

PUBLIC MEETING AGENDA and REPORT

Saturday, August 29, 2015 – 10:00 h. (10:00 a.m.)
10:00 h

Introduction and Explanation of Protocol – Mayor Gibson

1. This is not a Council meeting where motions are introduced and as such no decisions of Council will be made during this portion of the meeting. It is being held for information and discussion purposes and to hear public opinion. (A special meeting of Council will occur immediately after where council will consider a motion and make a decision.)
2. This meeting is an opportunity for members of the public to express their opinions and ask questions of members of Council; for members of Council and staff to provide explanations and information.
3. To facilitate this session, all comments will be made through the chair. You must be recognized prior to speaking, stand, state your name and your comment or question. (May be modified somewhat depending on number of attendees.)
4. All comments will be recorded and will become part of the public record.
5. Although expressions of opinion are welcome; comments based on specific decisions of Council should be restricted to statements of fact or on-point questions.
6. As per our Procedure By-law no one person will be allowed to speak for more than 5 minutes at a time (unless staff or Council are providing background/history or explanation).
7. Although we wish to have an informal meeting, parliamentary rules of decorum are to be obeyed.
 - a. All comments shall be germane to the issue at hand and to issues of Council responsibility, be courteous and respectful and no one may question the motives of another.
 - b. Delegates are to be respectful of everyone in attendance including Council, the Public and Staff and are not to use offensive words or gestures, un-

parliamentary language, disobey the rules of civil procedure or any decision or direction of Council.

Attendees – Richard McCallum, Connie McCallum, Marlene Gibson, Gayle Watters, John Reith, Sylvia Baird, Dawn Jeffries, Mark Breckon, Albert Chartier, Frank Burke, Pat McGurran, Bob Grills, Vance Gutzman, Councillor Dave Foote, Councillor Debbi Grills, Mayor Jim Gibson
Staff – Melinda Reith

NRERU – North Renfrew Emergency Response Unit

This session today is to canvas attendees to get a sense of their feelings on the pending joint dissolution of the NRERU or Auto Extrication unit. Ultimately, any decision is that of council however; they are here to represent you, the public.

History

Head, Clara & Maria entered into a joint agreement for auto extrication services with Laurentian Hills and Deep River back some 20 years or more. It was most recently renewed in 2010 when substantial operational challenges, reporting and record keeping anomalies were recognized.

Traditionally, the joint agreement was to provide auto-extrication services during motor vehicle accidents along highway 17 from our eastern border to the Hill in Bissett Creek. (HCM has a separate agreement with the Town of Mattawa to provide services from our westernmost border to the Bissett Creek Hill.)

There was never any indication that the service would be provided on municipal roads and there has never been a call to do so.

The vehicle (and staff) has responded to calls along Highway 17, the Brent Road and the Bissett Creek Road but it should be recognized that **none of these are municipal roads.**

As HCM does not have a fire department, we are under no legal obligation to provide auto-extrication services, neither on our municipal roads nor on the provincial Highway throughout our community.

Upon receiving an invoice for \$800 for 2014 HCM staff and Council questioned the fee as we had not budgeted for the costs as we did not have a formal agreement with anyone for these services/fees. Our questioning resulted in the NRERU committee meeting to review and renew the expired agreement.

Upon review of the draft agreement, similar questions which had arisen in 2010 came to the surface (as reflected in the resolution of HCM below). HCM Council met in April and passed the following resolution requesting information from the NRERU committee prior to making a decision whether or not to renew our part in the agreement. These questions remain unanswered.

Current Situation

Many of the challenges questioned in 2010 are still outstanding; some have been resolved. Of significance includes in-house challenges with Deep River being able to staff their own operations while equipment and men are away on calls outside of their jurisdiction.

Deep River has recently admitted to the NRERU board that these are significant challenges which they are uncertain can be resolved with the status quo.

They have suggested giving the vehicle to Laurentian Hills. Although this is not a “formal” decision, it has been stated that if this were to occur Laurentian Hills would not be willing and/or able to continue to provide services to HCM. They would use the vehicle for their own purposes.

Excerpts from recent NRERU Committee meetings.

