

**(Unofficial version)**

**DATE: August 24, 2022**

A special meeting of the Clarendon Municipal Council was held on the above night at the Municipal Hall. Present were: Mayor Edward Walsh, Cr. Younge, Cr. Elliott, Cr. Dagg, Cr. Holmes, Cr. Smith & Cr. Hanna. Clerk/Treasurer, Patricia Hobbs was also in attendance.

Reason for the Meeting:

The Municipalities of Shawville and Clarendon wish to enter into an inter municipal fire services agreement with the Municipality of Portage. As part of this process, a draft agreement must be accepted as well as a resolution to purchase the existing equipment from the Municipality of Portage du Fort. Municipal Affairs has requested that an additional resolution be passed at this special meeting to give authority to the Municipality of Shawville to apply for a grant through the Regions and Rurality Fund (FRR) to purchase additional equipment.

**1. OPENING THE MEETING**

Mayor, Edward Walsh opened the meeting at 7:00 p.m.

**Conflict of Interest Statement:**

*A conflict of interest occurs when elected officers are placed in a situation of having to choose between their personal interests, or those of their entourage, and the public interest. The conflict of interest sections of the Act respecting municipal elections and referendums are designed to ensure that the decision-making process on a municipal council is not tainted by personal considerations*

**Public Participation**

**2. ADOPTION OF THE AGENDA**

**104-08-2022** Proposed by Cr. Holmes

Seconded by: Cr. Dagg

And unanimously resolved to adopt the agenda of August 24, 2022

**3. Resolution to adopt the draft agreement for fire services between Shawville-Clarendon & Portage du Fort & signing authority for agreement**

**WHEREAS** municipalities which are parties to the agreement may, in accordance with the provisions of Articles 569 and following of the Municipal Code of Quebec, enter into an agreement relating to fire safety on their territory.

**WHEREAS** the municipalities concerned wish to sign an agreement for services relating to protection against fires and providing for the supply of services aimed at covering the territory of the Municipality of Portage-du-Fort by the fire department of the Municipalities of Shawville and Clarendon.

**WHEREAS** A municipality may, in accordance with the Fire Safety Act (RSQ, c. 20), establish rates for the use of its fire safety service.

**WHEREAS** it is necessary to define the modalities of operation and pricing of an agreement for the provision of firefighting services.

## **THEREFORE**

**105-08-2022** It is Moved by: Cr. Holmes

Seconded by: Cr.Young

And unanimously agreed to accept the Draft Agreement as laid out in **Annex A** for the provision of Fire Safety Services between Shawville/Clarendon Fire Dept and the Municipality of Portage du Fort. It is also resolved that the Mayor and Director General be given signing authority for this agreement.

### **4. Resolution to Adopt Purchase Agreement for Existing Equipment**

**WHEREAS** the municipalities parties to this agreement have, in accordance with the provisions of Articles 569 and following of the Municipal Code of Quebec, entered into an agreement relating the provision of firefighting services Annex A

**WHEREAS** the municipality of Portage-du-Fort is owner of firefighting equipment for which they no longer require and are willing to sell or exchange for cost of services provided;

**WHEREAS** the municipalities of Shawville and Clarendon are willing to acquire said equipment in lieu of cost of services provided as part of their agreement of provision of services.

**WHEREAS** a complete list of this equipment is attached hereto as **Annex B**

**106-08-2022** It is therefore

Moved by: Cr .Dagg

Seconded by: Cr. Holmes

And unanimously agreed to accept the terms of the purchase agreement as outlined in Annex C of this document and grant signing authority for this purchase agreement to the Mayor and Director General.

Carried

### **5. Resolution granting Authority to the Municipality of Shawville to make application for Grant under the FRR Grant**

**WHEREAS** the municipality has taken cognizance of the Guide for organizations concerning Component 4 - Support for inter municipal cooperation of the Regions and Rurality Fund

**WHEREAS** the municipalities of Clarendon, Shawville & Portage du Fort wish to submit a project of the purchase of a Fire Vehicle for financial assistance;

IT IS THEREFORE

**107-08-2022** Moved by: Cr. Dagg

Seconded by: Cr. Young

And unanimously resolved that this resolution be adopted and that it be declared and decreed as follows..

