

## CONSOLIDATED FIRE AND EMERGENCY SERVICES AGREEMENT

This Agreement made the ~~14<sup>th</sup>~~<sup>1<sup>st</sup></sup> day of ~~December 2020~~<sup>November, 2001</sup>

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;

~~AND WHEREAS Newmarket and Aurora entered into a consolidated fire service agreement on January 1, 2002 and wish to rescind that agreement and replace with this Agreement;~~

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

### Definitions

~~"Assistant Deputy Fire Chief" means the Assistant Deputy Fire Chief of the Department, as hired by the Town of Newmarket appointed by by-laws of the Municipal Councils of both Aurora and Newmarket who shall also serve as the Assistant 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).~~

"Committee" means the ~~Joint Council~~<sup>Consolidated Fire and Emergency Services</sup> Committee (~~JCC~~),<sup>1</sup> 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 Administrative Officer" means the Chief Administrative Officer of the Town of Newmarket and maybe referred to in this Agreement as the CAO.~~

~~"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 ~~Central York~~<sup>Consolidated</sup> Fire and Emergency Services (~~CYFS~~)<sup>Department</sup>, or such other name ~~for the Department~~ as the Municipal Councils may decide from time to time.

"Deputy Fire Chief" means the Deputy Fire 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., ~~March~~January 1, ~~2021~~2002.

"Fire 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).

"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~~ "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 Town of Newmarket By-Law 2009-110 (A By-Law to appoint a Fire Chief for the amalgamated fire and emergency services department – CYFS), ~~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 in the Town of Newmarket By-Law 2016-54 (A By-Law to appoint a Deputy Fire Chief for the amalgamated fire and emergency services department - CYFS) ~~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 CAO, 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 ~~is known as Central York Fire Services or CYFS. 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 ~~D and forming part of this Agreement. Schedule D may be amended by the parties by mutual agreement without requiring an amendment to this agreement. Schedule D shall continue in full force and effect since it's expiry until further amended~~"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 ~~B~~<sup>D</sup> 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 (15<sup>th</sup>) 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 solely 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 With respect to Station 4-5 located at 300 Earl Stewart Drive, Aurora, and future fire stations that are similarly jointly purchased and constructed by the parties, all capital expenditures related to structural work, additions and repairs to the building would require review by the Committee and approval by Municipal Councils. If the cost is \$10,000 or higher, the capital expenditure will be jointly funded with the current cost sharing formula. Any capital expenditures less than \$10,000 will be expensed in CYFS operating budget.

6.9

~~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.

~~6.109~~ 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.

~~6.1140~~ 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.



6.1211 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 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 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.~~

~~7.47.4 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

~~8.18.1 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.

~~8.23~~ 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.

~~8.34~~ 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.

~~8.45~~ 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.

~~8.56~~ 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.

~~8.67~~ The Collective Agreement must be submitted for approval of and ratification by the Municipal Council of Newmarket.

~~8.78~~ 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~~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 C, "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 ~~ensure~~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

)  
)

~~Tom Mrakas, )~~ Mayor,  
~~Tim Jones~~

)  
)  
)  
)

~~Michael DeRond, Town Clerk,~~  
~~Bob Panizza~~

CORPORATION OF THE TOWN OF NEWMARKET

)  
)

~~John Mayor, Tom Taylor,~~  
Mayor

)

)  
)  
)

Lisa Lyons, Town Clerk, ~~Nancy Wright-Laking~~





**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 ~~ana~~ 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

~~The Committee shall provide and administer. 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
- Put to a vote all questions, which have been moved and seconded, or otherwise arise in the course of the proceedings and announce the results
- Decline to put to a vote any motion not in order
- Confine members engaged in debate within the rules of order
- Enforce the observance of order and decorum among members
- Name any member persisting in breach of the rules of order
- Receive all messages and other communication and announce them to the Board
- Rule on points of order
- Adjourn or suspend the meeting in the event of a grave disorder
- Designate the member who has the floor
- Have a vote in all matters of the Committee

### **Board Secretariat**

The Municipal Clerk of the Town of Newmarket, or his or her designate, shall serve as the Secretary to the Committee, and shall be present at all meetings, and shall be responsible to maintain custody of all records, minutes, agreements and any other documents associated with the Committee.

The agenda shall be prepared by the Secretary of the Committee in consultation with the Fire Chief or, in his or her absence, the Deputy Fire Chief.

### **Procedures**

Unless otherwise provided for in these terms of reference, the procedural by-law of the Town of Newmarket shall apply to the proceedings of the Committee.

### **Meetings**

Meetings shall be held regularly each month in conjunction with the municipal council schedule or as such other time a meeting is required. A schedule shall be developed by the Secretariat with all Members agreement. Location of meetings will be rotated in both municipalities, to be planned at the time of scheduling. ~~The first meeting of the Committee shall be held on Monday, January 7, 2002 at 7:00 p.m. at the Town of Newmarket.~~

Notice of meetings shall be provided by circulating the agenda to each member not less than five (5) business days prior to the meeting. Special meetings may be called without notice by ~~the a majority vote of all members achieved through a telephone or FAX poll by the~~ Chair, CAO or by the Fire Chief or the Deputy Fire Chief at the Request of the Fire Chief~~Chair~~.

Meetings conducted by the Committee shall be open to the public, subject to the following, and notice of them shall be published in the manner that the Committee determines.

The Committee may exclude the public from all or part of a meeting or hearing where a matter to be considered includes:

- a) the security of the property of the municipalities;
- b) personal matters about an identifiable individual, including employees of the municipalities;
- c) a proposed or pending acquisition of land for purposes of the municipalities;
- d) labour relations or employee negotiations with respect to the municipalities;

- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipalities; or
- f) a matter in respect of which the Committee, Council or other body has authorized a meeting to be closed under the Municipal Act or another Act
- g) the receipt of advice that is subject to solicitor client privilege including any communications necessary for that purpose.

### **Quorum**

In order to constitute a quorum, at least two (2) members appointed by Newmarket and two (2) members appointed by Aurora shall be present at all times, and all matters shall be decided by a majority vote of the members attending, each of whom shall have one (1) vote including the Chair. In the event of a tie, the matter shall be deemed to have been denied or refused.

### **Majority**

Any decision or recommendation of the Committee shall require the following:

- a) The concurring vote of a majority of the members present, and
- b) A concurring vote from at least one representative of each municipality.

A tie vote is considered a defeated vote.

## **3. ROLE OF THE COMMITTEE**

The Committee shall make recommendations in accordance with the Consolidated Fire Services Agreement with respect to the service standards namely;

- fire & emergency services master plan
- annual capital & operating budgets
- labour contracts and amendments
- fire communication services and mutual aid agreements
- purchases or contracts related to fire services

Notwithstanding the above referenced responsibilities, the Town of Newmarket shall be responsible for any negotiations and execution of agreements related to any labour relation contracts and amendments thereto.