April 2, 2015

- “Chief Waito mentioned that it is legislated that we have a blocker vehicle.
- Mayor Gibson mentioned that he would like an accounting system included in the agreement for Head, Clara & Maria.
- Money received from MTO for accidents on Highway 17 is used to offset costs of NRERU.
- Council can set the level of standards for the NRERU.
- There is no legal requirement for a town to have a Fire Department.
- Mayor Gibson questioned if they could opt out from NRERU and Chief Tennant replied that they could as long as they gave 60 days notice and it would be up to Council to do so. It is Council who sets the level of service for the Fire Department.
- Reeve Doncaster asked if the agreement was working for the three municipalities.
 - Chief Waito said it was working for the Town of Laurentian Hills
 - Mayor Gibson didn’t give a definite yes or no for Head, Clara and Maria.
 - Head, Clara & Maria is not concerned with not being part of the agreement as the risk of needing extrication on Township roads is very low and Highway 17 is not the municipality’s problem.
 - Reeve Doncaster said the Town of Deep River had a few issues with it. He continued to say that their community was at risk because they have a limited fire crew. When a call goes out for them outside their municipality, it leaves Deep River short staffed. As well, they lose a vehicle to the MTO Emergency which means Deep River residents suffer.
- Reeve Doncaster stated that Deep River loses by being part of the NRERU. He doesn’t recommend continuing with the agreement. He continued saying that OFM cannot believe that Deep River sends 2 of their 9 fire fighters out to any MTO emergency.”

And further in that meeting...

- “Reeve Doncaster again stated that the NRERU is greatly taxing on Deep River. They do not want to be in this business anymore.
- The question was asked if there were any alternatives. Chief Waito said that the Town of

Laurentian Hills has the ability to look after their own area if they had to.

- Reeve Doncaster stated that Deep River will give their vehicle to Laurentian Hills. Head, Clara & Maria will have to agree to this.”

HCM Council Request for Information – April 20th Meeting

Upon receipt and review of the minutes of the April 2 meeting of the NRERU, HCM Council held a special meeting. The following resolution is from that special meeting of Council and forwarded to the NRERU committee for comment.

“WHEREAS Council has received an update from Mayor Gibson concerning challenges with the North Renfrew Emergency Response Unit which Council feels warrants additional attention prior to the next regular meeting in May;

AND WHEREAS Council has met and discussed the information available as of April 20, 2015;

THEREFORE BE IT RESOLVED THAT Council directs Mayor Gibson as Council’s member of the board and staff to ask questions and receive answers to the following prior to agreeing to continue with the North Renfrew Emergency Response Unit (NRERU) agreement:

1. What type of vehicle is required in the legislation as a blocker vehicle and does the current apparatus in Deep River and Laurentian Hills meet those requirements?
2. Until the current agreement is renewed, is it the intent of Deep River and Laurentian Hills to continue to provide a service on our municipal roads and highways within Head, Clara & Maria up to and including the municipal boundary adjacent to Papineau/Cameron.
3. Prior to endorsing the new agreement can we be assured that an annual detailed breakdown for both capital and operating costs be provided by March 31 of each year until the end of this agreement?
4. Will we be provided with an annual financial statement that covers the number of calls, location, cost per, revenue generated, expenditures etc. and a projected budget for the next year?
5. Will we be provided with a capital budget until the end of this agreement?
6. Are the parties agreeable to creating a reserve fund for the unit’s eventual replacement?
7. Will a reserve fund be created for the replacement of the on board equipment?
8. Will the backfill show as money out/money in in the financial statements and reflect the true costs of operating the unit?
9. Do the parties agree to a joint dissolution of the agreement?

10. If the agreement is jointly dissolved, do all parties agree to the existing pro-rated share of 43:43:14? That share will comprise the residual value of equipment on board, the unit itself and all monies both capital and operating remaining in the account.
11. In a rewritten agreement, does the board agree to develop and follow written policies and procedures?
12. In a rewritten agreement, does the board agree to appoint an administrator to administer the board's decisions?
13. Does the board agree that this administrative position not be filled by either of the fire chiefs?
14. Do the parties agree that the respective fire chiefs be part of the management board but as ex-officio members?
15. In a rewritten agreement do the parties agree to amend the 43:43:14 ratio as this does not truly reflect the per capita breakdown?
16. How should the board account for Deep River's costs of housing the unit?
17. Should the agreement be jointly dissolved, will the Town of Deep River continue to provide emergency rescue services and will they be provided to HCM under a new agreement?
18. Should the agreement be jointly dissolved, will the Town of Laurentian Hills continue to provide emergency rescue services and will they be provided to HCM under a new agreement?
19. Will the parties consent to a tri-party Council meeting to make a decision on the future of the NRERU Board and emergency unit?
Carried Unanimously"

Resolution of the NRERU Committee – June 8, 2015

The NRERU Committee met again on Monday, June 8, 2015. The following are "draft" minutes as the committee has not met again to officially adopt them. Although they may contain some insignificant errors they are materially accurate and reflect the intent of the members in attendance.

