

Clause embodied in Report No. 13 of the Community Services Committee, as adopted by the Council of the City of Toronto at its meeting held on December 4, 5 and 6, 2001.

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**Removal of Fire Alarm Pull Stations -
275 Shuter Street and 15 Tobermory Drive**

(City Council on December 4, 5 and 6, 2001, adopted this Clause, without amendment.)

The Community Services Committee recommends the adoption of the following joint report (November 9, 2001) from the Commissioner of Works and Emergency Services and the Fire Chief:

Purpose:

To seek Council's approval for a Memorandum of Understanding for the removal of the fire alarm pull stations at 275 Shuter Street and an amendment to the Memorandum of Understanding for 15 Tobermory Drive, both Toronto Community Housing Corporation owned buildings.

Financial Implications and Impact Statement:

There are no financial implications associated with the approval of this report.

Recommendations:

It is recommended that:

- (1) the City enter into a Memorandum of Understanding with Toronto Community Housing Corporation (TCHC) for the removal of the fire alarm pull stations in TCHC's building at 275 Shuter Street, Toronto, which will be retroactive to September 22, 2000, and which is to be in substantially the same form as set out in Attachment "A";
- (2) the City enter into an Amending Agreement to amend the 1997 Memorandum of Understanding between the then City of North York and the Metro Toronto Housing Corporation, now the Toronto Community Housing Corporation, for the removal of the fire alarm pull stations in TCHC's building at 15 Tobermory Drive, which Amending Agreement is to be in substantially the same form as set out in Attachment "B"; and
- (3) the appropriate City officials be authorized and directed to take the necessary action to give effect thereto and to take any action required to be taken thereunder.

Council Background:

On October 20, 1997, The Corporation of the City of North York and the Metropolitan Toronto Housing Authority (“MTHA”) signed a Memorandum Of Understanding setting out the terms and conditions for eliminating fire alarm pull stations from all public corridors of the MTHA building at 15 Tobermory Drive to alleviate the malicious false alarm problem at the building. This was intended as a pilot project to determine the long-term feasibility of such an initiative.

The Fire Chief submitted a report dated June 23, 2000, titled “Developing a Strategy to Reduce the Number of False Alarms in MTHA Building” regarding the false alarms at 15 Tobermory Drive. The positive results of the Tobermory pilot project suggested that the Toronto Fire Services staff develop a strategy in concert with MTHA officials for the reduction of malicious false alarms at a second MTHA site.

On January 1, 2001, the responsibility and ownership of the building at 15 Tobermory Drive and other MTHA buildings was transferred to TCHC, a local housing corporation established pursuant to the *Social Housing Reform Act, 2000*, whose sole shareholder is the City.

On March 6, 7 and 8, 2001, Council authorized Toronto Fire Services staff to work out a program with the TCHC staff respecting its building at 275 Shuter Street to remove the fire alarm pull stations contained within.

Comments:

Malicious false alarms create great risk to tenants of the buildings and to emergency response firefighters. Tenants begin to get complacent to the continuous false alarms being sounded and therefore may not respond appropriately to protect themselves.

Metropolitan Toronto Housing Authority (“MTHA”) has worked with the Toronto Fire Services to reduce false alarms in its properties over the years looking for new innovative ways to correct this problem. Some of the solutions involve relocating pull stations from corridors to inside individual units, and ensuring that pull stations are placed in open areas so that offenders may be easily seen.

The pilot project at 15 Tobermory Drive entailed the removal of all of the pull stations within the building except from the lobby and rear exit, which is monitored by a security camera, and the superintendent’s suite. To compensate for this, the requirement for smoke detector coverage in the common areas has been doubled and cross-zoned to further assist in reducing potential false alarms. The tenants and supervisory staff of this building also were subjected to an intensive education program.

In the ten-year period, 1987-1996, the tenants of 15 Tobermory Drive were subjected to 382 malicious false alarms with another 19 recorded in 1997. This serious condition prompted the actions that brought about the October 20, 1997 Memorandum of Understanding, which is a unique agreement. Since the removal of the pull stations from 15 Tobermory on September 28, 1998, the malicious false alarm numbers changed dramatically. For the balance of 1998, there were no malicious false alarms. One incident was recorded in 1999 when a tenant disconnected

the audible device in their unit activating the alarm system. In 2000, there has been one incident of an accidental activation of a fire alarm pull station, monitored by video surveillance, by building staff during a tenant's move.