The Committee will be responsible for coordinating the “Central York Fire Services” ~~“\_\_\_\_\_” Fire & Emergency Services Department, which includes both full-time and volunteer firefighters.~~ The Committee shall ensure the efficient and proper delivery of Fire and Emergency Services throughout the municipal boundaries of Aurora and Newmarket in accordance with the Consolidated Fire Services Agreement and service standards approved by the Council of both municipalities including and extending to the following:

- a) establish a program in the municipalities, which must include public education with respect to fire safety and certain components of fire prevention;
- b) establish and maintain ~~an~~ annual fees for services schedule;

- c) engage in mutual aid relationships with adjacent Fire and Emergency Services providers in York Region;
- d) provide a tiered response to emergency events in Aurora and Newmarket;
- e) examine the feasibility of providing Fire and Emergency Services to other municipalities and the receipt of like services from other municipalities, subject to the collective bargaining agreement;
- f) meet all obligations and responsibilities of Aurora and Newmarket under the Fire Protection and Prevention Act, as amended and any regulations thereunder;
- g) consider the recommendations of the Fire Marshal concerning the operation of the Department and delivery of services to Aurora and Newmarket and report to the Municipal Council of the parties concerning these recommendations
- h) from time to time as needed, participate in the process for the recruitment of a Fire Chief;
- i) develop, with the Fire Chief, an ongoing communications process, including a quarterly report between the Department and the Municipal Councils;
- j) review departmental organization; and
- k) review such other matters as the Municipal Councils may determine.

Notwithstanding the above referenced functions, the Committee shall not interfere with any of the Fire Chief's statutory duties.

The Committee shall review and maintain a Master Fire and Emergency Services Plan that would establish and harmonize service levels throughout Aurora and Newmarket and standardize operating procedures for the Department. The Committee shall be responsible for providing at no time less than the current level of service in existence for the delivery of Fire & Emergency Services of each municipality, at the time of the effective date of this agreement.

The Committee may meet with any other municipalities that are interested, with the objective of expanding the service area of the Committee for the provision of Fire and Emergency Services beyond Aurora and Newmarket and consolidating Regional Fire and Emergency Services. Following such discussions, the Committee shall report to Aurora and Newmarket concerning the proposed amendments to this Agreement to implement such arrangements.

#### **4. ROLE OF THE FIRE CHIEF**

The Fire Chief shall act as the Department Head for the Department and shall have all of the powers and responsibilities as set out by the appointment by-laws of the participating municipalities, the job description, the Consolidated Fire Services Agreement and the *Fire Protection and Prevention Act, 1997*.

For the purposes of the Consolidated Fire & Emergency Services Agreement, the Fire Chief shall be an employee of the Town of Newmarket. Notwithstanding this, the Fire Chief shall act as the Fire Chief for both the Town of Newmarket and Town of Aurora and shall report to both Councils through the Committee for the provision of fire protection services in accordance with the standards established by ~~CYFS, the Consolidated Fire & Emergency Services Agreement.~~ In addition to this, the Fire Chief shall also have access to the Council of the Town of Aurora for the purpose of discussing Fire & Emergency Services related issues that may impact the Town of Aurora.

## 5. PURCHASING AND PROCUREMENT

The purchase of equipment, materials and services for the operation of the ~~CYFS Fire and Emergency Services Dept.~~ shall be governed by the Town of Newmarket Purchasing Policies and Procedures, and the provisions of the collective bargaining agreement. The Town of Newmarket is hereby authorized to execute any documents and agreements for the Fire & Emergency Services Dept., which have been authorized by the Committee or the Fire Chief.

The Committee shall have the authority of the "Municipal Council", as outlined in the Town of Newmarket Purchasing Policies and Procedures, to approve expenditures for the operation of the Department, including the acquisition of capital property, equipment, rolling stock and supplies subject to the approved capital and operating budgets.

The Fire Chief shall have authority as the "Department Head" to approve expenditures for the operation of the Department, including the acquisition of equipment, rolling stock and supplies subject to the approved capital and operating budgets. Such authority shall be exercised in accordance with the spending level authority, financial controls as outlined in the Newmarket Purchasing Policies and Procedures.

## 6. BUDGET

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, in accordance with the Consolidated Fire Services Agreement and the approved Fire and Emergency Services Master Plan. The estimates shall be submitted to each of the Municipal Council of Aurora and Newmarket for approval.

~~BY-LAW 2001-146~~

SCHEDULE B

~~MASTER FIRE AND EMERGENCY SERVICES PLAN~~

~~AURORA-NEWMARKET~~

~~FIRE AND EMERGENCY SERVICES~~

~~MASTER FIRE PLAN~~

~~2002 - 2011~~

~~September 22, 2001~~



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## ~~1.0 INTRODUCTION~~

~~The Fire Protection and Prevention Act 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"~~

~~The "...such other fire protection services..." clause of the Fire Protection and Prevention Act is clearly stated and authorized via Council adoption of its Fire and Emergency Master Fire Plan.~~

### ~~1.1 PURPOSE OF THE MASTER PLAN~~

~~The Aurora-Newmarket Fire and Emergency Master Fire Plan details goals, objectives, and actions for the purpose of providing fire and emergency service to the citizens of Aurora and Newmarket.~~

~~The Master Fire Plan will provide direction to staff at the Corporate and Departmental levels plus Council as a tool to aid in the preparations of budgets, operating plans, and standard operating guidelines~~

### ~~1.2 GOALS AND OBJECTIVES OF THE MASTER PLAN~~

~~Identify areas of service that are to be provided by the Fire and Emergency Services Department (the "Department").~~

- ~~1. Identify the levels of service that are to be provided.~~
- ~~2. Identify how services are to be provided.~~
- ~~3. Outline the tasks and actions that are to be taken to supply the services as listed.~~
- ~~4. Ensure that services and their levels of provision are based on community demands and needs plus recognized provincial standards and practices.~~
- ~~5. Identify creative, resourceful methods of providing fire and emergency services which place significant emphasis on the prevention of occurrences that cause property losses, injuries, deaths, and environmental damages.~~

### ~~1.3 SCOPE OF THE MASTER PLAN~~

~~This Master Fire Plan covers all aspects of fire and emergency services that are mandated by Municipal and Provincial Statutes. The Plan focuses on a five-year period from 2002 to 2006, with a ten-year projection to 2011. It is intended that the Master Fire Plan will be updated for presentation to Aurora and Newmarket Councils every 5 years.~~

## ~~2.0 MASTER PLANNING PROCESS~~

~~The Master Fire Plan is developed by the management of the Department with continued and extension input from the Fire Fighters Association. Various committees as necessary will be established for the purpose of reviewing and updating any aspect of the Master Fire~~

~~Plan. All committees will have membership from both the management and fire fighters association unless otherwise agreed to by both parties. Appendix A details the Master Planning Committee Terms of Reference and Planning Guidelines. Ministry of the Solicitor General and Correctional Services Public Fire Protection Guidelines will form a backbone to the process.~~

### ~~3.0 DEPARTMENTAL GOAL, OVERALL OBJECTIVES, AND STATEMENT OF PRINCIPLES~~

#### ~~GOAL~~

~~*“To provide the citizens of Aurora-Newmarket with prompt and effective prevention and response emergency service which PREVENTS OR REDUCES THE OCCURRENCE OF LIFE LOSS, INJURY OR PROPERTY LOSS resulting from fire, environmental conditions, accidents, health problems or other abnormal circumstances.”*~~

#### ~~OVERALL OBJECTIVES~~

- ~~● Minimize Departmental costs.~~
- ~~● Provide levels of service that adequately meet the community needs.~~
- ~~● Administer and enforce applicable local and provincial legislation, regulations, and by-laws.~~
- ~~● Provide a wide range of prevention and response services that aim to achieve the Goal.~~

#### ~~STATEMENT OF PRINCIPLES~~

~~While working toward achieving the Goal and Overall Objectives, the following principles will be applied:~~

