

Resort Village of Bird's Point

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Bylaw 07-05

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES

The Council of the Resort Village of Bird's Point in the Province of Saskatchewan, enacts as follows:

1. The Resort Village of Bird's Point is hereby authorized to enter into the agreement attached hereto and forming part of this Bylaw, and identified as "Attachment A", with the Village of Stockholm for the purpose stated within the agreement.
2. The Mayor and the Administrator of the Resort Village of Bird's Point are hereby authorized to sign and execute the attached agreement identified as "Attachment A".
3. Bylaw Number 36-93 is hereby repealed.

SEAL

MAYOR

ADMINISTRATOR

Introduced and read a first time this 15th day of August, 2005.
Read a second time this 15th day of August, 2005.
Read a third time this 15th day of August, 2005.

Certified a True Copy of Bylaw No. 05/05 passed by resolution of Council on the 15th day of August, 2005.

Administrator

ATTACHMENT "A"

This agreement made this _____ day of _____, 2005.

Between: The Village of Stockholm
 A municipal corporation in the Province of Saskatchewan

And The Resort Village of Bird's Point
 A municipal corporation in the Province of Saskatchewan

Whereas:

- A. The Village of Stockholm and the Resort Village of Bird's Point exist in close proximity;
and
- B. The Parties are empowered under Section 136 of *The Urban Municipality Act, 1984* to enter into agreements with other parties for the furnishing of fire-fighting services and fire-fighting equipment beyond their boundaries, on any terms that may be agreed upon;
and
- C. The Parties wish to agree herein to terms upon which fire-fighting services and equipment may be provided.

NOW, THEREFORE, THIS AGREEMENT WITNESSES:

Section 1: Terms of Agreement

- 1.1 This agreement shall be of force and effect from the effective date, and shall continue in effect until terminated by either Party in accordance with the provisions of Section 2.
- 1.2 The Stockholm and District Fire Department agrees to provide fire protection service within the Resort Village of Bird's Point in accordance with and subject to the terms set forth in this agreement.
- 1.3 The Stockholm and District Fire Department shall under no circumstances be liable for any damages or injury for failure to respond to any call or for delay in responding to any call due to prior obligations for fire services within the boundaries of its own municipality and/or Fire Protection District or as a result of the failure of the equipment to attend the incident scene.
- 1.4 The Resort Village of Bird's Point shall pay an annual retainer fee of five hundred (\$500.00) dollars to the Village of Stockholm as per terms of this agreement.
- 1.5 The following rates shall be charged for responding to fire calls in the Resort Village of Bird's Point:

Fire Truck:	Call Out	\$250.00
	Additional Time	\$ 50.00 per hour
Firemen:	Per man	\$ 15.00 per hour
Mileage:	\$ 1.50 per km (\$2.40 per mile)
- 1.6 The Resort Village of Bird's Point agrees to pay the rates charged, in the event that the property owner involved in a fire call does not carry insurance coverage for fire-fighting.

Section 2: Termination

- 2.1 Page cut off will need to get from Town of Stockholm.

Section 3: General

- 3.1 This agreement to take effect of the _____ day of _____, 2006.

- 3.2 Subject to the provisions hereof for the revisions of fees, this Agreement may not be modified or amended except by an instrument in writing signed by both Parties hereto or by their successors or assigns.
- 3.3 This agreement shall be binding upon and ensure to the benefit of the parties, their respective successors and representatives.

IN WITNESS HEREOF, the Village of Stockholm has by its proper offices for the purpose hereof signed its name and affixed its seal on the _____ day of _____, 2005.

Mayor, Village of Stockholm

{SEAL}

Administrator, Village of Stockholm

IN WITNESS HEREOF, the Resort Village of Bird's Point has by its proper offices for the purpose hereof signed its name and affixed its seal on the _____ day of _____, 2005.

Mayor, Resort Village of Bird's Point

{SEAL}

Administrator, Resort Village of Bird's Point