

Type of Decision									
Meeting Date	Friday, January 30, 2015			Report Date	Tuesday, January-27-15				
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	X	Information Only			Type of Meeting	X	Open		Closed
North Renfrew Emergency Response Unit Invoice - Report #30/01/15/1208 1161									

Subject:

A review of the current rescue vehicle agreement and financing.

RECOMMENDATION:

That Council consider the status of the current agreement and provide direction to staff to deal with the invoice received. As this is a politically sensitive issue, staff does not have a specific recommendation but has presented one alternative for Council consideration.

WHEREAS staff have received an invoice for \$800 for rescue vehicle partnership annual fees;

AND WHEREAS without an agreement or budget line item staff have no authority to make this payment without express Council approval;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara & Maria does hereby authorize staff to remove \$800 from the Emergency Vehicle Reserve to pay this invoice;

BACKGROUND/EXECUTIVE SUMMARY:

Last week HCM received an invoice for \$800 for its share of the annual operating costs of the North Renfrew Emergency Rescue Unit. The challenge is that since an agreement to extend the payment terms was not passed in February of 2014, it was assumed that the funding agreement had been discontinued.

The Clerk exchanged emails with Chief Tennant of the DR Fire Department. His position is that the agreement (which you have received a copy) is still in existence and under it HCM is obligated to pay its annual fee of \$800.

It is staff understanding that the review which took place in 2014 (a copy of meeting minutes you have in this package) fell through. Although a discussion of an agreement amendment took place, nothing was finalized or presented to HCM council for approval.

In the agreement signed in 2010, the general agreement was for payment of \$800 per year for the years 2010 – 2013 as specified in section 6.a. Although discussion about extending these payments into the future took place at the meeting in February of 2014, they were not presented to nor adopted by Council. As we do not have an agreement, or a budget line item; staff have no authority to make these payments without Council's express permission.

Further, it was expressed to Councillor Grills at that meeting that due to the resulting vulnerability of Deep River assets when staff were called out to rescue calls, it was likely that this service would be discontinued for HCM. Since there was no official follow up, it was staff understanding that the funding agreement had terminated so was not inserted into budget discussion.

Options/Discussion:

Although there are many components to this issue, including whether or not HCM should even be a part of this program, the decision to be made today is whether or not staff is to pay the invoice for 2014.

Financial Considerations/Budget Impact:

Financially the impact is minimal at \$800. There is \$2,500 in the Emergency Vehicle Reserve fund that might be used to make this payment.

Policy Impact:

Staff requires approval to pay as this falls outside current policy.

Others Consulted:

Noella LeBreton, Treasurer
Doug Tennant, Fire Chief Town of Deep River
Councillor Grills, HCM representative Joint NRERU Committee

Approved and Recommended by the Clerk

Melinda Reith,
Municipal Clerk

Head, Clara, Maria - M. Reith

From: "Douglas Tennant" <DTennant@deepriver.ca>
Date: March-17-15 3:43 PM
To: "Jim Gibson" <hcmjimg@gmail.com>; "Bruce Boucher" <boucherb@live.ca>; "Glenn Doncaster" <GDoncaster@deepriver.ca>
Cc: <fire_lh@laurentianhills.ca>; "Ric McGee" <RMcGee@deepriver.ca>; "Douglas Tennant" <DTennant@deepriver.ca>; "Sherry Batten" <cao@laurentianhills.ca>; <twpshcm@xplornet.com>; "Christopher Carroll" <CCarroll@deepriver.ca>
Attach: Management Board Meeting Agenda - April 2 2015.docx; NRERU Call Summary for 2013 to 2014.docx; North Renfrew Emergency Response Unit - 2010.pdf; North Renfrew Emergency Response Unit Financial report 2012 to 2014.pdf; NRERU Agreement Revised Version February 2014.docx
Subject: Agenda and background information for NRERU Management Board Meeting - April 2, 2015

Everyone:

Here is the agenda as compiled by Chief Waito and me for the upcoming Management Board meeting of the NRERU at the Town of Laurentian Hills on Thursday April 2, 2015 from 2:00 pm to 3:30 pm.

