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Ontario Regulation – Mandatory Firefighter Certification Information Report to Council

Report Number: INFO-2022-13

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In accordance with the Procedure By-law, any member of Council may make a request to the Town Clerk that this Report be placed on an upcoming Committee of the Whole agenda for discussion.

Purpose

The purpose of this report is to inform the Town of Newmarket Council of the Ontario Regulation to be enacted under the Fire Protection and Prevention Act, 1997 (FPPA) covering Firefighter Certification. This new regulation would establish the mandatory minimum certification standards for specific fire protection services, as outlined in bylaw 2021-24, a by-law to Regulate Central York Fire Services and by-law 2021-25, a by-law Regulate the Continued Fire and Emergency Services, by Central York Fire Services

Background

Under the current FPPA, there are no regulations outlining the minimum standard of training required by firefighters and while the Occupational Health and Safety Act covers general training requirements that an employer must provide, there are large gaps in the level of training provided to firefighters across the province. The proposed regulation will establish a baseline for the training required by all firefighters within the province.

Currently in the approval process, the new regulation under the FPPA is proposing a firefighter certification model that outlines the mandatory certification and corresponding job performance requirements of firefighters delivering specific fire protection services, as approved through the departments Consolidated Fire and Emergency Services Agreement and the Regulating bylaw. The training required by the department will be based on the services levels outlined in the Regulating bylaw while ensuring the safety of firefighters and the public.

Provisions within the regulation allow certain firefighters to be exempt from the certification standards based on their prior knowledge, skills, and training. The proposed process would:

- Require municipalities to meet the certification standard that aligns with the level of fire protection service approved in their E&R bylaw.
- Include minimum certification requirements for identified fire protection services, based on specific job performance requirements from National Fire Protection Association (NFPA) professional qualification standards.
- Require certification to full NFPA standards (rather than only specific job performance requirements) for certain fire protection services.
- Prevent the need for recertification of firefighters, if the requirements for obtaining a certification standard are subsequently updated or changed.
- Provide a “legacy” opportunity for fire departments to apply for a letter of compliance based on previously completed training and existing skills and knowledge for existing firefighters.

Discussion

Central York Fire Services have been training firefighters to meet the job performance requirements of various NFPA standards, and certifying to many of those currently available through the OFM and Academic Standards and Evaluations (AS&E).

Current Certifications held by CYFS Firefighters:

NFPA 1001 – Standard for Fire Fighter Professional Qualifications

NFPA 1021 – Standard for Fire Officer Professional Qualifications

NFPA 1031 – Standard for Professional Qualifications for Fire Investigator

NFPA 1035 – Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter, Program Manager Professional Qualification

NFPA 1041 – Standard for Fire and Emergency Services Instructor Professional Qualifications

NFPA 1072 – Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications – Operations

As outlined in the regulation and correlated to the level of service provided by CYFS, the following certifications will be required:

NFPA 1002 – Standard for Fire Apparatus Driver/Operator Professional Qualifications

NFPA 1006 – Standard for Technical Rescue Personnel Professional Qualifications:

Chapter 5 – Rope Rescue

Chapter 17 – Surface Water Rescue

Chapter 20 – Ice Rescue

NFPA 1033 – Professional Qualifications for Fire Investigator

NFPA 1072 – Standard for Hazardous Materials/Weapons of Mass Destruction
Emergency Response Personnel Professional Qualifications – Mission Specific

When the regulation comes into effect on July 1, 2022, we will then have until July 1, 2026, to complete the required certification to NFPA 1002, NFPA 1033, and NFPA 1072. We will then have until July 1, 2028, to complete the certification requirements for the required NFPA 1006 Chapters.

Training will occur through a mix of online training, on-shift training, and off-shift training.

Since presenting to the JCC in March 2022, there have been several changes to the Regulation that has been submitted to the Minister for approval.

The change that will carry the most impact on CYFS is the removal of the Vehicle Extrication and Heavy Vehicle Extrication Certifications. The OFM staff will continue to develop these courses and provide the ability to certify firefighters to both standards, but the current regulation will not mandate certification. At this time, we will continue to train our firefighters to meet the Vehicle Extrication requirements established in NFPA 1001 – Standard for Fire Fighter Professional Qualifications and will evaluate the benefits of the advanced Vehicle Extrication training as we near completion of the mandatory certification.

Conclusion

While this regulation is a great direction for the fire service, there are still many questions left to be answered as to how the OFM will implement the regulation and meet the increased demands of the new training requirements. As more information becomes available and CYFS staff work through the training plan, we will be able to provide a clearer picture of the logistical and financial impact this regulation will have on CYFS.

As of April 11, 2022 the regulation is awaiting approval by the Minister.

Business Plan and Strategic Plan Linkages

This report is consistent with the methodology set out in the Joint Services Agreement.

As CYFS is currently in the process of updating our Fire Master Plan, Dillon Consulting staff are reviewing the FPPA regulation and will use this information to inform their recommendations within the Fire Master Plan.

Consultation

This report has been prepared by Central York Fire staff based on information provided in the FPPA Regulation, the Ontario Regulatory Registry Posting, and Ontario Fire Marshal Certification presentations and explanatory material.

Human Resource Considerations

As we move to a more robust training model to accommodate the new certification process, this will result in the addition of Shift Training Instructors (STI's) for each of the required disciplines to augment the delivery capability of our current Training Officers.

Training staff will also require additional training as exam proctors and evaluators in order to accommodate in-house written examinations and practical evaluations as a part of the certification process.

Budget Impact

CYFS staff are currently working through a training delivery plan to certify our current firefighters to the required standards, as approved in our E&R bylaw, listed in Table 1 of the attached copy of the FPPA Regulation. From this plan, we will identify costs related to training material, course fees, shift instructor premium, instructor fees, potential overtime costs, and other certification-related costs.

CYFS staff will continue to monitor for any grant or funding opportunities related to the delivery of training and certification.

Attachments

Attachment 1 - FPPA Regulation – Firefighter Certification

Attachment 2 - By-law 2021-24 – a by-law to Regulate Central York Fire Services

Attachment 3 - By-law 2021-25 – a by-law to Regulate the Continued Fire and Emergency Services, by Central York Fire Services

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Approval

Ian Laing, Fire Chief, Central York Fire Services

ONTARIO REGULATION 343/22

made under the

FIRE PROTECTION AND PREVENTION ACT, 1997

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FIREFIGHTER CERTIFICATION

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Definition

1. In this Regulation,

“NFPA” means the National Fire Protection Association.

Mandatory certification

2. (1) Every municipality, and every fire department in a territory without municipal organization, must ensure that its firefighters perform a fire protection service set out in Column 1 of Table 1 only if, on or after the corresponding day specified in Column 3 of that Table,

- (a) the firefighter performing the fire protection service is certified, at a minimum, to the corresponding certification standard set out in Column 2 of that Table; or
 - (b) this Regulation provides that the certification standard referred to in clause (a) does not apply with respect to the firefighter.
- (2) The certification must be,
- (a) provided by the Fire Marshal; or
 - (b) an accreditation from the International Fire Safety Accreditation Congress (IFSAC), or a Pro Board seal, that is recognized by the Fire Marshal as equivalent to the certification provided by the Fire Marshal.

Exceptions

3. (1) A certification standard set out in Column 2 of item 1 or 2 of Table 1 does not apply with respect to a firefighter who,

- (a) is performing a service that is within the scope of that item;
- (b) has been a firefighter for no more than 36 months; and
- (c) is operating under the supervision of a firefighter certified to that standard.

(2) A certification standard set out in Column 2 of Table 1 does not apply with respect to a firefighter who is,

- (a) temporarily assigned to perform a different fire protection service for which a different minimum certification is required; and
- (b) operating under the supervision of a firefighter who has obtained the certification corresponding to the fire protection service or services being delivered.

(3) A certification standard set out in Column 2 of item 17 or 18 of Table 1 does not apply with respect to a firefighter who performed Pump Operations before the day this Regulation came into force.

(4) If a firefighter was previously certified under this Regulation for a fire protection service listed in Column 1 of Table 1, that certification continues to be valid even if the requirements for obtaining that certification are subsequently updated or changed.

(5) If the Fire Marshal granted a firefighter a letter of compliance with a certification standard before the day this Regulation came into force, the letter of compliance continues to be valid and the firefighter is deemed to be in compliance with the corresponding certification standard set out in Column 2 of Table 1.

Transition

4. (1) Subject to subsection (2), a certification standard set out in Column 2 of item 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 or 15 of Table 1 does not apply with respect to a firefighter if the Fire Marshal issues the firefighter a letter of compliance with the certification standard in accordance with this section.

