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## Housekeeping Amendments to the Consolidated Fire Agreement

### Report to Joint Council Committee

Report Number: JCC-2025-01

Department(s): Legislative Services, Town of Newmarket

Author(s): Simon Granat, Legislative Coordinator, Town of Newmarket

Meeting Date: March 4, 2025

### Recommendations

1. That the report entitled Housekeeping Amendments to the Consolidated Fire Agreement dated March 3, 2025 be received; and,
2. That the Joint Council Committee recommend the amendments to the Consolidated Fire Services Agreement to the Town Councils of Aurora and Newmarket; and,
3. That Staff be authorized and directed to do all things necessary to give effect to this resolution.

### Purpose

The purpose of this report is to recommend to the Joint Council Committee (JCC) housekeeping amendments to the consolidated fire agreement between the Town of Aurora and the Town of Newmarket. These amendments are intended to align the agreement to established practice at the Joint Council Committee.

### Background

In 2021, the Towns of Newmarket and Aurora updated the consolidated fire agreement (Staff Report JCC-2020-12). The proposed amendments to the consolidated fire agreement are housekeeping amendments intended to align the agreement with current Joint Council Committee practice.

## Discussion

The proposed amendments are housekeeping to update the agreement to align with current practice. Proposed changes to the Agreement include the following and for reference purposes the text within the brackets refer to the sections within the Agreement:

- Clarify the definition of “Parties” (Definitions and various references throughout); and,
- Update references from the Fire Department Master Plan to the Fire Department Strategic Plan in accordance with York Region Inclusive Language Guide and best practices (Definitions, Schedule D, and various references throughout); and,
- Amend process for staffing and performance to reflect current recruitment practice (8.1, 9.2); and,
- Clarify and update the practice for the appointment of Chair and Vice-Chair bring agreement up-to-date with current practice, appointed the Chair and Vice-Chair at the beginning of the Term and at mid-term (i.e., every two-years) (Schedule A, 2 “Chair/Vice-Chair”); and,
- Clarify Duty of the Chair in reference to Members’ disclosure of conflict of interest to match practice (Schedule A, 2 “Duties of the Chair”); and,
- Update the agreement to hold meetings in hybrid mode, with the in-person option being attendance at the Town of Newmarket and that meetings are typically livestreamed on the Town of Newmarket’s website (Schedule A, 2 “Meetings”); and,
- Provide greater flexibility for the Joint Council Committee by establishing a schedule of meetings the year prior (Schedule A, 2 “Meetings”); and,
- Update Closed Session meeting exceptions updated to better align with the Municipal Act, 2001 (Schedule A, 2 “Meetings”); and,
- Amend Special Meetings notice to be called with a minimum of 24 hours’ notice, and agendas to be available five (5) days in advance of a meeting (Schedule A, 2 “Meetings”); and,
- Provide housekeeping amendments for continuance of aspects such as operational decisions, budget, cost sharing agreements made in previous years to continue (various sections throughout); and,
- Align various other provisions to the Town of Newmarket’s Procedure By-law to reduce redundancy (Schedule A, 2 “Quorum” and “Majority”), and
- Align various references with York Region’s Inclusive Language Guide (various sections throughout).

## **Consultation**

Town of Newmarket Financial Services, Human Resources and Legal and Procurement Services, Town of Aurora and Town of Newmarket Chief Administrative Officers, as well as the Town of Aurora Clerks and Central York Fire Services were consulted.

## **Conclusion**

Updates to the Consolidated Fire Services Agreement recommended in this report are housekeeping amendments to align the Fire Services Agreement to current practice. If the Joint Council Committee consents to this report's recommendations, then the proposed amendments will be brought to the Town of Aurora and the Town of Newmarket's respective Councils for recommended adoption.

## **Impact on the Fire Plan**

References to the Fire Department Master Plan will be updated to the Fire Department Strategic Plan in accordance with the York Region Inclusive Language Guide.

## **Human Resource Considerations**

None.

## **Budget Impact**

None.

## **Attachments**

**Attachment 1** – Amendments Consolidated Fire Services Agreement

## **Approval for Submission**

Kiran Saini, Manager, Legislative Services/Deputy Clerk, Town of Newmarket

Rocco Volpe, Fire Chief, Central York Fire Services

## **Report Contact**

For more information on this report please contact the Town of Newmarket by email at [info@newmarket.ca](mailto:info@newmarket.ca)

CORPORATION OF THE TOWN OF NEWMARKET

BY-LAW NUMBER 2025-XX

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-Laws 2001-146 and 2001-147.

