

# KELVINGTON AND DISTRICT FIRE FIGHTING AGREEMENT

THIS AGREEMENT made this 19<sup>th</sup> day of December, 2023 BETWEEN:

The Town of Kelvington, an urban municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as "Town of Kelvington" (Area within town limits)

the party of the first part

-and-

The Rural Municipality of Kelvington No. 366, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as "R.M. of Kelvington."

the party of the second part

-and-

The Rural Municipality of Sasman No. 336, a municipal corporation of and in the Province of Saskatchewan, hereinafter referred to as "R.M. of Sasman." the party of the third part

**WHEREAS** the parties named above desire to continue to associate with each other for the purpose to maintain and operate firefighting services and equipment for the protection of persons and property within their corporate boundaries.

**NOW, THEREFORE**, this agreement witnesseth that in consideration of these presents and covenants, promises and agreements hereinafter contained, the parties jointly and severally agree as follows:

**Share Basis:**

Town of Kelvington	4 shares at \$7,000.00 equals \$28,000.00 R.M. of Kelvington
Kelvington	2 shares at \$7,000.00 equals \$14,000.00 R.M. of Sasman
Sasman	1 shares at \$7,000.00 equal \$7,000.00

- 1) This agreement is to be for a 5 term and revised and extended at the end of that time. This agreement is to become effective January 1, 2024
- 2) (a) The trust fund as set up by the central committee is to be continued into which each participating municipality is to contribute according, to the areas receiving protection as budgeted annually. (b) Payments into the trust fund are to be made within the current year in which they are due on an annual basis.  
(c) A suitable amount shall be budgeted each year as reserve for capital expenditure.
- 3) The Central Committee will administer the agreement.  
(a) **The committee will be made up as follows:**
  - Four (4) members to be appointed by and at the pleasure of the **Town of Kelvington**
  - Two (2) members to be appointed by and at the pleasure of the **R.M. of Kelvington**
  - One (1) member to be appointed by and at the pleasure of the **R.M. of Sasman**

- The Term of Office shall be an annual appointment by the municipal bodies

**(b) Duties of the Committee**

- i)** Draw up regulations for the use, operation, and maintenance of equipment.
  - ii)** Purchase new equipment as the committee deems necessary. **iii)** Deal with matters referred to by the councils, fire brigade, or any ratepayer in the contributing municipalities.
  - iv)** Approve a budget for presentation to the contributing councils.
  - v)** The rate for services outside the designated area shall be that in effect in the area where the fire is fought.
  - vi)** In event of another entity coming into the agreement any member can call a special meeting to discuss share values amongst other members
  - vii)** Approve a decided upon rate for fire calls and provide parties with 90 days written notice of any changes to the rates to amend the required bylaw **APPENDIX B**
  - viii)** Approved a decided upon rate for annual wages and special bonuses to volunteer firefighters and provide parties with 90 days written notice of any changes to the rates to amend the required bylaw **APPENDIX C**
  - ix)** The Central Committee shall meet at least quarterly or more often at the call of the chairperson or at the request of (2) central committee members. A quorum shall consist of at least (4) members.
  - x)** The minutes of committee meetings are to be forwarded to the municipalities within fourteen (14) days of each meeting.
- 4.**     **(a)** One member of the central committee is to be elected as chairperson and one as vice-chairperson
- (b)** The committee is to appoint a secretary-treasurer who does not have to be a committee member. The rate of pay of the secretary-treasurer shall be decided by the committee.
- (c)** The committee is to act as a finance committee, prepare the budget for each year and approve the payment of vouchers pertaining to expenditures allocated in the budget
- (d)** The budget is to be presented to the participating municipalities by February 28<sup>th</sup> of each year.
- (e)** Signing authority for cheques is to be the secretary-treasurer, the chairperson and one (1) other member as decided by the committee.
- (f)** Secretary/Treasurer is to be responsible for maintaining and holding keys for the post office box in Kelvington, SK
- 5.**     The fire brigade is to be from The Town of Kelvington surrounding district.
- (a)** The responsibility of recruitment, training and fighting of fire will be that of the chief and the brigade.
- (b)** The Firefighting Association is to appoint the fire chief as their representative of the Fire Commissioners office.
- 6.**     The Town of Kelvington will continue to house the firefighting equipment. All maintenance and utility costs are to be charged to the Association.
- 7.**     Books are to be audited annually by a qualified accountant as decided by the committee. Each municipality is to receive a copy of the statement within (14) days of the statements being finalized.

