



# Agenda

## Central York Fire Services - Joint Council Committee

Tuesday, March 6, 2018 at 9:30 AM  
Holland Room – Town of Aurora

### Additions & Corrections to the Agenda

### Declarations of Pecuniary Interest

### Presentations

1. **Draft 10-year Financial Plan**  
Town of Newmarket Treasurer Mike Mayes

### Deputations

### Approval of Minutes

2. **Central York Fire Services – Joint Council Committee Meeting Minutes of January 9, 2018**

### Items

3. **CYFS-JCC Preliminary Q4 Report**  
Report to be distributed when available
4. **Naloxone Agreement between Fire Services and the Region of York**

### New Business

### Closed Session (if required)

### Adjournment



# Minutes

Tuesday, January 8, 2018 at 9:30 AM

Town of Newmarket

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The meeting of the Central York Fire Services - Joint Council Committee was held on Tuesday, January 9, 2018 in the Cane Room, Town of Newmarket, 395 Mulock Drive, Newmarket, Ontario.

## **Members Present**

Newmarket:

Councillor Twinney, Chair  
Councillor Bisanz

Aurora:

Councillor Thompson, Vice Chair  
Councillor Abel

Regrets:

Councillor Hempen  
Councillor Mrakas

## **Staff Present**

Newmarket:

R. Shelton, Chief Administrative Officer  
M. Mayes, Director of Financial Services/Treasurer  
D. Schellenberg, Manager of Finance & Accounting  
L. Georgeff, Director of Human Resources  
L. Long, Supervisor of By-law Services  
K. Saini, Deputy Town Clerk, Recording Secretary

Aurora:

D. Nadorozny, Chief Administrative Officer  
D. Elliot, Director of Financial Services/Town Treasurer  
M. Eddie, Manager of By-law Services

Central York Fire Services:

I. Laing, Fire Chief  
R. Volpe, Deputy Fire Chief  
R. Comeau, Deputy Fire Chief  
R. Schell, Chief Fire Prevention Officer

Guests:

The meeting was called to order at 9:32 AM with Councillor Twinney in the Chair.

## **Additions & Corrections to Agenda**

There were no additions or corrections to the agenda.

## **Declarations of Pecuniary Interest**

There were no declarations of pecuniary interest.

## **Presentations**

There were no presentations.

## **Deputations**

There were no deputations.

## **Approval of Minutes**

### **1. Central York Fire Services – Joint Council Committee Meeting Minutes of November 7, 2017**

Moved by: Councillor Abel  
Seconded by: Councillor Bisanz

1. That the Central York Fire Services - Joint Council Committee Meeting Minutes of November 7, 2017 be approved.

**Carried**

## **Items**

### **2. Presentation regarding Central York Fire Services Framework for Multi-Year Budgeting**

Mr. Mike Mayes provided a presentation entitled “Central York Fire Services Framework for Multi-Year Budgeting”. The presentation provided a background on the budget process, assumptions, trends and drivers, and a structure for a 10-year financial plan. He advised that a draft Asset Management Plan is being developed for Central York Fire Services, and it will be presented to the Joint Council Committee in March.

Moved by: Councillor Thompson  
Seconded by: Councillor Bisanz

1. That the presentation provided by Mr. Mike Mayes entitled “Central York Fire Services Framework for Multi-Year Budgeting” be received.

**Carried**

### **3. Verbal Report regarding Bill 148, Fair Workplaces, Better Jobs Act**

Ms. Lynn Georgeff provided a verbal update regarding Bill 148, Fair Workplaces, Better Jobs Act. It was noted that a number of changes resulting from the legislation were now in effect as of January 1, 2018, and that a second phase of amendments would take place April 1, 2018 followed by further amendments January 1, 2019. She noted that amendments included policies and requirements regarding matters such as personal emergencies, extended pregnancy leave, vacation pay, public holiday pay calculation, access to information, process for changes to schedules or established shifts and equal pay for equal work.

Moved by: Councillor Abel  
Seconded by: Councillor Thompson

1. That the verbal report provided by Ms. Lynn Georgeff regarding Bill 148, Fair Workplaces, Better Jobs Act be received.