If you have any questions please send them to either Chief Waito and me and we will get back to you as soon as possible.

See you on April 2 at 2:00 pm.

Doug

Douglas Tennant BSc, BA, CMMIII
Fire Chief
Deep River Fire Department
613.584.2000 x 123
613.584.3237 Fax
100 Deep River Road
P.O. Box 400
Deep River, ON K0J 1P0

North Renfrew Emergency Response Unit (NRERU)

Management Board Meeting

April 2, 2015

2:00 pm – 3:30 pm

Laurentian Hills Town Hall

34465 Highway 17, RR#1 Deep River K0J 1P0

Agenda

Welcome & Introduction	Fire Chief Kevin Waito and Fire Chief Doug Tennant – Chair
Review of existing NRERU Agreement	Management Board Members
20112 – 2014 Financial Report	Chris Carroll
2014 – 2017 Funding Formula	Chiefs Waito & Tennant
Review of proposed revisions to the NRERU Agreement	Chiefs Waito & Tennant
Equipment - SCBA decommissioning, air bag testing Auto Ex Stabilisation kit	Chiefs Waito & Tennant
Review of service request from Rapides des Joachims	Chiefs Waito & Tennant
General discussion	Management Board Members
Next Meeting Date & Location	
Adjournment	

Notes:

- Mr Chris Carroll – Treasurer, is able to attend this meeting to provide a review of the financial accounting of the NRERU.
- The Fire Chiefs have historically chaired these meetings. Fire Chief Tennant will chair this meeting of the NRERU Management Board.

North Renfrew Emergency Response Unit (NRERU)

Call Summary

Year	Call #	Location	MTO Invoice (\$ allotted to NRERU)	DRFD Callout (Backfill costs)
2014	2014-020	LH	Yes - \$410	Yes (\$342.97)
2014	2014-020A	LH	Yes - \$1025	Yes (\$342.98)
2014	2014-041	LH	Yes - \$410	Yes (\$483.78)
2014	2014-076	LH	Yes - \$410	Yes (\$483.78)
2014	2014-128	DR	Yes - \$410	Yes (\$483.78)
2014	2014-131	LH	Yes - \$410	No
				Yes (\$483.78)

Year	Call #	Location	MTO Invoice
2013	2013-081	HCM	Yes
2013	2013-087	HCM	Yes
2013	2013-098	LH	Yes
2013	2013-099	HCM	Yes
2013	2013-111	HCM	Yes
2013	2013-007	DR	Yes
2013	2013-009	LH	Yes
2013	2013-012	HCM	Yes

North Renfrew Emergency Response Unit

North Renfrew Emergency Response Unit
Financial Statement

	2012			2013			2014		
	Operating	Capital	Total	Operating	Capital	Total	Operating	Capital	Total
Operating Account Forward Balance	\$ 11,841.12		\$ 11,841.12	\$ 21,040.42		\$ 21,040.42	\$ 28,428.73		\$ 28,428.73
Capital Account Forward Balance	882.01	882.01	882.01	12,507.04	12,507.04	12,507.04	14,967.05	14,967.05	14,967.05
Total Forward Balance	11,841.12	882.01	12,723.13	21,040.42	12,507.04	33,547.46	28,428.73	14,967.05	43,395.78
Operating Account Interest	12.53		12.53	12.66		12.66	13.59		13.59
Capital Account Interest		12.53	12.53		12.66	12.66		13.59	13.59
Total Interest	12.53	12.53	25.06	12.66	12.66	25.31	13.59	13.59	27.17
Operating Account Revenue									
Municipal Grants	2,900.00	2,900.00	5,800.00	2,900.00	2,900.00	5,800.00	2,900.00	2,900.00	5,800.00
Emergency Calls	8,712.50	8,712.50	17,425.00	7,072.50	7,072.50	14,145.00	1,537.50	1,537.50	3,075.00
Capital Account Revenue			0.00			0.00			0.00
Total Revenues	11,612.50	11,612.50	23,225.00	9,972.50	9,972.50	19,945.00	4,437.50	4,437.50	8,875.00
Operating Expenses									
Fuel	195.50		195.50	211.70		211.70	571.73		571.73
Insurance	1,086.48		1,086.48	1,241.81		1,241.81	1,182.01		1,182.01
Misc. Tools	1,143.75		1,143.75	1,143.33		1,143.33	1,848.15		1,848.15
Wage recovery charge							2,137.28		2,137.28
Capital Expenses			0.00			7,525.15			7,525.15
Total	2,425.73	0.00	2,425.73	2,586.84	7,525.15	10,121.99	5,739.17	0.00	5,739.17
Operating Account Closing Balance	21,040.42		21,040.42	28,428.73		28,428.73	27,140.65		27,140.65
Capital Account Closing Balance	0.00	12,507.04	12,507.04	0.00	14,967.05	14,967.05	0.00	19,418.13	19,418.13
Total Closing Fund Balance	\$ 21,040.42	\$ 12,507.04	\$ 33,547.46	\$ 28,428.73	\$ 14,967.05	\$ 43,395.78	\$ 27,140.65	\$ 19,418.13	\$ 46,558.78