This analysis of data gathered provides very encouraging evidence for the removal of fire alarm pull stations from the common areas of buildings experiencing difficulty with malicious false alarms.

The City and TCHC staff have negotiated six amendments with respect to the 1997 Memorandum of Understanding with the then Metro Toronto Housing Authority for the removal of the fire alarm pull stations in TCHC's building at 15 Tobermory Drive, North York. Specifically, those amendments are: (1) Memorandum of Understanding's term is to extend automatically every six months unless either party gives written notice to the other at least thirty days prior to expiry that the term is not to so extend; (2) the present requirement that there be installed at least one pull station in the building superintendent's suite will be removed; (3) a successor clause will be added; (4) representation on the Tobermory Pilot Project Review Committee is clarified; (5) the City's Manager of Insurance and Risk Management is recognized as the new present insurance advisor; and (6) the term "fire picket" will be defined. In regard to the first change, previously, the Memorandum of Understanding had been extended every six months upon the mutual consent of the parties. The second change stems from the fact that there is no longer a superintendent's suite in the building and that it would be onerous on the new occupant to maintain the pull alarm in that suite. The third change takes into account changes in the ownership of the building, from MTHA to TCHC, since the original agreement. It will be retroactive to the date of the original agreement. The fourth change has been done to clarify that each stakeholder has one representative on the Review Committee. The fifth change is merely an update. The sixth change has been done for the purpose of clarity, and is retroactive to the date of the original agreement. All of these changes will apply and therefore are found in the proposed 275 Shuter Street Memorandum of Understanding.

In regard to the proposed Memorandum of Understanding for the Shuter pilot project, to enhance the safety of the residents in 275 Shuter Street pull stations from all common areas including the garage will be removed. Smoke detectors will be installed in each corridor at one half the required distance, and wiring to be installed so that two detectors would need to be activated before the alarm system sounds. One pull station will be provided for the lobby in a ULC listed enclosure. The building's Fire Safety Plan will be revised to substantially reflect the changes, which will be necessary. This will also include signage in each suite, signage in elevators, the education and suitable training for all individuals concerned. This Memorandum of Understanding is retroactive to September 22, 2000, reflecting the commencement of the retrofitting to meet the requirements of the Memorandum of Understanding.

Conclusions:

The citizens of Toronto will benefit from the reduction, if not elimination, of malicious false alarms. The reduction in false alarms will restore the public's confidence in the reliability of alarm systems enabling them to respond appropriately when one sounds. Accordingly, Toronto Fire Services recommends that Council approves the Memorandum of Understanding with TCHA for the elimination of fire alarm pull stations at the building located at 275 Shuter Street.

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Attachment:

“A” Memorandum of Understanding
“B” Amending Agreement

Attachment “A”

THIS AMENDING AGREEMENT made in quadruplicate as of this day of , 2001

B E T W E E N:

CITY OF TORONTO

Hereinafter called the "**City**"

OF THE FIRST PART,

- and -

TORONTO COMMUNITY HOUSING CORPORATION

Hereinafter called the "**TCHC**"

OF THE SECOND PART,

WHEREAS the parties hereto, or their predecessors, have entered into a memorandum of understanding dated October 20th, 1997 with respect to 15 Tobermory Drive for the purpose of determining the long-term feasibility of eliminating pull stations in corridors as a method of alleviating the false alarm problem (the “Memorandum of Understanding” or “MOU”);

AND WHEREAS the predecessor of TCHC, the Metropolitan Toronto Housing Authority (“MTHA”) was a Crown Agency within the meaning of the *Crown Agency Act*, R.S.O. 1990, Chapter C.48, and was an agent of the Ontario Housing Corporation (“OHC”), a corporation subsisting under the *Ontario Housing Corporation Act*, R.S.O. 1990, Chapter O.21, and was, at the time of effect of this MOU, responsible for the administration and management of the Building;

