



AGENDA

Protective Services Committee Meeting

Thursday, July 8 2021 at 4:00 p.m.

Lunenburg and District Fire Hall, 25 Medway Street

(Agenda is subject to change due to additions and/or amendments)

1. Call to Order – Chair/Deputy Mayor.
2. Acknowledgement of Mi'kma'ki the ancestral and unceded territory of the Mi'kmaq People – Chair.
3. Agenda – motion to approve

Motion: moved and seconded to approve the agenda.

4. Protective Services Committee April 8, 2021 meeting minutes - motion to approve

Motion: moved and seconded to approve the April 8, 2021 meeting minutes.

5. Business Arising from the Minutes/Unfinished Business
 - a. Replacement Schedule for Fire Trucks – Chair's update.
6. New Business
 - a. Fire Chief's Monthly Information Reports for April, May and June 2021.
7. Next Meeting Dates - Thursday, October 14 at 4:00 p.m. at the Fire Hall.
8. Adjournment – Chair.

Agenda items awaiting staff reports, etc. for further consideration

Agenda Item	Assigned to	Meeting Assigned	Status	Anticipated Return Date
Budget 2020/21 Protective Services Budget Variance at 50% year to date mark.	Corporate Services - Finance	N/A	Will be prepared for next meet or thereafter	Will be prepared for October 14 meeting or thereafter

PROTECTIVE SERVICES COMMITTEE MEETING MINUTES

THURSDAY, APRIL 8, 2021 AT 4:00 P.M.

LUNENBURG FIRE HALL AND TOWN COUNCIL CHAMBER

PRESENT: Deputy Mayor Peter Mosher, Chair
Councillor Melissa Duggan
Councillor Susan Sanford
David Afford, Fire Districts 1 and 2 Commission Board Member
David Baugil, Fire Districts 1 and 2 Commission Board Member
Brian Keizer, Fire Districts 1 and 2 Commission Board Chair

ALSO PRESENT: Lisa Dagley, Finance Director
Cory Hodder, Assistant Deputy Fire Chief
Bea Renton, CAO
Dave Robb, Deputy Fire Chief
Darren Romkey, Fire Chief

ABSENT: Councillor Ed Halverson

1. Call to Order

The Deputy Mayor called the meeting to order at 4:02 p.m.

2. Acknowledgement of Mi'kma'ki the ancestral and unceded territory of the Mi'kmaq People

The Deputy Mayor recognized Lunenburg's location on the unceded territory of the Mi'kmaq People.

3. Agenda

Motion: moved and seconded to approve the agenda. Motion carried.

4. Protective Services Committee March 11, 2021 meeting minutes

Motion: moved and seconded to approve the March 11, 2021 meeting minutes. Motion carried.

5. Business Arising from the Minutes/Unfinished Business

a. Replacement Schedule for Fire Trucks – Chair's update

The Chair advised that Lunenburg Town Council approved the purchase of a new

rescue truck. A tender will be issued for same. The District has not changed its position on pre-approval however this did not mean that they wouldn't participate in funding of a new rescue truck.

The Committee discussed the Agreement for Protective Services (**Schedule "A"**) noting the need to negotiate capital items. The Chair advised that it can be considered again at another meeting.

6. New Business

a. Budget 2020/21 Protective Services Budget Variance to January 31, 2021

The report (**Schedule "B"**) was received by the Committee for information.

b. Fire Chief's Report for March 2021

The report (**Schedule "C"**) was received for information.

7. Next Meeting Dates

Thursdays, July 8 and October 14 at 4:00 p.m. at the Fire Hall.

8. Adjournment

Motion: moved and seconded to adjourn the meeting. Motion carried.

The meeting was adjourned at 4:14 p.m.

Bea Renton, CAO

PAB/gt February 12, 1996

THIS AGREEMENT made this 12th day of February, 1996.

BETWEEN:

TOWN OF LUNENBURG, a municipal body corporate,

OF THE FIRST PART

-and-

THE FIRE PROTECTION COMMISSION OF DISTRICT NUMBER ONE OF THE
MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a body corporate,

OF THE SECOND PART

In consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the other, receipt whereof is hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

TITLE

1. This Agreement shall be known and may be cited as the Fire Protection Agreement.

PURPOSE

2. The object and purpose of this Agreement is to provide for fire protection services to an area within the Municipality of the District of Lunenburg and for a shared interest in certain assets on termination for the purposes of compensation as described herein.

INTERPRETATION

3. (a) "Council" means the Council of the Town of Lunenburg.
(b) "Town" means the Town of Lunenburg.
(c) "Parties" means the parties to this Agreement.
(d) "Commission" means The Fire Protection Commission of District Number One of the Municipality of the District of Lunenburg, incorporated by S.N.S. 1960, Chapter 91 (as

amended), which covers what is now called District Number One and District Number Two in the Municipality of the District of Lunenburg.

(e) "District" means the communities of Herman's Island, Corkum's Island, Garden Lots, Blue Rocks, Heckman's Island, Martin's Brook, Stonehurst, First South, Second Peninsula, Northwest, Centre, Front Centre, Back Centre and First Peninsula as outlined in yellow on the map attached hereto as Schedule "C". (This area shall not include any islands that are not connected to the mainland by means of a causeway or bridge.)

(f) "Fire Protection Services" means the provision of firefighters, apparatus, machinery, implements and equipment for the extinguishment of fires or the attendance at the scene where there exists a possible risk of a fire, but shall not include fire inspection or provision of (or service of) hydrants, construction or maintenance of fire ponds or expenditures or rates related thereto.

(g) "Committee" means the Protective Services Committee of the Town of Lunenburg.

(h) "Firefighters" refers to Firefighters in the Fire Department in the Town of Lunenburg, sometimes known as the Lunenburg Fire Department or Lunenburg and District No. 1 & 2 Fire Department or Lunenburg and District Fire Department.

PROVISION OF FIRE SERVICES AND ADMINISTRATION

4. (a) The Town shall, subject to the terms of this Agreement, ensure that Fire Protection Services and the administration thereof will be provided to the Town and the District for the term of this Agreement and any renewals thereof, PROVIDED NEVERTHELESS that the general level of service to the District shall be the same as at present (or the minimum standards as required by law for Fire Protection Services as the case may be, whichever is greater) subject to further agreement of the parties (which shall include, but not be limited to, any budgetary increases, reductions or other changes agreed to or

acquiesced in by the Commission and the Town). The Parties agree that it is advisable, although not necessary, that any agreement to change the general level of service be in writing. Notwithstanding the foregoing, the general level of services provided pursuant to this Agreement may be decreased due to matters or circumstances beyond the reasonable control of the Town, including without limiting the foregoing, a reduction in available, qualified, volunteer firefighters and availability of equipment. Nothing in this Agreement shall require the Town to hire professional paid firefighters.

(b) The Parties acknowledge that nothing in this Agreement shall oblige the Town to provide Ambulance Service or Water Rescue Service or any other "non-Fire Protection" services which the Town is not required to provide by legislation.

Even though the Town is not obliged to provide such services under this Agreement, any assets related to Water Rescue or Ambulance service shall, for the purposes of this Agreement as it relates to ownership, capital and operating expenditures and rights and procedures on termination, be deemed to be Fire Protection Service assets (and without limiting the foregoing, operating expenditures in connection therewith shall be shared equally between the Parties and the assets will be dealt with under Sections 13 and 15 of this Agreement as an asset which is the subject of this Agreement). The Parties agree that the level and scope of ambulance service provided shall not increase from that which exists at present without further agreement of the parties. For the purposes of clause 4(g) and clause 14, Fire Protection Service assets shall include any ambulance service assets and rescue service assets, (including without limiting the foregoing, water rescue assets) and Fire Protection Services shall include ambulance and rescue services, (including without limiting the foregoing, water rescue service).

(c) The Parties acknowledge that the Department of Natural Resources is responsible for fighting forest fires and nothing

in this Agreement shall oblige the Town to respond to or fight forest fires which are the responsibility of the Department of Natural Resources and nothing in this Agreement shall relieve the Department of Natural Resources of its obligations pertaining to forest fires.

(d) Without restricting the generality of clause 4(a) of this Agreement and for further clarification:

(i) the Town, as part of its administrative duties hereunder, has the power to award and accept tenders for budgeted expenditures;

(ii) all purchases for the provision of Fire Protection services shall be by the Town and in accordance with the Town's purchasing policies as may exist from time to time.

(e) Operational policies and by-laws of the Fire Department in the Town of Lunenburg, (sometimes locally known as Lunenburg Fire Department or Lunenburg and District No. 1 & 2 Fire Department) are within the jurisdiction of the Town alone to review and approve when deemed appropriate.

(f) Nothing in this Agreement shall create a cause of action by a third party against either of the Parties hereto.