The Corporation of the Town of Deep River

By-Law No. 21-2010


A by-law to authorize the municipality to enter into an amending agreement for the joint use of an Emergency Response Unit.

The Council of the Corporation of the Town of Deep River **ENACTS AS FOLLOWS:**


1. The Mayor and CAO/Clerk are hereby authorized to sign on behalf of the Corporation of the Town of Deep River an Agreement between the said Corporation and the Corporation of the Town of Laurentian Hills and the Corporation of the United Townships of Head, Clara & Maria, or any of them, for the joint purchase and operation of an emergency unit called the "North Renfrew Emergency Response Unit".
2. The terms of the agreement referred to in Section 1 shall be substantially the same as the terms of the agreement attached to this by-law as Schedule 'A'.
3. By-Law No. 11-85 is hereby repealed.
4. This by-law comes into force upon adoption by Council of the Corporation of the Town of Deep River.

READ A FIRST AND SECOND TIME THIS 17TH DAY OF MARCH, A.D. 2010.

READ A THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF MARCH, A.D. 2010.



Mayor



CAO/Clerk

Appendix 'A' to By-Law No. 1010

THIS AGREEMENT made this 11th day of March, 2010.

BETWEEN:

THE CORPORATION OF THE TOWN OF DEEP RIVER

- and -

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

- and -

THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

WHEREAS subsection 20(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries

AND WHEREAS the two Towns and the Township did prior to amalgamation in 2000 enter into and provide for the acquisition, funding and operation of an 'auto extrication (rescue) unit', which agreement has never been amended or updated

AND WHEREAS the three municipalities wish to continue to provide an auto extrication (rescue) unit as they have done in the past

AND WHEREAS the initial price of the unit was shared between the three municipalities or their predecessor municipalities prior to the year 2000 amalgamations on a pro rata basis based on population at the time of the acquisition of the unit

NOW THEREFOR THIS AGREEMENT WITNESSETH that the two Towns and the Township for themselves and their respective successors, heir and assigns, mutually covenant and agree as follows that:

In this agreement:

- 1 capital Cost means the cost of each acquisition for, or addition to, or replacement of the auto extrication (rescue) unit or part thereof and for any item of equipment carried thereon in excess of Two Thousand Five Hundred Dollars (\$2,500), or any single item of repair or maintenance costing in excess of Two Thousand Five Hundred Dollars (\$2,500)
- 2 operating Cost means all costs not defined as capital cost pursuant to the abovementioned definition of capital cost
- 3 unit means the auto extrication (rescue) unit, mini-pumper vehicle and equipment
- 4 ownership of the vehicle shall be deemed to be shared in the names of the three municipalities

5 the unit will prominently display the lettering "North Renfrew Emergency Response Unit"

6 a on a *pro rata basis*, each Party hereby agrees to contribute the following amount in each year from 2010-2013 inclusive:

<u>Municipality</u> <u>Year</u>	<u>Amount</u>	<u>Per Cent</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>	<u>Year</u>
Deep River	\$2,500	43%	2010	2011	2012	2013
Laurentian Hills	\$2,500	43%	2010	2011	2012	2013
Head Clara & Maria	\$ 800	14%	2010	2011	2012	2013

b the municipalities shall only be called upon to bear costs to the extent to which the said costs exceed the balance in the operating cost account

7 only the three municipal Councils may amend the costing formula

8 the Town of Deep River shall house the vehicle in its Fire Department facilities

9 further all municipalities agree that on each occasion, when the vehicle is used for training, the vehicle will be returned to its garage bay full of fuel and full of chemicals, or if not full of chemicals, the chemicals used shall be paid for by the Town using the vehicle for training

10 the Town of Deep River Fire Department does agree to receive all bills and mail in connection with the vehicle for the purpose of forwarding to the Management Board or for the purpose of paying the bill from the capital cost account or the operating cost account

11 the operation of the rescue vehicle shall be governed by a Management Board which shall consist of one (1) representatives from each of the three municipalities, appointed by their respective Municipal Councils, and the Fire Chiefs of the two Towns. Each Board Member shall have one vote each

12 the Management Board, through the Fire Chiefs, shall have absolute control of the day-to-day routine use and operation of all apparatus and equipment pertaining to the Rescue Vehicle owned by the three municipalities

13 the day to day operation shall be devolved to the Fire Chiefs of the two Towns

14 non-emergency use of the rescue unit may be permitted with consent of the of the Fire Chiefs with the approval of the Management Board

15 the Management Board shall meet at least once in a calendar year or at any other time as may be requested by any Board Member; and a simple majority of members shall constitute a quorum.

16 the Management Board shall provide an annual report, which shall be distributed early in each year to the three municipalities of this agreement

- 17 the Municipalities do agree that all revenue generated by the rescue unit or public donations for the unit shall be invested into two interest bearing accounts, which interest bearing accounts shall be termed:
- a Capital Cost Account; and
 - b Operating Cost Account; and
- (i) revenues generated by the unit or public donations shall be received, immediately divided and paid fifty per cent into the Capital Cost Account and fifty per cent into the Operating Cost Account and
- (ii) the Capital Cost Account shall be used to offset capital costs as defined herein. The Operating Cost Account shall be used to offset operating costs as is defined herein and
- (iii) both accounts shall, if possible, be kept at a sufficient level so the capital costs and operating costs of the vehicle may be paid as those costs come due
- 18 the rescue unit shall respond to any non-fire rescue calls within the corporate limits of the three municipalities. The two Towns shall also be free to call upon the rescue unit to respond to any emergency calls including fire calls in their own protection areas that requires or may require rescue equipment
- 19 when the unit is required, the Town of Deep River will deliver the unit with a minimum of two persons
- 20 when the Town of Deep River delivers the unit outside of the geographic boundaries of Deep River, the municipality or Party to whom the unit is delivered shall be and is required to provide at least one fully qualified person to assist or provide a fully qualified person from another municipal jurisdiction with that municipality being reimbursed from the operating funds
- 21 notwithstanding section 20 of this agreement, the United Townships of Head, Clara & Maria shall not be required to provide a qualified person to assist at the scene when the rescue vehicle is called to that municipality. A person shall be provided by the Town of Deep River
- 22 each municipality shall be required to maintain their own insurance coverage and continue to do so for as long as the municipality is a party to this agreement. Insurance coverage shall be two million dollars (\$2,000,000) minimum. This insurance coverage shall pay on behalf of the party all sums which the party shall become obligated to pay by reason of the liability imposed upon the party by law for damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery and death at any time resulting therefrom, and sustained during the policy period by any person
- 23 any of the municipalities shall be entitled to withdraw from this agreement and the operation of the said "North Renfrew Emergency Response Unit" upon giving to the other municipalities sixty (60) days notice in writing of their intention to do so. Upon withdrawal from this agreement, that municipality forfeits all of its interest in the unit and in any monies that may be set aside for unit