**Carried**

### **4. Firefighter/Paramedic Proposal**

Fire Chief Laing provided information regarding the report, and discussion ensued. There was discussion regarding the dispatch process for emergency services, and the Association of Ontario Municipalities' (AMO) and Emergency Services Steering Committee (ESSC) position on the firefighter/paramedic proposal. He further noted that Central York Fire Services (CYFS) would be moving forward with providing Symptom Relief at medical incidents as authorized by the department's Medical Director. Currently, CYFS is trained and equipped to administer Naloxone and the additional protocols would include using Epinephrine (Epi-pens) for individuals who are in anaphylactic shock, and providing 80 mg. of Aspirin to individuals with cardiac or stroke symptoms.

It was recommended that staff report back to the Joint Council Committee with further information regarding AMO's position at a future meeting.

Moved by: Councillor Thompson  
Seconded by: Councillor Abel

1. That Joint Chief Administrative Officer's (Newmarket & Aurora) and CYFS Fire Chief, Corporate Services Report – Financial Services 2017-59 dated December 14, 2017 regarding Firefighter/Paramedic Proposal be received for information purposes; and,
2. That staff continue to monitor developments and update Joint Council Committee, as required.

Carried

## 5. Burning By-law

Deputy Chief Comeau, Chief Prevention Officer Schell, Ms. Mandie Eddie, and Ms. Lesley Long provided information regarding this report. There was discussion regarding nuisance smoke, items that can and cannot be burned under Aurora and Newmarket's by-laws, and the complaints process for residents. There was discussion about the Towns of Aurora and Newmarket's by-law departments working together with Central York Fire Services to develop a communication plan and joint process for handling complaints regarding outdoor burning.

Moved by: Councillor Bisanz  
Seconded by: Councillor Thompson

1. That Fire Services Report 2017-04 dated May 9, 2017, regarding Outdoor Burning By-law be received; and,
2. That there will be no amendments to the current Outdoor Burning By-laws 2009-64 and Bylaw 511-09; and,
3. **That staff be directed to present an education and communication plan at a future Joint Council Committee meeting along with a joint process for handling complaints.**

Carried

## New Business

### 6. Carbon monoxide detectors for individuals in need

Fire Chief Laing reminded the Committee that Central York Fire Services is being presented with a cheque for \$5100 to be used towards supplying carbon monoxide detectors for individuals in need. The presentation of the cheque will occur at Fire Station 4-1 at 3:30 PM on January 9, 2018.

### 7. Recovery of expenses related to motor vehicle collisions

Fire Chief Laing advised the Committee that Central York Fire Services will be reviewing opportunities to recover costs associated with attending motor vehicle collisions. He noted that information would be presented to a future Committee meeting.

## 8. Projected 2017 Year-End Financial Results

Ms. Dawn Schellenberg advised that due to higher than budgeted payment of lieu time and legal invoices, the projected year-end financial results will be closer to a break even versus a \$50,000 surplus as previously forecasted at the end of the third quarter.

### **Closed Session (if required)**

Councillor Twinney advised that there was no requirement for a closed session.

### **Adjournment**

Moved by: Councillor Thompson  
Seconded by: Councillor Abel

1. That the Central York Fire Services Joint Council Committee adjourn at 11:10 AM.

**Carried**

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Date

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Councillor Twinney, Chair

This Agreement dated February 8, 2018

**B E T W E E N:**

**THE REGIONAL MUNICIPALITY OF YORK**  
(the "Region")

- and -

**CENTRAL YORK FIRE SERVICES (CORPORATION OF THE  
TOWN OF NEWMARKET)**  
(the "Service")

**RECITALS:**

- A. The Service wishes to perform services with respect to the administration of Naloxone;
- B. The Region wishes to provide Naloxone to the Service pursuant to the terms and conditions of this Agreement;
- C. Regional Council, through adoption of Clause 14 Report No. 13 of the Committee of the Whole, authorized the expansion of the Region's Harm Reduction Program to support local opioid response initiatives, including distribution of Naloxone kits to eligible community organizations and service providers, as well as a development of a system for early warning and surveillance of opioid overdoses in York Region.