- The Council of Clarendon agrees to participate in the Purchase of Fire Vehicle project and to contribute a portion of the costs;
- Council authorizes the submission of the project under Component 4 - Support for inter municipal cooperation of the Fonds régions et ruralité;
- Council appoints the Municipality of Shawville as the lead agency for the project.

Carried

### **6. Adjournment**

**108-08-2022** Motion to adjourn the special meeting of August 24, 2022 by Cr. Holmes at 7:20 p.m.

# **INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SAFETY SERVICE**

**BETWEEN**

**THE MUNICIPALITY OF SHAWVILLE**

**AND**

**THE MUNICIPALITY OF CLARENDON**

**AND**

**THE MUNICIPALITY OF PORTAGE-DU-FORT**

# **INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SAFETY SERVICE**

## **BETWEEN**

**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 XXXXX passed on May 24th, 2022 copy of which is attached hereto as **annex A**;

Hereinafter identified as, "**Municipality of Shawville**"

## **AND**

**Municipality of Clarendon**, corporation under public law and governed 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 XXXXX passed on May 24th, 2022 copy of which is attached hereto as **annex B**;

Hereinafter identified as, "**Municipality of Clarendon**"

## **AND**

**Municipality of Portage du Fort**, corporation under public law and governed by the Municipal Code of Quebec, having its registered office at 24 rue de l'Église, Portage du Fort, province of Quebec, represented by Lynne Cameron, Mayor and Lisa Dagenais, Director General and Secretary-Treasurer, both duly authorized to sign under the resolution number XXXXX passed on June 1<sup>st</sup>, 2022 copy of which is attached hereto as **annex C**;

Hereinafter identified as, "**Municipality of Portage du Fort**"

**WHEREAS** the municipalities parties to the agreement may, in accordance with the provisions of Articles 569 and following of the Municipal Code of Quebec, enter into an agreement relating to fire safety on their territory.

**WHEREAS** the municipalities concerned wish to sign an agreement for services relating to protection against fires and providing for the supply of services aimed at covering the territory of the Municipality of Portage-du-Fort by the fire department of the Municipalities of Shawville and Clarendon.

**WHEREAS** A municipality may, in accordance with the Fire Safety Act (RSQ, c. 20), establish rates for the use of its fire safety service.

**WHEREAS** it is necessary to define the modalities of operation and pricing of an agreement for the provision of firefighting services.

ACCORDINGLY, the parties hereto agree as follows:

## **OBJECT**

The purpose of this agreement is to allow the Municipalities of Shawville and Clarendon to provide fire protection services to the Municipality of Portage-du-Fort.

## **COVERAGE AGREEMENT**

The Municipality of Portage-du-Fort authorizes the Municipalities of Shawville and Clarendon, in this case, its fire department, to respond to any emergency call located within its territory.

The Municipalities of Shawville and Clarendon authorize their fire department to respond to any emergency call originating from the 911 call center or dispatch, a call from a citizen or assistance by the Sûreté du Québec located within the Municipality of Portage-du-Fort.

## **IMPOSSIBILITY TO RESPOND**

In the event that the fire department of the Municipalities of Shawville and Clarendon is unable to respond to the emergency call from the 911 call center, the representative of this department must, as soon as possible, contact 911 and notify them of their inability to act so that the 911 call center can notify the fire protection department of another municipality.

## **MANAGEMENT OF FIRE SERVICE**

The Municipalities of Shawville and Clarendon are the organizations responsible for the day-to-day operations of its fire safety service.

## **PROTECTION OF TERRITORY**

If the resources available to cover the municipalities of Shawville and Clarendon are insufficient to respond to a secondary emergency call while its fire department is busy fighting a fire on the territory of the Municipality of Portage-du-Fort, the person in charge of the Shawville-Clarendon fire department is expressly authorized via the 911 call center to retain the services of another fire department to ensure adequate protection of its territory. In this case, the Municipality Portage-du-Fort will pay the costs related to third-party fire department.

Insufficient resources will be quantified as being less than:

- 1 pumper
- 1 tanker
- 4 qualified firefighters.