(g) (i) In regard to the provision of Fire Protection Services pursuant to this Agreement, (and ambulance service and rescue service [including, without limiting the foregoing, water rescue service] if any) and the administration thereof, and any activities ancillary to the foregoing, [collectively referred to in this clause (g) as "Services Provided"] no action may be taken by the Commission against the Town except as provided in clause 4(g)(ii) or clause 4(g)(iii);

(ii) If any claim is successfully made against either or both of the parties as a result of the Services Provided:

(A) which is not covered by the insurance referred

to in clause 14 or
 (B) which exceeds the policy limits of the insurance policy or policies referred to in clause 14 (and in that event this relates only to the amount which exceeds the limits of the applicable policies)

the amount of the successful claim, party and party costs and costs of defending the claim, collectively herein referred to as the "Uninsured Amount", shall be deemed to be an operating expense for Fire Protection Services as referred to in clause 8 [but the provisions of clause 7 shall not apply].

PROVIDED HOWEVER, if the Commission is of the opinion that the Town's gross negligence was the cause of the claim, the Commission may refer the matter to arbitration pursuant to Article 23(b) herein to determine firstly whether or not the Town was grossly negligent and if so found, then to determine the amount, if any, that the Commission shall contribute to the Uninsured Amount.

(iii) If the Commission feels that the general level of service referred to in clause 4(a) has been reduced by the Town in breach of its obligations under clause 4(a), the Commission may refer the matter to arbitration pursuant to clause 23(b) herein to determine firstly whether there has been a reduction in the general level of service and secondly whether the Town is in breach of its obligations under clause 4(a) but any damages awarded by the arbitration shall be limited to a refund of all or a portion of the operating expenses paid by the Commission for a maximum period of 6 months immediately prior to the serving of the notice of arbitration [but such refund shall not include any amounts deemed to be an operating expense for Fire

Protection Services in clause 4(g)(ii)].

(h) The Parties acknowledge that mutual aid provided to another Municipal Unit or part thereof or to another Fire Department and also any assistance given in fighting forest fires (even though the Town may not be obligated to provide such assistance) shall be considered Fire Protection Services for the purposes of this Agreement (including, without limiting the foregoing, for the purposes of clause 4(g), clause 14 and for all purposes relating to capital and operating expenditures).

TERM

5. This Agreement shall be for a period of Twenty (20) years commencing as of _____, 19_____ and shall automatically renew for further periods of five (5) years unless either of the Parties has given one (1) year's notice prior to the end of the term or any renewal thereof of its intention to terminate this Agreement, in which event the Agreement shall (subject to the obligations on termination referred to herein) terminate at the end of the said term or renewal, PROVIDED HOWEVER that the Parties may at any time agree upon an earlier termination date, AND FURTHER PROVIDED however that if the Commission should fail to pay any amounts due to the Town pursuant to this Agreement within 60 days after the due date thereof, the Town may in addition to any other remedy at its disposal, elect to terminate this Agreement by giving 60 days notice to the Commission and upon the expiration of the said 60 day term, this Agreement shall, subject to the obligations on termination referred to herein, terminate.
6. (a) The Town has a Protective Services Committee comprised of 4 members (including the chairperson) who are Councillors of the Town of Lunenburg. This committee addresses, inter alia, Fire Protection Service issues.
 (b) For the purposes of Fire Protection Service matters only,

the Commission may appoint 3 persons to be additional voting members of the committee, (so for those matters only, the total membership of the committee shall be 7).

(c) Each member of the committee, including the Chairperson, shall have one vote and there shall be no proxy voting or alternate voting representatives.

(d) Each member of the Committee shall be appointed annually to coincide with the annual appointment of Town committee members by the Town of Lunenburg and shall serve until their successors are appointed. The Chairperson of the Committee shall be a member of the Council of the Town of Lunenburg.

(e) There shall be no meeting pay or travel costs paid to the members by the Committee, PROVIDED THAT either of the Parties hereto shall be at liberty to pay meeting pay and travel costs for the members appointed by that party.

7. Budget

(a) The draft Budget for fire Protection Services shall be prepared annually by the Director of Finance/Treasurer of the Town of Lunenburg. The Director of Finance/Treasurer shall request input from the Commission at the same time as he requests information from Department Heads for the preparation of the draft Budget. The Commission shall annually be entitled to send recommendations for inclusion in that budget. The draft budget shall be reviewed by the Protective Services Committee. That committee will then recommend a budget for operating expenses and capital expenditures to the Council of the Town of Lunenburg.

(b) Any items submitted for inclusion in the budget to be presented to Council after the Protective Services Committee has recommended a budget and which will increase the operating expense portion of the budget shall be circulated to the members of the Protective Services Committee at least 2 weeks prior to the Town Council's Budget Meeting at which the tax rate will be set or those items will not be cost-shared by the Commission unless the increase is subsequently recommended by

the Committee -

PROVIDED NEVERTHELESS, no such notice need be given for statutory increases or increases beyond the control of the parties (including, without limiting the foregoing, increases in Workmen's Compensation Act premiums, and increases in oil and gasoline prices), and any such increases will be cost-shared equally by the Parties (whether the increase occurs before or after the Tax Rate is set).

(c) Subject to Clause 10, all items in the capital expenditure portion of the Fire Protection Services budget shall be mutually agreed upon by the Commission and Town or those capital expenditures not agreed upon shall not be cost-shared -

PROVIDED NEVERTHELESS, one of the parties hereto may unilaterally pay the full cost of a capital expenditure (including without limiting the foregoing, may unilaterally purchase a fire vehicle and pay the full cost) but any such purchase may only be unilaterally made by one Party if there is sufficient room in the Fire Hall to house the asset. ("Full cost" for the purposes of this clause only is intended to refer to net capital expenditures after deducting from the total capital expenditure any contributions, grants, revenues, rebates or other monies received from other sources toward that expenditure including, but not limited to, contributions from the Federal Government, the Provincial Government of Nova Scotia or funds contributed to the capital expenditure from monies raised by the Firefighters and also after deducting monies deemed pursuant to Clause 19 to have been contributed by both parties. This definition of full cost is for the purposes of determining the ability to proceed unilaterally with a capital expenditure and this definition does not affect the calculation of interest in assets as provided for in

this Agreement.) For clarity, operating expenses in relation to assets so purchased shall be shared equally by the Town and Commission.

AND FURTHER PROVIDED NEVERTHELESS, it is recognized and agreed that the Firefighters provide annually a list of suggested expenditures to the Town at Budget time (some of which would be capital in nature and some operating) and the Town (upon the recommendation of the Committee) may approve a global expenditure based on this list, with the specific expenditures on the list to be selected by the Firefighters. To the extent that those expenditures include capital items, they shall be equally cost-shared by the Commission notwithstanding that the Commission may not have specifically agreed thereto. If the Town wishes to increase the amount of the global expenditure in excess of the amount recommended by the Committee, the new proposed global expenditure shall be circulated to the members of the Protective Services Committee at least 2 weeks prior to the Town Council's Budget meeting at which the tax rate will be set or the excess over the amount recommended by the Committee to Council will not be cost-shared by the Commission unless the excess is subsequently recommended by the Committee.

8. (a) The Commission shall pay to the Town fifty percent (50%) of the operating expenses incurred by the Town in relation to Fire Protection Services for the Town and District.
- (b) Operating expenses shall be defined as in the Department of Municipal Affairs Municipal Accounting and Reporting Manual (as amended from time to time). Without restricting the generality of the foregoing, operating expenses shall include, but shall not be limited to:
- (i) debt charges on any borrowings by the Town (for the joint benefit of both Parties) for Fire Protection Services, (provided that the borrowing has been authorized in advance by both parties);

(ii) Expenditures for wages and for salaries plus benefits (including, without limiting the foregoing, pensions, R.R.S.P.'s, medical plans, Christmas gifts, vacation pay and sick leave liability) of all workers employed by the Town in relation to Fire Protection Services in their capacity as employees of the Town, including, without limiting the foregoing, any superintendent or janitor at the Fire Hall. The staffing complement for Fire Protection Services shall be as at present (one full-time employee with replacement staff to cover vacations, sickness periods and other times when the employee is not present) unless agreed upon by the Parties.

(iii) Expenditures for fire apparatus (provided the expenditure is not a capital expenditure).

(iv) Honoraria and stipends for and expenses of firefighters as well as billable wages of firefighters.

(v) The cost of expendable materials, supplies, power, heat and water at the Fire Hall.

(vi) Any assessments under the Worker's Compensation Act, the Unemployment Insurance Act, Canada Pension Act and all sales taxes and other taxes which may be applicable to the provision by the Town of Fire Protection Services.

(vii) The cost of insurance referred to in clause 14 hereof.

(viii) Advertising.

(ix) Telephone line rental - alarm.

(x) Electricity - alarm.

(xi) Telephone answering service and paging system (presently Whynacht Security and Survival).

(xii) Firefighters training grants/expenses.

(xiii) Repairs to Fire Hall which are not capital expenditures.

(xiv) Repairs to other assets which are not capital

expenditures.

(xv) Vehicle maintenance contracts.

(xvi) Gas and supplies.

(xvii) Hoses, clothing and equipment.