**NOW THEREFORE**, the Parties agree as follows:

**1. DEFINITIONS**

In this Agreement, the following definitions will apply:

- (1) **"Agreement"** means this agreement between the Region and the Service;
- (2) **"Person"** means a person who receives a Naloxone from the Service pursuant to this Agreement;
- (3) **"Medical Officer of Health"** means the Medical Officer of Health for the Region or his designate;
- (4) **"Naloxone"** means an opioid overdose reversal kit and/or naloxone refills provided to the Service by the Region that includes Naloxone nasal spray;
- (5) **"Party"** means a party to this agreement; and

- (6) “Services” means the services provided by the Service pursuant to section 2 of this Agreement.

## **2. OBLIGATIONS OF THE SERVICE**

The Service agrees to perform the following:

- (1) develop policies and procedures for the administration and storage of Naloxone prior to administering any Naloxone to a Person;
- (2) ensure that the Service’s staff receive appropriate training with respect to the administration and storage of Naloxone; and
- (3) administer Naloxone to Persons in accordance with all applicable provincial and federal laws and directives.

## **3. RECORDS AND DATA COLLECTION**

The Service shall maintain and submit to the Region information and statistics regarding the administration of Naloxone by the Service under this Agreement, as requested by the Region. In doing so, the Service shall complete the applicable forms set out in this Agreement as Schedule “A” and submit to the Region.

## **4. REPRESENTATIONS AND WARRANTIES**

The Service represents and warrants that:

- (1) it is conducting its Service’s operations in compliance with all applicable federal, provincial and municipal laws, and all rules, regulations, by-laws, notices, orders, approvals, directives, protocols, policies and guidelines;
- (2) it has authority and any necessary approval to enter into this Agreement and to carry out its terms; and
- (3) it has the legislative authority to carry out the Services.

## **5. TERM OF THIS AGREEMENT**

This Agreement shall be in effect from February 8, 2018, until terminated by one of the Parties in accordance with section 12 of this Agreement.



## 6. OBLIGATIONS OF THE REGION

- (1) Subject to the availability of ongoing funding and direction from the Province of Ontario, the Region shall use best efforts to make Naloxone available to the Service in a timely manner. The Region assumes no responsibility for any unauthorized use of the Naloxone by the Service.

## 7. OCCUPATIONAL HEALTH AND SAFETY ACT

- (1) The Service shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990, c.0.1 and all regulations thereunder, as amended from time to time (collectively the "OHSA").
- (2) Nothing in this section shall be construed as making the Region the "employer" (as defined in the OHSA) of any workers employed or engaged by the Service for the Services, either instead of or jointly with the Service.
- (3) The Service acknowledges and represents that:
- (a) The staff have been provided with training and possess the knowledge and skills to allow them to work safely;
  - (b) The Service has provided, and will provide during the course of the Agreement, all necessary personal protective equipment for the protection of workers;
  - (c) The Service has in place occupational health and safety policies in accordance with the OHSA; and
  - (d) The Service has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.
- (4) The Service shall immediately advise the Medical Officer of Health or his designate in the event of any of the following:
- (a) An order(s) is issued to the Service by the Ministry of Labour arising out of the subject matter of this Agreement;
  - (c) A charge is laid or a conviction is entered arising out of the subject matter of this Agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, R.S.C 1985, c. C-46, as amended and the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c. 16, Sched. A, as amended.

- (4) The Parties agree that employees of the Region, including senior officers, have no

authority to direct, and will not direct, how employees, workers or other persons employed or engaged by the Service do work or perform a task that is the subject of this Agreement.

## **8. WORKPLACE SAFETY AND INSURANCE ACT**

- (1) The Service must be in compliance with the *Workplace Safety and Insurance Act* throughout the Agreement and shall submit to the Region a valid Workplace Safety and Insurance Board (“WSIB”) Clearance Certificate prior to the commencement of the Agreement and at any time during the Agreement at the Region’s request.
- (2) Where the Service is not required to be registered with the WSIB and is not covered by WSIB Optional Insurance, the Service shall maintain Employer’s Liability Insurance in the amount of not less than two million dollars (\$2,000,000.00) per occurrence. Evidence of this coverage shall be included on the Region’s standard Certificate of Insurance form.

## **9. INDEMNIFICATION**

The Service shall indemnify and hold harmless the Region, its Chair, Council members, officers, agents and employees, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Region and against all losses, liabilities, judgments, claims, suits, demands or expenses which the Region may sustain, suffer or be put to resulting from or arising out of the Service’s failure to exercise reasonable care, skill or diligence or from any omission in the performance of the Agreement. This indemnification shall include any legal costs incurred by the Region on a substantial indemnity basis, including those incurred to defend any criminal prosecutions against the Region resulting from the actions of the Service. This indemnity shall survive the expiration or termination of this Agreement.