- ~~● provide service in an efficient and effective manner while working within economic, technical and humanistic constraints;~~
- ~~● remain consistent with the principles and directives of the Councils of the Towns of Aurora and Newmarket;~~
- ~~● consider staff to be the most valuable resource;~~
- ~~● facilitate an environment that maximizes human potential while meeting the Departmental Goal and Objectives;~~
- ~~● strive to provide a high quality of working life for all staff.~~
- ~~● respect the context of existing collective agreements and recognize the collective bargaining process as the appropriate channel for resolving labour relations issues under collective agreements and the Fire Protection and Prevention Act.~~
- ~~● respect the contents of this document although it is recognized that unexpected changes in demographics, population, service area or provincial standards/guidelines may create the need to reevaluate any or all aspects of the Master Fire Plan prior to the normal expected review period.~~

### ~~4.0 SERVICE DELIVERY SYSTEM~~

~~The total service delivery system will be comprised of internal Departmental services as well as external service providers.~~

#### ~~4.1 THE FIRE AND EMERGENCY SERVICES DEPARTMENT~~

~~The Department and its staff play the principle role in service delivery through a combination of direct service provision and support functions. For management and operational purposes, the Department is divided into three divisions:~~

- ~~• Administration~~
- ~~• Suppression/Training~~
- ~~• Fire Prevention~~

~~Details of the above Divisions are listed in appropriate Departmental Policies/Guidelines.~~

#### ~~4.2 OTHER MEANS OF SERVICE DELIVERY~~

##### ~~a. COMMUNICATIONS:~~

~~Emergency call processing and dispatching service is provided by the Town of Richmond Hill's Fire and Emergency Service Department based on an annual fee for service contract. Continuing to purchase such service from an outside source is planned.~~

##### ~~b. MUTUAL AID EMERGENCY RESPONSE ASSISTANCE:~~

~~Through a provincially mandated system, back-up assistance for large-scale emergency situations that overtax local resources, is provided among the nine municipalities in York Region.~~

##### ~~c. AUTOMATIC AID:~~

~~An automatic aid agreement means any agreement under which a municipality agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department in the municipality is capable of responding more quickly than any fire department situated in the other municipality; or~~

~~a municipality agrees to ensure the provision of a supplemental response to fires, and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of the other municipality.~~

##### ~~d. SECONDARY FIRE INVESTIGATIONS:~~

~~The Ministry of the Solicitor General and Correctional Services through the Office of the Fire Marshal will provide investigative services for large loss fires and situations that involve criminal acts. When such investigations are conducted, Departmental staff shall participate as required on the team that usually includes York Region Police investigators.~~

##### ~~e. TECHNICAL ADVISORY:~~

The Office of the Fire Marshal provides assistance with initial investigations and general fire prevention matters through its Technical Services Section.

**f. STAFF DEVELOPMENT SERVICES:**

Some education and training services are provided through the Ontario Fire Marshal's Ontario Fire College and Field Service.

**g. PUBLIC ASSISTANCE AND OTHER SUPPORTS:**

Some limited service delivery occurs by other agencies and organizations that deal mostly in the areas of fire prevention.

**h. EXTERNAL CONSULTATIONS:**

Municipal Fire and Emergency Services Departments within and outside York Region will be consulted to ensure efficiency and effectiveness of service.

**i. LOCAL AMBULANCE SERVICES:**

Local ambulance services will provide, in addition to their own emergency medical service mandate, assistance to the Department in providing emergency medical service and other emergency and non-emergency services. Partnering and sharing will continue as much as possible, even under future changes that are pending for ambulance services in York Region.

**j. YORK REGIONAL POLICE AND THE ONTARIO PROVINCIAL POLICE:**

Police services will support the Department by providing traffic control service at vehicle accident and other emergencies. Crowd control and evacuation assistance is also provided at large scale incidents.

**k. OTHER CORPORATE AND YORK REGIONAL DEPARTMENTS:**

Other Town and York Region departments will provide assistance and backing on support issues such as water supply, mapping, vehicle maintenance, health services, human resources, finance, on an as-needed basis.

## **5.0 SERVICES PROVIDED**

It is important that not only the services to be provided by the Department are established in the Master Fire Plan but also the level at which these services will be provided. The Department will provide service to the community in the broad areas of:

- Fire Prevention and General Safety
- Fire Suppression and Emergency Response

Levels of service details are provided below.

### **5.1 LEVELS OF FIRE PREVENTION AND GENERAL PUBLIC SAFETY SERVICE**

**a. ~~INSPECTION SERVICE:~~**

~~Maintain an ability to conduct requested and mandated fire and safety inspection services within ten working days from the time of request.~~

**b. ~~FOLLOW-UPS TO INSPECTION SERVICE:~~**

~~Ensure those follow-up and additional services relating to inspections and inquiries are handled promptly.~~

**c. ~~ADVISORY SERVICE:~~**

~~Maintain an ability to respond to day-to-day inquiries and requests for advisory service within five working days from the time of request.~~

**d. ~~PLAN REVIEWS:~~**

~~Participate in reviewing plans for new building construction and renovations are part of the Developmental Planning Process. Assist building owners and occupants with the development and maintenance of site specific Fire Safety Plans in a prompt manner.~~

**e. ~~PROACTIVITY:~~**

~~Vigorously promote the use of on-site fire protection and detection systems for all types of occupancies, including special attention to residential dwellings.~~

~~Maintain a proactive approach to conducting inspection and enforcement activities by ensuring that target high-risk occupancies are routinely attended to.~~

**f. ~~PRIMARY INVESTIGATIONS:~~**

~~Immediately conduct primary investigations into the cause, origin, and circumstances of all large loss fires, explosions, or situations that could have resulted in the same in accordance with Departmental and Provincial Policies and Guidelines for Fire and Explosion Investigation.~~

**g. ~~SECONDARY INVESTIGATIONS:~~**

~~Immediately conduct or participate in the joint completion of secondary investigations into the cause, origin, and circumstances of all large loss fires, explosions, or situations that could have resulted in the same, in accordance with Departmental and Provincial Policies and Guidelines for Fire and Explosion Investigation.~~

**h. ~~PUBLIC EDUCATION:~~**

~~Conduct regular public education sessions and promotional programs to the public using a combination of no-charge methods and fee for services sessions. Annually aim to reach the majority of Aurora-Newmarket citizens at least three times per year via multiple media.~~

**i. ~~ENFORCEMENT:~~**

~~Consistently and firmly conduct enforcement activities to achieve compliance with Ontario Fire and Building Codes requirements.~~

~~j. **STATISTICAL COLLECTION AND ANALYSIS:**~~

~~Collect, and report to the Joint Council Committee as required, on appropriate response statistics as part of the overall Risk Management Program.~~

~~**5.2 LEVELS OF FIRE SUPPRESSION AND EMERGENCY RESPONSE SERVICE**~~

~~a. **RESPONSE TIMES, STAFFING, AND VEHICLES**~~

~~The established levels of emergency response services are based on single requests for service, which occur under normal conditions. Multiple and/or simultaneous and major emergency/disaster situations typically exceed the "standard" levels of services and are therefore considered anomalies which are beyond the approved "levels of services." Over the term of this plan, staffing levels shown in Appendix B are designed to provide the following:~~

- ~~— A 6-minute average initial staffing response time.~~
- ~~— A staffing level of ten responders on scene, within ten minutes, for all working structure fires utilizing on-duty and/or call-back staff plus mutual aid as necessary.~~
- ~~— A reduction in the number of false calls.~~
- ~~— On-duty staffing levels in accordance with the staffing schedule found in Appendix B.~~
- ~~— Vehicle levels in accordance with the vehicle acquisition and replacement plan found in Appendix D that is based on the life cycle schedule found in Appendix E.~~

