



BYLAW 3/2026

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT WITH THE RURAL MUNICIPALITY OF PENSE NO 160 TO ESTABLISH A DISTRICT FIRE DEPARTMENT BY AGREEMENT

WHEREAS it is deemed desirable by the Council of the Town of Pense to enter into an agreement with the Rural Municipality of Pense No 160 to establish a Fire Protection District to be known as the Pense District Volunteer Fire Department and to provide fire protection services to all residents within its boundaries;

NOW, THEREFORE, the Council of the Town of Pense in the Province of Saskatchewan enacts as follows:

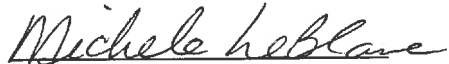
1. The Mayor and Administrator are hereby authorized to execute under the seal of the Town of Pense an agreement in writing between the Town of Pense and the Rural Municipality of Pense No 160 for the purpose of establishing the Pense District Volunteer Fire Department and to provide fire protection services to all residents within its boundaries.
2. The Memorandum of Agreement made between the Town of Pense and Rural Municipality of Pense No 160 which agreement is attached hereto as Exhibit "A" to this bylaw, the terms of which agreement are hereby incorporated herein, adopted, ratified and confirmed.
3. That Bylaw 6/2014 and Bylaw 7/2019 are hereby repealed.

Read a first time the 22nd day of April, 2026

Read a second time this 20th day of May, 2026

Read a third time this 20th day of May, 2026




Michele Heblane
Mayor


Administrator

AGREEMENT made this 20 day of May, 2026

Between:

**Town of Pense ("Town")
and
R.M. of Pense No 160 ("R.M.")
Regarding Shared Fire Department Services**

1. Purpose

The purpose of this agreement is to establish the terms and conditions under which the Town of Pense and the Rural Municipality of Pense No. 160 will continue to cooperate to provide efficient, reliable, and coordinated fire protection and emergency response services within their respective jurisdictions.

This Agreement is intended to ensure the safety and protection of life, property, and the environment through mutual aid, shared resources, and joint operational planning. It outlines responsibilities related to governance, cost-sharing, equipment, and communication to promote effective service delivery and fiscal responsibility for both municipalities.

2. Name of Fire Department

The jointly operated fire department shall be known as the Pense District Volunteer Fire Department ("the Department").

3. Definitions

- a) Call Outs - refer to the alerts or notifications that activates the Department personnel to respond to an emergency incident. These incidents can include fires, medical emergencies, rescues, hazardous material situations, or other public-safety events.
- b) Fire Commissioner – a Minister appointed employee from the Saskatchewan Public Safety Agency.
- c) Fire Fighting Equipment (Capital) – refers to significant, non-expendable assets with a useful life of more than one year and minimum cost of one thousand dollars (\$1,000.00) or more, which can include vehicles, major apparatus, and personal protective equipment (includes helmet, protective hood, balaclava, jacket, pants, boots, gloves and coveralls).
- d) Local Assistant – means the Fire Chief or Acting Fire Chief of the Department appointed by the municipalities.
- e) Minor Building Repairs / Maintenance – refers to small-scale upkeep and repair activities performed to keep the fire hall in safe, functional, and good working condition. Minor repairs and maintenance typically include routine tasks such as fixing doors, windows, or plumbing issues, maintaining lighting and electrical fixtures, performing minor painting or patching, servicing heating or ventilation systems, and addressing general wear-and-tear. These activities do not involve major structural work but ensure the building remains operational for firefighters and equipment.

4. Scope of Services and Designated Area

The Department shall provide fire protection, fire prevention, rescue, and emergency response services to the area detailed below and as shown on the map in Schedule A:

- a) The Town and all properties within its incorporated limits.
- b) The R.M. and all properties within its incorporated limits including the Hamlets of Keystown and Stony Beach.

5. Governance – Joint Fire Services Committee

5.1 Committee Constitution

It is agreed by the above parties that the composition of a Joint Fire Services Committee (“the Committee”) shall be made up as follows:

- a) Two (2) members of the Council of the R.M.
- b) Two (2) members of the Council of the Town.
- c) The Fire Chief or Designate shall serve as non-voting advisory member.
- d) Administrators from the R.M. and Town as non-voting members for administrative functions for committee meetings.

Each Committee member shall not be a member of the Department due to the potential areas of conflict.