## **10. INSURANCE**

Without restricting the generality of the requirement to indemnify the Region, the Service shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the Region’s Insurance and Risk Manager. Listed below are the insurance requirements deemed necessary for the Agreement by the Region’s Insurance and Risk Manager.

### **Commercial General Liability Insurance**

Commercial General Liability (“CGL”) insurance must include the Region as an Additional Insured, with limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months), and Standard Non-Owned Automobile Liability with limits of not less than one million dollars (\$1,000,000.00).

### **Automobile Liability Insurance**

Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. Coverage shall be in the form of a standard owner’s form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Service.

The Region will accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.

Such coverage must in all respects be satisfactory to the Region’s Insurance and Risk Manager and shall be maintained continuously by the Service from either the commencement of the Services or the signing of the Agreement, whichever is earliest. The policies must be endorsed to provide the Region with not less than thirty (30) days’ written notice in advance of cancellation, or any change or amendment restricting coverage.

All of the above insurance must be evidenced on the Region’s standard Certificate of Insurance form.

## **11. CONFIDENTIAL INFORMATION**

- (1) The Region, at its own cost and expense and upon being requested by the Service so to do, will provide such information as is in the opinion of the Region’s Medical Officer of Health is necessary in connection with this Agreement. The Service shall treat as confidential and proprietary to the Region all information, documentation, models or materials of any kind which are provided by the Region or come to the attention of the Service in the course of carrying out the Services and shall not use or disseminate such information or materials for any reason without the express written permission of the Region (“Confidential Information”).

- (2) The Service shall not use, disclose, disseminate or reproduce or in any way making known to third parties or to the public any Confidential Information of the Region communicated to or acquired by the Service in the course of carrying out the Services, except:
  - (a) as may be strictly required for the purposes of carrying out the Services, or as expressly permitted in advance by the Region in writing, or
  - (b) as may be required by law to be disclosed pursuant to a court or tribunal order or other legal compulsion and, if so compelled, the Service shall only furnish the portion of the Region Confidential Information that it is legally required to furnish.
  
- (3) Any reports or other documentation delivered to the Region by the Service shall become the property of the Region and may be subject to disclosure under the terms of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56.

## **12. TERMINATION**

- (1) The Region or the Service may, at any time and without cause, terminate the Agreement upon 7 calendar days' notice to the other Party.
  
- (2) Either Party may immediately terminate the Agreement if the other Party fails to comply with the terms of the Agreement.

## **13. AUDIT**

The Region may audit and inspect documents relating to the subject matter of the Agreement and shall have the right to make copies thereof upon reasonable notice to the Service. The Service shall cause all such documents to be preserved and kept available for audit and inspection at any reasonable time, and from time to time, until the expiration of two (2) years from the date of termination of this Agreement pursuant to section 12.

**14. NOTICE**

- (1) Any notice herein required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given if either delivered personally or sent by facsimile transmission or by mail and addressed as follows:

**In the case of the Region to:**

The Regional Municipality of York  
50 High Tech Road  
Richmond Hill, Ontario L4B 4N7  
**Attention:** Yvonne Cheung, Manager, Healthy Living, Public Health  
**Facsimile:** 905-762-2091

**In the case of the Service to:**

Central York Fire Services  
984 Gorham Street  
Newmarket, ON L3Y 1L8  
**Attention:** Rocco Voipe, Deputy Fire Chief  
**Facsimile:** 905-895-1900

- (2) Any notice given in accordance with subsection (1) is effective on the date of delivery of the notice if hand delivered or on the day of transmission by facsimile, or on the third business day following the date of mailing, as the case may be.
- (3) Either Party may at any time give notice under this section to the other of a change of address or facsimile and thereafter such changed address or facsimile shall be substituted for the previous address set out in subsection (1).

**15. COMPLETE AGREEMENT**

- (1) This Agreement and its Schedule constitute the complete and exclusive statement of the Agreement between the Parties.
- (2) This Agreement may be changed only by a written amendment signed by authorized representatives of both parties.