- 24 the Municipalities agree to negotiation in good faith any of any of the terms of this agreement, including the costing formula and the proportioning of capital and operating costs. Such negotiation shall be only after all present or reasonably anticipated capital and operating costs have been retired and upon the reasonable request of any Party to this agreement
- 25 this agreement shall run for a period of ten (10) years when it shall be re-confirmed or re-negotiated
- 26 this agreement shall enure to the benefit of and be binding upon the municipalities hereto and their heirs, successors and assigns under law
- 27 the Ontario Municipal Board shall act as a sole arbitrator to determine any dispute, which may arise out of this agreement

SIGNED, SEALED AND DELIVERED

) The Joint Municipalities of:

)

)

) **THE TOWN OF DEEP RIVER**

)

) *Ann Aikens*

) Mayor

)

) *Gene Kucich*

) Clerk

)

) **THE TOWN OF LAURENTIAN HILLS**

)

) ~~*[Signature]*~~

) Mayor

)

) *[Signature]*

) Clerk

)

) **UNITED TOWNSHIPS OF**

) **HEAD, CLARA & MARIA**

)

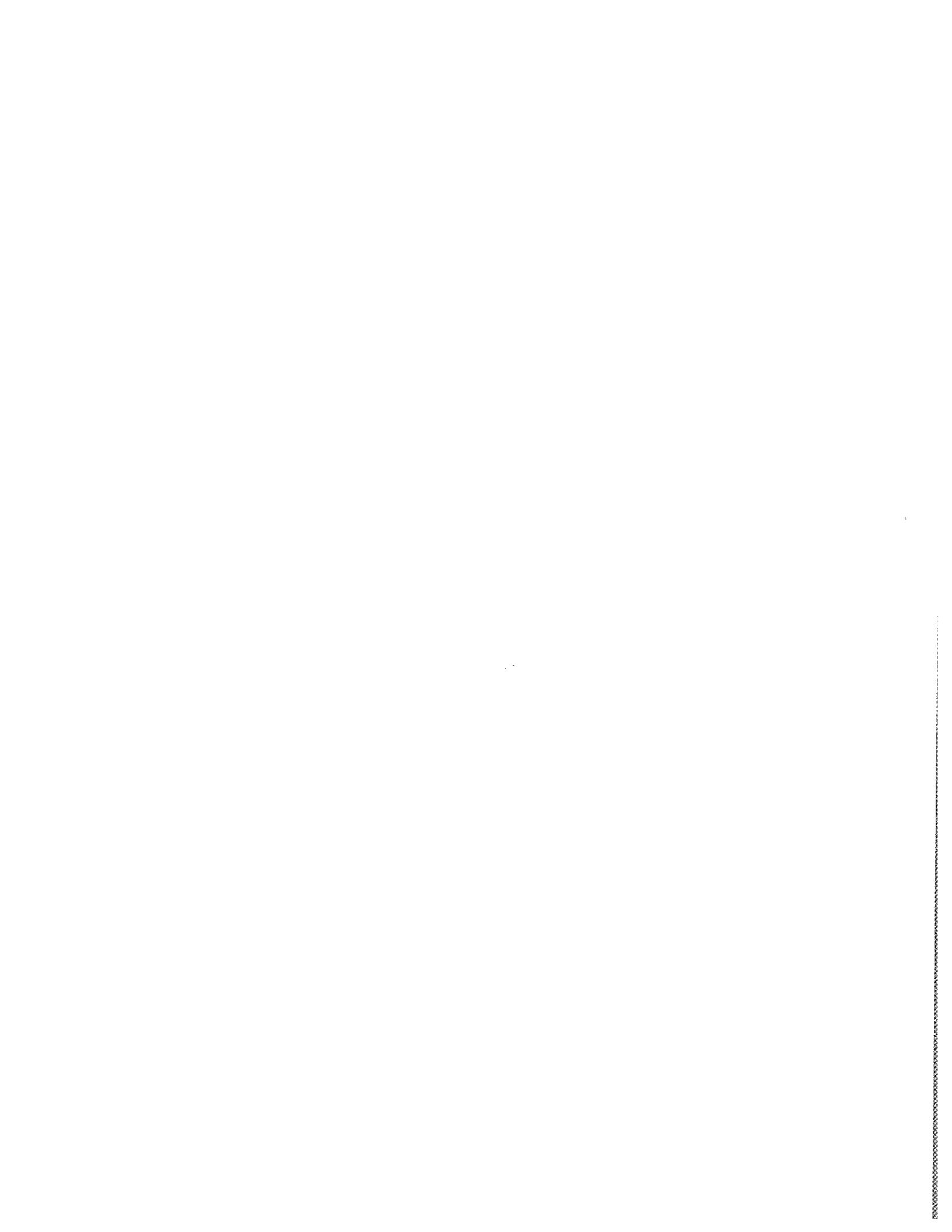
) *Tammy Lea Stewart*

) Reeve

)

) *[Signature]*

) Clerk



THIS AGREEMENT made this _____ day of _____, 2014.

BETWEEN:

THE CORPORATION OF THE TOWN OF DEEP RIVER

- and -

THE CORPORATION OF THE TOWN OF LAURENTIAN HILLS

- and -

THE CORPORATION OF THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA

WHEREAS subsection 20(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may enter into an agreement with one or more municipalities or local bodies to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS the two Towns and the Township did prior to amalgamation in 2000 enter into and provide for the acquisition, funding and operation of an 'auto extrication (rescue) Unit';

AND WHEREAS the three municipalities desire to continue to provide an auto extrication service as they have done in the past;

AND WHEREAS the initial price of the Unit was shared between the three municipalities or their predecessor municipalities prior to the year 2000 amalgamation on a pro rata basis based on population at the time of the acquisition of the Unit;

NOW THEREFOR THIS AGREEMENT WITNESSETH that the two Towns and the Township for themselves and their respective successors, heir and assigns, mutually covenant and agree as follows that:

In this agreement:

- 1 Capital cost means the cost of each acquisition for, or addition to, or replacement of the rescue mini-pumper vehicle or part thereof and for any item of equipment carried thereon in excess of two thousand five hundred dollars (\$2,500), or any single item of repair or maintenance costing in excess of two thousand five hundred dollars (\$2,500).