AND WHEREAS effective January 1, 2002 the Town of Newmarket established Central York Fire Services via a Consolidated Fire and Emergency Services Agreement approved under By-law 2001-146 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 Strategic Fire Plan and other plans, policies or directions, as approved by Council;

AND WHEREAS by Town of Newmarket By-law 2021-25, the Consolidated Fire and Emergency Services Agreement established by By-law 2021-146 was rescinded and replaced with an updated Consolidated Fire and Emergency Services Agreement effective May 10, 2021.

AND WHEREAS Council wishes to further update the Consolidated Fire and Emergency Services 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 dated XX, 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-law 2021-25 being a by-law to regulate the 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 date XX at 12:01 a.m.
4. THAT the provisions of this by-law shall come into force and effect 12:01 a.m. on date XX

ENACTED THIS XX Day OF DATE

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John Taylor, Mayor

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Lisa Lyons, Town Clerk

## CONSOLIDATED FIRE AND EMERGENCY SERVICES AGREEMENT

This Agreement made the \_\_\_\_ day of \_\_\_\_\_ 2025

B E T W E E N :

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

BEING THE PARTY OF THE FIRST PART

-and-

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

BEING THE PARTY OF THE SECOND PART

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

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

AND WHEREAS Aurora and Newmarket entered into a Consolidated Fire and Emergency Services Agreement dated November 1, 2001, which was replaced with an updated Consolidated Fire and Emergency Services Agreement dated May 10, 2021.

AND WHEREAS Aurora and Newmarket are further updating the Consolidated Fire and Emergency Services Agreement by replacing the May 10, 2021 agreement with this updated Consolidated Fire and Emergency Services Agreement.

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

### Definitions

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

"Committee" means the Joint Council 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 Chiefs" means the Deputy Fire Chiefs 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 Chiefs 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., April 6, 2025.

"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 **with each individually being a "Party"**.

**"Strategic Plan" means the 2014 strategic framework document named "Fire Department Master Plan Update", as may be amended from time to time, which is intended to guide the Committee and Municipal Councils in making decisions regarding the provision of fire protection services based on the local needs and circumstances of the communities.**

1. Establishment of Department

1.1 The Town of Newmarket hereby agrees to maintain a fire department, **in effect prior to and continuing thereafter** 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 **The** Committee **as** formed and constituted **prior to** the Effective Date **shall continue** 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**s** 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**s** 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 Strategic Plan unless the Strategic Plan has been amended on the agreement of both Municipal Councils; and
- b) shall not require the Fire Chief, the Deputy Fire Chiefs, the Assistant Deputy Fire Chiefs, 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 Chiefs and prescribing the duties of those positions.

4. Department Name

- 4.1 The Department shall continue to be 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 previously approved the Strategic 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 Strategic Plan and each Party shall, subject to any mutually agreed amendment of the Strategic 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 Strategic Plan.
- 5.4 The Parties hereby covenant to review the Strategic 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 Strategic Plan which shall prescribe service levels for the next ensuing ten (10) year term of this Agreement.
- 5.5 Notwithstanding the foregoing, the Strategic 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 Strategic Plan. The estimates shall be submitted to the Municipal Council of Aurora for comment and then

to the Municipal Council of Newmarket for consideration and approval. It shall be understood that Newmarket shall have sole authority to determine and approve the budgets.

- 6.3 The operating budget shall contain an amount in respect of administrative support services to be provided to the Committee and/or Department by Newmarket including, but not limited to Financial, Audit, Payroll and Purchasing Services, Secretariat Clerical and Administrative Services, Human Resource Services, Legal Services, Management Information Services, and Property Management and Maintenance Services.
- 6.4 Upon reviewing the estimates, the Municipal Council of Newmarket shall establish an overall budget for the Committee for the purposes herein described and, in doing so, the Municipal Council of Newmarket is not bound to adopt the estimates submitted by the Committee.
- 6.5 Upon approval of the Committee's budget by Newmarket's Municipal Council, Aurora hereby agrees to pay to Newmarket its proportionate share of the said budget in four equal instalments on the fifteenth (15<sup>th</sup>) day of each of the months of February, May, August, and November, during the currency of this Agreement. For the purposes of this Agreement, a Party's proportionate share will be that fraction of the budget which is equal to the equally weighted average of:
  - a) the assessed value of the lands in that Party's municipality over the aggregate of the assessed value of all lands in both Aurora and Newmarket; and
  - b) the number of responses made by the Department within the geographic boundary of each Party in the immediately preceding year over the total number of responses made by the Department; and
  - c) the population of each Party over the aggregate of the population of both Aurora and Newmarket.
- 6.6 For the purposes of calculating each Party's proportionate share in accordance with Subsection 6.5 above:
  - a) the assessed value of lands shall be based on the current assessed value of all lands within each Party municipality, as determined by the Regional Municipality of York; and
  - b) the total number of calls of the Department shall not include calls outside of the geographic limits of Aurora or Newmarket pursuant to a services or mutual aid contract; and
  - c) the population shall be the population as determined from time to time by the Regional Municipality of York.