(2) The Fire Marshal shall issue a letter of compliance with a certification standard to a firefighter if,

(a) the firefighter has been performing the fire protection service that the standard corresponds to since at least,

(i) January 1, 2021, in the case of a certification standard set out in Column 2 of item 1, 2, 3, 4, 5, 6 or 7, or

(ii) January 1, 2020, in the case of a certification standard set out in Column 2 of item 9, 10, 11, 12, 13, 14 or 15;

(b) before September 30, 2023, the firefighter's municipality, or fire department in an area without municipal organization, provides the Fire Marshal with information, such as training records, to demonstrate to the satisfaction of the Fire Marshal that the firefighter, through past training and experience, has obtained the requisite knowledge and requisite skills associated with the corresponding standard; and

(c) the Fire Marshal is satisfied with the information provided under clause (b).

Commencement

5. This Regulation comes into force on the later of July 1, 2022 and the day it is filed.

TABLE 1
MANDATORY CERTIFICATION FOR FIRE PROTECTION SERVICES

Item	Column 1 Fire protection service	Column 2 Minimum Certification Standard	Column 3 Compliance Deadline
1.	Firefighter Exterior Attack: Fire suppression operations from the exterior of the building only.	The following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 4 (Firefighter I) and Chapter 5 (Firefighter II): 4.1, 4.2, 4.3.1, 4.3.2, 4.3.3, 4.3.6, 4.3.7, 4.3.8, 4.3.10 (A1-A9, B1-B3, B4 (exterior stairway), B5-B10), 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.5 5.1, 5.2, 5.3.1, 5.3.2 (A1-A4), 5.3.3, 5.3.4, 5.4.2, 5.5.3, 5.5.4, 5.5.5	July 1, 2026
2.	Firefighter Exterior Attack and auto extrication: Fire suppression operations from the exterior of the building only and auto extrication rescue.	All job performance requirements in item 1 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II): 5.4.1	July 1, 2026
3.	Firefighter Exterior Attack and hazardous materials response: Fire suppression operations from the exterior of the building only and Operations-level hazardous materials response.	All job performance requirements in item 1, all job performance requirements of NFPA 1072, "Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications", 2017 Edition, Chapter 5 (Operations) and the following job performance requirements of Chapter 6 (Operations Mission Specific): 6.2 and 6.6	July 1, 2026
4.	Firefighter Exterior Attack, auto extrication and hazardous materials response: Fire suppression operations from the exterior of the building only, automobile extrication rescue and Operations-level hazardous materials response.	All job performance requirements in items 1, 2 and 3.	July 1, 2026

5.	Firefighter Interior Attack: Fire suppression operations that enter the interior of the building and can perform rescue.	All job performance requirements in item 1 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 4 (Firefighter I) and Chapter 5 (Firefighter II): 4.3.4, 4.3.9, 4.3.10 (A10-A11, B4 (interior stairway), B11), 4.3.11, 4.3.12, 4.3.13, 4.3.14 5.3.2 (A5-A9, B1-B6)	July 1, 2026
6.	Firefighter Interior Attack and auto extrication: Fire suppression operations that enter the interior of the building and can perform rescue and automobile extrication rescue.	All job performance requirements in item 5 and the following job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II): 5.4.1	July 1, 2026
7.	Firefighter Interior Attack and hazardous materials response: Fire suppression operations that enter the interior of the building and Operations-level hazardous materials response.	All job performance requirements in item 5, all job performance requirements of NFPA 1072, "Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications", 2017 Edition, Chapter 5 (Operations) and the following job performance requirements of Chapter 6 (Operations Mission Specific): 6.2 and 6.6	July 1, 2026
8.	Firefighter Interior Attack, auto extrication and hazardous materials response: Fire suppression operations that enter the interior of the building and can perform rescue, automobile extrication rescue and Operations-level hazardous materials response (full service firefighter).	All job performance requirements of NFPA 1001, "Standard for Fire Fighter Professional Qualifications", 2019 Edition, Chapter 5 (Firefighter II).	July 1, 2026
9.	Team Lead Exterior Attack: Supervision of firefighters that provide fire suppression operations from the exterior of the building only.	All job performance requirements in item 1 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
10.	Team Lead Exterior Attack and auto extrication: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide auto extrication rescue.	All job performance requirements in item 2 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
11.	Team Lead Exterior Attack and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide Operations-level hazardous materials response.	All job performance requirements in item 3 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
12.	Team Lead Exterior Attack, auto extrication and hazardous materials: Supervision of firefighters that provide fire suppression operations from the exterior of the building only or that provide automobile extrication rescue or Operations-level hazardous materials response.	All job performance requirements in item 4, and the following job performance requirements of NFPA 1021, "Standard for Fire Officer Professional Qualifications", 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
13.	Team Lead Interior Attack: Supervision of firefighters that provide fire suppression operations from the interior of the building and	All job performance requirements in item 5 and the following job performance requirements of NFPA 1021, "Standard for Fire Officer	July 1, 2026

	can perform rescue.	Professional Qualifications”, 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	
14.	Team Lead Interior Attack and auto extrication: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide automobile extrication rescue.	All job performance requirements in item 6 and the following job performance requirements of NFPA 1021, “Standard for Fire Officer Professional Qualifications”, 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
15.	Team Lead Interior Attack and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide Operations-level hazardous materials response.	All job performance requirements in item 7 and the following job performance requirements of NFPA 1021, “Standard for Fire Officer Professional Qualifications”, 2020 edition, Chapter 4 (Fire Officer I): 4.1.1, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.3, 4.6, 4.7.1, 4.7.3	July 1, 2026
16.	Team Lead Interior Attack, auto extrication and hazardous materials response: Supervision of firefighters that provide fire suppression operations from the interior of the building and can perform rescue or that provide automobile extrication rescue or Operations-level hazardous materials response (full service fire officer).	All job performance requirements of NFPA 1021 “Standard for Fire Officer Professional Qualifications”, 2020 edition, Chapter 4 (Fire Officer I).	July 1, 2026
17.	Pump Operations: Operation of a pumper apparatus without driving the apparatus, or where the apparatus does not require a class D licence.	All job performance requirements of NFPA 1002, “Standard for Fire Apparatus Driver/Operator Professional Qualifications”, 2017 Edition, Chapter 5 (Apparatus Equipped with Fire Pump), without pre-requisites in Chapter 4.	July 1, 2026
18.	Pump Operations: driver: Driving and operating a pumper apparatus that requires a class D licence.	All job performance requirements in NFPA 1002 “Standard for Fire Apparatus Driver/Operator Professional Qualifications”, 2017 Edition, Chapter 5 (Apparatus Equipped with Fire Pump).	July 1, 2026
19.	Fire Prevention/Inspection Level I: conducting fire and life safety inspections.	All job performance requirements of NFPA 1031, “Standard for Professional Qualifications for Fire Inspector and Plan Examiner”, 2014 Edition, Chapter 4 (Fire Inspector I).	July 1, 2026
20.	Fire Prevention/Inspection Level II: conducting fire and life safety inspections including in facilities that store, handle or use flammable/combustible liquids.	All job performance requirements in item 19 and NFPA 1031, “Standard for Professional Qualifications for Fire Inspector and Plan Examiner”, 2014 Edition, Chapter 5 (Fire Inspector II).	July 1, 2026
21.	Fire Investigator: conducting fire cause and origin investigations.	All job performance requirements of NFPA 1033, “Professional Qualifications for Fire Investigator”, 2014 Edition, Chapter 4 (Fire Investigator).	July 1, 2026
22.	Fire and Life Safety Educator: providing fire and life safety education.	All job performance requirements of NFPA 1035, “Standard on Fire and Life Safety Educator, Public Information Officer, Youth Firesetter Intervention Specialist, and Youth Firesetter Program Manager Professional Qualifications”, 2015 Edition, Chapter 4 (Fire and Life Safety Educator I).	July 1, 2026
23.	Training Officer Level I: providing training and education to other fire personnel.	All job performance requirements of NFPA 1041, “Standard for Fire and Emergency Services Instructor Professional Qualifications”, 2019 Edition, Chapter 4 (Fire and Emergency Services Instructor I).	July 1, 2026
24.	Training Officer Level II: providing training and education to other fire personnel including lead instructor roles at live fire and above or below grade technical rescue practical training.	All job performance requirements in item 23 and NFPA 1041, “Standard for Fire and Emergency Services Instructor Professional Qualifications”, 2019 Edition, Chapter 5 (Fire and Emergency Services Instructor II).	July 1, 2026

