

BYLAW NO. 3-88

A bylaw for entering into an agreement respecting the assistance of another fire department in the case where assistance is necessary.

The Council of the Rural Municipality of Viscount #341, in the Province of Saskatchewan enact as follows:

1. The Rural Municipality of Viscount #341 is hereby authorized to enter into the agreement attached hereto and forming part of this bylaw which is to be identified as Exhibit "A" with

THE VILLAGE OF YOUNG
YOUNG, SASKATCHEWAN

for the purposed stated within the agreement.

2. The Reeve and Administrator of the Rural Municipality of Viscount #341 are hereby authorized to sign and execute the attached agreement identified as Exhibit "A".


Reeve


Administrator

SEAL

Certified a true copy of Bylaw #3-88 adopted by resolution of Council on the 14th day of June, 1988.


Reeve


Administrator

EXHIBIT "A"

This agreement made in duplicate this 12th day of July, 1988.

BETWEEN:

The Rural Municipality of Viscount #341.

AND

The Village of Young.

WHEREAS:

The Rural Municipality of Viscount maintains certain firefighting equipment in Viscount, Saskatchewan, and the Village of Young maintains certain firefighting equipment at The Village of Young.

Each wishes to have the assistance of the other for the purpose of providing back-up protection and fighting those fires it is required to fight and which its equipment has or may have difficulty in controlling.

1. Upon the request of either party for assistance in fighting fire, the other will provide to the party requesting it so much of its mobile fire fighting equipment (if it is available) and personnel to operate it (if they are available) as may reasonable be required.

2. Each party making a request to the other pursuant to this agreement shall:

- a. Indemnify the other from all claims by persons not parties to this agreement arising from the use by one party of the others equipment or personnel
- b. Reimburse the other for all damages the other may suffer to its equipment being used pursuant to the request; and
- c. Reimburse the other for the wages of that other's personnel, supplies used and repairs required to its equipment as a result of action taken pursuant to the request.

3. This agreement may be terminated by either party at any time by not less than Sixty (60) days notice to the other ending with the month end.

4. The address of the R.M. of Viscount for the service of documents pursuant to this agreement is:

The Rural Municipality of Viscount #341
Box 100
Viscount, Sask. S0K-4M0

and the address of the Village of Young for the service of documents pursuant to this agreement is:

The Village of Young
Young, Sask. S0K-4M0

if a document is served by registered mail, it shall be deemed to have been served on the third business day following its having been mailed in the post office nearest to the addressee's address, provided there is not then a postal strike or slowdown or the post office is otherwise incapacitated.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

THE RURAL MUNICIPALITY OF VISCOUNT #341

THE VILLAGE OF YOUNG

Per: [Signature] Admin

Per: [Signature] - Mayor

Per: [Signature] Reeve

Per: [Signature] - VILLAGE CLERK