



AGENDA

CYFS - JCC

Tuesday, December 15, 2015 at 9:30 AM
Town of Aurora

Agenda compiled on 14/12/2015 at 4:52 PM

Open Forum

Additions & Corrections to the Agenda

Declarations of Pecuniary Interest

Items

1. Verbal Update from Fire Chief regarding proposed budget reductions and staffing requirements.

New Business

Closed Session (if required)

Addendum (Additions & Corrections to the Agenda)

2. Central York Fire Services Report 2015-09 dated December 14, 2015 regarding Fire Master Plan Staffing Strategy. (Related to Item 1) p. 1

The Fire Chief recommends:

a) THAT Fire Services Report 2015-09 dated December 14, 2015 regarding Fire Master Plan Staffing Strategy be received for information purposes;

b) AND THAT Central York Fire Services (CYFS) outline and review with JCC the motion from the December 7, 2015 Newmarket Committee of the Whole, Operating Budget session;

c) AND THAT JCC recommend to both Councils a commitment to a multi-year staffing plan to meet departmental operational needs and enable CYFS to provide the appropriate level of prevention, educational and emergency service to the communities as outlined in the Fire Protection and Prevention Act, the Consolidated Service Agreement and the 2014 Fire Department Master Fire Plan Update;

d) AND THAT JCC request the release of operating budget funds from a Town of Newmarket reserve account in order to initiate a multi-year hiring program which will enable CYFS to appropriately deal with emergency situations in Aurora and Newmarket.

3. Central York Fire Services Report 2015-10 dated December 15, 2015 regarding 55' Aerial/Quint Cost Increase. p. 31

The Fire Chief and Deputy Fire Chief recommend:

a) Central York Fire Services Report 2015-10 dated December 15, 2015 regarding 55' Aerial/Quint Cost Increase be received and the following recommendations be adopted:

i) THAT the Joint Council Committee (JCC) approve additional funds from reserve to purchase a replacement Aerial / Quint device due to a shortfall in the budget;

ii) AND THAT JCC authorize the Director of Finance and the Manager of Procurement to fund from reserve the replacement apparatus by \$366,000.00 CDN (excluding any applicable taxes).

Adjournment



CENTRAL YORK FIRE SERVICES

2015-12-14

Fire Services Report 2015-09

To: Joint Council Committee
Origin: Central York Fire Services - Fire Chief
Subject: **Fire Master Plan Staffing Strategy**

RECOMMENDATIONS

THAT Fire Services Report 2015-09, Fire Master Plan Staffing Strategy, dated 2015-12-14, be received for information purposes;

And that Central York Fire Services (CYFS) outline and review with JCC the motion from the December 7, 2015 Newmarket Committee of the Whole, Operating Budget session;

And that JCC recommend to both Councils a commitment to a multi-year staffing plan to meet departmental operational needs and enable CYFS to provide the appropriate level of prevention, educational and emergency service to the communities as outlined in the Fire Protection and Prevention Act, the Consolidated Service Agreement and the 2014 Fire Department Master Fire Plan Update;

And that JCC request the release of operating budget funds from a Town of Newmarket reserve account in order to initiate a multi-year hiring program which will enable CYFS to appropriately deal with emergency situations in Aurora and Newmarket;

COMMENTS

The December 7, 2015 Committee of the Whole meeting held in Newmarket covered the 2016 Operating Budget. Staff had been directed to prepare a draft operating budget request not to exceed a 2.5% increase. During these budget discussions CYFS staff were requested to supply additional information to the Committee on the fire related submissions.

A motion was presented and supported by Committee, which resulted in two adjustments to the Central York Fire Service budget submission.

A minor reduction in the growth portion of the budget related to the four additional fire fighter positions requested for 2016. While this reduction is discouraging from a staff management point of view, there is an ability to work within this reduced funding envelope, however, the opportunity of the staff to offset overtime during the heavily selected summer months will be reduced due to a delayed start of the training program.

The second variance to the CYFS budget submission was to remove the reduced funding from the CYFS account and place the funds for this budget item in a separate Town of Newmarket reserve account until such time as a formal staffing plan for the fire service is approved.

BACKGROUND

In 2002 Aurora and Newmarket entered into an agreement, which consolidated their respective fire services. The Joint Council Committee (JCC) was formed and given responsibilities on behalf of the two municipalities to govern the service.

The Mission Purpose and Objective of the Committee as outlined in Schedule A of the Consolidation Agreement states *"The Fire and Emergency Services Committee is charged with the responsibility of providing and administering a borderless single tier level of fire protection and prevention services throughout the entire geographic area for both the Towns of Aurora and Newmarket, in accordance with the Consolidated Fire Services Agreement, as well as obligations contained in the Fire Protection and Prevention Act as amended and any regulations passed thereunder."*

"Although accountable to both the Council of the Town of Aurora and the Town of Newmarket, it is the responsibility of Committee Members to make decisions which shall favour neither municipality, but will provide an equal level of service to all the combined residents of both municipalities."

JCC has been involved in a number of discussions relating to the staffing complement and a variety of options to move the hiring process forward in a manner that is responsible to meet the needs of the municipalities as well as the operational needs of the department.

The FDMPU accepted by JCC and both Councils outlined a two-year hiring process to coincide with the opening of the new fire station. This approach gives the maximum boost the operational effectiveness of the fire service, but also the least palatable for the tax payer. In an effort to minimize the tax impact on residents, CYFS presented a number of alternate hiring strategies. Key to the provision of timely initial response is the location of the new fire station. The station could be designed and constructed in approximately a two year window.

Finding the right balance between operational effectiveness and fiduciary responsibility is always a challenge and to assist JCC with finalizing a staffing model the options will be presented in this report. A number of the staffing options reviewed will take several years longer than the proposed two-year design and construction of the new facility.

The Department will continue to strive to achieve the approved level of service set by JCC throughout the communities of Aurora and Newmarket. CYFS staff are cognizant there is a fine balance between operational needs and the tax impact on residents. While our mandate is to protect life and property in the community, there is an understanding of both sides of the issue.

Additional background information related to the Fire Protection and Prevention Act, the Fire Services Consolidation Agreement and the Executive Summary of the 2014 Fire Department Master Fire Plan Update are attached to this report.

BUDGET IMPACT

The hiring scenarios outlined in this report meet the 2016 budget requirements of Newmarket Council.

CONSULTATION

The Master Fire Plan, Consolidation Agreement and FPPA have been reviewed respective of the duties and responsibilities of the Fire Chief, Joint Council Committee and the ability to provide the appropriate level of service the municipalities.

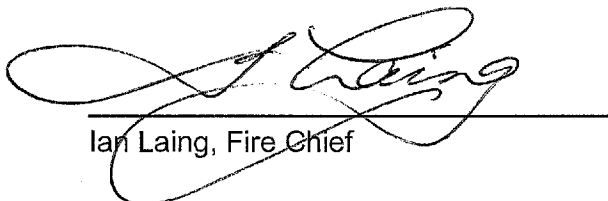
The Newmarket CAO and Director of Financial Services have been consulted.

IMPACT ON THE MASTER FIRE PLAN

The JCC and Aurora Council and Newmarket Council have approved the adoption of the 2014 Fire Department Master Plan Update (FDMPU). With the recent reduction to the funding by Newmarket Council and the placement of the reduced funding in a Newmarket Reserve Account until a staffing plan can be reviewed, CYFS cannot move to meet the direction of the JCC or the Master Fire Plan.