5.2 Responsibilities

The Committee shall:

- a) Ensure annually that their respective municipality has fulfilled its obligations under *The Fire Safety Act* by notifying the Fire Commissioner of the Local Assistant’s appointment.
- b) Review and recommend the annual operating and capital budgets to their respective Councils.
- c) Review and recommend adoption of the Standard Operating Procedures / Guidelines for the Department to their respective Councils.
- d) Develop and recommend policies regarding volunteer firefighters, equipment, and facilities.
- e) Facilitate communication and collaboration between the municipalities in respect to the Department.
- f) Report regularly to each municipal council on the Department operations.
- g) Annually review and recommend to their respective municipalities rates to be charged for fire calls.
- h) Ensure the fire protection service provided is operating within the scope of all provincial legislation pertaining to fire protection service including *Fire Safety Act*, *Saskatchewan Employment Act* and *the Occupational Health and Safety Regulations etc.*

5.3 Committee Meetings

- a) Annually the members from the Committee will elect a chairperson.
- b) Meet a minimum of two (2) times per year; the first meeting to be held no later than March 1 to review the budget.

- c) Either Municipal Administrator in attendance shall take minutes of the meeting and provide a copy of the minutes to each member.
- d) All resolutions of the Committee shall require a majority vote of the members present at the meeting. In the event of a tie, the motion is defeated.

5.4 Fire Services / Response Fees

- a) The Town shall be liable to pay only for those fires which take place within its incorporated boundaries and shall be charged in accordance with the rates outlined in Schedule B.
- b) The R.M. shall be liable to pay only for those fires which take place within its incorporated limits and shall be charged in accordance with the rates outlined in Schedule B.

6. Budget and Cost Sharing

6.1 Preparation of Budgets

- a) The Fire Chief shall prepare and present to the Committee a proposed annual operating budget and a proposed three-year capital budget no later than February 1st of each year.
- b) The operating budget shall be prepared using the previous year's callouts as the basis for estimating revenue, with a recommendation to remain within the fifty-thousand-dollar (\$50,000.00) revenue guideline.
- c) The operating and capital budget shall identify any proposed transfers to or from reserve funds, where applicable.

6.2 Committee Review and Council Approval

The Committee shall review the proposed budgets and shall, no later than April 1st of each year, submit the budgets with its recommendations to the respective municipal Councils for approval.

6.3 Cost Allocation and Payment

- a) Upon approval of the annual operating and capital budgets by both Councils, each municipality shall contribute a minimum of Twenty-Five Thousand Dollars (\$25,000.00) annually to the Capital Reserve Account, or such other amount as may be determined by the Committee and approved by both Councils.
- b) Each Municipality shall pay their share by June 1st.

6.4 Department Financial Responsibility

- a) The Department shall be responsible for operating and capital expenditures within the budget approved annually by the municipalities and that a Statement of Financial Activities be provided to the Committee quarterly.
- b) Any surplus in the operating budget shall be placed in the general operating reserve. In the event of a deficit, funds from the general operating reserve shall be used to cover the shortfall.
- c) By June 1st each year, the financials of the department shall be audited by Dudley & Co. and provided to each municipality.

6.5 Insurance

The following coverage shall be purchased as follows, and invoiced to the Department:

- a) Town – SGI plates & package policy, SUMA Volunteer Firefighter Insurance, and contents.
- b) R.M. – Building, Radio Insurance and License.

6.6 Maintenance

The R.M. shall be responsible, during regular working hours, for the maintenance and landscaping of the Fire Hall Yard, including but not limited to grass cutting, weed spraying, tree and fence maintenance, and snow removal etc.

Snow removal from the fire hall yard may be performed by the Town Public Works operators or designate as approved by the RM, with the required Power Mobile Equipment Certification (PME), provided that the RM supplies the tractor, snowblower, and fuel. Furthermore, the RM agrees to waive and release any and all claims for liability or damages to the equipment or building arising from snow removal.

The Department shall be responsible for all utility costs for the premises, including power, water, sewer, gas, telephone, internet and security. The Department shall also perform and pay for routine minor building maintenance / repairs to ensure safe and proper facility operation.

All major repairs shall be referred to the R.M. of Pense No. 160.

7. Fire Department

Composition and operation of the Department members shall:

- a) Consist of a minimum of twelve (12) volunteer members.
- b) Every two (2) years the members of the Department shall by majority vote appoint a Fire Chief.
- c) Operate under the direction of the Fire Chief and appointed Deputy Fire Chief(s) within the scope of the Standard Operating Policy / Guidelines as approved by the Committee and adopted by resolution of Council of each municipality.
- d) Shall operate within the annual approved budget.

7.1 Fire Chief

Duties of Fire Chief:

- a) Every two (2) years the Fire Chief shall appoint two (2) Deputy Fire Chiefs, a secretary and a treasurer, and / or other necessary positions based on the recommendations from a majority of the members of the Department and shall provide the Committee with notice of the appointments.
- b) The Fire Chief shall be responsible for the operations of volunteer firefighting personnel and of the equipment.
- c) The Fire Chief shall be directly responsible to the Committee.

