RESORT VILLAGE OF GLEN HARBOUR BYLAW NO.4/94

A BYLAW OF THE RESORT VILLAGE OF GLEN HARBOUR, IN THE PROVINCE OF SASKATCHEWAN FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES.

The Council of the Resort Village of Glen Harbour hereby enacts as follows:

- 1) Bylaw No.B05/86, passed December 8,1986, being a bylaw for fire protection to be provided by the Town of Strasbourg, is hereby repealed.
- 2) The Resort Village of Glen Harbour is hereby authorized to enter into the agreement, attached hereto and forming part of this bylaw, and identified as Exhibit " Λ ", with the Town of Strasbourg for the purpose stated within the agreement.
- 3) The Mayor and Clerk of the Resort Village of Glen Harbour are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".

Read a third time and adopted this 12th day

of October, 1994.

Certified to be a true copy of Bylaw No.4/94 adopted by the Council of the Resort Village of Glen Harbour on the 12th day of October, 1994.

Clerk

Memorandum of Agreement made this 14th day of MAY 19 94 A.D

Between:

THE TOWN OF STRASBOURG, in the Province of Saskatchewan

AND

THE
RESORT VILLAGE OF GLEN HARBOUR, in the
Province of Saskatchewan

This Agreement Witnesseth as follows:

Whereas the Town of Strasbourg has agreed to provide fire suppression services to the residents of the Resort Village of Glen Harbour upon the request of the said Resort Village and for which the said Resort Village has agreed to pay:

NOW THEREFORE the parties hereto agree as follows:

- (1) The Town of Strasbourg does hereby agree to provide fire suppression services to the residents of the Resort Village of Glen Harbour when called upon to do so, subject to the limitations and conditions hereinafter set forth. The Resort Village of Glen Harbour shall pay to the Town of Strasbourg on account of such services an annual fee and a call-out fee as particularized in Schedule "A" to this Agreement, subject to amendment by the parties, from time to time, as hereinafter set forth.
- (2) The provision of fire suppression services by the Town of Strasbourg at any given time shall be subject to availability of equipment, volunteer firefighters and supply of water at the time of the fire.
- (3) It is understood and agreed that the fees set forth in Schedule "A" to this agreement shall be subject to review by the parties from time to time, and may be amended by the mutual agreement of the parties in writing.
- (4) It is expressly understood and agreed by the parties hereto that the Town of Strasbourg and the Strasbourg Volunteer Fire Department shall not in any manner be liable for its failure to respond to any fire calls or be liable for damage to property or persons occasioned by fire, water or for any other reason whatsoever, including misfeasance, nonfeasance or negligence on the part of the Town of Strasbourg or its fire department while attending a fire call.
- (5) This agreement cancels all previous agreements for the provision of fire protection to the parties hereto.
- (6) This agreement shall be continuous but may be terminated by either party by giving sixty days notice in writing to the other party.
- (7) This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors, administrators and assigns.

(8) This Agreement shall become binding upon the passing of a Bylaw by the Resort Village of Glen Harbour expressly ratifying the same. It is agreed that upon passing of such Bylaw, a certified copy of the same shall be provided by the Resort Village of Glen Harbour to the Administrator of the Town of Strasbourg.

TOWN OF STRASBOURG

Mayor

Administrator

RESORT VILLAGE OF GLEN HARBOUR

Mayor

Administrator

SCHEDULE "A" TO FIRE AGREEMENT

WITH THE

RESORT VILLAGE OF GLEN HARBOUR

- 1. The annual levy to be paid by December 1st each year shall be \$4,729.56. This levy will be in effect for a minimum of three years and may be renegotiated at that time.
- 2. The fire call out fee to be paid for each incident attended by the Strasbourg/RM of McKillop Fire Department shall be \$3,000.00. Attendance fees shall be paid within thirty days of the date of invoice.

Dated this 15th day of December, 2010.

Mayor - Town of Strasbourg

Administrator - Town of Strasbourg

Administrator - Town or Strasbourg

Mayor Resort Village of Glen Harbour

Administrator - Resort Village of Glen Harbour