CONTACT

Fire Chief Ian Laing



Ian Laing, Fire Chief

Central York Fire Services

TOTAL ANNUAL INCREASE (INCLUDES THE BASE)		2015	2016	2017	2018	2019	2020	AVG.
1	Hire additional firefighters (FF's) over 2 years (assuming 8 & 12)		8 FF's	12 FF's				
	TOTAL Newmarket	1.09%	1.52%	2.20%	1.62%	1.14%	0.94%	1.48%
	TOTAL Aurora	1.33%	1.45%	2.10%	1.55%	1.08%	0.90%	1.42%
2	Hire additional FF's over 3 years (assuming 4, 8 & 8)		4 FF's	8 FF's	8 FF's			
	TOTAL Newmarket	1.09%	0.98%	1.87%	2.26%	1.13%	0.99%	1.45%
	TOTAL Aurora	1.33%	0.93%	1.79%	2.16%	1.08%	0.94%	1.38%
3	Hire additional FF's over 4 years (assuming 4, 4, 4 & 8)		4 FF's	4 FF's	4 FF's	8 FF's		
	TOTAL Newmarket	1.09%	0.98%	1.48%	1.81%	1.76%	0.98%	1.40%
	TOTAL Aurora	1.33%	0.93%	1.41%	1.72%	1.68%	0.94%	1.34%
4	Hire additional FF's over 5 years (assuming 4 per year)		4 FF's	4 FF's	4 FF's	4 FF's	4 FF's	
	TOTAL Newmarket	1.09%	0.98%	1.48%	1.81%	1.38%	1.29%	1.39%
	TOTAL Aurora	1.33%	0.93%	1.41%	1.72%	1.32%	1.23%	1.32%

In all scenarios the HR Consultant is included in 2017; two Fire Prevention positions, IT Consultant, Administrative Assistant for Training, and additional operating costs for the new station (\$75K) are in 2018.

Fire Protection and Prevention Act, 1997

PART II RESPONSIBILITY FOR FIRE PROTECTION SERVICES

Municipal responsibilities

2. (1) Every municipality shall,

(a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and

(b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

Methods of providing services

(2) In discharging its responsibilities under subsection (1), a municipality shall,

(a) appoint a community fire safety officer or a community fire safety team; or

(b) establish a fire department.

Services to be provided

(3) In determining the form and content of the program that it must offer under clause (1) (a) and the other fire protection services that it may offer under clause (1) (b), a municipality may seek the advice of the Fire Marshal.

Shared responsibilities

(4) Two or more municipalities may appoint a community fire safety officer or a community fire safety team or establish a fire department for the purpose of providing fire protection services in those municipalities.

Services outside municipality

(5) A municipality may, under such conditions as may be specified in the agreement, enter into an agreement to,

(a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and

(b) receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality.

Automatic aid agreements

(6) A municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies.

Review of municipal fire services

(7) The Fire Marshal may monitor and review the fire protection services provided by municipalities to ensure that municipalities have met their responsibilities under this section and, if the Fire Marshal is of the opinion that, as a result of a municipality failing to comply with its responsibilities under subsection (1), a serious threat to public safety exists in the municipality, he or she may make recommendations to the council of the municipality with respect to possible measures the municipality may take to remedy or reduce the threat to public safety.

Failure to provide services

(8) If a municipality fails to adhere to the recommendations made by the Fire Marshal under subsection (7) or to take any other measures that in the opinion of the Fire Marshal will remedy or reduce the threat to public safety, the Minister may recommend to the Lieutenant Governor in Council that a regulation be made under subsection (9).

Regulation

(9) Upon the recommendation of the Minister, the Lieutenant Governor in Council may make regulations establishing standards for fire protection services in municipalities and requiring municipalities to comply with the standards.

Same

(10) A regulation under this section may be general or specific in its application and may be restricted to those municipalities specified in the regulation. 1997, c. 4, s. 2.

Territory without municipal organization

3. (1) The Fire Marshal, a services board established to provide services in territory without municipal organization or a prescribed person or organization may enter into agreements to provide fire protection services in territory without municipal organization and to govern the provision of those services.

Same

(2) An agreement referred to in subsection (1) may provide for,

(a) the appointment of a community fire safety officer or a community fire safety team; or

(b) the establishment of a fire department. 1997, c. 4, s. 3.

Community fire safety officer or team

4. (1) A community fire safety officer or a community fire safety team appointed in a municipality or in a group of municipalities shall provide the program established under clause 2 (1) (a) in the municipality or in the group of municipalities, as the case may be.

Same

(2) A community fire safety officer or a community fire safety team appointed by agreement with the Fire Marshal, a services board or a prescribed person or organization to provide services in territory without municipal organization shall provide a program which includes public education with respect to fire safety and certain components of fire prevention in the territory in accordance with the agreement. 1997, c. 4, s. 4.

Municipalities may establish fire departments

5. (0.1) The council of a municipality may establish, maintain and operate a fire department for all or any part of the municipality. 2001, c. 25, s. 475 (2).

Fire departments

(1) A fire department shall provide fire suppression services and may provide other fire protection services in a municipality, group of municipalities or in territory without municipal organization. 1997, c. 4, s. 5 (1).

Same

(2) Subject to subsection (3), the council of a municipality may establish more than one fire department for the municipality. 1997, c. 4, s. 5 (2).

Exception

(3) The council of a municipality may not establish more than one fire department if, for a period of at least 12 months before the day this Act comes into force, fire protection services in the municipality were provided by a fire department composed exclusively of full-time firefighters. 1997, c. 4, s. 5 (3).

Same

(4) The councils of two or more municipalities may establish one or more fire departments for the municipalities. 1997, c. 4, s. 5 (4).

Fire chief, municipalities

6. (1) If a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the fire department.

Same

(2) The council of a municipality or the councils of two or more municipalities may appoint one fire chief for two or more fire departments.

Responsibility to council

(3) A fire chief is the person who is ultimately responsible to the council of a municipality that appointed him or her for the delivery of fire protection services.

Fire chief, territory without municipal organization

(4) If a fire department is established in territory without municipal organization under subsection 3 (2), the agreement shall provide for the appointment of a fire chief.

Powers of fire chief

(5) The fire chief may exercise all the powers assigned to him or her under this Act within the territorial limits of the municipality and within any other area in which the municipality has agreed to provide fire protection services, subject to any conditions specified in the agreement.

Delegation

(6) A fire chief may delegate his or her powers or duties under sections 14, 19 and 20 and such other powers and duties as may be prescribed to any firefighter or class of firefighters, subject to such limitations, restrictions or conditions as may be prescribed or set out in the delegation. 1997, c. 4, s. 6.

Fire co-ordinators

7. (1) The Fire Marshal may appoint fire co-ordinators for such areas as may be designated in the appointment. 1997, c. 4, s. 7 (1).

Duties

(2) A fire co-ordinator shall, subject to the instructions of the Fire Marshal,

(a) establish and maintain a mutual aid plan under which the fire departments that serve the designated area agree to assist each other in the event of an emergency; and

(b) perform such other duties as may be assigned by the Fire Marshal. 1997, c. 4, s. 7 (2); 2002, c. 18, Sched. N, s. 1.

Municipal by-laws

7.1 (1) A council of a municipality may pass by-laws,

(a) regulating fire prevention, including the prevention of the spreading of fires;

(b) regulating the setting of open air fires, including establishing the times during which open air fires may be set;

(c) designating private roads as fire routes along which no parking of vehicles shall be permitted and providing for the removal and impounding of any vehicle parked or left along any of the fire routes at the expense of the owner of the vehicle. 2001, c. 25, s. 475 (3).

Definition

(2) For the purpose of clause (1) (c),

"private road" means any private road, lane, ramp or other means of vehicular access to or from a building or structure and may include part of a parking lot. 2001, c. 25, s. 475 (3).

Scope

(3) A by-law under this section may deal with different areas of the municipality differently. 2001, c. 25, s. 475 (3).

Officer

(4) A municipality may appoint an officer to enter upon land and into structures at any reasonable time to inspect the land and structures to determine whether by-laws enacted in accordance with this section are being complied with. 2001, c. 25, s. 475 (3).

Exercise of power

(5) The exercise of powers by an officer appointed under this section shall be carried out in accordance with Part XIV of the *Municipal Act, 2001*, other than clause 431 (a) of that Act or with Part XV of the *City of Toronto Act, 2006*, other than paragraph 4 of subsection 375 (1) of that Act, as the case may be. 2001, c. 25, s. 475 (3); 2006, c. 32, Sched. C, s. 20 (1).

PART III FIRE MARSHAL

Appointment of Fire Marshal

8. (1) There shall be a Fire Marshal who shall be appointed by the Lieutenant Governor in Council.

Deputy Fire Marshal

(2) There shall be a Deputy Fire Marshal, who shall be appointed by the Lieutenant Governor in Council and who shall act in the stead of the Fire Marshal if he or she is absent or unable to act, and who, when so acting, has all the power and authority of the Fire Marshal. 1997, c. 4, s. 8.