~~b. **HAZARDOUS MATERIALS RESPONSE MITIGATION AND MANAGEMENT SERVICES**~~

- ~~— Provide hazardous material service to the Operations Level in conformance with NFPA 472.~~
- ~~— Maintain an ability to provide Hazardous Materials Incident Management Service in accordance with the York Region Incident Command System~~

~~c. **ICE/WATER RESCUE SERVICE**~~

- ~~— Provide ice/water rescue service at Level 3 "GO Rescue".~~

~~d. **CONFINED SPACE RESCUE SERVICE**~~

- ~~— Provide basic service to include scene stabilization and management until advanced service arrives from other Fire or Municipal Departments.~~

~~e. **VEHICLE EXTRICATION SERVICE**~~



- ~~— Provide provincially recognized and offered service including incident management, vehicle stabilization, patient care, extrication using power and hand tools, and fire suppression services.~~

~~f. — **EMERGENCY MEDICAL SERVICE**~~

- ~~— Maintain the provincially recognized Level A Tiered Response Service~~
- ~~— Maintain defibrillation service as sanctioned by the York Base Hospital Program~~

~~g. — **GENERAL PUBLIC ASSISTANCE SERVICE**~~

- ~~— Provide initial damage mitigation service to citizens whose property is being jeopardized by conditions that are out of their control.~~

~~h. — **EMERGENCY PREPAREDNESS SERVICE**~~

- ~~— Maintain an emergency preparedness system which is capable of providing overall management service for major emergencies or disasters that may occur within the municipal limits of Aurora and Newmarket which includes operating and staffing an emergency operations centre pursuant to the Emergency Plans of Aurora and Newmarket.~~
- ~~— Conduct education and training sessions for Aurora and Newmarket corporate staff to ensure that knowledge and skills levels are adequate for their participation in a major event.~~
- ~~— Test the Emergency Plan to ensure that it remains current to changing emergency preparedness processes and changes within Aurora, Newmarket and surrounding communities.~~

~~i. — **DEPARTMENTAL MANAGEMENT**~~

- ~~— Maintain a Departmental management structure and system that provides governance of the overall administration and operation of the Department in a manner that fulfils the goal, objectives, and statement of principles.~~

~~j. — **STAFF DEVELOPMENT**~~

- ~~— Utilize Departmental staff development standards, and any other applicable standards as recruitment and maintenance benchmark requirements for all positions within the Department.~~
- ~~— Develop Department Standard Operating Procedures and Guidelines to provide for the appropriate development of staff.~~
- ~~— Develop a five year Staff Development Operating Plan to implement the above.~~

~~k. STATIONS, EMERGENCY RESPONSE AND SUPPORT VEHICLES, AND EQUIPMENT INVENTORY AND MAINTENANCE (Numbers and Levels of Service)~~

- ~~— Supply and maintain an appropriate number of response stations, emergency response and support vehicles, and inventory of equipment in accordance with the community service demands (see Appendix "C" and "D").~~
- ~~— Maintain the inventory of stations, vehicles, and equipment to ensure reliability and durability of such stock through comprehensive and formalized maintenance programs including a "normal service life" analysis (see Appendix "E").~~

~~l. STUDENT CO-OPERATIVE EDUCATION AND PLACEMENT SERVICE~~

- ~~— In conjunction with Community Colleges, provide college student placement opportunities.~~

## ~~6.0 OPERATING PLANS~~

~~Operating Plans (Standard Operating Procedures or Guidelines) are either internal or external documents that direct and focus the Department's resources on the task(s) at hand. These plans will be developed as necessary using a committee process that will include management and staff resources as required.~~

### ~~6.1 PREVENTION AND GENERAL SAFETY~~

~~As noted earlier, under the Fire Protection and Prevention Act "...every municipality must establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention...".~~

~~As a minimum acceptable public education and fire prevention model, municipalities must provide the services listed below:~~

- ~~— Simplified risk assessment~~
- ~~— Smoke alarm program~~
- ~~— Fire safety education material distributed to residents/occupants~~
- ~~— Inspections upon complaint or when requested to assist with code compliance.~~

~~This section provides an overview of what should be included in a Fire Prevention and General Safety Operational Plan. A comprehensive prevention program will reduce the financial and operational burden new growth, development, and cultural changes will place on the provision of fire and emergency service in future years.~~

~~Public Education is an essential component to an effective prevention effort. A shift in communities "safety mindedness" specifically in the area of fire avoidance is required to more effectively reduce the number of fire incidents that occur in Aurora and Newmarket. Some expanded use of technology is~~

also required to augment the public education process and inspection enforcement processes.

### ~~6.1.1 OBJECTIVES~~

The Objectives listed in Section 3.0 form the basis for which the following actions apply.

### ~~6.1.2 ACTIONS~~

- ~~Develop a comprehensive Fire Prevention and General Safety Operational Plan that establishes and details Departmental and community activities aimed at improving and maintaining high levels of prevention programming so as to complete or compliment the following actions.~~
- ~~Adopt the Office of the Fire Marshal's Comprehensive Fire Prevention Effectiveness Model to guide development, implementation, and maintenance of the Prevention and Safety Program.~~
- ~~Through public education and advisory services, increase the amount of detection and alarm monitoring technology that is used in all structures and dangerous processes so that 100% of occupancies are covered by the year 2005.~~
- ~~Increase the number of installed sprinkler systems that are used in all non-residential occupancies, especially those that do not require by law such fire protection.~~
- ~~Promote the use of residential sprinkler systems with a target of establishing a pilot project within the communities new growth areas.~~
- ~~Conduct single family residential dwelling inspections on a request for service basis.~~
- ~~Participate in the establishment of the York Region safety village for the purpose of including and using a fire safety centre.~~
- ~~Formalize the "Learn Not To Burn Program" within the schools and implement the National Fire Protection Association Risk Watch Program to assist the police in addressing general public safety concerns.~~
- ~~Expand the "Older and Wiser Program" to ensure that the majority of senior citizens are reached at least annually with current information.~~
- ~~Continue conducting the residential Smoke Alarm Campaign and combine it with the Carbon Monoxide Public Education Campaign.~~
- ~~Conduct annual commercial, industrial, and public fire extinguisher seminars as prescribed in the Fire Prevention and General Safety Plan.~~

- Develop and implement an information management process, which supports the statistical collection, and analysis process.
- Develop a schedule for routinely conducting all types of inspections.

**6.2 FIRE SUPPRESSION AND EMERGENCY RESPONSE**

The Standard Operating Procedures or Guidelines for Fire Suppression and Emergency Response will be developed for each individual service commitment listed in Section 5.2. The response times, staffing and vehicle acquisition schedules provided in the Master Fire Plan together with existing Provincial legislation and guidelines will form the basis for these Standard Operating procedures or Guidelines.

**7.0 PLAN IMPLEMENTATION**

The Master Fire Plan will come into effect 12:01 a.m., January 1, 2002 as adopted by the Council of the Town of Aurora on October 9, 2001 and by the Council of the Town of Newmarket on October 15, 2001.

Implementation of the Master Fire Plan will be as described in the body of the Plan with budgetary requirements submitted to the Council of Newmarket during the normal budget process.

**8.0 PLAN UPDATES**

The Master Fire Plan shall project the needs and requirements of the Aurora-Newmarket Fire Services Department for a period of 10 years. Updates will be undertaken every 5 years or earlier if felt necessary by the Department, Newmarket Council or Aurora Council.