In cases where the remaining available firefighters are more than four qualified firefighters with a pumper and tanker and that they remain on its territory, no special procedures will be instituted.

## **USE OF EQUIPMENT**

The Municipalities of Shawville and Clarendon must ensure that the equipment used to fight fires complies with the standards in force.

## **COMPLIANCE WITH THE FIRE SAFETY COVER PLAN**

All participating organizations undertake to comply with the requirements of the MRC Pontiac Fire Safety Cover Plan in force.

Each participating municipality remains responsible for the maintenance and compliance of its water system and its sources of water supply.

## **PURCHASE OF A FIREFIGHTING VEHICLE**

The municipalities of Shawville, Clarendon and Portage-du-Fort agree to proceed with the purchase of a fire truck to ensure adequate coverage of the territory of this agreement. This purchase will be the subject of a request for financial assistance under Component 4 - Support for intermunicipal cooperation (Volet 4 – Soutien à la coopération intermunicipale) of the Fonds régions et ruralité (FRR) for the year 2021-2022 of the Ministère des Affaires municipales et habitation (MAMH). The municipality of Shawville will be the file holder for the application for financial assistance.

This vehicle, at an estimated cost of \$312,500, will be subsidized at 80% by the MAMH grant. The balance of the cost of the vehicle will be divided between the municipalities of Shawville and Clarendon. In the event that the grant is not awarded as detailed above, the purchase of the vehicle will not take place unless agreed to by the parties in the form of a resolution of the Municipal Councils.

## **APPLICABLE PRICING**

The municipality of Portage-du-Fort agrees to pay to the municipalities of Shawville and Clarendon the following sum:

Upon signing this agreement, the municipality of Portage-du-Fort will pay the municipality of Clarendon the sum of \$10,000 for the services provided for in this agreement for the remainder of the 2022 calendar year. In 2023 and in each subsequent year, in January, the municipality of Portage-du-Fort will pay the sum of \$20,000 (reference price), increased by the consumer price index of October of the previous year, as published by Statistics Canada the following November. A notice to this effect will be sent to the municipality of Portage-du-Fort by the municipality of Clarendon.

For example, on January 1, 2023, this amount will be \$20,000, increased by the CPI for October 2022 and published in November 2022. If the CPI is 2.5%, the total amount will be \$20,500 for 2023. In 2024, this new rate (\$20,500) will be increased by the October 2023 CPI.

In addition to this, the municipality of Portage-du-Fort will pay:

For firefighting services:

- a) Actual firefighting wages, equivalent to the current rates in force by the municipalities of Shawville and Clarendon for its firefighting personnel for the duration of any intervention taking place on the territory of the municipality of Portage-du-Fort.
  - a. The minimum call-out time set by the municipalities of Shawville and Clarendon applies.
  - b. The hours billed to the municipality of Portage-du-Fort will be counted from the time of the call-out until all equipment is cleaned and put back in service.
- b) Actual replenishment costs of gasoline and diesel for the vehicles of the Shawville-Clarendon Fire Department for an intervention taking place on its territory.

For fire prevention services:

- c) The sum of twenty-five (25) dollars per inspection completed within the Smoke Alarm Installation and Verification Program for residences on its territory.

The municipalities of Shawville and Clarendon will notify the municipality of Portage-du-Fort of any modifications to its employee work conditions (i.e., hourly wage rate, minimum call-out time, etc.)

## **PAYMENTS**

An invoice including the updated share cost of the municipality of Portage-du-Fort will be presented to the municipal council at the beginning of each year.

Emergency call response services will be payable upon production of this invoice which will identify firefighter hours and fuel expenditures. A copy of the calling card shall be annexed to the invoice.

Fire prevention services, namely home inspection services, will be payable annually upon production of an invoice which will identify the number of inspections completed in the municipality of Portage-du-Fort.

Interest is applicable on amounts due to the expiration of deadlines at the prevailing rate.

## **CLAIMS**

For the purposes of this agreement, the municipalities of Shawville and Clarendon may not claim any payment or compensation from the municipality of Portage-du-Fort for:

- a) Repair of vehicles and fire-fighting equipment
- b) Deductibles as well as insurance premiums covering damage likely to be caused to vehicles and its equipment as well as injuries to the personnel of its fire department.