- d) The Fire Chief shall by February 1st provide the committee with an annual report along with the annual operating and capital budgets, which shall include the following:
 - i. Previous Year's Call Outs
 - ii. Current Year's Member Listing, appointments and recognitions
 - iii. Training Overview
 - iv. Inventory / Asset List
- e) The Fire Chief shall provide the Committee with a copy of any administrative meeting minutes.
- f) The Fire Chief shall provide the committee with any recommended amendments, additions or deletions to the Standard Operating Procedures/ Standard Operating Guidelines for approval.

8. Fire Hall, Equipment and Asset Inventory

8.1 Fire Hall

The Town and the R.M. acknowledge and agree that the fire hall located on land legally described as Blk/Par C-Plan 102302288 Ext 0 [216 Ontario Street], and the land upon which the fire hall is located is owned by the R.M. The R.M. hereby authorizes the Department to operate the fire department from and store Department equipment and assets at or in the Fire Hall.

8.2 Equipment and Assets

All fire apparatus, equipment and tools shall be jointly owned or allocated, unless otherwise indicated in the Inventory/Asset List to be approved by the Committee annually. An Inventory/Asset List current as of the date of execution of this Agreement is attached hereto as Schedule "C". The inventory/Asset List shall be updated and approved annually by the Committee and the most recently approved Inventory/Asset List shall be considered the governing list for the purposes of this Agreement. This Inventory/Asset List must include all major equipment, vehicles and tools, valued over five thousand dollars (\$5,000.00).

9. Duration and Termination

9.1 Term

It is understood that this agreement shall commence on the date it is signed and be continuous.

9.2 Termination

In the event that either municipality wishes to terminate this agreement they may do so by giving written notice of such termination to the other party two (2) years in advance of the date in which such termination is to become effective.

- a) In the event of termination of this Agreement, all equipment and contents shall be sold at auction. The net proceeds from the sale shall be divided equally among the municipalities. Any cash assets remaining after all liabilities have been satisfied shall also be divided equally among the municipalities.

Any termination of this agreement shall not nullify any prior commitments, passed by resolution of the Committee or ratified by both Councils.

10. Dispute Resolution

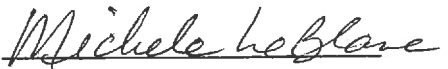
In the event of a dispute, the municipalities agree to first attempt resolution through the Committee. If unresolved, the matter shall be submitted to mediation before pursuing legal remedies.

11. Miscellaneous

This agreement may be amended only by mutual written agreement of both municipalities.