"2015 Equipment List

- The Board reviewed the Equipment Purchase List for 2015 compiled by Chiefs Tennant and Waito.
- The estimated cost and the required equipment for 2015 is \$34,400.00. The list of equipment with the exception of the MVC Stabilisation system is required in order to provide Auto Extrication service to Head Clara and Maria.
- After much discussion about the equipment and the auto extrication unit and the costs the majority consensus was that the agreement for the Auto Extrication should be dissolved.
- The Board recessed at 10:30 a.m. for 15 minutes so that a resolution could be drafted."

- The following is the resolution circulated to all member municipalities for consideration.

“Moved by Reeve Doncaster Seconded by Councillor Boucher

Be it resolved that the North Renfrew Emergency Management Board recommends to each respective Municipal Council that the Joint agreement between the three municipalities of the Town of Deep River, the Town of Laurentian Hills and the United Townships of Head, Clara & Maria be dissolved.

And That the Auto Extrication Unit ownership be transferred to the Town of Laurentian Hills.

And That the balance of the operating and capital reserve funds be divided and returned at 80% to the Town of Deep River and 20% to the United Townships of Head, Clara & Maria.

And that if the three municipalities do not mutually agree to disbanding this agreement that the funds required to replace the equipment contained in the NRERU Equipment Purchase List for 2015 except for the MVC Stabilization System estimated to be \$29,900.00 be requested from the United Townships for Head, Clara & Maria.

And that further that Councils respond back to the board by July 15, 2015.

The resolution was unanimously carried.”

Update

All three municipalities received the minutes with the committee recommendation.

At the Mayor/CAO meeting of June 16, 2015 a unanimous decision to set an effective date for agreement dissolution of September 1, 2015 was made.

At this time, both the Town of Deep River and the Town of Laurentian Hills have voted to dissolve the agreement. This meeting is a prelude to HCM's decision.

General Discussion

- A. Councillor Foote - Future – will LH help out on an as needed basis? – no
 - a. Can OPP demand that they come into service? – no
- B. Mayor Gibson - Cannot order a piece of equipment into service.
 - a. Asked Chief Waito – if you acquire rescue unit would you be interested in doing service for us on an on call basis – answer is no we don't want to leave home.
- C. Councillor Grills – have an opportunity to discuss let's hear from public.
- D. Gayle Watters, Stonecliffe – OPP does not have any resources of their own that they can call on? No
- E. Melinda Reith – Kingston area – 401, withdrawal of services for provincial highways by individual municipalities.
- F. Mayor Gibson – story about van rolling over – get them out – LH shows up with fire truck. Legislation changed, if you respond and don't do anything MTO insurance will not pay – have to do something. Electrical arcing – removed battery.

- G. Mark Breckon, Laurentian Hills – want out of the agreement – DR wants out of business, LH wants to stay in. If asset was not available would they continue to want to be in the business?
- H. Mayor Gibson – can't answer – 7-8 years, need to replace. LH will have to make a decision.
- I. Councillor Foote – no longer JEPP grant available for replacement.
- J. Sylvia Baird, Stonecliffe – is it the feeling that we will remove ourselves from the agreement and the service? – what we're here to decide. Have we approached Mattawa?
- K. Mayor Gibson – service to Bissett Creek – no further – if called upon –
- L. Clerk – Mattawa – no, cannot service themselves if crews and equipment are out of the area - liability
- M. Sylvia Baird – in our area but not for our residents – have done rescue service in our area – we need to continue – would cost a large amount of money – increased taxes - communities are withdrawing from this service – in long run force the province to take back what they've downloaded – fewer communities doing it.
- N. Mayor Gibson – recognize – no fire service has a legal obligation to provide this service, no municipality is obligated to have a fire service
 - a. Provincial highway – expectation that someone will help; bring to attention of province
 - b. We don't get gas tax money – transportation services (bus, light rail, subway) don't benefit from that – could ask that this money be used for your highway your responsibility.
- O. Sylva Baird – if came to their attention, you'd think they'd do something about it – need to be heard
- P. Dave Foote – motions from other communities – maybe if this comes down to it, circulate it
- Q. Clerk – already in resolution for meeting following
- R. Connie McCallum, Mackey – numbers speak louder than one – tourism, word gets out – impact on local area
- S. Marlene Gibson, Stonecliffe – Mattawa agreement – who will come and how far – Mattawa to Bissett Creek – our border – LH – after the agreement to Colton Lake
- T. Councillor Foote – Waito, fire in Mackey – Waito got in trouble for leaving LH
- U. Bob Grills – not a unique situation at all – northern Ontario – nothing but rocks and trees for kilometres – if in an accident there – no hope of auto ex – won't affect tourism at all, fact of life in many locations
- V. Mayor Gibson – new people move in – insurance – how far to nearest hydrant – difficult to explain to insurers who feel we must have something
- W. Clerk – within the county they are doing the same thing – larger municipalities are pulling their agreements - liability, costs, training, cannot afford it, small municipalities are being left without coverage for auto-ex along downloaded secondary highways which run through their municipalities
- X. Mayor Gibson – danger with new cars for emergency response – air bags, electricity, propane – will get sued, no training. Can we afford to stay in this agreement?
- Y. Councillor Foote – we can't force them to stay in, they can opt out with 60 days notice. DR wants out, LH has made the decision. Forced to dissolve,
- Z. Mayor Gibson – can buy the unit and train people
- AA. Frank Burke, LH – MTO right of way, they take care of plowing, sanding, construction, s/b their concern. Looked into northern community. Reality. Temagami – car hits pole, electrical hazard, called electrical operators, shut down line – made safe until cleared. Communicate with unit. One way to alleviate electrical issues.
- BB. Gayle Watters – what about fire to manage, what about agreement with MTO. TransCanada Pipeline. Shared agreement with other organizations.
- CC. Mayor Gibson – don't know of others with that capability
- DD. Councillor Foote – incident in bush with skidder? Renfrew County Paramedics