Powers of Fire Marshal

9. (1) The Fire Marshal has the power,

- (a) to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services;
- (b) to issue directives to assistants to the Fire Marshal respecting matters relating to this Act and the regulations;
- (c) to advise and assist ministries and agencies of government respecting fire protection services and related matters;
- (d) to issue guidelines to municipalities respecting fire protection services and related matters;
- (e) to co-operate with any body or person interested in developing and promoting the principles and practices of fire protection services;
- (f) to issue long service awards to persons involved in the provision of fire protection services; and
- (g) to exercise such other powers as may be assigned under this Act or as may be necessary to perform any duty assigned under this Act. 1997, c. 4, s. 9 (1).

Duties of Fire Marshal

(2) It is the duty of the Fire Marshal,

- (a) to investigate the cause, origin and circumstances of any fire or of any explosion or condition that in the opinion of the Fire Marshal might have caused a fire, explosion, loss of life or damage to property;
- (b) to advise municipalities in the interpretation and enforcement of this Act and the regulations;
- (c) to provide information and advice on fire safety matters and fire protection matters by means of public meetings, newspaper articles, publications, electronic media and exhibitions and otherwise as the Fire Marshal considers advisable;
- (d) to develop training programs and evaluation systems for persons involved in the provision of fire protection services and to provide programs to improve practices relating to fire protection services;

(e) to maintain and operate a central fire college;

(f) to keep a record of every fire reported to the Fire Marshal with the facts, statistics and circumstances that are required under this Act;

(g) to develop and maintain statistical records and conduct studies in respect of fire protection services; and

(h) to perform such other duties as may be assigned to the Fire Marshal under this Act. 1997, c. 4, s. 9 (2).

Application of *Public Inquiries Act, 2009*

(3) Section 33 of the *Public Inquiries Act, 2009* applies to any inquiry or investigation by the Fire Marshal under this Act. 2009, c. 33, Sched. 6, s. 59.

Employment of expert, etc.

(4) The Fire Marshal may employ legal, technical, scientific, clerical or other assistance that the Fire Marshal considers advisable or necessary in the conduct of any inquiry or investigation under this Act or in carrying out any of his or her powers or duties under this Act. 1997, c. 4, s. 9 (4).

Delegation

10. (1) The Fire Marshal may delegate any power or duty that is granted to or vested in the Fire Marshal under this Act to any person or class of persons, subject to such limitations, restrictions, conditions and requirements as may be set out in the delegation.

Same

(2) Subsection (1) applies with respect to any power or duty held by the Fire Marshal under this Act, including such statutory or discretionary powers as may be assigned to the Fire Marshal under this Act.

Certificate of appointment

(3) A certificate under the hand and seal of the Fire Marshal of the appointment of a person under this Act is proof in the absence of evidence to the contrary of the appointment in any court or elsewhere. 1997, c. 4, s. 10.

Assistants to the Fire Marshal

11. (1) The following persons are assistants to the Fire Marshal and shall follow the Fire Marshal's directives in carrying out this Act,

(a) the fire chief of every fire department;

(b) the clerk of every municipality that does not have a fire department;

(c) any member of a fire prevention bureau established by a municipality; and

(d) every person designated by the Fire Marshal as an assistant to the Fire Marshal. 1997, c. 4, s. 11 (1); 2002, c. 18, Sched. N, s. 2 (1).

Duty to report

(2) The assistants to the Fire Marshal shall report to the Fire Marshal all fires and other matters related to fire protection services as may be specified by the Fire Marshal. 1997, c. 4, s. 11 (2).

Submitting report

(3) A report under subsection (2) shall be made in the form and manner and within the time period specified by the Fire Marshal. 1997, c. 4, s. 11 (3).

Workers' compensation not affected

(4) The relationship between a person who is an assistant to the Fire Marshal under this section and the municipality or such other person by which he or she is employed continues for the purposes of the *Workplace Safety and Insurance Act, 1997* as if the person were not an assistant to the Fire Marshal. 1997, c. 4, s. 11 (4); 2002, c. 18, Sched. N, s. 2 (2).

CORPORATION OF THE TOWN OF NEWMARKET

BY-LAW NUMBER 2001-146

A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NEWMARKET AND THE CORPORATION OF TOWN OF AURORA.

(Agreement for the Consolidated Fire Services Department)


WHEREAS the Corporation of the Town of Newmarket and the Corporation of the Town of Aurora have agreed to the establishment of a Consolidated Fire and Emergency Service Department:

BE IT THEREFORE ENACTED by the Municipal Council of the Corporation of the Town of Newmarket as follows:

1. THAT the agreement between the Corporation of the Town of Newmarket and the Corporation of Town Of Aurora dated 1st day of November 2001, a true copy of which is attached hereto, be and the same is hereby approved.
2. THAT the Mayor and Clerk are hereby authorized and instructed to sign the same on behalf of the Corporation and to affix the Corporate Seal thereto.

ENACTED THIS 26TH DAY OF NOVEMBER, 2001.


Tom Taylor, Mayor


Nancy Wright-Laking, Town Clerk

CONSOLIDATED FIRE AND EMERGENCY SERVICES AGREEMENT

This Agreement made the 1st day of November, 2001

B E T W E E N :

THE CORPORATION OF THE TOWN OF AURORA
(hereinafter called "Aurora")

BEING THE PARTY OF THE FIRST PART

-and-

CORPORATION OF THE TOWN OF NEWMARKET
(hereinafter called "Newmarket")

BEING THE PARTY OF THE SECOND PART

WHEREAS Section 5(1) of the Fire Protection and Prevention Act, 1997 (S.O. 1997, c. 21, Sch. A, s.3, as amended) (the "Act") provides that a fire department may provide fire suppression services and other fire protection services to a group of municipalities;

AND WHEREAS Section 6(1) of the Act requires the councils of the municipalities operating a Fire Department to appoint a fire chief for the fire department;

NOW THEREFORE in consideration of the premises, mutual covenants and conditions herein contained, the Parties hereto AGREE AS FOLLOWS:

Definitions

"Committee" means the Consolidated Fire and Emergency Services Committee, or such other name for the Committee as the Municipal Councils may decide from time to time, which is a joint committee of the Municipal Councils of Aurora and Newmarket, established by by-law.

"Chief" means the Head of the Department, as jointly appointed by by-laws of the Municipal Councils of both Aurora and Newmarket who shall also serve as the Fire Chief to both of the Towns of Aurora and Newmarket, having all of the powers and responsibilities that appointment carries with it under the Fire Protection and Prevention Act, 1997 (Ontario).

"Department" means the Consolidated Fire and Emergency Services Department, or such other name for the Department as the Municipal Councils may decide from time to time.

"Deputy Fire Chief" means the Deputy Chief of the Department, as appointed by by-laws of the Municipal Councils of both Aurora and Newmarket who shall also serve as the Deputy Fire Chief to both of the Towns of Aurora and Newmarket, having all of the powers and responsibilities that appointment carries with it under the Fire Protection and Prevention Act, 1997 (Ontario).

"Effective Date" shall mean 12:01 a.m., January 1, 2002.

"Municipal Councils" means the Municipal Councils for both the Town of Aurora and the Town of Newmarket, as elected pursuant to the Municipal Elections Act, 1996, as amended.

"Parties" means The Corporation of the Town of Aurora and the Corporation of the Town of Newmarket.

1. Establishment of Department

- 1.1 The Town of Newmarket hereby agrees to maintain a fire department, as of the Effective Date, which shall be responsible for the provision of fire and emergency services within the combined geographic and municipal boundaries of the Towns of Aurora and Newmarket, together with such additional geographic areas as may be contracted for from time to time, in accordance with the Fire Protection and Prevention Act, 1997 (Ontario), subject to the terms and provisions of this Agreement.

2. Establishment and Role of Committee

- 2.1 A joint Committee of the Municipal Councils of Aurora and Newmarket is formed and constituted as of the Effective Date for the purposes and with all the powers set forth in Schedule "A", attached to and forming a part of this Agreement.