8. An inventory is to be made by the committee of all equipment on hand, the source of the equipment, cost and other information is to be recorded. A similar inventory is to be kept of all equipment purchased by the association.
9. Any amendments to the agreement may be made only by the majority consent of the participating municipal councils.
10. Any person calling the Kelvington Fire department and is informed by an authorized person that its service is unavailable, can call for outside help and the costs of the call will be borne by the Association. Assistance from other fire departments requested by the fire chief or his deputy shall be paid for by the association.
  - a) Any fire call outs during a fire ban as declared by the municipality will be **charged 2x the rate** as set out in **APPENDIX B**. Fault will be determined by the fire chief and/or current deputy chief.
11. If for any reason it becomes necessary to dissolve the agreement, the assets that are available after paying the liabilities shall be paid to the respective municipalities in proportion to the shares held by each jurisdiction.
12. The parties agree to perform and do all acts necessary for execution and performance of this agreement.
13. \*Agreements between the Kelvington and District Fire Fighting Association, the Saskatchewan Parks and Renewable Resources and Greenwater Cabin Owner's Association attached to this agreement. **APPENDIX D**

Town of Kelvington

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Administrator

R.M. of Kelvington

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

R.M. of Sasman

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
Administrator

# APPENDIX B

## APPENDIX B – FIRE RATES Charge rates as of January 1, 2024

Rates are charged from when the call is first responded to until the truck is back at the hall in condition to be ready for the next call.

Firetruck #1	\$900 first hour; \$300 each following hour
Additional Trucks	\$250/hr
Man hours	\$30/hr each man.

### **Minimum charges:**

There is a minimum charge of 1hr (\$900) for the Firetruck.

### **Fire Ban charges:**

Fires that are responded to during a time in which a Municipal fire ban is in place for the location of the fire all rates will be doubled.

# APPENDIX C

## APPENDIX C – WAGES PAYABLE/SPECIAL BONUSES rates as of January 1, 2024

### Wages per Hour:

Regular -	\$30.00
Practice Hours -	\$15.00
Summer on Call – Fridays	\$25.00
Summer on Call – Weekend	\$50.00
Treasurer Wages -	\$25.00

### Special Annual lump sum bonus:

Chief	\$1,500.00
Deputy	\$1,000.00
Second Deputy	\$750.00
Secretary	\$500.00
Training Officer	\$250.00

# APPENDIX D

## APPENDIX D – SASKATCHEWAN PARKS AND RENEWABLE RESOURCES AND GREENWATER CABIN OWNER'S ASSOCIATION AGREEMENT

### FIRE SERVICE AGREEMENT

#### BETWEEN: KELVINGTON AND DISTRICT FIRE FIGHTING ASSOCIATION AND GREENWATER LAKE PROVINCIAL PARK

1. The purpose of this agreement is to assure fire protection for the Greenwater Lake Provincial Park Core area, private cottages in Greenwater and Uskatik Subdivisions and the Church of God Bible camp structures.
2. Responsibilities of the Kelvington and District Fire Association will be to answer all calls for structure and wildfire suppression within Greenwater Lake Provincial Park including the core area, cottage subdivisions and Church of God bible camp.
3. Greenwater Lake Provincial Park will be responsible to collect a fee from cottage owners and remit the said fee to Kelvington and District Fire Fighting Association by May 31<sup>st</sup> of each year.
4. The fee set for fire suppression on private cottages will be \$25.00 per cottage. Based on the last reported number of cottages in Greenwater Lake Provincial Park being one hundred and ninety-eight (198) cottages, the annual fee for 2024 will be \$4,950.00 for the cottages.
5. It is the responsibility of Greenwater Provincial Park to notify the Kelvington and District Fire Association in writing of any changes in the number of cottages a minimum of sixty (60) days prior to the due date of the annual fee.
6. Greenwater Lake Provincial Park agrees to pay the annual fee of \$1,000.00 to assure fire protection to structures in the developed core area of Greenwater Lake Provincial Park excluding the cottage subdivisions.
7. The combined total annual fee for assured suppression is \$5,950.00, due by May 31<sup>st</sup> of each year.
8. This agreement will take effect the date both parties have signed the agreement, with the annual fee being due May 31, 2024. In the interim, Kelvington and District Fire Fighting Association agrees to attend all fire calls on a fee for service to the recognized owner of the structure.
9. In addition to the annual fee, the owner of the structure involved with fire suppression will be responsible to pay the Kelvington and District Fire Fighting Association a call out charge of \$900.00 for the first hour of suppression plus \$300 per additional hour, \$250.00 per additional unit per additional hour and \$30.00 per man per hour for each fire fighter involved in the suppression.
10. One representative from Greenwater Lake Provincial Park and/or the Greenwater Lake Cottage Owners' Association may sit on the board of the Kelvington and District Fire Fighting Association.

11. In the event that either party to this agreement wishes to cancel this agreement, notice of their intentions must be given to the other party (60) days prior to the intended date of cancellation by registered mail.

\_\_\_\_\_  
Chairperson, Kelvington, and District  
Fighting Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Superintendent  
Greenwater Lake Provincial Park

\_\_\_\_\_  
Date