(xviii) Expenses related to real property on which Fire Hall is situated.

(xix) Deemed operating expenses referred to in clause 4(g).

Operating expenses shall not include the costs associated with services of Fire Inspectors, or the provision of (or service of) hydrants, construction or maintenance of fire ponds or expenditures or rates related thereto.

Operating expenses for the purpose of the calculation of the Commission's contribution under this Agreement shall be calculated on the net operating expenses by deducting from the total operating expenses any contributions, grants, rebates, or other monies received from other sources and applied to the operating expenses of the Town for Fire Protection Services, including but not limited to the Federal Government of Canada, and the Province of Nova Scotia. Monies applied to the Town operating expenses which are received from the Firefighters out of funds raised by them shall be deducted in calculating net operating expenses.

(c) The Commission shall in addition to the foregoing also annually pay to the Town an administration charge of 6.5% of the Commission's share of net operating expenses for Fire Protection Services.

CAPITAL CONTRIBUTIONS

9. (a) Save as provided in Clauses 7 (c) and 10, no capital expenditures for Fire Protection Services shall be made unless mutually agreed upon by both Parties. The cost sharing ratio for capital acquisitions of new assets shall, subject to clauses 7(c) and 10, be negotiated between and agreed upon by the Parties. The cost sharing ratio for capital expenditures on existing assets or on future-acquired assets after

acquisition shall [after deducting from the total capital expenditure any contributions, grants, revenues, rebates or other monies received from other sources applied thereto including, without limiting the foregoing, monies received from the Federal Government, the Province of Nova Scotia, monies received from the firefighters out of funds raised by them and funds otherwise deemed to be contributed by both parties pursuant to Clause 19] be based upon the percentage interest of the Parties in that asset immediately prior to the expenditure as determined pursuant to Clause 13 (save for any capital expenditures on the Fire Hall and Real property after completion of construction, the ratio of which will be negotiated between and agreed upon by the Parties.) This cost sharing ratio for capital expenditure on existing assets or future-acquired assets after acquisition may change from the original ratio at the time of acquisition if capital expenditures have been made thereon using funds deemed to have been contributed by both parties.

(b) Capital expenditures shall be defined as in the Department of Municipal Affairs Municipal Accounting and Reporting Manual (as amended from time to time).

FIREHALL

10. (a) The Town intends to construct a new Fire Hall on property owned by the Town and described in Schedule "X" hereto. That property and all fixtures thereon shall remain the sole property of the Town legally and beneficially, subject to the Commission's rights on termination under Clause 15. Subject to Clause 10(c), the Commission shall pay to the Town 50% of all costs associated with the construction of the Fire Hall and lot improvements

(including, without limiting the generality of the foregoing, design, site testing, landscaping and paving, lot servicing, lot survey and subdivision costs and legal fees relating to construction), after the deduction of grants, contributions, rebates or other monies received

from other sources (including, without limiting the foregoing, the Federal or Provincial Governments) which are applied to the construction of the Fire Hall, and after the deduction of funds contributed by the firefighters from monies raised by them, but only TO A MAXIMUM of \$260,500 unless the Parties otherwise agree. Without restricting the generality of Clause 9, infrastructure grants to which the Parties are entitled from the Federal and Provincial Governments shall be applied to the construction of the new Fire Hall. All change orders from the original approved tender must be agreed upon by both parties in advance.

(b) Any work done by Town employees or machinery in the construction of, repair of or maintaining of the Fire Hall and the servicing of the lot on which it will be located shall be charged as an operating expense or capital expenditure as the case may be, at the Town's regular charge-out rates as exist from time to time providing the expense or expenditure is within an approved category of the Budget. Notwithstanding the foregoing, the Commission shall not have to pay for the services of the Town Engineer in supervising the construction of the Fire Hall.

(c) The Fire Hall and property associated therewith is for the use of the Fire Department in the Town (to the extent authorized by the Town) and for such other uses as may be authorized from time to time by the Town, [and the Town shall consult with the Commission on the development of a policy outlining authorized uses for the Fire Hall];

PROVIDED THAT NOTWITHSTANDING anything herein contained, the commission shall be entitled to construct a room approximately 144 square feet in size in the upper level of the Fire Hall at its own expense but it shall not be entitled to a key to the Fire Hall entrances. The Commission shall use the room only for the business of the Commission. The Commission shall have sole use of

the room but its right to use and all interest therein shall cease upon the termination of this agreement (or at an earlier date if the Parties shall mutually agree). The Commission shall not be reimbursed for its expenditures on the construction of the room and for greater certainty, those expenditures shall not be credited to the Commission as a capital expenditure by it in any calculations under clause 13 or 15 hereof.

AND FURTHER PROVIDED that the Town shall have the use of the Fire Hall for Town-sponsored events, (whether or not related to Fire Protection Services) without charge but if such an event raises revenue for the Town through raffles, entrance fees or items of a similar nature, an amount agreed upon by the Commission and Town shall be contributed to the operating costs of the Fire Hall.

AND FURTHER PROVIDED that the Commission shall be entitled to use the Fire Hall for annual meetings or public general meetings of the Commission without charge for that use.

PAYMENTS BY COMMISSION

11. (a) If the Municipality of the District of Lunenburg has one annual tax billing, the Commission shall pay to the Town annually within sixty (60) days after the due date for municipal property taxes in the Municipality of the District of Lunenburg, Fifty percent (50%) of the Town's operating budget for Fire Protection Services for that fiscal year. If the Municipality of the District of Lunenburg has interim tax bills, the Commission shall pay Twenty-five percent (25%) of the Town's operating budget for Fire Protection Services within Sixty (60) days after the due date for the interim tax bill and Twenty-five percent (25%) within Sixty (60) days after the due date for the final tax bill.

(b) The Commission shall pay to the Town the Commission's full share of capital expenditures immediately upon delivery

in the case of the purchase of fire vehicles and in all other cases within seven days of the receipt by the Town of the invoice for that capital expenditure.

(c) One-half of any surplus in the Fire Protection Services operating budget of the Town will be refunded to the Commission within 60 days after completion of the audit for that fiscal year. One-half of any deficit in the Fire Protection Services budget of the Town [including, without limiting the foregoing, any deficit incurred as a result of expenditures referred to in clause 12 hereof and any deemed operating expenses in clause 4(g)] shall be paid by the Commission to the Town within Sixty (60) days after receiving written notice of the deficit from the Town, (which will occur after completion of the audit for that fiscal year.)

(d) If the Commission fails to pay any amounts due to the Town under this Agreement on or before the payment due date, it shall pay interest thereon to the Town at the same rate prescribed by Council for overdue rates and taxes from time to time and the Town may in addition to its additional remedies provided for in clause 5, take action immediately against the Commission to recover same as a simple debt.

EXCEEDING BUDGET

12. It is understood that operating expenses on a particular item and also the total operating expenses may exceed the budgeted amount (and frequently this is not known until the end of the fiscal year). Therefore, notwithstanding Clause 7 hereof, although it is understood that the Town will attempt to work within the operating budget, sometimes there will be a deficit in the total operating budget and 1/2 of this deficit will be paid by the Commission as provided in Clause 11(c). Any over-expenditures in the operating budget shall be reported to the Protective Services Committee by the Director of Finance/Treasurer of the Town as soon as reasonably practicable after he becomes aware of it.

INTEREST IN ASSETS

13. (a) The Town is presently the owner of certain assets and the

Commission presently has an interest in some of these assets as illustrated in Schedule "A". The Town shall hold those assets in Schedule "A" in trust for the Parties as their interests may appear under this Agreement. All existing Fire Protection Service assets not listed in Schedule "A" shall belong solely to the Town legally and beneficially.

(b) Capital expenditures on an existing asset and on future-acquired assets after acquisition may (if funds deemed contributed by both parties are applied to the capital expenditure) cause an adjustment in the Parties' percentage interest in that asset. Capital purchases of new assets and capital expenditures on existing assets and on future-acquired assets after acquisition, and the contribution of each party thereto, shall be recorded by the Director of Finance/Treasurer for the town. Legal title to all assets shall be held in the name of the Town unless otherwise agreed to by the Parties.

PROVIDED THAT SUBJECT to clause 13(f), monies applied to capital expenditures for fire protection services which are received after the effective date of this agreement from the Firefighters out of monies raised by them shall, unless otherwise agreed by the Parties at the time of incurring the capital expenditure, be deemed to have been contributed 1/2 by the Town and 1/2 by the Commission, (and without limiting the foregoing, as between the Town and Commission only, funds donated to the Town for Fire Department purposes when applied to an expenditure will be treated as having been received from the Firefighters out of funds raised by them. For greater certainty, "Funds donated to the Town for Fire Department purposes" as used in this clause shall not include rebates, grants or other monies received from either the Federal or Provincial Governments or any related body or program such as the Atlantic Canada Opportunities Agency.) For an example of attribution of funds contributed to a capital expenditure by the Fire Fighters, see Schedule "B", Example 2.

