

# Fire Suppression Services Agreement

This agreement is made in duplicate effective on this 7<sup>th</sup> day of MARCH 2023,

**Between:** The Village of Silton

PO Box 1  
Silton, Sask  
S0G 4L0

AND

The Resort Village of Island View

Comp 3 RR2  
Bulyea, Sask  
S0G 0L0

**WHEREAS**, the Resort Village of Island View requires fire suppression services for their ratepayers as listed in Schedule "A".

**WHEREAS**, The Village of Silton has agreed to provide fire suppression services to The Resort Village of Island View and The Resort Village of Island View has agreed to make financial contributions as set out in 3.

**WHEREAS**, The Resort Village of Island View recognizes that land without improvements or buildings still requires fire suppression services.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other goods and valuable consideration, the parties hereto agree as follows:

**1. Service Area**

1.1. The Village of Silton does hereby agree to provide fire suppression services to the Resort Village of Island View as listed in Schedule "A".

**2. Service and Equipment**

2.1. The provision of fire suppression services by the Village of Silton at any given time shall be subject to the availability of equipment, volunteer firefighter, and supply of water at the time of a fire.

2.2. The Resort Village of Island View assumes no ownership of any equipment purchased or obtained by the Village of Silton for fire suppression services.

### **3. Financial Contribution**

3.1. The Resort Village of Island View shall make an annual financial contribution as calculated by the following formula:

*2023-year (The total number of lots/properties within the service area) x (\$25.00 per lot/property)*

*Consecutive years (The total number of lots/properties within the service area) x (\$25.00 per lot/property)*

3.2. The annual contribution shall be due and payable no later than January 31<sup>st</sup> of each year.

3.3. The Village of Silton reserves the right to discontinue fire suppression services to The Resort Village of Island View from non-payment of the annual contribution, ninety (90) days from the due date.

### **4. General Provisions**

4.1. The Village of Silton shall supply the Resort Village of Island View with annual operation and capital budgets for fire suppression services annually, no later than March 31<sup>st</sup> of each year.

4.2. If, in the event of a fire or other emergency within the Resort Village of Island View the Village of Silton shall debrief the Resort Village of Island View no later than one (1) month after the emergency, if requested by the Resort Village of Island View or the Village of Silton.

4.3. The parties shall take all such further actions and execute all such further deeds and documents as shall be reasonably required to fully perform and carry out the terms of this Agreement.

4.4. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

4.5. This agreement may be executed in one or more counterparts each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one of the same instrument.

4.6. It is expressly understood and agreed by the parties hereto that the Village of Silton, its councillors, employees, and the SFD volunteers, shall not in any manner be liable for its failure to respond to any fire or rescue 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 Village of Silton and its Councillors, employees and the SFD and its volunteers while attending a fire or rescue call or travelling to or from a fire or rescue call.

4.7. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, administrators, and permitted assigns of the parties.

### **5. Dispute Resolution**

5.1. The Resort Village of Island View and the Village of Silton will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between representatives from each of the Councils with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on

which either the Village of Silton or the Resort Village of Island View has served written notice on the other of the dispute, then the remaining provisions of Subsection 5.2 shall apply.

5.2. In the event of a dispute between the Resort Village of Island View and the Village of Silton (other than a matter to be resolved pursuant to Subsection 5.1) concerning the interpretation of any provision of this Agreement or the performance of any of the terms of this Agreement, such matter or matters in dispute shall be finally settled by mediation.

**6. Agreement Term and Termination**

6.1. This agreement shall have an indefinite term.

6.2. For the purposes of updating the number of lots/properties and the dollar amount per property used for the annual contribution calculations the Resort Village of Island View will supply the Village of Silton the current number of properties at the end of each year.

6.3. This agreement shall be terminated by the Village of Silton or the Resort Village of Island View by provision of written notice at least sixty (60) days prior to the intended termination date.

7. This Agreement shall become binding upon the passing of a resolution by the Resort Village of Island View Council expressly ratifying the same. It is agreed that upon passing of such resolution, a certified copy of the same shall be provided by the Resort Village of Island View to the Village of Silton's Chief Administrative Officer.

Signed for the Village of Silton (SEAL)

Murray White  
Mayor



Jan Seft  
Administrator

Date: Mar 7/2023

Signed for the Resort Village of Island View (SEAL)

David Moo  
Mayor



Pamela Holliday  
Administrator

Date: Mar 7/2023



**SCHEDULE " A "**

**SILTON FIRE DEPARTMENT SERVICE FEES**

SERVICE	FEE
<b>FIRE CALL OUTS</b>	\$ 2000.00 First truck ( for first 4 hours - Minimum charge) \$1500.00 Second truck ( for first 4 hours - Minimum charge) \$1500.00 Third truck ( for first 4 hours - Minimum charge)  \$1500.00 per hour after the first 4 hours  <b>NOTE:</b> If truck is available but not used charge will be prorated to a \$500.00 charge for that truck.
<b>THIRD PARTY EQUIPMENT USAGE</b>	Billed at invoice cost of equipment contractor (construction equipment, water haulers, Ambulance services, etc.) providing the service during the emergency.
<b>FOAM USAGE</b>	Included in fire call out fee
<b>FALSE ALARMS</b>	First false alarm - free. False alarms will be documented in the Silton Fire Department records. Each subsequent false alarms with in a period of twelve (12) months commencing from the date of the first false alarm will be invoiced at \$500 dollars per incident
<b>MUTUAL AID</b>	Will be invoiced at the rate of the Fire Department providing the mutual aid does not include the Silton Fire Department rate. The total cost will be the Silton Fire Department rate plus the rate of the Departments providing the mutual aid
<b>STARS LANDINGS</b>	No Charge
<b>INVOICING</b>	The land/home owner will be invoiced directly by the Village of Silton for all the above mentioned services. In the event that the invoice is not paid in the year that it is invoiced the Village of Silton will have the corresponding Municipality add it to the Residents tax roll the following year.