

Resort Village of Bird's Point

Box 1019
Whitewood, SK S0G 5C0

Phone: 306-793-4552
Fax: 306-793-1817
Email: rvbirdspoint@sasktel.net

BYLAW NO. 09-21

Resort Village of Bird's Point

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT Respecting Snow Removal Services Provided to The Resort Village of Bird's Point by The Rural Municipality of Fertile Belt No. 183.

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 forming part of this Bylaw, and identified as "Attachment A", with the Rural Municipality of Fertile Belt No. 183 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. This agreement will come into effect and come into force on the date in which both parties sign.
4. Bylaw No. 05-19 is hereby repealed.

Mayor

{SEAL}

Administrator

Subsection 8(1)(b) of *The Municipalities Act*

Read a third time and adopted
This 8th day of November, 2021.

Administrator

Certified to be a true copy of Original Bylaw 09-21

ATTACHMENT "A"

This agreement made this 8th day of November, 2021.

Between: the Resort Village of Bird's Point
 a municipal corporation in the Province of Saskatchewan

and: the Rural Municipality of Fertile Belt No. 183
 a municipal corporation in the Province of Saskatchewan

Whereas:

1. The Resort Village of Bird's Point wishes to enter into an agreement to acquire street clearing and or snow removal services from the RM Fertile Belt;
and
2. The agreement covers all Roads within the Resort Village of Bird's Point.

Now, therefore, this agreement witnesses:

SECTION 1: TERMS OF AGREEMENT

1. The Resort Village of Bird's Point is to pay the amounts invoiced from the RM Fertile Belt billed monthly for snow removal as required. This amount will be equal to the annual hourly rate set forth by the RM FERTILE Belt No 183. times number of hours required to complete the road clearing service.
2. The Rural Municipality of Fertile Belt No. 183 operators will provide the snow removal / road clearing as required as soon as possible after a snow event.
3. Either party may give the other notice for arbitration only after resolution discussions have failed. Within sixty days (60) days of such notice being given, each party shall appoint an arbitrator. The two arbitrators shall then jointly select a third. Should the arbitrators appointed by the parties not agree upon a third, or a party who has been notified of an arbitration fail to appoint an arbitrator, then the required arbitrator may be appointed by a Judge of the Court of Queen's Bench at the Judicial Centre of Yorkton, Sask. Upon application by either party.

SECTION 2: GENERAL

1. This agreement to take effect on 8th day of November, 2021 .
2. 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. This agreement shall be binding upon and ensure to the benefit of the parties, their respective successors and representatives.

IN WITNESS HEREOF, the Resort Village of Bird's Point has by its proper officers for the purpose hereof signed its name and affixes its seal on the 8th day of November, 2021 .

Mayor, Resort Village of Bird's Point

{SEAL}

Administrator, Resort Village of Bird's Point

IN WITNESS HEREOF, the Rural Municipality of Fertile Belt has by its proper officers for the purpose hereof signed its name and affixes its seal on the _____ day of _____, 2021.

Reeve, Rural Municipality of Fertile Belt

{SEAL}

Administrator, Rural Municipality of Fertile Belt