AND WHEREAS, as of January 1st, 2001, the responsibility and ownership of the Building was transferred to TCHC, a local housing corporation established pursuant to the *Social Housing Reform Act, 2000*, whose sole shareholder is the City,

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants and agreements herein, the parties agree to amend the Memorandum of Understanding as follows:

1. **Subsection 1.a.1 [NEW].** Retroactive to the date of the MOU, add the following as Subsection 1.a.1 of the MOU:

“fire picket”, in relation to Subsection 7.ii., means a physical security fire watch at the Building;

2. **Section 3.** Effective from the date of this Amending Agreement, replace the second and third sentences of Section 3 of the MOU with the following:

Upon the expiry of the term, the parties agree that, despite such expiry, the term shall automatically extend for a further six months on the same terms and conditions as are herein contained, and, further, upon each subsequent expiry, the term shall continue to so extend, unless either party gives to the other party, at least thirty days prior to expiry of any such term, written notice that the term is not to so extend. Subject to the foregoing, TCHC agrees to restore, at its own expense, all building systems to their pre-MOU condition no later than the expiry date.

3. **Clause 5.i.c.** Effective from the date of this Amending Agreement, delete **“and one pull station for the Building superintendent’s suite”** in Clause 5.i.c. of the MOU.
4. **Section 9.** Effective from the date of this Amending Agreement, replace "comprising one member designated" in Section 9 of MOU with "comprising of one member each".
5. **Section 13.** Effective from the date of this Amending Agreement, replace **“Director of Insurance, Benefits and Payroll for the City”** in Section 13 of the MOU to **“Manager of Insurance and Risk Management for the City”**.
6. **Section 16 [New].** Retroactive to the date of the MOU, add the following as Section 16 of the MOU:

This MOU and everything herein contained shall operate to the benefit of and be binding upon the parties and their respective successors or legal representatives, as the case may be, and every reference herein to any party hereto shall include the successors and other legal representatives of such party.

All capitalized terms have the respective meanings ascribed to them in the Memorandum of Understanding.

This Amending Agreement shall not be in force, or bind any of the parties, until fully executed, FIRSTLY, by TCHC and, SECONDLY, by the City.

The parties agree that, except for as varied as provided for in this Amending Agreement, the Memorandum of Understanding remains the same.

IN WITNESS WHEREOF the City has caused to be affixed its corporate seal by the hands of their proper officers duly authorized in their behalf and TCHC has set his hand and seal.

SIGNED, SEALED AND DELIVERED

in the presence of

CITY OF TORONTO

Per: _____
Ulli Watkiss
City Clerk

Per: _____
Shirley Hoy
Acting Chief Financial Officer

Date: _____

TORONTO COMMUNITY HOUSING CORPORATION

Per: _____
Derek Ballantyne, Chief Executive Officer
I have the authority to bind the corporation.

Witness

Date: _____

MEMORANDUM OF UNDERSTANDING

B E T W E E N:

CITY OF TORONTO

- and -

TORONTO COMMUNITY HOUSING CORPORATION

WHEREAS:

- I. The parties hereto, or their predecessors, have entered into a previous memorandum of understanding with respect to 15 Tobermory Drive for the purpose of determining the long-term feasibility of eliminating pull stations in corridors as a method of alleviating the false alarm problem.
- II. The Toronto Community Housing Corporation (“TCHC”) has met all its obligations under that previous memorandum of understanding.
- III. This memorandum of understanding (“MOU”) is to detail and confirm the specifics of an agreement between the parties to effect a fire alarm pilot project at 275 Shuter Street in the City of Toronto (the “Building”) in order to determine the long-term feasibility of eliminating pull stations in corridors as a method to alleviate the false alarm problem.
- IV. Toronto Fire Services is charged with the responsibility to protect life and property, the reduction of damage to the environment due to fires, hazardous materials, natural disasters and other emergencies as assigned.
- V. The Fire Chief of the City of Toronto (“City”) as Chief Fire Official has authority to enforce Fire Code compliance. That authority includes, under article 9.1.2.4 of O.Reg. 388/97 established under the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, as may be amended from time to time, the authority to approve an alternative to any requirement within Part 9 of the Fire Code provided that he is satisfied that such alternative will provide protection for life similar to the protection provided by the requirement.
- VI. The predecessor of TCHC, the Metropolitan Toronto Housing Authority (“MTHA”) was a Crown Agency within the meaning of the *Crown Agency Act*, R.S.O. 1990, Chapter C.48, and was an agent of the Ontario Housing Corporation (“OHC”), a corporation subsisting under the *Ontario Housing Corporation Act*, R.S.O. 1990, Chapter O.21, and was, at the time of effect of this MOU, responsible for the administration and