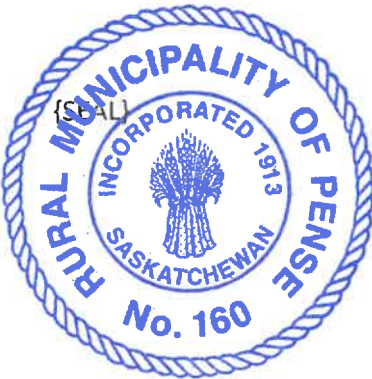
Town of Pense




Mayor


Administrator

R.M. of Pense No 160



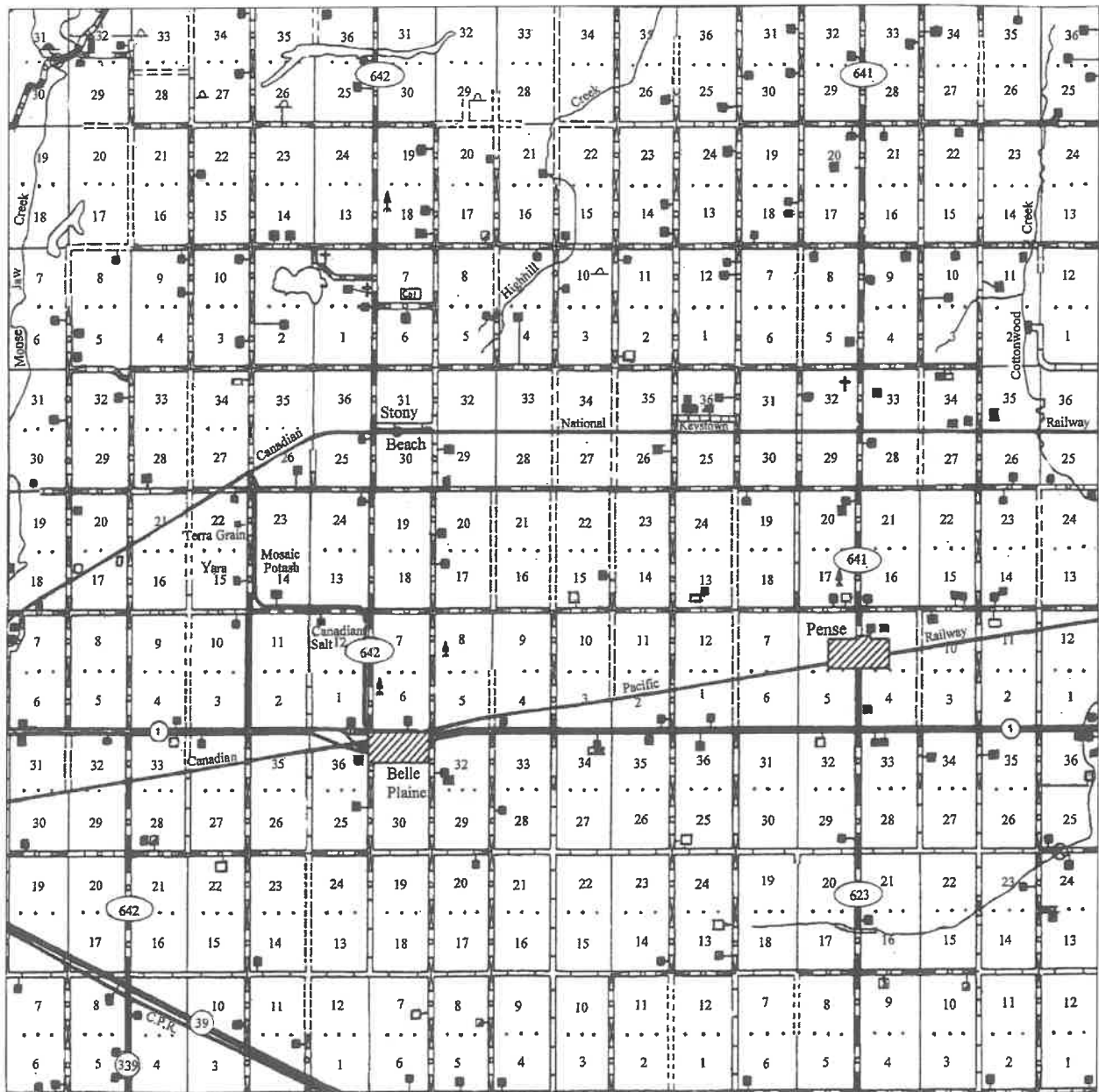

Reeve


Administrator

Schedules

- Schedule A – Service Area Map
- Schedule B – Schedule of Fire Service / Response Fees
- Schedule C – Equipment and Asset Inventory

Schedule A – Service Area Map



Schedule B – Schedule of Fire Service / Response Fees

1. 1st Line Pumper (1987 Pumper Fire Truck) - \$1,200.00 for the first hour and \$650.00 for every hour after.
2. 1st Line Tender - Water Tanker (2005 Mack) - \$650.00 per hour.
3. Rescue Response Vehicle (2019 GMC Sierra 3500 Crew Cab) (Extrication Tools and Fire Suppression Capability with Foam) - \$1,200.00 for the first hour and \$650.00 for every hour after.
4. Quick Response (2011 Chevrolet 2500 Silverado) (2nd Extrication Response Vehicle and 2nd water suppression in summer) - \$1,200.00 for the first hour and \$650.00 for every hour after.
5. Support Vehicle #1 (1980 GMC Van) (hazmat items) - \$100.00 per hour
6. Support Vehicle #2 (1997 Dodge Ambulance)- \$100.00 per hour
7. Refill of breathing apparatus tanks and foam will be billed out as cost recovery
8. Any total costs incurred from calling in a third-party fire department or other support equipment.
9. One hour minimum will be applied.

Schedule C – Equipment and Asset Inventory

1. 1987 Spartan Superior Fire Truck
2. 2005 Mack Heavy Duty Vehicle – Water Tanker
3. 2019 GMC Sierra 3500 Crew Cab 4wd – Rescue Response with Extrication Tools and CAFS System
4. 2011 Chevrolet 2500 Silverado – Secondary Extrication Response Vehicle and Secondary water Suppression (summer months)
5. 1997 Dodge 350/3500 Other Truck
6. 1980 GMC Van used as a Utility Vehicle – hazmat items
7. Snuffer Compressed Air Foam System
8. Fire Fighter Gear – boots, pants, jackets, gloves, balaclavas, helmets, lights
9. Ice Rescue Equipment / Tools
10. Thermal Imaging Camera
11. Extrication Rescue Tools
12. Medical First Responders Kit Supplies including AED's