

# WADENA AND DISTRICT FIRE FIGHTING AGREEMENT

THIS AGREEMENT dated for reference the \_\_\_1st\_\_\_ day of January A.D. 2019  
BETWEEN:

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 first part:

- and -

THE RURAL MUNICIPALITY OF LAKEVIEW NO. 337  
A Municipal Corporation of and in the  
Province of Saskatchewan,

Hereinafter referred to as “R.M. of Lakeview”  
the party of the second part;

- and -

THE RURAL MUNICIPALITY OF ELFROS NO. 307  
A Municipal Corporation of and in the  
Province of Saskatchewan,

Hereinafter referred to as “R.M. of Elfros”  
the party of the third part;

- and -

THE TOWN OF WADENA  
An Urban Municipal Corporation of and in the  
Province of Saskatchewan.

Hereinafter referred to as “Town of Wadena”  
the party of the fourth part;

- and -

THE VILLAGE OF MARGO  
An Urban Municipal Corporation of and in the  
Province of Saskatchewan,

Hereinafter referred to as “Village of Margo”  
the party of the fifth part.

WHEREAS the parties named above desire to continue to associate with each other for the purpose of further organizing the Wadena and District Fire Fighting Association to maintain and operate fire fighting 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:

1. The Agreement is to be for a one (1) year term and revised and extended at the end of that time. The Agreement is to become effective on January 1, 2019.

2. (A) A trust fund is to be set up by the central committee into which each participating municipality is to contribute according to the areas receiving protection as follows:

-Village of Margo - \$25.00 per capita x 83	\$ 2075.00
-Town of Wadena - \$25.00 per capita x 1134	\$28350.00
-R.M. of Sasman #336 - \$25.00 per capita x 1397	\$34925.00
-R.M. of Lakeview #337 - \$25.00 per capita x 368	\$ 9200.00
-R.M. of Elfros #307 - \$25.00 per capita x 49	\$ 1225.00
- RM of Elfros #307- 182.00 dispatch fee	<u>\$ 182.00</u>
	\$ 75957.00

a) As inflation rises these per capita costs will be evaluated each year and with written notice given 90 prior to any increases.

b) Payments into the trust fund are to be made by July 1<sup>st</sup> of each year.

c) The surplus realized from each years operation shall be set aside into a separate fund as a reserve for future Capital Expenditures.

3. THE Central Committee will administer the agreement.

(a) The Committee will be made up as follows:

Three (3) members appointed by the Town of Wadena.

Two (2) members appointed by the R.M. of Sasman.

Two (2) members appointed by the R.M. of Lakeview.

One (1) member appointed by the R.M. of Elfros.

One (1) member appointed by the Village of Margo.

At least one (1) representative from each municipality to be an elected member of Council.

- (b) Duties of the Committee:
    - ( i ) Draw up resolutions for the use, operation and maintenance of equipment.
    - ( ii ) Purchase new equipment as the committee sees necessary.
    - ( iii ) Deal with matters referred 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 fee for service outside the designated area shall be that in effect in the area where the fire is fought.
  - (c) The Central Committee shall meet at least quarterly or more often at the call of Chairman or the request of two (2) Central Committee members.
  - (d) The Minutes of Committee meetings are to be mailed to the Municipalities within ten days of each meeting.
4. (a) The Executive will be made up of five (5) members, one from each of the appointees of the Town of Wadena, R.M. of Lakeview, R.M. of Sasman, R.M. of Elfros and Village of Margo. One member of the Executive is to be elected as Chairman and one as Vice-Chairman.
- (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 Executive is to act as the Finance Committee.
  - (d) The Executive is to prepare the budget for each year for presentation to the Committee for approval.
  - (e) The budget is to be presented to the participating municipalities by February 28<sup>th</sup> of each year.
  - (f) The Executive is to approve the payment of vouchers pertaining to expenditures allocated in the budget.
  - (g) Signing authority for cheques is to be the Secretary-Treasurer and either the Chairman or Vice-Chairman.
5. The Fire Brigade is to be from the Town of Wadena and surrounding area.
- (a) The responsibility of recruitment, training and the fighting of fires will be

of the Fire Chief and the brigade.

- (b) Each municipality is to appoint the Fire Chief as their representative of the Fire Commissioners Office.
6. The Town of Wadena will continue to house the fire fighting equipment. All maintenance and utility costs to be charged to the Fire Association.
  7. Books are to be audited annually by a qualified Accountant. Each Municipality shall receive a copy of the statement.
  8. An inventory is to be made by the Central Committee of all equipment presently on hand. The source of the equipment, cost and other information is to be recorded.
  9. An amendment to the agreement may be made only by majority consent of the participating municipal councils.
  10. Any person calling the Wadena Fire Department and is informed by an authorized person that its service is unavailable can call for outside help and the cost 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
  11. The Association will provide fire fighting services to the residents of the R.M. of Lakeview No. 337, the R.M. of Sasman No. 336, the R.M. of Elfros No. 307, and the Village of Margo within the Wadena & District Fire Association boundaries, on a fee for service basis. The Town of Wadena and its residents are not to be charged for fire fighting services within the Town of Wadena.
  12. 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 sums paid in the capital investment of the assets.
  13. The parties agree to perform and do all the acts necessary in order to ratify and confirm this agreement and in particular the parties agree to pass a complimentary bylaw authorizing the execution and performance of this agreement.

IN WITNESS WHEREOF the R.M. of Sasman No. 336 has by it proper officers for the purpose hereof signed its name and affixed its seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

(Seal)

R.M. OF SASMAN NO. 336

Reeve

Secretary-Treasurer

IN WITNESS WHEREOF the R.M. of Lakview No. 337 has by its proper officers for the purpose hereof signed its name and affixed its seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seal)

R.M. OF LAKEVIEW NO. 337

Reeve

Secretary-Treasurer

IN WITNESS WHEREOF the R.M. of Elfros No. 307 has by its proper officers for the purpose hereof signed its name and affixed its seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seal)

R.M. OF ELFROS NO. 307

Reeve

Secretary-Treasurer

IN WITNESS WHEREOF the Town of Wadena has by its proper officers for the purpose hereof signed its name and affixed its seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seal)

TOWN OF WADENA

Mayor

Town Administrator

IN WITNESS WHEREOF the Village of Margo has by its proper officers for the purpose hereof signed its name and affixed its seal on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

(Seal)

VILLAGE OF MARGO

Mayor

Clerk

---