management of property formerly owned by the OHC within the City of Toronto and, more particularly, the Building known as 275 Shuter Street in the City of Toronto. As at January 1, 2001, the responsibility and ownership of the said Building was transferred to TCHC, a local housing corporation established pursuant to the *Social Housing Reform Act, 2000*, whose sole shareholder is the City.

- VII. Both the City and TCHC are jointly committed to the implementation of this Moss Park Pilot Project to reduce the likelihood of the occurrence of false fire alarms in the future, and wish to expand that joint commitment that gave rise to the on-going pilot project at 15 Tobermory Drive (the “Tobermory Pilot Project” or “Pilot Project”) into the Building.

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. In this MOU, the parties hereto agree that the following words and phrases shall have attributed to them the following meanings:
 - a. “Building” means 275 Shuter Street in the City of Toronto;
 - b. “Building Code” means regulations made under the *Building Code Act, 1992*, S.O. 1992, C. 23;
 - c. “Chief Fire Official” means the Fire Chief of the City of Toronto;
 - d. “City” means the City of Toronto;
 - e. “Committee” means the Moss Park Pilot Project Review Committee having the membership and duties as set out in Sections 9 and 10 herein;
 - f. “Fire Code” means O.Reg. 388/97 established under the *Fire Protection and Prevention Act*, S.O. 1997, c. 4, as may be amended from time to time;
 - g. “Fire Picket” in relation to Subsection 7.ii, means a physical security fire watch at the Building;
 - h. “Implementation Date” means the date named in writing by the Chief Fire Official for commencement of the Moss Park Pilot Project;
 - i. “TCHC” means the Toronto Community Housing Corporation and any successors thereto;
 - j. “Toronto Fire Services” means the fire department established by the City of Toronto;
 - k. “Transition Period” is the period of time between the execution of this MOU by both parties and the Implementation Date when the retrofit conversion set out in Section 5 herein are carried out.

2. This MOU takes effect upon execution by the parties.
3. The parties agree that the term of this MOU is from September 22nd, 2000 to six months following the execution date; however, upon the expiry of the term, the parties agree that, despite such expiry, the term shall automatically extend for a further six months on the same terms and conditions as are herein contained, and, further, upon each subsequent expiry, the term shall continue to so extend, unless either party gives to the other party, at least thirty days prior to expiry of any such term, written notice that the term is not to so extend. Subject to the foregoing, TCHC agrees to restore, at its own expense, all building systems to their pre-MOU condition no later than the expiry date.
4. The MOU may be terminated at any time by either party upon giving the other party thirty days' prior written notice. TCHC agrees to restore, at its own expense, all building systems to their pre-MOU condition no later than the effective date of such termination.
5. The City agrees, under the authority of the Chief Fire Official pursuant to article 9.1.2.4 of the Fire Code, that the following retrofit conversions to the Building may be commenced by the TCHC for approval and deemed compliance with the Fire Code as amended in accordance with section 7(iii) herein:
 - i. TCHC may remove all fire alarm pull stations from the common areas within the Building including the parking garage, provided that:
 - a. TCHC shall ensure that the firefighters telephone jacks are maintained at their existing locations;
 - b. TCHC shall ensure that smoke detectors are installed in each corridor at one-half the required distance (as specified in ULC S524, Standard for the Installation of Fire Alarm Systems, as referenced to in the Building Code, in the version that applied on September 22nd, 2000) and wiring is installed so that any two adjacent cross-zoned detectors would need to be activated before the alarm system sounds;
 - c. TCHC shall install at least one pull station in each lobby, elevator room, boiler room, garbage compactor room, and laundry room, and in each of the 14 masonette units, in the Building in a ULC listed enclosure;
 - d. TCHC shall ensure that all signage required, as approved by the City, at pull stations, suites and elevators is in place;
 - e. TCHC shall provide suitable training, as approved by the City, for supervisory staff designated by TCHC, relating to this Pilot Project; and,
 - f. TCHC shall revise the Fire Safety Plan to substantially reflect the changes necessary under this MOU.