3. Role of the Fire Chief

- 3.1 The Fire Chief shall act as the Head for the Department and shall have all of the powers and responsibilities as set out by the by-laws of the Parties, which shall be substantially in the form of Schedule "C", attached hereto, as well as the job description, this Agreement and the Fire Protection and Prevention Act, 1997, as amended. In the absence of the Fire Chief, the Deputy Fire Chief shall be vested with all of the authorities vested in the Fire Chief as prescribed herein.
- 3.2 In addition to the above duties, the Fire Chief shall be responsible for the review, from time to time, and implementation of the Emergency Plans for both the Towns of Aurora and Newmarket.
- 3.3 The Fire Chief shall be an employee of the Town of Newmarket. Notwithstanding this, the Fire Chief shall report to both of the Municipal Councils, through the Committee, with respect to the provision of fire protection services in accordance with the standards established hereunder, and as may be amended from time to time and shall report administratively to the Chief Administrative Officer of the Town of Newmarket ("CAO").
- 3.4 Neither Municipal Council nor any Member thereof shall provide direction directly to the Fire Chief. Directions for action on the part of either the Fire Chief or the Department shall be made only through the Committee. General administrative direction for action by the Fire Chief or the Department shall be given by the CAO.
- 3.5 The Committee and the CAO:
- a) shall not require an increase or decrease to the service levels as established by the Master Fire and Emergency Services Plan unless said Master Plan has been amended on the agreement of both Municipal Councils; and

- b) shall not require the Fire Chief, the Deputy Fire Chief or the Committee to take any action which is contrary to the provisions of this Agreement, the Fire Protection and Prevention Act, 1997, as amended, or the by-laws appointing the Fire Chief and Deputy Fire Chief and prescribing the duties of those positions.

4. Department Name

- 4.1 The Department will be known by such name as the Municipal Councils may decide from time to time.
- 4.2 The Committee shall have the right to commission and authorize the use of any insignia, crest, coat of arms or other indicia for the purpose of identifying the Department.

5. Prescribed Service Levels

- 5.1 The Parties acknowledge that each has approved the Master Fire and Emergency Services Master Plan (the "Master Plan") attached hereto as Schedule "B" and forming part of this Agreement.
- 5.2 The Parties hereby agree that the level of service to be provided throughout the combined geographic and municipal boundaries of the Towns of Aurora and Newmarket is the level of service as established by the Master Plan and each party shall, subject to any mutually agreed amendment of the Master Plan, commit all necessary funding and capital resources through the annual budget to ensure that the Committee and Department have all of the necessary resources, including prescribed staffing levels, to provide the level of service.
- 5.3 The Committee shall be responsible to provide fire protection and prevention services at the level as prescribed by the approved Master Plan.
- 5.4 The Parties hereby covenant to review the Master Plan every five years during the currency of this Agreement and shall, no later than twenty-four (24) months prior to the end of each ten (10) year term of this Agreement, finalize the said Master Plan which shall prescribe service levels for the next ensuing ten (10) year term of this Agreement.
- 5.5 Notwithstanding the foregoing, the Master Plan may be reviewed and, if necessary, amended at any time during the currency of this Agreement as circumstances warrant by mutual agreement of the Parties.

6. Budget

- 6.1 The Parties agree that the financial principles governing this Agreement are set out in Schedule "D" attached hereto and forming a part of this Agreement.

- 6.2 The Committee, in consultation with the Fire Chief, shall prepare draft annual operating and capital budgets setting out estimated operating and capital costs and projected revenue for the Department based on the provision of services at levels defined by the Master Plan. The estimates shall be submitted to the Municipal Council of Aurora for comment and then to the Municipal Council of Newmarket for consideration and approval. It shall be understood that Newmarket shall have sole authority to determine and approve the budgets.
- 6.3 The operating budget shall contain an amount in respect of administrative support services to be provided to the Committee and/or Department by Newmarket including, but not limited to Financial, Audit, Payroll and Purchasing Services, Secretariat Clerical and Administrative Services, Human Resource Services, Legal Services, Management Information Services, and Property Management and Maintenance Services.
- 6.4 Upon reviewing the estimates, the Municipal Council of Newmarket shall establish an overall budget for the Committee for the purposes herein described and, in doing so, the Municipal Council of Newmarket is not bound to adopt the estimates submitted by the Committee.
- 6.5 Upon approval of the Committee's budget by Newmarket's Municipal Council, Aurora hereby agrees to pay to Newmarket its proportionate share of the said budget in four equal instalments on the fifteenth (15th) day of each of the months of February, May, August, and November, during the currency of this Agreement. For the purposes of this Agreement, a party's proportionate share will be that fraction of the budget which is equal to the equally weighted average of:
- a) the assessed value of the lands in that party's municipality over the aggregate of the assessed value of all lands in both Aurora and Newmarket; and
 - b) the number of responses made by the Department within the geographic boundary of each party in the immediately preceding year over the total number of responses made by the Department; and
 - c) the population of each party over the aggregate of the population of both Aurora and Newmarket.
- 6.6 For the purposes of calculating each party's proportionate share in accordance with Subsection 6.5 above:
- a) the assessed value of lands shall be based on the current assessed value of all lands within each party municipality, as determined by the Regional Municipality of York; and

- b) the total number of calls of the Department shall not include calls outside of the geographic limits of Aurora or Newmarket pursuant to a services or mutual aid contract; and
- c) the population shall be the population as determined from time to time by the Regional Municipality of York.

Each of the above calculations shall be completed with information current to December 31 of the immediately preceding year and shall be in effect until December 31 of the next ensuing calendar year.

- 6.7 Notwithstanding the foregoing, major capital expenditures relating to structural work, additions or construction of any buildings on real property owned by a party shall not form a part of the capital budget of the Department and the party owning the said property shall be solely responsible for any costs relating to such capital expenditures. It is agreed that day to day maintenance of all real property will be the responsibility of, and at the cost of, the Department.
- 6.8 The Parties shall not divulge any information of which they have knowledge to be confidential whether communicated to or acquired by them in the course of carrying out the services provided pursuant to this Agreement. No such information shall be used by either party in any way without the approval of the other party.
- 6.9 Newmarket shall keep proper and detailed accounts and records in accordance with generally accepted accounting practices where applicable of all factors entering into the computation of the amounts payable pursuant to this Agreement. Aurora may during regular business hours at the offices of Newmarket, upon giving reasonable notice and at Aurora's sole expense, audit and inspect accounts, records, receipts, vouchers and other documents relating to the services performed pursuant to this Agreement and shall have the right to make copies and take extracts at its own expense. Newmarket shall afford all reasonable facilities, physical and otherwise, for such audits and inspections.
- 6.10 Aurora shall have the right to independently audit, at its sole expense, all of the finances, records and books pertaining to the operation of the Department.
- 6.11 The Parties agree that all revenue received from building plan review, rental of space in Fire Department buildings and services contracts with other municipalities shall be provided for the operation of the Department and shall serve to reduce the operational budget prior to the calculation of each party's proportionate share hereunder.

7. Property

- 7.1 Each party shall place all capital property, including real property, vehicles, rolling stock and equipment used by their respective Fire and Emergency Services Departments immediately prior to the Effective Date (hereinafter "contributed property") at the disposal of the Committee and the Department to be used for the purposes of this Agreement. It is hereby agreed that legal title to all real property will remain with each respective party. Proper maintenance of all property shall thereafter be the responsibility of the Committee and the Department. Notwithstanding the foregoing, major capital expenditures relating to structural work, additions or construction of any buildings on real property owned by a party shall be the sole responsibility of the party owning the said property. However, minor capital expenditures shall be included in the annual capital budget and shall be the responsibility of, and at the expense of, the Committee and the Department.
- 7.2 The Committee shall, from time to time, recommend any major capital expenditures required with respect to real property to the owner of that property and that owner shall consider same. In the event that the failure to undertake any recommended major capital expenditures would or may reasonably result in an inability on the part of the Committee or the Department to meet the prescribed service levels in the Master Plan, the owner shall, within eighteen (18) months, undertake and complete the said major capital expenditures. Notwithstanding the foregoing, major capital expenditures which are of an emergency nature shall take place immediately following the recommendation of the Committee at the cost of the party owning such property.
- 7.3 All contributed property and all property acquired after the Effective Date, with the exception of real property and buildings erected thereon, shall be owned jointly by the Parties in accordance with their proportionate share of expenses, as determined above. All real property and buildings erected thereon acquired after the Effective Date and all buildings for the use of the Department which may be constructed after the Effective Date shall be owned and/or constructed as determined by the Parties. In the event that the Parties cannot agree, the real property or the buildings, as the case may be, shall be owned and paid for on an equal basis as between the Parties.
- 7.4 As of the Effective Date, the Parties agree to undertake an audit to identify the value of the property each party contributes to the Department, excluding real property. Where one party's contribution in capital property is less, proportionately, than that same party's proportionate share of the operation and capital budgets for the first year of operation under this Agreement, it is hereby agreed that that same party will make a capital contribution at some time in the future, but during the first term of this Agreement, to bring its contribution up to its proportionate share of the budgets for the first year of operation.

