

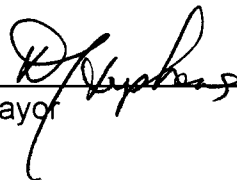
Resort Village of Etters Beach

Bylaw No. 25/2003

A BYLAW OF THE RESORT VILLAGE OF ETTERS BEACH TO PROVIDE FOR
ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE
PROTECTION SERVICES.

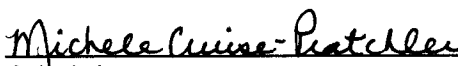
The Council of the Resort Village of Etters Beach, in the Province of
Saskatchewan, enacts as follows:

1. The Resort Village of Etters Beach is hereby authorized to enter into an agreement, as attached hereto and identified as "Agreement No. 1/2003", with the Town of Imperial for the purpose stated within the agreement.
2. The Mayor and Administrator of the Resort Village of Etters Beach are hereby authorized to sign and execute the agreement identified as "Agreement No. 1/2003".
3. Bylaw No. 17/2001, adopted on May 29, 2001, is hereby repealed.



Mayor

(SEAL)



Administrator

AGREEMENT NO. 1/2003

MEMORANDUM OF AGREEMENT made this 11th day of JUNE, 2003 A.D.

BETWEEN: The Town of Imperial, in the Province of Saskatchewan,

AND

The Resort Village of Etter's Beach, in the Province of Saskatchewan

WHEREAS the Town of Imperial has agreed to provide fire protection services to the residents of the Resort Village of Etter's Beach, in the portion of the boundaries as set out in the response area designated by the Provincial 911 map, upon the request of the said Resort Village of Etter's Beach.

WHEREAS the Resort Village of Etter's Beach has agreed to pay for the services provided;

NOW THEREFORE the parties hereto agree as follows:

1. The Town of Imperial does hereby agree to provide fire protection services to the residents of the Resort Village of Etter's Beach in the portion of the boundaries as set out in the response area designated by the Provincial 911 map when called upon to do so, subject to the limitations and conditions hereinafter set forth.
2. The Resort Village of Etter's Beach shall pay to the Town of Imperial a call-out fee on account of such services as particularized in Schedule "A" to this Agreement. It is understood and agreed that the fees set forth in Schedule "A" to this agreement shall be subject to review by the Town of Imperial from time to time, and may be amended by the Town of Imperial in writing.
3. The provision of fire protection services by the Town of Imperial at any given time shall be subject to availability of equipment, volunteer firefighters, and supply of water at the time of the fire. In the event that a fire occurs simultaneously at the Resort Village of Etter's Beach and the Town of Imperial, the Fire Chief of the Imperial Volunteer Fire Department and in his/her absence; his/her deputy or any other person designated who is discharging his/her duties and responsibilities for the time being; shall have the sole discretion to determine what assistance can be given and what firefighters and equipment can be made available for such fire.
4. The fees set forth in Schedule "A" are valid whether the truck reaches the fire, has been recalled or whether the fire is out upon arrival (excepting delays occasioned by mechanical failure, other than tire puncture or blowout).
5. The Parties hereto agree to protect, indemnify and save harmless the Fire Chief of the Town of Imperial and in his/her absence; his/her deputy or any other person designated who is discharging his/her duties and responsibilities for the time being, from any action by any party who feels aggrieved as a result of any decision made by the Fire Chief as provided for in the within agreement.
6. It is expressly understood and agreed by the parties hereto that the Town of Imperial and the Imperial 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 Imperial or its fire department while attending a fire call.
7. The Imperial Volunteer Fire Department shall remain under the direction of the Fire Chief and in his/her absence; his/her deputy or any other person designated who is discharging his/her duties and responsibilities for the time being.

8. In the event of a fire the Resort Village of Etter's Beach , the Town of Imperial, if required, shall forthwith dispatch equipment and at least three (3) firefighters, one (1) of which shall be the Fire Chief or in his absence; his/her deputy or any other person designated who is discharging his/her duties and responsibilities for the time being, to the scene of the fire, unless weather and/or road conditions would render answering a call to the Resort Village of Etter's Beach impractical.
9. The Town of Imperial shall be responsible for adequately housing all of the fire fighting equipment and for regularly servicing the equipment for ready use.
10. This agreement cancels all previous agreements for the provision of fire protection to the parties hereto.
11. This agreement shall be continuous but may be terminated by either party by giving sixty (60) days notice in writing to the other party.
12. This agreement shall ensure to the benefit of and be binding upon the parties and their respective heirs, successors, administrators and assigns.
13. This agreement shall become binding upon the passing of a Bylaw by the Town of Imperial and the Resort Village of Etter's Beach expressly ratifying the same.


DATED at Imperial, Saskatchewan, this 11 day of JUNE, 2003 A.D.

Town of Imperial

Resort Village of Etter's Beach



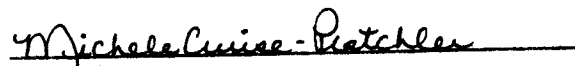
Mayor



Reeve Mayor



Administrator



Administrator

(SEAL)

(SEAL)

SCHEDULE "A" TO AGREEMENT NO. 8/2003

1. The fire call out fee to be paid for each incident attended by the Imperial Volunteer Fire Department shall be:

\$500.00 per call for the fire truck and equipment

and

\$25.00 per hour for each firefighter attending the scene as reported by the Fire Chief or other person identified in clause 4 of Agreement No. 8/2003

2. Attendance fees shall be paid within thirty (30) days of the date of the invoice.

DATED this 11 of JUNE, 2003 A.D.

Town of Imperial

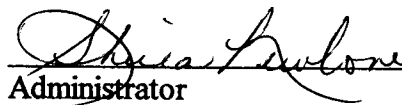
Resort Village of Etter's Beach



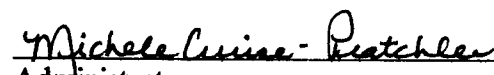
Mayor



Reeve-Mayor



Administrator



Administrator