The components of the Master Fire Plan were developed based on the combined Aurora and Newmarket 2000 (and predicted 2006 and 2011) populations (as shown below in Table No. 1), geographic, demographics, service call volumes and expected levels of service premised on the existing Provincial standards and guidelines. Significant changes in any one of the noted variables may cause the Master Fire Plan to become obsolete and require the Master Fire Plan to be updated before the scheduled 5-year period.

Notification, in writing, will be provided to the Fire Fighters Association 90 days prior to implementation of any changes to the Master Fire Plan.

**TABLE NO. 1**

**POPULATION PROJECTIONS**

<b>MUNICIPALITY</b>	<b>2000 POPULATION</b>	<b>2006 POPULATION</b>	<b>2011 POPULATION</b>
<b>AURORA</b>	41,820	49,000	56,000
<b>NEWMARKET</b>	67,760	79,000	87,000

## APPENDIX A

### ~~Master Planning Committee Terms of Reference and Planning Guidelines~~

#### ~~GOAL~~

~~The Master Fire Plan is a strategic blueprint for fire protection that addresses all local needs and circumstances based upon costs the community can afford. The goal is to improve upon the efficiency and effectiveness of existing emergency services provided to the citizens of Aurora and Newmarket.~~

#### ~~GUIDING PRINCIPLES:~~

- ~~• The residents of any community are entitled to the most effective, efficient and safe fire services possible~~
- ~~• The content of existing collective agreements will be respected and the collective bargaining process will be recognized as the appropriate channel for resolving labour relations issues under the collective agreement and the *Fire Protection and Prevention Act*.~~
- ~~• Collective bargaining issues affecting public safety will be identified~~
- ~~• Those responsible must work within these parameters in making recommendations for improving municipal fire services~~

#### ~~PROCESS~~

~~The Master Fire Plan Committee must act as "visionaries" and should not work in isolation, but consider using help from beyond the Department and Corporation. Creative and resourceful approaches should be fostered during all phases of the Committee's work. The Committee should use Risk Management Methods to examine and evaluate alternative approaches and proposed changes.~~

~~In general, the Master Fire Plan Committee should follow the steps listed below:~~

- ~~• Review all aspects of the Fire and Emergency Services Department, including but not limited to the functions of administration, operations, prevention and staff development~~
- ~~• Review previous reports and documentation concerning the Department, legislation, the Town/Firefighter Collective Agreement, and other formal or informal agreements/arrangements~~
- ~~• Include citizen involvement through Committee and Sub-committee participation in specific activities~~
- ~~• Review how other municipalities and agencies provide emergency service~~
- ~~• Identify and evaluate existing alternative service delivery approaches, and/or develop new approaches to providing service~~
- ~~• Publish a Draft Copy of the Master Fire Plan including preferred recommendations for change~~

- ~~Include in the Master Fire Plan an implementation schedule and a five year forecast of needs and changes~~

~~Throughout the process, the Committee should keep informed of any planning or discussions in York Region or the Greater Toronto Area relative to fire and emergency services and appropriately tailor the Departmental plan to be compatible with the broader service delivery processes of the future.~~

~~The Committee should involve the participation of members of the Department and any Corporation that conducts business with and for the Fire Department. Assistance and input should be enlisted from interested stakeholders and organizations. Citizen assistance may be considered by direct involvement from a select group and/or through a public survey. The Committee should consider help from community groups or agencies on specific projects or matters during implementation and on an ongoing basis to carryout some aspects of the recommendations.~~

~~Risks/Costs/Benefits should be identified, examined, and considered when reviewing present approaches or when suggestions or options are prepared and presented as recommendations for inclusion in the Master Plan.~~

~~Basic questions the Committee should answer are:~~

- ~~Where are we now?~~
- ~~Where do we want to go?~~
- ~~How do we want to get there?~~
- ~~Who is going to get us there?~~
- ~~When are we going to get there?~~

~~The completed plan must be reasonable, financially sound, defensible, sellable and doable.~~

**APPENDIX B**

**Minimum Departmental Staffing**

**2002 - 2011**

POSITION	YEAR					
	2002	2003	2004	2005	2006	2011
CHIEF	1	1	1	1	1	1
DEPUTY CHIEF	1	1	1	1	1	1
PLATOON CHIEF						
— SUPPRESSION		4	4	4	4	4
— TRAINING						
— PREVENTION	1	1	1	1	1	1
CAPTAIN						
— SUPPRESSION	16	20	20	20	20	24
— TRAINING	2	2	2	2	2	2
— PREVENTION	1	1	1	1	1	1
FF - SUPPRESSION	64	80	80	80	80	96
FIRE INSPECTOR	3	3	3	3	3	4
ADMIN ASSISTANT						
— FULL TIME						2
— PART TIME	4	4	4	4	4	2
<b>TOTAL</b>	<b>93</b>	<b>117</b>	<b>117</b>	<b>117</b>	<b>117</b>	<b>138</b>

**NOTE:** — Two fire halls are assumed for each of Newmarket and Aurora over the term of this plan. Newmarket Stations 4.1 and 4.2 already exist, as does Aurora Station 6.1. Aurora Station 6.2 is assumed to be operational in 2005. The location of this new Aurora Station is currently slated for Leslie Street south of Wellington Street East. Confirmation of this location and final timing for construction is a priority matter.

— Dates to achieve staffing levels are assumed to be January 1 of the year indicated except for the following:

1. — For the year 2002, the Employer will endeavour to meet the staffing levels as set out by January 2 but not later than January 15, 2002.
2. — For the year 2003, the additional 16 suppression Firefighters and 4 suppression Captains will be operational as of September 1, 2003.
3. — Effective January 15, 2002 minimum staffing will be 4 vehicles with 4 Firefighters per vehicle inclusive of Officers.
4. — Effective September 2003 minimum staffing will be 5 vehicles with 4 firefighters per vehicle inclusive of Officers.

**APPENDIX C**

**Capital Acquisition Program**

**2002 - 2011**

<b>YEAR</b>	<b>PROPOSED CAPITAL PROJECTIONS</b>
2002	(a) Install exhaust air extraction systems (b) Replace defibrillator equipment (c) Purchase thermal imaging camera *
2003	(a) Install exhaust air extraction systems (b) Renovation to Edward St. Station **
2004	(a) Replace fitness equipment
2005	
2006	Replace industrial washing machine
2007	Replace existing thermal imaging camera
2008	
2009	(a) Replace heavy hydraulic rescue equipment for both Aurora and Newmarket (b) Replace breathing air compressor
2010	Replace pagers
2011	(a) Mechanical at Gorham Station (b) Replace breathing air compressor

\* — This second thermal imaging camera will supplement the existing camera providing one camera in each of the north and south ends of the service area.

\*\* — Depending on the location of the Rescue Pumper and construction of second Aurora Station



**APPENDIX D**

**VEHICLE ACQUISITION AND REPLACEMENT PROGRAM**

**2002 - 2011**

<b>YEAR</b>	<b>PROPOSED VEHICLE ACQUISITIONS AND REPLACEMENTS</b>
2002	
2003	Purchase platoon vehicle
2004	Replace utility pick-up
2005	Replace Aerial Truck*
2006	Replace 1988 Telesquirt
2007	
2008	Replace platoon vehicle
2009	Replace pumper
2010	Replace utility pickup
2011	New truck will be added by using one existing spare or purchase pumper.

\* Replacing the Aurora and Newmarket Aerial Trucks.