- EE. Mayor Gibson – offroad first aid, skidder accident – trapped, 2 fire services responded with extrication – paramedics went in with 4x4
- FF. Clerk – Building Ontario Up – Moving Forward – AMO – What’s Next Ontario? – have money – should be lobbied to use it to recognize this gap and fund it
- GG. Mayor Gibson – “unlocking provincial assets” seminar in Ottawa - stop fire sale of LCBO, Hydro One – didn’t turn out to be that – however; the province did not account for where the money is coming from – first thing for us – affordable high speed internet – second class citizens – part time business – internet – second would be provincial emergency services
- HH. Mark Breken – there’s nothing left anyway – is there bargaining leverage – dissolution and distribution of assets
- II. Mayor Gibson – transfer of assets as per board – already decided – lobby LH to provide service
- JJ. Connie McCallum – horrifying to think bus load of kids roll over, nobody will come
- KK. Councillor Foote – exploring options to retain agreement – make sure every door is closed before we have to move on, would like to retain this service
- LL. Sylvia Baird – tell the province in speedy order what to do with their money – tell them quickly that this is a priority
- MM. Albert Chartier, Mackey – fire Chief seems to be making the decision – will get truck and only provide to their own community – shouldn’t Council be asked
- NN. Mayor Gibson – decision made at management board, Chief has the support of his own council
- OO. Clerk – attempting to work out details of an agreement with local departments is beside the point. It is a provincial responsibility along highway 17. Need to lobby the province, let them provide the service
- PP. Mayor Gibson – Dan Koroscil OFMEM – you are in this business or out of it – as per conversation during our decision to eliminate the volunteer fire service – need for equipment, training - MNR training required – decision to get out of the business – advice of OFMEM – out of this business
- QQ. Councillor Grills – appreciate hearing from ratepayers in HCM – I need to know how you feel, I know how I feel – caught between social responsibility and fiscal responsibility to ratepayers to HCM , cannot afford to be in this business, do feel social responsibility weighing heavily on me – need to get this agreement settled before we move forward. We will get our \$4,000 back, DR will get theirs, LH will get theirs. In September will work into the future. Are we in or are we out.
- RR. Connie McCallum – to help the situation in laying it out to the province, responsibility is theirs. Point out to government that it is their responsibility.
- SS. Mayor Gibson – feeling – people are saying to us, recognize that agreement has to come to an end, council has to do everything in its power to retain service with LH and go after the province. Fair assessment of what we’ve heard here today.
- TT. Councillor Grills – Any current election meetings – bring this issue forward as well as high speed internet. Federal or provincial.
- UU. Mayor Gibson – call for assistance – northern Ontario – which section, bus rolled over, hit moose – fortunately did not need extraction unit
- VV. Councillor Foote – one size fits all legislation – fire department – couldn’t meet requirements
- WW. Mayor Gibson – adjourn at 11:08 to reconvene at 11:15

Thank you and adjournment – Mayor Gibson.

Note* Alternate formats and communication supports are available on request.

HCM Mission: **At your service; working effectively to bring together people, partnerships and potential for a strong, connected community.**

HCM Vision: **Providing a healthy, connected, and sustainable community teeming with possibilities for our citizens now and into the future.**