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

- 6.7 Notwithstanding the foregoing but subject to section 6.9, major capital expenditures relating to structural work, additions or construction of any buildings utilized by CYFS 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 occupied by CYFS 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 facilities that house CYFS fire prevention, training or management services and any other existing CYFS building that is or is planned to be operated wholly or partially as a facility that provides such CYFS services which benefit both of the Parties (not including fire suppression services), 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 or is planned to be utilized by CYFS to provide such services 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 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 but subject to section 6.9, 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 Strategic 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 Members of the Committee may from time to time as needed, participate as an observer for the recruitment of the Fire Chief for 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 Strategic 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 Strategic 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 Chief Administrative Officer for Newmarket shall monitor the performance of the Fire Chief and, will provide feedback to the Fire Chief; ensuring that all Members of both Municipal Councils have had the opportunity to provide input to the CAO. Performance feedback to the Fire Chief will be conducted as per the practices of the Town of Newmarket, 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 successive additional terms of ten (10) years each 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 and Prior Agreements

13.1 The Parties acknowledge that in order to ensure that this Agreement may become effective on the Effective Date, the Parties may incur costs between the date of this Agreement and the Effective Date. The Parties agree that the Consolidated Fire and Emergency Services Agreement dated May 10, 2021, shall apply to such costs until the Effective Date set out herein.

13.2 The Parties further confirm that the Consolidated Fire and Emergency Services Agreement dated November 1, 2001 was effective until 12:00 am on May 10, 2021 as it was thereafter replaced with the updated Consolidated Fire and Emergency Services Agreement dated May 10, 2021.

13.3 Any liability or cost issue which arose prior to the Effective Date shall be determined by the particular agreement in place between the Parties when such liability or cost issue arose.

13.4 All budgeting and operational decisions made under the authority of the Consolidated Fire and Emergency Services Agreement dated May 10, 2021, that by necessity extend in time past the Effective Date are incorporated and adopted as decisions made under the authority of this Agreement until such decisions expire or are otherwise amended or revised.

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

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

15. Severability

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

16. Estoppel

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

17. Successors and Assigns

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

18. Countersigning

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts shall be accepted in original or in electronic form in accordance with the provisions of the *Electronic Commerce Act, 2000*, S.O. 2000, as amended (including without limitation through DocuSign), and the Parties to this Agreement adopt any signatures received by electronic mail as original signatures of the Parties.

**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

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Tom Mrakas, Mayor

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Michael DeRond, Town Clerk

CORPORATION OF THE TOWN OF NEWMARKET

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John Taylor, Mayor

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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 **Strategic** 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 **Strategic** 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 Joint Council Committee shall, by motion, appoint a Chair and Vice-Chair from its members at the beginning of the term and mid-term. At any given time the Chair and Vice-Chair shall not both be members from the same municipality and the appointments shall rotate biannually (i.e. where an Aurora member is Chair, the next Chair shall be a Newmarket member and vice versa.) Each shall serve for a two (2) 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
- Request for members to announce any disclosures of conflicts 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

## **Committee Secretariat**

The Municipal Clerk of the Town of Newmarket, or their 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 their absence, the Deputy Fire Chiefs.



## **Procedures**

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

## **Meetings**

Committee approves a schedule of regular meetings each calendar year, which may be amended from time to time. A schedule shall be developed by the Secretariat and presented to members for their agreement. The location of meetings will be held in hybrid mode where members can participate electronically or in person at the Town of Newmarket, unless otherwise determined by the Chair.

Committee meetings may be live streamed on the Town of Newmarket's website.

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 with 24 hours notice by the Chair, Newmarket or Aurora CAO or by the Fire Chief or the Deputy Fire Chiefs 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 a meeting that is closed to the public shall be provided on the agenda.

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

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

(a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or

(b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of the Municipal Act, 2001, or the investigator referred to in subsection

A meeting of the Committee may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.

2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

### 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.

### 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 **defeated**.

## **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 **strategic 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:

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

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

The Committee shall review and maintain a Fire and Emergency Services **Strategic** 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 **Central York Fire Services**, 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 **Strategic 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 Arbitration 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 Arbitration 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

FIRE AND EMERGENCY SERVICES STRATEGIC PLAN

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

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