- 7.5 At any time during the currency of this Agreement, any property, except real property, which is identified as surplus to the needs of the Department by the Committee may be sold. The proceeds of such sale shall be applied toward the operating and/or capital budgets of the Committee for the current or immediately subsequent year as the Committee may decide.

8. Staffing

- 8.1 All current staff employed within either the Aurora Fire and Emergency Services Department or the Newmarket Fire and Emergency Services Department shall, upon the Effective Date, be employed by Newmarket. For clarity, no volunteer firefighters are included as current staff.
- 8.2 The Committee shall, from time to time as needed, recommend a Fire Chief and Deputy Fire Chief for the approval of and appointment by the Municipal Councils of Aurora and Newmarket, by by-law.
- 8.3 The Fire Chief shall be responsible for the overall administration of the Department and shall hold office pursuant to the employment policies and practices for permanent full-time non-union positions of Newmarket and in accordance with the requirements of the Fire Protection and Prevention Act, 1997.
- 8.4 The Fire Chief shall adhere to the Administrative Policies and Procedures, including purchasing, personnel and all other administrative matters as established by the Town of Newmarket, from time to time, in the operation of the Department and for the purposes of determining applicable authority for actions, the Fire Chief shall have all of the authorities conferred thereby upon Department Heads.
- 8.5 The Fire Chief shall have the authority, on behalf of Newmarket, to retain and remove such employees as may be required for the proper operation of the Department, within the approved staff complement as established through the Master Plan, and to take disciplinary action against such employees where required, all subject to any collective agreement which may be in force from time to time.
- 8.6 The staffing levels set out in the Master Plan and in any collective agreement which may be in force from time to time shall be adhered to unless otherwise negotiated through the collective agreement process.
- 8.7 The Collective Agreement must be submitted for approval of and ratification by the Municipal Council of Newmarket.
- 8.8 It is understood and agreed by the Parties that the Committee shall not negotiate any collective agreements, but that the Fire Chief and the Human Resources staff of Newmarket shall be the representatives of Newmarket for the purposes of negotiation.

- 8.9 Those staff members delegated fire prevention responsibilities, including Fire Code inspection duties under the *Fire Protection and Prevention Act, 1997*, shall be appointed by both Municipal Councils, by by-law.

9. Further Powers of the Committee

- 9.1 The Committee shall direct the Fire Chief in the performance of his management duties but not with respect his statutory duties as Fire Chief under the *Fire Protection and Prevention Act, 1997*, as amended, and no individual member of the Committee shall give orders or directions to any employee, including the Fire Chief.
- 9.2 The Committee shall monitor the performance of the Fire Chief and, together with the Chief Administrative Officer for Newmarket, perform an annual performance review of the Fire Chief; ensuring that all Members of both Municipal Councils have had the opportunity to provide input to the review, as necessary.
- 9.3 The Committee shall have no authority to modify or revise the terms of this Agreement but may make recommendations to the Municipal Councils in this regard.
- 9.4 The Committee is hereby authorized to meet with representatives of other municipalities that are interested, with the objective of expanding the service area of the Department for the provision of Fire and Emergency Services beyond Aurora and Newmarket. Following such discussions, the Committee shall report to the Municipal Councils concerning proposed amendments to this Agreement resulting from the proposed admission of future Parties.

10. Indemnity and Insurance

- 10.1 Newmarket agrees to maintain adequate general liability insurance in an amount of not less than ten million dollars (\$10,000,000) against legal liability that may result from the activities and operations of the Department and/or the Committee and to ensure that all policies of insurance are endorsed to provide that Aurora is named as an additional insured. It is hereby agreed that the cost of the said insurance is an operational cost of the Department and shall be included in the operational budget.
- 10.2 Newmarket hereby agrees to indemnify and hold harmless Aurora against all actions, suits, claims, demands, losses, costs, charges and expenses including legal costs (hereinafter the "claims"), arising out of or in consequence of the activities and operations of the Department and/or the Committee save for such claims caused by either the negligence of or breach of this Agreement by Aurora. The terms and provisions of this Subsection shall survive any termination of this Agreement.

10.3 The Parties hereby agree that any and all liability resulting from all actions, suits, claims, demands, losses, costs, charges and expenses arising out of actions, incidents, grievances or investigations which occurred prior to the Effective Date against any party shall remain the sole liability of that party, shall not be transferred hereunder and that party shall wholly indemnify the other party with respect to any and all liability, including defence and legal costs pertaining thereto.

11. Resolution of Disputes

11.1 If there is dispute between the Parties to this Agreement with respect to its interpretation or application or an alleged violation, the Parties, as represented by their respective Chief Administrative Officers or such persons as they may direct, hereby agree to meet and discuss the matter within five (5) days following receipt of notice by one party to the other with the objective of resolving any dispute. For clarity, it is agreed that either party has the right to dispute the failure to meet or maintain service levels or its proportionate share of the budget, but that no matter involving the establishment of or modification to budgets or relating to human resource matters or matters arising from any collective agreements which shall be resolved by Newmarket, can be the subject of any dispute or referral to arbitration.

11.2 Following meetings of the Parties as provided for above, in the event that a mutually satisfactory resolution is not achieved within sixty (60) days following the receipt of the above notice by the other party, either party may issue a Notice Requesting Arbitration to the other in which event the Parties shall proceed to Binding Arbitration and the provisions for proceeding with Binding Arbitration set out within Schedule "E", attached hereto and forming a part of this Agreement, shall be followed.

11.3 Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section, the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of this Agreement to the best of their abilities.

12. Term and Termination

12.1 This Agreement shall come into force commencing on the Effective Date and shall continue in force for a period of ten (10) years.

12.2 This Agreement shall automatically renew for additional terms of ten (10) years unless either party provides written notice not less than eighteen (18) months in advance of the last day of the then current ten (10) year term, in which case this Agreement shall terminate on the last day of the then current ten (10) year term.

12.3 In the event this Agreement is terminated, upon termination the Committee shall be dissolved. Notwithstanding the dissolution of the Committee, Newmarket covenants and agrees to maintain the records of the Committee for not less than ten (10) years following dissolution of the Committee.

- 12.4 In the event of termination of this Agreement, all jointly owned property shall be valued at its fair market value as at the date of termination and the property shall be divided between the Parties in proportions equal to the proportions in which they each contributed to the annual budget of the Board in the final year, or portion thereof, of the operation of this Agreement, unless the Parties otherwise agree in writing.
- 12.5 In the event of termination of this agreement, or if for any other reason Newmarket ceases to provide all or part of fire and emergency services within the municipal boundaries of Aurora, the Parties agree that all members of the Newmarket Professional Firefighters Association, or its successor, shall be guaranteed employment with one of the successor fire departments with no loss or diminution in seniority, rank, benefits, salary or any other terms and conditions of employment, and the provisions of the collective agreement with the Newmarket Professional Firefighters Association shall be binding on both Newmarket and Aurora respectively. For clarity, it is agreed that all firefighters employed by Newmarket immediately prior to January 1, 2002 will remain employed by Newmarket, all firefighters employed by Aurora immediately prior to January 1, 2002 will be employed by Aurora and all new firefighters employed by Newmarket after January 1, 2002 will be employed by either Newmarket or Aurora on such basis and subject to terms and conditions as will be negotiated by Newmarket and Aurora.

The Parties agree that any transition or implementation costs incurred to give effect to the requirements of this paragraph shall be paid by each Party in accordance with each Party's proportionate share of that year's budget.

- 12.6 The terms and provisions of this Section and Section 10 shall survive any termination of this Agreement.

13. Transition Costs

- 13.1 The Parties acknowledge that in order to ensure that this Agreement may become effective on the Effective Date, the Parties will incur costs between the date of this Agreement and the Effective Date. The Parties agree that the Town of Newmarket shall be responsible for and pay 60% of all such costs and the Town of Aurora shall be responsible for and pay 40% of all such costs.

