

Special Meeting

February 13, 2014

7:00 P.M.

The Town Council of the Town of Markle, Indiana met in the meeting room at the Markle Town Hall Building on the 13th of February, 2014, at the hour of 7:00 p.m. in accordance with the rules of the Council and applicable laws.

Town Council Members present: President Jeff Humbarger, Vice President Mark Hamilton, and Councilmember Rick Bower. Clerk-Treasurer Shelley Monticue and (4) additional townspeople were also in attendance.

President Humbarger called the Special Meeting to order at 7:02.

First order of business was to discuss the purpose of the Special Meeting: to consider an agreement of fire protection with a quadrant of Huntington Township. Markle Fire Department Chief Duane Brumbaugh was present to answer any questions.

President Humbarger gave some background to the current situation by stating that the City of Huntington and Huntington Township had a disagreement regarding the changes in the new proposed contract between the two entities. Previously, the City of Huntington's Fire Department serviced the remainder of Huntington Township. Huntington Township terminated the existing 2014 contract effective April 15, 2014. Huntington Township, with the exception of those incorporated within the City of Huntington, has decided to look for alternate fire and emergency response protection. The Township has divided into four quadrants and one quadrant is proposed to be under the service area of the Markle Fire Department (MFD).

Although the MFD is incorporated, and services the four Townships and the Town of Markle within its protection area, the six entities are all involved in approving the adoption of additional service area. Chief Brumbaugh stated that while other departments have their own budgets, the MFD is satisfied with the current arrangement of being reimbursed by the four Townships and the Town. Following discussions with the Townships and their respective attorneys, all six entities must agree to adoption of additional service area, and the agreement has been modified to simplify the agreement.

President Humbarger continued by stating that the initial question was to determine which entity would be designated as the "Contractor" in the agreement. Although there are six entities involved with the contract, the MFD is the one actually providing the service, and therefore would be designated as Contractor in this contract, with the Townships and the Town merely serving a reimbursement role as having a service provided to them. Furthermore, the service provided to Huntington Township was defined as the "same" as what service is provided to the Townships and Town already serviced by the MFD. Compensation for the first year by Huntington Township was defined as \$50,000 to the MFD, which would be disbursed \$10,000 to each Township and the Town, respectively. Should the agreement for protection of Huntington Township continue into a second year, an amount would be determined at that time.

Chief Brumbaugh described the additional service area and its respective coverage as a dual dispatch. Within its quadrant, the MFD would be the primary dispatch with the secondary being the closest neighboring quadrant. The other three fire departments servicing quadrants within Huntington Township are located in Bippus, Andrews, and Mount Etna. Each time the MFD would be the primary dispatch, the MFD would send

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one engine, one tanker, and five firefighters. This would not deplete the resources available should an additional fire happen within the MFD service area. As a "mutual aid" agreement, a neighboring quadrant would send an additional engine and more firefighters.

Chief Brumbaugh continued by stating that since the MFD is the furthest fire department from Huntington Township, it has the smallest quadrant. This is especially true for medical responses, as Parkview Huntington would usually beat the first responders to any medical emergency. That being said, MFD would send first responders to anyone with a "priority type dispatch," i.e. cardiac issues, breathing difficulties, and active bleeding.

While the four servicing fire departments all agree that this would work for a temporary solution to Huntington Township's problem, Roanoke, while not a servicing fire department, has also agreed to help in a mutual aid situation.

President Humbarger noted that after speaking with the Town's insurance agent, Richard Randol, the impact of insurance coverage and its respective cost would be negligible. The concern for the Town at this time is the depletion of manpower. Chief Brumbaugh noted that any fire during the daytime is always an issue for manpower due to the volunteers being at their respective employment, but in any event where the MFD is called away, even within its current service area, neighboring fire departments such as Warren and Uniondale are on standby. He referred to the fire protection process as a "domino effect" of sorts. Chief Brumbaugh stated that Huntington Township only had 2-3 fires within 2013, but that every year is different.