**APPENDIX E**

**MAJOR EQUIPMENT SCHEDULED LIFE-CYCLE**

<b>Equipment Item</b>	<b>Replacement (Years)</b>
Aerial truck	18
Rescue pumper	18
Telesquirt	18
Pumper	18
Chief's vehicle	Lease
Deputy Chief's vehicle	Lease
Platoon vehicle	5
Training vehicle	Lease
Prevention vehicles	Lease
Utility pick-up	10
Heavy hydraulic rescue equipment	10
Breathing air compressor	20
Thermal imaging camera	10
Defibrillator equipment	7
Fitness equipment (mechanized)	10

**BY-LAW 2001-146**

~~SCHEDULE C~~

~~A BY-LAW TO APPOINT A FIRE CHIEF FOR THE AMALGAMATED FIRE AND EMERGENCY SERVICES DEPARTMENT.~~

~~WHEREAS The Town of Newmarket and the Town of Aurora have approved the establishment of one Fire and Emergency Services Department to service both municipalities:~~

~~AND WHEREAS Section 207(1) paragraph 45 of the *Municipal Act, R.S.O. 1990, c.M. 45, as amended*, authorizes Council to appoint such officers or employees as may be necessary for the purposes of the Corporation of for carrying into effect any Act of the Legislature:~~

~~AND WHEREAS Section 6 (1) of the *Fire Protection and Prevention Act, 1997* provides that 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:~~

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

- ~~1. THAT \_\_\_\_\_ be and is hereby appointed Fire Chief for the Consolidated Fire and Emergency Service for the Town of Aurora and the Town of Newmarket and a "member" of the Fire Service as that term is defined in the *Fire Marshal's Act*.~~
- ~~2. THAT \_\_\_\_\_ is hereby authorized and required to carry out the duties and actions required in relation to the position of Fire Chief pursuant to the Town of Newmarket by laws and Acts of the Legislature;~~
- ~~3. AND THAT without limiting the generality of the foregoing, such duties and actions shall include implementing the provisions of the Fire Chief's role as an "assistant" of the Fire Marshal, as an "inspector" under the *Building Code Act*.~~
- ~~4. AND THAT such appointment be effective January 1, 2002 at 12:01 a.m. at which time by-law 1993-148 shall be repealed.~~

~~ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2001.~~

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Mayer

\_\_\_\_\_  
\_\_\_\_\_  
Town Clerk

**BY-LAW 2001-146**  
**SCHEDULE 'D'**

**STATEMENT OF FINANCIAL PRINCIPLES**

**FIRE/EMERGENCY SERVICES CONSOLIDATION PROJECT**

**Financial Principles**

All financial decisions will be guided by the following principles:

**General:**

1. The amalgamated Fire and Emergency service will be coordinated through the Joint Council Committee with consistent service standards for the entire area.
2. Budgeted expenditures and revenues, including capital purchases, will be consolidated with each municipality bearing their share of the net costs (total expenditures less total revenue) based on the cost allocation methodology attached.
3. Any annual operating surplus or deficit will be allocated to/from a stabilization reserve account with initial funding of such stabilization fund to be borne by each municipality based on the cost allocation methodology attached.
4. Integrated fire services are expected to improve service levels and contribute toward significant cumulative savings due to:
  - Shared capital and operating resources;
  - Minimization of administrative duplication
5. **The allocation of the aggregate annual costs to be avoided through the consolidation of fire/emergency services will be blended to ensure that both municipalities realize favourable benefits.**

**Start Up Costs:**

- ~~6. Includes only one-time costs to allow consolidated department to be established and are costs that would not be incurred without the consolidation of the department.~~
- ~~7. All such costs to be shared by each municipality based on the cost allocation methodology attached.~~

**Capital:**

- ~~8.6.~~ An independent, third party will evaluate significant (over \$5,000) individual pieces of equipment as to their condition and current value prior to the merger.
- ~~9.7.~~ Buildings will be owned by each municipality and not included in the significant capital assets evaluation.
- ~~10.8.~~ The municipality whose capital assets (excluding buildings) are not sufficient to meet their percentage contribution to the merged services will make a capital contribution(s) at some time in the future to bring their contribution up to the defined cost allocation percentage.

**Operating:**

~~11.9.~~ There will be a budget line for corporate overhead costs including:

- Clerical and administrative support of the JCC
- Human resources including recruitment, labour relations, etc.
- Support of Information technology and telecommunications equipment/networks
- Payroll
- Legal
- Financial including budget, audit, accounts payable and accounts receivable

~~12.10.~~ Revenue from Building Plan review and from Ambulance Services rental of space will be forecast for each municipality and included in shared revenue.

~~13.11.~~ Insurance of all assets except buildings will be a merged cost. Each municipality will own and insure their Fire Services buildings. All other operating costs will be treated as merged costs that will be subject to the defined cost allocation methodology.

**Cost Allocation Methodology**

Costs of operating the amalgamated fire service will be paid by each municipality based on the average of the following 3 calculations, equally weighted, at December 31, (and/or of each year). Payments will be made quarterly on February 15, May 15, August 15 and November 15

- Total assessment of municipality / Total assessment of both municipalities
- Total population of municipality / Total population of both municipalities
- Total calls for emergency response of municipality / Total calls for emergency response of both municipalities



~~SCHEDULE E~~

SCHEDULE C

**RULES OF ARBITRATION**

Jurisdiction and Scope

1. The Arbitral Tribunal (as defined below) appointed under these Rules will apply the provisions of the Arbitration Act of Ontario to any Arbitration conducted under this agreement except to the extent they are modified by the express provisions of these Rules.
2. Each party acknowledges:
  - (a) it will not apply to the Courts of Ontario or any other jurisdiction to attempt to enjoin, delay, impede or otherwise interfere with or limit the scope of the Arbitration or the powers of the Arbitral Tribunal; and
  - (b) the award of the Arbitral Tribunal will be final and conclusive and there will be no appeal; therefrom whatsoever to any court, tribunal or other authority.
3. The Arbitral Tribunal has the jurisdiction to deal with all matters relating to a Dispute including, without limitation, the jurisdiction:
  - (a) to determine any question of law, including equity;
  - (b) to determine any question of fact, including questions of good faith, dishonesty or fraud;
  - (c) to determine any question as to the Arbitral Tribunal's jurisdiction;
  - (d) to order any party to furnish further details, whether factual or legal, of that party's case;
  - (e) to proceed in the Arbitration notwithstanding the failure or refusal of any party to comply with these Rules or with the Arbitral Tribunal's orders or directions, or to attend any meeting or hearing, but only after giving that party written notice the Arbitral Tribunal intends to do so;
  - (f) to receive and take into account such written or oral evidence tendered by the Parties as the Arbitral Tribunal determines is relevant, whether or not admissible in law;
  - (g) to make one or more interim awards including, without limitation, orders to secure any amount relating to the Dispute;
  - (h) to order the Parties to produce to the Arbitral Tribunal and to each other for inspection, and to supply copies of any documents or classes of documents in their possession, power or control that the Arbitral Tribunal determines to be relevant; and
  - (i) to express awards in any currency.

### Place of Arbitration

4. Unless otherwise agreed, the Arbitration will be conducted in the Regional Municipality of York in the Province of Ontario at the location determined from time to time by the Arbitral Tribunal, but the Arbitral Tribunal may meet in any other place the Arbitral Tribunal considers necessary for consultation, to hear witnesses, experts or other Parties, or for the inspection of documents, goods or other property.