And Further Provided That subject to Clause 13(f) and unless otherwise agreed by the Parties at the time of incurring a capital expenditure, the percentages are determined only on the basis of monies contributed or deemed contributed by the Town and the Commission and without limiting the generality of the foregoing, contributions, rebates or other monies from other sources (including but not limited to the Government of Canada and Government of the Province of Nova Scotia) which are contributed to the acquisition of capital assets or capital expenditures on assets, shall be ignored in determining the percentages herein referred to.

(c) The Director of Finance/Treasurer for the Town shall annually, within Three (3) months after the end of the Town's fiscal year, send a statement to the Commission showing the total book value of Fire Protection Services assets in which the Parties have an interest for the purposes of this clause 13 and clause 15, [being the total of the capital expenditures contributed or deemed contributed by each party to each asset without any depreciation] illustrating their respective percentages for each asset which has been capitalized. PROVIDED NEVERTHELESS, the Commission shall only have an interest in those assets which were purchased using funds contributed solely by it or using funds contributed or deemed contributed by both Parties, or on which capital expenditures have been made using funds contributed or deemed contributed by both parties (but in any event, the Commission shall not have an interest in real property).

(d) Notwithstanding that the Town may have written off an asset on its Balance Sheet under Municipal Accounting Practices, if the asset is still in existence and owned by the Town, the asset and the percentage interest of the Parties in relation thereto shall continue to be annually recorded by the Town for the purposes of this Agreement.

(e) Attached hereto as Schedule "B" are examples illustrating

the accounting for percentage interest in assets and for the Fire Hall.

(f) NOTWITHSTANDING anything contained in this Clause 13, the Commission's percentage interest in the Fire Hall Building (which percentage interest is only for the purposes of calculating any payout on termination under clause 15) shall be:

The percentage that the Commission's capital expenditures on the construction of the Fire Hall and lot improvements (excluding the construction of the Commission's room) and all subsequent capital expenditures by the Commission thereon (if authorized by this Agreement) bears to the total cost of the construction of the Fire Hall and lot improvements (including, without limiting the foregoing, expenditures for design, site testing, landscaping and paving, lot survey and subdivision costs and legal fees) and the cost of all subsequent capital expenditures on the Fire Hall and Real Property, [and in calculating the total costs, all monies contributed from other sources (including without limiting the foregoing, the Federal and Provincial Governments and the Firefighters from monies raised by them) shall be included in the total cost and none of the monies from the firefighters or other sources shall be attributed to the Commission]

multiplied by

the Fair Market Value of the Building only, including the value of any room constructed by the Commission (but not including the land or any other improvements or fixtures thereon) at the time of termination;

and the Commission shall not at any time have any interest in the Real Property or be compensated in connection therewith. In appraising the Fair Market Value of the building, the appraiser shall determine the total value of the land, building and other fixtures on the lot and then delete the value of the land and

fixtures other than the building.

See Example 3 in Schedule "B" attached hereto.

INSURANCE

14. The term "insurance" as contained in this clause includes, but is not limited to, insurance coverage for public liability and property damage, collision and comprehensive coverage for vehicles and Fire and Extended Perils.

The Protective Services Committee may make recommendations to the Town concerning insurance coverage. The Town shall arrange insurance for Fire Protection Service assets and Fire Protection Services in such amounts and for such coverages as the Town, in its discretion, shall deem appropriate and the policies of insurance shall cover the parties as their interests may appear.

Any insurance proceeds received in relation to the loss of, destruction of or damage to an asset shall be used to replace and/or repair that asset unless the parties shall otherwise agree in writing.

There shall be a waiver of subrogation clause protecting the Commission and the Town and their respective officers and employees as well as the firefighters against claims by the insurer. The Town and the Commission shall be named insureds under the policy or policies and the insurer shall be requested to recognize the firefighters as unnamed insureds.

TERMINATION

15. (a) In the Event of the termination of this Agreement by either or both of the Parties pursuant to clause 5 hereof, all assets which are the subject of this Agreement (including, without restricting the generality of the foregoing, all real property and buildings, fire trucks and equipment and all other assets which are the subject of this Agreement) shall (subject to clauses 15(b) and 15(c) hereof) henceforth belong legally and beneficially to the Town free of any trust. Nevertheless, the Parties shall, at least 45 days prior to the termination date, each appoint a professional qualified

appraiser to determine the fair market value of the assets in which there is a shared interest immediately prior to the time of termination. Assets in which the parties have a shared interest for the purposes of calculating the amounts payable under this clause include the Fire Hall Building (but not the land or any other improvements or fixtures thereon) as well as:

- (i) All other assets which were purchased by funds contributed or deemed contributed in whole or in part by both Parties;
- (ii) All other assets on which capital expenditures have been made using funds contributed or deemed contributed by both Parties; and
- (iii) All other assets where although one party did not directly make a capital contribution thereto, it had an interest by virtue of Clause 13(b) where firefighters contributed funds out of monies raised by them after the effective date of this Agreement and to the extent no person or body other than the Commission and Town had an interest therein, the contribution of the firefighters was deemed to be contributed 1/2 by the Commission and 1/2 by the Town.

There shall be two classes of assets:

- building
- vehicles and equipment (personal property)

and there shall be a qualified appraiser appointed by each Party for each class. Each Party shall pay the costs of its own appraiser. The fair market value of an asset shall be the average of those appraisals, BUT in the case of the Fire Hall Building only, if the variance in the appraisals is such that the higher appraisal is greater than 15% more than the lower appraisal, then the parties shall negotiate the value to be placed on the Building, and if negotiations fail to achieve a consensus within thirty days, then the appraisal closest to the assessed value for municipal tax purposes of the building

alone (and not the real property) for that year shall be deemed to be the Fair Market Value. Within One Hundred Twenty (120) days after the receipt of all of the appraisal reports, (or in the case of the Fire Hall Building only, within 120 days after the termination of the 30 day negotiation period if applicable, whichever is the greater), the Town shall pay to the Commission an amount represented by:

With Respect to all Personal Property:

[The Commission's percentage interest in each asset immediately prior to termination (as determined pursuant to clause 13)	<u>MULTIPLIED</u>	the fair market value of that asset as determined pursuant to this clause]
	<u>BY</u>	

LESS

[any other monies owed by the Commission to the Town pursuant to this Agreement (including, without limiting the generality of the foregoing, any loan receivable or account payable) except to the extent that the monies owed are applied in connection with the value of another asset.]

With Respect to the Fire Hall Building:

The Commission's percentage interest in the Fire Hall Building as determined in Clause 13(f)

MULTIPLIED BY

The Fair Market Value of the Building only at the time of termination as determined in accordance with the foregoing provisions of this Clause 15(a). (The value of the land or any other improvements or other fixtures thereon shall not be included in calculating the value of the building, but the value of any room constructed by the Commission shall be included. In appraising the Fair Market Value of the Building, the appraiser shall determine the total value of the land, building and other fixtures

on the lot and then delete the value of the land and fixtures other than the building).

LESS

(Any other monies owed by the Commission to the Town pursuant to this Agreement (including, without limiting the generality of the foregoing, any loan receivable or account payable) to the extent not applied against the amount owing by the Town above in relation to Personal Property)

For greater certainty the Commission shall not have any legal or equitable interest in the land or improvements or fixtures thereon and shall not be entitled to any compensation in connection therewith (save for the compensation specifically herein provided immediately above in relation to the Fire Hall Building).

A loan receivable is the Commission's share of any outstanding loan incurred by the Town on behalf of both the Town and Commission for Fire Protection Service purposes, including, without limiting the generality of the foregoing, a loan incurred in the construction of the Fire Hall or for the purchase of Fire Vehicles or equipment.)

Should either of the aforesaid calculations result in a net amount due from the Commission to the Town, the Commission shall pay the said sum to the Town forthwith.

(b) Notwithstanding anything contained in Clause 15(a) hereof, where the Commission has a percentage interest greater than 50% in an asset (other than the Fire Hall Building) as determined in Clause 13 hereof:

(i) The Commission may elect to receive the asset, and
 (ii) That asset shall be excluded from the calculation of the amount owed by either party to the other under Clause 15(a) and

(iii) The Commission shall owe the Town an amount represented by the Town's percentage interest in that asset (as determined pursuant to Clause 13) MULTIPLIED BY the fair market value of the asset as determined pursuant to Clause 15(a) and

- (iv) The Commission may elect to offset the amount in 15(b) (iii) against amounts owed to it for other assets under Clause 15(a), but if no amounts or insufficient amounts are owed under Clause 15(a) to enable an offset, the Commission shall pay the Town the amount in 15(b) (iii) forthwith.
- (c) (i) With respect to assets other than the Fire Hall and real property associated therewith, the Town may elect not to receive any or all of the assets and in that event the Commission may elect to receive any of those assets refused by the Town by paying to the Town in respect to each asset the Fair Market Value of the asset determined under clause 15(a) multiplied by the Town's percentage interest in that asset prior to termination (as determined pursuant to clause 13). PROVIDED THAT if neither party wishes to retain a particular asset, that asset shall be sold and the net proceeds of sale shall be divided in accordance with the Parties' percentage interest in that asset, as determined pursuant to clause 13.
- (ii) To the extent that any assets and any monies owed by the Commission to the Town or vice versa are dealt with in this clause 15(c), they shall be excluded from clause 15(a) in determining the amount owed by either party to the other under that Clause.
- (iii) Any asset in which one of the Parties has a 100% interest as determined pursuant to clause 13, shall be retained by that party upon termination without payment to the other party and free from any claim by the other party and that asset shall not be included in the assets dealt with under clause 15(a), (b) or (c)(i) hereof. As the Town would be the legal owner thereof, it agrees to execute such documentation as may be necessary to give effect to this clause.
- (d) Any reference in this Clause 15 to Fire Hall and land or

real property associated therewith shall refer to the new Fire Hall to be constructed and the lot of land described in Schedule "X" hereto (or such other property as may be agreed upon in writing by the Parties from time to time). The Commission shall not at any time acquire an interest in the existing Fire Hall on Duke Street in Lunenburg or the property on which it is situate and that existing Fire Hall and property on Duke Street shall not be included in any calculations under this clause.