25.	Emergency Communicators Level I: taking emergency calls.	All job performance requirements of NFPA 1061, “Standard for Public Safety Telecommunications Personnel Professional Qualifications”, 2018 Edition, Chapter 4 (Public Safety Telecommunicator I).	July 1, 2026
26.	Emergency Communicators Level II: taking emergency calls and dispatching emergency vehicles.	All job performance requirements in item 25 and NFPA 1061, “Standard for Public Safety Telecommunications Personnel Professional Qualifications”, 2018 Edition, Chapter 5 (Public Safety Telecommunicator II).	July 1, 2026
27.	Incident Safety Officers: undertaking the primary role of incident safety officer at emergency calls.	All job performance requirements of NFPA 1521, “Standard for Fire Department Safety Officer Professional Qualifications”, 2020 Edition, Chapter 5 (Incident Safety Officer).	July 1, 2026
28.	Hazardous Materials Response — Operations Mission Specific Level: responding to emergencies involving hazardous materials at the Operations Mission Specific Level.	All job performance requirements of NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications”, 2017 Edition, Chapter 6 (Operations Mission Specific)	July 1, 2026
29.	Hazardous Materials Response — Technician Level: responding to emergencies involving hazardous materials at the Technician Level.	All job performance requirements of NFPA 1072, “Standard for Hazardous Materials/Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications”, 2017 Edition, Chapter 7 (Hazardous Materials Technician).	July 1, 2026
30.	Rope Rescue — Operations: rope rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 5 (Rope Rescue) (Operations): 5.2	July 1, 2028
31.	Rope Rescue — Technician: rope rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 5 (Rope Rescue) (Technician): 5.3	July 1, 2028
32.	Structural Collapse — Operations: structural collapse rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 6 (Structural Collapse Rescue) (Operations): 6.2	July 1, 2028
33.	Structural Collapse — Technician: structural collapse rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 6 (Structural Collapse Rescue) (Technician): 6.3	July 1, 2028
34.	Confined Space — Operations: confined space rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 7 (Confined Space Rescue) (Operations): 7.2	July 1, 2028
35.	Confined Space — Technician: confined space rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 7 (Confined Space Rescue) (Technician): 7.3	July 1, 2028
36.	Trench Rescue — Operations: trench rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue	July 1, 2028

		Personnel Professional Qualifications”, 2021 Edition, Chapter 12 (Trench Rescue) (Operations): 12.2	
37.	Trench Rescue — Technician: trench rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 12 (Trench Rescue) (Technician): 12.3	July 1, 2028
38.	Surface Water Rescue — Operations: surface water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 17 (Surface Water Rescue) (Operations): 17.2	July 1, 2028
39.	Surface Water Rescue — Technician: surface water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 17 (Surface Water Rescue) (Technician): 17.3	July 1, 2028
40.	Swift Water Rescue — Operations: swift water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 18 (Swiftwater Rescue) (Operations): 18.2	July 1, 2028
41.	Swift Water Rescue — Technician: swift water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 18 (Swiftwater Rescue) (Technician): 18.3	July 1, 2028
42.	Ice Water Rescue — Operations: ice water rescue at the Operations Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 20 (Ice Rescue) (Operations): 20.2	July 1, 2028
43.	Ice Water Rescue — Technician: ice water rescue at the Technician Level.	The following job performance requirements of NFPA 1006, “Standard for Technical Rescue Personnel Professional Qualifications”, 2021 Edition, Chapter 20 (Ice Rescue) (Technician): 20.3	July 1, 2028

Made by:
Pris par :

La solliciture générale,

SYLVIA JONES
Solicitor General

Date made: April 11, 2022
Pris le : 11 avril 2022

Français

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Corporation of the Town of Newmarket

By-law 2021-24

A By-Law to Regulate Central York Fire Services

Whereas Section 2 of the Fire Protection and Prevention Act requires every municipality to establish a program which must include public education with respect to fire safety and certain components of fire prevention and to provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances, and to appoint a community safety officer or team or establish a fire department to discharge its responsibilities; and,

Whereas Section 5 of the Fire Protection and Prevention Act provides that the Council of a municipality may establish, maintain and operate a fire department for the municipality and that the fire department shall provide fire suppression services and may provide other fire protection services; and,

Whereas Sections 8 and 11 of the Municipal Act authorize a municipality to provide any service that the municipality considers necessary or desirable for the public, and to pass by-laws respecting, inter alia, health, safety and well-being of persons, protection of persons and property, and services that the municipality is authorized to provide; and,

Whereas Section 391 of the Municipal Act authorizes a municipality to impose fees or charges on persons for services or activities provided by the municipality, and for costs payable by the municipality for services or activities provided or done by or on behalf of any other municipality; and,

Whereas Section 425 of the Municipal Act provides that the Council of a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality is guilty of an offence; and,

Whereas Section 446 of the Municipal Act provides that if a municipality has the authority under that or any other act, or under a by-law under that or any other Act, to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense, and the municipality may recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and,

Whereas the Council of the Town of Newmarket deems it desirable and necessary to amend and update its by-law to establish and regulate a fire department for the Town of Newmarket;

Now therefore, the Council of the Corporation of the Town of Newmarket hereby enacts as follows:

Definitions

1. In this by-law, unless the context otherwise requires:
 - (a) "Approved" means approved by Council.
 - (b) "Automatic Aid" means an Approved agreement under which a municipality agrees to provide an initial response to fires, rescues, and emergencies in another municipality, or where a municipality agrees to provide a supplemental response to fires, rescues, or emergencies that may occur in another municipality.
 - (c) "Auxiliary Member" means a person who is appointed to provide certain limited functions in support of the delivery of Fire Protection Services voluntarily or for a nominal consideration.
 - (d) "Corporation" means The Corporation of the Town of Newmarket.
 - (e) "Council" means the Council of the Town of Newmarket.
 - (f) "Deputy Fire Chief" means a person appointed by Council to act on behalf of the Fire Chief of the Fire Department in the case of absence or a vacancy in the office of the Fire Chief.
 - (g) "Emergency Management and Civil Protection Act" means Emergency Management and Civil Protection Act, 1990, S. O. 1990, c. E.9, as amended, and any successor legislation.
 - (h) "Fire Chief" means the person appointed by Council to act as Fire Chief for the Corporation and who is ultimately responsible to Council as set out in the Fire Protection and Prevention Act.
 - (i) "Fire Department" means the fire department for the Town.
 - (j) "Fire Code" means Ontario Regulation 213/07, as amended, and any successor regulation.
 - (k) "Firefighter" means the Fire Chief and any other person employed in or appointed to the Fire Department to undertake Fire Protection Services, and includes a Volunteer Firefighter.
 - (l) "Fire Protection and Prevention Act" means the Fire Protection and Prevention Act, 1997, S.O. 1997, c.4, as amended, and any successor legislation.
 - (m) "Fire Protection Services" includes fire suppression, rescue and emergency services, fire prevention, public fire safety education, mitigation, prevention and safety education of the risk created by unsafe levels of carbon monoxide, communications, training of personnel involved in the provision of Fire Protection Services, and the

delivery of all those services.

- (n) "Member" means any person employed by or appointed by the Fire Chief to the Fire Department and assigned to undertake Fire Protection Services, and includes Officers, Firefighters, and administrative staff.
- (o) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, and any successor legislation.
- (p) "Mutual Aid" means a plan established pursuant to section 7 of the Fire Protection and Prevention Act under which fire departments that serve a designated area agree to assist each other on a reciprocal basis in the event of a major fire or emergency.
- (q) "Officer" means Fire Chief, Deputy Fire Chief, Assistant Deputy Chief, Platoon Chief, Captain, Acting Captain, Training Officer, Chief Fire Prevention Officer, Fire Prevention Officer, and any person designated by the Fire Chief to supervise Firefighters.
- (r) "Student Firefighter Program" means a student between the age of 14 and 29 who selected by the Fire Chief to voluntarily take part in a fire department program.
- (s) "Student Firefighter Program" means an Approved program to provide mentorship and engage youths in fire safety awareness activities.
- (t) "Town" means The Corporation of the Town of Newmarket.

Establishment

2. A Fire Department for the Town of Newmarket to be known as the "Central York Fire Services" is hereby established, and the head of the Fire Department shall be known as the Fire Chief.

Department Structure

3. Council shall appoint a Fire Chief who shall be the highest-ranking Officer and director of the Fire Department.
4. In addition to the Fire Chief, Council shall appoint a Deputy Fire Chief who shall report to the Fire Chief as the second highest-ranking Officer of the Fire Department and who, in the absence of the Fire Chief, shall have the powers and perform the duties of the Fire Chief.
5. In addition to the Fire Chief and Deputy Fire Chief, the Fire Department shall consist of Fire Prevention Officers, Inspectors, Fire Safety Educators, Officers, and other Members deemed necessary by and appointed by the Fire Chief to provide Fire Protection Services.
6. The Fire Department shall be structured in conformance with the Approved Fire Department Organizational Chart as set out in

Schedule "A" attached hereto and forming part of this by-law.

Approved Services and Programs

7. The Fire Department shall provide such Fire Protection Services and programs as approved by Council in accordance with Part II of the Fire Protection and Prevention Act and set out in Schedule "B" attached hereto and forming part of this by-law.