14. Notice

- 14.1 Any notice which is permitted or required pursuant to this Agreement shall be in writing and shall be served personally or by registered mail upon the Clerk of each of the Parties at the following addresses:

The Corporation of the Town of Aurora
100 John West Way, P.O. Box 1000
Aurora Ontario L4G 6J1
Attention: Clerk

The Corporation of the Town of Newmarket
395 Mulock Drive, P.O. Box 328, Station Main
Newmarket, ON L3Y 4X7
Attention: Clerk

15. Severability

15.1 In the event that any covenant or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail, but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement, which shall otherwise remain in full force and effect.

16. Estoppel

16.1 No party or Parties shall call into question, directly or indirectly, in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Parties or any of them to enter into this Agreement or the enforceability of any term, agreement, provision, covenant and/or condition contained in this Agreement, and this clause may be pleaded as an estoppel as against any such party in any proceedings.

17. Successors and Assigns


This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

IN WITNESS WHEREOF each of the Parties hereto has affixed its corporate seal by the hands of its proper officers on the date inscribed on the first page of this Agreement.

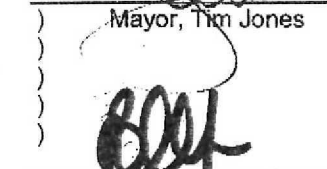
SIGNED, SEALED AND EXECUTED

THE CORPORATION OF THE TOWN OF AURORA

APPROVED	
TOWN OF AURORA	
Council	<input checked="" type="checkbox"/>
Committee	<input type="checkbox"/>
Date	Oct 9 2001
Report #	ES01-07

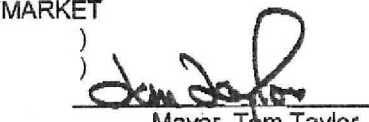


Mayor, Tim Jones

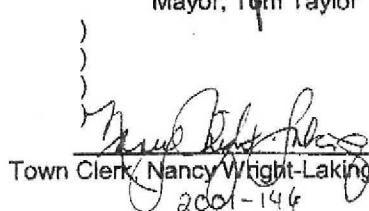


Town Clerk, Bob Panizza

CORPORATION OF THE TOWN OF NEWMARKET



Mayor, Tom Taylor



Town Clerk, Nancy Wright-Laking
2001-146

**BY-LAW 2001-146
SCHEDULE A**

**TERMS OF REFERENCE FOR THE AURORA-NEWMARKET FIRE
AND EMERGENCY SERVICES COMMITTEE**

Schedule A

**TERMS OF REFERENCE FOR THE AURORA-NEWMARKET FIRE AND
EMERGENCY SERVICES COMMITTEE**

MISSION PURPOSE AND OBJECTIVE

The Fire & Emergency Services Committee is charged with the responsibility of providing and administering a borderless single tier level of fire protection and prevention services throughout the entire geographic area for both the Towns of Aurora and Newmarket, in accordance with the Consolidated Fire Services Agreement, as well as the obligations contained in the Fire Protection and Prevention Act as amended and any regulations passed thereunder.

Although accountable to both the Council of the Town of Aurora and the Town of Newmarket, it is the responsibility of Committee members to make decisions which shall favour neither municipality, but will provide an equal level of service to all of the combined residents of both municipalities.

Mission Statement

Excellence in the provision of preventative and protective fire and emergency services to the communities of Aurora and Newmarket.

1. RESPONSIBILITIES OF THE COMMITTEE

The Fire & Emergency Services Committee shall be delegated the following responsibilities in fulfilling the mission statement:

1. Conduct planning for the provision of effective and efficient fire and emergency services, in accordance with the Consolidated Fire Services Agreement including fire suppression, fire prevention, fire safety, education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all these services, in a fiscally prudent manner within the municipalities;
2. Present & maintain a Fire & Emergency Services Master Plan to meet the community needs and provide strategic direction for approval of the Municipal Councils
3. Recommend service levels, capital budgets, and operating budgets in accordance with the consolidated Fire Services Agreement and the approved Fire & Emergency Services Master Plan;
4. Administer the provision of fire services to the municipalities in accordance with the approved plans and budgets including the provision and use of facilities, equipment, human resources and programs;

5. Ensure that any agreements currently in effect relating to communications services and mutual aid with other municipalities are maintained and properly performed;
6. Provide regular and proactive information to the Councils of the participating municipalities on the operations of the consolidated fire services

2. ESTABLISHMENT OF COMMITTEE

A joint Committee of the Municipal Councils of Aurora and Newmarket shall be formed and constituted as of January 1, 2002 for the purposes of providing and administering fire protection and preventative services for both municipalities in accordance with the Consolidated Fire Services Agreement.

The Committee shall be called the "_____", or such other name as the Municipal Councils may decide, from time to time.

Membership

The Committee shall total six (6) members, composed of three (3) members of the Municipal Council of Aurora and three (3) members of the Municipal Council of Newmarket, whose terms shall be concurrent with the term of the Councils which appointed them. No member shall be permitted or eligible for membership for more than two (2) consecutive terms.

Any member may be removed or replaced at any time by the municipality on whose behalf the member was appointed.

No compensation shall be paid to the members in respect of their service on the Committee.

In an election year no meeting of the Committee shall be convened during that period of time between the municipal election and the appointment of the newly elected Members of Council to the Committee.

The Committee shall prepare a report/minutes outlining the Committee's activities to each Municipal Council following each meeting.

Chair/Vice-Chair

The Committee shall elect a Chair and Vice-Chair annually from its members. At any given time the Chair and Vice-Chair shall not both be members from the same municipality and the appointments shall rotate annually (i.e. where an Aurora member is Chair one year, a Newmarket member shall be Chair the subsequent year, and so on.) Each shall serve for a one (1) year term, unless a shorter term is determined by the Committee.

Duties of the Chair

- Call the meeting to order as soon after the hour fixed for the holding of the meeting as quorum is present
- Announce the business of the Committee in the order in which it appears on the agenda
- Announce any disclosures of interest
- Receive and submit all motions moved and seconded by a member



EXECUTIVE SUMMARY

This Central York Fire Services 2014 Fire Department Master Plan Update (FDMPU) has been developed to provide the Central York Fire Services (CYFS) with a strategic framework to update the current 2008 – 2017 Fire Department Master Plan Update. It is also to assist the Town of Newmarket and the Town of Aurora Councils in making decisions regarding the provision of fire protection services based on their local needs and circumstances.

The analyses and recommendations contained within this plan have been prepared with regard for the legislated responsibilities of the municipalities as contained within the *Fire Protection and Prevention Act* (1997) (FPPA) and the *Occupational Health and Safety Act* (OHSA).

Our interpretation of the Joint Council Committee, Town of Aurora Council and Town of Newmarket Council commitment to public safety is to provide the optimal level of fire protection services as determined through the analyses of the “needs and circumstances” of the Town of Aurora and Town of Newmarket as referenced in the FPPA. This includes their commitment to achieving the most cost effective and efficient level of fire protection services resulting in the best value for both communities.

Significant emphasis has been placed on the use of Public Fire Safety Guidelines (PFSG) and the resources provided by the Office of the Fire Marshal and Emergency Management (OFMEM). One of the primary roles of the OFMEM is to provide assistance to municipalities through the provision of information and processes to support determining the fire protection services a municipality requires based on its local needs and circumstances. The Comprehensive Fire Safety Effectiveness Model and Fire Risk Sub-Model are examples of the OFMEM documents that have been utilized to prepare this FDMPU.

Within the Province of Ontario the delivery of fire protection services are guided by the FPPA including the strategic optimization of the three lines of defence which include:

- I. Public Education and Prevention;***
- II. Fire Safety Standards and Enforcement; and***
- III. Emergency Response.***

Optimization of the first two lines of defence has proven to be an effective strategy in reducing the impacts of fire, and fire related injuries across the province. Recently the Fire Marshal indicated that further optimization of programs targeted specifically at the first two lines of defence must be a priority for fire services within Ontario. Emergency response including fire suppression resources are a necessary tool in managing the overall fire risk within a community. However, as indicated by the Fire Marshal, preventing fires through the delivery of education and prevention programs, and utilization of the appropriate fire safety standards and enforcement strategies is the most effective means to further reduce the impacts of fire, and fire related injuries across the province.

