

Type of Decision									
Meeting Date	Friday, February 5, 2010				Report Date	Tuesday, February 2, 2010			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	x	Information Only			Type of Meeting	X	Open		Closed
REPORT TITLE									
North Renfrew Emergency Response Unit Agreement Report 05/02/10/205									

Subject: By-law of the Town of Deep River with Appendix including the Agreement to be signed by all three municipalities.

RECOMMENDATION: That Council adopt the following resolutions amending and updating the original Agreement signed in 1985 and committing to funding specific for 2010 but only after a few issues are addressed.

Resolution #1

WHEREAS the original Joint Emergency Response Unit Agreement is nearly 25 years old and requires updating;

AND WHEREAS the Municipality of the United Townships of Head, Clara & Maria does have an obligation to continue to provide emergency response service within the municipality;

AND WHEREAS this agreement based on prorated costs amongst municipalities is the most cost effective method;

THEREFORE BE IT RESOLVED THAT in order to continue to provide a response to our residents and those who may require assistance while travelling within our municipality the Council of the United Townships of Head, Clara & Maria does hereby agree to enter into an agreement with the Town of Deep River and the Town of Laurentian Hills for the purpose of maintaining emergency services;

BE IT FURTHER RESOLVED that the issues identified within the draft by-law and the current operation of the Management Board be discussed with the Towns of Deep River and Laurentian Hills and resolved prior to signing the Agreement.

- A second issue is the request for funding in the amount of \$800 for parts for Extrication Equipment specifically for each of the next 4 years. The new cutters are required due to changes to materials being used in automotive construction making the older equipment ineffective. We currently have \$500 in our auto-ex reserve. Although our reserves for the extrication unit were depleted with the purchase of the new vehicle, we have been contributing small amounts annually for other capital costs such as this. It is recommended that this continues next year. As our contribution towards capital cost is in our Agreement it is recommended that the funding be allocated. The decision for subsequent years should be left to a later date, once financial reports have been received from Deep River and considered.

Resolution #2

WHEREAS our Joint Emergency Response Unit Agreement requires that the Council of the United Townships of Head, Clara & Maria contribute on a pro-rata basis to all capital costs;

AND WHEREAS new cutters and other equipment are required for the auto-extrication unit over the next four years to make it more effective;

THEREFORE BE IT RESOLVED THAT the Council of the United Townships of Head, Clara & Maria does hereby commit to removing \$500 from Auto- Ex Reserves to be used towards this expense with the remaining \$300 to come from general revenues for 2010.

AND FURTHER THAT this decision be forwarded to the other parties to the contract as soon as possible.

BACKGROUND/EXECUTIVE SUMMARY:

Resolution #1 Although it is recommended that Council enter into an agreement for the emergency response unit there are some issues that require clarification. For all intents and purposes the 1985 document is a carbon copy of the 2009 document save and except for:

- Whereas Statement. The statute section has been changed due to changes in the Municipal Act;
- Whereas Statement. There is also a grammar error. The phrase “the authority for” should be added as follows: “provides **the authority for** the abovementioned.” The sentence is incomplete as is.
- Clause 1 a) The change of capital cost from \$250 to \$2,500;
- Clause 4. Typo in first sentence in parenthesis - cost;
- ? Clause 5. All mail is to be forwarded to the Management Board. If it only meets once per year how is this being handled? Is there written delegation of authority to the DR Fire Chief? Is LH involved or is it only DR?
- ?Clause 7. Refers to revenues generated by the unit or public donation. Do we receive a report on this on a regular basis?
- Clause 8. The requirement for staff. Originally it was stated that the municipality requesting the vehicle shall decide whether one or two persons should accompany the vehicle. That option is now removed and it states that the Town will deliver the unit with a minimum of two persons. DR pays these individuals for this service. I’m not sure whether or not that compensation comes from the “operating account”?
- Clause 11. The number of representatives to the Management Board from Rolph, Buchanan, Wylie, McKay and Chalk River now changes from 2 to 1 since they have amalgamated since the original agreement. There was no contingency for this in the old agreement – it has simply been reduced from 2 to 1 with the same population and financial contribution. Is this fair?
- ?Clause 11. The calculation of the number of representatives – the Town gets two then “one representative appointed by each of the Parties hereto”. The Town is also a “party hereto”. I think I understand what they were attempting to say however; technically, the way this is worded the Town ends up with 3 votes. The old agreement had the word “other” before the word “Parties”. I assume its removal was a typo.
- Clause 11. b Change from two to one annual meeting. Without delegation I would think this would need to be increased instead of decreased.

It would seem that this agreement was initially created to share the costs of the equipment on a pro rated basis and to share the decisions on the operation of the equipment ensuring equal representation on the board based on population. In reality, it appears that our financial contributions are welcome but all operation decisions are being made by Deep River, presumably by the Chief.

Concerns with this agreement include the lack of input from members outside of Deep River. According to the Agreement, the Management Board is to control the day to day routine operation of the unit but only meets once per year? During this one meeting HCM will have one vote, LH one vote and DR will have two. How can “decisions regarding day to day routine operation of said unit...be determined by the Management Board” under this arrangement?

If Deep River is to maintain control over the unit and its operation then the agreement should state that. Otherwise, the responsibility (and liability) for day to day operations is being shared by all three municipalities however the actual operational decisions are being decided on solely by Deep River.

There is another concern with the lack of documentation to date. Both agreements refer to annual reports, capital and operating account balances and revenues. There seems to be little evidence of these documents being forwarded to us on a regular basis. We really have no idea how these accounts have been managed, what levels of revenues are being received what the actual costs are etc. I would assume LH is in the same position.

Options/Discussion:

Request for signature.

- Sign the agreement as is.
- Request correction of typos.
- Request clarification/rationale for changes.
- Request copies of annual reports and accounting for the capital and operating cost accounts.

Request for contributions.

- Commit to the entire \$800 for 2010. Request an accounting of that number. What stats were used?
- Commit to \$800 per year for the next 3 years.
- Commit another amount.
- Consider not entering into the agreement.

Financial Considerations/Budget Impact: Budget impact for 2010 would be \$300 as we have the other \$500 in reserves for this purpose.

Policy Impact: None

Approved and Recommended by the Clerk

Melinda Reith,

Municipal Clerk

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