6. Prior to any Implementation Date being named the following must take place:
 - i. TCHC shall provide to the City a full review of all fire reports for the Building from January 1, 1999 through to September 22, 2000 in its custody or possession;
 - ii. TCHC shall complete any remaining Ontario Fire Code 9.6 retrofit work required at the Building, as set out in the Notice of Violation of the Toronto Fire Services dated July 19, 2000 and for any other violations for which TCHC is notified by an inspector with the Toronto Fire Services. In that respect, Toronto Fire Services undertakes to assign one inspector to inspect the Building for the purposes of this Pilot Project; and
 - iii. TCHC shall provide, with the assistance of the Toronto Fire Services, informational sessions to building residents regarding the Pilot Project.
7. The Parties agree that the Implementation Date shall be determined as follows:
 - i. The MOU shall first be approved and executed by both parties;
 - ii. TCHC shall commence the Transition Period of this MOU as defined and shall adhere to all alternative measures for occupant safety as set out in the fire plan for the Building as approved by the City including the implementation of a Fire Picket during the Transition Period;
 - iii. The City, through the Chief Fire Official, shall inspect for approval in writing the conversions, under the authority of article 9.1.2.4 of the Fire Code; and
 - iv. The City shall, in consultation with TCHC, name an Implementation Date in writing to TCHC.
8. TCHC shall provide to the City, on a monthly basis following the Implementation Date, a report setting out the results of the Pilot Project and also setting out how the detection of smoke, if any, functioned, during the month.
9. The parties agree to strike and participate in a Moss Park Pilot Project Review Committee comprising of one member each designated at the discretion of the following: Toronto Fire Services, City of Toronto Building Division, Ontario Fire Marshal's Office (with its consent) and TCHC. The stated purpose of the Committee is to review the results of the Moss Park Pilot Project for the purpose of recommending revisions to the Ontario Fire Code if warranted by the results of this Pilot Project.
10. The Pilot Project shall be reviewed by the Committee at such times following the Implementation Date as are mutually acceptable to the parties (acting reasonably).
11. TCHC shall respond to any and all public enquiries respecting the pilot project. TCHC agrees that the City may refer any enquiries it receives to the TCHC.

12. TCHC shall at all times defend, indemnify and save harmless the City from and against all claims, demands, liens, losses, costs, damages, actions, suits or other proceedings made or brought against, suffered by or imposed on the City in respect of any loss, damage or injury (including death resulting from injury) to any person or property, or any other liability or penalty, howsoever caused, directly or indirectly arising out of or resulting from or sustained by reason of any act, omission, neglect, fault or default of TCHC, or any of its employees, agents or other persons for which it is responsible in law, under this MOU or otherwise, including without limitation:
- i. any work or services performed or to be performed by or for TCHC in connection with the design, implementation, construction, maintenance, repair or replacement of the retrofit conversions set out in section 5 of this MOU or of any required Ontario Fire Code 9.6 retrofit work referred in subsection 6.ii. of this MOU or in connection with the required restoration of any building systems to their pre-MOU condition by the expiry or the effective date of termination of this MOU;
 - ii. any training provided or to be provided by TCHC to its designated supervisory staff and any informational sessions provided by TCHC to the residents of the Building; and
 - iii. any failure or neglect to adhere to all Alternative Measures for Occupant Safety as set out in the Fire Plan for the Building.

This indemnity applies notwithstanding any approval given by the Chief Fire Official (i.e., the Fire Chief of the City) under the authority of article 9.1.2.4 of Fire Code for any matter provided for in this MOU, nor is this indemnity limited in any way by such approval. This indemnity survives the expiry or termination of this MOU in respect of any matter occurring prior to such expiry or termination.