### Appointment of Arbitral Tribunal

5. As used in these Rules, the term “Arbitral Tribunal” means the Sole Arbitrator appointed under these Rules or the Arbitral Tribunal appointed under these Rules, as the case may be.
6. The Arbitration will be commenced by delivery of a Notice Requesting Arbitration (the “Complaint”) by the Claimant to the Respondent. The Complaint must describe the nature of the Dispute.
7. The Claimant and the Respondent may agree in writing upon the appointment of a single Arbitrator who will determine the Dispute acting alone (the “Sole Arbitrator”) or upon the appointment of a three –(3) member Arbitral Tribunal. If within five (5) days of the giving of the Complaint, the Claimant and the Respondent do not reach agreement on the appointment of the Sole Arbitrator, and then each of the Claimant and the Respondent may appoint an Arbitrator and provide the other party with written notice of such appointment. If one party does not provide such written notice, then the arbitrator who has been appointed by the other party will be the Sole Arbitrator and will constitute the Arbitral Tribunal.
8. If the Claimant and the Respondent each appoint an Arbitrator under Section 7 of these Rules, then, within five (5) days of the appointment of such Arbitrators, such Arbitrators shall choose a third Arbitrator as chair (the “Chair”) and give notice to the Claimant and the Respondent of such appointment, failing which the Chair may be appointed by a Judge of the Ontario Court (General Division) on the application of either the Claimant or the Respondent, on notice to the other. Upon giving of notice by the Arbitrators of the appointment of the Chair, or the appointment by a Judge of the Chair, as the case may be, the Chair and the other Arbitrators previously appointed will constitute the Arbitral Tribunal.
9. Any decision of the Arbitral Tribunal (including, without limitation, its final award made with respect to a Dispute or with respect to any aspect of, or any matter related to, the Arbitration (including; without limitation, the procedures of the Arbitration) will be made by either the Sole Arbitrator or by a majority of the Arbitral Tribunal, as the case may be. All decisions of the Arbitral Tribunal with respect to a Dispute, except procedural decisions, will be rendered in writing, and contain a recital of the facts upon which the decision is made and the reasons.

### Pre-Arbitration Meeting

10. The Parties shall meet with the Arbitral Tribunal within seven (7) days of the constitution of the Arbitral Tribunal for a pre-arbitration meeting to:
  - (a) identify the issues in dispute;
  - (b) discuss the procedure to be followed in the Arbitration;



- (c) establish time periods for taking certain steps, including the dates, time and location of the Arbitration; and
  - (d) deal with any other matter that will assist the Parties to settle their differences and assist the Arbitration to proceed in an efficient and expeditious manner.
11. The pre-arbitration meeting may take place by conference telephone call.
12. The Arbitral Tribunal shall record any agreements or consensus' reached at the pre-arbitration meeting and shall, within three (3) days of that meeting, send a copy of that document to each of the Parties or their representative.

### Conduct of the Arbitration

13. Subject to the Rules in this Schedule, the Arbitral Tribunal may conduct the Arbitration in the manner the Arbitral Tribunal considers appropriate, but each party shall be treated fairly and shall be given full opportunity to present a case.
14. Under this Schedule, the power of the Arbitral Tribunal includes, but is not limited to:
- a. ordering the Arbitration to be conducted by documents only, or with limited oral hearings;
  - b. controlling or refusing discovery examinations;
  - c. determining in what order issues will be dealt with;
  - d. limiting or extending the extent of document disclosure;
  - e. requiring further particulars of the claim and the issues advanced;
  - f. requiring earlier disclosure of intended witnesses and documents;
  - g. limiting the number of experts or refusing to allow expert evidence;
  - h. requiring the use of a single independent expert to deal with a particular issue or any number of issues;
  - i. requiring experts to file written reports in place of giving oral testimony;
  - j. requiring expert reports earlier in the process than required under this Schedule;
  - k. determining when and in what order experts will be heard;
  - l. setting dates, times and locations for the Arbitration'
  - m. ordering pre-arbitration meetings as required;
  - n. fixing and awarding costs, including solicitor/client costs and the costs of the Arbitration.

### Exchange of Documents

15. Within fifteen (15) days of the pre-arbitration meeting, or if the Parties agree that no pre-arbitration meetings will be held, within fifteen (15) days after the Arbitral Tribunal has been constituted, the Claimant shall send a written statement to the Respondent and the Arbitral Tribunal outlining the facts supporting the claim of the Claimant, the points at issue, and the relief or remedy sought.
16. Within fifteen (15) days after the Respondent receives the Claimant's statement, the Respondent shall send a written statement to the Claimant and the Arbitral Tribunal outlining the Respondent's defence, the facts supporting the defence, the Defendant's positions on the points at issue and the relief or remedy sought, and a written statement of the Respondent's counterclaim, if any.
17. The Respondent, by counterclaims, shall send a written statement to the Claimant and the Arbitral Tribunal outlining the Respondent's defence to the counterclaim within fifteen (15) days after the Respondent receives the counterclaim.
18. Each party shall submit with the party's statement a list of the documents upon which the party intends to rely and the list of documents shall describe each document by specifying its document type, date, author, recipient and subject matter.

### Amendment of or Supplemental Claim

19. The Arbitral Tribunal may, on application of a party or on the Arbitral Tribunal's own motion, order a party to produce any documents the Arbitral Tribunal considers relevant to the Arbitration within a time the Arbitral Tribunal specifies and, where such an order is made, the other party may inspect those documents and make copies of them.

### Production of Documents

20. The Arbitral Tribunal may, on application of a party or on the Arbitral Tribunal's own motion, order a party to produce any documents the ~~Arbitral~~Arbitral Tribunal considers relevant to the Arbitration within a time the Arbitral Tribunal specifies and, where such an order is made, the other party may inspect those documents and make a copies of them.
21. Each party shall make available to the other for inspection and copying any documents upon which the party intends to rely.

### Agreed Statement of Facts

22. The Parties shall, within a period of time specified by the Arbitral Tribunal identify those facts, if any, which are not a dispute and submit to the Arbitral Tribunal an agreed statement of facts.

### Arbitration Hearings

23. The Arbitral Tribunal shall set the dates for any oral hearings or meetings and shall give at least seven (7) days written notice of such hearings or meetings to the Parties.

24. All oral hearings and meetings shall be held in private and all written documentation shall be kept confidential by the Arbitral Tribunal and the Parties and not disclosed to any other person, except by the consent of all Parties.

### Evidence

25. Each party shall prove the facts relied upon to support the party's claim or defence.
26. If a party is presenting evidence through a witness, the party shall, no later than seven (7) days before the commencement of the oral hearing, advise the Arbitral Tribunal and the other party of the name and address of the witness and provide a brief summary of the evidence to be given by the witness.
27. The written statement of an expert shall be given to the other party and the Arbitral Tribunal at least fourteen (14) days before the commencement of the oral hearing.
28. The Arbitral Tribunal shall be the sole judge of the relevance and materiality of the evidence offered and the Arbitral Tribunal is not required to apply the legal rules of evidence.
29. All oral evidence shall be taken in the presence of the Arbitral Tribunal and all the Parties, except where any of the Parties is absent, in default or has waived the right to be present.
30. The Parties shall prepare books containing all of the documents to be introduced at the oral hearing and shall submit those books to the other party and to the Arbitral Tribunal no later than fourteen (14) days before the commencement of the oral hearing.
31. The Parties are deemed to have consented to the authenticity of all documents contained in the document books, unless the party gives notice of objection within seven (7) days of the oral hearing to the other party and the Arbitral Tribunal.
32. The Arbitral Tribunal may allow a party to introduce into evidence at the oral hearing a document which was not disclosed or submitted at least fourteen (14) days before the commencement of the hearing, but the Arbitral Tribunal may take that failure into account at the time the Arbitral Tribunal fixes any costs.