**16. FORCE MAJEURE**

The Parties acknowledge that in the event of circumstances beyond the control of either Party such as a community disaster, a strike, a fire, a communicable disease outbreak or

other situation in which a Party's obligations under this Agreement would substantially interfered with, the Party reserves the right to suspend performing its obligations under this Agreement immediately without penalty until such time as the Party reasonably determines that it is able to resume performance of its obligations under the Agreement.

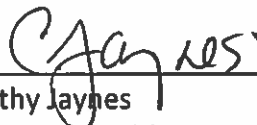
This Agreement takes effect from the first date written above.

**THE REGIONAL MUNICIPALITY OF YORK**

Authorized by Clause 14, Report No. 13 of the Committee of the Whole, adopted without amendment by Regional Council on October 19, 2017 and Bylaw 2016-3 enacted and passed by Regional Council on January 21, 2016



Name: Dr. Karim Kurji  
Title: Medical Officer of Health



Name: Cathy Jaynes  
Title: Director, Healthy Living

We have authority to bind the Corporation

Town of Newmarket  
Delegation By-Law 2016-17  
Section: 3 & 7  
Schedule: D  
Item: 8

**CENTRAL YORK FIRE SERVICES (CORPORATION OF THE TOWN OF NEWMARKET)**



Name: Ian Laing  
Title: Fire Chief

I/We have authority to bind the Corporation.

**Schedule "A"**

**Naloxone Order Form**

**Ontario Naloxone Program – Reporting Form**

**(See Attached)**

**Naloxone Order Form**  
**Ontario Naloxone Program**  
**York Region Public Health for Ministry of Health & Long-Term Care**

**Ordered By:**

<b>Organization Name:</b>			
<b>Last Name:</b>		<b>First Name:</b>	
<b>Email:</b>		<b>Telephone Number:</b>	
<b>Address:</b>			
<b>Order Date:</b> (dd/mm/yyyy)			

**Order:**

Description	Units/Containers	Total Number Required
Naloxone Hydrochloride 4mg Nasal Spray Kit	2x4mg pre-assembled kits	
Naloxone Hydrochloride 4mg Nasal Sprays Refills	2x4mg nasal sprays	

**Additional Order Information (To be shared with Naloxone Distribution Lead)**

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Your order form may be submitted electronically (preferred) to:  
[substancemisuse.referrals@york.ca](mailto:substancemisuse.referrals@york.ca)

Should you not be able to submit electronically, you may submit via fax at: **905-762-2091**

**(Attention to: Substance Misuse Prevention)**

Questions can be directed to the Substance Misuse Prevention Program at 1-877-464-9675 x. 76683, [substancemisuse.referrals@york.ca](mailto:substancemisuse.referrals@york.ca)



## Ministry of Health and Long-Term Care Ontario Naloxone Program

### Police and Fire Services Quarterly Reporting Form to York Region Public Health

<b>Org. Name:</b>		<b>Quarter:</b> (see below)	
<b>Contact:</b>	<b>Email:</b>	<b>Tel:</b>	

#### Key outcomes for the quarter:

Output	Number	
Number of individuals (who are not a member of a police and/or fire service) who were administered naloxone by your organization. Please specify the number of doses each individual received. <u>E.g.:</u> 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	Individual(s)	Dose(s)
	10	1
	8	2
Number of police and/or fire service members who were administered naloxone by your organization. Please specify the number of doses each individual received. <u>E.g.:</u> 10 individuals received 1 dose becomes: 10 individuals, 1 dose 8 individuals received 2 doses becomes: 8 individuals, 2 doses	Individual(s)	Dose(s)
	10	1
	8	2
Number of times paramedics came to the scene when a member of your organization administered naloxone.		

Please provide any additional information you feel is pertinent to the York Region Public Health and Ministry of Health and Long-Term Care, including information about drug trends in your community:

#### Due Dates

<b>Q1 (April – June)</b>	<b>Q2 (July – September)</b>	<b>Q3 (October – December)</b>	<b>Q4 (January – March)</b>
<b>July 15</b>	<b>October 15</b>	<b>January 15</b>	<b>April 15</b>

Your reporting form may be submitted electronically (preferred) to: [substancemisuse.referrals@york.ca](mailto:substancemisuse.referrals@york.ca)  
 Should you not be able to submit electronically, you may submit via fax at: **905-762-2091 (Attention to: Substance Misuse Prevention)**