

## **SERVICE AGREEMENT**

**Municipality of Shawville**, corporation under public law and governed by the Municipal Code of Quebec, having its registered office at 350 rue Main, Shawville, province of Quebec, represented by William McCleary, Mayor, and Crystal Webb, Director General and Secretary-Treasurer, both duly authorized to sign under the resolution number \_\_\_\_\_ passed on \_\_\_\_\_. 2025 copy of which is attached hereto as annex A;

**AND**

**Municipality of Clarendon**, corporation under public law and government by the Municipal Code of Quebec, having its registered office at 427 route 148, Clarendon, province of Quebec, represented by Edward Walsh, Mayor and Patricia Hobbs, Director General and Secretary-Treasurer, both duly authorized to sign under the resolution number \_\_\_\_\_ passed on \_\_\_\_\_, 2025 copy of which is attached hereto as annex B;

Hereinafter identified as, **“The Municipalities of Shawville and Clarendon”**

**AND**

Municipality of Thorne, corporation under public law and governed by the Municipal Code of Quebec, having its registered office at 766 Route 366, Ladysmith (Thorne), province of Quebec, represented by Karen Daly Kelly, Mayor and Jessica Ménard, Director General and Secretary-Treasurer, both duly authorized to sign under the resolution number \_\_\_\_\_ passed on \_\_\_\_\_ copy of which is attached hereto as annex C;

Hereinafter identified as, **“The Municipality of Thorne”**

**WHEREAS** the municipalities concerned wish to enter into an agreement for fire services to be provided by the Shawville Clarendon Fire Department to the Municipality of Thorne, and all parties acknowledge the terms set forth herein.

**THEREFORE**, the parties agree as follows:

### **1. Scope of Services:**

#### **Value of offer and Service Period:**

The total value of this agreement is \$80,000.00 (plus service fees as referenced in Article 2 Billing & Costs) per year. The sum covers all fire protection and emergency services rendered to the Municipality of Thorne throughout the calendar year, as detailed in this agreement.

Upon signing this agreement, the Municipality of Thorne will pay the Municipality of Clarendon the sum of \$40,000.00 on July 1, 2025, for the services provided for in this agreement for the remainder of the 2025 calendar year. In 2026, and in each subsequent the Municipality of Thorne will pay the sum of \$40,000.00 (reference price) year, on January 1<sup>st</sup>., and July 1<sup>st</sup>. increased by the Canadian consumer price index of October of the previous year, as published by Statistic Canada in November. A notice to this effect will be sent to the Municipality of Thorne by the Municipality of Clarendon. For example, on January 1, 2026, this amount will be \$80,000.00, increased by the CPI for October 2025 and published in November 2025. If the CPI is 2.5% the total amount will be \$82,000.00 for 2026. In 2027, this new rate (\$82,000.00) will be increased by October 2026 CPI.

The Municipality of Thorne will hold the Municipality of Shawville and the Municipality of Clarendon, its Council, its employees and all its representatives including the Fireman and their Leaders harmless of any all liability related to the services within this agreement.

#### **Fire Protection and Emergency Services:**

The Municipalities of Shawville and Clarendon agrees to provide fire protection and emergency response services to the Municipality of Thorne. These services will include, but are not limited to, the following:

- Responding to car accidents
- Responding to fire-related emergencies, including structure fires, wildfires, and hazardous material incidents.
- Conducting fire-related rescue operations, including the rescue of individuals from burning structures or hazardous environments.

- Providing necessary firefighting resources, including but not limited to pumpers, tankers, aerial units, and emergency response units, to adequately manage and control fire-related incidents.

### **Municipality of Thorne Responsibilities**

While the Municipalities of Shawville and Clarendon will provide the fire protection and emergency services outlined above, the Municipality of Thorne will remain responsible for several key aspects related to its fire service infrastructure. Specifically, Municipality of Thorne will be responsible for:

- The maintenance, upkeep, and operational costs of fire service buildings within its jurisdiction, including all utilities heat, electricity, and water.
- Securing and maintaining appropriate insurance coverage for the fire service buildings, firefighting equipment, and related property.
- Ensuring required maintenance and required inspection of firefighting trucks, vehicles, and equipment, including the required replacement or repair of any faulty or outdated equipment.
- The recruitment, training, and ongoing professional development of firefighters in the Municipality of Thorne. This includes ensuring that firefighters are trained to the required standards and equipped with the necessary knowledge and skills to handle emergency situations effectively and safely.

### **Request For Intervention:**

- When a fire occurs within the serviced territory, any concerned person or the 9-1-1 service may request the Shawville and Clarendon Fire Service.
- During an intervention, the Officer in command or his replacement is responsible for determining the required number of responders, as well as the necessary equipment and intervention methods to be used.
- Depending on the extent of the incidents to be addressed, they are also responsible for determining whether assistance from one or more other fire services is required and for calling upon the services.
- In the event fires, or other incidents occur simultaneously in several territories served by the Shawville and Clarendon Fire Services priority is determined by the Officer in command or his replacement according to the severity of the incident.