Responses Outside the Limits of the Municipality

8. The Fire Department shall not respond outside the limits of the municipality except with respect to a fire, rescue or emergency:
 - (a) That, in the opinion of the Fire Chief or designate, threatens property in the municipality, or property situated outside the municipality that is owned or occupied by the municipality;
 - (b) In a municipality with which an Approved agreement has been entered into to provide fire protection services which may include automatic aid;
 - (c) On property with which an Approved agreement has been entered into with any person or corporation to provide fire protection services;
 - (d) At the discretion of the Fire Chief or designate, to a municipality authorized to participate in any county, district or regional mutual aid plan established by a fire coordinator appointed by the Fire Marshal or any other similar reciprocal plan or program; or
 - (e) On property beyond the municipal boundary where the Fire Chief or designate determines immediate action is necessary to preserve life or property and the appropriate department is notified to respond and assume command or establish alternative measures acceptable to the Fire Chief or designate.

Fire Chief Responsibilities and Authority

9. The Fire Chief shall be ultimately responsible to Council as set out in subsection 6(3) of the Fire Protection and Prevention Act for the proper administration and operation of the Fire Department, including delivery of Approved services and programs.
10. The Fire Chief shall be deemed to be the Chief Fire Official of the municipality for the purposes of the Fire Protection and Prevention Act and regulations enacted thereunder and shall have all statutory authority and shall carry out all prescribed duties and responsibilities in respect thereof.
11. Without limiting the generality of the foregoing, the Fire Chief shall be authorized and responsible for:
 - (a) Performing all statutory duties of the Fire Protection and Prevention Act, the Emergency Management and Civil Protection Act and any other legislation applicable to the

administration or operation of the Fire Department.

- (b) Reporting to Council as required by the Fire Protection and Prevention Act and the Emergency Management and Civil Protection Act.
- (c) Enforcement of this by-law and any regulations established under this by-law, and the enforcement of any other by-laws of the Corporation respecting the administration and operation of the Fire Department.
- (d) Periodically reviewing this by-law and any other by-laws of the Corporation respecting the administration and operation of the Fire Department, and the Fire Chief may establish an advisory committee consisting of such Members of the Fire Department and other persons, possibly including members of the general public, as may be necessary from time to time to assist in discharging this duty.
- (e) Recommending to Council amendments to this by-law and any other by-law of the Corporation that the Fire Chief considers relevant.
- (f) Developing, establishing, and implementing policies, standard operating procedures and guidelines, general orders and department rules, and other measures, as the Fire Chief may consider necessary for the proper administration and efficient operation of the Fire Department.
- (g) Periodically reviewing, revising, or revoking as required, all policies, standard operating procedures and guidelines, general orders, and rules of the Fire Department, and the Fire Chief may establish an advisory committee from time to time to assist in discharging these duties.
- (h) Arranging for the provision and allotment of strategic staffing and proper facilities, apparatus, equipment, materials, services and supplies for the Fire Department.
- (i) The proper care and protection of all Fire Department property.
- (j) Arranging and implementation of automatic aid, mutual aid and other negotiated and/or approved fire protection and emergency service agreements between the Town and other municipalities.
- (k) Determining and establishing the qualifications and criteria for employment or appointment, and the duties and responsibilities of all Members of the Fire Department.
- (l) Appointment, subject to Approved hiring policies, of any qualified person as a Member of the Fire Department.
- (m) The conduct and discipline of all Members of the Fire Department, including disciplinary actions, which may range from reprimand to dismissal.
- (n) Keeping an accurate record of all incidents responded to by the Fire Department, all fire safety inspections and fire investigations, and other such records as may be required in a manner consistent with records management policies of the Corporation, and retaining such records as prescribed by records retention policies and statutory requirements.

- (o) Enforcement of the Fire Code, reporting all fires to the Fire Marshal, and complying with all Fire Marshal's directives as mandated by the Fire Protection and Prevention Act.
 - (p) Reporting to the appropriate Crown Attorney or other prosecutor, or law enforcement or other officer, the facts upon the evidence in any case in which there is reason to believe that a fire has been the result of criminal intent or negligence, or in which there is reason to believe that an offence has been committed under the Fire Protection and Prevention Act, or other applicable regulation or statute.
 - (q) Preparing and presenting annual reports and periodic reports to Council as deemed necessary by the Fire Chief and any other specific reports as directed by Council.
 - (r) Preparing and submitting annual budget estimates for approval by Council, and effectively administering, monitoring, and controlling the Fire Department operating and capital budgets.
12. The Fire Chief shall be responsible for coordinating the Town of Newmarket Emergency Management Program, and assisting with the preparation, implementation, and maintenance of the municipal Emergency Plan pursuant to the Emergency Management and Civil Protection Act.
13. The Fire Chief shall be responsible for assisting other public officials in an emergency declared by the Head of Council, the Premier of Ontario, or the Prime Minister of Canada.

Powers

14. The Fire Chief shall exercise all powers and duties prescribed by the Fire Protection and Prevention Act and shall be empowered to take all reasonable and proper measures for the prevention, control, and extinguishment of fires, and for the protection of life, property and the environment, and for the management of emergencies within the jurisdiction of the municipality.
15. Without limiting the generality of the foregoing, the Fire Chief and his/her designates shall be empowered and authorized to carry out the following:
- (a) Enforcement of all municipal by-laws in respect of fire safety and fire prevention.
 - (b) Pulling down or demolishing any building or structure when necessary to prevent the spread of fire.
 - (c) Any necessary action to guard against fire or other danger, risk, or accident, which may include boarding up or barricading of buildings or property, when unable to contact the owner of the property.
 - (d) Recovery of costs incurred by such necessary actions for the Corporation in a manner provided by the Municipal Act and the Fire Protection and Prevention Act.
 - (e) Taking any and all steps as set out in Parts V, VI and VII of the Fire Protection and Prevention Act.

16. As set out in the Fire Protection and Prevention Act, the Fire Chief may delegate any of his/her powers or duties to the Deputy Fire Chief or any Officer or Member that the Fire Chief deems appropriate, subject to such limitations, restrictions or conditions as may be set out in the delegation, and such Officer or Member so delegated shall have all the powers and shall perform all duties as delegated.

Recovery of Costs

17. If as the result of a Fire Department response to a fire, rescue, or other emergency, the Fire Chief, his or her designate, or the highest ranking Officer in charge determines that it is necessary to retain a private contractor, rent special equipment, or use consumable materials other than water in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, remove hazardous materials, assist in or otherwise conduct an investigation to determine the cause of a fire, or otherwise control or eliminate an emergency situation, the Corporation shall recover the costs incurred by the Fire Department for taking such actions from the owners of the property or vehicle as the case may be.
18. The Corporation may recover costs incurred by such necessary actions in a manner provided by the Municipal Act and the Fire Protection and Prevention Act in accordance with the fees prescribed by the applicable Fees and Charges By-law of the Corporation from time to time.
19. A fee imposed upon a person under this by-law, including any interest, penalty charges and costs of collection, constitutes a debt of the person to the Corporation, and a person who is charged a fee under this by-law and fails to pay the fee within thirty days of receipt of an invoice shall be charged interest in accordance with the applicable Fees and Charges By-law of the Corporation.
20. If a property owner who is charged a fee under this by-law fails to pay the fee within ninety days of receipt of an invoice, the Corporation may add the fee, including penalty and interest, to the tax roll for any real property in the Town of Newmarket registered in the name of the owner and collect the fee, including penalty and interest, in like manner as municipal taxes.

Student Firefighter Programs

21. The Fire Chief may establish a Student Firefighter Programs (Co-op and Smoke Alarm Specialists) to promote fire safety in youth, and to provide mentorship and guidance to those who may have an interest or career aspirations in the fire service.
22. To be eligible for appointment as a student, candidates shall:
 - (a) Be between the ages of 14 and 29;
 - (b) CYFS Co-op program – must be attending high school and meet attendance and academic expectations mutually agreed upon by the student, their school and the Fire Chief.

Smoke Alarm Specialists – currently enrolled in a formal post-secondary institution in a recognized fire protection studies program along with past volunteer experience.

- (c) If applicable, provide written permission and a signed waiver that indemnifies and releases the Corporation from liability from a parent or legal guardian to participate in the program.

- 23. Students shall comply with all terms and conditions of the program as established by the Fire Chief, all applicable policies of the Corporation, and all policies, procedures, operating guidelines, general orders, directives, and rules of the Fire Department.
- 24. Acceptance as a student shall be subject to the discretion of the Fire Chief. Student status may be revoked at any time.
- 25. CYFS Co-op students shall be supervised by a competent Fire Department personnel at all times while participating in the programs.
- 26. Students may attend training exercises at the discretion of the Fire Chief, subject to the terms and conditions of the training organization.
- 27. Students shall not be permitted to enter any Immediately Dangerous to Life or Health (IDLH) area or environment at any time.