The analyses within this report recognize three strategic priorities for the delivery of fire protection services within the Town of Aurora and the Town of Newmarket (municipalities / community) including:

- *The utilization of a Comprehensive Community Risk Assessment to determine the level of existing and projected fire safety risks within the two municipalities as the basis for assessing the current and future fire protection services;*
- *The optimization of the first two lines of defence including public education and prevention, and the utilization of fire safety standards and enforcement to provide a comprehensive fire protection program within the two municipalities based on the results of the Comprehensive Community Risk Assessment; and*



- *Emphasis on strategies that support the sustainability of fire protection services that provide the most cost effective and efficient level of fire protection services resulting in the best value for the community.*

The FPPA states that, "every municipality shall, establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances."

In our view the CYFS reflects a progressive fire service that, with the support of the current municipal Councils and JCC, has developed a comprehensive fire protection plan that is supported by a high degree of public satisfaction and support. The findings of this FDMPU reflect that the Town of Aurora and Town of Newmarket are currently providing a level of fire protection services commensurate with their legislated responsibilities as defined by the Fire Protection and Prevention Act, 1997 (FPPA). A summary of the 2014 Fire Department Master Plan Update recommendations are provided below.

Summary of 2014 FDMPU Recommendations

This review assessed the recommendations of the 2008-2017 Master Fire Plan Update of the Central York Fire Services. All of the recommendations contained within the 2008 plan were reviewed in completing this update. The majority of the 2008 recommendations have been implemented, where recommendations have not been acted upon, or work may be in progress they are addressed within this review. Additional recommendations are also included to assist the department in achieving its strategic objectives. The following are the recommendations of this 2014 – FDMPU:

Strategic Report:

1. *That subject to the consideration and approval of the 2014 Fire Department Master Fire Plan Update by the Joint Council Committee, the Town of Newmarket Council, and the Town of Aurora Council, that the Fire Chief be directed to update the Consolidated Fire and Emergency Services Agreement, and the required Establishing and Regulating By-Laws of both Towns.*
2. *That the Consolidated Fire and Emergency Services Agreement be revised to include that in conjunction with updating the Master Fire Plan on a five year cycle, that the updated Master Fire Plan include a Financial Business Plan including the operating and capital requirements for the next five year cycle for the delivery of fire protection services.*
3. *That the Fire Chief be directed update the Comprehensive Community Risk Assessment on an annual basis and include it within the CYFS Annual Report to the Joint Council Committee.*

Administration Division:

4. *It is recommended that the Joint Committee of Council review the Consolidated Fire and Emergency Services Agreement, including the status of the 2014 Fire Department Master Plan Update, CFESA Budget Process, Facility Management and CFESA Reporting Structure.*
5. *That the CYFS prioritize the development of a mission statement, vision statement and organizational values through a process of staff engagement and consultation.*



6. *That subject to the consideration and approval of the 2014 Fire Department Master Fire Plan Update by the Joint Council Committee, the Town of Newmarket Council, and the Town of Aurora Council, that the Fire Chief be directed to include the performance objectives identified within 2014 Fire Department Master Fire Plan Update and report against them as part of the CYFS annual operating and capital budget submission.*
7. *That the current part-time Administrative Assistant position be converted into a full-time position to support the administrative needs of the CYFS, and that the Administration Coordinator continue to identify efficiencies and the need for any additional administrative staff.*
8. *That the Town of Newmarket implement the position of Network and Communications Coordinator within the CYFS to oversee the technology needs of the department including the development of a Technology Architecture Plan in consultation with the Newmarket Information Technology department.*
9. *That the position of Human Resource Consultant be reinstated as a full-time position supporting the CYFS. This staff position would be a member of the Human Resources Department at the Town of Newmarket, providing full-time support to the CYFS (reporting to the Fire Chief and Director of Human Resources).*
10. *That job descriptions and a performance development program, consistent with the Town of Newmarket program be developed for all unionized CYFS staff.*
11. *That the CYFS prioritize professional development including a formal succession planning process that recognizes the importance, and provides the opportunities for mentoring, secondments, job shadowing, and cross training within the department, and where external opportunities may be identified.*
12. *That the CYFS develop a Standard Operating Guideline in consultation with the York Regional Police Services for joint responses.*
13. *That the CYFS explore further shared services opportunities and joint purchasing opportunities with the other emergency services within York Region.*

Prevention /Education Division:

14. *That subject to the consideration and approval of the Fire Department Master Plan Update by the Joint Council Committee, the Town of Newmarket Council, and the Town of Aurora Council, the proposed Fire Safety Program Delivery Cycles included within the Fire Department Master Plan Update be included within the Establishing and Regulating By-Laws of both Towns.*
15. *That an additional full-time position of Fire and Life Safety Educator be created to reflect CYFS continued commitment to optimizing the first two lines of defence and the delivery of public fire and life safety programs.*
16. *That an additional Fire Inspector position be created to reflect Councils' continued commitment to optimizing the first two lines of defence and the delivery of public fire and life safety programs.*



17. That subject to the consideration and approval of the Fire Department Master Plan Update by the Joint Council Committee, the Town of Newmarket Council, and the Town of Aurora Council, the proposed enhanced Fire Inspection Cycles included within the Fire Department Master Plan Update be included within the Establishing and Regulating By-Laws of both Towns.
18. That the CYFS develop a Fire Prevention Policy that reflects the requirements of PFSG 04-45-12 "Fire Prevention Policy" for consideration and approval by the JCC to be included within a new Establishing and Regulating By-law for each municipality.
19. That CYFS develop an SOG for Fire Investigation following the framework of PFSG 04-52-03 Fire Investigation Practices as presented within this FDMPU.
20. That in consultation with staff from both Towns the CYFS initiate a review of the current by-laws regulating the display and sales of fireworks, and that where possible the by-laws of both Town be revised to be consistent in definition and application of the regulations.
21. That the CYFS implement the proposed fire prevention/public education staffing model as presented within the Central York Fire Services Fire Department Master Plan Update.

Fire Suppression Division:

22. That the CYFS emergency response dispatch protocols be revised to reflect the proposed minimum staffing deployments for low, moderate and high risk occupancies (Table 16) and the proposed revised performance objectives for emergency response (Table 19).

Table 16: Recommended Depth of Response – CYFS

Fireground Critical Tasks		Low Risk	Moderate Risk	High Risk
Incident Response	Incident Command	1	1	1
	Pump Operator	1	1	1
	Additional Pump Operator	0	0	1
	Initial Attack Line (Confine & Extinguish)	2	2	2
	Additional Attack Line (Confine & Extinguish)	0	2	2
	Search and Rescue	0	2	2
	Initial Rapid Intervention (RIT)	0	2	2
	Ventilation	0	2	2
	Water Supply- pressurized	0	1	1
	Forcible Entry Team	0	1	2
	Laddering	0	0	2
	Exposure Protection	0	0	2
	Incident Safety Officer	0	0	1
	Accountability	0	0	1
	Rehabilitation	0	0	2
	Minimum firefighter deployment	4	14	24



Table 19: Recommended Revised CYFS Performance Objectives

<i>Initial Response</i>
<i>CYFS should strive to achieve a goal of first arriving crew consisting of at least three firefighters and an officer responding to emergencies within 6 minutes and 20 seconds of receiving an emergency call, 90% of the time.</i>
<i>Depth of Response</i>
<i>CYFS should strive to achieve a goal of responding to reported structure fires with fourteen firefighters within ten minutes and 20 seconds, 90% of the time.</i>
<i>Turnout Time</i>
<i>CYFS should strive to achieve a goal of 80 seconds or less for turnout time of firefighters, 90% of the time.</i>

23. That the CYFS continue to prioritise pre-incident planning and work towards the development of Quick Action Plans for all buildings within the CYFS response area with priority assigned to high risk buildings.
24. That the CYFS develop a fifth fire station (Station 4-5) including space for administration, fire prevention/public education, and training, including a new training centre in the area of the intersection of St. John's Sideroad and Industrial Parkway within the short-term (1-2 year) horizon of this five year plan.
25. That in considering the recommendation for a fifth fire station (Station 4-5) with administrative and training functions (as proposed within the 2014 FDMPU) the CYFS also consider the current use of fire Station 4-1 as a headquarters facility and the identified infrastructure improvements in considering the sustainability of this station, reuse or alternative use, or the relocation of Station 4-1 in close proximity to its current location in a similar building to that of Station 4-4.
26. That the CYFS implement a phased recruitment process for 20 additional firefighters to be coordinated with the development and construction of the fifth fire station (estimated completion late 2016) proposed within the FDMPU.
27. That the Town of Newmarket and Town of Aurora should include the CYFS in the ongoing planning and development of the road network where emergency response travel times may be impacted as the result of traffic calming measures, road network design and development, and traffic congestion.
28. That the CYFS develop an SOG for wildland/grass fires that identifies staff roles and responsibilities and identifies the operation of Utility 410.
29. That the CYFS should continue to develop tanker operations and achieve a certified tanker shuttle accreditation.
30. That the JCC request an update from Public Works staff of both Towns to develop a strategic time frame to implement the Fire Hydrant Compatibility Plan referenced in Fire Services Report 2013-06 to update flow rates and fire hydrant conspicuity.



