to advise the parties for the second part whenever one of the Town's fire fighting trucks has been used for fighting a fire in the R.M.'s involved in this agreement.

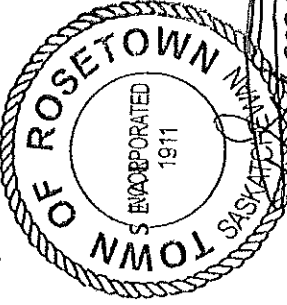
MUTUAL AID AREA AGREEMENT


11. The parties of the second part covenant and agree to pay all amounts payable under the terms of this agreement not herein before specifically provided for, within thirty (30) days following, the receipt for any account therefor from the party of the first part.
 12. That it is understood that the Fire Department will operate according to the Fire Departments 1995 Suggested Operating Procedures. That the Fire Department responds to high angle rescue confined space rescue and dangerous goods incidents on a non-technical basis.
 13. This agreement shall be effective from the term of three (3) years five (5) months beginning August 1, 2016 and ending December 31, 2019 and shall so stay in effect until a new agreement is signed, unless terminated by any of the parties hereto by the giving of one (1) year notice in writing of such intention.
- If written notification is received to terminate this agreement the R.M.'s will enter into negotiations to determine if a payout is required. If an agreement between the R.M.'s can not be obtained the R.M.'s hereby agree to enter into mediation, at their expense.
14. This agreement supersedes the Mutual Aid Area agreement signed March, 2005.

IN WITNESS WHEREOF, the corporate seals of the parties hereto attached by the hand of the proper officers.

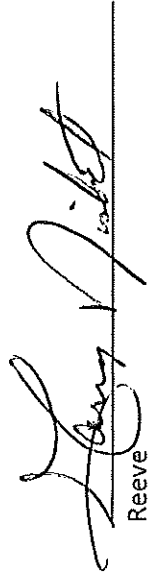
TOWN OF ROSETOWN


Mayor

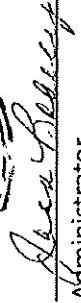



Administrator

R.M. OF ST. ANDREWS NO. 287


Reeve




Administrator

MUTUAL AID AREA AGREEMENT

R.M. OF MARRIOTT NO. 317

Colin H. Ahrens

Reeve



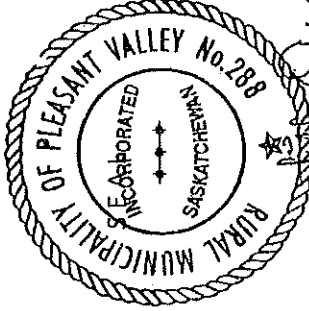
Neil D. Weir

Administrator

R.M. OF PLEASANT VALLEY NO. 288

DAJF

Reeve



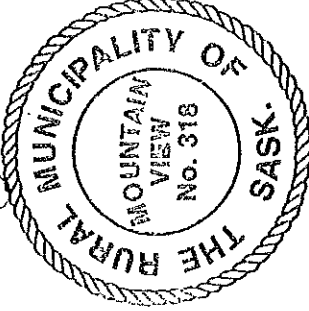
Neil D. Weir

Administrator

R.M. OF MOUNTAIN VIEW NO. 318

Robert D. Diobald

Reeve



Robert D. Diobald

Administrator