Obstruction

- 28. No person shall obstruct, hinder, or interfere with the Fire Chief or any Member of the Fire Department in the performance of his or her duties in accordance with this by-law and the Fire Protection and Prevention Act.

Offences

- 29. Every person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to a penalty established by the Provincial Offences Act, R.S.O. 1990, c. P.33, as may be amended from time to time, and any successor legislation.

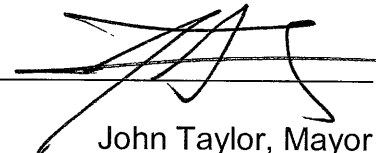
Severability

- 30. Should a court of competent jurisdiction find any section or provision, or part thereof, of this by-law to be invalid or to be of no force and effect, such section or provision or part thereof shall be deemed to be severable, and all other sections or provisions or parts of this by-law shall be deemed to be separate and independent there from and to be enacted as such.


Force and Effect

- 31. This By-law shall come into force and effect on the day on which it is passed.

Enacted this 10th day of May, 2021.



John Taylor, Mayor

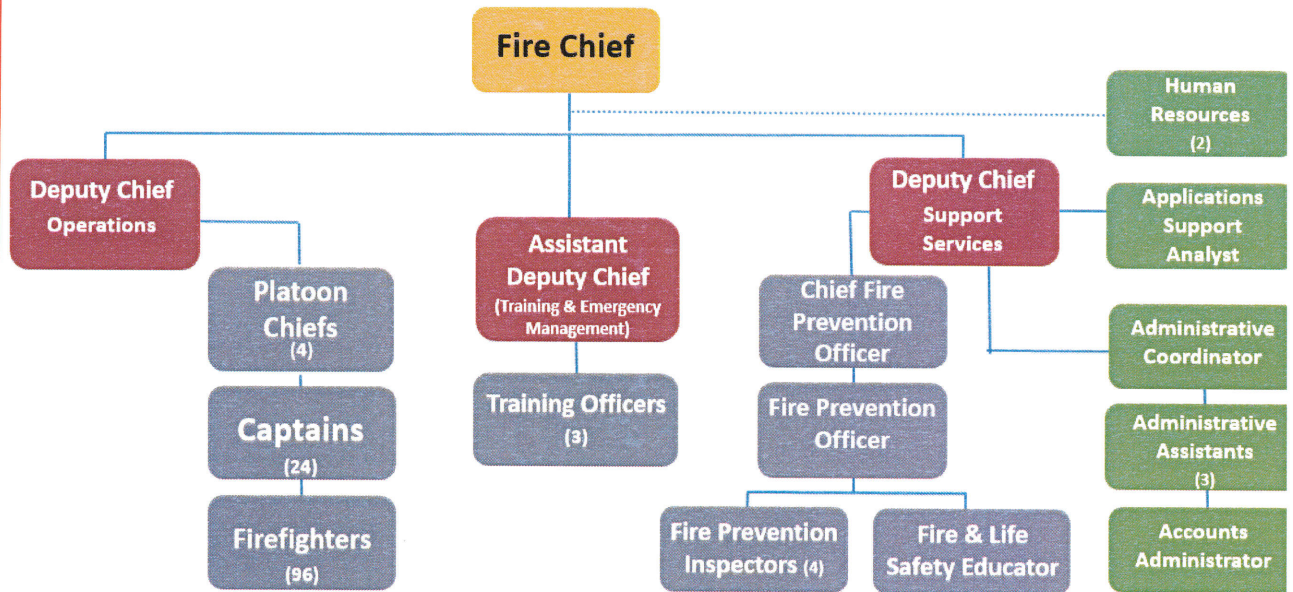


Lisa Lyons, Town Clerk

Schedule "A"

Central York Fire Services
Fire Department Organizational Chart

The Fire Department shall be structured in conformance with the following Fire Department Organizational Chart:



Schedule "B"

Central York Fire Services Approved Services and Programs

The Fire Department shall provide the following services and programs:

B.1 Emergency Response

B.1.1 Firefighting Services:

- (a) The Fire Department shall respond to fires, alarms of fire, and pre-fire conditions to provide fire suppression services, and shall exercise best efforts to conform to the most recent edition of National Fire Protection Association (NFPA) 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public.

B.1.2 Structural Firefighting Services:

- (a) For the purpose of this Schedule, "Structural Firefighting" shall have the same meaning as Structural Firefighting and "Demand Zone" shall have the same meaning as Demand Zone as defined by NFPA 1720, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public.
- (b) The Fire Department shall identify Zones/District within the municipality based on demographics and determined risk and shall establish appropriate response protocols for each Zone/District in accordance with NFPA 1720.
- (c) Interior Search and Rescue - Shall be provided when possible and as appropriate in accordance with the following:
 - i. Service shall be provided to search for and rescue endangered, trapped or potentially trapped persons within the structure.
 - ii. Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - 1. A scene risk assessment has been completed, and the level of risk reasonably justifies entry into the structure;
 - 2. Building integrity permits entry into the structure;
 - 3. Sufficient Firefighter staffing is deployed at the fire ground;
 - 4. Reliable water supply with adequate flow can be sustained;
 - 5. Adequate fire ground supervision and support is provided.
- (d) Interior Fire Suppression (Offensive Operations) - Shall be provided when possible and as appropriate in accordance with the following:

- i. Service shall be provided to contain the fire and prevent further loss of property.
- ii. Service shall be provided only when, in the opinion of the Fire Chief or most senior Officer in charge, all of the following are true:
 - 1. A scene risk assessment has been completed, and level of risk reasonably justifies Firefighter entry into the structure;
 - 2. Building integrity permits entry into the structure;
 - 3. Sufficient Firefighter staffing is deployed at the fire ground;
 - 4. Reliable water supply with adequate flow can be sustained;
 - 5. Adequate fire ground supervision and support is provided
- (e) Exterior Fire Suppression (Defensive Operations) - Shall be provided when possible and as appropriate, in the opinion of the Fire Chief or most senior Officer in charge, in accordance with the following:
 - i. There shall be no expected rescue component with this service.
 - ii. Service shall be provided to prevent fire spread to adjacent areas.
 - iii. Service shall be provided when Interior Fire Suppression is not possible or appropriate.
 - iv. Service shall be provided as water supply permits.

B.1.3 Rural Firefighting Operations:

- (a) Rural firefighting operations using tanker shuttle service shall be provided in areas without municipal water supply and best efforts shall be exercised to conform to NFPA 1142, Standard on Water Supplies for Suburban and Rural Fire Fighting.

B.1.4 Vehicle Firefighting Services:

- (a) Service shall be provided to control and extinguish vehicle fires.

B.1.5 Grass, Brush, and Forestry Firefighting Services:

- (a) Service shall be provided and best efforts shall be exercised to conform to NFPA 1143, Standard for Wild/and Fire Management.

B.1.6 Marine Firefighting Services:

- (a) Marine firefighting service shall be limited to shore-based, defensive firefighting operations only.

B.1.7 Automatic Aid Response Services:

- (a) Service shall be provided in accordance with any Automatic Aid agreements approved by Council.

B.1.8 Fire Protection Agreement/Mutual Aid Response Services:

- (a) Service shall be provided in accordance with the Mutual Aid Plan established in respect to the municipalities within the Region of York pursuant to clause 7(2)(a) of the Fire Protection and Prevention Act.

B.1.9 Tiered Medical Assistance Services:

- (a) Service shall be provided in accordance with the Emergency Medical Tiered Response Agreement between the Region of York, Emergency Medical Services and the Town of Newmarket.
- (b) Service shall be provided in accordance with the current medical directive as approved by the CYFS medical director.

B.1.10 Ambulance Assistance Services:

- (a) Service shall be provided to assist Emergency Medical Services with emergency and non-emergency situations with respect to providing access and/or the provision of care to patients.

B.1.11 Police Assistance Services:

- (a) Service shall be provided to assist Police with emergency and non-emergency situations for which the Fire Department has equipment and/or specialized skills to assist in the mitigation.

B.1.12 Public Assistance Services:

- (a) Service shall be provided to assist the public with emergency and non-emergency situations for which the Fire Department has the equipment and/or specialized skills to mitigate the incident.

B.1.13 Public Hazard Assistance Services:

- (a) Carbon monoxide Incidents - Response shall be provided to carbon monoxide alarms and emergencies.
- (b) Public Utility Incidents- Response shall be provided to public utility incidents that pose a public hazard, including:
 - i. Electrical utility emergencies;
 - ii. Natural gas utility emergencies.

B.1.14 Vehicle Accident Services:

- (a) The Fire Department shall respond to vehicle accidents to provide the following services:
 - i. Stabilizing the scene of the accident;
 - ii. Stabilizing the vehicles involved in the accident;
 - iii. Providing aid to injured or trapped persons;
 - iv. Mitigating adverse effects to the natural environment.