### **Additional Considerations:**

- The Municipality of Thorne will ensure that its firefighters have the appropriate protective gear, uniforms, and tools necessary to carry out their duties safely and efficiently.
- The Municipality of Thorne will provide ongoing opportunities for required training in firefighting techniques, emergency medical services, hazardous material handling, and other areas critical to the effectiveness of the fire department.
- The Municipality of Thorne will be responsible for compensating its firefighters for their services, which includes setting wages, offering benefits, and ensuring compliance with all relevant labor laws and regulations.
- When the situation requires it the Officer in command or his replacement may, during an intervention on the territory of the Municipality of Thorne request reinforcements or back-up from any other municipal fire services. The cost arising from this request shall be paid by the Municipality of Thorne.
- If the Municipalities of Shawville and Clarendon require similar reinforcements, they may call upon the Municipality of Thorne fire service personal and equipment. The cost arising from this request shall be paid by the Municipality of Shawville and Clarendon.
- The Municipality of Thorne will provide to the Shawville Clarendon Fire Department the certification reports for their fire fighters.
- The Fire Chief will be allocated time during general office hours to complete the necessary service call form(s) plus complete time sensitive phone calls. If other tasks for the Municipality of Thorne are required by the Shawville Clarendon Fire Chief they will be managed through an independent agreement between the Shawville Clarendon Fire Chief and the Municipality of Thorne.

2. Billing and Costs:

- Shawville Clarendon Fire Department will charge the Municipality of Thorne for all fire-related services based on the rates outlined below. These rates are subject to annual revision and will be effective as of 2025.

Charges proposed to Thorne	Cost
Description of the service provided	Pricing per hour*
Pumper	\$200,00
Tanker	\$200,00
Aerial Ladder	\$275,00
Emergency unit (Rescue)	\$100,00
Emergency unit (Pickup Truck)	\$50,00
Firefighter (2025)	\$24,00
Firefighter (2026)	\$25,00

- Minimum service fee for vehicles is 1 hour if the vehicle is used on scene.
- The minimum service fee for firefighters is 4 hours per firefighter.
- There will be no charge to the Municipality of Thorne for Rescue Unit Expense providing that the Shawville Clarendon Fire Dept receives the rebate from the S.A.A.Q.
- Billing will be calculated based on the time the Shawville Clarendon Fire Department receives the emergency call to the Shawville Clarendon Fire Department return to the Shawville Clarendon Fire Hall on Centre Street plus the time required to put the equipment back in service.
- Billing will be based on the number of Firemen who respond to the call which might be different from the number who are on site at the fire/emergencies.
- These rates will also be the same rates used for services provided by The Municipality of Thorne to the Municipalities of Shawville and Clarendon.

3. Payment Terms:

All charges for services provided will be invoiced by the Municipality of Clarendon. The Municipality of Thorne agrees to pay invoices within 30 days of receipt of the invoice.

4. Duration of Agreement:

This Agreement shall commence on July 1,2025 and will remain in effect for three (3) years, unless terminated earlier pursuant to the termination clause.

5. Termination of Agreement:

- The agreement will be reviewed and renegotiated by all parties on the conclusion of the term. The review and renegotiation of the agreement will begin 6 months prior to the end of the agreement. Termination or Amendments may be made if one of the three parties informs the other parties by written notice of its intention to amend or terminate the agreement. All Parties agree to fulfill any outstanding obligations incurred before the termination date, including payment for services rendered in the even of termination.
- In the event one of the parties to the agreement is in default in any of the following cases, the other party shall send written notice informing the defaulting party of the breach identified and the time-period granted to remedy it:
  - Failure to fulfill any of the obligations set out in this agreement.
  - Failure to comply with applicable laws and regulations in the context of this agreement.
  - Demonstrates gross negligence in fulfilling any of the obligations under this agreement.
- If the default is not remedied within the prescribed time, the other party may terminate the agreement by providing the defaulting party with written notice at least fifteen (15) days prior to the effective date of termination.

6. Amendments:

In the event one of the parties wishes to make amendments, the other party must respond in writing within thirty (30) calendar days following the date indicated on the notice, stating its decision to accept or reject the proposed amendments. If the parties fail to reach an agreement

before the renewal date the present agreement shall terminate with all service cancelled.

7. Indemnification:

- Each party agrees to indemnify and hold the other party harmless from any claims, liabilities, or damages arising from the actions or omissions of their respective personnel or operations under this agreement.
- Each party to the agreement assumes responsibility for bodily injury or property damage caused to third parties during or as result of operations carried out on its territory under this agreement. For the purposes of this agreement “third party” means any natural or legal person other than a municipality that is a party to the agreement or its employees.
- Should the Municipality of Thorne be unable to maintain roads necessary to provide fire services to all its territory the Shawville Clarendon Fire Department can refuse fire services without any claims, liabilities, or damages.

8. Insurance:

- The Municipality of Thorne must obtain and maintain for the entire duration of the agreement liability insurance in the amount of 5 million dollars; sufficient to cover all claims that may arise from intervention carried out under this agreement. Throughout the agreement the insurance must increase as required/necessary
- The Municipality of Thorne agrees to provide a copy of the liability insurance policy to the Municipality of Clarendon within thirty (30) days following the anniversary date of the signing of the agreement or its renewal.

9. Sharing of Assets and Liabilities:

- At the end of the agreement, the Municipalities of Shawville and Clarendon retain ownership of the assets, equipment, infrastructure, vehicles, buildings, and all other movable or immovable property they have acquired for use as part of the service offer under this agreement.
- The Municipality of Thorne will retain ownership of the equipment, infrastructure, vehicles, buildings, and all other movable or immovable property it has acquired for its purposes and stored within the Thorne Fire Station.

10. Date of entry into force

This agreement shall enter into force on July 1<sup>st</sup>, 2025

SIGNED ON THREE ORIGINAL COPIES, on \_\_\_\_\_  
Date

Municipality of Shawville

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Municipality of Clarendon

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Signature

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Signature

Municipality of Thorne

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Signature

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Signature