(e) For greater certainty:

(i) the Commission shall not either before or after termination, have any interest whether legal or equitable in (or control over) funds raised by the Firefighters (whether charitable receipts are issued by the Town or not and whether it is through solicitation or other fundraising methods including but not limited to, Bingos, Garden Parties, and Barbecues) except to the extent that the contribution of firefighters' funds to a capital expenditure has been specifically attributed to the Commission pursuant to the terms of this Agreement.

(ii) the Commission shall not, either before or after termination, have any interest whether legal or equitable in (or control over) monies donated to the Town except to the extent that monies applied to a capital expenditures have been specifically attributed to the Commission pursuant to this Agreement.

16. (a) This agreement is based upon the respective boundaries of the Town and District as they at present exist.

(b) The Uniform Assessment for the Town of Lunenburg for 1995 is: \$96,365,559.

The Uniform Assessment for the District for 1995 is:

\$123,527,200.

Present Total Uniform Assessment: \$219,892,759

The present percentage of the Total Uniform Assessments are:

District - 56.18%

Town - 43.82%

TOTAL - 100.00%

(c) IF any change in the boundaries of the Town or District shall occur, or if either party's percentage of the Combined or Total Uniform Assessment of the Town and District shall fall below 40%, then the Parties shall renegotiate the formula for contribution to capital and operating expenses (and percentage interest in assets) and if they should fail to reach an agreement, the matter shall be referred to arbitration under the Arbitration Act of Nova Scotia as provided in clause 23 hereof.

(d) The Town shall not contract to provide Fire Protection Services for additional areas not provided for under this Agreement without the consent of the Commission . The Commission shall not agree or attempt to agree to provide Fire Protection Services for any area(s) not provided for under this agreement without the consent of the Town.

17. The Parties hereby agree that the Town may use any Fire vehicles and fire equipment for non-fire related work for the Town at no cost to the Town. This shall include but not be limited to the use of fire vehicles and equipment for flushing out Town sewers.
18. No donations of capital assets to either or both of the Parties to be used for the purposes of this Agreement and no monetary donations to either or both of the Parties for a specific Fire Protection Service purpose shall be accepted unless mutually agreed to in writing by the Commission and the Town. For greater certainty, this clause shall not apply to donations made to the Town or Commission or both parties for general Fire Protection Service purposes.
19. Notwithstanding anything contained in this Agreement, any monies received by the Commission [other than monies received from fire rates or from Federal and Provincial grants] which are applied to the purchase, maintenance or improvement of

Fire Protection Service equipment or Fire Trucks [but not the Fire Hall or any room therein or fire ponds or hydrants] shall be deemed for all purposes of this Agreement to have been contributed 1/2 by the Town and 1/2 by the Commission.

STATUTORY AND POLICY COMPLIANCE

20. This Agreement shall be subject to all provincial and federal governmental legislation and regulations and all By-laws of the Town as may exist from time to time. In addition, the construction and interpretation of this Agreement and the administration of Fire Protection Services shall be in accordance with the by-laws, policies and procedures of the Town as may exist from time to time, including, without limiting the foregoing, personnel policies and procedural policies.

BINDING AGREEMENT

21. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their successors but neither Party shall assign its interest in, or responsibilities under, or benefit under, this Agreement without the written consent of the other, which may be arbitrarily refused.
22. The Parties acknowledge and agree that they will execute any assurances, deeds, or other instruments (including, the re-execution of this Agreement) reasonably required from time to time in order to give full force and effect to the terms and conditions of this Agreement and shall hold such meetings, obtain such approvals and request such legislation as may reasonably be necessary to give full force and effect to this Agreement.
23. (a) If the Commission is not satisfied with a decision of the Protective Services Committee, it shall have the right to make a direct appeal to Council for further consideration of an issue.
- (b) All matters in difference in relation to this Agreement shall be referred to the arbitration of a single arbitrator and costs shall be in the discretion of the arbitrator. The

award and determination of the arbitrator shall be binding on the parties and their respective successors and assigns. The provisions of the Arbitration Act R.S.N.S. 1989, C. 19 shall apply to this Agreement.

24. The Town agrees to comply with any reasonable request by the Commission for information on revenues and expenditures related to the provision of Fire Services.

GENDER

25. This Agreement shall be read with appropriate changes of gender as the context may require.

NOTICE

26. Any notice to be served on the Parties shall be in writing and delivered or mailed to:

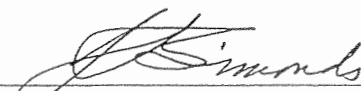
Town - Town Manager/Clerk
Town of Lunenburg
P.O. Box 129
Lunenburg, Nova Scotia
B0J 2C0

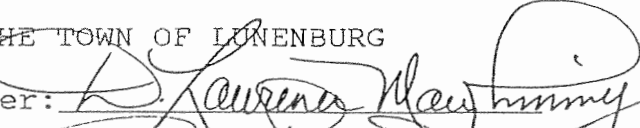
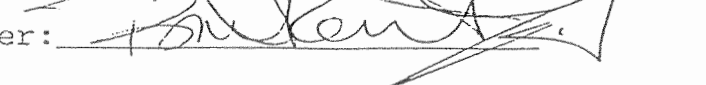
Commission - Chairman
The Fire Protection Commission of
District Number One and Two of the
Municipality of the District of
Lunenburg
c/o Wilfred Stevens
R.R. # 3 Lunenburg, Nova Scotia
B0J 2C0

or such other address as may be given by either Party to the other in writing.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto.

SIGNED, SEALED AND DELIVERED
in the presence of:


WITNESS

THE TOWN OF LUNENBURG
Per: 
Per: 

(As authorized by Resolution of
Council dated February 12, 1995)

[Handwritten signature]
[Handwritten initials]

The Fire Protection Commission
of District Number One of the
Municipality of the District of
Lunenburg

[Handwritten signature]
WITNESS

Per: *[Handwritten signature]*

Per: *[Handwritten signature]*
(As authorized by Resolution
dated _____, 1995.

SCHEDULE "X"

LOT "A-2" :

All that certain lot, piece, or parcel of land situate, lying and being on the Southeast side of Madway Street, in the Town of Lunenburg, County of Lunenburg, and Province of Nova Scotia, shown as Lot "A-2" on a Plan of Subdivision of Parcel "A", lands of the Town of Lunenburg, dated May 17th., 1994, by Robert C. Becker, Nova Scotia Land Surveyor, said lot "A-2" having been approved by the Development Officer of the Town of Lunenburg on June 7th., 1994, and a copy of said Plan having been filed at the Office of the Registrar of Deeds, Bridgewater, N.S., on June 21st., 1994, at Plan no. 9572, said lot "A-2" being more particularly described as follows:

BEGINNING at a point marked by a survey marker (an iron post and identification cap) on the Southeast side-line of Madway Street aforesaid, said point being the most Northerly corner of property of Alice H. Randall, and being the most Westerly corner of the lot herein described;

THENCE North 70 degrees, 52 minutes, 23 seconds East, a distance of 66.37 feet along said Madway Street to a survey marker;

THENCE North 63 degrees, 54 minutes, 10 seconds East, a distance of 147.76 feet along said Madway Street to an iron bar on the Southwest corner of property of Lloyd Crouse;

THENCE South 45 degrees, 05 minutes, 05 seconds East, a distance of 237.02 feet along said Crouse property, and along properties of Paul and Grandolyn Crouse, and Linda L. Patterson, to a survey marker;

THENCE South 47 degrees, 01 minutes, 40 seconds East, a distance of 4.81 feet along said Patterson property to an iron pipe on the Southwest corner of property of John Knickla, Judith Stevens, and Judith Evicker;

THENCE South 48 degrees, 45 minutes, 50 seconds East, a distance of 60.47 feet along said Knickla, Stevens and Evicker property to a survey marker on the most Northerly corner of Lot "A-3", remaining lands of the Town of Lunenburg;