B.1.15 Vehicle Extrication Services:

- (a) Vehicle search and rescue services, including extrication, shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.

- B.1.16 Transportation Incidents involving Vehicles, Trains, Aircraft, Watercraft:
- (a) Response shall be provided to large-scale transportation incidents that may involve large numbers of casualties, widespread damage to property, and/or significant environmental impact.
- B.1.17 Highway Incident Services:
- (a) Fire Protection Services shall be provided to provincial highways.
 - (b) Costs associated with Fire Department response to provincial highways shall be recovered in accordance with applicable provincial fire service agreements.
- B.1.18 Hazardous Materials Response Services:
- (a) Service shall be provided at the Operations Level in accordance with NFPA 1072, Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents, and by Operations Level Responders that require mission-specific competencies with respect to product control.
 - (b) Hazardous materials response services at the NFPA 1072 Technician Level shall not be provided by the Fire Department.
- B.1.19 Water and Ice Rescue Services:
- (a) Surface Water Rescue - Service shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents, and may include shore based, water entry, and rescue from a platform.
 - (b) Swift Water Rescue - Service shall not be provided at the Technician Level in accordance with the NFPA 1670 standard.
 - (c) Ice Rescue - Service shall be provided at the Technician Level in accordance with the NFPA 1670 standard.
 - (d) Dive rescue - Service shall be provided at the Awareness Level only in accordance with the NFPA 1670 standard.
 - (e) Recovery services to retrieve animals, property, or human remains by entering into or onto a body of water, or onto ice over a body of water, shall not be provided by the Fire Department unless a scene risk assessment has been completed and, in the opinion of the Fire Chief or senior Officer in charge, the level of risk reasonably justifies Firefighter entry into or onto the water or ice.
- B.1.20 Urban Search and Rescue Services:
- (a) Fire Department response to urban search and rescue incidents shall be limited to providing Structural Collapse Search and Rescue services at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
 - (b) Urban search and rescue service requiring structural collapse search and rescue services at the Operations or

Technician Levels shall not be provided by the Fire Department.

B.1.21 Rope Rescue Services:

- (a) Rope rescue services, such as high-angle and low-angle rescue services, shall be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.

B.1.22 Confined Space Rescue Services:

- (a) Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
- (b) Confined space rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.

B.1.23 Trench Rescue Services:

- (a) Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
- (b) Trench rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.

B.1.24 Cave, Mine, and Tunnel Rescue Services:

- (a) Service shall be provided at the Awareness Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.
- (b) Cave, mine, and tunnel rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.

B.1.25 Farm and Silo Rescue Services:

- (a) Fire Department response to farm and silo rescue incidents that involve a rope rescue and/or a confined space rescue component shall be limited to providing such technical rescue services at the Awareness Level in accordance with the NFPA 1670 standard.
- (b) Farm and silo rescue incidents requiring rope rescue and/or confined space rescue services at the Operations or Technician Levels shall not be provided by the Fire Department.

B.1.26 Industrial and Machinery Rescue Services:

- (a) Service shall not be provided at the Technician Level in accordance with NFPA 1670, Standard for Operations and Training for Technical Search and Rescue Incidents.

B.1.27 Community Emergency Plan Response Services:

- (a) Service shall be provided in accordance with the Approved Town of Newmarket Emergency Management Program.

B.1.28 Assistant to the Fire Marshal Services - Fire Suppression:

- (a) Duties of Assistant to the Fire Marshal shall be carried out as prescribed by the Fire Protection and Prevention Act.

B.2 Fire Prevention

B.2.1 Fire Inspection Services:

- (a) Conducting complaints inspections.
- (b) Conducting vulnerable occupancy inspections.
- (c) Conducting requested inspections.
- (d) Conducting routine inspections.
- (e) Conducting licensing inspections.
- (f) Fire Protection System commissioning under the Memorandum of Understanding between the municipal building departments and CYFS.
- (g) Enforcing code compliance.
- (h) Enforcing municipal by-laws.
- (i) Issuing inspection reports and/or orders.
- (j) Preparing reports and issuing written responses to requests.

B.2.2 Public Education Services:

- (a) Providing fire and life safety public education programs.
- (b) Facilitating smoke alarm and carbon monoxide alarm initiatives.
- (c) Distributing public safety messaging to the media.
- (d) Delivery of specialized programs.

B.2.3 Fire Investigation Services:

- (a) Determining cause and origin of fires and explosions.
- (b) Assessing code compliance.
- (c) Determining effectiveness of built-in suppression features.
- (d) Determining compliance with building standards.
- (e) Interacting with police, fire investigators, and other agencies.
- (f) Supporting criminal prosecutions, including appearances in court.

B.2.4 Plans Examination Services:

- (a) Reviewing and approving fire safety plans.
- (b) Examining and providing comment on new construction and renovation plans.
- (c) Reviewing and providing comment on subdivision and development agreements.
- (d) Reviewing and providing comment on site plans.
- (e) Inspecting sites of approved plans to determine compliance.

B.2.5 Risk Assessment Services:

- (a) Conducting community fire risk assessments.
- (b) Compiling, analyzing and disseminating functional statistics.
- (c) Selecting appropriate fire service programs.

B.2.6 Consultation Services:

- (a) Consulting with families, schools, health professionals, and police with respect to TAPP-C and other juvenile

fire starting programs.

- (b) Interacting with architects, engineers, planners, and builders.
- (c) Interacting with building departments.
- (d) Interacting with other government agencies.
- (e) Providing input into fire prevention policy development.

B.2.7 Assistant to the Fire Marshal Services - Fire Prevention:

- (a) Duties of Assistant to the Fire Marshal shall be carried out as prescribed by the Fire Protection and Prevention Act.

B.3 Emergency Planning

B.3.1 Pre-Incident Planning Services:

- (a) Pre-incident plans shall be developed and maintained in accordance with NFPA 1620, Standard for Pre-Incident Planning. Community Emergency Management Planning Services:
- (b) Collaborating with the development, review, revision, and implementation of the Town of Newmarket Emergency Plan.
- (c) Ensuring the Town of Newmarket Emergency Management Plan is compliant with the Municipal Emergency Management and Civil Protection Act on a yearly basis.

B.4 Fire Department Administration

B.4.1 Planning and Development Services:

- (a) Strategic planning.
- (b) Evaluating Fire Department programs and services.
- (c) Projecting station locations and reallocations.
- (d) Determining staffing levels and assignments.
- (e) Developing policies, procedures, standard operating guidelines.
- (f) Coordinating with other emergency services.
- (g) Coordinating development with other municipal departments.

B.4.2 Financial Services:

- (a) Coordinating with the Town's Finance Department for financial services.
- (b) Coordinating use of information and statistics from suppression and fire prevention activities to determine funding requirements.
- (c) Providing input into levels of service based on available funding.
- (d) Developing and administering operating and capital budgets.
- (e) Identifying alternative sources of revenue and fees for services.
- (f) Initiating cost recovery measures.
- (g) Purchasing.

- B.4.3 Records Management Services:
- (a) Documenting Fire Department activities.
 - (b) Maintaining Fire Department records in accordance with records retention policies and applicable legislation.
 - (c) Complying with all applicable freedom of information legislation, including the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.45, as amended, or successor legislation.
- B.4.4 Department Human Resources Services:
- (a) Recruitment, selection, promotion, and retention of staff.
 - (b) Performance evaluation.
 - (c) Career development.
 - (d) Job classifications.
 - (e) Discipline.
- B.4.5 Customer Relations Services:
- (a) Environmental scanning, anticipating pressures and developing communication strategies.
 - (b) Enhancing public image of the Fire Department and its staff.
 - (c) Developing and maintaining inter-agency relationships.
- B.4.6 Health and Safety Services:
- (a) Implementing a Fire Department health and safety program.
 - (b) Implementing a joint health and safety committee for the Fire Department.
 - (c) Implementing an occupational exposure program.
 - (d) Establishing a Designated Officer with respect to communicable disease regulations.
- B.4.7 Legal Services:
- (a) Carrying out mandated enforcement duties of the Fire Department in accordance with applicable by-laws, statutes and regulations.
 - (b) Prosecuting offences under applicable by-laws and statutes.
 - (c) Coordinating the services of solicitors and legal counsel.

B.5 Communications

- B.5.1 Dispatch Services:
- (a) Arranging for the provision of dispatch services from an external agency to dispatch appropriate Fire Department resources.
 - (b) Liaising with dispatch centres.
 - (c) Providing current municipal information to the dispatch centres, including response protocols, mapping, local streets, property, and water service information, road closures, and

caution notes.

- (d) Monitoring Fire Department dispatch centre performance and resolving any service issues.