13. TCHC shall keep in full force and effect during the term of this MOU, or any renewal or extension thereof, Comprehensive General Liability Insurance for public liability and property damage in which the limits of liability shall not be less than Ten Million Dollars (\$10,000,000.00). The policy shall add the City of Toronto as additional insured and shall contain a cross-liability clause endorsement, as well as a clause that TCHC shall not cancel the Insurance without giving the City thirty (30) days' prior written notice. The policy shall be in a form and with an insurance company acceptable to the Manager of Insurance and Risk Management for the City, with a certificate of this policy originally signed by an authorized agent of the insurance company issuing the policy being delivered to the City no later than execution of this MOU by TCHC. Such insurance shall fully protect, hold harmless, and indemnify the City against all claims of whatsoever nature for all injury including death to any person or persons and for damage to any property, public or private, resulting from or arising out of this MOU. The amount of insurance herein stipulated are minimum amounts, and, notwithstanding this requirement, TCHC shall fully indemnify and save harmless the City as stipulated in this or any other section of this MOU.

14. The City shall at all times defend, indemnify and save harmless TCHC, and if applicable, its predecessor MTHA, OHC, and Her Majesty the Queen in Right of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario, from and against all claims, demands, liens, losses, costs, damages, actions, suits or other proceedings made or brought against, suffered by or imposed on any or all of TCHC, and if applicable, its predecessor MTHA, OHC, and Her Majesty the Queen in the Right of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario, in respect of any loss, damage or injury (including death resulting from injury) to any person or property, or any other liability or penalty, howsoever caused, directly or indirectly arising out of or resulting from or sustained by reason of any act, omission, neglect, fault or default of the City, or any of its employees, agents or other persons for which it is responsible in law, under this MOU or otherwise. The parties agree that, by itself, the fact that the Chief Fire Official (i.e., the Fire Chief of the City) may have given an approval under the authority of article 9.1.2.4 of the Fire Code for any matter provided for in this MOU does not and will not confer any liability on or transfer any liability to the City, unless, in giving such approval or otherwise in the discharge of such authority, the Fire Official acted negligently or did not act in good faith or reasonably. This indemnity survives the expiry or termination of this MOU in respect of any matter occurring prior to such expiry or termination.
15. The City shall keep in full force and effect during the term of this MOU, or any renewal or extension thereof, Comprehensive General Liability Insurance for public liability and property damage in which the limits of liability shall not be less than Ten Million Dollars (\$10,000,000.00). The policy shall add TCHC as an additional insured and shall contain a cross-liability clause endorsement. The policy shall be in a form and with an insurance company acceptable to the Chief Financial Officer of TCHC, with a certificate of this policy originally signed by an authorized agent of the insurance company issuing the policy being delivered to the TCHC no later than execution of this MOU by the City. Such insurance shall fully protect, hold harmless, and indemnify TCHC against all claims of whatsoever nature for all injury including death to any person or persons and for damage to any property, public or private, resulting from or arising out of this MOU. The amount of insurance herein stipulated are minimum amounts, and, notwithstanding this requirement, the City shall fully indemnify and save harmless TCHC, and if applicable, its predecessor MTHA, OHC and Her Majesty the Queen in the right of Ontario, as represented by the Minister of Municipal Affairs and Housing for the Province of Ontario, as stipulated in this or any other section of this MOU.
16. This MOU and everything herein contained shall operate to the benefit of and be binding upon the parties and their respective successors or legal representatives, as the case may be, and every reference herein to any party hereto shall include the successors and other legal representatives of such party.

MADE IN QUADRUPLICATE AND DATED AT TORONTO, AS OF THE 22nd DAY
SEPTEMBER, 2000.

**SIGNED, SEALED
AND DELIVERED**

) **CITY OF TORONTO**
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) _____
) Shirley Hoy
) Acting Chief Financial Officer
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) _____
) Ulli Watkiss
) City Clerk
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) **TORONTO COMMUNITY HOUSING CORPORATION**
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)
) _____
) Derek Ballantyne
) Chief Executive Officer