Training Division:

31. That CYFS hire an administrative assistant dedicated to supporting the needs of the Training Division in the immediate horizon of the plan.
32. That CYFS hire a third Training Officer as a dedicated position to replace the secondment position implemented in 2011.
33. That the CYFS implement the position of Assistant Deputy Chief - Training and Emergency Management within the short-term (1-2 year) horizon of this five year plan.
34. That the proposed Assistant Deputy Chief - Training & Emergency Management be designated the Community Emergency Management Coordinator (CEMC) as well as being tasked with monitoring the workload pressures on the training division as a result of the increased fire suppression staffing proposed, technological changes affecting training, changes in provincial regulations, administrative support and corresponding need for increased staffing in three to five years as recommended by the 2008 plan.
35. That the role of the Training Officers should be clarified in a Standard Operating Guideline. Their responsibilities should be noted as:
 - Researching and developing appropriate training programs for all CYFS staff;
 - Developing and delivering (or assisting with the delivery) of new training initiatives;
 - Ongoing review of training records and assessing individual progress;
 - Overseeing a quality assurance program for the delivery of all training programs; and
 - Monitoring the CYFS requirements for certification, and compliance with legislative and regulatory requirements for staff training.
36. That Standard Operating Guidelines be developed to provide clear direction to all staff as to their roles and responsibilities relative to department training and staff development.
37. That the CYFS conduct a comprehensive training facilities assessment as part of the design and development of the proposed fifth fire station.
38. That the CYFS develop an enhanced Comprehensive Annual Training Program to facilitate the transition of the CYFS to the NFPA Professional Qualifications Standards adopted by the OFMEM.



Central York Fire Department

"Proudly protecting the communities of Aurora and Newmarket"

Benchmark Analysis 6 - 8 minute range For All Stations

Response Data for Emergency Responses Only

2015/01/01 to 2015/12/14

Legend: TOE=Time of Enroute TOA=Time of Arrival TOC=Time of Call TOD=Time of Dispatch

Statistical Information

Call Processing

# of Incidents	3294
Total < 1 min.	3015
Percentage	91.5 %

TOC - TOD

Turnout

Total Unit Response	4377
Turnout < 60 sec	2027
Percentage	46.3 %

TON - TOE

Turnout

Total Unit Response	4377
Turnout < 80 sec	3217
Percentage	73.4 %

TON - TOE

Turnout

Total Unit Response	4377
Turnout < 90 sec	3613
Percentage	82.5 %

TON - TOE

Under 4 Minutes

# of 1st in Units	3294
Total < 4 min.	1870
Percentage	56.7 %

TOE - TOA

Under 6 Minutes seconds

# of 1st in Units	3294
Total < 6min	2090
Percentage	63.4 %

TOC - TOA

Under 6 Minutes 20 seconds

# of 1st in Units	3294
Total < 6min 20 sec	2314
Percentage	70.2 %

TOC - TOA

Under 6 Minutes 30 seconds

# of 1st in Units	3294
Total < 6min 30 sec	2422
Percentage	73.5 %

TOC - TOA

Under 6 Minutes 40 seconds

# of 1st in Units	3294
Total < 6min 40 sec	2507
Percentage	76.1 %

TOC - TOA

Under 6 Minutes 50 seconds

# of 1st in Units	3294
Total < 6min 50 sec	2587
Percentage	78.5 %

TOC - TOA

Under 7 Minutes

# of 1st in Units	3294
Total < 7 min.	2428
Percentage	73.7 %

TOC - TOA

Under 8 Minutes

# of 1st in Units	3294
Total < 8 min.	2995
Percentage	90.9 %

TOC - TOA



CENTRAL YORK FIRE SERVICES

2015-12-15

Fire Services Report 2015-10

To: Joint Council Committee
Origin: Central York Fire Services – Deputy Chief
Subject: **55' Aerial / Quint Cost Increase**

RECOMMENDATIONS

THAT the Joint Council Committee (JCC) approve additional funds from reserve to purchase a replacement Aerial / Quint device due to a shortfall in the budget;

AND THAT JCC authorize the Director of Finance and the Manager of Procurement to fund from reserve the replacement apparatus by \$366,000.00 CDN (excluding any applicable taxes);

COMMENTS

To obtain Joint Council Committee (JCC) approval for a 2015 Capital Budget amendment due to the further devaluation of the Canadian dollar as compared to the American dollar.

BACKGROUND

As part of the 2015 budget process, a replacement fire apparatus was approved in the amount of \$900,000.00 CDN (at the time the Canadian dollar was \$91.79). Newmarket Procurement initiated a Request for Proposal (RFP) process. The bid closed on October 15, 2015 and two (2) proposals were received by Corporate Services – Procurement Services Department. Due to the strengthening American dollar in comparison to the Canadian dollar there is a serious impact on the cost of emergency apparatus as the majority of fire apparatus are built in the United States.

When the 2015 budget was developed the exchange rate at the time was \$1.0847 CDN and upon the closing of the proposal, the exchange rate had changed to \$1.2904 CDN according to the Bank of Canada Daily Noon Exchange Rate. This exchange rate variance has caused a significant shortfall resulting in the Canadian dollar being at the lowest exchange rate in eleven years.

During the period from June 2014 (when vendor provided a cost estimate) to October 15th 2015 the cost of the fire apparatus has increased by approximately 20%.

The preferred vendor as evaluated by Central York Fire Services (CYFS) and the Procurement Manager is Safetek Emergency Vehicles. They are the supplier of our current two aerial devices and as such having the new apparatus from Safetek will ensure compatibility/consistency within the fleet, assist with fleet maintenance, training and Health and Safety of Firefighters.

The replacement of this 1996 Freightliner Telesquirt (Fleet # 96-05) has been approved by JCC and is in compliance with the Fleet Replacement Schedule.

BUDGET IMPACT

The 2015 Capital Budget provides funding for the purchase of a fire apparatus, however, because fire vehicles are typically constructed in the United States and the actual market value could not be known until the tendering process was undertaken. The current budget allotment is insufficient to cover the proposed bid price.

Collectively, based on the quoted prices, there is a budget variance of \$366,000.00 CDN on the Canadian prices quoted. The bid submission include a clause allowing for the proponent to apply a currency fluctuation calculation to adjust the price if the value of the Canadian dollar changes significantly compared to the U.S. dollar. The bid submission also include an option to pay in U.S. funds and both have provided payment incentives over the approximate one year build-out period.

The prices quoted in this report represent the unadjusted bid price in Canadian dollars. Upon final award, depending on the exchange rate of the day and the incentives that can be applied, it may be advantageous for the Town to purchase U.S. Funds and pay for future apparatus in U.S. dollars.

The 2015 Capital Budget allotment for the 55' Aerial / Quint apparatus is \$900,000.00 and the recommended proponents bid is **\$1,236,000.00 (excluding any applicable taxes)**.

CONSULTATION

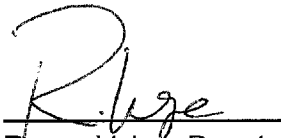
Director of Finance and the Manager of Procurement, Town of Newmarket

IMPACT ON THE MASTER FIRE PLAN

The replacement of this apparatus is consistent with the Fire Department Master Plan Update (FDMPU 2014).

CONTACT

Deputy Chief Rocco Volpe

A handwritten signature in black ink, appearing to read 'R. Volpe', is written over a horizontal line.

Rocco Volpe, Deputy Chief
Central York Fire Service