B.5.2 Technology Services:

- (a) Arranging for maintenance, repair, and technical support of Fire Department telecommunications and computer systems.
- (b) Developing specifications for Fire Department radios, communications devices and systems, and computers.
- (c) Arranging for interface capabilities with other data systems.

B.6 Training and Education

B.6.1 Training Program Standards:

- (a) Providing a training program for Firefighters that conforms to NFPA 1001, Standard for Fire Fighter Professional Qualifications.
- (b) Providing a training program for apparatus drivers and operators that conforms to NFPA 1002, Standard for Fire Apparatus Driver/Operator Professional Qualifications.
- (c) Providing a training program for technical rescue operations that conforms to NFPA 1006, Standard for Technical Rescuer Professional Qualifications.
- (d) Providing a training program for Officers that conforms to NFPA 1021, Standard for Fire Officer Professional Qualifications.
- (e) Providing a training program for fire inspectors that conforms to NFPA 1031, Standard for Professional Qualifications for Fire Inspector and Plan Examiners.
- (f) Providing a training program for fire investigations that conforms to NFPA 1033, Standard for Professional Qualifications for Fire Investigators.
- (g) Providing a training program for fire and life safety educators that conforms to NFPA 1035, Standard for Professional Qualifications for Fire and Life Safety Educator, Public Information Officer, and Juvenile Fire setter Intervention Specialist.
- (h) Providing a training program for fire service instructors and training officers that conforms to NFPA 1041, Standard for Fire Service Instructor Professional Qualifications.
- (i) Providing a training program that conforms to NFPA 1072, Standard for Hazardous Materials/ Weapons of Mass Destruction Emergency Response Personnel Professional Qualifications for Firefighters who provide approved hazardous materials response services.

B.6.2 Providing Access to Training Facilities:

- (a) Coordinating access to appropriate training facilities.
- (b) Delivering hands-on training to staff.

B.6.3 Providing Station Training:

- (a) Delivering curriculum specific to operational and strategic

needs.

- (b) Providing supervisory training drills.

B.6.4 Program Development Services:

- (a) Developing trainer facilitators.
- (b) Coordinating core curriculum.
- (c) Providing officer training and development.
- (d) Developing specialized staff development programs.

B.7 Maintenance

B.7.1 Fleet and Equipment Maintenance Services:

- (a) Maintaining fleet and equipment (both routine and emergency).
- (b) Providing periodic inspection and testing programs.
- (c) Complying with the requirements of provincial regulations.
- (d) Providing annual pump capacity and certification testing.
- (e) Providing annual aerial device certification testing.
- (f) Developing specifications for new apparatus and equipment.
- (g) Acceptance testing of new apparatus and equipment.
- (h) Maintaining, testing, and calibrating specialized equipment.

B.7.2 Facilities Maintenance Services:

- (a) Providing routine cleaning and housekeeping of fire stations.
- (b) Arranging for maintenance and repair of fire station infrastructure.
- (c) Providing input regarding design and construction of fire stations.



Corporation of the Town of Newmarket

By-law 2021-25

Being a By-Law to Regulate the Continued Provision of Fire and Emergency Services, By Central York Fire Services.

Whereas Section 188, of the Municipal Act 2001, and the Fire Protection and Prevention Act, 1997 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 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 approved the establishment of a consolidated Fire and Emergency Services Department to service both municipalities through the creation of Town of Newmarket By-Law 2001-146; and,

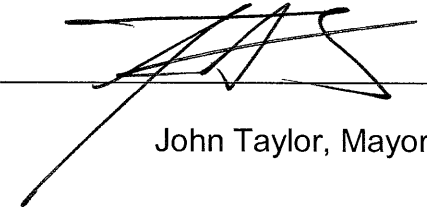
Whereas effective January 1, 2002 the Town of Newmarket established Central York Fire Services for the purpose to provide fire suppression, fire prevention, and life and property saving service for the Town of Aurora and the Town of Newmarket; in accordance with the Fire and Emergency Services Master Fire Plan and other plans, policies or directions, as approved by Council; and,

Whereas Council wishes to update the fire services consolidate agreement between the Town of Newmarket and Town of Aurora;

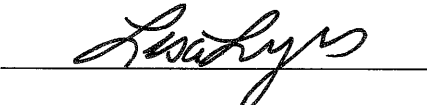
Be it therefore enacted by the Municipal Council of the Town of Newmarket as follows:

1. That the Agreement between the Town of Newmarket and the Corporation of the Town of Aurora May 10, 2021, a true copy of which is attached, be and same hereby approved for signing by the Mayor and Clerk.
2. That the Mayor and Clerk are hereby authorized and instructed to sign the same on behalf of the Corporation and to affix the Corporate seal thereto.
3. That By-laws 2001-146 and 2001-147 being by-laws which established joint fire service between the Town of Newmarket and Town of Aurora, and any other by-law inconsistent with this by-law shall be, and the same are hereby rescinded on May 10, 2021 at 12:01 a.m.
4. That the provisions of this by-law shall come into force and effect 12:01 a.m. on May 10, 2021.

Enacted this 10th day of May, 2021



John Taylor, Mayor



Lisa Lyons, Town Clerk

CONSOLIDATED FIRE AND EMERGENCY SERVICES AGREEMENT

This Agreement made the 10th day of May 2021

B E T W E E N :

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

BEING THE PARTY OF THE FIRST PART

-and-

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

BEING THE PARTY OF THE SECOND PART

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

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

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

Definitions

"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 Committee (JCC), 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.

"Department" means the Central York Fire Services (CYFS) or such other name 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., May 10, 2021.

"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 from time to time, in accordance with the Fire Protection and Prevention Act, 1997 (Ontario), subject to the terms and provisions of this Agreement.

2. Establishment and Role of Committee

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

3. Role of the Fire Chief

3.1 The Fire Chief shall act as the Head for the Department and shall have all of the powers and responsibilities as set out by the Town of Newmarket By-Law (A By-Law to appoint a Fire Chief for the amalgamated fire and emergency services department – CYFS), 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 (A By-Law to appoint a Deputy Fire Chief for the amalgamated fire and emergency services department - CYFS).

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.

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.
- 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.
- 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 attached hereto and forming a part of this Agreement.
- 6.2 The Committee, in consultation with the Fire Chief, shall prepare draft annual operating and capital budgets setting out estimated operating and capital costs and projected revenue for the Department based on the provision of services at levels defined by the Master Plan. The estimates shall be submitted to the Municipal Council of Aurora for comment and then to the Municipal Council of Newmarket for consideration and approval. It shall be understood that Newmarket shall have sole authority to determine and approve the budgets.
- 6.3 The operating budget shall contain an amount in respect of administrative support services to be provided to the Committee and/or Department by Newmarket including, but not limited to Financial, Audit, Payroll and Purchasing Services, Secretariat Clerical and Administrative Services, Human Resource Services, Legal Services, Management Information Services, and Property Management and Maintenance Services.

- 6.4 Upon reviewing the estimates, the Municipal Council of Newmarket shall establish an overall budget for the Committee for the purposes herein described and, in doing so, the Municipal Council of Newmarket is not bound to adopt the estimates submitted by the Committee.
- 6.5 Upon approval of the Committee's budget by Newmarket's Municipal Council, Aurora hereby agrees to pay to Newmarket its proportionate share of the said budget in four equal instalments on the fifteenth (15th) day of each of the months of February, May, August, and November, during the currency of this Agreement. For the purposes of this Agreement, a party's proportionate share will be that fraction of the budget which is equal to the equally weighted average of:
- a) the assessed value of the lands in that party's municipality over the aggregate of the assessed value of all lands in both Aurora and Newmarket; and
 - b) the number of responses made by the Department within the geographic boundary of each party in the immediately preceding year over the total number of responses made by the Department; and
 - c) the population of each party over the aggregate of the population of both Aurora and Newmarket.
- 6.6 For the purposes of calculating each party's proportionate share in accordance with Subsection 6.5 above:
- a) the assessed value of lands shall be based on the current assessed value of all lands within each party municipality, as determined by the Regional Municipality of York; and
 - b) the total number of calls of the Department shall not include calls outside of the geographic limits of Aurora or Newmarket pursuant to a services or mutual aid contract; and
 - c) the population shall be the population as determined from time to time by the Regional Municipality of York.
- Each of the above calculations shall be completed with information current to December 31 of the immediately preceding year and shall be in effect until December 31 of the next ensuing calendar year.
- 6.7 Notwithstanding the foregoing, major capital expenditures relating to structural work, additions or construction of any buildings on real property owned 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, CYFS headquarters and training facility 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 or repairs to the building, parking lot areas, sidewalks or underground servicing would require review by the JCC Committee and approval by Municipal Councils. The costs for these activities will be funded through the CYFS budget.