Vice President Hamilton asked if per diem was a part of this contract. President Humbarger stated that per diem is discussed as a part of the contract between the MFD and the Town, and that it is currently five dollars per hour on a run, and that this contract would incorporate the current per diem rate into its runs. Currently, first responders receive no per diem, and that may or may not be addressed at the renewal of the contract between the MFD and the Town.

Vice President Hamilton then asked about only two vehicles per run, whereupon Chief Brumbaugh replied that when the MFD is the primary responders, they would send an engine and a tanker. The MFD would send only one engine when they are the secondary responders, and other secondary responders would send an engine when MFD is the primary responders for a total of two engines and one tanker per fire run. Personal vehicles would not be used unless it was near the individual firefighter's home or place of employment. Chief Brumbaugh did not feel that the number of responders would need to be limited, especially during the day where it is more difficult to get responders. He did note, however, that the enthusiasm of previous years is returning to the MFD, and confirmed that all responders meet all certifications with varying degrees of experience.

Councilmember Bower asked how far the \$50,000 would stretch to pay for fire runs. Chief Brumbaugh stated that not only would the \$50,000 pay for a number of fire runs, most insurance companies will pay for up to \$500 per run and that could be used as a baseline for comparison. President Humbarger noted that at only five

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dollars per hour per responder, it would take a number of runs to use up the entire \$50,000. Furthermore, the cost of consumable supplies was negligible. Vice President Hamilton did note that all equipment would have to be depreciated and amortized. Councilmember Bower confirmed with Chief Brumbaugh that all insurance either meets or exceeds requirements.

Vice President Hamilton noted the concern of the local schools which, other than the high school, are located within Huntington Township. President Humbarger noted that the schools' and property owners' insurance premiums will increase with increased response times. Chief Brumbaugh stated that this would be a temporary agreement, as Huntington Township would like to develop its own fire department with discussion including two stations on each side of the Township. Huntington Township already owns one fire truck, which it will receive back from the City at the termination of its contract with the City.

Town General Assistant and MFD firefighter Mike Grant stated that it will take a few years for the Township to develop a fire department, whereupon the surrounding fire departments would provide temporary protection, and Huntington Township residents would be able to join the surrounding departments to receive training and learn "the ropes" for when the Township has its own department. He further stated that none of the surrounding departments is "excited about a 10 mile run, but that it is better than no response at all."

Vice President Hamilton questioned how dispatch would handle the new fire response system. Chief Brumbaugh stated that the 911 system would be changing the properties within the Township to the responding primary and secondary responders. President Humbarger noted that the 911 system is stating that this process will take 60 days, and that with the new agreement to start on or about April 14th, 2014. All of the surrounding fire departments are meeting within this week prior to a final meeting and agreement on February 18th, 2014. The 911 system will wait until all fire departments are on board with the agreement, and the City will extend services until the new system is in place.

With no further issues to discuss, Councilmember Bower motioned to approve the Fire Protection Agreement with Huntington Township, seconded by Vice President Hamilton. Motion carried 3-0, and the Agreement was signed.

Council requested an update to the water main repairs around Town. Town General Assistant Mike Grant stated that on February 13th, 2014, the bore under State Road 3 was successful, and that the main was exposed on the west side and he believes that Town Supervisor Rick Asher was present when the connection was made after 3:30 this afternoon.

Following a faulty excavation following a snowstorm, whereupon the utility markings were covered and then plowed, there was a break on High Street. Mr. Grant stated that the break has been isolated and the water service stopped for that area, and no customers had service interrupted. This will be repaired after the spring thaw. There is a further leak behind The Pickle, and the leak has been slowed until the repair can occur.

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Vice President Hamilton commended Town Supervisor Rick Asher and the other Town Employees for the proactive approach on maintaining the Town's water lines. Mr. Grant was quick to note that Town Supervisor has been very proactive in maintaining the water delivery system, and he noted that since Mr. Asher was made Supervisor, he has taken his position very seriously and that is why the Town has been able to avoid larger repairs for a number of years and minimize the damage when it occurs.

With nothing else presented to the Council, the Special Meeting adjourned at 7:28 P.M.

By


Jeff Humbarger

President

By


Mark Hamilton

Vice-President

By


Rick Bower

Councilmember

Attest:


Shelley Monticue

Clerk-Treasurer