- 2 Operating cost means all costs not defined as capital cost pursuant to the above mentioned definition of capital cost such as staffing costs, fuel, insurance and minor repairs and replacement.
- 3 Unit means the mini-pumper vehicle and all equipment carried thereon.

- 4 Ownership of the mini-pumper vehicle and all equipment carried thereon shall be deemed to be shared in the names of the three municipalities.
- 5 The mini-pumper vehicle will prominently display the lettering "North Renfrew Emergency Response Unit".
- 6 The municipalities shall share costs which exceed the balance in the operating cost account under the following formula:

Deep River	43%
Laurentian Hills	43%
Head, Clara & Maria	14%

- 7 Only the three municipal Councils may amend the costing formula in Section 6.
- 8 The Town of Deep River shall house the Unit in its Fire Department facilities.
- 9 All municipalities agree that when the vehicle is used for training, the vehicle will be returned to Deep River full of fuel. If the Unit is not returned full of fuel, Deep River shall replenish the fuel and be reimbursed for the cost of the fuel from the Operating Account.
- 10 The Town of Deep River agrees to receive all correspondence in connection with the Unit for the purpose of forwarding to the Management Board. The Deep River Treasurer shall process payment of invoices for Capital and Operating costs as approved by the Fire Chiefs.
- 11 The operation of the Unit shall be governed by a Management Board which shall consist of one (1) elected official representative from each of the three municipalities, appointed by their respective Municipal Councils. The Fire Chiefs or designate(s) of Deep River and Laurentian Hills shall attend Management Board meetings and provide operational advice and information to the Board members. Each elected official on the Management Board shall have one vote.
- 12 The Fire Chiefs, on behalf of the Management Board, shall manage the day to-day use and operation of the Unit.
- 13 The Management Board shall meet in February of each year and at any other time as may be requested by any Board Member. A simple majority (2 of the 3 elected officials) of the Management Board shall constitute a quorum.
- 14 The Management Board shall receive an annual report, including the financial details outlined in clause #10, from the Fire Chiefs at the February Management Board meeting. The annual report shall be distributed to the three municipalities of this agreement by the respective elected officials who are members of the Management Board.