- 6.9 With respect to existing CYFS buildings that is or maybe operated wholly or partially as a facility that provides services which benefit both of the parties, (such as Fire Prevention, Training, Administration but excluding Fire Suppression). The proportionate cost of expenditures related to structural work, additions or repairs to the building, parking lot areas, sidewalks or underground servicing would require review by the JCC Committee and approval by Municipal Councils. The costs for these activities will be funded through the CYFS budget. Proportionate cost shall be based on the square footage of the building in comparison to the portion of the building that is utilized by CYFS for the benefit of both Parties.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 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 It is hereby agreed that legal title to all real property will remain with each respective party. Proper maintenance of all property shall thereafter be the responsibility of the Committee and the Department. Notwithstanding the foregoing, major capital expenditures relating to structural work, additions or construction of any buildings on real property owned by a party shall be the sole responsibility of the party owning the said property. However, minor capital expenditures shall be included in the annual capital budget and shall be the responsibility of, and at the expense of, the Committee and the Department.
- 7.2 The Committee shall, from time to time, recommend any major capital expenditures required with respect to real property to the owner of that property and that owner shall consider same. In the event that the failure to undertake any recommended major capital expenditures would or may reasonably result in an inability on the part of the Committee or the Department to meet the prescribed service levels in the Master Plan, the owner shall, within eighteen (18) months, undertake and complete the said major capital expenditures. Notwithstanding the foregoing, major capital expenditures which are of an emergency nature shall take place immediately following the recommendation of the Committee at the cost of the party owning such property.

7.3 All real property and buildings erected thereon acquired after the Effective Date and all buildings for the use of the Department which may be constructed after the Effective Date shall be owned and/or constructed as determined by the Parties. In the event that the Parties cannot agree, the real property or the buildings, as the case may be, shall be owned and paid for on an equal basis as between the Parties.

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

8. Staffing

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

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

8.7 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.

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

9. Further Powers of the Committee

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

10. Indemnity and Insurance

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

11. Resolution of Disputes

- 11.1 If there is dispute between the Parties to this Agreement with respect to its interpretation or application or an alleged violation, the Parties, as represented by their respective Chief Administrative Officers or such persons as they may direct, hereby agree to meet and discuss the matter within five (5) days following receipt of notice by one party to the other with the objective of resolving any dispute. For clarity, it is agreed that either party has the right to dispute the failure to meet or maintain service levels or its proportionate share of the budget, but that no matter involving the establishment of or modification to budgets or relating to human resource matters or matters arising from any collective agreements which shall be resolved by Newmarket, can be the subject of any dispute or referral to arbitration.
- 11.2 Following meetings of the Parties as provided for above, in the event that a mutually satisfactory resolution is not achieved within sixty (60) days following the receipt of the above notice by the other party, either party may issue a Notice Requesting Arbitration to the other in which event the Parties shall proceed to Binding Arbitration and the provisions for proceeding with Binding Arbitration set out within Schedule C, attached hereto and forming a part of this Agreement, shall be followed.
- 11.3 Notwithstanding that a matter has been referred to dispute resolution under the provisions of this Section, the Parties shall throughout the period of dispute resolution endeavour to perform their respective obligations under the terms of this Agreement to the best of their abilities.

12. Term and Termination

- 12.1 This Agreement shall come into force commencing on the Effective Date and shall continue in force for a period of ten (10) years.
- 12.2 This Agreement shall automatically renew for additional terms of ten (10) years unless either party provides written notice not less than eighteen (18) months in advance of the last day of the then current ten (10) year term, in which case this Agreement shall terminate on the last day of the then current ten (10) year term.
- 12.3 In the event this Agreement is terminated, upon termination the Committee shall be dissolved. Notwithstanding the dissolution of the Committee, Newmarket covenants and agrees to maintain the records of the Committee for not less than ten (10) years following dissolution of the Committee.
- 12.4 In the event of termination of this Agreement, all jointly owned property shall be valued at its fair market value as at the date of termination and the property shall be divided between the Parties in proportions equal to the proportions in which they each contributed to the annual budget of the Board in the final year, or portion thereof, of the operation of this Agreement, unless the Parties otherwise agree in writing.
- 12.5 In the event of termination of this agreement, or if for any other reason Newmarket ceases to provide all or part of fire and emergency services within the municipal boundaries of Aurora, the Parties agree that all members of the Newmarket Professional Firefighters Association, or its successor, shall be guaranteed employment with one of the successor fire departments with no loss or diminution in seniority, rank, benefits, salary or any other terms and conditions of employment, and the provisions of the collective agreement with the Newmarket Professional Firefighters Association shall be binding on both Newmarket and Aurora respectively. For clarity, it is agreed that all firefighters employed by Newmarket

immediately prior to January 1, 2002 will remain employed by Newmarket, all firefighters employed by Aurora immediately prior to January 1, 2002 will be employed by Aurora and all new firefighters employed by Newmarket after January 1, 2002 will be employed by either Newmarket or Aurora on such basis and subject to terms and conditions as will be negotiated by Newmarket and Aurora.

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

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

13. Transition Costs

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

14. Notice

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

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

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

15. Severability

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

16. Estoppel

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


17. Successors and Assigns

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

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


SIGNED, SEALED AND EXECUTED


THE CORPORATION OF THE TOWN OF AURORA

)
)


Doug Nadorozny, Chief Administrative Officer

CORPORATION OF THE TOWN OF NEWMARKET

)
)


John Taylor, Mayor
)
)
)


Lisa Lyons, Town Clerk

SCHEDULE A

TERMS OF REFERENCE FOR THE COMMITTEE

MISSION PURPOSE AND OBJECTIVE

The 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 Committee shall be delegated the following responsibilities in fulfilling the mission statement:

1. Conduct planning for the provision of effective and efficient fire and emergency services, in accordance with the Consolidated Fire Services Agreement including fire suppression, fire prevention, fire safety, education, communication, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all these services, in a fiscally prudent manner within the municipalities;
2. Present & maintain a Fire & Emergency Services Master Plan to meet the community needs and provide strategic direction for approval of the Municipal Councils
3. Recommend service levels, capital budgets, and operating budgets in accordance with the consolidated Fire Services Agreement and the approved Fire & Emergency Services Master Plan;
4. Administer the provision of fire services to the municipalities in accordance with the approved plans and budgets including the provision and use of facilities, equipment, human resources and programs;
5. Ensure that any agreements currently in effect relating to communications services and mutual aid with other municipalities are maintained and properly performed;
6. Provide regular and proactive information to the Councils of the participating municipalities on the operations of the consolidated fire services

2. ESTABLISHMENT OF COMMITTEE

The Committee shall provide and administer fire protection and preventative services for both municipalities in accordance with the Consolidated Fire Services Agreement.

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. Members are encouraged to serve no more than two (2) consecutive terms on the Committee to allow the opportunity for new members of the Municipal Councils to serve on the Committee.

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.

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 Chair, CAO or by the Fire Chief or the Deputy Fire Chief at the Request of the Fire Chief.

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". 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:

- establish a program in the municipalities, which must include public education with respect to fire safety and certain components of fire prevention;
- establish and maintain annual fees for services schedule;
- engage in mutual aid relationships with adjacent Fire and Emergency Services providers in York Region;
- provide a tiered response to emergency events in Aurora and Newmarket;
- 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;
- meet all obligations and responsibilities of Aurora and Newmarket under the Fire Protection and Prevention Act, as amended and any regulations thereunder;
- 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
- from time to time as needed, participate in the process for the recruitment of a Fire Chief;
- develop, with the Fire Chief, an ongoing communications process, including a quarterly report between the Department and the Municipal Councils;
- review departmental organization; and
- 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. 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. 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 Depart., 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.

SCHEDULE B

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.**

Capital:

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.
7. Buildings will be owned by each municipality and not included in the significant capital assets evaluation.
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:

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

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 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 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.

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

24. Each party shall prove the facts relied upon to support the party's claim or defence.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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

32. 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

33. 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.
34. 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.
35. The Arbitral Tribunal may call a witness on the motion of the Arbitral Tribunal, but where the Arbitral Tribunal calls a witness, the Parties have the right to cross-examine that witness and call evidence in rebuttal.

Experts

36. 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.
37. The Arbitral Tribunal shall communicate the expert's terms of reference to the Parties.
38. 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.
39. 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.
40. 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.

41. 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

42. 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 Arbitral Tribunal with respect to that claim.
43. 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.
44. 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.
45. 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

46. 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

47. The Parties may be represented or assisted by any person during Arbitration.
48. 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

49. Unless the Parties otherwise agree, the award of the Arbitral Tribunal must be made within ninety (90) days of the first Arbitral Tribunal meeting.
50. 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.

51. In the event the award of the 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

52. The language of the Arbitration will be English.
53. Nothing contained in these rules prohibits a party from making an offer of settlement during the course of the Arbitration.
54. 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

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>