## **LIABILITY**

In case of death, injury or damage occurring during operations related to this provision of services, the following provisions apply:

- a) Subject to all rights and lawsuits against third parties, the municipality receiving services may not claim damages and interest by subrogation or otherwise, from the responding municipality or its officers, employees or agents, for loss or damage to property during or after the operation

conducted under this agreement.

- b) The municipality receiving services hereby assumes liability for injury or damage that may be caused to third parties by the fault of any officer or employee of the responding municipality.
- c) For purposes of this agreement, "third party" means any person or entity other than the responding municipality, its officers, or its employees.
- d) For purposes of the Workers' Compensation Act and for the payment of any benefit provided for in collective agreements, any officer or employee of the responding municipality who is injured in the exercise of his duty under this agreement is regarded as having worked for his regular employer, even when these injuries occur while he is responding in another municipality. For this purpose, the regular employer has no recourse through subrogation or otherwise against the municipality receiving services.

### **DURATION AND RENEWAL**

This agreement is effective from the date of signing until December 31<sup>st</sup> of 2032. Thereafter, the agreement is automatically renewed for successive periods of five years without further formality, unless either party notifies the other by registered or certified mail of its intention to terminate or to request changes. This notice must be given at least three months before the expiration of the initial term or any renewal period.

If the termination of the agreement is requested by the municipality of Shawville or Clarendon, a 24-month period of fire service protection to Portage-du-Fort must be ensured to allow for a transition period by the Municipality of Portage-du-Fort. Proper justification for the termination of this agreement must also be given by the municipality of Shawville or Clarendon.

### **MODIFICATION**

This agreement may be amended at any time or in part at the option of both parties. However, if any changes or modifications are made, they take effect only when they are found in a written agreement duly signed by the parties and annexed to this contract.

### **SHARING OF LIABILITIES AND ASSETS**

In the event of the termination of this agreement, ownership of the movable property will be retained by the municipal organization that acquired said property, which may use or dispose of it as it sees fit. No financial compensation will be paid to another municipality.

In the event that the grant mentioned in section 8 of this agreement is obtained, and the termination of this agreement is requested within the first term (10 years) by the municipalities of Shawville or Clarendon, the Municipality of Portage-du-Fort will be granted 10% of the value of the grant obtained for the purchase of the vehicle, divided equally by the municipalities of Shawville and Clarendon. If the municipality of Portage-du-Fort is requesting the termination of this agreement, no compensation will be paid. The former two municipalities will keep the vehicle obtained via this grant.

The municipal organizations involved will also assume all liabilities related to the application of this agreement.

### **REPLACEMENT OF PREVIOUS AGREEMENTS**

This agreement does not replace intermunicipal agreements in fire safety previously agreed upon between the municipalities of Shawville and Clarendon, nor can it invalidate any article within it.

### **AGREEMENT**

This agreement has been drafted in English at the request of both parties.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED THIS INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF FIRE SERVICES.

SIGNED IN THREE ORIGINAL COPIES, ON \_\_\_\_\_ OF 2022.

MUNICIPALITY OF SHAWVILLE

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SIGNATURE

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SIGNATURE

MUNICIPALITY OF CLARENDON

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SIGNATURE

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SIGNATURE

MUNICIPALITY OF PORTAGE-DU-FORT

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SIGNATURE

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SIGNATURE



**Shawville - Clarendon Fire Department**

P.O. Box 911, 200 Centre St., Shawville, Quebec J0X 2Y0  
ANNEX E / Inventory list of portage fire hall & truck