- 15 The municipalities agree that all revenue generated by the Unit or any donations and/or grants for the Unit shall be invested into two interest bearing accounts, being:
- a Capital Cost account; and an Operating Cost account; and
 - a) Revenues generated by the Unit or donations and/or grants shall be received, and deposited equally into the Capital Cost Account and the Operating Cost Account; and
 - b) Funds in the Capital Cost account shall be used to offset capital costs as defined herein. Funds in Operating Cost account shall be used to offset operating costs as defined herein; and
 - c) both accounts shall, if possible, be kept at a sufficient level so the capital costs and operating costs of the vehicle may be paid as those costs come due.
- 16 The Unit shall only respond to non-fire rescue calls within the corporate limits of Head, Clara & Maria. Deep River and/or Laurentian Hills may request/utilise the Unit to respond to any emergency calls as requested by the Fire Chiefs or designate(s) in their own protection areas.
- 17 When the Unit is required in Laurentian Hills, Deep River will deliver the unit with only a driver/operator (one firefighter) when staffing permits this to be accomplished. It is acknowledged by Deep River and Laurentian Hills that Laurentian Hills will respond with a normal and customary complement of fire apparatus and personnel to emergency calls in Laurentian Hills to which the Unit is being delivered by Deep River. If there is no driver/operator available from Deep River, Laurentian Hills personnel are authorised to respond with the Unit from Deep River.
- 18 When the Unit is required to respond to an MVC in Head, Clara & Maria, Deep River will deliver the Unit with a driver/operator (one firefighter) and a tanker/blocker vehicle with a driver/operator (one firefighter) when staffing permits this to be accomplished. The costs for backfilling the normal complement of personnel at Deep River to allow the Unit to respond to any MVC in Head, Clara & Maria shall be paid out of the funds in the Operating Account.
- 19 Each municipality shall be required to maintain their own insurance coverage and continue to do so for as long as the municipality is a party to this agreement. Insurance coverage shall be two million dollars (\$2,000,000) minimum. This insurance coverage shall pay on behalf of the party all sums which the party shall become obligated to pay by reason of the liability imposed upon the party by law for damages because of bodily injury, sickness, disease, shock, mental anguish, mental injury, assault and battery and death at any time resulting therefrom, and sustained during the policy period by any person.

20 Any of the municipalities shall be entitled to withdraw from this agreement and the operation of the "North Renfrew Emergency Response Unit" upon giving written notice to the other municipalities sixty (60) days in advance of their intention to do so. Upon withdrawal from this agreement by a municipality, that municipality forfeits all of its interest in the Unit and in any monies that may be set aside for the Unit in the Capital and Operating accounts.

If this agreement is terminated in its entirety and the Unit is disbanded, the remaining financial assets of the Unit and the Operating and Capital Accounts shall be divided on the following pro-rated basis:

- 43% Deep River
- 43% Laurentian Hills
- 14% Head, Clara & Maria

- 21 The Municipalities agree to negotiate in good faith on any of the terms of this agreement, including the cost sharing formula and the proportioning of capital and operating costs.
- 22 This agreement shall be and remain in effect for a period of three (3) years when it shall be re-confirmed or re-negotiated by all parties.
- 23 This agreement shall enure to the benefit of and be binding upon the municipalities hereto and their heirs, successors and assigns under law.
- 24 The Ontario Municipal Board shall act as a sole arbitrator to determine any dispute, which may arise out of this agreement.

SIGNED, SEALED AND DELIVERED

)The Joint Municipalities of:

)**THE TOWN OF DEEP RIVER**

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)Mayor

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)Clerk

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)**THE TOWN OF LAURENTIAN HILLS**

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)Mayor
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)Clerk
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)**UNITED TOWNSHIPS OF**
)**HEAD, CLARA & MARIA**
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)Reeve
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)Clerk