THENCE South 32 degrees, 14 minutes, 45 seconds West, a distance of 71.63 feet along said Lot "A-3" to a survey marker;

THENCE South 44 degrees, 01 minute, 00 seconds West, a distance of 179.75 feet along said Lot "A-3" to a survey marker on the Northern boundary of other lands of the Town of Lunenburg;

THENCE Northwesterly on the arc of a curve to the right of radius of 603.95 feet, for an arc distance of 169.43 feet along said other lands of the Town of Lunenburg to a survey marker on the Southeast extremity of Young Street; a tie-line between the two aforementioned survey markers being North 49 degrees, 12 minutes, 50 seconds West, a distance of 169.33 feet;

THENCE Northwesterly on the arc of a curve to the right of radius of 603.95 feet, for an arc distance of 41.82 feet along said Young Street, to a survey marker on the Southern corner of property of Ruth E. Raibse; a tie-line between the two aforementioned survey markers being North 39 degrees, 12 minutes, 20 seconds West, a distance of 41.81 feet;

SCHEDULE "X" - CONTINUED

Page 2. Lot "A-2" Schedule "A" continued

THENCE Northwesterly on the arc of a curve to the right of radius of 608.96 feet, for an arc distance of 132.50 feet along said Rafuse property to a survey marker on a point of curvature; a tie-line between the two aforementioned survey markers being North 30 degrees, 58 minutes, 15 seconds West, a distance of 132.24 feet;

THENCE North 24 degrees, 42 minutes, 15 seconds West, a distance of 63.02 feet along said Rafuse and Randall properties to the POINT OF BEGINNING.

SAID LOT "A-2" contains an area of 87,885 square feet.

BEARINGS are N.S. Grid, 03 degree Modified Transverse Mercator Projection, Central Meridian 64 degrees, 30 minutes West.

RESERVING any interests held by various unrecorded leases concerning use and encroachment originally granted by the Canadian National Railway Company, and referred to in the aforementioned Plan.



SCHEDULE "A"

LISTING OF ASSETS WHICH DISTRICT #1 & #2
HAVE AN INTEREST IN

BALANCES AS OF MARCH 31, 1995

<u>YEAR PURCHASED</u>	<u>ITEM NAME</u>	<u>COST AT TIME OF PURCHASE + ADDITIONS</u>	<u>DISTRICT #1 PERCENTAGE OF CONTRIBUTION</u>
1983	Pumper/Truck	\$108,453	20 % (\$21,691)
1980	Rescue Utility	21,856	25 % (\$ 5,742)
1979	Tanker	47,597	60 % (\$29,262)
1985	Rescue Van	22,000	100% (\$22,000)
1990	Cascade System	20,347	50% (\$10,174)
1992	Ventilator	2,330	50% (\$ 1,165)
1992/93	PC Computer c/w Printer	3,536	50% (\$ 1,768)

NOTE: FIRE PROTECTION ASSETS WHICH DISTRICT #1 & #2 DO NOT HAVE
AN INTEREST IN ARE NOT SHOWN.

FIRE PROTECTION CAPITAL ASSETS
ACCOUNTING EXAMPLES

NOTE: EACH ASSET WILL BE ACCOUNTED FOR ON AN INDIVIDUAL BASIS AND THE PERCENTAGE

EXAMPLE #1

EXISTING ASSET WITH ESTABLISHED COST SHARING
RATIO - 80%/20% - 1983 PUMPER/TRUCK

\$20,000 IMPROVEMENT. NO FIRE DEPT CONTRIBUTION.

	<u>TOWN</u>	<u>DIST #1 & #2</u>	<u>TOTAL</u>
Equity, Mar 31/95	\$ 86,762	\$21,691	\$108,453
% Equity Mar 31/95	80%	20%	100%
Addition 1995/96	16,000	4,000	20,000
	<u>\$102,762</u>	<u>\$25,691</u>	<u>\$128,453</u>
% Equity Mar 31/96	80%	20%	100%

In this example, District #1 and #2 contribute 20% towards any addition, their interest in the asset would remain at 20% and their future cost sharing percentage for the next capital expenditure thereon would still be 20% based on the last equity calculated March 31, 1996.

EXAMPLE #2

EXISTING ASSET WITH ESTABLISHED COST SHARING
RATIO - 80%/20% - 1983 PUMPER/TRUCK

1995/96 \$20,000 IMPROVEMENT. FIRE DEPARTMENT CONTRIBUTION OF \$10,000 AND BALANCE BY ESTABLISHED RATIO.

- AND -

1996/97 \$40,000 IMPROVEMENT. FIRE DEPARTMENT CONTRIBUTION OF \$15,000 AND BALANCE BY ESTABLISHED RATIO.

	<u>TOWN</u>	<u>DIST #1 & #2</u>	<u>TOTAL</u>
Equity, Mar 31/95	\$86,762	\$21,691	\$108,453
% Equity Mar 31/95	80%	20%	100%
Addition 1995/96			
by Fire Dept	5,000	5,000	10,000
Balance Addition	<u>8,000</u>	<u>2,000</u>	<u>10,000</u>
Equity Mar 31/96	\$99,762	\$28,691	\$128,453
% Equity Mar 31/96	77.7%	22.3%	100%
Addition 1996/97			
by Fire Dept	\$ 7,500	\$ 7,500	\$ 15,000
Balance Addition	<u>19,425</u>	<u>5,575</u>	<u>25,000</u>
Equity Mar 31/97	\$126,687	\$41,766	\$168,453
% Equity Mar 31/97	67.0%	33.0%	100%

In this example prior to the 1995/96 additions the established cost sharing ratio is 80% Town and 20% District #1 & #2. Regardless of the Fire Department's contributions this is the ratio used for the balance of the above capital expenditure for 1995/96 following the deduction of the Fire Department's contribution.

Following the 1995/96 additions a new cost sharing ratio is established 77.7% Town and 22.3% District #1 & #2. This is the ratio used for the next capital expenditure shown as in 1996/97.

Following the 1996/97 addition a new cost sharing ratio is established 67.0% Town and 33.0% District #1 & #2 for the next capital expenditure if any.

The above examples would also apply to capital expenditures on future acquired equipment after purchase.

EXAMPLE #3

NEW FIRE STATION

	<u>TOWN</u>	<u>DIST #1 & #2</u>	<u>TOTAL</u>
Equity, Mar 31/95	\$ 68,855	\$ 6,575	\$ 75,430
% Equity	91.3%	8.7%	100%
<u>Addition 1995/96</u>			
Lunenburg Fire Dept	100,000		100,000
Town of Lunenburg	200,000		200,000
District #1 & #2		200,000	200,000
Gov't of Canada	500,000		500,000
Prov of Nova Scotia	500,000		500,000
Equity, Mar 31/96	<u>\$1,368,855</u>	<u>\$206,575</u>	<u>\$1,575,430</u>
	86.9%	13.1%	100%

This example is based upon the Town and District #1 sharing 50%/50% net costs after deducting grants and contributions by the Fire Department. District #1 & #2's percentage is their actual contribution as a percentage of the total expenditure on the building and improvements and related capital expenditures. [On termination this percentage is applied to the value of the building alone].

DATED

1995

BETWEEN:

TOWN OF LUNenburg

-and-

THE FIRE PROTECTION COMMISSION
OF DISTRICT NUMBER ONE

AGREEMENT

BURKE & MACDONALD
P.O. Box 549
Lunenburg, Nova Scotia
B0J 2c0

Circulated: _____

Document No:
Meeting: Protective Services April 8,
2021
Circulate To: Protective Services
Committee
File: Budget 2020/21

MEMORANDUM

TO: TOWN COUNCIL

FROM: LISA DAGLEY, FINANCE DIRECTOR

DATE: MARCH 31, 2021

**RE: 2020/21 CAPITAL AND OPERATING VARIANCE REPORT –
TO JANUARY 31, 2021**

Please find enclosed the variance report to **January 31, 2021**. The period ending January 31 represents 83% (10 months) of the fiscal year. The Fire Protection expenditures are at 75%.

Index to Reports

Capital Budget Status Report	Page 1
Operating Budget Status Report	Page 2

Acknowledged only by:

Bea Renton, CAO

Encls.