1997 International 4900 SERIES /5 man cab pumper with an E-ONE fire body  
Serial # 1HTSDADR4VH471768

2 new pair of gloves  
6 bunker suits (3 of them legal dates)  
6 helmets, 3 pair gloves, 4 pair boots,  
6 pair coveralls  
4 scba harness complete with masks and tanks  
10 scba tanks total (2 of them new) carbon fiber  
2 scba units needing repairs  
Portable pump (18hp) Honda with gas can  
Gas ice auger  
Eye wash kit in truck  
16 older fire extinguishers & 3 newer (19 total)  
2 portable lights on stands  
1 portable drop tank  
2 small generators (1 is a Honda 2600, the other is old unknown)  
1 Defibrillator  
3 digital portable radios and base and repeater  
18 lengths of hose, 1.5, 2.5 & 4.0 (could be more, not exact count)  
4 x 1.5 nozzles (newer) 2x 1.5 (older) 1x 2.5 (older)  
1 pair wheel chocks, 2 hose bridge plates  
2 x 4 inch hard suction hose, 2 x 6 inch hard suction hose with barrel strainers  
1 x 6 inch floating suction

**PREVENT FIRES — SAVE LIVES**

## **AGREEMENT TO PURCHASE EQUIPMENT**

**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 XXXXX passed on May 24th, 2022 copy of which is attached hereto as **annex A**;

**AND**

**Municipality of Clarendon**, corporation under public law and governed 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 XXXXX passed on May 24th, 2022 copy of which is attached hereto as **annex B**;

Hereinafter identified as, "**The municipalities of Shawville and Clarendon**"

**AND**

**Municipality of Portage du Fort**, corporation under public law and governed by the Municipal Code of Quebec, having its registered office at 24 rue de l'Église, Portage du Fort, province of Quebec, represented by Lynne Cameron, Mayor and Lisa Dagenais, Director General and Secretary-Treasurer, both duly authorized to sign under the resolution number XXXXX passed on June 1<sup>st</sup>, 2022 copy of which is attached hereto as **annex C**;

Hereinafter identified as, "**The municipality of Portage-du-Fort**"

**WHEREAS** the municipalities parties to this agreement have, in accordance with the provisions of Articles 569 and following of the Municipal Code of Quebec, entered into an agreement relating the provision of firefighting services copy of which is attached hereto as **annex D**;

**WHEREAS** the municipality of Portage-du-Fort is owner of firefighting equipment for which they no longer require and are willing to sell or exchange for cost of services provided;

**WHEREAS** The municipalities of Shawville and Clarendon are willing to acquire said equipment in lieu of cost of services provided as part of their agreement of provision of services.

**WHEREAS** a complete list of this equipment is attached hereto as **annex E**.

CONSEQUENTLY, the parties hereto agree as follows:

### **OFFER TO PURCHASE**

The municipalities of Shawville and Clarendon have offered to purchase all equipment identified in annex E of the current agreement, in exchange for services to be rendered to the municipality of Portage-du-Fort, as part of the intermunicipal agreement concerning the provision of fire safety service.

The value of this offer is \$20,000, amount equivalent to the flat rate cost of services offered to the municipality of Portage-du-Fort for the 2023 calendar year, not included extra services (fuel, manpower, home inspections).

### **BUYERS RESPONSIBILITY**

The municipalities of Shawville and Clarendon have agreed to pay for the cost of acquiring said vehicle and equipment. The municipalities will also be responsible for costs relating to the putting this equipment in service according to current standards (inspection, testing, verifications, etc.).

The municipalities of Shawville and Clarendon have inspected the equipment and are satisfied with its current condition and accept to purchase this equipment in its current condition.

### **SELLERS RESPONSIBILITY**

The municipality of Portage has agreed to surrender all rights to this equipment to the municipalities of Shawville and Clarendon. The former will not be held responsible for any break relating to this equipment after this offer has been accepted by resolution of its council.

The municipality of Portage-du-Fort has also agreed to provide the municipality of Clarendon all upkeep records, equipment information and manuals/warranty documentation that may apply.

The municipality of Portage-du-Fort acknowledges that it has disclosed all prior issues or problems with this equipment to the municipalities of Shawville and Clarendon.

**AGREEMENT**

This agreement has been drafted in English at the request of both parties.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT FOR THE PURCHASE OF FIREFIGHTING EQUIPMENT.

SIGNED IN THREE ORIGINAL COPIES, ON \_\_\_\_\_ OF 2022.

MUNICIPALITY OF SHAWVILLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

MUNICIPALITY OF CLARENDON

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

MUNICIPALITY OF PORTAGE-DU-FORT

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SIGNATURE