### Examination of Parties

33. At an oral hearing, the Arbitral Tribunal may order a party, or a person claiming through a party, to submit to being examined by the Arbitral Tribunal under oath and to submit all the documents that the Arbitral Tribunal requires.

### Witnesses

34. The Arbitral Tribunal may determine the manner in which witnesses are to be examined and may require a witness, other than a party or the party's representative, to leave the oral hearing during the testimony of another witness.
35. Where the Arbitral Tribunal allows the evidence of a witness to be presented by a written statement, the other party may require that the witness be present at an oral hearing for cross-examination.
36. The Arbitral Tribunal may call a witness on the motion of the Arbitral Tribunal, but where ~~a witness is called by~~ the Arbitral Tribunal calls a

witness, the Parties have the right to cross-examine that witness and call evidence in rebuttal.

### Experts

37. The Arbitral Tribunal may appoint one or more experts to report on specific issues to be determined by the Arbitral Tribunal and may require a party to give the expert any relevant information or the produce, or to provide access to, any relevant documents, goods or other property for inspection by the expert.
38. The Arbitral Tribunal shall communicate the expert's terms of reference to the Parties.
39. Any dispute between a party and an expert as to the relevance of the required information or the production of the information shall be referred to the Arbitral Tribunal for decision.
40. Upon receipt of the expert's report, the Arbitral Tribunal shall inform the Parties of the contents of the report and the Parties shall be given an opportunity to express, in writing, their opinion on the report.
41. The expert shall, at the request of a party, make available to that party for inspection all documents, goods or other property in the expert's possession which the expert was provided with in order to prepare the expert's report and the expert shall provide that party with a list of all documents, goods or other property not in the expert's possession but with which the expert was provided in order to prepare the expert's report, and a description and location of those documents, goods or other property.
42. If a party requests or if the Arbitral Tribunal considers it necessary, the expert shall, after delivery of the expert's written or oral report, be present at an oral hearing where the Parties will have the opportunity to cross-examine the expert and call evidence in rebuttal.

### Default of Party

43. Where a Claimant, without sufficient cause, and after five (5) days written notice from the Arbitral Tribunal, fails to communicate the Claimant's statement of claim within the required time, the Arbitral Tribunal may terminate the Arbitration with respect to that claim.
44. Where the Respondent, without sufficient cause and after five (5) days written notice from the Arbitral Tribunal, fails to communicate the Respondent's statement of defence within the required time, the Arbitral Tribunal shall continue the Arbitration. An award shall not be made solely on the default of the Respondent. The Arbitral Tribunal shall require the Claimant to submit such evidence as the Arbitral Tribunal may require for the making of the award.
45. Where a party, without sufficient cause, fails to appear at an oral hearing or fails to produce documentary evidence, the Arbitral Tribunal may continue the Arbitration and the Arbitral Tribunal shall make an award based upon the evidence before the Arbitral Tribunal.
46. Where a party, without sufficient cause, fails to comply with any order or direction of the Arbitral Tribunal or any requirement under the Arbitrations Act or this Schedule, the Arbitral Tribunal may grant such relief as the Arbitral Tribunal deems appropriate, including costs.

### General Powers of Arbitral Tribunal

47. The Arbitral Tribunal may:
- (a) order an adjournment of the proceedings from time to time;
  - (b) make an interim order on any matter with respect to which the Arbitral Tribunal may make a final order; including an interim order for the preservation of property which is the subject matter of the dispute;
  - (c) order “on site” inspection of documents, exhibits or other property;
  - (d) at any time extend or abridge a period of time required in this Schedule or fixed or determined by the Arbitral Tribunal where the Arbitral Tribunal considers it just and appropriate in the circumstances.

### Representation

48. The Parties may be represented or assisted by any person during Arbitration.
49. Where a party intends to be represented or assisted by a lawyer, the Parties shall, in writing, advise the other party of the lawyer’s name and the capacity in which the lawyer is acting, at least five (5) days before any scheduled meeting or hearing.

### Award of Arbitral Tribunal

50. Unless the Parties otherwise agree, the award of the Arbitral Tribunal must be made within ninety (90) days of the first Arbitral Tribunal meeting.
51. The award of the Arbitral Tribunal will be rendered in writing and will contain a recital of the facts upon which the award is made and the reasons.
52. In the event the award of the ~~Arbitral~~ Arbitral Tribunal includes a requirement for payment of a sum of money by one party to the other, it shall include a determination of the date by which such payment shall be made.

### Miscellaneous

53. The language of the Arbitration will be English.
54. Nothing contained in these rules prohibits a party from making an offer of settlement during the course of the Arbitration.
55. The award of the Arbitral Tribunal shall include a determination of the allocation between the Parties of the costs of the Arbitration. In determining the allocation between the Parties of the costs of the Arbitration, including the professional fees of the Arbitral Tribunal and the administrative costs associated with the Arbitration, the Arbitral Tribunal may invite submissions as to costs and may consider, among other things, an offer of settlement made by a party to the other party prior to or during the course of the Arbitration. Unless otherwise directed by the Arbitral Tribunal, all costs of the Arbitral Tribunal will be paid equally by the Claimant and the Respondent.

**SCHEDULE D**

**CORPORATION OF THE TOWN OF NEWMARKET**

**BY-LAW NUMBER 2001-147**

~~BEING A BY-LAW TO REGULATE THE PROVISION OF FIRE AND EMERGENCY SERVICES, AND TO ESTABLISH A CONSOLIDATED FIRE AND EMERGENCY SERVICES DEPARTMENT.~~

~~(Establishment of the Consolidated Aurora and Newmarket Fire Department)~~

~~WHEREAS Section 210, Paragraph 31 of the *Municipal Act, R.S.O. 1990, c.M.45*, provides that the Council of a municipality may, by by-law, provide fire-fighting and fire protection services for establishing, operating, promoting and regulating life and property saving companies;~~

~~AND WHEREAS Section 210(47) provides that Council may pass by-laws for the purpose of suppressing fires and demolishing structures for the prevention of the spread of fires;~~

~~AND WHEREAS the *Fire Protection and Prevention Act* authorizes municipalities to enter into joint agreements for the provision of fire protection and prevention services;~~

~~AND WHEREAS The Town of Newmarket and the Town of Aurora have approved the establishment of a consolidated Fire and Emergency Services Department to service both municipalities:~~

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

- ~~1. THAT effective January 1, 2002 a service for the Town of Newmarket is hereby established whose purpose shall be to provide fire suppression, fire prevention, and life and property saving service for the Town of Aurora and the Town of Newmarket; in accordance with the Fire and Emergency Services Master Fire Plan and other plans, policies or directions, as approved by Council;~~
- ~~2. AND THAT the Service will be known by such name as the Municipal Councils may decide from time to time;~~
- ~~3. THAT By-law 1977-52 being a by-law to establish the Town of Newmarket Fire Department, and any other by-law inconsistent with this by-law shall be, and the same is hereby rescinded on January 1, 2002 at 12:01 a.m.~~
- ~~4. THAT the provisions of this by-law shall come into force and effect 12:01 a.m. on January 1, 2002.~~

~~ENACTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2001.~~

\_\_\_\_\_  
Tom Taylor, Mayor

Nancy Wright-Laking, Town Clerk

MASTER FIRE AND EMERGENCY SERVICES PLAN

AURORA-NEWMARKET

FIRE AND EMERGENCY SERVICES

MASTER FIRE PLAN

2008-2017

(Update Master Fire Plan 2014)

Please visit Central York Fire Services  
website for details of the plan

<http://www.cyfs.ca/about-us/pages/master-fire-plan.aspx>