Capital Status Report to January 31, 2021

Any comments in BOLD are changes from the previous report

TOWN	Project	Budget	YTD Actual	Under/(Over) Budget	DH
Fire Department	Pumper #2 Replacement <i>Comment:</i> Complete. Council approved overage of \$2,794 surplus sale proceeds Sept.8/20	\$755,100	\$757,977	(\$2,877)	GM
Fire Department	Turnout Gear Washer <i>Comment:</i> Complete.	\$5,400	\$5,345	\$55	GM
Fire Department	Turnout Gear Dryer <i>Comment:</i> To be funded by Fire Dept.	\$9,700	\$0	\$9,700	GM
Fire Department	Floor Scrubber <i>Comment:</i> Complete	\$5,100	\$4,644	\$456	GM
Fire Department	Aluminum Garbage Bin <i>Comment:</i> Complete	\$3,800	\$3,583	\$217	GM
Fire Department	Heat Pump Fire Hall <i>Comment:</i> The heat pump for the Fire Hall Auditorium and Club Room was approved at the October 13, 2020 Council meeting. This project was funded entirely from a grant received from the FCC AgriSpirit Fund. In December an additional unit was installed in the communications room. On January 12, 2021 Council approved, the installation of an additional unit in the offices and this would be partly funded from the Joint Equipment Fund. All units have now been installed.	\$25,000	\$26,697	(\$1,697)	GM

TOWN OF LUNENBURG						
Fiscal Period April 1, 2020 to January 31, 2021						
FIRE PROTECTION						
Account	AcctName	Fiscal YTD	Annual Budget	Variance	% Used	
ADMINISTRATION						
01-2-24-1100	FIRE PREVENTION & ADVERTISING	1,095.41	1,700.00	604.59	64.44	
01-2-24-1200	HONORARIUMS/MEETING PAY	3,153.14	4,600.00	1,446.86	68.55	
01-2-24-1300	LIABILITY INSURANCE	7,652.32	9,600.00	1,947.68	79.71	
01-2-24-1350	LEGAL SERVICES	352.56	800.00	447.44	44.07	
01-2-24-1510	ASSOCIATION DUES - CHIEF & DEPARTMENT	210.00	800.00	590.00	26.25	
01-2-24-1520	CONVENTIONS - CHIEF	0.00	0.00	0.00	0.00	
01-2-24-1620	EMPLOYMENT BENEFITS	3,054.20	5,000.00	1,945.80	61.08	
01-2-24-1650	MEDICAL PLAN	936.93	1,100.00	163.07	85.18	
01-2-24-1700	OFFICE SUPPLIES	1,266.14	1,500.00	233.86	84.41	Bulk printing of donations receipts \$400, and recent purchase of toner cartridges for printer and fax machines.
Totals For:	ADMINISTRATION	17,720.70	25,100.00	7,379.30	70.60	
FIRE FIGHTING FORCE						
01-2-24-1400	WORKERS COMP. - SUPER. & SUBSTITUTES	857.41	1,500.00	642.59	57.16	
01-2-24-1420	WORKERS COMP. - FIREFIGHTERS	5,040.00	7,600.00	2,560.00	66.32	
01-2-24-2010	SALARY - SUPERINTENDENT & SUBS	42,536.51	50,500.00	7,963.49	84.23	
01-2-24-2015	CAR ALLOWANCE - SUPERINTENDENT	461.60	600.00	138.40	76.93	
01-2-24-2020	FIRE DEPARTMENT STORM STAND-BY	527.10	2,100.00	1,572.90	25.10	
01-2-24-2030	HONORARIUMS - FIREFIGHTERS	50,438.15	50,400.00	(38.15)	100.08	Paid for the year
Totals For:	FIRE FIGHTING FORCE	99,860.77	112,700.00	12,839.23	88.61	
WATER SUPPLY AND HYDRANTS						
01-2-24-5100	FIRE PROTECTION RATES	255,632.25	340,800.00	85,167.75	75.01	Three of the four billings
Totals For:	WATER SUPPLY AND HYDRANTS	255,632.25	340,800.00	85,167.75	75.01	
TRAINING						
01-2-24-6020	TRAINING	8,552.66	15,000.00	6,447.34	57.02	Includes Level 1 training for 3 members.
Totals For:	TRAINING	8,552.66	15,000.00	6,447.34	57.02	
FIRE STATIONS & BUILDINGS						
01-2-24-3010	TELEPHONE LINE RENTAL - ALARM	1,161.76	1,900.00	738.24	61.15	
01-2-24-7010	ANSWERING SERVICE	8,046.99	8,700.00	653.01	92.49	Small cost increases, budget will need to be increased in 20-21
01-2-24-7020	TELEPHONE	4,909.57	5,000.00	90.43	98.19	Small cost increases, budget will need to be increased in 20-21
01-2-24-7025	DATA INFORMATION SYSTEMS	899.10	3,900.00	3,000.90	23.05	
01-2-24-7030	FUEL	4,981.68	17,100.00	12,118.32	29.13	
01-2-24-7040	INSURANCE - BUILDING	5,617.68	7,900.00	2,282.32	71.11	
01-2-24-7050	ELECTRICITY	10,738.34	15,000.00	4,261.66	71.59	
01-2-24-7060	WATER	1,585.10	2,300.00	714.90	68.92	
01-2-24-7065	SEWER	9,911.37	8,700.00	(1,211.37)	113.92	Paid for the year

TOWN OF LUNENBURG						
Fiscal Period April 1, 2020 to January 31, 2021						
FIRE PROTECTION						
Account	AcctName	Fiscal YTD	Annual Budget	Variance	% Used	
01-2-24-7070	JANITOR'S SUPPLIES	1,744.10	2,000.00	255.90	87.21	The one time purchase of a disinfection fogging machine for the station at \$788.89 was not budgeted.
01-2-24-7080	REPAIRS TO BUILDING	6,798.15	10,000.00	3,201.85	67.98	Includes painting at the Fire Station.
Totals For:	FIRE STATIONS & BUILDINGS	56,393.84	82,500.00	26,106.16	68.36	
FIRE FIGHTING EQUIPMENT						
01-2-24-7090	INTEREST ON CAPITAL LOAN	8,780.90	8,800.00	19.10	99.78	Paid for year
01-2-24-8010	VEHICLE/EQUIP. MAINT. CONTRACT	8,399.24	13,600.00	5,200.76	61.76	
01-2-24-8020	GAS AND SUPPLIES	4,789.15	6,700.00	1,910.85	71.48	
01-2-24-8031	REPAIRS 2015 LADDER ('94 sold Jun/16)	5,147.33	5,000.00	(147.33)	102.95	Cost to repair outriggers and diesel exhaust filtration system to keep Ladder 1 operational accounts for 85% of expenditure from account.
01-2-24-8032	REPAIRS #2 '98 PUMPER/TANKER	1,708.08	4,000.00	2,291.92	42.70	
01-2-24-8033	REPAIRS #3 '10 PUMPER	5,181.13	3,500.00	(1,681.13)	148.03	This account contains expenses for the change over of the communication equipment and configuration of Engine 3 to the Mutual Aid truck; replacement of an unserviceable siren and control; unit and replacement of 12VDC batteries. There will be additional costs to this budget coming up due to replacing 2 front steering tires in late November.
01-2-24-8034	REPAIRS #4 '02 HEAVY RESCUE	1,196.21	1,500.00	303.79	79.75	This account is current at 79.75% due to the replacement of 3-12 Vdc batteries (\$451.71) and having the annual MVI plus brake inspection of \$601.43.
01-2-24-8035	REPAIRS #5 '00 TANKER	367.99	500.00	132.01	73.60	Annual pump test, vehicle has now been sold
01-2-24-8036	REPAIRS #6 '02 TANKER	1,203.15	4,000.00	2,796.85	30.08	
01-2-24-8037	REPAIRS #7 '99 UTILITY	495.04	2,000.00	1,504.96	24.75	
01-2-24-8038	REPAIRS #8 BOAT & TRAILER	2,100.07	2,000.00	(100.07)	105.00	Required maintenance was performed on both of the outboard motors which accounts for 74.9% of the expenditures.
01-2-24-8040	INSURANCE ON TRUCKS/EQUIPMENT	13,635.00	9,400.00	(4,235.00)	145.05	
01-2-24-8050	HOSE, CLOTHING, EQUIPMENT	13,009.36	16,700.00	3,690.64	77.90	The new truck has meant the purchase of additional equipment and with the addition of new members uniforms had to be purchased. The department does not anticipate making any new equipment purchases, but if equipment is lost or damaged it will require replacement.
01-2-24-8051	PPE-Turn Out Gear	0.00	12,000.00	12,000.00	0.00	Amount not expended put to reserve.
01-2-24-8060	GENERAL EQUIPMENT REPAIR	3,353.46	7,000.00	3,646.54	47.91	
01-2-24-8080	REPAIRS RECHARGING EQUIPMENT	2,155.77	5,000.00	2,844.23	43.12	
01-2-24-8090	RADIO AND PAGING REPAIRS	1,714.20	1,000.00	(714.20)	171.42	Replacement of an officer's radio & accessories that was stolen. The department will also be getting LMR communications to reprogram and update radios and pages at a cost of approximately \$5000 There will be additional repairs to pagers and reprogramming of all mobile and portable radios..

TOWN OF LUNENBURG						
Fiscal Period April 1, 2020 to January 31, 2021						
FIRE PROTECTION						
Account	AcctName	Fiscal YTD	Annual Budget	Variance	% Used	
01-2-24-9040	MEDICAL EXPENSES	435.00	1,500.00	1,065.00	29.00	
01-2-24-9045	FIREFIGHTER RECOGNITION DINNER	0.00	2,500.00	2,500.00	0.00	The annual banquet was cancelled for this year. There will be presenting the service awards at the Christmas meeting and will be having a meal provided. The cost will be approximately \$1,000.
01-2-24-9050	RENTAL - BLUE STORAGE BUILDING	600.00	600.00	0.00	100.00	
Totals For:	FIRE FIGHTING EQUIPMENT	74,271.08	107,300.00	33,028.92	69.22	
Totals For:		512,431.30	683,400.00	170,968.70	74.98	



Lunenburg & District Fire Department

25 Medway Street, P.O. Box 1478

Lunenburg, Nova Scotia

634-8343 Fax –634-4145

Chief Darren Romkey

Cell- 212-0476 dromkey@eastlink.ca

Chief Report for March 2021

Calls

There were 7 calls this month including .

1 call was in the district (grass)

4 in town (2 alarms, 1 chimney, 1 MVC)

2 Mutual Aid (Greenfield and Riverport structure fires)

385 total personnel hours were spent responding to calls

Training

There were 14 various training sessions totaling 51.5 hours this month

A total 435 personnel hour were spent on training this month.

Misc

There were 12 various misc operational functions totaling 19 hours.

197 total personal hours were spent on various misc operations this month

Total of personnel hours this month.

Mar 2nd-Monthly Executive, Management, and Officers meetings

March 2nd-Jody Schnare has been accepted as a new probationary fire fighter.

March 6th and 7th -2 members attended an Ice Rescue course hosted by the Greenfield fire department.

Mar 6th-While returning from a call the front hub cap came off our #3 Engine, cutting the tire. It was taken right to Silvers and a new tire was installed. No injuries or any other damage to equipment.

Mar 10th-Monthly truck checks and general meeting

Mar 11th-Protective Services meeting

March 13th-Several members attended a Technical Ice Rescue course at our station

March 14th- Monthly pump operator training

March 22nd –I attended the Town Council meeting where it was approved to pre order the Rescue truck in the 2022/23 budget year

March 24th-Monthly general fire practice

March 28th-Annual Officers day training where we discuss general topics and train. This year we had Attorney Dave Hirtle in to talk to us regarding our legal duties on scene and what to expect if summoned to court



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Chief Darren Romkey

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Chief Report for April 2021

Calls

There were 15 calls this month including .

10 calls in the district (2 illegal burns, 1 controlled burn, 3 grass, 2 alarms, 2 chimney)

2 calls in town (1 alarm, 1 MVC)

3 Mutual Aid (Greenfield, Chester and Riverport)

Total of 462 personnel responded to 28 hours total calls.

Averaged 30.8 members per response.

855 total personnel hours were spent responding to calls

Training

There were 22 various training sessions totaling 128.5 hours this month including driver training, MFR, Wildland fire, Ice Rescue pump operations and general fire training attended by 143 members.

A total 559 personnel hour were spent on training this month.

Misc

There were 6 various misc operational functions totaling 10 hours.

134 total personal hours were spent on various misc operations such as meetings and truck/equipment checks this month

Total of 1548 personnel hours this month.

April 9th-Issues with Bell had their customers without phone and internet service. A crew was put on for a few hours at the station in case someone with an emergency drove to the hall to report it.

April 11th- Monthly Junior Fire Fighter practice

April 14-Monthly Truck checks and General meeting

April 17-Several members attended a day long Wilderness Fire Fighting course at our station

April 17-Annual Chowder Cup hockey game against the RCMP. Fire Department won this years game 7-5.

Due to Covid restrictions we were unable to have a chowder social at the fire hall after the game.

This is an annual tradition that has been going on since 1973. Only missing a few years.

April 18-Monthly Pump Operator training

April 21-Medical First Responder training

April 24-2 members attended a course in inspecting SCBA bottles. This was hosted by the Greenfield Fire Department.

April 25-6 members attended a session to be fitted for Personal Protective equipment and an overview in responding to Cardiac Arrests.

We currently have been stopped by EHS in responding to medical emergencies but departments throughout the province has been equipped and trained to respond to Cardiac Arrests only. We have been placed back in service to respond to Cardiac arrest only .

April 27th-another provincial wide lock down due to Covid has been announced. All training, meeting and non essential fire operations (pool filling, dive bottle filling etc) has been suspended until further notice.



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Chief Report for May 2021

Calls

There were 7 calls this month including .

5 calls in the district (1 illegal burn, 1 grass, 1 alarm, 1 Propane Leak and 1 chimney)

1 call in town (1 alarm)

1 Mutual Aid (Chester)

Total of 186 personnel responded to 9 hours total calls.

Averaged 25.7 members per response.

267 total personnel hours were spent responding to calls

From the time we received the initial page, to the first truck responding was an average of 3 minutes.

Training

Due to Covid restrictions that were implemented, all training was cancelled until further notice.

As of June 1st, restrictions are still set and will be re-evaluated as each phase is announced.

If things continue to improve, I am hoping the restrictions will allow us to train out doors as we need to keep up on our training, and running equipment.

Misc

Again, Covid restrictions did not allow us to have our usual meeting and other operational functions, however it was necessary to get our truck checks done and ensure all equipment is accounted for and in working order.

We were able to do truck checks, but unlike the norm where we all attend on the same night, our 8 crews were split up it groups of 2, ½ the crews came one night, the other half another. We were able to stay within the crews, wearing masks and social distancing was able to be met.

There were 3 various misc operational functions totaling 6 hours. Truck checks and a Truck Committee meeting to start reviewing the returned RFPs for our new Rescue 4.

61.5 total personal hours were spent on the truck/equipment checks, and Truck Comm meeting this month

Total of 299.5 personnel hours this month.

Regular bi annual inspection of our Air Compressor system amd SCBA packs were carried out with 1 SCBA pack placed out of service for calls, but can be used for training. We had 1 spare so this does not require replacement at this time.

Production of the Netflix TV series the Sinner has rented our Auditorium for the summer. They are expected to be here until the middle of September. They are using our facility, along with a large tent set up in the parking lot, for dining areas for the crew.

This does create a minor inconvenience but does not affect our responses or daily operations.

May 25th and 26th-Monthly truck checks.

May 30th-Truck Committee Meeting

May 31st-Our station flags were placed half mast for the 215 unmarked graves of the children found in the school property in Kamloops BC, as well as for the Blockhouse and District Active Deputy Chief John Walters who passed away unexpectedly at the age of 43. John was a member of our Junior Fire Department back in the late 1990's.



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Chief Darren Romkey

Cell- 212-0476 dromkey@eastlink.ca

Chief Report for June 2021

Calls

There were 9 calls this month including.

2 calls in the district (1 alarm, and 1 camper trailer)

3 call in town (2 alarms, 1 structure)

4 Mutual Aid (2 Martins River, 1 Riverport and 1 Chester)

There was also 1 medical call in the District.

We are presently only responding to Cardiac Arrests until EHS MFR services gives fire departments the OK to resume our usual response.

There are different levels of responses between fire departments in the province.

We are Level 2 which means we will respond automatically to Cardiac arrests, and Motor Vehicle collisions.

All other medical responses are at the call of the responding paramedic crew. Meaning if they have an extended response time, they will request us to respond. I can answer any questions at the next Protective Services meeting, or any time.

Total of 242 personnel responded to 23 hours total calls.

Averaged 26.7 members per response.

639.5 total personnel hours were spent responding to calls

Training

Although most Covid restrictions were in place, we were able to participate in some limited training.

Monthly general practice consisted of Boat operations, water evolutions, vehicle extrication and new air bag training.

Other training throughout included Officers training, drone and pump operator.

Misc Operational

Filling residents swimming pools took up a majority of our misc time, we filled 15 pools.

Also included in misc were various meetings, public assist and cleaning of the Ladder truck after the Chester playhouse fire.

After each major fire where the ladder is used, it is required to have a complete cleaning of the ladder.

This includes removing all the grease off the water way, regreasing it and scrubbing down the ladder.

The grease has to be changed because dirt from the heavy smoke attaches to it and can act as sand paper as the water pipe retracts inside itself. This process takes 6 members 3 hours to complete. This cleaning is over and above the general cleaning of all trucks and equipment after the call.

51 members attended 26 hours of activities for a total of 98 personal hours were spent on these misc operational duties this month.

Total of 789.5 personnel hours this month.

After discontinuing pool filling, and dive bottle filling due to Covid restrictions, we have started these activities up again.

This month we received our new air bags and TMR radios.

These have been purchased with fire department funds and saved capital expenses of between \$20 000 and \$25 000 for the town and district.

Our Club Room and station in general has been shut down to all non fire operational related activity but with the mid-month restrictions lifted, things have been opened up to limited capacity.

We are currently in the annual process of having all of our SCBA bottles visually inspected.

This requires half of them be taken to Connors in Halifax.

The first half has been checked, while the other half are currently in Halifax and will be picked up this month.

We do have a guideline to call Bridgewater for mutual aid for additional bottles in the event of an emergency. We have enough that will allow us to perform our duties without interruption until they arrive.